City of Hattiesburg, MS

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

Meeting Agenda - Final

Tuesday, January 19, 2016

4:00 PM

Council Chambers

City Council

I. Call to Order

II. Call to Prayer and Pledge of Allegiance

III. Agenda Order

IV. PRESENTATION AGENDA

V. POLICY AGENDA

V.-1 2016-2402 Adopt the January 19, 2016 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2016 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Attachments: Jan 19 2016 Amendments

executed Jan 19 2016 Amendments RES#2016-7

V.-2 2016-2403 Adopt a Resolution setting Public Hearing for February 16, 2016 at 4:00P.M. in the Council Chambers at City Hall, on the Tax Increment Financing Plan, Midtown Hattiesburg District Project, (Elam Arms Project).

Attachments: Resolution-Elam Arms _PH

Notice of PH- Elam Arms

executed Resolution-Elam Arms _PH RES#2016-8

V.-3 2015-2391 Adopt a Resolution approving the form of and authorizing the execution of a development agreement between the City of Hattiesburg, Mississippi and Hardy South, LLC, Its successors and assigns relating to the Tax Increment Financing Plan, Hattiesburg, Mississippi (Hardy South Project); and for related purposes.

Attachments: Exhibit 1- Legal Description

Development Agreement

Development agreement resolution-Hardy South LLC

executed Development agreement resolution-Hardy South LLC RES#2016-9

V.-4 2016-2398 Adopt a Resolution setting the parameters necessary for the sale by the Mississippi Development Bank of Taxable Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) in the aggregate principal amount of not to exceed Twenty Five Million Dollars ($25,000,000) to provide funds for a loan between the City and the Bank pursuant to the loan agreement between the Bank and the City (The Loan Agreement), and secured by a taxable promissory note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) in the principal amount not to exceed Twenty Five Million Dollars ($25,000,000) (The Note); authorizing Butler Snow and Government Consultants to negotiate and/or solicit proposals for the potential sale of said special obligation bonds; and approving the form of the documents necessary for the sale, including the loan agreement, the note, the indenture of trust, the official proposal and the Bond Purchase Agreement; and for related purposes.

Attachments:
- MS Taxable Water & Sewer Revenue Bonds, 2016 - City Sales Parameter Resc
- executed MS Taxable Water & Sewer Revenue Bonds, 2016 - City Sales Parar
- MDB - Hattiesburg, MS Taxable Water & Sewer Revenue Bonds, 2016 - Form c
- MdB - Hattiesburg, MS Taxable Water & Sewer Revenue Bonds, 2016 - Form o
- MDB - Hattiesburg, MS Taxable Water & Sewer Revenue Bonds, 2016 - Form c
- MDB - Hattiesburg, MS Taxable Water & Sewer Revenue Bonds, 2016 - Form c

V.-5 2015-397 Adopt a Resolution authorizing Requisition No. 43 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. 43
- executed 2013 Bond Resolution No. 43 RES#2016-11

V.-6 2015-396 Adopt a Resolution to authorize and approve the Mayor to apply for funding approval of Transportation Alternatives Program (TAP) to construct Bicycle and Pedestrian Improvements for Hattiesburg, MS; and execute certification document for same.

Attachments:
- Bicycle & Pedestrian Improvements Resolution
- Bicycle & Pedestrians TAP
- Bicycle Pedestrians Budget form
- Bicycle Pedestrians Project application
- Bicycle Pedestrians certification letter
- Bicycle Pedestrians cover letter
- executed Bicycle & Pedestrian Improvements Resolution RES#2016-12

V.-7 2015-395 Adopt a Resolution to authorize and approve the Mayor to apply for funding approval of Transportation Alternatives Program (TAP) for Lillie Burney Elementary School Safe Routes To School Improvements and execute certification document for same.

Attachments:
- SRTS Lillie Burney cover letter
- SRTS Lillie Burney certification letter
- SRTS Lillie Burney Project application
- SRTS Lillie Burney Budget form
- SRTS Lillie Burney packet
- SRTS Lillie Burney TAP Resolution
- executed SRTS Lillie Burney TAP Resolution RES#2016-13

V.-8 2015-394 Adopt a Resolution to authorize and approve the Mayor to apply for funding approval of Transportation Alternatives Program (TAP) for Improvements along Penton Street; execute certification document for project, and execute Memorandum of Understanding for same.

Attachments:
- TAP Resolution
- Cover Letter
- Certification Letter
- MOU with William Carey University
- Penton Street Improvements
- Budget Form
- Project Application
- executed TAP Resolution RES#2016-14

V.-9 2015-2390 Authorize Mayor to execute professional services agreement with Butler Snow LLP in connection with the Mississippi 2016 Continuing Disclosure filing.

Attachments:
- Continuing Disclosure Engagment Letter 2016 - City of Hattiesburg (for FY 201
- executed Continuing Disclosure Engagment Letter 2016 - City of Hattiesburg (fc

V.-10 2015-2387 Authorize Mayor to execute agreement between the Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department to administer the course curriculum of NFPA 1021; for an amount not to exceed $9,008.00.

Attachments:
- NFPA 1021 CONTRACT 2016
- executed NFPA 1021 CONTRACT 2016

V.-11 2015-2392 Authorize the Mayor to execute in duplicate Memorandum of Understanding (MOU) between City of Hattiesburg, Mississippi, and Wesley Health System, Inc. regarding additional land required for new well located at Lot 11, Methodist Medical Park, Hattiesburg, Mississippi.

Attachments: MOU City and Wesley Health Systems

executed MOU City and Wesley Health Systems

V.-12 2015-2393 Authorize and Approve the Mayor to execute professional services agreement between the City of Hattiesburg and Thompson Placemaking illustration, to provide Midtown Form Based Code Development Review services to the City of Hattiesburg.

Attachments: Thompson - Hattiesburg Proposal 1-11-16

Thompson Resume

executed Thompson - Hattiesburg Proposal 1-11-16

V.-13 2015-2389 Approve Supplemental Agreement No. 1 for comSWIP Water System Expansion on Veterans Memorial Blvd. and 28th Ave. Extension, Hattiesburg, MS, increasing construction contract by $ 80,010.35; Authorize Mayor to execute three (3) copies of said Supplemental Agreement No.1; Approve Final Acceptance of comSWIP Water System Expansion; and Authorize Publication of the Notice of Final Settlement of contract of said project.

Attachments: Veterans Memorial Affidavit Release

Veterans Memorail Bond Release

Veterans Memorial Consent of Surety

Veterans Memorial Warranty Letter

Veterans Memorial Supplemental Agreement 1

NOTICE OF FINAL SETTLEMENT Veterans Memorial

executed Veterans Memorial Supplemental Agreement 1

V.-14 **2016-2397** Approve or Deny changes to wages and salaries proposed in accordance with ordinance 3154 Section III-H, in the attached documents.

Attachments: Wage Change- Schramn

Council Wage Requests 011916

VI. ROUTINE AGENDA

VI.-1 2015-2388 Authorize the Mayor to execute a rental agreement between the City of Hattiesburg and RJ Young, for a copier located in the Fire Administration/Prevention Office for a period of 48 months, at a cost of $194.00 per month.

Attachments: RJ YOUNG RENTAL AGREEMENT

executed RJ YOUNG RENTAL AGREEMENT

VI.-2 2015-2383 Acknowledge receipt of monthly budget report for the month of December 31, 2015, on permanent file in the City Clerk's Office.

Attachments: EXP15.1215

REV15.1215

VI.-3 2015-2386 Acknowledge receipt of the annual actuarial valuation report covering the participation of the City of Hattiesburg in the Mississippi Municipal Retirement Systems (Police & Fire Disability & Relief, P&F D&R) received on December 16, 2015.

Attachments: Actuarial Valuation- 6302015

MRS Report

PERS Report of Annual Valuation

VI.-4 2015-2385 Acknowledge receipt of letter from Mississippi Development Authority and Natural Resources Division approving the Energy Savings Performance Contract with Johnson Controls, Inc.

Attachments: MDA Letter of approval for energy contract

VI.-5 2016-2396 Acknowledge receipt of a Mississippi Landmark permit from the Mississippi Department of Archives and History to the City of Hattiesburg for an elevator and restroom addition at the (Old) Federal Courthouse, a Mississippi Landmark as defined by Section 39-7-11 of the Mississippi Code of 1972, as amended.

Attachments: Landmark Permit- Old Federal Courthouse

VI.-6 2016-2400 Approve Specifications and Authorize Publication of Advertisement for Various Term Bid Items for the Hattiesburg Water Department beginning on April 1, 2016

Attachments: Notice to Bidders-Water Term Bids
#6
#7
#8
#11
#13
#17
#20
#21
#23
#28
executed Notice to Bidders-Water Term Bids

VI.-7 2016-2399 Approve the sale of grave spaces, per attached memo.

Attachments: Deeds- 1-19-2016
Receipts-Grave-1-19-16
executed Deeds- 1-19-2016

VI.-8 2016-2401 Approve Specifications and Authorize Publication of Advertisement for Various Term Bid Items for the City of Hattiesburg Public Works Department beginning April 1, 2016.

Attachments: Notice to Bidder- Public Works Term Bids
#2 PW
#8 PW
#12 PW
#15 PW
#21 PW
#23 PW
#24 PW
#25 PW
#26 PW
executed Notice to Bidder- Public Works Term Bids

VI.-9 2015-2384 Approve claims docket for the period ending January 15, 2016.

Attachments: DOCKET 16.01-16

City of Hattiesburg, MS

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

Master

File Number: 2016-2402

File ID:	2016-2402	**Type:**	Resolution	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	01/13/2016
Brief Title:	January 19, 2016 Budget Amendments			**Final Action:**	01/19/2016
				Minute Book Number:	MB2016-13-14

Title:

Adopt the January 19, 2016 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2016 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Jan 19 2016 Amendments, executed Jan 19 2016 Amendments RES#2016-7	**Enactment Number:**	
Contact:		**Meeting Date:**	01/19/2016
Drafter:	Sharon Waits	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/19/2016	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt the January 19, 2016 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2016 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Council member Carroll asked Ms. Waits if she can provide written explanation of ways to create a budget line item called Ending Employee Cash to Council members. Ms. Waits replied that she has it ready, but has to do a final review.

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

Yeas: 4 - Delgado, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Bradley

Yea:	4	Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor
ΓEL-No Vote:	0	

Text of Legislative File 2016-2402

Title

Adopt the January 19, 2016 Amendments to the Budget for the City of Hattiesburg for the fiscal year ending September 30, 2016 and adopt resolution authorizing publication of amendments for funds in excess of 10% of the original appropriation fund balance.

Summary

January 19, 2016 Budget Amendments

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Publish in the Hattiesburg American

MEMORANDUM

TO: ***Mayor DuPree; Members of City Council***
FROM: ***Sharon Waits, CFO***
DATE: ***January 19, 2016***
SUBJECT: ***Proposed Budget Amendments***

Listed below are proposed amendments to the budget for FY 2016. The only item in this proposed amendment is to establish a budget for the Series 2015A (The Ridge at Turtle Creek TIF) and Series 2015B (Midtown Market TIF) Bond Construction Fund for issuance costs and infrastructure development costs. There is no impact on the General Fund.

Series 2015A and Series 2015B TIF Bond Construction Fund:

Establish budget for The Ridge at Turtle Creek and Midtown Market bond issuance costs and Infrastructure development $1,435,000

If you should need further explanation of the above information, please give me a call.

RESOLUTION

WHEREAS, the Mayor and City Council of the City of Hattiesburg, Mississippi, have determined that expenditures within the City will exceed the original budget appropriation; and

WHEREAS, the additional appropriation needed is in excess of ten percent (10%) of the original appropriation, and in accordance with Section 21-35-25 of the Mississippi Code of 1972, as amended, shall be published;

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

Section 1. That the following budget amendments are hereby authorized to be made in the city's TIF Construction Fund Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
$0.00	$128,001	$128,001	Budget issuance costs for bonds Series 2015A and Series 2015B issued for the Ridge at Turtle Creek TIF and Midtown Market TIF

Section 2. That the following budget amendments are hereby authorized to be made in the City's TIF Construction Fund Capital Outlays Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
$0.00	$1,174,392	$1,174,392	Budget bond proceeds for infrastructure development costs for the Ridge at Turtle Creek TIF and Midtown Market TIF

Section 3. That the following budget amendments are hereby authorized to be made in the City's TIF Construction Fund Transfers Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
$0.00	$132,607	$132,607	Budget Transfers to bond debt service fund

Section 4. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage, but nevertheless to be published according to law.

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, to wit;

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 19th day of January, 2016.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the19th day of January, 2016.

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ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Proposed Amended Budgets
Revenues & Beg. Cash Balance:					
Taxes -Other	$28,000		$28,000		$28,000
Licenses & Permits	4,514,300		4,514,300		$4,514,300
Intergovernmental Revenues:					$0
Federal	569,012		569,012		$569,012
State	193,953		193,953		$193,953
State-Shared	22,494,000		22,494,000		$22,494,000
County/City Shared	69,147		69,147		$69,147
Charges for Services:					$0
Public Safety	42,000		42,000		$42,000
Streets	7,000		7,000		$7,000
Sanitation	2,250,000		2,250,000		$2,250,000
Misc.	0		0		$0
Fines & Forf.	1,851,000		1,851,000		$1,851,000
Misc. Revenues	161,700	3,000	164,700		$164,700
Transfers-In	623,000		623,000		$623,000
Non-Revenue Receipts	3,030,860		3,030,860		$3,030,860
TOTAL REVENUES EXCLUSIVE OF			0		$0
PROPERTY TAXES	$35,833,972	$3,000	$35,836,972	$0	$35,836,972
Beg. Fund Balance	6,000,000	263,592	6,263,592		6,263,592
Property Tax Levy	14,278,000	0	14,278,000		14,278,000
TOTAL AVAIL. REVENUES	**$56,111,972**	**$266,592**	**$56,378,564**	**$0**	**$56,378,564**
THE GENERAL FUND EXPENDITURE BUDGETS:					
City Council					
Personnel	$253,555		$253,555		253,555
Supplies & Expenses	3,400		3,400		3,400
Other Services & Charges	125,285	1,347	126,632		126,632
Capital Outlays	0		0		0
Total - City Council	$382,240	$1,347	$383,587	$0	$383,587
City Court					
Personnel	$986,490		$986,490		986,490
Supplies & Expenses	14,550	5,000	19,550		19,550
Other Services & Charges	524,850	-5,000	519,850		519,850
Capital Outlays	0		0		0
Total - City Court	$1,525,890	$0	$1,525,890	$0	$1,525,890
Mayor/Admin.					
Personnel	$570,755		$570,755		570,755
Supplies & Expenses	28,324	558	28,882		28,882
Other Services & Charges	215,865	37,341	253,206		253,206
Capital Outlays	1,500	500	2,000		2,000
Total - Mayor/Admin.	$816,444	$38,399	$854,843	$0	$854,843

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Proposed Amended Budgets
Elections					
Personnel	$0		$0		$0
Supplies & Expenses	0		0		0
Other Services & Charges	0		0		0
Capital Outlays	0		0		0
Total - Elections	$0	$0	$0	$0	$0
Muni. Clerk					
Personnel	$170,650		$170,650		$170,650
Supplies & Expenses	4,080	736	4,816		4,816
Other Services & Charges	28,175		28,175		28,175
Capital Outlays	0		0		0
Total - Muni Clerk	$202,905	$736	$203,641	$0	$203,641
Accounting					
Personnel	$246,584		$246,584		$246,584
Supplies & Expenses	4,638	879	5,517		5,517
Other Services & Charges	3,020		3,020		3,020
Capital Outlays	0		0		0
Total - Accounting	$254,242	$879	$255,121	$0	$255,121
Purchasing					
Personnel	$159,464		$159,464		$159,464
Supplies & Expenses	7,500		7,500		7,500
Other Services & Charges	1,480		1,480		1,480
Capital Outlays			0		0
Total - Purchasing	$168,444	$0	$168,444	$0	$168,444
City Attorney					
Personnel	$101,285		$101,285		$101,285
Supplies & Expenses	0		0		0
Other Services & Charges	9,100		9,100		9,100
Capital Outlays	0		0		0
Total - City Attorney	$110,385	$0	$110,385	$0	$110,385
Human Resources					
Personnel	$181,754		$181,754		$181,754
Supplies & Expenses	7,391		7,391		7,391
Other Services & Charges	6,395		6,395		6,395
Capital Outlays	0		0		0
Total - Human Resources	$195,540	$0	$195,540	$0	$195,540
Loss Control					
Personnel	$109,927		$109,927		$109,927
Supplies & Expenses	8,190		8,190		8,190
Other Services & Charges	2,860		2,860		2,860
Capital Outlays	0		0		0
Total - Loss Control	$120,977	$0	$120,977	$0	$120,977

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Proposed Amended Budgets
Urban Development					
Personnel	$532,320		$532,320		$532,320
Supplies & Expenses	27,374	134	27,508		27,508
Other Services & Charges	75,681	1,058	76,739		76,739
Capital Outlays	0		0		0
Total - Urban Dev.	$635,375	$1,192	$636,567	$0	$636,567
Information Systems					
Personnel	$402,717		$402,717		$402,717
Supplies & Expenses	47,650		47,650		47,650
Other Services & Charges	432,310	13,866	446,176		446,176
Capital Outlays	280,000	5,640	285,640		285,640
Total - Inf. Systems	$1,162,677	$19,506	$1,182,183	$0	$1,182,183
Gen. Gov't Building					
Personnel			$0		$0
Supplies & Expenses	23,330	2,136	25,466		25,466
Other Services & Charges	176,624	1,055	177,679		177,679
Capital Outlays	500,000		500,000		500,000
Total - Gen. Gov't Building	$699,954	$3,191	$703,145	$0	$703,145
Intermodal Facility (Depot) O & M:					
Personnel	$0		$0		$0
Supplies & Expenses	8,750		8,750		8,750
Other Services & Charges	176,200		176,200		176,200
Capital Outlays	0		0		0
Total - Depot O & M	$184,950	$0	$184,950	$0	$184,950
Metro Planning					
Personnel	$256,497		$256,497		$256,497
Supplies & Expenses	14,500		14,500		14,500
Other Services & Charges	89,500		89,500		89,500
Capital Outlays	24,000		24,000		24,000
Total - Metro Planning	$384,497	$0	$384,497	$0	$384,497
Gen. Gov't Insurance/Other serv.					
Personnel	$3,211		$3,211		$3,211
Supplies & Expenses	1,200		1,200		1,200
Other Services & Charges	3,939,050	1,310	3,940,360		3,940,360
Capital Outlays			0		0
Total - Gen. Gov't Insur/other Serv.	$3,943,461	$1,310	$3,944,771	$0	$3,944,771
Federal Programs Administration					
Personnel	$318,065		318,065		318,065
Supplies	5,000		5,000		5,000
Other Services & Charges	45,000		45,000		45,000
Capital Outlay	0		0		0
Total - Federal Programs Admin.	$368,065	$0	$368,065	$0	$368,065

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Proposed Amended Budgets
Recap - General Government Cost Centers					
Personnel	***$4,293,274***	***$0***	***$4,293,274***	***$0***	***$4,293,274***
Supplies & Expenses	***$205,877***	***$9,443***	***$215,320***	***$0***	***$215,320***
Other Services & Charges	***$5,851,395***	***$50,977***	***$5,902,372***	***$0***	***$5,902,372***
Capital Outlays	***$805,500***	***$6,140***	***$811,640***	***$0***	***$811,640***
Total - Gen. Government	***$11,156,046***	***$66,560***	***$11,222,606***	***$0***	***$11,222,606***
Police					
Personnel	$10,575,835		$10,575,835		$10,575,835
Supplies & Expenses	712,000	33,782	745,782		745,782
Other Services & Charges	493,824	22,719	516,543		516,543
Capital Outlays	800,998		800,998		800,998
Total - Police	$12,582,657	$56,501	$12,639,158	$0	$12,639,158
Police & Fire Training					
Personnel	$35,810		$35,810		$35,810
Supplies & Expenses	130,000	$12,647	142,647		142,647
Other Services & Charges	79,600	2,340	81,940		81,940
Capital Outlays	0	0	0		0
Total - Police & Fire Training	$245,410	$14,987	$260,397	$0	$260,397
Fire					
Personnel	$7,321,758		$7,321,758		$7,321,758
Supplies & Expenses	306,508	2,651	309,159		309,159
Other Services & Charges	284,740	11,878	296,618		296,618
Capital Outlays	0		0		0
Total - Fire Dept.	$7,913,006	$14,529	$7,927,535	$0	$7,927,535
Code Enforcement					
Personnel	$607,436		$607,436		$607,436
Supplies & Expenses	25,938	1,965	27,903		27,903
Other Services & Charges	115,592	1,053	116,645		116,645
Capital Outlays	0	2,503	2,503		2,503
Total - Code Enforcement	$748,966	$5,521	$754,487	$0	$754,487
Contractual Services - Public Safety					
Personnel	$0		$0		$0
Supplies & Expenses	0		0		0
Other Services & Charges	1,501,000		1,501,000		1,501,000
Capital Outlays			0		0
Total - Cont. Serv. - Public Safety	$1,501,000	$0	$1,501,000	$0	$1,501,000
Public Services Cost Centers:					
Traffic Maint.					
Personnel	$438,006		$438,006		$438,006
Supplies & Expenses	143,570		143,570		143,570
Other Services & Charges	50,400		50,400		50,400
Capital Outlays	25,000		25,000		25,000
Total - Traffic Maint.	$656,976	$0	$656,976	$0	$656,976

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Proposed Amended Budgets
Streets					
Personnel	$1,838,623		$1,838,623		$1,838,623
Supplies & Expenses	485,700	7,263	492,963		492,963
Other Services & Charges	1,501,500	102,265	1,603,765		1,603,765
Capital Outlays	110,000		110,000		110,000
Total - Streets	$3,935,823	$109,528	$4,045,351	$0	$4,045,351
Street Lights					
Personnel			$0		$0
Supplies & Expenses			0		0
Other Services & Charges	1,170,000		1,170,000		1,170,000
Capital Outlays	0		0		0
Total - Street Lights	$1,170,000	$0	$1,170,000	$0	$1,170,000
Engineering					
Personnel	$381,530		$381,530		$381,530
Supplies & Expenses	9,600		9,600		9,600
Other Services & Charges	298,900	2,565	301,465		301,465
Capital Outlays	26,100		26,100		26,100
Total - Engineering	$716,130	$2,565	$718,695	$0	$718,695
Shop					
Personnel	$511,757		$511,757		$511,757
Supplies & Expenses	45,000	1,899	46,899		46,899
Other Services & Charges	47,000		47,000		47,000
Capital Outlays	0		0		0
Total - Shop	$603,757	$1,899	$605,656	$0	$605,656
GOFS					
Personnel	$270,708		$270,708		$270,708
Supplies & Expenses	9,900		9,900		9,900
Other Services & Charges	15,000	1,500	16,500		16,500
Capital Outlays	0		0		0
Total - GOFS	$295,608	$1,500	$297,108	$0	$297,108
Drainage					
Personnel	$193,495		$193,495		$193,495
Supplies & Expenses	55,500	16,250	71,750		71,750
Other Services & Charges	245,000		245,000		245,000
Capital Outlays	13,210		13,210		13,210
Total - Drainage	$507,205	$16,250	$523,455	$0	$523,455
Construction					
Personnel	$723,870		$723,870		$723,870
Supplies & Expenses	185,000	1,929	186,929		186,929
Other Services & Charges	148,000	1,432	149,432		149,432
Capital Outlays	25,000	0	25,000		25,000
Total - Construction	$1,081,870	$3,361	$1,085,231	$0	$1,085,231

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Proposed Amended Budgets
Sanitation					
Personnel	$1,460,225		1,460,225		$1,460,225
Supplies & Expenses	310,090	1,052	311,142		311,142
Other Services & Charges	1,194,050	5,598	1,199,648		1,199,648
Capital Outlays	0		0		0
Total - Sanitation	$2,964,365	$6,650	$2,971,015	$0	$2,971,015
Street Cleaning					
Personnel	$81,577		$81,577		$81,577
Supplies & Expenses	19,200		19,200		19,200
Other Services & Charges	4,600		4,600		4,600
Capital Outlays	0		0		0
Total - Street Cleaning	$105,377	$0	$105,377	$0	$105,377
Health					
Personnel	$477,936		$477,936		$477,936
Supplies & Expenses	151,000		151,000		151,000
Other Services & Charges	8,700		8,700		8,700
Capital Outlays	55,000		55,000		55,000
Total - Health	$692,636	$0	$692,636	$0	$692,636
Recap - Public Services:					
Personnel	***$6,377,727***	***$0***	***$6,377,727***	***$0***	***$6,377,727***
Supplies & Expenses	***$1,414,560***	***28,393***	***1,442,953***	***0***	***1,442,953***
Other Services & Charges	***$4,683,150***	***113,360***	***4,796,510***	***0***	***4,796,510***
Capital Outlays	***$254,310***	***0***	***254,310***	***0***	***254,310***
Total - Public Services	***$12,729,747***	***$141,753***	***$12,871,500***	***$0***	***$12,871,500***
Animal Control					
Personnel	$157,382		$157,382		$157,382
Supplies & Expenses	20,400		20,400		20,400
Other Services & Charges	124,883		124,883		124,883
Capital Outlays	44,000		44,000		44,000
Total - Animal Control	$346,665	$0	$346,665	$0	$346,665
Human/Social Assist.					
Personnel			$0		$0
Supplies & Expenses			0		0
Other Services & Charges	199,500		199,500		199,500
Capital Outlays			0		0
Total - Human/Social Assist.	$199,500	$0	$199,500	$0	$199,500
Economic Dev.					
Personnel			$0		$0
Supplies & Expenses			0		0
Other Services & Charges	230,000		230,000		230,000
Capital Outlays			0		0
Total - Economic Dev.	$230,000	$0	$230,000	$0	$230,000

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Proposed Amended Budgets
Debt Service					
Principal	$1,066,494		$1,066,494		$1,066,494
Interest	87,960		$87,960		$87,960
Total Debt Service	$1,154,454	$0	$1,154,454	$0	$1,154,454
Airport					
Personnel	$79,355		$79,355		$79,355
Supplies & Expenses	38,000		38,000		38,000
Other Services & Charges	85,000	958	85,958		85,958
Capital Outlays	0		0		0
Total - Airport	$202,355	$958	$203,313	$0	$203,313
Cemetery					
Personnel	$757,203		$757,203		$757,203
Supplies & Expenses	88,700		88,700		88,700
Other Services & Charges	50,300		50,300		50,300
Capital Outlays	102,500		102,500		102,500
Total - Cemetery	$998,703	$0	$998,703	$0	$998,703
Parking Garages					
Personnel	$217,157		$217,157		$217,157
Supplies & Expenses	7,170		7,170		7,170
Other Services & Charges	87,050	100	87,150		87,150
Capital Outlays	0		0		0
Total - Parking Garages	$311,377	$100	$311,477	$0	$311,477
Transfers to Other Funds	$3,460,000		$3,460,000		$3,460,000
EXPENDITURES & TRANSFERS	**$53,779,886**	**$300,909**	**$54,080,795**	**$0**	**$54,080,795**
Recap - General Fund					
Personnel	*$30,422,937*	*$0*	*$30,422,937*	*$0*	*$30,422,937*
Supplies & Expenses	*2,949,153*	*88,881*	*3,038,034*	*0*	*3,038,034*
Other Services & Charges	*13,786,034*	*203,385*	*13,989,419*	*0*	*13,989,419*
Capital Outlays	*2,007,308*	*8,643*	*2,015,951*	*0*	*2,015,951*
Principal Payments	*1,066,494*	*0*	*1,066,494*	*0*	*1,066,494*
Interest Payments	*87,960*	*0*	*87,960*	*0*	*87,960*
Total - Gen. Fund Cost Centers	*$50,319,886*	*$300,909*	*$50,620,795*	*$0*	*$50,620,795*
Transfers to Other Funds	*3,460,000*	*0*	*3,460,000*	*0*	*3,460,000*
Total - Expenditures & Transfers	*$53,779,886*	*$300,909*	*$54,080,795*	*$0*	*$54,080,795*
Ending Cash Budget	**$2,332,086**	**-$34,317**	**$2,297,769**	**$0**	**$2,297,769**

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Proposed Amended Budgets
ADMINISTRATIVE	$11,156,046		$11,222,606		$11,222,606
POLICE & ACADEMY	$12,828,067		$12,899,555		$12,899,555
FIRE	$7,913,006		$7,927,535		$7,927,535
CODE ENFORCEMENT	$748,966		$754,487		$754,487
PUBLIC WORKS	$12,729,747		$12,871,500		$12,871,500
DEBT SERVICE	$1,154,454		$1,154,454		$1,154,454
OTHER	$3,789,600		$3,790,658		$3,790,658
TRANSFERS	$3,460,000		$3,460,000		$3,460,000
PERSONNEL	$30,422,937		$30,422,937		$30,422,937
SUPPLIES	$2,949,153		$3,038,034		$3,038,034
OTHER SERVICES & CHARGES	$13,786,034		$13,989,419		$13,989,419
CAPITAL OUTLAY	$2,007,308		$2,015,951		$2,015,951
DEBT SERVICE	$1,154,454		$1,154,454		$1,154,454
TRANSFERS	$3,460,000		$3,460,000		$3,460,000

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Proposed Amended Budgets
Parks & Recreation (Fund #2):					
Recreation Maint. Cost Center					
Personnel	$1,303,492		$1,303,492		$1,303,492
Supplies & Expenses	355,371	54	355,425		355,425
Other Services & Charges	261,049	79,564	340,613		340,613
Capital Outlays	245,500		245,500		245,500
Total - Recreation Maint.	$2,165,412	$79,618	$2,245,030	$0	$2,245,030
Recreation Admin.					
Personnel	$464,453		$464,453		$464,453
Supplies & Expenses	88,550	122	88,672		88,672
Other Services & Charges	497,950	944	498,894		498,894
Capital Outlays	30,000		30,000		30,000
Total - Recreation Admin.	$1,080,953	$1,066	$1,082,019	$0	$1,082,019
Kamper Park Zoo					
Personnel	$0		$0		$0
Supplies & Expenses	0		0		0
Other Services & Charges	0		0		0
Capital Outlays	0		0		0
Total - Kamper Park	$0	$0	$0	$0	$0
Recap - Parks & Recreation Fund:					
Personnel	***$1,767,945***	***$0***	***$1,767,945***	***$0***	***$1,767,945***
Supplies & Expenses	***443,921***	***176***	***444,097***	***0***	***444,097***
Other Services & Charges	***758,999***	***80,508***	***839,507***	***0***	***839,507***
Capital Outlays	***275,500***	***0***	***275,500***	***0***	***275,500***
Total - Recreation Maint.	***$3,246,365***	***$80,684***	***$3,327,049***	***$0***	***$3,327,049***
Municipal Fire Protection (Fund #5):					
Personnel	$0		$0		$0
Supplies & Expenses	68,861		68,861		68,861
Other Services & Charges	26,450	1,045	27,495		27,495
Capital Outlays	272,953	787,299	1,060,252		1,060,252
Principal Payments	161,260		161,260		161,260
Interest Payments	10,825		10,825		10,825
Total - Municipal Fire Prot. Fund	***$540,349***	***$788,344***	***$1,328,693***	***$0***	***$1,328,693***
Special Streets (Fund #8):					
Personnel	$0		$0		$0
Supplies & Expenses	0		0		0
Other Services & Charges	120,200	6,968	127,168		127,168
Capital Outlays	0		0		0
Total - Special Streets	***$120,200***	***$6,968***	***$127,168***	***$0***	***$127,168***

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Proposed Amended Budgets
Water & Sewer Operation & Maint. (Fund #9):					
Customer Accounts Cost Center					
Personnel	$460,572		$460,572		$460,572
Supplies & Expenses	29,580	1,293	30,873		30,873
Other Services & Charges	142,950		142,950		142,950
Capital Outlays	0	19,961	19,961		19,961
Total - Customer Accounts	$633,102	$21,254	$654,356	$0	$654,356
Water Transmission Cost Center					
Personnel	$806,161		$806,161		$806,161
Supplies & Expenses	225,500	2,716	228,216		228,216
Other Services & Charges	766,500	1,837	768,337		768,337
Capital Outlays	90,000		90,000		90,000
Total - Water Trans.	$1,888,161	$4,553	$1,892,714	$0	$1,892,714
Plant Cost Center					
Personnel	$638,411		$638,411		$638,411
Supplies & Expenses	138,500	64	138,564		138,564
Other Services & Charges	1,116,500	436	1,116,936		1,116,936
Capital Outlays	150,000		150,000		150,000
Total - Plant	$2,043,411	$500	$2,043,911	$0	$2,043,911
Sewer Cost Center					
Personnel	$770,792		$770,792		$770,792
Supplies & Expenses	301,800	7,255	309,055		309,055
Other Services & Charges	1,233,200	19,579	1,252,779		1,252,779
Capital Outlays	40,000		40,000		40,000
Total - Water Trans.	$2,345,792	$26,834	$2,372,626	$0	$2,372,626
Lagoon Cost Center					
Personnel	$308,844		$308,844		$308,844
Supplies & Expenses	349,700	28,763	378,463		378,463
Other Services & Charges	1,600,000	10,039	1,610,039		1,610,039
Capital Outlays	540,000		540,000		540,000
Principal Payments	0		0		0
Interest Payments	0		0		0
Total - Lagoon Cost Center	$2,798,544	$38,802	$2,837,346	$0	$2,837,346
Recap: Water & Sewer O & M Fund:					
Personnel	***$2,984,780***	***$0***	***$2,984,780***	***$0***	***$2,984,780***
Supplies & Expenses	***1,045,080***	***40,091***	***1,085,171***	***0***	***1,085,171***
Other Services & Charges	***4,859,150***	***31,891***	***4,891,041***	***0***	***4,891,041***
Capital Outlays	***820,000***	***19,961***	***839,961***	***0***	***839,961***
Principal Payments	***0***	***0***	***0***	***0***	***0***
Interest Payments	***0***	***0***	***0***	***0***	***0***
Total - Water & Sewer O & M Fund	***$9,709,010***	***$91,943***	***$9,800,953***	***$0***	***$9,800,953***
Water & Sewer Bond & Int. (Fund #10):					
Principal Payments	$2,370,000		$2,370,000		$2,370,000
Interest Payments	$2,165,016		$2,165,016		$2,165,016
Paying Agent Fees	$8,000		$8,000		$8,000
Total - W & S Bond & Int. Fund	***$4,543,016***	***$0***	***$4,543,016***	***$0***	***$4,543,016***

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Proposed Amended Budgets
Water & Sewer Revenue (Fund #11):					
Principal Payments	$397,000		$397,000		$397,000
Interest Payments	22,700		22,700		22,700
other services & charges	52,900		52,900		52,900
Transfers to other funds	16,902,600		16,902,600		16,902,600
Total - W & S Revenue Fund	***$17,375,200***	***$0***	***$17,375,200***	***$0***	***$17,375,200***
1999 Tax Increment (Walmart) Bond & Int (Fund #12):					
Principal Payments	$0		$0		$0
Interest Payments	0		0		0
Paying Agent Fees	0		0		0
Total - 1999 TIF Bond & Int Fund	***$0***	***0***	***$0***	***0***	***$0***
City Bond & Interest (Fund #13):					
Principal Payments	$2,805,000		$2,805,000		$2,805,000
Interest Payments	367,388		367,388		367,388
Other Services & Charges	39,000		39,000		39,000
Paying Agent Fees	15,000		15,000		15,000
Total - 1999 TIF Bond & Int Fund	***$3,226,388***	***$0***	***$3,226,388***	***$0***	***$3,226,388***
USA Yeast Bond & Interest (Fund #15):					
Principal Payments	$0	$0	$0		$0
Interest Payments	0	0	0		0
Transfers Out	0	0	0		0
other services & charges	0		0		0
Total - 1999 TIF Bond & Int Fund	***$0***	***0***	***$0***	***0***	***0***
Police Fines & Forfeitures (Fund #19):					
Personnel	$0		$0		$0
Supplies & Expenses	169,355		169,355		169,355
Other Services & Charges	26,100		26,100		26,100
Capital Outlays	51,900		51,900		51,900
Transfers	0		0		0
Total - Fines & Forf. Fund	***$247,355***	***$0***	***$247,355***	***$0***	***$247,355***
Series 2002 TIF Bond & Int (Southern Pointe, Fund #20):					
Principal Payments	$130,000		$130,000		$130,000
Interest Payments	117,128		117,128		117,128
other services & charges	2,000		2,000		2,000
Total - 1999 TIF Bond & Int Fund	***$249,128***	***0***	***$249,128***	***0***	***$249,128***
Series 2004 TIF Bond & Int (Home Depot, Fund #21):					
Principal Payments	$0		$0		$0
Interest Payments	0		0		0
other services & charges	0		0		0
Total - 2004 TIF Bond & Int Fund	***$0***	***0***	***$0***	***0***	***$0***

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Proposed Amended Budgets
Series 2003 TIF Bond & Int (Chauvet Sq., Fund #22):					
Principal Payments	$110,000		$110,000		$110,000
Interest Payments	82,688		82,688		82,688
other services & charges	2,000		2,000		2,000
Transfers to other Funds	0		0		0
Total - 2003 TIF Bond & Int Fund	***$194,688***	***$0***	***$194,688***	***$0***	***$194,688***
Series 2007 TIFBond & Int (Turtle Creek Fund 23):					
Principal Payments	345,000		345,000		345,000
Interest Payments	107,689		107,689		107,689
Other Services & Charges	5,000		5,000		5,000
Total - 2007 TIF Bond & Int Fund	***$457,689***		***$457,689***		***$457,689***
Series 2008 TIF Bond & Int (Lincoln Center Fund 24):					
Principal Payments	$40,000		40,000		40,000
Interest Payments	$14,800		14,800		14,800
Other Services & Charges	$1,000		1,000		1,000
Total - 2008 TIF Bond & Int Fund	***$55,800***	***$0***	***$55,800***	***$0***	***$55,800***
Series 2011 TIF Bond & Int (Turtle Creek Commons/Kohl's Fund 25):					
Principal Payments	$65,000		65,000		65,000
Interest Payments	$22,750		22,750		22,750
Other Services & Charges	$2,000		2,000		2,000
Total - 2008 TIF Bond & Int Fund	***$89,750***	***$0***	***$89,750***	***$0***	***$89,750***
Airport Imp. (Fund #39):					
Personnel	$0		$0		$0
Supplies & Expenses	0		0		0
Other Services & Charges			0		0
Capital Outlays	2,508,767		2,508,767		2,508,767
Total - Airport Imp. Fund	***$2,508,767***	***$0***	***$2,508,767***	***$0***	***$2,508,767***
2009 Gen.Oblig.Refunding Bonds (Fund #50)					
Bonds Redeemed			0		0
Interest on Bonds			0		0
Paying Agent Fees			0		0
Other Services & Charges			0		0
Total - 2007 G.O.Refunding	**0**	**0**	**0**		**0**
Municipal Road & Bridge (Fund #72):					
Personnel	$0		$0		$0
Supplies & Expenses	0		0		0
Other Services & Charges	1,148,000	400	1,148,400		1,148,400
Capital Outlays	5,835,888	85,353	5,921,241		5,921,241
Principal	115,074		115,074		115,074
Interest	2,095		2,095		2,095
Total - Municipal Road & Bridge	***$7,101,057***	***$85,753***	***$7,186,810***	***$0***	***$7,186,810***

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Proposed Amended Budgets
Mass Transit (Fund #73):					
Personnel	$773,705		$773,705		$773,705
Supplies & Expenses	217,400	61	217,461		217,461
Other Services & Charges	239,300	372,288	611,588		611,588
Capital Outlays	467,418		467,418		467,418
Total - Mass Transit Fund	***$1,697,823***	***$372,349***	***$2,070,172***	***$0***	***$2,070,172***
Water & Sewer Construction (Fund #75):					
Personnel	$0		$0		$0
Supplies & Expenses	0		0		0
Other Services & Charges	1,208,000		1,208,000		1,208,000
Capital Outlays	2,400,000		2,400,000		2,400,000
Total - W & S Construction Fund	***$3,608,000***	***$0***	***$3,608,000***	***$0***	***$3,608,000***
Community Centers (Fund #77):					
Personnel	$553,280		$553,280		$553,280
Supplies & Expenses	66,350	73	66,423		66,423
Other Services & Charges	190,450	2,281	192,731		192,731
Capital Outlays	207,500	192,829	400,329		400,329
Total - Community Centers Fund	***$1,017,580***	***$195,183***	***$1,212,763***	***$0***	***$1,212,763***
Community Dev. Block Grant (Fund #82):					
Personnel	$96,267		$96,267		$96,267
Supplies & Expenses	7,100		7,100		7,100
Other Services & Charges	147,791		147,791		147,791
Capital Outlays	791,662		791,662		791,662
Transfers	0		0		0
Total - CDBG Fund	***$1,042,820***	***$0***	***$1,042,820***	***$0***	***$1,042,820***
Series 2009 G.O. Bonds - AMR Project (Fund #78)					
Supplies	***$0***		0		0
Other Services & Charges	$0		0		0
Transfers Out	$0		0		0
Capital Outlay	0		0		0
Total - Series 2009 G.O. Bonds	***$0***	***$0***	***$0***	***$0***	***$0***
Public Safety/Recreation Construction (Fund #88):					
Personnel	$0		$0		$0
Supplies & Expenses	0		0		0
Other Services & Charges	2,800,000		2,800,000		2,800,000
Capital Outlays	22,200,000		22,200,000		22,200,000
Transfers to other Funds	0		0		0
Total - Series 2002 Const. Fund	***$25,000,000***	***$0***	***$25,000,000***	***$0***	***$25,000,000***
MDA Energy Efficiency Capital Projects (Fund 89):					
Personnel	$0		$0		$0
Supplies & Expenses	0		0		0
Other Services & Charges	0		0		0
Capital Outlays	7,449,713		7,449,713		7,449,713
Transfers	0		0		0
Total - Series 2004 Const. Fund	***$7,449,713***	***$0***	***$7,449,713***	***$0***	***$7,449,713***

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Proposed Amended Budgets
Series 2008 G.O. Note (Downtown Lighting)(Fund # 90):					
Personnel	$0		$0		$0
Supplies & Expenses	0		0		0
Other Services & Charges	0		0		0
Capital Outlays			0		0
Transfers	0		0		0
Total - Series 2004 Const. Fund	***$0***	***$0***	***$0***	***$0***	***$0***
TIF Construction (Fund # 91):					
Personnel	$0		$0		$0
Supplies & Expenses	0		0		0
Other Services & Charges	0		0	128,001	128,001
Capital Outlays	0		0	1,174,392	1,174,392
Transfers	0		0	132,607	132,607
Total - Series 2004 Const. Fund	***$0***	***$0***	***$0***	***$1,435,000***	***$1,435,000***
Series 2001 G.O. Bond Construction (Fund # 95):					
Personnel	$0		$0		$0
Supplies & Expenses	0		0		0
Other Services & Charges	0		0		0
Capital Outlays	175	-2	173		173
Transfers	0		0		0
Total - Series 2001 Const. Fund	***$175***	***-$2***	***$173***	***$0***	***$173***
Mississippi Dev. Bank Construction (Fund # 96):					
Personnel	$0		$0		$0
Supplies & Expenses	0		0		0
Other Services & Charges	0		0		0
Transfers			0		0
Capital Outlays	0		0		0
Total - MDB Fund	***$0***	***$0***	***$0***	***$0***	***$0***
Kamper Park Imp. (Fund #98):					
Personnel	$0		$0		$0
Supplies & Expenses	0		0		0
Other Services & Charges	0		0		0
Capital Outlays	2,245	-4	2,241		2,241
Total - Kamper Park Imp. Fund	***$2,245***	***-$4***	***$2,241***	***$0***	***$2,241***
Series 2010 Water & Sewer G.O. Constr. (Fund #99):					
Personnel					
Supplies & Expenses					
Other Services & Charges			0		0
Capital Outlay	$0		0		0
Transfers out	$0		0		$0
Total - Series 2010 Constr.	***$0***	***$0***	***$0***	***$0***	***$0***

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Proposed Amended Budgets
Series 2013 Water & Sewer Revenue Constr. (Fund #105):					
Personnel			0		0
Supplies & Expenses			0		0
Other Services & Charges	$4,000,000	$3,500,000	7,500,000		7,500,000
Capital Outlay	$10,927,400	-$3,237,186	7,690,214		7,690,214
Transfers			0		0
Total - Series 2013 Constr.	***$14,927,400***	***$262,814***	***$15,190,214***	***$0***	***$15,190,214***
Series 2012 Water & Sewer Const. (Fund #94):					
Personnel	$0		$0		$0
Supplies & Expenses	0		0		0
Other Services & Charges	0		0		0
Capital Outlays	21,244		21,244		21,244
Transfers Out	0		0		0
Total - Series 2012 Const.	***$21,244***	***$0***	***$21,244***	***$0***	***$21,244***
GRAND TOTAL - FUNDS OTHER THAN THE GENERAL FUND	**$104,431,762**	**$1,884,032**	**$106,315,794**	**$1,435,000**	**$107,750,794**
General Fund	**$53,779,886**	**$300,909**	**$54,080,795**	**$0**	**$54,080,795**
TOTAL EXPENDITURES & TRANSFERS	**$158,211,648**	**$2,184,941**	**$160,396,589**	**$1,435,000**	**$161,831,589**
Less: Interfund Transfers	**-20,362,600**	**0**	**-20,362,600**	**-132,607**	**-20,495,207**
TOTAL EXPENDITURES	**$137,849,048**	**$2,184,941**	**$140,033,989**	**$1,302,393**	**$141,336,382**
Recap of City-Wide Expenditure Budgets:					
Personnel	***$36,598,914***	***$0***	***$36,598,914***	***$0***	***$36,598,914***
Supplies & Expenses	***$4,967,220***	***$129,282***	***$5,096,502***	***$0***	***$5,096,502***
Other Services & Charges	***$29,437,374***	***$4,198,766***	***$33,636,140***	***$128,001***	***$33,764,141***
Capital Outlays	***$56,239,673***	***-$2,143,107***	***$54,096,566***	***$1,174,392***	***$55,270,958***
Principal Payments	***7,604,828***	***0***	***7,604,828***	***0***	***7,604,828***
Interest Payments	***3,001,039***	***0***	***3,001,039***	***0***	***3,001,039***
Total Expenditure Budgets	***$137,849,048***	***$2,184,941***	***$140,033,989***	***$1,302,393***	***$141,336,382***

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2016

SERIES 2015A (The Ridge At Turtle Creek) and SERIES 2015B (Midtown Market) TIF Bond Construction Fund:

REVENUES & BEG. CASH:	
Proceeds from Bond Issue	$1,435,000
Interest Earnings	
Total Revenues	1,435,000
Beginning Cash and Investment Balance	0
TOTAL FROM ALL SOURCES	**$1,435,000**
EXPENDITURES & ENDING CASH:	
Other services & Charges	128,001
Capital Outlays	1,174,392
Transfers to Other Funds	132,607
Total Expenditures	$1,435,000
Cash Balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$1,435,000**

RESOLUTION

WHEREAS, the Mayor and City Council of the City of Hattiesburg, Mississippi, have determined that expenditures within the City will exceed the original budget appropriation; and

WHEREAS, the additional appropriation needed is in excess of ten percent (10%) of the original appropriation, and in accordance with Section 21-35-25 of the Mississippi Code of 1972, as amended, shall be published;

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

Section 1. That the following budget amendments are hereby authorized to be made in the city's TIF Construction Fund Other Services & Charges Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
$0.00	$128,001	$128,001	Budget issuance costs for bonds Series 2015A and Series 2015B issued for the Ridge at Turtle Creek TIF and Midtown Market TIF

Section 2. That the following budget amendments are hereby authorized to be made in the City's TIF Construction Fund Capital Outlays Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
$0.00	$1,174,392	$1,174,392	Budget bond proceeds for infrastructure development costs for the Ridge at Turtle Creek TIF and Midtown Market TIF

Section 3. That the following budget amendments are hereby authorized to be made in the City's TIF Construction Fund Transfers Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
$0.00	$132,607	$132,607	Budget Transfers to bond debt service fund

Section 4. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage, but nevertheless to be published according to law.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Councilperson Carroll, seconded by Councilperson Dryden, and was adopted by the following, to wit;

YEAS: Delgado
Carroll
Dryden
Naylor

NAYS: None ABSENT: Bradley

The President thereby declared the motion carried and the Resolution adopted, this the 19th day of January, 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

VICE PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the19th day of January, 2016.

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ATTEST:

CITY CLERK

APPROVED:

MAYOR

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Proposed Amended Budgets
Revenues & Beg. Cash Balance:					
Taxes -Other	$28,000		$28,000		$28,000
Licenses & Permits	4,514,300		4,514,300		$4,514,300
Intergovernmental Revenues:					$0
Federal	569,012		569,012		$569,012
State	193,953		193,953		$193,953
State-Shared	22,494,000		22,494,000		$22,494,000
County/City Shared	69,147		69,147		$69,147
Charges for Services:					$0
Public Safety	42,000		42,000		$42,000
Streets	7,000		7,000		$7,000
Sanitation	2,250,000		2,250,000		$2,250,000
Misc.	0		0		$0
Fines & Forf.	1,851,000		1,851,000		$1,851,000
Misc. Revenues	161,700	3,000	164,700		$164,700
Transfers-In	623,000		623,000		$623,000
Non-Revenue Receipts	3,030,860		3,030,860		$3,030,860
TOTAL REVENUES EXCLUSIVE OF			0		$0
PROPERTY TAXES	$35,833,972	$3,000	$35,836,972	$0	$35,836,972
Beg. Fund Balance	6,000,000	263,592	6,263,592		6,263,592
Property Tax Levy	14,278,000	0	14,278,000		14,278,000
TOTAL AVAIL. REVENUES	**$56,111,972**	**$266,592**	**$56,378,564**	**$0**	**$56,378,564**
THE GENERAL FUND EXPENDITURE BUDGETS:					
City Council					
Personnel	$253,555		$253,555		253,555
Supplies & Expenses	3,400		3,400		3,400
Other Services & Charges	125,285	1,347	126,632		126,632
Capital Outlays	0		0		0
Total - City Council	$382,240	$1,347	$383,587	$0	$383,587
City Court					
Personnel	$986,490		$986,490		986,490
Supplies & Expenses	14,550	5,000	19,550		19,550
Other Services & Charges	524,850	-5,000	519,850		519,850
Capital Outlays	0		0		0
Total - City Court	$1,525,890	$0	$1,525,890	$0	$1,525,890
Mayor/Admin.					
Personnel	$570,755		$570,755		570,755
Supplies & Expenses	28,324	558	28,882		28,882
Other Services & Charges	215,865	37,341	253,206		253,206
Capital Outlays	1,500	500	2,000		2,000
Total - Mayor/Admin.	$816,444	$38,399	$854,843	$0	$854,843

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Proposed Amended Budgets
Elections					
Personnel	$0		$0		$0
Supplies & Expenses	0		0		0
Other Services & Charges	0		0		0
Capital Outlays	0		0		0
Total - Elections	$0	$0	$0	$0	$0
Muni. Clerk					
Personnel	$170,650		$170,650		$170,650
Supplies & Expenses	4,080	736	4,816		4,816
Other Services & Charges	28,175		28,175		28,175
Capital Outlays	0		0		0
Total - Muni Clerk	$202,905	$736	$203,641	$0	$203,641
Accounting					
Personnel	$246,584		$246,584		$246,584
Supplies & Expenses	4,638	879	5,517		5,517
Other Services & Charges	3,020		3,020		3,020
Capital Outlays	0		0		0
Total - Accounting	$254,242	$879	$255,121	$0	$255,121
Purchasing					
Personnel	$159,464		$159,464		$159,464
Supplies & Expenses	7,500		7,500		7,500
Other Services & Charges	1,480		1,480		1,480
Capital Outlays			0		0
Total - Purchasing	$168,444	$0	$168,444	$0	$168,444
City Attorney					
Personnel	$101,285		$101,285		$101,285
Supplies & Expenses	0		0		0
Other Services & Charges	9,100		9,100		9,100
Capital Outlays	0		0		0
Total - City Attorney	$110,385	$0	$110,385	$0	$110,385
Human Resources					
Personnel	$181,754		$181,754		$181,754
Supplies & Expenses	7,391		7,391		7,391
Other Services & Charges	6,395		6,395		6,395
Capital Outlays	0		0		0
Total - Human Resources	$195,540	$0	$195,540	$0	$195,540
Loss Control					
Personnel	$109,927		$109,927		$109,927
Supplies & Expenses	8,190		8,190		8,190
Other Services & Charges	2,860		2,860		2,860
Capital Outlays	0		0		0
Total - Loss Control	$120,977	$0	$120,977	$0	$120,977

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Proposed Amended Budgets
Urban Development					
Personnel	$532,320		$532,320		$532,320
Supplies & Expenses	27,374	134	27,508		27,508
Other Services & Charges	75,681	1,058	76,739		76,739
Capital Outlays	0		0		0
Total - Urban Dev.	$635,375	$1,192	$636,567	$0	$636,567
Information Systems					
Personnel	$402,717		$402,717		$402,717
Supplies & Expenses	47,650		47,650		47,650
Other Services & Charges	432,310	13,866	446,176		446,176
Capital Outlays	280,000	5,640	285,640		285,640
Total - Inf. Systems	$1,162,677	$19,506	$1,182,183	$0	$1,182,183
Gen. Gov't Building					
Personnel			$0		$0
Supplies & Expenses	23,330	2,136	25,466		25,466
Other Services & Charges	176,624	1,055	177,679		177,679
Capital Outlays	500,000		500,000		500,000
Total - Gen. Gov't Building	$699,954	$3,191	$703,145	$0	$703,145
Intermodal Facility (Depot) O & M:					
Personnel	$0		$0		$0
Supplies & Expenses	8,750		8,750		8,750
Other Services & Charges	176,200		176,200		176,200
Capital Outlays	0		0		0
Total - Depot O & M	$184,950	$0	$184,950	$0	$184,950
Metro Planning					
Personnel	$256,497		$256,497		$256,497
Supplies & Expenses	14,500		14,500		14,500
Other Services & Charges	89,500		89,500		89,500
Capital Outlays	24,000		24,000		24,000
Total - Metro Planning	$384,497	$0	$384,497	$0	$384,497
Gen. Gov't Insurance/Other serv.					
Personnel	$3,211		$3,211		$3,211
Supplies & Expenses	1,200		1,200		1,200
Other Services & Charges	3,939,050	1,310	3,940,360		3,940,360
Capital Outlays			0		0
Total - Gen. Gov't Insur/other Serv.	$3,943,461	$1,310	$3,944,771	$0	$3,944,771
Federal Programs Administration					
Personnel	$318,065		318,065		318,065
Supplies	5,000		5,000		5,000
Other Services & Charges	45,000		45,000		45,000
Capital Outlay	0		0		0
Total - Federal Programs Admin.	$368,065	$0	$368,065	$0	$368,065

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Proposed Amended Budgets
Recap - General Government Cost Centers					
Personnel	***$4,293,274***	***$0***	***$4,293,274***	***$0***	***$4,293,274***
Supplies & Expenses	***$205,877***	***$9,443***	***$215,320***	***$0***	***$215,320***
Other Services & Charges	***$5,851,395***	***$50,977***	***$5,902,372***	***$0***	***$5,902,372***
Capital Outlays	***$805,500***	***$6,140***	***$811,640***	***$0***	***$811,640***
Total - Gen. Government	***$11,156,046***	***$66,560***	***$11,222,606***	***$0***	***$11,222,606***
Police					
Personnel	$10,575,835		$10,575,835		$10,575,835
Supplies & Expenses	712,000	33,782	745,782		745,782
Other Services & Charges	493,824	22,719	516,543		516,543
Capital Outlays	800,998		800,998		800,998
Total - Police	$12,582,657	$56,501	$12,639,158	$0	$12,639,158
Police & Fire Training					
Personnel	$35,810		$35,810		$35,810
Supplies & Expenses	130,000	$12,647	142,647		142,647
Other Services & Charges	79,600	2,340	81,940		81,940
Capital Outlays	0	0	0		0
Total - Police & Fire Training	$245,410	$14,987	$260,397	$0	$260,397
Fire					
Personnel	$7,321,758		$7,321,758		$7,321,758
Supplies & Expenses	306,508	2,651	309,159		309,159
Other Services & Charges	284,740	11,878	296,618		296,618
Capital Outlays	0		0		0
Total - Fire Dept.	$7,913,006	$14,529	$7,927,535	$0	$7,927,535
Code Enforcement					
Personnel	$607,436		$607,436		$607,436
Supplies & Expenses	25,938	1,965	27,903		27,903
Other Services & Charges	115,592	1,053	116,645		116,645
Capital Outlays	0	2,503	2,503		2,503
Total - Code Enforcement	$748,966	$5,521	$754,487	$0	$754,487
Contractual Services - Public Safety					
Personnel	$0		$0		$0
Supplies & Expenses	0		0		0
Other Services & Charges	1,501,000		1,501,000		1,501,000
Capital Outlays			0		0
Total - Cont. Serv. - Public Safety	$1,501,000	$0	$1,501,000	$0	$1,501,000
Public Services Cost Centers:					
Traffic Maint.					
Personnel	$438,006		$438,006		$438,006
Supplies & Expenses	143,570		143,570		143,570
Other Services & Charges	50,400		50,400		50,400
Capital Outlays	25,000		25,000		25,000
Total - Traffic Maint.	$656,976	$0	$656,976	$0	$656,976

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Proposed Amended Budgets
Streets					
Personnel	$1,838,623		$1,838,623		$1,838,623
Supplies & Expenses	485,700	7,263	492,963		492,963
Other Services & Charges	1,501,500	102,265	1,603,765		1,603,765
Capital Outlays	110,000		110,000		110,000
Total - Streets	$3,935,823	$109,528	$4,045,351	$0	$4,045,351
Street Lights					
Personnel			$0		$0
Supplies & Expenses			0		0
Other Services & Charges	1,170,000		1,170,000		1,170,000
Capital Outlays	0		0		0
Total - Street Lights	$1,170,000	$0	$1,170,000	$0	$1,170,000
Engineering					
Personnel	$381,530		$381,530		$381,530
Supplies & Expenses	9,600		9,600		9,600
Other Services & Charges	298,900	2,565	301,465		301,465
Capital Outlays	26,100		26,100		26,100
Total - Engineering	$716,130	$2,565	$718,695	$0	$718,695
Shop					
Personnel	$511,757		$511,757		$511,757
Supplies & Expenses	45,000	1,899	46,899		46,899
Other Services & Charges	47,000		47,000		47,000
Capital Outlays	0		0		0
Total - Shop	$603,757	$1,899	$605,656	$0	$605,656
GOFS					
Personnel	$270,708		$270,708		$270,708
Supplies & Expenses	9,900		9,900		9,900
Other Services & Charges	15,000	1,500	16,500		16,500
Capital Outlays	0		0		0
Total - GOFS	$295,608	$1,500	$297,108	$0	$297,108
Drainage					
Personnel	$193,495		$193,495		$193,495
Supplies & Expenses	55,500	16,250	71,750		71,750
Other Services & Charges	245,000		245,000		245,000
Capital Outlays	13,210		13,210		13,210
Total - Drainage	$507,205	$16,250	$523,455	$0	$523,455
Construction					
Personnel	$723,870		$723,870		$723,870
Supplies & Expenses	185,000	1,929	186,929		186,929
Other Services & Charges	148,000	1,432	149,432		149,432
Capital Outlays	25,000	0	25,000		25,000
Total - Construction	$1,081,870	$3,361	$1,085,231	$0	$1,085,231

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Proposed Amended Budgets
Sanitation					
Personnel	$1,460,225		1,460,225		$1,460,225
Supplies & Expenses	310,090	1,052	311,142		311,142
Other Services & Charges	1,194,050	5,598	1,199,648		1,199,648
Capital Outlays	0		0		0
Total - Sanitation	$2,964,365	$6,650	$2,971,015	$0	$2,971,015
Street Cleaning					
Personnel	$81,577		$81,577		$81,577
Supplies & Expenses	19,200		19,200		19,200
Other Services & Charges	4,600		4,600		4,600
Capital Outlays	0		0		0
Total - Street Cleaning	$105,377	$0	$105,377	$0	$105,377
Health					
Personnel	$477,936		$477,936		$477,936
Supplies & Expenses	151,000		151,000		151,000
Other Services & Charges	8,700		8,700		8,700
Capital Outlays	55,000		55,000		55,000
Total - Health	$692,636	$0	$692,636	$0	$692,636
Recap - Public Services:					
Personnel	***$6,377,727***	***$0***	***$6,377,727***	***$0***	***$6,377,727***
Supplies & Expenses	***$1,414,560***	***28,393***	***1,442,953***	***0***	***1,442,953***
Other Services & Charges	***$4,683,150***	***113,360***	***4,796,510***	***0***	***4,796,510***
Capital Outlays	***$254,310***	***0***	***254,310***	***0***	***254,310***
Total - Public Services	***$12,729,747***	***$141,753***	***$12,871,500***	***$0***	***$12,871,500***
Animal Control					
Personnel	$157,382		$157,382		$157,382
Supplies & Expenses	20,400		20,400		20,400
Other Services & Charges	124,883		124,883		124,883
Capital Outlays	44,000		44,000		44,000
Total - Animal Control	$346,665	$0	$346,665	$0	$346,665
Human/Social Assist.					
Personnel			$0		$0
Supplies & Expenses			0		0
Other Services & Charges	199,500		199,500		199,500
Capital Outlays			0		0
Total - Human/Social Assist.	$199,500	$0	$199,500	$0	$199,500
Economic Dev.					
Personnel			$0		$0
Supplies & Expenses			0		0
Other Services & Charges	230,000		230,000		230,000
Capital Outlays			0		0
Total - Economic Dev.	$230,000	$0	$230,000	$0	$230,000

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Proposed Amended Budgets
Debt Service					
Principal	$1,066,494		$1,066,494		$1,066,494
Interest	87,960		$87,960		$87,960
Total Debt Service	$1,154,454	$0	$1,154,454	$0	$1,154,454
Airport					
Personnel	$79,355		$79,355		$79,355
Supplies & Expenses	38,000		38,000		38,000
Other Services & Charges	85,000	958	85,958		85,958
Capital Outlays	0		0		0
Total - Airport	$202,355	$958	$203,313	$0	$203,313
Cemetery					
Personnel	$757,203		$757,203		$757,203
Supplies & Expenses	88,700		88,700		88,700
Other Services & Charges	50,300		50,300		50,300
Capital Outlays	102,500		102,500		102,500
Total - Cemetery	$998,703	$0	$998,703	$0	$998,703
Parking Garages					
Personnel	$217,157		$217,157		$217,157
Supplies & Expenses	7,170		7,170		7,170
Other Services & Charges	87,050	100	87,150		87,150
Capital Outlays	0		0		0
Total - Parking Garages	$311,377	$100	$311,477	$0	$311,477
Transfers to Other Funds	$3,460,000		$3,460,000		$3,460,000
EXPENDITURES & TRANSFERS	**$53,779,886**	**$300,909**	**$54,080,795**	**$0**	**$54,080,795**
Recap - General Fund					
Personnel	*$30,422,937*	*$0*	*$30,422,937*	*$0*	*$30,422,937*
Supplies & Expenses	*2,949,153*	*88,881*	*3,038,034*	*0*	*3,038,034*
Other Services & Charges	*13,786,034*	*203,385*	*13,989,419*	*0*	*13,989,419*
Capital Outlays	*2,007,308*	*8,643*	*2,015,951*	*0*	*2,015,951*
Principal Payments	*1,066,494*	*0*	*1,066,494*	*0*	*1,066,494*
Interest Payments	*87,960*	*0*	*87,960*	*0*	*87,960*
Total - Gen. Fund Cost Centers	*$50,319,886*	*$300,909*	*$50,620,795*	*$0*	*$50,620,795*
Transfers to Other Funds	*3,460,000*	*0*	*3,460,000*	*0*	*3,460,000*
Total - Expenditures & Transfers	*$53,779,886*	*$300,909*	*$54,080,795*	*$0*	*$54,080,795*
Ending Cash Budget	**$2,332,086**	**-$34,317**	**$2,297,769**	**$0**	**$2,297,769**

CITY OF HATTIESBURG, MS. - GENERAL FUND
Analysis of Revenue and Expenditure Budgets
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Proposed Amended Budgets
ADMINISTRATIVE	$11,156,046		$11,222,606		$11,222,606
POLICE & ACADEMY	$12,828,067		$12,899,555		$12,899,555
FIRE	$7,913,006		$7,927,535		$7,927,535
CODE ENFORCEMENT	$748,966		$754,487		$754,487
PUBLIC WORKS	$12,729,747		$12,871,500		$12,871,500
DEBT SERVICE	$1,154,454		$1,154,454		$1,154,454
OTHER	$3,789,600		$3,790,658		$3,790,658
TRANSFERS	$3,460,000		$3,460,000		$3,460,000
PERSONNEL	$30,422,937		$30,422,937		$30,422,937
SUPPLIES	$2,949,153		$3,038,034		$3,038,034
OTHER SERVICES & CHARGES	$13,786,034		$13,989,419		$13,989,419
CAPITAL OUTLAY	$2,007,308		$2,015,951		$2,015,951
DEBT SERVICE	$1,154,454		$1,154,454		$1,154,454
TRANSFERS	$3,460,000		$3,460,000		$3,460,000

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Proposed Amended Budgets
Parks & Recreation (Fund #2):					
Recreation Maint. Cost Center					
Personnel	$1,303,492		$1,303,492		$1,303,492
Supplies & Expenses	355,371	54	355,425		355,425
Other Services & Charges	261,049	79,564	340,613		340,613
Capital Outlays	245,500		245,500		245,500
Total - Recreation Maint.	$2,165,412	$79,618	$2,245,030	$0	$2,245,030
Recreation Admin.					
Personnel	$464,453		$464,453		$464,453
Supplies & Expenses	88,550	122	88,672		88,672
Other Services & Charges	497,950	944	498,894		498,894
Capital Outlays	30,000		30,000		30,000
Total - Recreation Admin.	$1,080,953	$1,066	$1,082,019	$0	$1,082,019
Kamper Park Zoo					
Personnel	$0		$0		$0
Supplies & Expenses	0		0		0
Other Services & Charges	0		0		0
Capital Outlays	0		0		0
Total - Kamper Park	$0	$0	$0	$0	$0
Recap - Parks & Recreation Fund:					
Personnel	***$1,767,945***	***$0***	***$1,767,945***	***$0***	***$1,767,945***
Supplies & Expenses	***443,921***	***176***	***444,097***	***0***	***444,097***
Other Services & Charges	***758,999***	***80,508***	***839,507***	***0***	***839,507***
Capital Outlays	***275,500***	***0***	***275,500***	***0***	***275,500***
Total - Recreation Maint.	***$3,246,365***	***$80,684***	***$3,327,049***	***$0***	***$3,327,049***
Municipal Fire Protection (Fund #5):					
Personnel	$0		$0		$0
Supplies & Expenses	68,861		68,861		68,861
Other Services & Charges	26,450	1,045	27,495		27,495
Capital Outlays	272,953	787,299	1,060,252		1,060,252
Principal Payments	161,260		161,260		161,260
Interest Payments	10,825		10,825		10,825
Total - Municipal Fire Prot. Fund	***$540,349***	***$788,344***	***$1,328,693***	***$0***	***$1,328,693***
Special Streets (Fund #8):					
Personnel	$0		$0		$0
Supplies & Expenses	0		0		0
Other Services & Charges	120,200	6,968	127,168		127,168
Capital Outlays	0		0		0
Total - Special Streets	***$120,200***	***$6,968***	***$127,168***	***$0***	***$127,168***

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Proposed Amended Budgets
Water & Sewer Operation & Maint. (Fund #9):					
Customer Accounts Cost Center					
Personnel	$460,572		$460,572		$460,572
Supplies & Expenses	29,580	1,293	30,873		30,873
Other Services & Charges	142,950		142,950		142,950
Capital Outlays	0	19,961	19,961		19,961
Total - Customer Accounts	$633,102	$21,254	$654,356	$0	$654,356
Water Transmission Cost Center					
Personnel	$806,161		$806,161		$806,161
Supplies & Expenses	225,500	2,716	228,216		228,216
Other Services & Charges	766,500	1,837	768,337		768,337
Capital Outlays	90,000		90,000		90,000
Total - Water Trans.	$1,888,161	$4,553	$1,892,714	$0	$1,892,714
Plant Cost Center					
Personnel	$638,411		$638,411		$638,411
Supplies & Expenses	138,500	64	138,564		138,564
Other Services & Charges	1,116,500	436	1,116,936		1,116,936
Capital Outlays	150,000		150,000		150,000
Total - Plant	$2,043,411	$500	$2,043,911	$0	$2,043,911
Sewer Cost Center					
Personnel	$770,792		$770,792		$770,792
Supplies & Expenses	301,800	7,255	309,055		309,055
Other Services & Charges	1,233,200	19,579	1,252,779		1,252,779
Capital Outlays	40,000		40,000		40,000
Total - Water Trans.	$2,345,792	$26,834	$2,372,626	$0	$2,372,626
Lagoon Cost Center					
Personnel	$308,844		$308,844		$308,844
Supplies & Expenses	349,700	28,763	378,463		378,463
Other Services & Charges	1,600,000	10,039	1,610,039		1,610,039
Capital Outlays	540,000		540,000		540,000
Principal Payments	0		0		0
Interest Payments	0		0		0
Total - Lagoon Cost Center	$2,798,544	$38,802	$2,837,346	$0	$2,837,346
Recap: Water & Sewer O & M Fund:					
Personnel	***$2,984,780***	***$0***	***$2,984,780***	***$0***	***$2,984,780***
Supplies & Expenses	***1,045,080***	***40,091***	***1,085,171***	***0***	***1,085,171***
Other Services & Charges	***4,859,150***	***31,891***	***4,891,041***	***0***	***4,891,041***
Capital Outlays	***820,000***	***19,961***	***839,961***	***0***	***839,961***
Principal Payments	***0***	***0***	***0***	***0***	***0***
Interest Payments	***0***	***0***	***0***	***0***	***0***
Total - Water & Sewer O & M Fund	***$9,709,010***	***$91,943***	***$9,800,953***	***$0***	***$9,800,953***
Water & Sewer Bond & Int. (Fund #10):					
Principal Payments	$2,370,000		$2,370,000		$2,370,000
Interest Payments	$2,165,016		$2,165,016		$2,165,016
Paying Agent Fees	$8,000		$8,000		$8,000
Total - W & S Bond & Int. Fund	***$4,543,016***	***$0***	***$4,543,016***	***$0***	***$4,543,016***

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Proposed Amended Budgets
Water & Sewer Revenue (Fund #11):					
Principal Payments	$397,000		$397,000		$397,000
Interest Payments	22,700		22,700		22,700
other services & charges	52,900		52,900		52,900
Transfers to other funds	16,902,600		16,902,600		16,902,600
Total - W & S Revenue Fund	***$17,375,200***	***$0***	***$17,375,200***	***$0***	***$17,375,200***
1999 Tax Increment (Walmart) Bond & Int (Fund #12):					
Principal Payments	$0		$0		$0
Interest Payments	0		0		0
Paying Agent Fees	0		0		0
Total - 1999 TIF Bond & Int Fund	***$0***	***0***	***$0***	***0***	***$0***
City Bond & Interest (Fund #13):					
Principal Payments	$2,805,000		$2,805,000		$2,805,000
Interest Payments	367,388		367,388		367,388
Other Services & Charges	39,000		39,000		39,000
Paying Agent Fees	15,000		15,000		15,000
Total - 1999 TIF Bond & Int Fund	***$3,226,388***	***$0***	***$3,226,388***	***$0***	***$3,226,388***
USA Yeast Bond & Interest (Fund #15):					
Principal Payments	$0	$0	$0		$0
Interest Payments	0	0	0		0
Transfers Out	0	0	0		0
other services & charges	0		0		0
Total - 1999 TIF Bond & Int Fund	***$0***	***0***	***$0***	***0***	***0***
Police Fines & Forfeitures (Fund #19):					
Personnel	$0		$0		$0
Supplies & Expenses	169,355		169,355		169,355
Other Services & Charges	26,100		26,100		26,100
Capital Outlays	51,900		51,900		51,900
Transfers	0		0		0
Total - Fines & Forf. Fund	***$247,355***	***$0***	***$247,355***	***$0***	***$247,355***
Series 2002 TIF Bond & Int (Southern Pointe, Fund #20):					
Principal Payments	$130,000		$130,000		$130,000
Interest Payments	117,128		117,128		117,128
other services & charges	2,000		2,000		2,000
Total - 1999 TIF Bond & Int Fund	***$249,128***	***0***	***$249,128***	***0***	***$249,128***
Series 2004 TIF Bond & Int (Home Depot, Fund #21):					
Principal Payments	$0		$0		$0
Interest Payments	0		0		0
other services & charges	0		0		0
Total - 2004 TIF Bond & Int Fund	***$0***	***0***	***$0***	***0***	***$0***

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Proposed Amended Budgets
Series 2003 TIF Bond & Int (Chauvet Sq., Fund #22):					
Principal Payments	$110,000		$110,000		$110,000
Interest Payments	82,688		82,688		82,688
other services & charges	2,000		2,000		2,000
Transfers to other Funds	0		0		0
Total - 2003 TIF Bond & Int Fund	***$194,688***	***$0***	***$194,688***	***$0***	***$194,688***
Series 2007 TIFBond & Int (Turtle Creek Fund 23):					
Principal Payments	345,000		345,000		345,000
Interest Payments	107,689		107,689		107,689
Other Services & Charges	5,000		5,000		5,000
Total - 2007 TIF Bond & Int Fund	***$457,689***		***$457,689***		***$457,689***
Series 2008 TIF Bond & Int (Lincoln Center Fund 24):					
Principal Payments	$40,000		40,000		40,000
Interest Payments	$14,800		14,800		14,800
Other Services & Charges	$1,000		1,000		1,000
Total - 2008 TIF Bond & Int Fund	***$55,800***	***$0***	***$55,800***	***$0***	***$55,800***
Series 2011 TIF Bond & Int (Turtle Creek Commons/Kohl's Fund 25):					
Principal Payments	$65,000		65,000		65,000
Interest Payments	$22,750		22,750		22,750
Other Services & Charges	$2,000		2,000		2,000
Total - 2008 TIF Bond & Int Fund	***$89,750***	***$0***	***$89,750***	***$0***	***$89,750***
Airport Imp. (Fund #39):					
Personnel	$0		$0		$0
Supplies & Expenses	0		0		0
Other Services & Charges			0		0
Capital Outlays	2,508,767		2,508,767		2,508,767
Total - Airport Imp. Fund	***$2,508,767***	***$0***	***$2,508,767***	***$0***	***$2,508,767***
2009 Gen.Oblig.Refunding Bonds (Fund #50)					
Bonds Redeemed			0		0
Interest on Bonds			0		0
Paying Agent Fees			0		0
Other Services & Charges			0		0
Total - 2007 G.O.Refunding	**0**	**0**	**0**		**0**
Municipal Road & Bridge (Fund #72):					
Personnel	$0		$0		$0
Supplies & Expenses	0		0		0
Other Services & Charges	1,148,000	400	1,148,400		1,148,400
Capital Outlays	5,835,888	85,353	5,921,241		5,921,241
Principal	115,074		115,074		115,074
Interest	2,095		2,095		2,095
Total - Municipal Road & Bridge	***$7,101,057***	***$85,753***	***$7,186,810***	***$0***	***$7,186,810***

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Proposed Amended Budgets
Mass Transit (Fund #73):					
Personnel	$773,705		$773,705		$773,705
Supplies & Expenses	217,400	61	217,461		217,461
Other Services & Charges	239,300	372,288	611,588		611,588
Capital Outlays	467,418		467,418		467,418
Total - Mass Transit Fund	***$1,697,823***	***$372,349***	***$2,070,172***	***$0***	***$2,070,172***
Water & Sewer Construction (Fund #75):					
Personnel	$0		$0		$0
Supplies & Expenses	0		0		0
Other Services & Charges	1,208,000		1,208,000		1,208,000
Capital Outlays	2,400,000		2,400,000		2,400,000
Total - W & S Construction Fund	***$3,608,000***	***$0***	***$3,608,000***	***$0***	***$3,608,000***
Community Centers (Fund #77):					
Personnel	$553,280		$553,280		$553,280
Supplies & Expenses	66,350	73	66,423		66,423
Other Services & Charges	190,450	2,281	192,731		192,731
Capital Outlays	207,500	192,829	400,329		400,329
Total - Community Centers Fund	***$1,017,580***	***$195,183***	***$1,212,763***	***$0***	***$1,212,763***
Community Dev. Block Grant (Fund #82):					
Personnel	$96,267		$96,267		$96,267
Supplies & Expenses	7,100		7,100		7,100
Other Services & Charges	147,791		147,791		147,791
Capital Outlays	791,662		791,662		791,662
Transfers	0		0		0
Total - CDBG Fund	***$1,042,820***	***$0***	***$1,042,820***	***$0***	***$1,042,820***
Series 2009 G.O. Bonds - AMR Project (Fund #78)					
Supplies	***$0***		0		0
Other Services & Charges	$0		0		0
Transfers Out	$0		0		0
Capital Outlay	0		0		0
Total - Series 2009 G.O. Bonds	***$0***	***$0***	***$0***	***$0***	***$0***
Public Safety/Recreation Construction (Fund #88):					
Personnel	$0		$0		$0
Supplies & Expenses	0		0		0
Other Services & Charges	2,800,000		2,800,000		2,800,000
Capital Outlays	22,200,000		22,200,000		22,200,000
Transfers to other Funds	0		0		0
Total - Series 2002 Const. Fund	***$25,000,000***	***$0***	***$25,000,000***	***$0***	***$25,000,000***
MDA Energy Efficiency Capital Projects (Fund 89):					
Personnel	$0		$0		$0
Supplies & Expenses	0		0		0
Other Services & Charges	0		0		0
Capital Outlays	7,449,713		7,449,713		7,449,713
Transfers	0		0		0
Total - Series 2004 Const. Fund	***$7,449,713***	***$0***	***$7,449,713***	***$0***	***$7,449,713***

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Proposed Amended Budgets
Series 2008 G.O. Note (Downtown Lighting)(Fund # 90):					
Personnel	$0		$0		$0
Supplies & Expenses	0		0		0
Other Services & Charges	0		0		0
Capital Outlays			0		0
Transfers	0		0		0
Total - Series 2004 Const. Fund	***$0***	***$0***	***$0***	***$0***	***$0***
TIF Construction (Fund # 91):					
Personnel	$0		$0		$0
Supplies & Expenses	0		0		0
Other Services & Charges	0		0	128,001	128,001
Capital Outlays	0		0	1,174,392	1,174,392
Transfers	0		0	132,607	132,607
Total - Series 2004 Const. Fund	***$0***	***$0***	***$0***	***$1,435,000***	***$1,435,000***
Series 2001 G.O. Bond Construction (Fund # 95):					
Personnel	$0		$0		$0
Supplies & Expenses	0		0		0
Other Services & Charges	0		0		0
Capital Outlays	175	-2	173		173
Transfers	0		0		0
Total - Series 2001 Const. Fund	***$175***	***-$2***	***$173***	***$0***	***$173***
Mississippi Dev. Bank Construction (Fund # 96):					
Personnel	$0		$0		$0
Supplies & Expenses	0		0		0
Other Services & Charges	0		0		0
Transfers			0		0
Capital Outlays	0		0		0
Total - MDB Fund	***$0***	***$0***	***$0***	***$0***	***$0***
Kamper Park Imp. (Fund #98):					
Personnel	$0		$0		$0
Supplies & Expenses	0		0		0
Other Services & Charges	0		0		0
Capital Outlays	2,245	-4	2,241		2,241
Total - Kamper Park Imp. Fund	***$2,245***	***-$4***	***$2,241***	***$0***	***$2,241***
Series 2010 Water & Sewer G.O. Constr. (Fund #99):					
Personnel					
Supplies & Expenses					
Other Services & Charges			0		0
Capital Outlay	$0		0		0
Transfers out	$0		0		$0
Total - Series 2010 Constr.	***$0***	***$0***	***$0***	***$0***	***$0***

CITY OF HATTIESBURG, MS - GENERAL FUND
Analysis of Expenditure Budgets - Funds Other Than General
Fiscal Year Ending September 30, 2016

	Original FY 2016 Budgets	Oct/Nov/Dec Amend'ts	Amended Budgets	Jan/Feb Amend'ts	Proposed Amended Budgets
Series 2013 Water & Sewer Revenue Constr. (Fund #105):					
Personnel			0		0
Supplies & Expenses			0		0
Other Services & Charges	$4,000,000	$3,500,000	7,500,000		7,500,000
Capital Outlay	$10,927,400	-$3,237,186	7,690,214		7,690,214
Transfers			0		0
Total - Series 2013 Constr.	***$14,927,400***	***$262,814***	***$15,190,214***	***$0***	***$15,190,214***
Series 2012 Water & Sewer Const. (Fund #94):					
Personnel	$0		$0		$0
Supplies & Expenses	0		0		0
Other Services & Charges	0		0		0
Capital Outlays	21,244		21,244		21,244
Transfers Out	0		0		0
Total - Series 2012 Const.	***$21,244***	***$0***	***$21,244***	***$0***	***$21,244***
GRAND TOTAL - FUNDS OTHER THAN THE GENERAL FUND	**$104,431,762**	**$1,884,032**	**$106,315,794**	**$1,435,000**	**$107,750,794**
General Fund	**$53,779,886**	**$300,909**	**$54,080,795**	**$0**	**$54,080,795**
TOTAL EXPENDITURES & TRANSFERS	**$158,211,648**	**$2,184,941**	**$160,396,589**	**$1,435,000**	**$161,831,589**
Less: Interfund Transfers	**-20,362,600**	**0**	**-20,362,600**	**-132,607**	**-20,495,207**
TOTAL EXPENDITURES	**$137,849,048**	**$2,184,941**	**$140,033,989**	**$1,302,393**	**$141,336,382**
Recap of City-Wide Expenditure Budgets:					
Personnel	***$36,598,914***	***$0***	***$36,598,914***	***$0***	***$36,598,914***
Supplies & Expenses	***$4,967,220***	***$129,282***	***$5,096,502***	***$0***	***$5,096,502***
Other Services & Charges	***$29,437,374***	***$4,198,766***	***$33,636,140***	***$128,001***	***$33,764,141***
Capital Outlays	***$56,239,673***	***-$2,143,107***	***$54,096,566***	***$1,174,392***	***$55,270,958***
Principal Payments	***7,604,828***	***0***	***7,604,828***	***0***	***7,604,828***
Interest Payments	***3,001,039***	***0***	***3,001,039***	***0***	***3,001,039***
Total Expenditure Budgets	***$137,849,048***	***$2,184,941***	***$140,033,989***	***$1,302,393***	***$141,336,382***

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPALITY
BUDGET OF ESTIMATED REVENUES AND EXPENDITURES
For the Fiscal Year Ending September 30, 2016

SERIES 2015A (The Ridge At Turtle Creek) and SERIES 2015B (Midtown Market) TIF Bond Construction Fund:

REVENUES & BEG. CASH:	
Proceeds from Bond Issue	$1,435,000
Interest Earnings	
Total Revenues	1,435,000
Beginning Cash and Investment Balance	0
TOTAL FROM ALL SOURCES	**$1,435,000**
EXPENDITURES & ENDING CASH:	
Other services & Charges	128,001
Capital Outlays	1,174,392
Transfers to Other Funds	132,607
Total Expenditures	$1,435,000
Cash Balance at End of Year	0
TOTAL EXPENDITURES AND ENDING CASH BALANCE	**$1,435,000**

MEMORANDUM

TO: ***Mayor DuPree; Members of City Council***
FROM: ***Sharon Waits, CFO***
DATE: ***January 19, 2016***
SUBJECT: ***Proposed Budget Amendments***

Listed below are proposed amendments to the budget for FY 2016. The only item in this proposed amendment is to establish a budget for the Series 2015A (The Ridge at Turtle Creek TIF) and Series 2015B (Midtown Market TIF) Bond Construction Fund for issuance costs and infrastructure development costs. There is no impact on the General Fund.

Series 2015A and Series 2015B TIF Bond Construction Fund:

Establish budget for The Ridge at Turtle Creek and Midtown Market bond issuance costs and Infrastructure development $1,435,000

If you should need further explanation of the above information, please give me a call.

City of Hattiesburg, MS

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

Master

File Number: 2016-2403

File ID:	2016-2403	**Type:**	Resolution	**Status:**	Passed
Version:	2	**Reference:**		**In Control:**	City Council
				File Created:	01/14/2016
Brief Title:	Public Hearing for Midtown Hattiesburg District Project*Elam Arms*			**Final Action:**	01/19/2016
				Minute Book Number:	MB2016-14

Title:

Adopt a Resolution setting Public Hearing for February 16, 2016 at 4:00P.M. in the Council Chambers at City Hall, on the Tax Increment Financing Plan, Midtown Hattiesburg District Project, (Elam Arms Project).

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Resolution-Elam Arms _PH, Notice of PH- Elam Arms, executed Resolution-Elam Arms _PH RES#2016-8	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council - Amendments to the Agenda	01/19/2016					
1	City Council	01/19/2016	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt a Resolution setting Public Hearing for February 2, 2016 at 5:00P.M. in the Council Chambers at City Hall, on the Tax Increment Financing Plan, Midtown Hattiesburg District Project, (Elam Arms Project).

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

Yeas: 4 - Delgado, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Bradley

Yea:	4	Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor
ΓEL-No Vote:	0	

Text of Legislative File 2016-2403

Title

Adopt a Resolution setting Public Hearing for February 16, 2016 at 4:00P.M. in the Council Chambers at City Hall, on the Tax Increment Financing Plan, Midtown Hattiesburg District Project, (Elam Arms Project).

Summary

Setting Public Hearing for TIF- Elam Arms

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THAT THE MIDTOWN HATTIESBURG PROJECT AS AMENDED FOR THE ELAM ARMS PROJECT, A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE, THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN, AS AMENDED FOR THE ELAM ARMS PROJECT, AND FOR RELATED PURPOSES.

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

1. The Mississippi "Tax Increment Financing Act", Title 21, Chapter 45, Mississippi Code of 1972, as amended (the "Act"), authorizes municipalities and counties in the State of Mississippi to undertake and carry out redevelopment projects as defined therein with the use of Tax Increment Financing as set forth in detail in the Act, and also to carry out such projects jointly with other local governmental units, including foreign governmental units from other states, pursuant to the Regional Economic Development Act, Title 57, Chapter 64, Mississippi Code, as amended (the "REDA Act")

2. The Council has previously conducted hearings on and approved and adopted the Tax Increment Financing Redevelopment Plan, City of Hattiesburg, Mississippi 1998 (the "Redevelopment Plan") for the City. The Redevelopment Plan constitutes a qualified plan under the Act.

3. The Midtown Hattiesburg Group, in concert with the City and Forrest County is proposing to develop a project to be known as the Midtown Hattiesburg Project (the "Project") in the City and in the proposed TIF District as such term is defined herein. The City will enter into an Inter-local Agreement or a Regional Economic Development Agreement with Forrest County, Mississippi (the "County"), pursuant to the REDA Act to support the Project and to allow TIF Bond proceeds to be used to pay for the cost of infrastructure to support the Project. These costs will not exceed the sum of Fifteen Million Dollars ($15,000,000). The Developer is requesting the assistance of the City and the County in providing the funding for the infrastructure by the utilization of TIF.

4. The Redevelopment Plan previously adopted by the Council includes all land and real property located within the boundaries of the City. The Project appears to be a project of major economic significance within the City and to qualify as a project eligible for TIF under the Redevelopment Plan; and the participation on the part of the City is necessary and would be in

the public interest and would benefit the economic and financial well-being and the public health, safety and welfare of the City.

5. It is anticipated that there will be substantial increases in ad valorem tax revenues within the TIF District within the next few months and years as a result of the construction of the Project and that TIF bonds may be sold and issued at a time or times in the reasonably near future in anticipation of such development. The Council has been presented with a TIF plan entitled "The Tax Increment Financing Plan, Midtown Hattiesburg District Project, City of Hattiesburg, Mississippi, 2014, as amended for the Elam Arms Project, February 2016", (the "Amended TIF Plan"), which has attached as exhibits the map and legal description of the land included in the proposed TIF District which includes a map and description of the boundaries of the Elam Arms Project. It appears to the Council that the TIF District, which includes the Elam Arms boundaries, should be established by the Council as described in the amended Plan.

6. The City proposes to issue one or more series of Tax Increment Financing Revenue Bonds or Notes acting on behalf of itself and the County in an amount not to exceed Fifteen Million Dollars ($15,000,000), which will be secured solely by the City's pledge of the increased real and personal property ad valorem taxes, generated by construction and development in the TIF District, which funds will be used to pay the cost of construction of various infrastructure improvements in connection with the Project, including but not limited to installation of utilities such as water and 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, construction of parking facilities, sidewalks; installation of traffic signalization and signage; grading; landscaping of rights-of-way; purchase of rights-of-way necessary for the installation of the infrastructure improvements described hereinabove; capitalized interest, engineering; TIF Plan preparation fees; other incidental cost; and related professional fees for the Project. The construction of the aforementioned improvements will be undertaken to provide for the public convenience, health, and welfare. A more detailed scope of work including budgets will be identified in a development agreement and/or security and reimbursement agreement if necessary when development projects arise. If deemed necessary and appropriate, the City and County may require additional security from the developers of the project.

7. The City may exercise its authority as authorized by Section 21-45-3 of the Act.

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

SECTION ONE: That the Council of the City does hereby declare its intention to approve and adopt the amended TIF Plan and establish the TIF District and Elam Arms project boundaries as described in the amended TIF Plan and to issue one or more series of Tax Increment Financing Revenue Bonds or Notes, acting on behalf of itself and the County in an amount not to exceed Fifteen Million Dollars ($15,000,000) (the "Bonds") for the purpose of providing funds necessary to pay for the construction of various infrastructure improvements in connection with the Project, including, but not limited to, installation of utilities such as water and 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, construction of parking facilities, sidewalks; installation of traffic signalization and signage; grading; landscaping of rights-of-way; purchase of rights-of-way necessary for the installation of the infrastructure improvements described hereinabove; capitalized interest, engineering; TIF Plan preparation fees; other incidental cost; and related professional fees for the Project.

The construction of the aforementioned improvements will be undertaken to provide for the public convenience, health, and welfare. A more detailed scope of work including budgets will be identified in a development agreements and/or security and reimbursement agreements as necessary and appropriate. If deemed necessary and appropriate, the City and County may require additional security from the developers of the project.

SECTION TWO: When and if issued, the Bonds shall be secured solely by a pledge by the City and County of up to one hundred percent (100%) of the incremental increase in ad valorem tax revenues on real and personal property generated by construction and development in the TIF District which includes the Elam arms project. The Bonds shall not be secured by the full faith, credit, and the taxing power of the City or County nor create any other pecuniary liability on the part of the City of the County other than the pledge of the incremental increase in ad valorem taxes heretofore set forth. If deemed necessary and appropriate, the City and County may require additional security from the developers of the project.

SECTION THREE: A public hearing shall be held with respect to the amended TIF Plan in the regular meeting place of the Council in the Council Room at City Hall, 200 Forrest Street, Hattiesburg, Mississippi, at 4:00 P.M. on the 16th day of Feb, 2016.

SECTION FOUR: The Clerk of the Council is hereby directed to publish a notice of the public hearing in *The Hattiesburg American*, a newspaper in which the City is authorized to publish legal notices, one (1) time not less than ten (10) days nor more than Fifteen (20) days prior to the date set forth in paragraph 3 hereof, pursuant to and in compliance with the requirements of Section 21-45-11 of the Act.

SECTION FIVE: The Clerk of the Council is hereby directed to publish a notice of the intent of the City to issue TIF bonds in *The Hattiesburg American*, a newspaper published in the City, at least one (1) time not less than thirty (30) days prior to the date set forth in paragraph 3 hereof, pursuant to and in compliance with the requirements of Section 57-64-15 of the REDA Act.

The foregoing Resolution having been reduced to writing, was read by the Clerk and motion was made by Councilman _____, seconded by Councilman _____ to approve and upon a call for a vote, the following was recorded:

YEAS: **NAYS:**

The motion having received the affirmative vote of a majority of the members present, the President declared the motion carried and the resolution adopted this, the ____ day of January, 2016.

SEAL

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the ____ day of January, 2016.

_____ _____

CITY CLERK MAYOR

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held on Tuesday, February 16, 2016, at 4:00 P.M. in the Council Room at City Hall, 200 Forrest Street, Hattiesburg, Mississippi, on the *Tax Increment Financing Plan, Midtown Hattiesburg District Project, City of Hattiesburg, Mississippi, 2014, as Amended for the Elam Arms Project, February 2016* (the Amended "TIF Plan"), for consideration by the City Council. The City proposes to use the Amended TIF Plan in compliance with the Tax Increment Financing Redevelopment Plan, City of Hattiesburg, Mississippi, and further, to designate the project described in the Amended TIF Plan as appropriate for development and redevelopment through tax increment financing.

The general scope of the amended TIF Plan is a proposal that the City of Hattiesburg (the "City"), acting on behalf of itself and the County will issue one or more series of Tax Increment Financing Revenue Bonds or Notes (the "Bonds") in an amount not to exceed Fifteen Million Dollars ($15,000,000) in order to provide funds necessary to construct various infrastructure improvements in connection with the Project, as Amended for the Elam Arms Project including but not limited to installation of utilities such as water and 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; construction of public and private parking facilities; sidewalks, fire protection, installation of traffic signalization and signage; grading; lighting and landscaping of rights-of-way; purchase of rights-of-way necessary for the installation of infrastructure improvements described hereinabove; capitalized interest, engineering, TIF Plan preparation fees; other incidental cost; and related professional fees for the Project. The construction of the aforementioned improvements will be undertaken to provide for the public convenience, health and welfare. A more detailed scope of work including budgets will be identified in development agreements and/or security and reimbursement agreements as necessary and appropriate and when development projects arise.

Proceeds of the Bonds or Notes may also be used to fund capitalized interest and/or a debt service reserve fund as may be permitted under Section 21-45-1, *et. seq.*, Mississippi Code of 1972, as amended.

The Bonds or Notes shall be secured solely by a pledge of the City of up to hundred percent (100%) of the incremental increase in ad valorem tax revenues on real and personal property generated by construction and development in the TIF District, as described in the TIF Plan as amended for the Elam Arms Project, and will never be a general obligation of the City secured by the full faith, credit, and taxing power of the City or create any other pecuniary liability on the part of the City other than the pledge of the incremental increase in the ad valorem taxes set forth above. The City intends to enter an Interlocal Agreement with Forrest County pursuant to the Regional Economic Development Act to support the Project and allow for efficient use of proceeds of the Bonds. The County is expected to pledge up to one hundred percent (100%) of the incremental increase in ad valorem real and personal property taxes generated by development of the Elam Arms Project in the TIF District to support the Project as Amended by the Elam Arms Project. The Bonds will likewise never be a general obligation of the County secured by the full faith, credit and taxing power of the County. If deemed necessary and appropriate, the City and the County may require additional security from the developers of the project.

Construction of the Project and payment of the Bonds issued to construct the improvements will be paid as hereinabove set forth and will not require an increase in any kind or type of taxes by the City or the County.

Witness my signature and seal of office, this the ____ day of _____ 2016.

_____
City Clerk

S E A L

Publish One (1) Time in the *Hattiesburg American* on, or before January 30, 2016.

Send Proof of Publication and Invoice to:

City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Send copy of Proof of Publication to:

Urban Development Toolbox
7600 Joe Fountain Road
Ocean Springs, MS 39564

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THAT THE MIDTOWN HATTIESBURG PROJECT AS AMENDED FOR THE ELAM ARMS PROJECT, A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE, THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN, AS AMENDED FOR THE ELAM ARMS PROJECT, AND FOR RELATED PURPOSES.

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2. The Council has previously conducted hearings on and approved and adopted the Tax Increment Financing Redevelopment Plan, City of Hattiesburg, Mississippi 1998 (the "Redevelopment Plan") for the City. The Redevelopment Plan constitutes a qualified plan under the Act.

3. The Midtown Hattiesburg Group, in concert with the City and Forrest County is proposing to develop a project to be known as the Midtown Hattiesburg Project (the "Project") in the City and in the proposed TIF District as such term is defined herein. The City will enter into an Inter-local Agreement or a Regional Economic Development Agreement with Forrest County, Mississippi (the "County"), pursuant to the REDA Act to support the Project and to allow TIF Bond proceeds to be used to pay for the cost of infrastructure to support the Project. These costs will not exceed the sum of Fifteen Million Dollars ($15,000,000). The Developer is requesting the assistance of the City and the County in providing the funding for the infrastructure by the utilization of TIF.

4. The Redevelopment Plan previously adopted by the Council includes all land and real property located within the boundaries of the City. The Project appears to be a project of major economic significance within the City and to qualify as a project eligible for TIF under the Redevelopment Plan; and the participation on the part of the City is necessary and would be in

the public interest and would benefit the economic and financial well-being and the public health, safety and welfare of the City.

5. It is anticipated that there will be substantial increases in ad valorem tax revenues within the TIF District within the next few months and years as a result of the construction of the Project and that TIF bonds may be sold and issued at a time or times in the reasonably near future in anticipation of such development. The Council has been presented with a TIF plan entitled "The Tax Increment Financing Plan, Midtown Hattiesburg District Project, City of Hattiesburg, Mississippi, 2014, as amended for the Elam Arms Project, February 2016", (the "Amended TIF Plan"), which has attached as exhibits the map and legal description of the land included in the proposed TIF District which includes a map and description of the boundaries of the Elam Arms Project. It appears to the Council that the TIF District, which includes the Elam Arms boundaries, should be established by the Council as described in the amended Plan.

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7. The City may exercise its authority as authorized by Section 21-45-3 of the Act.

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

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SECTION THREE: A public hearing shall be held with respect to the amended TIF Plan in the regular meeting place of the Council in the Council Room at City Hall, 200 Forrest Street, Hattiesburg, Mississippi, at 4:00 P.M. on the 16th day of Feb, 2016.

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The foregoing Resolution having been reduced to writing, was read by the Clerk and motion was made by Councilman Carroll, seconded by Councilman Dryden to approve and upon a call for a vote, the following was recorded:

YEAS: Delgado
Carroll
Dryden
Naylor

NAYS: None ABSENT: Bradley

The motion having received the affirmative vote of a majority of the members present, the President declared the motion carried and the resolution adopted this, the 19th day of January, 2016.

SEAL

ATTEST:

CLERK OF COUNCIL

ADOPTED:

VICE PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 19th day of January, 2016.

CITY CLERK

MAYOR

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held on Tuesday, February 16, 2016, at 4:00 P.M. in the Council Room at City Hall, 200 Forrest Street, Hattiesburg, Mississippi, on the *Tax Increment Financing Plan, Midtown Hattiesburg District Project, City of Hattiesburg, Mississippi, 2014, as Amended for the Elam Arms Project, February 2016* (the Amended "TIF Plan"), for consideration by the City Council. The City proposes to use the Amended TIF Plan in compliance with the Tax Increment Financing Redevelopment Plan, City of Hattiesburg, Mississippi, and further, to designate the project described in the Amended TIF Plan as appropriate for development and redevelopment through tax increment financing.

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Proceeds of the Bonds or Notes may also be used to fund capitalized interest and/or a debt service reserve fund as may be permitted under Section 21-45-1, *et. seq.,* Mississippi Code of 1972, as amended.

The Bonds or Notes shall be secured solely by a pledge of the City of up to hundred percent (100%) of the incremental increase in ad valorem tax revenues on real and personal property generated by construction and development in the TIF District, as described in the TIF Plan as amended for the Elam Arms Project, and will never be a general obligation of the City secured by the full faith, credit, and taxing power of the City or create any other pecuniary liability on the part of the City other than the pledge of the incremental increase in the ad valorem taxes set forth above. The City intends to enter an Interlocal Agreement with Forrest County pursuant to the Regional Economic Development Act to support the Project and allow for efficient use of proceeds of the Bonds. The County is expected to pledge up to one hundred percent (100%) of the incremental increase in ad valorem real and personal property taxes generated by development of the Elam Arms Project in the TIF District to support the Project as Amended by the Elam Arms Project. The Bonds will likewise never be a general obligation of the County secured by the full faith, credit and taxing power of the County. If deemed necessary and appropriate, the City and the County may require additional security from the developers of the project.

Construction of the Project and payment of the Bonds issued to construct the improvements will be paid as hereinabove set forth and will not require an increase in any kind or type of taxes by the City or the County.

Witness my signature and seal of office, this the ____ day of _____ 2016.

_____
City Clerk

S E A L

Publish One (1) Time in the *Hattiesburg American* on, or before January 30, 2016.

Send Proof of Publication and Invoice to:

City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

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7600 Joe Fountain Road
Ocean Springs, MS 39564

City of Hattiesburg, MS

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

Master

File Number: 2015-2391

File ID: 2015-2391 **Type:** Resolution **Status:** Passed

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

File Created: 01/11/2016

Brief Title: Resolution authorizing Development Agreement between the City of Hattiesburg and Hardy South LLC

Final Action: 01/19/2016

Minute Book Number: MB2016-14

Title:

Adopt a Resolution approving the form of and authorizing the execution of a development agreement between the City of Hattiesburg, Mississippi and Hardy South, LLC, Its successors and assigns relating to the Tax Increment Financing Plan, Hattiesburg, Mississippi (Hardy South Project); and for related purposes.

Notes:

Sponsors:

Enactment Date:

Attachments: Exhibit 1- Legal Description, Development Agreement, Development agreement resolution-Hardy South LLC, executed Development agreement resolution-Hardy South LLC RES#2016-9

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	01/19/2016	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt a Resolution approving the form of and authorizing the execution of a development agreement between the City of Hattiesburg, Mississippi and Hardy South, LLC, Its successors and assigns relating to the Tax Increment Financing Plan, Hattiesburg, Mississippi (Hardy South Project); and for related purposes.

Council member Dryden said she is glad to see this project moving forward.

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

Yeas: 4 - Delgado, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Bradley

Yea:	4	Council Member Delgado
		Council Member Carroll
		Council Member Dryden
		Council Member Naylor
ΓEL-No Vote:	0	

Text of Legislative File 2015-2391

Title

Adopt a Resolution approving the form of and authorizing the execution of a development agreement between the City of Hattiesburg, Mississippi and Hardy South, LLC, Its successors and assigns relating to the Tax Increment Financing Plan, Hattiesburg, Mississippi (Hardy South Project); and for related purposes.

Summary

Resolution authorizing a development agreement between the City of Hattiesburg and Hardy South LLC.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

EXHIBIT 1

Legal Description
for
HARDY SOUTH
TIF PARCEL

Description in vesting deeds found in Book 1187, Page 81 and Book 1187, Page 86 in the office of the Chancery Clerk of Forrest County, Mississippi, pertaining to the overall parcel as shown in Exhibit "2" to this TIF Plan:

Parcel One: The North 38 feet of Lot 21, all of Lot 22 and the South 20 feet of Lot 23, all in Block 5 of the Hattiesburg Heights Fourth Survey of the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi.

Parcel Two: Lots 9, 10, 11, 12, 13, 14 and 15, less that part conveyed to the Mississippi Highway Department, in Block 5 of the Hattiesburg Heights Fourth Survey of the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi.

AND ALSO: All of Grantor's right, title and interest in and to that part of an alley adjoining and lying East of Lots 9 through 15, inclusive, all in Block 5 of the Hattiesburg Heights Fourth Survey of the City of Hattiesburg, Forrest County, Mississippi.

Parcel Three: All of Lots 16, 17 and 18 of Block 5 of the Hattiesburg Heights Fourth Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

AND ALSO: All of Grantor's right, title and interest in and to that part of an alley adjoining and lying West of said Lots 16, 17 and 18 of Block 5 of the Hattiesburg Heights Fourth Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

Parcel Four: Lot 20 and the South twelve (12) feet of Lot 21 of Block 5, Hattiesburg Heights Fourth Survey in the City of Hattiesburg, Forrest County, Mississippi as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

AND ALSO: That part of an alley adjoining and lying West of the South 20 feet of Lot 23 in Block 5 of the Hattiesburg Heights Fourth Survey of the City of Hattiesburg, Forrest County, Mississippi; City of Hattiesburg Ordinance No. 3140 vacated a portion of said alley, said portion being more particularly described as follows in said Ordinance: A part of the North/South public alley in Block 5, of the Hattiesburg Heights Fourth Survey located in the Northwest Quarter of the Southwest Quarter of Section 8, Township 4 North, Range 13 West, in the City of Hattiesburg, Forrest County, Mississippi; more particularly described as adjoining Lots 9 through 15 along the West right-of-way of said public alley and adjoining Lots 16 through 22

along the East right-of-way of said public alley; with the above herein described portion of said unnamed alley containing 0.16 acres, more or less.

AND ALSO: Lot 19 in Block 5 of the Hattiesburg Heights 4th Survey of the City of Hattiesburg, Forrest County, Mississippi as per map or plat on file in the office of the Chancery Clerk of said County and State, together with all right, title and interest of the Grantor to any and all rights, privileges, easements, roads, alleys and/or rights of way related and/or appurtenant to said land owned by Grantor.

EXHIBIT 2

PLAT OF HARDY SOUTH TIF DISTRICT

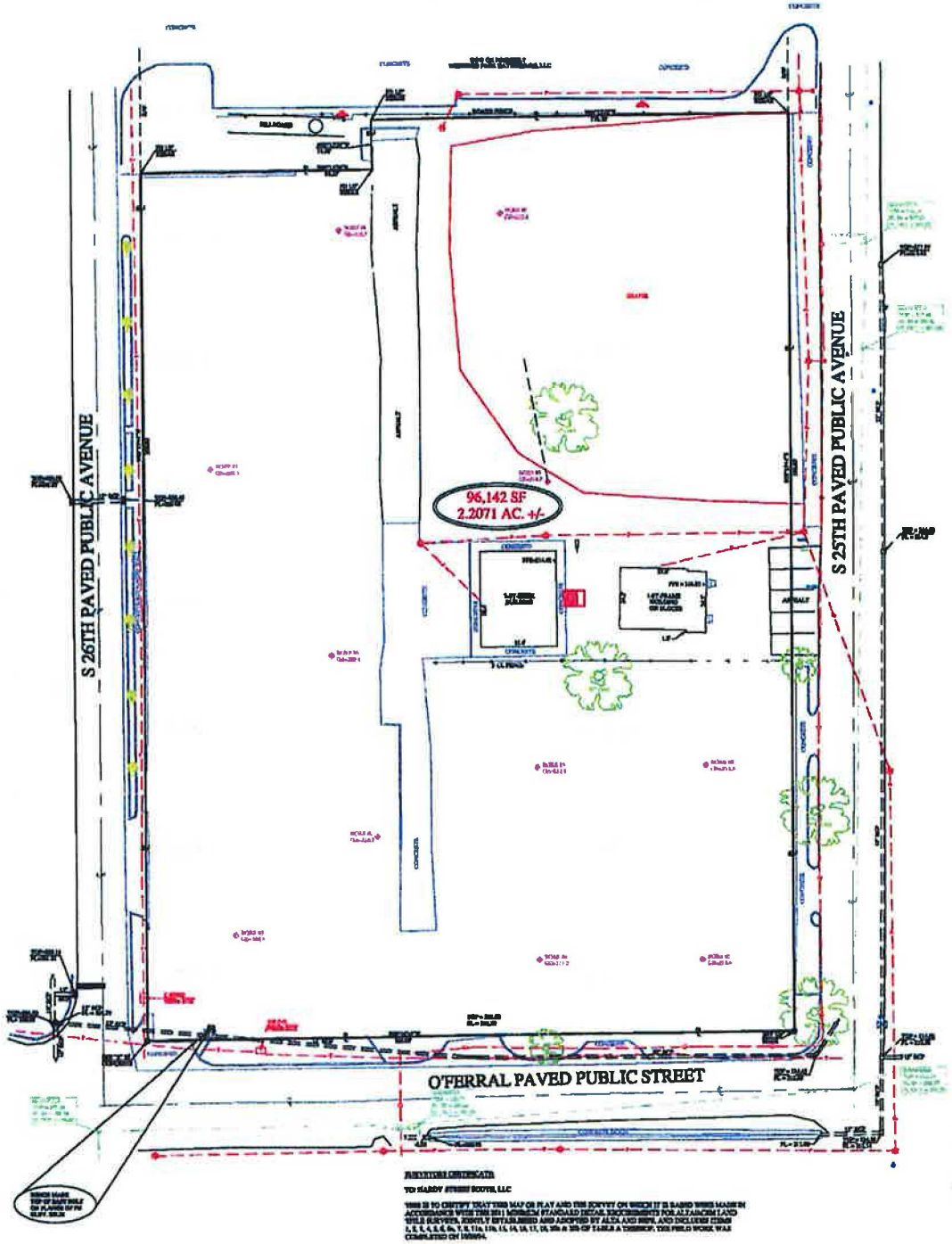
HATTIESBURG, MISSISSIPPI)

(See Attached)

HARDY STREET SOUTH, LLC

"ALTA/ACSM LAND TITLE SURVEY"

PART OF BLOCK 5, HATTIESBURG HEIGHTS FOURTH SURVEY
CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI



SURVEYOR'S CERTIFICATE

TO: HARDY STREET SOUTH, LLC

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6, 6a, 7, 8, 11a, 13b, 14, 16, 17, 18, 20a & 20b OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 10/2024.

FLOOD CERTIFICATE

THIS IS TO CERTIFY THAT THIS PROPERTY IS LOCATED IN FLOOD ZONE X WHICH IS THE AREA DETERMINED TO BE OUTSIDE THE 0.2% CHANCE FLOOD PLAIN ACCORDING TO FIRM MAP MAP REVISED REVISED DATE OF MARCH 3, 2021.

UTILITY CERTIFICATION:
THIS IS TO CERTIFY THAT WE HAVE MADE A SURVEY LOCATION OF EXISTING UTILITIES AS BEST AS POSSIBLE FROM UTILITY MARKING AND INFORMATION FURNISH BY UTILITY COMPANIES IN ACCORDANCE WITH MS-ONE-CALL, TICKET NUMBERS 141026104104, 141026104102907 & 141026104102908. FLYNT & ASSOCIATES DOES NOT CERTIFY TO THE EXISTENCE OR NON-EXISTENCE OF ANY UTILITY.

DATE OF PLAT 11/17/24

RICHARD ALLEN FLYNT
PROFESSIONAL SURVEYOR
NO. LS-01757
STATE OF MISSISSIPPI

RICHARD ALLEN FLYNT
LAND SURVEYOR
LS-01757
STATE OF MISSISSIPPI

GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft.

BEARINGS ARE BASED ON
FORREST CO. TAX MAP 5980
HATTIESBURG HEIGHTS FOURTH SURVEY PLAT
MAP BOOK 3, PAGE 9 OF FORREST CO.

LEGEND

REV.	DATE	DESCRIPTION	DRN. BY	CHK. BY
		REVISIONS		

COPYRIGHT ©
FLYNT & ASSOCIATES, PLLC, 2024.
ALL RIGHTS RESERVED. USE OF THIS PLAT WITHOUT AN AGREEMENT, SIGNATURE OR SEAL AND AN EXPRESSED SEAL ARE NOT VALID. ANY UNAUTHORIZED USE, OR ALTERATION BY ANY PERSON OR WHOLE OR PART WITHOUT WRITTEN PERMISSION FROM FLYNT & ASSOCIATES, PLLC IS PROHIBITED.

HARDY STREET SOUTH, LLC

FLYNT & ASSOCIATES, PLLC
PROFESSIONAL SURVEYING
211 ROCK AVE. CIRCLE
HATTIESBURG, MISSISSIPPI 39402
PHONE (601) 602-1602

SURVEY CLASSIFICATION

NOTES: ALL MONUMENTS SHOWN ON THIS PLAT WERE SURVEYED FROM A

SOLAR OBSERVATION
G P S
RECORDED BEARINGS

DATE: 11/17/24
DRAWN BY: D. SNEED
FIELD WORK BY: M. GRIFFIN
CHECKED BY: R. ALLEN FLYNT
PROJECT NO.: 2024111

EXHIBIT 3

PRELIMINARILY APPROVED CATEGORIES OF INFRASTRUCTURE IMPROVEMENTS (as of September 22, 2015)

(See Attached)

Farris Law Group
REAL ESTATE & BUSINESS LAW SOLUTIONS

Ronald D. Farris
Post Office Box 1458
Madison, MS 39130-1458
601.354.1458
888.503.0660 Fax
ron@farrislawgroup.net

December 29, 2015

Mr. Lamar Rutland, P.E.
Director of Engineering
City of Hattiesburg
Post Office Box 1898
Hattiesburg, MS 39403-1898

Re: **Hardy South Project / Hattiesburg, MS / TIF**

Dear Lamar:

This letter will confirm our meeting on August 17, 2015 relating to the above-referenced project. I am writing to confirm with you those categories of infrastructure improvements preliminarily approved as TIF-reimbursable, pending completion of the project in accordance with the Tax Increment Financing Plan applicable to this project as approved by the City of Hattiesburg on September 22, 2015.

In addition to routine associated soft costs (survey, engineering and legal expenses), the following general categories of infrastructure improvements will be reimbursable on this project, subject to submission post-construction of proper supporting documentation:

Demolition and Site Excavation & Preparation (including tree removal)
Site Testing (including geotechnical investigation)
Storm Drainage System & Site Utilities
Retaining Wall
Landscaping & Irrigation
Site Improvements:
- Sidewalks
- Curbs
- Parking Lot (including striping, signage and lighting)
- Sight lighting
- Public Street Improvements & Repairs

If the above-referenced summary is accurate and acceptable to you, I ask that you sign your name below and return a signed original copy of this letter to me for my file.

With best regards, I remain

Sincerely,

Farris Law Group, PLLC

Ronald D. Farris

RDF/jch

READ AND APPROVED:

Lamar Rutland, P.E.
Director of Engineering

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into as of the _____ day of _____, 201___ (this "Agreement") and effective as of September 22, 2015, by and between the **CITY OF HATTIESBURG, MISSISSIPPI** (the "City"), a municipal corporation of the State of Mississippi (the "State"), and **HARDY SOUTH, LLC**, a Mississippi limited liability company (the "Developer").

WITNESSETH:

WHEREAS, the Developer's Project (also sometimes referred to herein as the "Hardy South Project" or the "Project") consists of the redevelop a derelict commercial site and adjacent undeveloped land into a retail center featuring pedestrian-friendly, open-air formats that attract consumers and residents, in accordance with the Redevelopment Plan, including (i) the demolition of existing derelict structures and improvement and redevelopment of existing properties and infrastructure within the Project Area, (ii) the construction of a 22,700 square foot "Planet Fitness" facility; and (iii) development of an out parcel intended for future mixed-use development, on land more particularly described in **Exhibit "1"**, and as depicted in **Exhibit "2"** (collectively, the "Project Area"); and

WHEREAS, pursuant to Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), the City is authorized to undertake redevelopment projects (as defined in the Act) in connection with redevelopment plans (as defined in the Act) within the City in order to encourage private redevelopment therein and is authorized to finance such redevelopment projects through the issuance of tax increment financing bonds; and

WHEREAS, The City adopted and from time to time amended and implemented the Tax Increment Financing Redevelopment Plan of 1996 (the "Redevelopment Plan") whereby the City has agreed to consider Tax Increment Financing in order to undertake redevelopment projects including, but not limited to, the acquisition of project areas within the City necessary or incidental to the development or redevelopment of such areas, and to install, construct or reconstruct streets, utilities, public improvements and site improvements essential to the preparation of sites in accordance with the Redevelopment Plan to encourage private redevelopment within the City; and

WHEREAS, the Developer requested the City and Forrest County, Mississippi (the "County") to participate in the construction of the Redevelopment Project, as defined in the Tax Increment Financing Plan, Hattiesburg, Mississippi (Hardy South Project)(the "City TIF") and the Tax Increment Financing Plan, Forrest County, Mississippi (Hardy South Project)(the "County TIF")(together referenced herein as the "TIF Plans") by issuing tax increment limited obligation bonds in principal amount of up to $1,000,000 for a term of up to twenty (20) years, a portion of the proceeds of which will be used to pay the costs of constructing infrastructure improvements necessary for the Developer's Project all as described in the TIF Plans, which requests were approved by the City and County; and

WHEREAS, the Mayor and City Council of the City and the County Board of Supervisors, subsequent to a scheduled joint public hearing on September 21, 2015, respectively

passed resolutions adopting the City TIF on September 22, 2015 and the County TIF Plan on October 5, 2015; and

WHEREAS, the City and the County, in accordance with the TIF Plans, anticipate entering into an Interlocal Cooperation Agreement (the "Interlocal Agreement") wherein the City and the County will 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 Project as security for debt service on the Bonds issued by the City for purposes of financing the Infrastructure; and

WHEREAS, the City and the Developer now desire to enter into this Agreement pursuant to the Act in order to among other things, provide for the performance of certain undertakings by the Developer and to provide for the sale and issuance of the Bonds by the City in order to finance all or a part of the costs of the public infrastructure Improvements and the costs incident to the sale and issuance of the Bonds.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the parties hereto intend to be legally bound hereby and in consideration of mutual covenants hereinafter contained do hereby agree as follows:

1. UNDERTAKINGS AND ACKNOWLEDGMENTS OF THE CITY. Subject to the conditions herein stated, the City agrees as follows:

a. 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 Project. With respect to the Improvements, as defined in the TIF Plans, the City has approved, on a preliminary basis, those categories of infrastructure improvements set forth in **Exhibit "3"** as constituting reimbursable undertakings relating to the 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.

b. Following adoption of this Tax Increment Financing Plan, all of those revenues pledged herein constituting captured assessed value as defined by the TIF Act shall be retained prior to the issuance of TIF Bonds relating to the TIF Plan for purposes of financing the redevelopment project, including the cost of establishing necessary reserves to insure payment of revenue bonds.

c. 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 the Interlocal Agreement; and inspection of the public infrastructure Improvements as defined in the TIF Plans, to verify that they have been completed in accordance with the City's standards, codes and resolutions, all of which inspection shall be completed by the City using its best efforts and in a timely and expeditious manner; 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 One Million and NO/100 Dollars ($1,000,000.00), 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 (as hereinafter defined); provided, however, that the Bonds will not be sold and issued until such time as the Developer has complied with the requirements of Paragraph 3 hereof.

d. The sale of the Bonds shall be by negotiated sale to one or more purchasers (the "Purchaser").

e. Pursuant to the resolution or resolutions of the City authorizing the sale and issuance of the Bonds (collectively, the "Bond Resolution"), the proceeds from the sale of the Bonds will be delivered to the City for handling and distribution according to the terms of the Bond Resolution and the Act.

f. The Bond Resolution will, among other provisions, provide that proceeds from the sale of the Bonds shall first pay the City's costs incurred in connection with the Project and the public infrastructure Improvements, cost of issuance of the Bonds and funding of a reserve to pay any debt service on the Bonds that will be due and payable before the first Tax Increment (as defined herein below) is received by the City and any reserve that may be required by the Purchaser, and then the proceeds shall next be used to reimburse the Developer for eligible costs in accordance with the TIF Plans; and the remainder of the Bond proceeds, if any, shall be disbursed by the City in the manner authorized by law.

g. In accordance with the Act, the TIF Plans and City protocols, the Bonds shall mature at such time or times not exceeding fifteen (15) years from their date, may be subject to redemption at such times and at such premiums and shall be in such form and in all other respects be of such detail and issued under such conditions as may be determined in the Bond Resolution. Subject to the lawfully available Tax Increment (as defined herein below), the City commits to size the Bonds and provide for an amortization period of not less than fifteen (15) years unless a shorter amortization term shall be sufficient, at such size as to produce net Bond proceeds, after the distributions set forth in Paragraphs 1(d) and (e), sufficient to reimburse Developer for all reimbursable costs as set forth in Paragraph 1(j) of this Agreement.

h. 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 herein. 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 to the City and County by the Project as defined by the Act and as provided for in the TIF Plans.

i. Costs of issuance for the Bonds including, but not limited to, the fees and expenses of the City and Bond Counsel, will be paid from the proceeds of the Bonds provided, however, that if the Bonds are not issued and this Agreement is terminated as provided in Paragraph 5 hereof, fees and expenses incurred by City and by Bond Counsel will be paid as provided in Paragraph 5 hereof.

j. Within a reasonable time after adoption of all proceedings of the City required by the Act for the sale and issuance of the Bonds, the City shall submit the same for validation under the provisions of Sections 31-13-1, *et seq.*, Mississippi Code of 1972, as amended, and will prosecute said validation proceedings and secure therein a final decree of the Chancery Court validating the Bonds.

k. The City's obligation to reimburse the Developer under this Agreement is expressly limited to funds available under this Agreement from Bond proceeds derived from the sale and delivery of the Bonds and available after distribution in accordance with the Bond Resolution and Paragraph 1(d) and (e) of this Agreement.

l. The City shall accept dedication of and maintenance easements relating to the applicable Improvements constructed in accordance with City standards, regulations, codes and ordinances, such easements to be located so as to cause the least disruption to Developer's possession and operations on, and loss of value to, the easement area(s) and contiguous property.

m. If in the best interests of the City and the public, as determined by the City in its sole discretion, the City may enter into a Regional Economic Development Alliance with Forrest County pursuant to the Regional Economic Development Act, Title 57, Chapter 64, Mississippi Code of 1972, as amended (the "REDA Act"), to support the Redevelopment Project and to allow proceeds of the Bonds to be used to pay the cost of certain of the Improvements and costs associated with REDA certification and to provide additional security for the Bonds; said Bonds may be issued in one (1) or more series.

2. UNDERTAKINGS AND ACKNOWLEDGMENTS OF THE DEVELOPER. Subject to the conditions herein stated, the Developer agrees as follows:

a. The Developer, and/or its agents or associated third parties, acting in consideration of and reliance upon the City's undertakings and acknowledgments set forth herein, will timely complete construction and installation of the Project in one or more phases in accordance with the TIF Plan and in accordance with the building codes of the City and all other applicable laws and regulations.

b. The Developer, and/or its agents or associated third parties, will timely complete construction and installation of the Improvements in accordance with the TIF Plans and the building codes of the City and all other applicable laws and regulations of the City and as otherwise required under State law. The Developer shall submit plans and specifications with respect to the Improvements to the City and such plans and specifications shall be subject to the approval of the City.

c. The Developer, and/or its agents or associated third parties, has prepared or will prepare and file with the City a preliminary plat or plats and final plat or plats in connection with the Project in accordance with the City's zoning and subdivision regulations.

d. In connection with the construction and installation of the Project and the Improvements, the Developer, and/or its agents or associated third parties, has or will

obtain all necessary approvals from all applicable State, City, federal and other governmental agencies.

e. The Developer, and/or its agents or associated third parties, has or will execute all appropriate documents necessary to complete the sale and issuance of the Bonds.

f. The Improvements have been or will be constructed and installed to City standards to allow for their dedication or conveyance to the City or rights of access by City citizens and the public, as appropriate.

g. Following their installation and construction, the Developer, and/or its agents or associated third parties, will, in a manner and form satisfactory to the City, dedicate or convey or have dedicated or conveyed to the City the Improvements and/or, if required by the nature of such Improvements, convey or have conveyed easements or rights of access by City citizens and the public to the City in connection with such Improvements.

h. The Developer assumes the risk of proceeding with construction of the Project and Improvements prior to sale and issuance of the Bonds, and acknowledges and agrees the City is not authorized or obligated to use its general fund to pay any part of the costs of the Project or the Improvements. In the event the Bonds are not sold and delivered, no resulting liability shall accrue to the City, irrespective of expenditure made by Developer, and/or its agents or associated third parties. Provided that the City uses its best efforts to comply with the City's undertakings herein, Developer acknowledges and agrees that the final size of the Bonds will be determined solely at the reasonable discretion of the City and the Purchaser based on the Tax Increment lawfully available to the City to fund debt service on the Bonds.

i. The Developer, and/or its agents or associated third parties, shall maintain separate records on the costs of the Project and the Improvements in a manner so as to aid the City in accounting for costs eligible for reimbursement under this Agreement and the Act.

3. CONDITIONS PRECEDENT TO ISSUANCE OF THE BONDS. The Developer acknowledges and agrees that the City's obligation to issue and close the Bonds and reimburse the Developer pursuant to this Agreement is expressly subject to the condition precedent that (i) the Developer, and/or its agents or associated third parties, will have obtained all required approvals of required preliminary plat(s) in connection with the Project and Improvements, or any phase thereof; (ii) the Developer, and/or its agents or associated third parties, will have had the plans and specifications for the Improvements for which reimbursement or partial reimbursement may be sought under the TIF Plans approved by the City; (iii) Developer and/or its agents or associated third parties will have, at their own costs, completed acquisition, installation and construction of the Improvements on the Project Site for which reimbursement is sought, and dedicated or conveyed said Improvements or easements relating thereto to the City in accordance with the City's reasonable requirements and specifications; (iv) Developer will have completed the Project at a level necessary to produce the

Tax Increment required to provide debt service on the Bonds, including any series thereof; (v) Developer will have not defaulted on any of the requirements of this Agreement; and (vi) the completed Project or phase thereof, as verified by the City and its financial consultants, is reasonably determined to generate sufficient lawfully available Tax Increment to fund debt service on the Bonds. Construction of the Improvements for the purposes of this Paragraph 3 shall include, but not necessarily be limited to, clearance essential to the preparation of the Developer's Project area for use in accordance with the Redevelopment Plan; acquisition, clearance, reconstruction, rehabilitation of or upon properties within the Project Area for purposes of improving pedestrian and traditional traffic, public transportation, public utilities, recreational, residential, commercial and community facilities and other public improvements in accordance with definite local objectives, and may include demolition or removal of existing buildings, structures, streets, utilities and other improvements; and the construction, expansion, renovation or repair of utilities, drainage facilities, streets, sidewalks, retaining walls, pedestrian ways and other roadways, parking facilities and improvements; installation, construction or reconstruction of streets, utilities and site improvements essential to the preparation and use of sites for uses in accordance with the Redevelopment Plan; and other improvements to encourage private redevelopment in accordance with the Redevelopment Plan, all located within the Project Site; related engineering fees, attorney's fees, TIF Plan preparation fees, capitalized interest and other related soft costs; and completion and dedication to and acceptance by the City of the Improvements or easements relating thereto to the City in accordance with the City's reasonable requirements and specifications as set forth hereinabove. Upon satisfaction of the requirements of this Paragraph 3, the City agrees to employ best efforts to timely sell and issue the Bonds on a schedule mutually acceptable to the City and the Developer.

4. LIMITED OBLIGATION. The Bonds will be limited obligations of the City payable solely from the Tax Increment and other monies pledged therefore. Neither the faith, credit nor taxing power of the City, the County, the State or any political subdivision thereof is pledged to the payment of the Bonds.

5. TERMINATION. This Agreement shall automatically terminate if the Bonds are not issued within ten (10) years of the effective date hereof; upon issuance of any series of Bonds, this Agreement shall remain in place so long as that series of Bonds, or any subsequent series of Bonds, is outstanding. This Agreement may be terminated sooner by the City upon any uncured failure of the Developer to fulfill the provisions of Paragraph 3 above, or may be terminated by written agreement of the parties hereto. Upon termination of this Agreement related to any failure of the conditions precedent in Paragraph 3 above, it is expressly understood that the Developer shall bear the sole responsibility and liability for all reasonable fees and expenses incurred by the City and by Bond Counsel in relation, directly or indirectly, to the sale and issuance of the Bonds, recognizing that the City does not have the authority to pay such costs except from the proceeds of the Bonds.

6. NOTICE OF DEFAULT AND OPPORTUNITY TO CURE; OTHER REMEDIES. In the event of any default in or breach of any term or condition of this Agreement by either party hereto, or any successor, the defaulting or breaching party (or successor) shall, upon written notice specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of notice, commence to cure or remedy such default or breach. In the event that the

defaulting or breaching party (or successor) diligently and in good faith commences to cure or remedy such default or breach but is unable to cure or remedy such default or breach within thirty (30) days after receipt of notice, the defaulting or breaching party (or successor) shall, prior to the end of such thirty (30) days, provide notice to non-defaulting party that it has in good faith commenced to cure or remedy such default or breach, whereupon the defaulting or breaching party (or successor) shall have an additional ninety (90) days to cure or remedy such default or breach. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied prior to the end of the additional ninety (90) day period, the aggrieved party shall be entitled to pursue such remedies as are reserved to it under applicable law.

7. **"BEST EFFORTS" DEFINED.** For purposes of this Agreement, "best efforts" shall mean prompt, substantial and persistent efforts as a prudent person desirous of achieving a result would use in similar circumstances, considering the party's ability and the means at its disposal and the other party's reasonable expectations.

8. **FORCE MAJEURE.** Neither the Developer nor any successor in interest thereto shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with construction of the Project or any portion thereof; delay in commencement or completion of any and all work to be performed by others that affects the Developer's ability to commence or complete the Project; shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or wet soil conditions; or other like causes beyond the Developers' reasonable control, including without limitation any litigation, court order or judgment resulting from any litigation affecting the validity of the contemplated Project, this Agreement, or eminent domain actions; provided that such event of force majeure shall not be deemed to exist as to any matter initiated or sustained by the Developer in bad faith, and further provided that the Developer notifies the City in writing within thirty (30) days of the commencement of such claimed event of force majeure. The time for performance of obligations under this Agreement shall be extended for a period equal to the period of the force majeure event.

9. **ADDITIONAL PROVISIONS.**

a. This Agreement has been made by the City and the Developer and no person other than the foregoing and their successors and assigns shall acquire or have any right under or by virtue of this Agreement.

b. This Agreement shall become effective upon the execution and acceptance hereof by the parties hereto and shall be valid and enforced from and after the time of such execution and acceptance.

c. If any paragraph or part of a paragraph of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a paragraph of this Agreement.

d. In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

e. This Agreement shall inure to the benefit of the City and the Developer and their respective successors and assigns. The right of Developer to assign its interest and responsibility under the TIF Plans, hereunder and otherwise is expressly acknowledged, provided that any assignee of Developer is equally or better qualified as Developer to fulfill Developer's obligations, responsibilities and undertakings under the TIF Plans and hereunder, and written notice of any such assignment is delivered to the City.

f. This Agreement shall be governed as to validity, construction and performance by the laws of the State of Mississippi.

g. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall constitute but one and the same agreement.

h. No amendment, change, modification, alteration or termination of this Agreement shall be made other than pursuant to a written agreement signed by the City and the Developer.

i. Any notice given or required to be given under this Agreement shall, except as otherwise provided herein, be in writing and shall be deemed to have been given when delivered personally, when received, five (5) days after its deposit in the United States mail, if mailed postpaid and correctly addressed, or on the date shown on the return receipt if sent by registered or certified mail, return receipt requested, and such receipt is signed by or on behalf of the addressee, to the other party at the address stated below or at the last changed address given by the party to be notified as hereinafter specified:

To the Developer:

Hardy South, LLC
C/O John G. Landry, Jr.
2314 Beau Chene Drive
Biloxi, MS 39532
Telephone: (228) 257-9051
Email: johnlandry@cableone.net

With a copy to:

Ronald D. Farris, Esquire
Farris Law Group, PLLC

Post Office Box 1458
Madison, MS 39130-1458
Telephone: (601) 354-1458
Facsimile: (888) 503-0660
Email: ron@farrislawgroup.net

To the City:

City of Hattiesburg
ATTN: Johnny L. DuPree, Ph.D., Mayor
Post Office Box 1898 (39403-1898)
Hattiesburg, MS 39401
Telephone: (601) 545-4501
Facsimile: (601) 545-4608

With copy to:

City of Hattiesburg
ATTN: City Clerk
Post Office Box 1898 (39403-1898)
Hattiesburg, MS 39401
Telephone: (601) 545-4501
Facsimile: (601) 545-4608

Either party may, however, at any time, change its address for notification purposes by mailing as herein provided a notice stating the change of address to each of the other addresses listed above.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be duly executed as of the _____ day of_____, 201___, with an effective date of September 22, 2015.

CITY OF HATTIESBURG, MISSISSIPPI

By:_____
Johnny DuPree, Mayor

ATTEST:

_____
City Clerk

HARDY SOUTH, LLC, a Mississippi limited liability company

By: _____
Its: _____

[The remainder of this page intentionally left blank.]

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of_____, 201___, within my jurisdiction, the within named _____ and_____, who acknowledged they are the Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, and that for and on behalf of said City and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

SWORN TO AND SUBSCRIBED before me this ___ day of _____,

201___.

_____
NOTARY PUBLIC

My Commission Expires:

_____

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 201___, within my jurisdiction, the within named _____, who acknowledged to me that he is the _____ of Hardy South, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability company, and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

SWORN TO AND SUBSCRIBED before me this ___ day of _____,

201___.

_____
NOTARY PUBLIC

My Commission Expires:

_____

The Mayor and City Council of the City of Hattiesburg, Mississippi, (the "Governing Body") took up for consideration the matter of approval of a Development Agreement relating to the Tax Increment Financing Plan, Hattiesburg, Mississippi (Hardy South Project) (the "Tax Increment Financing Plan"), and a resolution regarding such Development Agreement. After a full consideration and discussion of the matter, Councilperson_____offered and moved the adoption of the following resolution:

RESOLUTION APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HATTIESBURG, MISSISSIPPI AND HARDY SOUTH, LLC,ITS SUCCESSORS AND ASSIGNS RELATING TO THE TAX INCREMENT FINANCING PLAN, HATTIESBURG, MISSISSIPPI (HARDY SOUTH PROJECT); AND FOR RELATED PURPOSES.

WHEREAS, the Governing Body, acting for and on behalf of the City, hereby finds, determines, adjudicates and declares as follows:

1. Hardy South, LLC requested the City and Forrest County, Mississippi (the "County") to participate in the construction of the Redevelopment Project (as defined in the Tax Increment Financing Plan, Hattiesburg, Mississippi (Comer Market Project)(the "TIF Plan")), by issuing tax increment limited obligation bonds in the principal amount not to exceed $1,000,000 for a term of up to twenty (20) years (the "Bonds"), a portion of the proceeds of which will be used to pay the costs of constructing Improvements (as defined in the TIF Plan) necessary for the Developer's Project (as defined in the TIF Plan), which requests, following a joint public hearing on September 21, 2015, were approved by the City on September 22, 2015 and County on October 5, 2015; and
2. It is the intention of the City, pursuant to the authority provided in Miss. Code Ann., Sec. 21-45-1 et seq., to enter into a Development Agreement (the "Development Agreement"),with one or more developers (the "Developer" or "Developers") of the TIF District Property under the TIF Plan for purposes of designing, acquiring and constructing the Public Infrastructure Improvements, providing for reimbursement to the Developer(s) from the net proceeds of the TIF Bonds, and providing for construction of the Redevelopment Project according to the TIF Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, AS FOLLOWS:

SECTION 1.That all of the findings of fact made and set forth in the preamble to this resolution shall be and the same are hereby found, declared and adjudicated to be true and correct.

SECTION 2. That the Governing Body of the City does hereby approve the Development Agreement in the form attached hereto as EXHIBIT "A", and does hereby authorize the Mayor and City Clerk to execute the same in substantially the same form as is attached hereto, for and on behalf of the City.

SECTION 3. 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 4. 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 vote, to-wit:

YEAS: NAYS: ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the _____day of _____, 2016.

(SEAL)

ATTEST:

_____ _____

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the_____day of _____, 2016.

ATTEST:

_____ _____

CITY CLERK **MAYOR**

The Mayor and City Council of the City of Hattiesburg, Mississippi, (the "Governing Body") took up for consideration the matter of approval of a Development Agreement relating to the Tax Increment Financing Plan, Hattiesburg, Mississippi (Hardy South Project) (the "Tax Increment Financing Plan"), and a resolution regarding such Development Agreement. After a full consideration and discussion of the matter, Councilperson Carroll offered and moved the adoption of the following resolution:

RESOLUTION APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF HATTIESBURG, MISSISSIPPI AND HARDY SOUTH, LLC,ITS SUCCESSORS AND ASSIGNS RELATING TO THE TAX INCREMENT FINANCING PLAN, HATTIESBURG, MISSISSIPPI (HARDY SOUTH PROJECT); AND FOR RELATED PURPOSES.

WHEREAS, the Governing Body, acting for and on behalf of the City, hereby finds, determines, adjudicates and declares as follows:

1. Hardy South, LLC requested the City and Forrest County, Mississippi (the "County") to participate in the construction of the Redevelopment Project (as defined in the Tax Increment Financing Plan, Hattiesburg, Mississippi (Comer Market Project)(the "TIF Plan")), by issuing tax increment limited obligation bonds in the principal amount not to exceed $1,000,000 for a term of up to twenty (20) years (the "Bonds"), a portion of the proceeds of which will be used to pay the costs of constructing Improvements (as defined in the TIF Plan) necessary for the Developer's Project (as defined in the TIF Plan), which requests, following a joint public hearing on September 21, 2015, were approved by the City on September 22, 2015 and County on October 5, 2015; and
2. It is the intention of the City, pursuant to the authority provided in Miss. Code Ann., Sec. 21-45-1 et seq., to enter into a Development Agreement (the "Development Agreement"), with one or more developers (the "Developer" or "Developers") of the TIF District Property under the TIF Plan for purposes of designing, acquiring and constructing the Public Infrastructure Improvements, providing for reimbursement to the Developer(s) from the net proceeds of the TIF Bonds, and providing for construction of the Redevelopment Project according to the TIF Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, AS FOLLOWS:

SECTION 1.That all of the findings of fact made and set forth in the preamble to this resolution shall be and the same are hereby found, declared and adjudicated to be true and correct.

SECTION 2. That the Governing Body of the City does hereby approve the Development Agreement in the form attached hereto as EXHIBIT "A", and does hereby authorize the Mayor and City Clerk to execute the same in substantially the same form as is attached hereto, for and on behalf of the City.

SECTION 3. 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 4. 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 Carroll seconded by Councilperson Dryden, and was adopted by the following vote, to-wit:

YEAS: Delgado, Carroll, Dryden, Naylor

NAYS: None

ABSENT: Bradley

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 19th day of January, 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

VICE **PRESIDENT**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 19th day of January, 2016.

ATTEST:

CITY CLERK

MAYOR

EXHIBIT 1

Legal Description
for
HARDY SOUTH
TIF PARCEL

Description in vesting deeds found in Book 1187, Page 81 and Book 1187, Page 86 in the office of the Chancery Clerk of Forrest County, Mississippi, pertaining to the overall parcel as shown in Exhibit "2" to this TIF Plan:

Parcel One: The North 38 feet of Lot 21, all of Lot 22 and the South 20 feet of Lot 23, all in Block 5 of the Hattiesburg Heights Fourth Survey of the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi.

Parcel Two: Lots 9, 10, 11, 12, 13, 14 and 15, less that part conveyed to the Mississippi Highway Department, in Block 5 of the Hattiesburg Heights Fourth Survey of the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi.

AND ALSO: All of Grantor's right, title and interest in and to that part of an alley adjoining and lying East of Lots 9 through 15, inclusive, all in Block 5 of the Hattiesburg Heights Fourth Survey of the City of Hattiesburg, Forrest County, Mississippi.

Parcel Three: All of Lots 16, 17 and 18 of Block 5 of the Hattiesburg Heights Fourth Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

AND ALSO: All of Grantor's right, title and interest in and to that part of an alley adjoining and lying West of said Lots 16, 17 and 18 of Block 5 of the Hattiesburg Heights Fourth Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

Parcel Four: Lot 20 and the South twelve (12) feet of Lot 21 of Block 5, Hattiesburg Heights Fourth Survey in the City of Hattiesburg, Forrest County, Mississippi as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

AND ALSO: That part of an alley adjoining and lying West of the South 20 feet of Lot 23 in Block 5 of the Hattiesburg Heights Fourth Survey of the City of Hattiesburg, Forrest County, Mississippi; City of Hattiesburg Ordinance No. 3140 vacated a portion of said alley, said portion being more particularly described as follows in said Ordinance: A part of the North/South public alley in Block 5, of the Hattiesburg Heights Fourth Survey located in the Northwest Quarter of the Southwest Quarter of Section 8, Township 4 North, Range 13 West, in the City of Hattiesburg, Forrest County, Mississippi; more particularly described as adjoining Lots 9 through 15 along the West right-of-way of said public alley and adjoining Lots 16 through 22

along the East right-of-way of said public alley; with the above herein described portion of said unnamed alley containing 0.16 acres, more or less.

AND ALSO: Lot 19 in Block 5 of the Hattiesburg Heights 4th Survey of the City of Hattiesburg, Forrest County, Mississippi as per map or plat on file in the office of the Chancery Clerk of said County and State, together with all right, title and interest of the Grantor to any and all rights, privileges, easements, roads, alleys and/or rights of way related and/or appurtenant to said land owned by Grantor.

EXHIBIT 2

PLAT OF HARDY SOUTH TIF DISTRICT

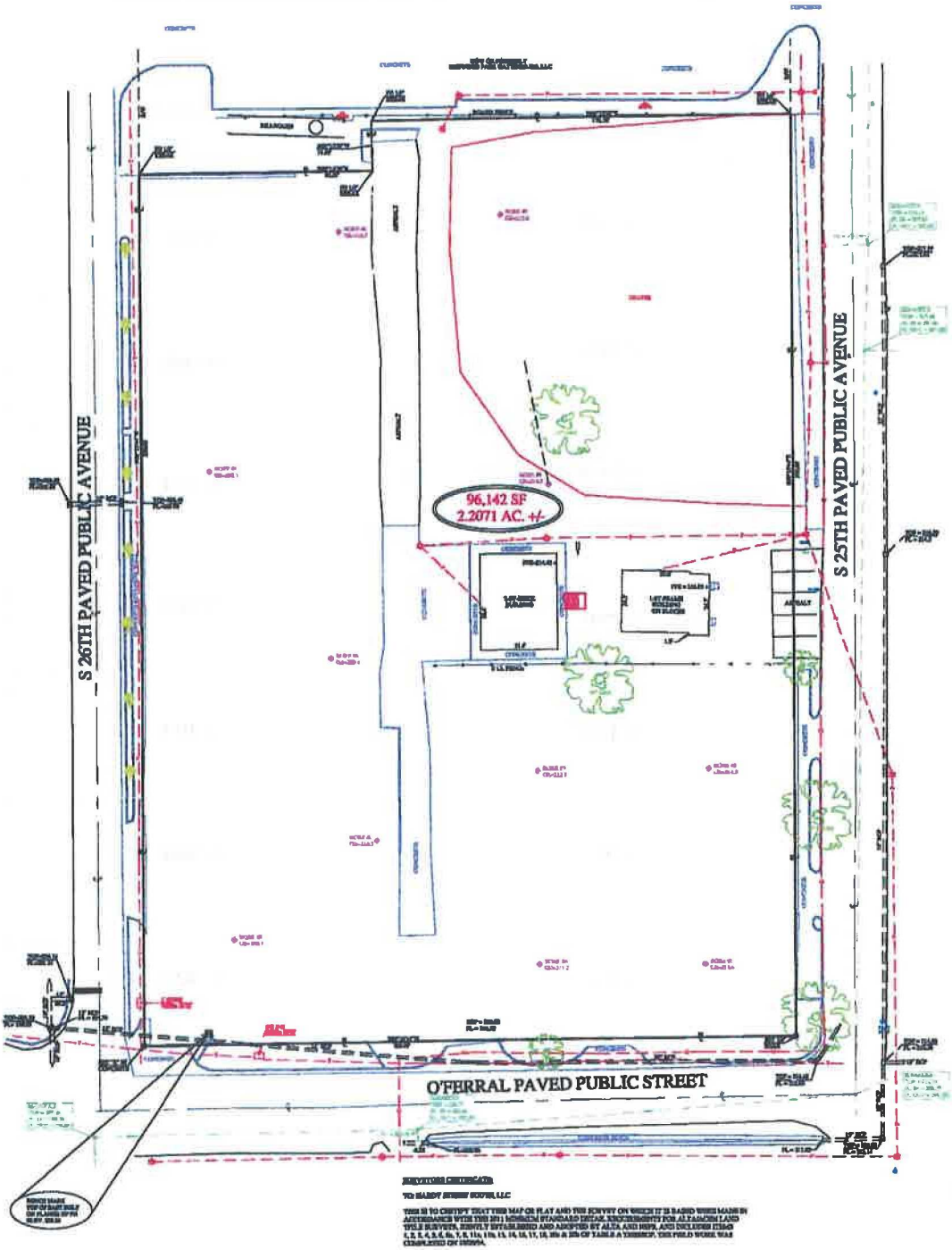
HATTIESBURG, MISSISSIPPI)

(See Attached)

HARDY STREET SOUTH, LLC

"ALTA/ACSM LAND TITLE SURVEY"

PART OF BLOCK 5, HATTIESBURG HEIGHTS FOURTH SURVEY
CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI



GRAPHIC SCALE

HARDY STREET SOUTH, LLC

FLYNT & ASSOCIATES, PLLC

EXHIBIT 3

PRELIMINARILY APPROVED CATEGORIES OF INFRASTRUCTURE IMPROVEMENTS (as of September 22, 2015)

(See Attached)

Farris Law Group
REAL ESTATE & BUSINESS LAW SOLUTIONS

Ronald D. Farris
Post Office Box 1458
Madison, MS 39130-1458
601.354.1458
888.503.0660 Fax
ron@farrislawgroup.net

December 29, 2015

Mr. Lamar Rutland, P.E.
Director of Engineering
City of Hattiesburg
Post Office Box 1898
Hattiesburg, MS 39403-1898

Re: **Hardy South Project / Hattiesburg, MS / TIF**

Dear Lamar:

This letter will confirm our meeting on August 17, 2015 relating to the above-referenced project. I am writing to confirm with you those categories of infrastructure improvements preliminarily approved as TIF-reimbursable, pending completion of the project in accordance with the Tax Increment Financing Plan applicable to this project as approved by the City of Hattiesburg on September 22, 2015.

In addition to routine associated soft costs (survey, engineering and legal expenses), the following general categories of infrastructure improvements will be reimbursable on this project, subject to submission post-construction of proper supporting documentation:

Demolition and Site Excavation & Preparation (including tree removal)
Site Testing (including geotechnical investigation)
Storm Drainage System & Site Utilities
Retaining Wall
Landscaping & Irrigation
Site Improvements:
- Sidewalks
- Curbs
- Parking Lot (including striping, signage and lighting)
- Sight lighting
- Public Street Improvements & Repairs

If the above-referenced summary is accurate and acceptable to you, I ask that you sign your name below and return a signed original copy of this letter to me for my file.

With best regards, I remain

Sincerely,

Farris Law Group, PLLC

Ronald D. Farris

RDF/jch

READ AND APPROVED:

Lamar Rutland, P.E.
Director of Engineering

EXHIBIT A

DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into as of the _____ day of _____, 201___ (this "Agreement") and effective as of September 22, 2015, by and between the **CITY OF HATTIESBURG, MISSISSIPPI** (the "City"), a municipal corporation of the State of Mississippi (the "State"), and **HARDY SOUTH, LLC**, a Mississippi limited liability company (the "Developer").

WITNESSETH:

WHEREAS, the Developer's Project (also sometimes referred to herein as the "Hardy South Project" or the "Project") consists of the redevelop a derelict commercial site and adjacent undeveloped land into a retail center featuring pedestrian-friendly, open-air formats that attract consumers and residents, in accordance with the Redevelopment Plan, including (i) the demolition of existing derelict structures and improvement and redevelopment of existing properties and infrastructure within the Project Area, (ii) the construction of a 22,700 square foot "Planet Fitness" facility; and (iii) development of an out parcel intended for future mixed-use development, on land more particularly described in **Exhibit "1"**, and as depicted in **Exhibit "2"** (collectively, the "Project Area"); and

WHEREAS, pursuant to Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), the City is authorized to undertake redevelopment projects (as defined in the Act) in connection with redevelopment plans (as defined in the Act) within the City in order to encourage private redevelopment therein and is authorized to finance such redevelopment projects through the issuance of tax increment financing bonds; and

WHEREAS, The City adopted and from time to time amended and implemented the Tax Increment Financing Redevelopment Plan of 1996 (the "Redevelopment Plan") whereby the City has agreed to consider Tax Increment Financing in order to undertake redevelopment projects including, but not limited to, the acquisition of project areas within the City necessary or incidental to the development or redevelopment of such areas, and to install, construct or reconstruct streets, utilities, public improvements and site improvements essential to the preparation of sites in accordance with the Redevelopment Plan to encourage private redevelopment within the City; and

WHEREAS, the Developer requested the City and Forrest County, Mississippi (the "County") to participate in the construction of the Redevelopment Project, as defined in the Tax Increment Financing Plan, Hattiesburg, Mississippi (Hardy South Project)(the "City TIF") and the Tax Increment Financing Plan, Forrest County, Mississippi (Hardy South Project)(the "County TIF")(together referenced herein as the "TIF Plans") by issuing tax increment limited obligation bonds in principal amount of up to $1,000,000 for a term of up to twenty (20) years, a portion of the proceeds of which will be used to pay the costs of constructing infrastructure improvements necessary for the Developer's Project all as described in the TIF Plans, which requests were approved by the City and County; and

WHEREAS, the Mayor and City Council of the City and the County Board of Supervisors, subsequent to a scheduled joint public hearing on September 21, 2015, respectively

passed resolutions adopting the City TIF on September 22, 2015 and the County TIF Plan on October 5, 2015; and

WHEREAS, the City and the County, in accordance with the TIF Plans, anticipate entering into an Interlocal Cooperation Agreement (the "Interlocal Agreement") wherein the City and the County will 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 Project as security for debt service on the Bonds issued by the City for purposes of financing the Infrastructure; and

WHEREAS, the City and the Developer now desire to enter into this Agreement pursuant to the Act in order to among other things, provide for the performance of certain undertakings by the Developer and to provide for the sale and issuance of the Bonds by the City in order to finance all or a part of the costs of the public infrastructure Improvements and the costs incident to the sale and issuance of the Bonds.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the parties hereto intend to be legally bound hereby and in consideration of mutual covenants hereinafter contained do hereby agree as follows:

1. UNDERTAKINGS AND ACKNOWLEDGMENTS OF THE CITY. Subject to the conditions herein stated, the City agrees as follows:

a. 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 Project. With respect to the Improvements, as defined in the TIF Plans, the City has approved, on a preliminary basis, those categories of infrastructure improvements set forth in **Exhibit "3"** as constituting reimbursable undertakings relating to the 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.

b. Following adoption of this Tax Increment Financing Plan, all of those revenues pledged herein constituting captured assessed value as defined by the TIF Act shall be retained prior to the issuance of TIF Bonds relating to the TIF Plan for purposes of financing the redevelopment project, including the cost of establishing necessary reserves to insure payment of revenue bonds.

c. 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 the Interlocal Agreement; and inspection of the public infrastructure Improvements as defined in the TIF Plans, to verify that they have been completed in accordance with the City's standards, codes and resolutions, all of which inspection shall be completed by the City using its best efforts and in a timely and expeditious manner; 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 One Million and NO/100 Dollars ($1,000,000.00), 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 (as hereinafter defined); provided, however, that the Bonds will not be sold and issued until such time as the Developer has complied with the requirements of Paragraph 3 hereof.

d. The sale of the Bonds shall be by negotiated sale to one or more purchasers (the "Purchaser").

e. Pursuant to the resolution or resolutions of the City authorizing the sale and issuance of the Bonds (collectively, the "Bond Resolution"), the proceeds from the sale of the Bonds will be delivered to the City for handling and distribution according to the terms of the Bond Resolution and the Act.

f. The Bond Resolution will, among other provisions, provide that proceeds from the sale of the Bonds shall first pay the City's costs incurred in connection with the Project and the public infrastructure Improvements, cost of issuance of the Bonds and funding of a reserve to pay any debt service on the Bonds that will be due and payable before the first Tax Increment (as defined herein below) is received by the City and any reserve that may be required by the Purchaser, and then the proceeds shall next be used to reimburse the Developer for eligible costs in accordance with the TIF Plans; and the remainder of the Bond proceeds, if any, shall be disbursed by the City in the manner authorized by law.

g. In accordance with the Act, the TIF Plans and City protocols, the Bonds shall mature at such time or times not exceeding fifteen (15) years from their date, may be subject to redemption at such times and at such premiums and shall be in such form and in all other respects be of such detail and issued under such conditions as may be determined in the Bond Resolution. Subject to the lawfully available Tax Increment (as defined herein below), the City commits to size the Bonds and provide for an amortization period of not less than fifteen (15) years unless a shorter amortization term shall be sufficient, at such size as to produce net Bond proceeds, after the distributions set forth in Paragraphs 1(d) and (e), sufficient to reimburse Developer for all reimbursable costs as set forth in Paragraph 1(j) of this Agreement.

h. 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 herein. 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 to the City and County by the Project as defined by the Act and as provided for in the TIF Plans.

i. Costs of issuance for the Bonds including, but not limited to, the fees and expenses of the City and Bond Counsel, will be paid from the proceeds of the Bonds provided, however, that if the Bonds are not issued and this Agreement is terminated as provided in Paragraph 5 hereof, fees and expenses incurred by City and by Bond Counsel will be paid as provided in Paragraph 5 hereof.

j. Within a reasonable time after adoption of all proceedings of the City required by the Act for the sale and issuance of the Bonds, the City shall submit the same for validation under the provisions of Sections 31-13-1, *et seq.*, Mississippi Code of 1972, as amended, and will prosecute said validation proceedings and secure therein a final decree of the Chancery Court validating the Bonds.

k. The City's obligation to reimburse the Developer under this Agreement is expressly limited to funds available under this Agreement from Bond proceeds derived from the sale and delivery of the Bonds and available after distribution in accordance with the Bond Resolution and Paragraph 1(d) and (e) of this Agreement.

l. The City shall accept dedication of and maintenance easements relating to the applicable Improvements constructed in accordance with City standards, regulations, codes and ordinances, such easements to be located so as to cause the least disruption to Developer's possession and operations on, and loss of value to, the easement area(s) and contiguous property.

m. If in the best interests of the City and the public, as determined by the City in its sole discretion, the City may enter into a Regional Economic Development Alliance with Forrest County pursuant to the Regional Economic Development Act, Title 57, Chapter 64, Mississippi Code of 1972, as amended (the "REDA Act"), to support the Redevelopment Project and to allow proceeds of the Bonds to be used to pay the cost of certain of the Improvements and costs associated with REDA certification and to provide additional security for the Bonds; said Bonds may be issued in one (1) or more series.

2. UNDERTAKINGS AND ACKNOWLEDGMENTS OF THE DEVELOPER. Subject to the conditions herein stated, the Developer agrees as follows:

a. The Developer, and/or its agents or associated third parties, acting in consideration of and reliance upon the City's undertakings and acknowledgments set forth herein, will timely complete construction and installation of the Project in one or more phases in accordance with the TIF Plan and in accordance with the building codes of the City and all other applicable laws and regulations.

b. The Developer, and/or its agents or associated third parties, will timely complete construction and installation of the Improvements in accordance with the TIF Plans and the building codes of the City and all other applicable laws and regulations of the City and as otherwise required under State law. The Developer shall submit plans and specifications with respect to the Improvements to the City and such plans and specifications shall be subject to the approval of the City.

c. The Developer, and/or its agents or associated third parties, has prepared or will prepare and file with the City a preliminary plat or plats and final plat or plats in connection with the Project in accordance with the City's zoning and subdivision regulations.

d. In connection with the construction and installation of the Project and the Improvements, the Developer, and/or its agents or associated third parties, has or will

obtain all necessary approvals from all applicable State, City, federal and other governmental agencies.

e. The Developer, and/or its agents or associated third parties, has or will execute all appropriate documents necessary to complete the sale and issuance of the Bonds.

f. The Improvements have been or will be constructed and installed to City standards to allow for their dedication or conveyance to the City or rights of access by City citizens and the public, as appropriate.

g. Following their installation and construction, the Developer, and/or its agents or associated third parties, will, in a manner and form satisfactory to the City, dedicate or convey or have dedicated or conveyed to the City the Improvements and/or, if required by the nature of such Improvements, convey or have conveyed easements or rights of access by City citizens and the public to the City in connection with such Improvements.

h. The Developer assumes the risk of proceeding with construction of the Project and Improvements prior to sale and issuance of the Bonds, and acknowledges and agrees the City is not authorized or obligated to use its general fund to pay any part of the costs of the Project or the Improvements. In the event the Bonds are not sold and delivered, no resulting liability shall accrue to the City, irrespective of expenditure made by Developer, and/or its agents or associated third parties. Provided that the City uses its best efforts to comply with the City's undertakings herein, Developer acknowledges and agrees that the final size of the Bonds will be determined solely at the reasonable discretion of the City and the Purchaser based on the Tax Increment lawfully available to the City to fund debt service on the Bonds.

i. The Developer, and/or its agents or associated third parties, shall maintain separate records on the costs of the Project and the Improvements in a manner so as to aid the City in accounting for costs eligible for reimbursement under this Agreement and the Act.

3. CONDITIONS PRECEDENT TO ISSUANCE OF THE BONDS. The Developer acknowledges and agrees that the City's obligation to issue and close the Bonds and reimburse the Developer pursuant to this Agreement is expressly subject to the condition precedent that (i) the Developer, and/or its agents or associated third parties, will have obtained all required approvals of required preliminary plat(s) in connection with the Project and Improvements, or any phase thereof; (ii) the Developer, and/or its agents or associated third parties, will have had the plans and specifications for the Improvements for which reimbursement or partial reimbursement may be sought under the TIF Plans approved by the City; (iii) Developer and/or its agents or associated third parties will have, at their own costs, completed acquisition, installation and construction of the Improvements on the Project Site for which reimbursement is sought, and dedicated or conveyed said Improvements or easements relating thereto to the City in accordance with the City's reasonable requirements and specifications; (iv) Developer will have completed the Project at a level necessary to produce the

Tax Increment required to provide debt service on the Bonds, including any series thereof; (v) Developer will have not defaulted on any of the requirements of this Agreement; and (vi) the completed Project or phase thereof, as verified by the City and its financial consultants, is reasonably determined to generate sufficient lawfully available Tax Increment to fund debt service on the Bonds. Construction of the Improvements for the purposes of this Paragraph 3 shall include, but not necessarily be limited to, clearance essential to the preparation of the Developer's Project area for use in accordance with the Redevelopment Plan; acquisition, clearance, reconstruction, rehabilitation of or upon properties within the Project Area for purposes of improving pedestrian and traditional traffic, public transportation, public utilities, recreational, residential, commercial and community facilities and other public improvements in accordance with definite local objectives, and may include demolition or removal of existing buildings, structures, streets, utilities and other improvements; and the construction, expansion, renovation or repair of utilities, drainage facilities, streets, sidewalks, retaining walls, pedestrian ways and other roadways, parking facilities and improvements; installation, construction or reconstruction of streets, utilities and site improvements essential to the preparation and use of sites for uses in accordance with the Redevelopment Plan; and other improvements to encourage private redevelopment in accordance with the Redevelopment Plan, all located within the Project Site; related engineering fees, attorney's fees, TIF Plan preparation fees, capitalized interest and other related soft costs; and completion and dedication to and acceptance by the City of the Improvements or easements relating thereto to the City in accordance with the City's reasonable requirements and specifications as set forth hereinabove. Upon satisfaction of the requirements of this Paragraph 3, the City agrees to employ best efforts to timely sell and issue the Bonds on a schedule mutually acceptable to the City and the Developer.

4. LIMITED OBLIGATION. The Bonds will be limited obligations of the City payable solely from the Tax Increment and other monies pledged therefore. Neither the faith, credit nor taxing power of the City, the County, the State or any political subdivision thereof is pledged to the payment of the Bonds.

5. TERMINATION. This Agreement shall automatically terminate if the Bonds are not issued within ten (10) years of the effective date hereof; upon issuance of any series of Bonds, this Agreement shall remain in place so long as that series of Bonds, or any subsequent series of Bonds, is outstanding. This Agreement may be terminated sooner by the City upon any uncured failure of the Developer to fulfill the provisions of Paragraph 3 above, or may be terminated by written agreement of the parties hereto. Upon termination of this Agreement related to any failure of the conditions precedent in Paragraph 3 above, it is expressly understood that the Developer shall bear the sole responsibility and liability for all reasonable fees and expenses incurred by the City and by Bond Counsel in relation, directly or indirectly, to the sale and issuance of the Bonds, recognizing that the City does not have the authority to pay such costs except from the proceeds of the Bonds.

6. NOTICE OF DEFAULT AND OPPORTUNITY TO CURE; OTHER REMEDIES. In the event of any default in or breach of any term or condition of this Agreement by either party hereto, or any successor, the defaulting or breaching party (or successor) shall, upon written notice specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of notice, commence to cure or remedy such default or breach. In the event that the

defaulting or breaching party (or successor) diligently and in good faith commences to cure or remedy such default or breach but is unable to cure or remedy such default or breach within thirty (30) days after receipt of notice, the defaulting or breaching party (or successor) shall, prior to the end of such thirty (30) days, provide notice to non-defaulting party that it has in good faith commenced to cure or remedy such default or breach, whereupon the defaulting or breaching party (or successor) shall have an additional ninety (90) days to cure or remedy such default or breach. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied prior to the end of the additional ninety (90) day period, the aggrieved party shall be entitled to pursue such remedies as are reserved to it under applicable law.

7. **"BEST EFFORTS" DEFINED.** For purposes of this Agreement, "best efforts" shall mean prompt, substantial and persistent efforts as a prudent person desirous of achieving a result would use in similar circumstances, considering the party's ability and the means at its disposal and the other party's reasonable expectations.

8. **FORCE MAJEURE.** Neither the Developer nor any successor in interest thereto shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with construction of the Project or any portion thereof; delay in commencement or completion of any and all work to be performed by others that affects the Developer's ability to commence or complete the Project; shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or wet soil conditions; or other like causes beyond the Developers' reasonable control, including without limitation any litigation, court order or judgment resulting from any litigation affecting the validity of the contemplated Project, this Agreement, or eminent domain actions; provided that such event of force majeure shall not be deemed to exist as to any matter initiated or sustained by the Developer in bad faith, and further provided that the Developer notifies the City in writing within thirty (30) days of the commencement of such claimed event of force majeure. The time for performance of obligations under this Agreement shall be extended for a period equal to the period of the force majeure event.

9. **ADDITIONAL PROVISIONS.**

a. This Agreement has been made by the City and the Developer and no person other than the foregoing and their successors and assigns shall acquire or have any right under or by virtue of this Agreement.

b. This Agreement shall become effective upon the execution and acceptance hereof by the parties hereto and shall be valid and enforced from and after the time of such execution and acceptance.

c. If any paragraph or part of a paragraph of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a paragraph of this Agreement.

d. In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

e. This Agreement shall inure to the benefit of the City and the Developer and their respective successors and assigns. The right of Developer to assign its interest and responsibility under the TIF Plans, hereunder and otherwise is expressly acknowledged, provided that any assignee of Developer is equally or better qualified as Developer to fulfill Developer's obligations, responsibilities and undertakings under the TIF Plans and hereunder, and written notice of any such assignment is delivered to the City.

f. This Agreement shall be governed as to validity, construction and performance by the laws of the State of Mississippi.

g. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall constitute but one and the same agreement.

h. No amendment, change, modification, alteration or termination of this Agreement shall be made other than pursuant to a written agreement signed by the City and the Developer.

i. Any notice given or required to be given under this Agreement shall, except as otherwise provided herein, be in writing and shall be deemed to have been given when delivered personally, when received, five (5) days after its deposit in the United States mail, if mailed postpaid and correctly addressed, or on the date shown on the return receipt if sent by registered or certified mail, return receipt requested, and such receipt is signed by or on behalf of the addressee, to the other party at the address stated below or at the last changed address given by the party to be notified as hereinafter specified:

To the Developer:

Hardy South, LLC
C/O John G. Landry, Jr.
2314 Beau Chene Drive
Biloxi, MS 39532
Telephone: (228) 257-9051
Email: johnlandry@cableone.net

With a copy to:

Ronald D. Farris, Esquire
Farris Law Group, PLLC

Post Office Box 1458
Madison, MS 39130-1458
Telephone: (601) 354-1458
Facsimile: (888) 503-0660
Email: ron@farrislawgroup.net

To the City:

City of Hattiesburg
ATTN: Johnny L. DuPree, Ph.D., Mayor
Post Office Box 1898 (39403-1898)
Hattiesburg, MS 39401
Telephone: (601) 545-4501
Facsimile: (601) 545-4608

With copy to:

City of Hattiesburg
ATTN: City Clerk
Post Office Box 1898 (39403-1898)
Hattiesburg, MS 39401
Telephone: (601) 545-4501
Facsimile: (601) 545-4608

Either party may, however, at any time, change its address for notification purposes by mailing as herein provided a notice stating the change of address to each of the other addresses listed above.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be duly executed as of the 19th day of January, 2016, with an effective date of September 22, 2015.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Johnny DuPree, Mayor

ATTEST:

_____
City Clerk

HARDY SOUTH, LLC, a Mississippi limited liability company

By: _____
Its: _____

[The remainder of this page intentionally left blank.]

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of_____, 201___, within my jurisdiction, the within named _____ and_____, who acknowledged they are the Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, and that for and on behalf of said City and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

SWORN TO AND SUBSCRIBED before me this ___ day of _____,

201___.

_____
NOTARY PUBLIC

My Commission Expires:

_____

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 201___, within my jurisdiction, the within named _____, who acknowledged to me that he is the _____ of Hardy South, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability company, and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

SWORN TO AND SUBSCRIBED before me this ___ day of _____,

201___.

_____
NOTARY PUBLIC

My Commission Expires:

_____

City of Hattiesburg, MS

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

Master

File Number: 2016-2398

File ID: 2016-2398 **Type:** Resolution **Status:** Passed

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

File Created: 01/12/2016

Brief Title: Resolution setting parameters and approving the form of documents necessary for the sale of Series 2016 Taxable Special Obligation Bonds, Combined Water and Sewer System Construction Project

Final Action: 01/19/2016

Minute Book Number: MB2016-15

Title:

Adopt a Resolution setting the parameters necessary for the sale by the Mississippi Development Bank of Taxable Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) in the aggregate principal amount of not to exceed Twenty Five Million Dollars ($25,000,000) to provide funds for a loan between the City and the Bank pursuant to the loan agreement between the Bank and the City (The Loan Agreement), and secured by a taxable promissory note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) in the principal amount not to exceed Twenty Five Million Dollars ($25,000,000) (The Note); authorizing Butler Snow and Government Consultants to negotiate and/or solicit proposals for the potential sale of said special obligation bonds; and approving the form of the documents necessary for the sale, including the loan agreement, the note, the indenture of trust, the official proposal and the Bond Purchase Agreement; and for related purposes.

Notes:

Sponsors: **Enactment Date:**

Attachments: MS Taxable Water & Sewer Revenue Bonds, 2016 - City Sales Parameter Resolution_29338259_1, executed MS Taxable Water & Sewer Revenue Bonds, 2016 - City Sales Parameter Resolution_29338259_1 RES#2016-10, MDB - Hattiesburg, MS Taxable Water & Sewer Revenue Bonds, 2016 - Form of Bond Purchase Agreement_29283281_1, MdB - Hattiesburg, MS Taxable Water & Sewer Revenue Bonds, 2016 - Form of Indenture_29290175_1, MDB - Hattiesburg, MS Taxable Water & Sewer Revenue Bonds, 2016 - Form of Loan Agreement (bank bonds with multiple advances)_29271618_1, MDB - Hattiesburg, MS

Enactment Number:

Taxable Water & Sewer Revenue Bonds, 2016 -
Form of Official Proposal_29282449_1

Contact:

Meeting Date: 01/19/2016

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/19/2016	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt a Resolution setting the parameters necessary for the sale by the Mississippi Development Bank of Taxable Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) in the aggregate principal amount of not to exceed Twenty Five Million Dollars ($25,000,000) to provide funds for a loan between the City and the Bank pursuant to the loan agreement between the Bank and the City (The Loan Agreement), and secured by a taxable promissory note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) in the principal amount not to exceed Twenty Five Million Dollars ($25,000,000) (The Note); authorizing Butler Snow and Government Consultants to negotiate and/or solicit proposals for the potential sale of said special obligation bonds; and approving the form of the documents necessary for the sale, including the loan agreement, the note, the indenture of trust, the official proposal and the Bond Purchase Agreement; and for related purposes.

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

Yeas: 3 - Carroll, Dryden and Naylor

Nays: 1 - Delgado

Absent: 1 - Bradley

Yea:	3	Council Member Carroll Council Member Dryden Council Member Naylor
Nay:	1	Council Member Delgado
ΓEL-No Vote:	0	

Text of Legislative File 2016-2398

Title

Adopt a Resolution setting the parameters necessary for the sale by the Mississippi Development Bank of Taxable Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) in the aggregate principal amount of not to exceed Twenty Five Million Dollars ($25,000,000) to provide funds for a loan between the City and the Bank pursuant to the loan agreement between the Bank and the City (The Loan Agreement), and secured by a taxable promissory note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) in the principal amount not to exceed Twenty Five Million Dollars ($25,000,000) (The Note); authorizing Butler Snow and Government Consultants to negotiate and/or solicit proposals for the potential sale of said special obligation bonds; and approving the form of the documents necessary for the sale, including the loan agreement, the note, the indenture of

trust, the official proposal and the Bond Purchase Agreement; and for related purposes.

Summary

Resolution setting parameters and approving the form of documents necessary for the sale of Series 2016 Taxable Special Obligation Bonds, Combined Water and Sewer System Construction Project

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") APPROVING (I) THE SALE BY THE MISSISSIPPI DEVELOPMENT BANK (THE "BANK") OF ITS TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2016 (HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM CONSTRUCTION PROJECT) IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWENTY FIVE MILLION DOLLARS ($25,000,000) TO PROVIDE FUNDS FOR A LOAN (THE "LOAN") BETWEEN THE CITY AND THE BANK PURSUANT TO THE LOAN AGREEMENT, DATED THE DATE OF DELIVERY THEREOF, BETWEEN THE BANK AND THE CITY (THE "LOAN AGREEMENT"), AND SECURED BY A TAXABLE PROMISSORY NOTE (HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM CONSTRUCTION PROJECT) IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWENTY FIVE MILLION DOLLARS ($25,000,000) (THE "NOTE"); (II) THE FORM OF AND EXECUTION OF, AS APPLICABLE, THE LOAN AGREEMENT, THE NOTE, THE INDENTURE OF TRUST, THE OFFICIAL PROPOSAL AND THE BOND PURCHASE AGREEMENT (ALL AS HEREIN DEFINED); AND (III) FOR RELATED PURPOSES.

WHEREAS, the Mayor and the City Council of the City of Hattiesburg, Mississippi (the "Governing Body" of the "City"), acting for and on behalf of the City, does hereby find, determine and adjudicate as follows:

1. The City is authorized under the provisions of Sections 21-27-23 and 21-27-41 through 21-27-69, Mississippi Code of 1972, as amended from time to time (the "Bond Act") and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended from time to time (the "Bank Act" and together with the Bond Act, the "Act"), to borrow in such amounts from the Mississippi Development Bank (the "Bank") as it may find necessary and proper in order to provide funds for (i) repairing, improving and extending the combined water and sewer system of the City (the "System") which repairs, improvements, and extensions are to be done substantially in accordance with plans and specifications prepared by engineers employed by the City and approved by the Governing Body (the "Construction Project"); (ii) other authorized purposes under the Act, including funding a debt service reserve fund for the Series 2016 Bonds (as hereinafter defined), if applicable; and (iii) paying the costs of issuance for the Series 2016 Bonds and the Note (as hereinafter defined) (together, the "Project").

2. On November 30, 2015, the Governing Body did adopt a certain resolution entitled "**A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, TO ISSUE COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2016, OF THE CITY OF HATTIESBURG, MISSISSIPPI, OR TO BORROW FUNDS BY ENTERING INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWENTY FIVE MILLION DOLLARS ($25,000,000) TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR (I) IMPROVING, REPAIRING, AND EXTENDING THE COMBINED WATER AND SEWER SYSTEM OF THE CITY OF HATTIESBURG, MISSISSIPPI; (II) OTHER AUTHORIZED PURPOSES UNDER MISSISSIPPI CODE SECTIONS 31-25-1 ET SEQ., AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME, AND/OR SECTIONS 21-27-23 AND 21-27-41 THROUGH 21-27-69, AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME, AS APPLICABLE; AND (III) COSTS OF ISSUANCE OF THE BORROWING; AND DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION"** (the "Intent Resolution").

3. As required by law and as directed by the Intent Resolution, the Intent Resolution was published once a week for at least three (3) consecutive weeks in *The Hattiesburg American*, a newspaper published in and having a general circulation within the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, and the last publication of the Intent Resolution being (a) not more than ten (10) days prior to December 30, 2015, the date set forth in the Intent Resolution as the deadline for the filing of objection or protest and (b) more than ten (10) days prior to January 5, 2016, the date set forth in the Intent Resolution for the meeting of the Governing Body to authorize the issuance of the Series 2016 Bonds or entering into a Loan (as defined herein) with the Bank, such notice being published in the newspaper on December 10, 17 and 24, 2015, as evidenced by the publisher's affidavit on file with the City.

4. On January 5, 2016, the Governing Body adopted a resolution (the "No Protest Resolution") stating that no petition signed by fifteen percent (15%) or 1,500, whichever is the lesser, of the qualified electors of said City objecting to and protesting against such loan nor any other objection of any kind or character against the loan described in the aforesaid Intent Resolution had been filed or presented by the qualified electors of said City on or before December 30, 2015, and authorized the Loan.

5. The Intent Resolution and the No Protest Resolution of the Governing Body, as described above, and this resolution meet the requirements of the Act and are acceptable with respect to the issuance of the Note.

6. The City is now authorized and empowered by the provisions of the Act, to borrow funds by entering into the hereinafter described Loan.

7. It is necessary, proper and economically feasible that the City borrow money by entering into the Loan with the Bank secured by the not to exceed $25,000,000 Taxable Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), to be dated the date of delivery thereof (the “Note”) pursuant to the Act for the purposes herein stated and under the procedures hereinafter set forth and as provided by law to provide funds for the Project.

8. After careful study and investigation by the City, it appears to be in the best interest of the City, and in furtherance of the Act to authorize the issuance of not to exceed $25,000,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), to be dated the date of delivery thereof (the "Series 2016 Bonds"), for the purpose of making the Loan to the City (the “Loan”) under the terms and provisions of the Loan Agreement secured by the Note for the purpose of providing funds for the Project.

9. The Governing Body desires to authorize Butler Snow LLP, Ridgeland, Mississippi, as Bond Counsel (the "Bond Counsel") and Government Consultant’s Inc., Jackson, Mississippi (the “Municipal Advisor”) to solicit proposals and/or negotiate for the sale of the Series 2016 Bonds to a to be determined purchaser (the "Original Purchaser").

10. The Governing Body finds it necessary to approve the form of and execution of, as applicable, (a) the Bond Purchase Agreement (the "Bond Purchase Agreement") and/or Official Form of Proposal (the "Official Proposal"), by the Mayor and/or the City Clerk, acting for and on behalf of the Governing Body of the City, for the sale of the Series 2016 Bonds to the Original Purchaser, subject to approval by the Bank and certain other conditions as hereinafter set forth; (b) the Loan Agreement, to be dated the date of delivery thereof, between the Bank and the City (the "Loan Agreement"); (c) the Note; (d) the Indenture of Trust, to be dated the date of delivery of the Series 2016 Bonds, by and between the Bank and a to be determined trustee (the "Trustee") (the "Indenture"); (e) the payment of costs of issuance expenses for the Series 2016 Bonds and the Note; and (f) to approve other related matters.

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

SECTION 1. The Governing Body of the City hereby approves the Loan to the City, the issuance of the Series 2016 Bonds and the Note in the maximum principal amount of not to exceed Twenty Five Million Dollars ($25,000,000) subject to the provisions of this resolution and the Indenture.

SECTION 2. The Governing Body of the City deems it most advantageous to authorize the Municipal Advisor and Bond Counsel to solicit proposals and/or negotiate for the sale of the Series 2016 Bonds with the Original Purchaser and to approve the submission of the Official Form of Proposal and/or Bond Purchase Agreement for the sale of the Series 2016 Bonds, for approval at a subsequent date to be determined by the Municipal Advisor, Bond Counsel and the City to be the most financially advantageous to the City and the Bank and hereby gives authority to the Mayor and/or the City Clerk to execute the Bond Purchase Agreement and/or the Official Proposal for the sale by the Bank of the Series 2016 Bonds with such changes, insertions and omissions as may be approved by such officer, said execution being evidence of such approval provided that the parameters in the following sentence are met. The Governing Body hereby agrees to approve the sale of the Series 2016 Bonds by the Bank pursuant to the terms and conditions of the Bond Purchase Agreement and/or the Official Proposal subject to the approval of the Mayor of the following: (1) net interest cost of not more than eleven percent (11%) for the Series 2016 Bonds; (2) approval by the Bank of the Bond Purchase Agreement for the sale of the Series 2016 Bonds evidenced by the Bank's execution of the Bond Purchase Agreement; (3) term of the Series 2016 Bonds of not to exceed 20 years; (4) bond size for the Series 2016 Bonds of not to exceed $25,000,000, and (5) terms and provisions of the Series 2016 Bonds in compliance with the Act.

SECTION 3. The Loan Agreement, including the form of the Note, is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute said Loan Agreement and Note on behalf of the City. All provisions of the Loan Agreement, including the Note, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be a part of this resolution fully and to the same extent as if separately set out verbatim herein, which said Loan Agreement and Note

shall be in substantially the form attached hereto as **EXHIBIT A**, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

SECTION 4. The form of the Indenture as submitted to this meeting and made a part of this resolution as though set forth in full herein shall be, and the same hereby is, approved in substantially the form as attached hereto as **EXHIBIT B** with such completions, changes, insertions and modifications as shall be approved by the Mayor and City Clerk prior to execution and delivery by the Bank and the Trustee in connection with the Loan to the City of the proceeds of the Series 2016 Bonds.

SECTION 5. The Bond Purchase Agreement and/or the Official Proposal for utilization in the sale of the Series 2016 Bonds are hereby approved and ratified in substantially the form attached hereto as **EXHIBIT C** and **EXHIBIT D**, respectively. The Mayor is hereby authorized and directed to execute and deliver, as applicable, Bond Purchase Agreement and/or the Official Proposal with such changes, insertions and omissions as may be approved by such officer, said execution being conclusive evidence of such approval.

SECTION 6. The Governing Body hereby authorizes Financial Advisor, Bond Counsel, and/or officers of the City to prepare and/or execute all documents necessary to provide for the securities to be purchased with the proceeds of the Loan.

SECTION 7. The Governing Body hereby approves the Mayor to select and appoint the Trustee for the Series 2016 Bonds under the Indenture.

SECTION 8. Upon receiving the recommendation of the Financial Advisor to the Bank, Bond Counsel and Counsel to the City, the Mayor is hereby authorized and directed to make all final determinations necessary to prepare the Official Proposal, the Bond Purchase Agreement, the Indenture, the Loan Agreement and the Note for the sale of the Series 2016 Bonds, including the date of sale, the dated date of the Series 2016 Bonds, the final principal amount of the Series 2016 Bonds, the maturity schedule relating to the Series 2016 Bonds, the redemption terms of the Series 2016 Bonds and any other terms thereof; provided, however, that all such determinations shall be made subject to approval by the Mayor, acting for and on behalf of the City, pursuant to this resolution and the Executive Director of the Bank, acting for and on behalf of the Bank, pursuant to a resolution adopted by the Bank on January 13, 2016, to be evidenced by the execution of the Bond Purchase Agreement for the sale of the Series 2016 Bonds.

SECTION 9. If the Bank executes a commitment for the provision of municipal bond insurance and/or a debt service reserve surety bond for the Series 2016 Bonds and any additional documents and certificates which are required by any provider of such municipal bond insurance and/or debt service reserve surety bond selected to provide credit enhancement in connection with the issuance of the Series 2016 Bonds, the Mayor is hereby authorized to approve any changes, insertions and omissions as may be required by the provider of the municipal bond insurance and/or debt service reserve surety bond to the Indenture, the Loan Agreement, or the Note, as are approved by the Executive Director of the Bank evidenced by the execution of the commitment for said municipal bond

insurance and/or debt service reserve surety bond and other additional documents and certificates for each of the Series 2016 Bonds.

SECTION 10. The Mayor and City Clerk are hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the Trustee to pay on the Closing Date of the Series 2016 Bonds the costs of issuance of said Series 2016 Bonds and the Note; provided, however, total costs of issuance for said Series 2016 Bonds and the Note (excluding the Original Purchaser's discount, if applicable and excluding the premiums for municipal bond insurance and the debt service reserve surety bond and the original issue discount), if applicable shall not exceed 5% of the par amount of the Series 2016 Bonds.

SECTION 11. The Mayor and the City Clerk be, and they are hereby authorized and directed for and on behalf of the Governing Body, to take any and all such action as may be required by the City to carry out and to 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 said authority, including the approval of the final Official Statement in connection with the Series 2016 Bonds.

SECTION 12. For cause, this resolution shall be in full force and effect from the date hereof.

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

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

The President thereby declared the motion carried and the resolution adopted, this the 19th day of January, 2016.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 19th day of January, 2016.

_____ _____

CITY CLERK **MAYOR**

EXHIBIT A

FORM OF LOAN AGREEMENT AND NOTE

EXHIBIT B

FORM OF INDENTURE OF TRUST

EXHIBIT C

FORM OF BOND PURCHASE AGREEMENT

EXHIBIT D

FORM OF OFFICIAL PROPOSAL

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") APPROVING (I) THE SALE BY THE MISSISSIPPI DEVELOPMENT BANK (THE "BANK") OF ITS TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2016 (HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM CONSTRUCTION PROJECT) IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWENTY FIVE MILLION DOLLARS ($25,000,000) TO PROVIDE FUNDS FOR A LOAN (THE "LOAN") BETWEEN THE CITY AND THE BANK PURSUANT TO THE LOAN AGREEMENT, DATED THE DATE OF DELIVERY THEREOF, BETWEEN THE BANK AND THE CITY (THE "LOAN AGREEMENT"), AND SECURED BY A TAXABLE PROMISSORY NOTE (HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM CONSTRUCTION PROJECT) IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWENTY FIVE MILLION DOLLARS ($25,000,000) (THE "NOTE"); (II) THE FORM OF AND EXECUTION OF, AS APPLICABLE, THE LOAN AGREEMENT, THE NOTE, THE INDENTURE OF TRUST, THE OFFICIAL PROPOSAL AND THE BOND PURCHASE AGREEMENT (ALL AS HEREIN DEFINED); AND (III) FOR RELATED PURPOSES.

WHEREAS, the Mayor and the City Council of the City of Hattiesburg, Mississippi (the "Governing Body" of the "City"), acting for and on behalf of the City, does hereby find, determine and adjudicate as follows:

1. The City is authorized under the provisions of Sections 21-27-23 and 21-27-41 through 21-27-69, Mississippi Code of 1972, as amended from time to time (the "Bond Act") and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended from time to time (the "Bank Act" and together with the Bond Act, the "Act"), to borrow in such amounts from the Mississippi Development Bank (the "Bank") as it may find necessary and proper in order to provide funds for (i) repairing, improving and extending the combined water and sewer system of the City (the "System") which repairs, improvements, and extensions are to be done substantially in accordance with plans and specifications prepared by engineers employed by the City and approved by the Governing Body (the "Construction Project"); (ii) other authorized purposes under the Act, including funding a debt service reserve fund for the Series 2016 Bonds (as hereinafter defined), if applicable; and (iii) paying the costs of issuance for the Series 2016 Bonds and the Note (as hereinafter defined) (together, the "Project").

2. On November 30, 2015, the Governing Body did adopt a certain resolution entitled **"A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, TO ISSUE COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2016, OF THE CITY OF HATTIESBURG, MISSISSIPPI, OR TO BORROW FUNDS BY ENTERING INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWENTY FIVE MILLION DOLLARS ($25,000,000) TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR (I) IMPROVING, REPAIRING, AND EXTENDING THE COMBINED WATER AND SEWER SYSTEM OF THE CITY OF HATTIESBURG, MISSISSIPPI; (II) OTHER AUTHORIZED PURPOSES UNDER MISSISSIPPI CODE SECTIONS 31-25-1 ET SEQ., AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME, AND/OR SECTIONS 21-27-23 AND 21-27-41 THROUGH 21-27-69, AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME, AS APPLICABLE; AND (III) COSTS OF ISSUANCE OF THE BORROWING; AND DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION"** (the "Intent Resolution").

3. As required by law and as directed by the Intent Resolution, the Intent Resolution was published once a week for at least three (3) consecutive weeks in *The Hattiesburg American*, a newspaper published in and having a general circulation within the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, and the last publication of the Intent Resolution being (a) not more than ten (10) days prior to December 30, 2015, the date set forth in the Intent Resolution as the deadline for the filing of objection or protest and (b) more than ten (10) days prior to January 5, 2016, the date set forth in the Intent Resolution for the meeting of the Governing Body to authorize the issuance of the Series 2016 Bonds or entering into a Loan (as defined herein) with the Bank, such notice being published in the newspaper on December 10, 17 and 24, 2015, as evidenced by the publisher's affidavit on file with the City.

4. On January 5, 2016, the Governing Body adopted a resolution (the "No Protest Resolution") stating that no petition signed by fifteen percent (15%) or 1,500, whichever is the lesser, of the qualified electors of said City objecting to and protesting against such loan nor any other objection of any kind or character against the loan described in the aforesaid Intent Resolution had been filed or presented by the qualified electors of said City on or before December 30, 2015, and authorized the Loan.

5. The Intent Resolution and the No Protest Resolution of the Governing Body, as described above, and this resolution meet the requirements of the Act and are acceptable with respect to the issuance of the Note.

6. The City is now authorized and empowered by the provisions of the Act, to borrow funds by entering into the hereinafter described Loan.

7. It is necessary, proper and economically feasible that the City borrow money by entering into the Loan with the Bank secured by the not to exceed $25,000,000 Taxable Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), to be dated the date of delivery thereof (the "Note") pursuant to the Act for the purposes herein stated and under the procedures hereinafter set forth and as provided by law to provide funds for the Project.

8. After careful study and investigation by the City, it appears to be in the best interest of the City, and in furtherance of the Act to authorize the issuance of not to exceed $25,000,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), to be dated the date of delivery thereof (the "Series 2016 Bonds"), for the purpose of making the Loan to the City (the "Loan") under the terms and provisions of the Loan Agreement secured by the Note for the purpose of providing funds for the Project.

9. The Governing Body desires to authorize Butler Snow LLP, Ridgeland, Mississippi, as Bond Counsel (the "Bond Counsel") and Government Consultant's Inc., Jackson, Mississippi (the "Municipal Advisor") to solicit proposals and/or negotiate for the sale of the Series 2016 Bonds to a to be determined purchaser (the "Original Purchaser").

10. The Governing Body finds it necessary to approve the form of and execution of, as applicable, (a) the Bond Purchase Agreement (the "Bond Purchase Agreement") and/or Official Form of Proposal (the "Official Proposal"), by the Mayor and/or the City Clerk, acting for and on behalf of the Governing Body of the City, for the sale of the Series 2016 Bonds to the Original Purchaser, subject to approval by the Bank and certain other conditions as hereinafter set forth; (b) the Loan Agreement, to be dated the date of delivery thereof, between the Bank and the City (the "Loan Agreement"); (c) the Note; (d) the Indenture of Trust, to be dated the date of delivery of the Series 2016 Bonds, by and between the Bank and a to be determined trustee (the "Trustee") (the "Indenture"); (e) the payment of costs of issuance expenses for the Series 2016 Bonds and the Note; and (f) to approve other related matters.

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

SECTION 1. The Governing Body of the City hereby approves the Loan to the City, the issuance of the Series 2016 Bonds and the Note in the maximum principal amount of not to exceed Twenty Five Million Dollars ($25,000,000) subject to the provisions of this resolution and the Indenture.

SECTION 2. The Governing Body of the City deems it most advantageous to authorize the Municipal Advisor and Bond Counsel to solicit proposals and/or negotiate for the sale of the Series 2016 Bonds with the Original Purchaser and to approve the submission of the Official Form of Proposal and/or Bond Purchase Agreement for the sale of the Series 2016 Bonds, for approval at a subsequent date to be determined by the Municipal Advisor, Bond Counsel and the City to be the most financially advantageous to the City and the Bank and hereby gives authority to the Mayor and/or the City Clerk to execute the Bond Purchase Agreement and/or the Official Proposal for the sale by the Bank of the Series 2016 Bonds with such changes, insertions and omissions as may be approved by such officer, said execution being evidence of such approval provided that the parameters in the following sentence are met. The Governing Body hereby agrees to approve the sale of the Series 2016 Bonds by the Bank pursuant to the terms and conditions of the Bond Purchase Agreement and/or the Official Proposal subject to the approval of the Mayor of the following: (1) net interest cost of not more than eleven percent (11%) for the Series 2016 Bonds; (2) approval by the Bank of the Bond Purchase Agreement for the sale of the Series 2016 Bonds evidenced by the Bank's execution of the Bond Purchase Agreement; (3) term of the Series 2016 Bonds of not to exceed 20 years; (4) bond size for the Series 2016 Bonds of not to exceed $25,000,000, and (5) terms and provisions of the Series 2016 Bonds in compliance with the Act.

SECTION 3. The Loan Agreement, including the form of the Note, is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute said Loan Agreement and Note on behalf of the City. All provisions of the Loan Agreement, including the Note, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be a part of this resolution fully and to the same extent as if separately set out verbatim herein, which said Loan Agreement and Note

shall be in substantially the form attached hereto as **EXHIBIT A**, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

SECTION 4. The form of the Indenture as submitted to this meeting and made a part of this resolution as though set forth in full herein shall be, and the same hereby is, approved in substantially the form as attached hereto as **EXHIBIT B** with such completions, changes, insertions and modifications as shall be approved by the Mayor and City Clerk prior to execution and delivery by the Bank and the Trustee in connection with the Loan to the City of the proceeds of the Series 2016 Bonds.

SECTION 5. The Bond Purchase Agreement and/or the Official Proposal for utilization in the sale of the Series 2016 Bonds are hereby approved and ratified in substantially the form attached hereto as **EXHIBIT C** and **EXHIBIT D**, respectively. The Mayor is hereby authorized and directed to execute and deliver, as applicable, Bond Purchase Agreement and/or the Official Proposal with such changes, insertions and omissions as may be approved by such officer, said execution being conclusive evidence of such approval.

SECTION 6. The Governing Body hereby authorizes Financial Advisor, Bond Counsel, and/or officers of the City to prepare and/or execute all documents necessary to provide for the securities to be purchased with the proceeds of the Loan.

SECTION 7. The Governing Body hereby approves the Mayor to select and appoint the Trustee for the Series 2016 Bonds under the Indenture.

SECTION 8. Upon receiving the recommendation of the Financial Advisor to the Bank, Bond Counsel and Counsel to the City, the Mayor is hereby authorized and directed to make all final determinations necessary to prepare the Official Proposal, the Bond Purchase Agreement, the Indenture, the Loan Agreement and the Note for the sale of the Series 2016 Bonds, including the date of sale, the dated date of the Series 2016 Bonds, the final principal amount of the Series 2016 Bonds, the maturity schedule relating to the Series 2016 Bonds, the redemption terms of the Series 2016 Bonds and any other terms thereof; provided, however, that all such determinations shall be made subject to approval by the Mayor, acting for and on behalf of the City, pursuant to this resolution and the Executive Director of the Bank, acting for and on behalf of the Bank, pursuant to a resolution adopted by the Bank on January 13, 2016, to be evidenced by the execution of the Bond Purchase Agreement for the sale of the Series 2016 Bonds.

SECTION 9. If the Bank executes a commitment for the provision of municipal bond insurance and/or a debt service reserve surety bond for the Series 2016 Bonds and any additional documents and certificates which are required by any provider of such municipal bond insurance and/or debt service reserve surety bond selected to provide credit enhancement in connection with the issuance of the Series 2016 Bonds, the Mayor is hereby authorized to approve any changes, insertions and omissions as may be required by the provider of the municipal bond insurance and/or debt service reserve surety bond to the Indenture, the Loan Agreement, or the Note, as are approved by the Executive Director of the Bank evidenced by the execution of the commitment for said municipal bond

insurance and/or debt service reserve surety bond and other additional documents and certificates for each of the Series 2016 Bonds.

SECTION 10. The Mayor and City Clerk are hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the Trustee to pay on the Closing Date of the Series 2016 Bonds the costs of issuance of said Series 2016 Bonds and the Note; provided, however, total costs of issuance for said Series 2016 Bonds and the Note (excluding the Original Purchaser's discount, if applicable and excluding the premiums for municipal bond insurance and the debt service reserve surety bond and the original issue discount), if applicable shall not exceed 5% of the par amount of the Series 2016 Bonds.

SECTION 11. The Mayor and the City Clerk be, and they are hereby authorized and directed for and on behalf of the Governing Body, to take any and all such action as may be required by the City to carry out and to 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 said authority, including the approval of the final Official Statement in connection with the Series 2016 Bonds.

SECTION 12. For cause, this resolution shall be in full force and effect from the date hereof.

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

YEAS: Carroll
Dryden
Naylor

NAYS: Delgado

ABSENT: Bradley

The President thereby declared the motion carried and the resolution adopted, this the 19th day of January, 2016.

(SEAL)

ATTEST:

Debra K Bernardo
CLERK OF COUNCIL

ADOPTED:

VICE **PRESIDENT**

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 19th day of January, 2016.

CITY CLERK

MAYOR

EXHIBIT A

FORM OF LOAN AGREEMENT AND NOTE

EXHIBIT B

FORM OF INDENTURE OF TRUST

EXHIBIT C

FORM OF BOND PURCHASE AGREEMENT

EXHIBIT D

FORM OF OFFICIAL PROPOSAL

INDENTURE OF TRUST

BY AND BETWEEN

MISSISSIPPI DEVELOPMENT BANK

AND

_____ BANK
_____, _____
AS TRUSTEE

DATED AS OF _____, 2016

RE:

$25,000,000
MISSISSIPPI DEVELOPMENT BANK
TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2016
(HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM CONSTRUCTION PROJECT)

This instrument was drafted by:

BUTLER SNOW LLP
Attorneys At Law
Suite 1400
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Post Office Box 6010
Ridgeland, MS 39158-6010

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INDENTURE OF TRUST

This **INDENTURE OF TRUST** dated as of _____, 2016, is by and between the **MISSISSIPPI DEVELOPMENT BANK**, a public body corporate and politic of the State of Mississippi (the "State"), exercising essential public functions (the "Bank" or the "Issuer"), organized under the provisions of Mississippi Code of 1972, Sections 31-25-1 et seq., as from time to time amended (the "Act"), and _____ **BANK**, a State banking corporation duly organized, existing under the laws of the State of _____ and authorized to accept and execute trusts of the character herein, with its principal corporate trust office in _____, _____, as Trustee (the "Trustee").

WITNESSETH

WHEREAS, the Bank is authorized and empowered by the provisions of the Act to issue Series 2016 Bonds and to enter into loan agreements with Local Governmental Units (all as defined herein and in the Act); and

WHEREAS, the execution and delivery of this Indenture of Trust (the "Indenture") have been in all respects duly and validly authorized by a resolution duly passed and approved by the Board of the Bank.

NOW, THEREFORE, WITNESSETH THIS INDENTURE OF TRUST:

GRANTING CLAUSES

The Bank, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Series 2016 Bonds by the owners thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of and interest on the Series 2016 Bonds according to their tenor and effect and to secure the performance and observance by the Bank of all covenants expressed or implied herein and in the Series 2016 Bonds, does hereby grant, transfer, bargain, sell, convey, mortgage, assign and pledge, and grant a security interest in the rights, interests, properties, monies and other assets described in the following Granting Clauses to the Trustee and its successors in trust and assigns forever, for the securing of the performance of the obligations of the Bank hereinafter set forth, such grant, transfer, bargaining, sale, conveyance, mortgage, assignment, pledge and security interest, as described in the following Granting Clauses.

GRANTING CLAUSE FIRST

All cash and securities now or hereafter held in the Funds and Accounts created or established under this Indenture and the investment earnings thereon and all proceeds thereof.

GRANTING CLAUSE SECOND

The Loan Agreement and the Series 2016 Note acquired and held by the Trustee pursuant to this Indenture and the earnings thereon and all proceeds thereof.

GRANTING CLAUSE THIRD

All funds, accounts and moneys hereinafter pledged to the Trustee as security by the Bank to the extent of that pledge.

TO HAVE AND TO HOLD all and singular the hereinafter defined Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trust herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Series 2016 Bonds issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Series 2016 Bonds over any of the other Series 2016 Bonds, except as otherwise expressly provided herein;

PROVIDED HOWEVER, that if the Bank shall pay or cause to be paid, or there shall otherwise be paid or made provision for payment of, the principal of and interest on the Series 2016 Bonds due or to become due thereon, at the times and in the manner mentioned in the Series 2016 Bonds, to the Trustee of all sums of money due or to become due according to the provisions hereof and shall otherwise comply with Article IX hereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture shall remain in full force and effect.

FURTHER WITNESSETH THIS INDENTURE OF TRUST, and it is expressly declared, that all Series 2016 Bonds issued and secured hereunder are to be issued, authenticated and delivered, and all said property, rights and interests, including, without limitation, the amounts hereby assigned and pledged, are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, and the Bank has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners, from time to time, of the Series 2016 Bonds, or any part thereof, as follows (subject, however, to the provisions of Sections 3.11 and 3.12 hereof):

ARTICLE I

DEFINITIONS AND RULES OF INTERPRETATION

SECTION 1.01 Definitions.

The following words and phrases shall have the following meanings unless the context otherwise requires:

"Accounts" means the accounts created pursuant to Article VI hereof.

"Act" means the provisions of Mississippi Code of 1972, Sections 31-25-1 et seq., as amended from time to time.

"Authorized Investments" shall mean any and all securities, instruments and the like in which the Bank is authorized from time to time to invest its funds under State law, including but not limited to Governmental Obligations.

"Authorized Officer" means the President, Vice President, or Executive Director or Secretary, or Assistant Secretary of the Bank or such other person or persons who are duly authorized to act on behalf of the Bank.

"Bank" means the Mississippi Development Bank, a body corporate and politic exercising essential public functions, or any successor to its functions.

"Bankruptcy Code" means 11 U.S.C. Section 101 et seq., as amended and supplemented from time to time.

"Bond Counsel" means an attorney or firm of attorneys approved by the City and the Bank that is nationally recognized in the area of municipal law and matters relating to the exclusion of interest on state and local government Series 2016 Bonds from gross income under federal tax law, including particularly compliance with Section 148(f) of the Code.

"Bond Issuance Expense Account" means the account by that name created by Section 6.02 hereof for the Series 2016 Bonds.

"Bondholder" or **"holder of Series 2016 Bonds"** or **"owner of Series 2016 Bonds"** or any similar term means the registered owner of any Series 2016 Bond.

"Bonds" means any Series 2016 Bonds and any Refunding Bonds, related thereto.

"Business Day" means any day, other than a Saturday or Sunday, on which the Trustee or the Hattiesburg City Hall is not closed and on which the payment system of the Federal Reserve System, New Orleans branch, is operational.

"City" means the City of Hattiesburg, Mississippi or any successor thereto.

"Code" means the Internal Revenue Code of 1986 in effect on the date of issuance of the Series 2016 Bonds, and the applicable regulations or rulings promulgated or proposed thereunder.

"Construction Project" means repairing, improving and extending the combined water and sewer system of the City.

"Costs of Issuance" mean items of expense payable or reimbursable directly or indirectly by the Bank and related to the authorization, sale, validation and issuance of Series 2016 Bonds, execution and delivery of the Loan Agreement and the Series 2016 Note, which items of expense shall include, but not be limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Trustee, underwriters' discounts, legal fees and charges, professional consultants' fees, costs of credit ratings, fees and charges for execution, transportation and safekeeping of Series 2016 Bonds, bond or reserve

fund insurance premiums, credit enhancements or liquidity facility fees, and other costs, charges and fees in connection with the foregoing.

"Counsel" means an attorney duly admitted to practice law before the highest court of any state and approved by the Bank and the Trustee.

"Debt Service Reserve Fund" means collectively all the debt service reserve funds, including Accounts created thereunder, which are required for the Series 2016 Bonds issued under this Indenture, as it may be supplemented or amended from time to time.

"Debt Service Reserve Requirement" means the lesser of the following: (i) the maximum amount of principal and interest becoming due in the current or any future bond year (meaning each 1 year period (or such shorter period as hereinafter described) beginning on ____2 of one year and ending on _____ 1 of the following year – except, however, the first bond year shall be from the issue date of the Series 2016 Bonds until _____ 1, 20___) on all Series 2016 Bonds then outstanding; (ii) 125% of average annual debt service on the Series 2016 Bonds; and (iii) 10% of the stated principal amount of the Series 2016 Bonds, or if such issue of Series 2016 Bonds has more than a *de minimis* amount (as defined in Section 1.148-1(b) of the Treasury Regulations) of original issue discount or premium, ten percent (10%) of the issue price (as defined in Section 1.148-1(b) of the Treasury Regulations), which Debt Service Reserve Requirement may be funded with cash or a Reserve Fund Credit Facility; provided, however, that upon initial issuance of the Series 2016 Bonds, the Debt Service Reserve Requirement will mean the amount set forth in (i) hereinabove and in future years if the amount of the Debt Service Reserve Requirement should equal an amount in excess of the lesser of (i), (ii) and (iii) above, the funds held in the Debt Service Reserve Requirement will be not be invested at a yield in excess of the yield on the Series 2016 Bonds.

"Default" means an event or condition the occurrence of which, with the lapse of time or the giving of notice or both, would become an Event of Default hereunder.

"Event of Default" means any occurrence or event specified in Section 10.01 hereof.

"Executive Director" means the Executive Director of the Bank.

"Fees and Charges" means fees and charges established by the Bank from time to time pursuant to the Act which are payable by the City.

"Fiscal Year" means the Bank's fiscal year being the twelve (12) month period from July 1 through the following June 30 or such other fiscal year as may be established by the Bank.

"Funds" means the funds created pursuant to Article VI hereof.

"General Account" means the account by that name created by Section 6.02 hereof for the Series 2016 Bonds.

"General Fund" means the fund by that name created by Section 6.02 hereof.

"Governmental Obligations" means to the extent permitted by state law (a) direct obligations of the United States of America; (b) obligations guaranteed as to principal and interest by the United States of America or any federal agency whose obligations are backed by the full faith and credit of the United States of America, including but not limited to: Department of Housing and Urban Development, Export-Import Bank, Farmers Home Administration (or the successor thereto), Federal Financing Bank, Federal Housing Administration, Maritime Administration, and Small Business Administration, which obligations include but are not limited to certificates or receipts representing direct ownership of future interest or principal payments on obligations described in clause (a) or in this clause (b) and which are held by a custodian in safekeeping on behalf of the holders of such receipts; (c) securities evidencing ownership interests in open-end management type investment companies or investment trusts registered under the Investment Company Act of 1940, as amended, whose investments are limited to the obligations described in clauses (a) and (b) and to repurchase agreements fully collateralized by such obligations; and (d) obligations of any state of the United States or any political subdivision thereof, the full payment of principal of, premium, if any, and interest on which (i) is fully and unconditionally guaranteed or insured by the United States of America, or (ii) is provided for by an irrevocable deposit of the securities described in clause (i) to the extent such investments are permitted by law.

"Indenture" means this Indenture of Trust, and all supplements and amendments hereto entered into pursuant to Article XII hereof.

"Interest Payment Date" means any date on which interest is payable on the Series 2016 Bonds, and for the Series 2016 Bonds, on the anniversary date of the issuance of the Series 2016 Bonds.

"Investment Securities" means any and all securities, instruments and the like in which the Bank is authorized from time to time to invest its funds under State law, including but not limited to Governmental Obligations.

"Loan Account" means the account by that name created by Section 6.02 hereof for the Series 2016 Bonds.

"Loan Agreement" means the Loan Agreement by and between the City and the Bank dated as of _____, 2016.

"Local Governmental Units" means (i) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State of Mississippi, (ii) the State of Mississippi or any agency thereof, (iii) the institutions of higher learning of the State of Mississippi, (iv) any education building corporation established for institutions of higher learning, or (v) any other governmental unit created under state law, such as the City.

"Moody's" shall mean Moody's Investors Service, a Delaware Corporation, its successors and assigns and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized

securities rating agency designated by the City (with the approval of the Bank), by written notice to the Trustee.

"Notice Address" means, with respect to the City, the City's address given in connection with the execution and delivery of the Loan Agreement and the Series 2016 Note to the Bank, and, with respect to the Bank, the Trustee and the Original Purchaser and the Bond Insurer:

Bank: Mississippi Development Bank
735 Riverside Drive, Suite 300
Jackson, Mississippi 39202
Attention: Executive Director

Trustee: _____ Bank
_____
_____, ____ _____
Attention: Trust and Financial Services Group

Original Purchaser: _____
_____
_____

"Opinion of Bond Counsel" means an opinion by a nationally recognized firm experienced in matters relating to the tax exemption for interest payable on obligations of states and their instrumentalities and political subdivisions under federal law, and which is acceptable to the Bank and the Trustee.

"Opinion of Counsel" means a written opinion of Counsel addressed to the Trustee, for the benefit of the owners of the Series 2016, who may (except as otherwise expressly provided in this Indenture) be Counsel to the Bank or Counsel to the owners of the Series 2016 and who is acceptable to the Trustee.

"Original Purchaser" means _____, _____, _____.

"Outstanding" or **"Series 2016 Bonds Outstanding"** means all Series 2016 Bonds which have been authenticated and delivered by the Trustee under this Indenture, including Series 2016 Bonds held by the Bank, except:

(a) Series 2016 Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;

(b) Series 2016 Bonds deemed paid under Article IX hereof; and

(c) Series 2016 Bonds in lieu of which other Series 2016 Bonds have been authenticated under Section 3.05, 3.06 or 3.10 hereof.

"Positive Cash Flow Certificate" means a certificate prepared in accordance with Section 5.09 hereof by the Bank to the effect that immediately after the occurrence or non-

occurrence of a specific action or omission, as appropriate, Revenues expected to be received, together with other moneys expected to be held in the Funds and Accounts under the Indenture and available therefor in accordance with Section 5.09 (1)(c) hereof, will be sufficient on each Interest Payment Date to at least provide payment of the principal and interest of the Outstanding Series 2016 Bonds due on such date and the payment of Program Expenses, if any.

"Principal Payment Date" means the maturity date or the redemption date of any Bond.

"Program" means the program for entering into a loan with Local Governmental Units by the Bank pursuant to the Act.

"Program Expenses" means all of the fees and expenses of the Trustee, any expenses for preparing Positive Cash Flow Certificates under Section 5.09 hereof, to the extent properly allocable to the Program and approved in writing by the Bank.

"Record Date" means, with respect to any Interest Payment Date, the fifteenth day of the calendar month next preceding such Interest Payment Date.

"Redemption Account" means the account by that name created by Section 6.02 hereof for the Series 2016 Bonds.

"Redemption Price" means, with respect to any Bond, the principal amount thereof, plus the applicable premium, if any, and interest payable upon redemption prior to maturity.

"Reserve Fund Credit Facility" an irrevocable and unconditional letter of credit, insurance policy or surety bond, the terms of which have been approved by the City and the Bank, issued by a bank or other financial institution, which is acceptable to the City and the Bank, which credit facility names the Indenture Trustee as the beneficiary thereunder; provided, that any such credit facility (other than an insurance policy or surety bond extending to the maturity date of the Series 2016 Bonds) must (a) be renewable or extendable on an annual basis; (b) have an initial term of not less than three (3) years; (c) provide that the bank or other financial institution providing such credit facility must notify the Indenture Trustee and the City, no less than thirty (30) days in advance of the expiration of the credit facility of its intention not to renew or extend such credit facility; (d) permit the Indenture Trustee to make a draw thereunder to fund the Debt Service Reserve Fund not later than five (5) business days prior to the earlier of (1) the expiration date of such credit facility and (2) the date the proceeds of such draw will be needed to fund the Debt Service Reserve Fund.

"Revenues" means the Funds and Accounts and all income, revenues and profits of the Funds and Accounts referred to in the granting clauses hereof including, without limitation, all Series 2016 Note Payments and any additional amount paid to the Trustee under the Loan Agreement on the Series 2016 Note.

"Secretary" means the Secretary or Assistant Secretary of the Bank.

"Series 2016 Bonds" means the $25,000,000 Mississippi Development Bank Taxable Special Obligation Series 2016 Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) issued pursuant to Section 2.01 of this Indenture.

"Series 2016 Note" means the $25,000,000 Taxable Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding Project), dated _____, 2016, of the City to the Bank, attached as EXHIBIT B to the Loan Agreement.

"Series 2016 Note Interest Payment" means that portion of the Series 2016 Note Payment which represents the interest due or to become due on the Series 2016 Note held by the Trustee pursuant to this Indenture.

"Series 2016 Note Payment" means together the amounts paid or required to be paid, from time to time, for principal and interest on the Series 2016 Note held by the Trustee pursuant to this Indenture.

"Series 2016 Note Principal Payment" means that portion of the Series 2016 Note Payment which represents the principal due or to become due on the Series 2016 Note held by the Trustee pursuant to this Indenture.

"Series 2016 Project" means providing funds for (i) the Construction Project; (ii) funding the Debt Service Reserve Fund for the Series 2016 Bonds, and (iii) paying the costs of issuance of the Series 2016 Bonds and the Series 2016 Note.

"Special Reserve Fund" means the fund by that name created by Section 6.02 hereof.

"Standard & Poor's" shall mean Standard & Poor's Ratings Group, a division of The McGraw Hill Companies, its successors and assigns and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, "Standard & Poor's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Bank), by written notice to the Trustee.

"State" means the State of Mississippi.

"Supplemental Indenture" means an indenture supplemental to or amendatory of this Indenture, executed by the Bank and the Trustee in accordance with Article XII hereof.

"Trust Estate" means the property, rights, and amounts pledged and assigned to the Trustee pursuant to the granting clauses hereof.

"Trustee" means _____ Bank of _____, _____, a State banking corporation organized and existing under the laws of the State of Mississippi, or any successor thereto hereunder.

SECTION 1.02 Rules of Interpretation.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) "This Indenture" means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated "Articles", "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder," and "herewith" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article or elsewhere in this Indenture have the meanings assigned to them in this Article or elsewhere in this Indenture, as the case may be, and include the plural as well as the singular.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles.

(e) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(f) The headings or captions used in this Indenture are for convenience of reference only and shall not define or limit or describe any of the provisions hereof or the scope or intent thereof.

ARTICLE II

AUTHORIZATION AND ISSUANCE OF SERIES 2016 BONDS

SECTION 2.01 Authorization and Issuance of Series 2016 Bonds.

(1) Series 2016 Bonds of the Bank to be known and designated as "Mississippi Development Bank Taxable Special Obligation, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) are hereby authorized to be issued. The aggregate principal amount of Series 2016 Bonds that may be issued, authenticated and Outstanding hereunder is limited to Twenty Five Million Dollars ($25,000,000).

(2) There is hereby created by this Indenture, in the manner and to the extent provided herein, a continuing pledge and lien to secure the full and final payment of the principal or Redemption Price of and interest on all of the Series 2016 Bonds issued pursuant to this Indenture. The Series 2016 Bonds shall be payable solely from the Revenues. The State shall not be liable on the Series 2016 Bonds and the Series 2016 Bonds shall not be a debt, liability, pledge of the faith or loan of the credit of the State. The Series 2016 Bonds shall contain on the face thereof a statement to the effect that the Bank is obligated to pay the principal of the Series 2016 Bonds, the interest and the redemption premium, if any, thereon only from the Revenues and that the State is not obligated to pay such principal, interest or redemption premium, if any, and that neither the faith and credit nor the taxing power of the State is pledged to the payment of the Series 2016 Bonds. In the Act, the State has pledged to and agreed with the holders of any Series 2016 Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2016 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in

connection with any action or proceeding by or on behalf of such holders of Series 2016 Bonds are fully met and discharged. All Series 2016 Bonds shall mature on or before ____, 20___.

SECTION 2.02 Purpose and Disposition of Series 2016 Bonds.

The purpose for issuing the Series 2016 Bonds is to fund the Loan Account in order to provide funds to loan to the City and provide funds in connection with the sale and issuance of the Series 2016 Note by the City, which will provide funds for the following: (i) the Construction Project; (ii) to fund the Debt Service Reserve Fund; and (iii) to fund the Bond Issuance Expense Account of the General Fund to pay the Costs of Issuance for the Series 2016 Bonds and the Series 2016 Note. The principal amount of the Series 2016 Bonds will be supplied by multiple advances as provided herein. Upon the delivery of the Series 2016 Bonds and receipt of the net proceeds therefor, the Bank shall deliver to the Trustee proceeds of the Series 2016 Bonds in the amount of $_____, for deposit as follows: (i) into the Bond Issuance Expense Account of the General Fund, the sum of $_____ to pay Costs of Issuance for the Series 2016 Bonds and the Series 2016 Note; and (ii) into the Loan Account, $_____ of the net proceeds for use in lending money to the City under the Loan Agreement, as secured by the Series 2016 Note.

The principal amount of the Series 2016 Bonds will be supplied by multiple advances, as needed by the Bank. Interest shall begin to accrue on the principal amount of each advance only from the date of each such advance. The amount of each advance will be recorded by the Trustee in the place provided therefor on the reverse of each respective Series 2016 Bond, along with the date of such advance, and the signature of the Trustee shall be affixed in witness of each such advance in the place provided therefor. If the total amount of the total advances is less than the principal amount stated on the respective Series 2016 Bond, the Trustee shall issue a new Series 2016 Bond in the amount of such total advances and the total annual installments of principal interest as stated on the respective Series 2016 Bond will be adjusted to reflect an annual installment to amortize such amount over an eighteen year period.

SECTION 2.03 General Description of the Series 2016 Bonds.

The Series 2016 Bonds shall be issuable as fully registered Series 2016 Bonds shall be issuable as fully registered bonds in the denomination of $1.00 or any integral multiple thereof. The Series 2016 Bonds shall be numbered from 1 upward, as applicable.

Each Series 2016 Bond shall carry an original date as of the date of delivery and authentication thereof.

Payments of interest only shall be made on the first and second anniversary date of the Series 2016 Bonds. Equal amortized installment of principal and interest shall be payable to the registered owner of the Series 2016 Bonds each year on the anniversary date of the Series 2016 Bonds, beginning three (3) years from the date of the Series 2016 Bonds and continuing through the twentieth (20th) year after the date of the Series 2016 Bonds. The Series 2016 Bonds shall be payable, both as to principal and interest, in lawful money of the United States of America.

Provided, however, that at the option of the Original Purchaser the principal amount of the Series 2016 Bonds may be supplied by multiple advances, as needed by the Series 2016 Bonds. In such event, interest shall begin to accrue on the principal amount of each advance

only from the date of each such advance. If the Original Purchaser elects to provide the principal amount of the Series 2016 Bonds in multiple advances, the amount of each advance will be recorded by the Trustee in the place provided therefor on the reverse of the Series 2016 Bonds, in substantially the form hereinafter set forth, along with the date of such advance, and the signature of the Trustee shall be affixed in witness of each such advance in the place provided therefor. In the event that the Original Purchaser does not elect to provide the principal amount of the Series 2016 Bonds in multiple advances, the Series 2016 Bonds will be printed in substantially the form hereinafter set forth, but any reference to providing the principal amount of the Series 2016 Bonds in multiple advances, including the provisions for registration of such multiple advances, may be deleted from the Series 2016 Bonds.

All payments in respect to the Series 2016 Bonds, whether of principal or interest and including prepayments of principal (either redemption of the Series 2016 Bonds or partial redemption thereof), shall be made directly to the registered owner at his address shown on the Series 2016 Bond registration records of the Bank without, except for final payment, the presentation or surrender of the Series 2016 Bonds and all such payment shall discharge the obligation of the Bank with respect to the Series 2016 Bonds.

SECTION 2.04 Provisions for Issuance of Series 2016 Bonds.

Series 2016 Bonds shall be executed by Authorized Officers of the Bank for issuance under this Indenture and delivered to the Trustee and thereupon shall be authenticated by the Trustee and by it delivered to the Bank or to the purchasers thereof, as specified in a written order of the Bank, but only upon the receipt by the Trustee of:

(a) An Opinion of Counsel dated as of the date of delivery thereof to the effect that (i) this Indenture and the performance by the Bank of its obligations hereunder, have been duly authorized, and this Indenture has been duly executed and delivered by the Bank and constitutes the legal, valid and binding agreement of the Bank, enforceable in accordance with its terms; (ii) the Series 2016 Bonds have been duly authorized, sold, executed and delivered by the Bank, and are valid and binding obligations of the Bank enforceable in accordance with their terms; and (iii) all resolutions and actions of the Bank relating to the documents in question and all related proceedings comply with all rules and regulations of the Bank and all approvals or other actions required to be obtained or taken by the Bank under the Act have been obtained or taken as required;

(b) A written order as to the delivery of such Series 2016 Bonds, signed by an Authorized Officer;

(c) A copy of the resolution adopted and approved by the Bank, authorizing the execution and delivery of this Indenture and the issuance and sale of such Series 2016 Bonds, certified by an Authorized Officer;

(d) A certificate of an Authorized Officer that upon delivery of and payment for such Series 2016 Bonds, the amount on deposit in the Debt Service Reserve Fund, including any amount to be deposited therein from the proceeds of such Series 2016

Bonds or from the acquisition of a Reserve Fund Credit Facility, will be equal to the Debt Service Reserve Requirement for the Debt Service Reserve Fund;

(e) [Reserved];

(f) A certificate of an Authorized Officer that the issuance of such Series 2016 Bonds will not violate any limitations in the Act or any other laws of the State as to the amount of Series 2016 Bonds that may be Outstanding from time to time;

(g) A certificate of an Authorized Officer that the Act has not been repealed or amended in a manner that would adversely affect the rights of owners of such Series 2016 Bonds; and

(h) Such further documents, moneys and securities as are required by the provisions of this Article VII hereof.

SECTION 2.05 Provisions for Issuance of Refunding Series 2016 Bonds.

(1) All or any part of one or more series of Refunding Series 2016 Bonds may be authenticated and delivered upon original issuance to refund all or any part of the Outstanding Series 2016 Bonds. Refunding Series 2016 Bonds shall be issued in a principal amount sufficient, together with other moneys available therefor, to accomplish such refunding and to make such deposits required by the provisions of the Act, this Section and by the Supplemental Indenture authorizing said Refunding Series 2016 Bonds.

(2) Refunding Series 2016 Bonds may be authenticated and delivered only upon receipt by the Trustee (in addition to the receipt by the Trustee of the documents required by Section 2.04 hereof) of:

(a) Irrevocable instructions to the Trustee, satisfactory to it, to give due notice of redemption of all the Series 2016 Bonds to be refunded on the redemption date specified in such instructions;

(b) Irrevocable instructions to the Trustee, satisfactory to it, to give notice provided for in Section 4.05 hereof to the owners of the Series 2016 Bonds being refunded; and

(c) Either (i) moneys in an amount sufficient to effect payment at the applicable Redemption Price or principal payment amount of the Series 2016 Bonds to be refunded or paid, respectively, together with accrued interest on such Series 2016 Bonds to the redemption or maturity date and all necessary and appropriate fees and expenses of the Trustee, which moneys shall be held by the Trustee or any one or more of the Trustees in a separate account irrevocably in trust for and assigned to the respective owners of the Series 2016 Bonds to be refunded or paid, or (ii) Governmental Obligations in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications, as shall be necessary to comply with the provisions of Article VIII, which Governmental Obligations shall be held in trust and used only as provided in said Article.

SECTION 2.06 Form of Series 2016 Bonds.

The Series 2016 Bonds and the Trustee's certificate of authentication to be endorsed on the Series 2016 Bonds are all to be in substantially the following form, with necessary and appropriate variations, omissions and insertions as are permitted or required by this Indenture:

(remainder of page intentionally left blank)

(FORM OF SERIES 2016 BOND)

(Front of Series 2016 Bond)

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
MISSISSIPPI DEVELOPMENT BANK
TAXABLE SPECIAL OBLIGATION BOND, SERIES 2016
(HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM CONSTRUCTION PROJECT)

NO. R-____

Interest Rate	Maturity Date	Original Date	Date of Authentication	CUSIP
		_____, 2016	_____, 2016	

Registered Owner:

Principal Amount:

Mississippi Development Bank, a body corporate and politic, exercising essential public functions ("Bank") and organized under the laws of the State of Mississippi (the "State"), for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, upon surrender hereof, the principal amount stated above in lawful money of the United States of America but solely from the sources referred to herein and not otherwise. As specified herein, unless this Series 2016 Bond, as hereinafter defined, shall be redeemable and shall previously have been called for redemption and payment of the redemption price made or provided for, and to pay interest on such principal amount in like money, but solely from said sources, from the interest payment date to which interest has been paid as of the date of authentication of this Series 2016 Bond payable on the anniversary date of the Bonds, commencing on the first (1st) anniversary date of the Series 2016 Bonds, until payment of such principal amount shall have been made upon redemption or as specified herein. Payments of interest only shall be made on the first and second anniversary date of this Series 2016 Bond. Principal payments with interest on the unpaid principal balance from the date hereof shall be payable in equal annual installments of principal and interest in the amount of _____ Dollars and _____ Cents ($_____) beginning on the third anniversary date of the Series 2016 Bond and continuing through the Twentieth anniversary date of the Series 2005 Bond, inclusive; and provided that the final payment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable twenty (20) years from the date hereof. Each payment shall be applied first to the payment of accrued interest, and secondly, to the payment of principal. The principal of this Series 2016 Bond is payable at the principal corporate trust office of _____ Bank, as Trustee, in the City of _____, Mississippi, or at the principal corporate trust office of any successor trustee appointed under the Indenture hereinafter mentioned; and payments of interest hereon will be made to the Registered Owner hereof (whose name appears on the registration records kept by the Trustee at the close of

business on the fifteenth day of the month preceding such Interest Payment Date) by check mailed on the Interest Payment Date by the Trustee to such Registered Owner at his address as it appears on the registration records of the Bank kept by the Trustee or at such other address as is furnished to the Trustee in writing by such Registered Owner or at the written election of the Registered Owner of $1,000,000 or more in aggregate principal amount of Series 2016 Bonds, delivered to the Trustee at least one Business Day prior to the Record Date (as defined in the Indenture), for which such election will be effective by wire transfer to the Registered Owner or by deposit into the account of the Registered Owner if such account is maintained by the Trustee.

Optional Language: [Provided, however, that at the option of _____, the principal amount of this Series 2016 Bond may be supplied by multiple advances, as needed by the Bank. In such event, interest shall begin to accrue on the principal amount of each advance only from the date of each such advance. If _____, elects to provide the principal amount of this Series 2016 Bond in multiple advances, the amount of each advance will be recorded by the Trustee in the place provided therefor on the reverse hereof, along with the date of such advance, and the signature of the Trustee shall be affixed in witness of each such advance in the place provided therefor.]

This Series 2016 Bond and the other Series 2016 Bonds, and the interest payable hereon and thereon, are payable solely by the Bank from the Revenues (as defined herein) and other funds of the Bank pledged therefor under the Indenture, which Revenues and funds include the payments on the Series 2016 Note (as defined in the Indenture) purchased by the Bank and assigned to the Trustee. The Bank has no taxing power. This Series 2016 Bond and the other Series 2016 Bonds, both as to principal and interest, do not constitute a debt, liability or loan of the credit of the State of Mississippi ("State") or any political subdivision thereof under the constitution or statutes of the State or a pledge of the faith and credit or the taxing power of the State or any political subdivision thereof. The issuance of the Series 2016 Bonds under the provisions of the Act, as hereinafter defined, does not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Series 2016 Bonds do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution or the statutes of the State and do not now and shall never constitute a charge against the credit of the State or any political subdivision thereof or a charge against the taxing power of the State or any political subdivision thereof. Neither the State nor any agent, attorney, member or employee of the State or of the Bank shall in any event be liable for the payment of the principal of, premium, if any, or interest on the Series 2016 Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any agent, employee, attorney or member of the State or of the Bank, or any charge upon their general credit or upon the taxing power of the State. In the Act, the State has pledged and agreed with the holders of any Series 2016 Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2016 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Series 2016 Bonds, are fully met and discharged.

This Series 2016 Bond is one of an authorized issue of Series 2016 Bonds of the Bank known as Mississippi Development Bank Taxable Special Obligation Series 2016 Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Series 2016 Bonds") issued under and secured by an Indenture of Trust, dated as of _____, 2016 ("Indenture"), duly executed and delivered by the Bank to _____ Bank, Jackson, Mississippi, as Trustee ("Trustee"). The Series 2016 Bonds are limited in aggregate principal amount to not exceed Twenty Five Million Dollars ($25,000,000). The Series 2016 Bonds are issued pursuant to Mississippi Code of 1972, Sections 31-25-1 et seq., as amended (the "Act"), to provide funds for a loan to the City secured by the Series 2016 Note and the Loan Agreement (as hereinafter defined), to (i) provide funds to repair, improve, and extend the combined water and sewer system of the City (the "Construction Project"); (ii) fund a debt service reserve fund for the Series 2016 Bonds; and (iii) pay the costs of issuing the Series 2016 Bonds and Series 2016 Note, as hereinafter defined (collectively, the "Project"). The City is the City of Hattiesburg, Mississippi and the Series 2016 Note is the $25,000,000 Taxable Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) issued pursuant to a loan agreement by and between the City and the Bank, dated on _____, 2016 (the "Loan Agreement"). The Series 2016 Note will be paid from Net Revenues of the System, subject to the parity lien of the City's (a) $17,000,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated June 28, 2006 (the "2006 Note"), issued pursuant to and securing the loan agreement, dated June 28, 2006 by and between the Bank and the City (the "2006 Loan Agreement"), such 2006 Note and 2006 Loan Agreement being security for the loan (the "2006 Loan") between the City and the Bank, which 2006 Loan was funded from the proceeds of the $17,000,000 Mississippi Development Bank Special Obligation Series 2006 Bonds (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) (the "Series 2006 Bank Bonds"); and (b) $12,500,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated March 29, 2012 (the "2012 Note"), issued pursuant to and securing the loan agreement, dated March 29, 2012 by and between the Bank and the City (the "2012 Loan Agreement"), such 2012 Note and 2012 Loan Agreement being security for the loan (the "2012 Loan") between the City and the Bank, which 2012 Loan was funded from the proceeds of the $12,500,000 Mississippi Development Bank Special Obligation Series 2012 Bonds (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Series 2012 Bank Bonds"); and (c) $28,000,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated December 19, 2013 (the "2013 Note"), issued pursuant to and securing the loan agreement, dated December 19, 2013 by and between the Bank and the City (the "2013 Loan Agreement"), such 2013 Note and 2013 Loan Agreement being security for the loan (the "2013 Loan") between the City and the Bank, which 2013 Loan was funded from the proceeds of the $28,000,000 Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated December 19, 2013 (the "Series 2013 Bank Bonds"). The net proceeds received by the City under the Loan Agreement for the Series 2016 Note will be used by the City to provide funds for the Project.

The Series 2016 Bonds are all equally and ratably secured by and entitled to the protection of the Indenture on a parity one with another and with any Refunding Series 2016 Bonds which may be issued pursuant to Section 2.05 of the Indenture (collectively, the "Series 2016 Bonds"). To secure payment of principal of and interest on all the Series 2016 Bonds and

performance of all other covenants of the Bank under the Indenture, the Bank, pursuant to the Indenture, has assigned and pledged to the Trustee, and has granted to the Trustee a security interest in, the Trust Estate (as defined in the Indenture), including all rights, title and interest of the Bank in and to all moneys and securities from time to time received and held by the Trustee under the Indenture and all income from the deposit, investment and reinvestment thereof (all such money and funds and accounts referred to in the granting clauses of the Indenture are defined in the Indenture and are herein referred to as the "Revenues"). Reference is hereby made to the Indenture for a description of the rights, duties and obligations of the Bank, the Trustee and the owners of the Series 2016 Bonds, the terms and conditions upon which the Series 2016 Bonds are issued and the terms and conditions upon which the Series 2016 Bonds will be paid at or prior to their stated maturity, or will be deemed to be paid upon the making of provision for payment therefor. Copies of the Indenture are on file at the principal corporate trust office of the Trustee.

This Series 2016 Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner and subject to the limitations prescribed in the Indenture and upon surrender and cancellation of this Series 2016 Bond. This Series 2016 Bond may be transferred without cost to the Registered Owner except for any tax or governmental charge required to be paid with respect to the transfer. Upon such transfer, a new Series 2016 Bond or Series 2016 Bonds of the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

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

The Series 2016 Bonds are issuable as fully registered bonds in denominations of $1.00 and any integral multiple thereof. Subject to the limitations and upon payment of any taxes or governmental charges, the Series 2016 Bonds may be exchanged for a like aggregate principal amount of Series 2016 Bonds of the same maturity of authorized denominations.

If the City directs the Bank to redeem Series 2016 Bonds, the Bank has agreed under the Indenture to accept redemption and redeem the Series 2016 Bonds in the following instances:

(a) The Series 2016 Bonds are subject to optional redemption prior to their stated date of maturity in whole or in part, in principal amounts and maturities as selected by the Bank on any date at par, plus accrued interest to the date of redemption thereof.

(b) The Series 2016 Bonds are also subject to extraordinary mandatory redemption prior to their stated dates of maturity in whole or in part, in inverse order of maturity, at any time, at a Redemption Price equal to the principal amount thereof plus accrued interest to the redemption date, from and to the extent that moneys are transferred from the Loan Account to the Redemption Account created in the Indenture, funds transferred from the Project Fund to the Redemption Account upon completion of the Construction Project and payment of all Costs of the Construction Project as provided

in the Loan Agreement, or otherwise deposited in the Redemption Account from proceeds received upon the sale or prepayment prior to maturity of the Series 2016 Note upon a default under the Series 2016 Note, and acceleration thereof.

In the event less than all of the Series 2016 Bonds are to be redeemed, the principal amount and maturity to be redeemed shall be selected by the Bank, and the Trustee, at its sole discretion, shall select the Series 2016 Bonds to be redeemed by lot within a selected maturity, provided that Series 2016 Bonds shall be redeemed only in whole multiples of $1.00.

In the event any of the Series 2016 Bonds are called for redemption as aforesaid, notice thereof identifying the Series 2016 Bonds to be redeemed will be given by mailing a copy of the redemption notice by registered or certified mail not less than thirty (30) days nor more than forty-five (45) days prior to the date fixed for redemption to the Registered Owner of the Series 2016 Bond to be redeemed at the address shown on the registration records kept by the Trustee. Failure to give such notice by mailing, or any defect therein with respect to any Series 2016 Bond, shall not affect the validity of any proceedings for the redemption of other Series 2016 Bonds. All Series 2016 Bonds so called for redemption will cease to bear interest on the specified redemption date, shall no longer be protected by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture, provided funds for their redemption are on deposit at the place of payment prior to the redemption date.

The Registered Owner of this Series 2016 Bond shall have no right to enforce the provisions of the Indenture or to institute an action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2016 Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Indenture, or of any supplements thereto, may be made to the extent permitted by, and in accordance with, the Indenture.

The Bank hereby certifies, recites and declares that all acts, conditions and things required by the constitution and statutes of the State, the Indenture, and resolutions of the Bank to exist, happen and be performed prior to the issuance of this Series 2016 Bond do exist, have happened and have been performed in due time, form and manner as required by the Act; that the issuance of the Series 2016 Bonds, together with all other obligations of the Bank, does not exceed or violate any constitutional or statutory limitation applicable to the Bank; and that the Revenues pledged to the payment of the principal of and interest on the Series 2016 Bonds, as the same become due, are designed to be sufficient in amount for that purpose.

This Series 2016 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the Mississippi Development Bank has caused this Series 2016 Bond to be executed in its name and on its behalf by the facsimile or manual signature of its Executive Director and a facsimile or manual seal of its official seal to be hereunto impressed or imprinted hereon by any means and attested by the facsimile or manual signature of its Secretary.

MISSISSIPPI DEVELOPMENT BANK

By:_____
Executive Director

ATTEST:

By:_____
Secretary

(SEAL)

[Form of Certificate of Authentication]

CERTIFICATE OF AUTHENTICATION

This Series 2016 Bond is one of the Series 2016 Bonds issued and delivered pursuant to the provisions of the within mentioned Indenture.

Date of Authentication: _____, 2016

_____ BANK,
as Trustee

By: _____
Authorized Signatory

[Form of Validation Certificate]

VALIDATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF HINDS

The undersigned Secretary of the Mississippi Development Bank does hereby certify that the within Series 2016 Bond has been validated and confirmed by Decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, rendered on the __ day of ____, 20__.

_____
Secretary

(SEAL)

[Form of Assignment]

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

_____

(Please Insert Social Security or other Identifying Number of Assignee)

_____

(Please print or typewrite name and address of Assignee)

the within Series 2016 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, Attorney, to transfer the within Series 2016 Bond on the records kept for registration thereof, with full power of substitution in the premises.

Dated: _____

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Series 2016 Bond in every particular manner, without alteration or any change whatever.

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by a member of a nationally recognized signature guaranty program.

BY:_____

There shall be printed on the Series 2016 Bond a form for registration of ownership substantially as follows:

PROVISION FOR REGISTRATION

In accordance with a provision of this Series 2016 Bond, this Series 2016 Bond shall be registered in the name of the owner, the registry to be certified hereon by the Trustee, after which no transfer shall be valid unless made by the registered owner in person or by his duly authorized attorney upon the records of said Trustee and the name and mailing address of the new registered owner similarly placed in the registration clause herein.

DATE OF REGISTRATION	NAME AND MAILING ADDRESS OF REGISTERED OWNER	SIGNATURE TRUSTEE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[END OF BOND FORM]

SECTION 2.07 [Reserved].

SECTION 2.08 [Reserved].

SECTION 2.09 [Reserved].

ARTICLE III

GENERAL TERMS AND PROVISIONS OF SERIES 2016 BONDS

SECTION 3.01 Medium, Form and Place of Payment.

The Series 2016 Bonds shall be payable, with respect to interest, principal and Redemption Price, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be payable by check mailed on the Interest Payment Date to the registered owners as of the Record Date. The Bank may provide for the payment of interest on Series 2016 Bonds to holders of $1,000,000 or more by wire transfer or electronic funds transfer or by such other method as is acceptable to the Trustee and the Bondholder. Principal shall be payable at the principal corporate trust office of the Trustee upon presentation of the Series 2016 Bonds to be paid.

SECTION 3.02 Legends.

The Series 2016 Bonds may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Indenture as may be necessary or desirable to comply with custom, as determined by the Bank prior to the delivery thereof.

SECTION 3.03 Execution.

The Series 2016 Bonds shall be executed on behalf of the Bank with the manual or facsimile signature of its President or Vice President or Executive Director and shall have impressed or imprinted thereon, by facsimile or otherwise, the official seal of the Bank, which seal shall be attested by the manual or facsimile signature of the Executive Director or Secretary of the Bank. In case any officer of the Bank whose signature or whose facsimile signature shall appear on the Series 2016 Bonds shall cease to be such officer before the delivery of such Series 2016 Bonds, such signature or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Any Bond may be executed and attested on behalf of the Bank by such officer duly authorized to do so at the time of the execution of such Series 2016 Bonds or such officer hold the proper office of the Bank, although at the date borne by the Series 2016 Bonds or at the date of delivery of the Series 2016 Bonds, such officer may not have been so authorized or have held such office.

SECTION 3.04 Authentication.

No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond substantially in the following form shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture:

CERTIFICATE OF AUTHENTICATION

This Series 2016 Bond is one of the Series 2016 Bonds issued and delivered pursuant to the provisions of the within mentioned Indenture.

Date of Authentication: _____, 2016

_____ **BANK,**
as Trustee

By:_____
Authorized Signatory

The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized representative or signatory of the Trustee, but it shall not be necessary that the same representative or signatory sign the certificate of authentication on all of the Series 2016 Bonds. The signature of the authorized representative or signatory of the Trustee shall be manual.

SECTION 3.05 Mutilated, Lost, Stolen or Destroyed Series 2016 Bonds.

If any Bond is mutilated, lost, stolen or destroyed, the Bank shall execute and the Trustee shall authenticate a new Bond or Series 2016 Bonds of the same maturity and denomination, as that mutilated, lost, stolen or destroyed; provided that in the case of any mutilated Bond, such Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee. In the event any such mutilated Bond shall have matured or been called for redemption, instead of issuing and authenticating a duplicate Bond, the Trustee may pay the same without surrender thereof, provided, however, that in the case of a lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee together with indemnity satisfactory to the Trustee before any payment may be made. The Trustee may charge the owner of such Bond its reasonable fees and expenses in connection with replacing any Series 2016 Bonds mutilated, lost, stolen or destroyed. Any Bond issued pursuant to this Section 3.05 shall be deemed part of the original series of the Series 2016 Bonds in respect of which it was issued and a contractual obligation of the Bank replacing the obligation evidenced by such mutilated, lost, stolen or destroyed Bond.

SECTION 3.06 Registration, Transfer and Exchange of Series 2016 Bonds; Persons Treated as Owners.

The Bank shall cause records for the registration and for the transfer of the Series 2016 Bonds to be kept by the Trustee at its principal corporate trust office, and the Trustee is hereby constituted and appointed the bond registrar of the Bank. At reasonable times and under reasonable regulations established by the Trustee, said records may be inspected and prepared by the Bank or by owners (or a designated representative thereof) of five percent (5%) or more in aggregate principal amount of the Series 2016 Bonds then Outstanding.

Upon surrender for transfer of any Bond at the principal corporate trust office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in a form satisfactory to the Trustee and duly executed by the registered owner or his attorney duly authorized in writing, the Bank shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Series 2016 Bonds of the same maturity for a like aggregate principal amount. The Series 2016 Bonds may be transferred or exchanged without cost to the Bondholders except for any tax or governmental charge required to be paid with respect to the transfer or exchange. The execution by the Bank of any Bond of any denomination shall constitute full and due authorization of such denomination and the Trustee shall thereby be authorized to authenticate and deliver such Bond.

The Trustee shall not be required (a) to register, transfer or exchange any Bond during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Series 2016 Bonds, or (b) to register, transfer or exchange any Series 2016 Bonds selected, called or being called for redemption prior to their stated maturity in whole or in part after mailing notice of such call.

The person in whose name a registered Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal and interest thereon, shall be made only to or upon the order of the registered owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

All Series 2016 Bonds delivered upon any transfer or exchange shall be valid obligations of the Bank, evidencing the same debt as the Series 2016 Bonds surrendered, shall be secured by this Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Bond surrendered.

SECTION 3.07 Destruction of Series 2016 Bonds.

Whenever any Outstanding Bond shall be delivered to the Trustee for cancellation pursuant to this Indenture or upon payment of the principal amount and interest represented thereby or for replacement pursuant to Section 3.05 hereof, such Bond shall be canceled and destroyed by the Trustee and a counterpart of a certificate of destruction evidencing such destruction shall be furnished by the Trustee to the Bank.

SECTION 3.08 Nonpresentment of Series 2016 Bonds.

In the event any Bond shall not be presented for payment when the principal thereof comes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay such Bond shall have been made available to the Trustee for the benefit of the owner thereof, all liability of the Bank to the owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds for four (4) years, for the benefit of the owner of such Bond, without liability for interest thereon to such owner, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond.

Any money so deposited with and held by the Trustee not so applied to the payment of Series 2016 Bonds within four (4) years after the date on which the same shall become due shall be subject to applicable laws of the State of Mississippi concerning escheat and unclaimed property and shall be repaid by the Trustee to the Bank and thereafter the Bondholders shall be entitled to look only to the Bank for payment, and then only to the extent of the amount so repaid, and the Bank shall not be liable for any interest thereon to the Bondholders and shall not be regarded as a trustee of such money.

SECTION 3.09 Other Obligations Payable from Revenues.

The Bank shall grant no liens or encumbrances on or security interests in the Trust Estate (other than those created by this Indenture), and, except for the Series 2016 Bonds, shall issue no Series 2016 Bonds or other evidences of indebtedness payable from the Trust Estate.

SECTION 3.10 Temporary Series 2016 Bonds.

Until the definitive Series 2016 Bonds are ready for delivery, the Bank may execute, in the same manner as is provided in Section 3.03, and, upon the request of the Bank, the Trustee shall authenticate and deliver, one or more temporary Series 2016 Bonds, which shall be fully registered. Such temporary Series 2016 Bonds shall be subject to the same provisions, limitations and conditions as the definitive Series 2016 Bonds and shall be substantially of the tenor of the definitive Series 2016 Bonds in lieu of which such temporary Bond or Series 2016 Bonds are issued, in the denomination of $5,000 or any integral multiples thereof authorized by the Bank, and with such omissions, insertions and variations as may be appropriate to temporary Series 2016 Bonds. The Bank at its own expense shall prepare and execute and, upon the surrender of such temporary Series 2016 Bonds shall deliver in exchange therefor definitive Series 2016 Bonds, of the same aggregate principal amount and maturity as the temporary Series 2016 Bonds surrendered. Until so exchanged, the temporary Series 2016 Bonds shall in all respects be entitled to the same benefits and security as definitive Series 2016 Bonds issued pursuant to this Indenture.

If the Bank shall authorize the issuance of temporary Series 2016 Bonds in more than one denomination, the owner of any temporary Bond or Series 2016 Bonds may, at his option, surrender the same to the Trustee in exchange for another temporary Bond or Series 2016 Bonds of like aggregate principal amount and maturity of any other authorized denomination or

denominations, and thereupon the Bank shall execute and the Trustee, in exchange for the temporary Bond or Series 2016 Bonds so surrendered and upon payment of the taxes and charges provided for in Section 3.06, shall authenticate and deliver a temporary Bond or Series 2016 Bonds of like aggregate principal amount and maturity in such other authorized denomination or denominations as shall be requested by such owner. All temporary Series 2016 Bonds surrendered in exchange either for another temporary Bond or Series 2016 Bonds or for a definitive Bond or Series 2016 Bonds shall be forthwith canceled by the Trustee.

SECTION 3.11 Limitations on Obligations of Bank.

The Series 2016 Bonds, together with interest thereon, shall be limited obligations of the Bank but payable solely from Revenues and shall be a valid claim of the respective owners thereof only against the Funds and Accounts, and any Accounts created thereunder, established hereunder and the Series 2016 Note acquired by the Trustee, all of which are hereby assigned and pledged hereunder for the equal and ratable payment of the Series 2016 Bonds and shall be used for no other purpose than the payment of the Series 2016 Bonds, except as may be otherwise expressly authorized in this Indenture. The Series 2016 Bonds do not constitute a debt or liability of the State or of any political subdivision thereof under the constitution of the State or a pledge of the faith and credit of the State or any political subdivision thereof, but shall be payable solely from the Revenues and funds pledged therefor in accordance with this Indenture. The issuance of the Series 2016 Bonds under the provisions of the Act does not directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Series 2016 Bonds and the interest payable thereon do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution of the State or the statutes of the State and do not now and shall never constitute a charge against the credit or taxing power of the State or any political subdivision thereof. Neither the State nor any agent, attorney, member or employee of the State or of the Bank, shall in any event be liable for the payment of the principal of, and premium, if any, or interest on the Series 2016 Bonds or damages, if any, for the nonperformance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any of the State's or the Bank's agents, members, attorneys, or employees or any charge upon the general credit of the State or a charge against the taxing power of the State or any political subdivision thereof. In the Act, the State has pledged to and agreed with the holders of any Series 2016 Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2016 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Series 2016 Bonds are fully met and discharged.

SECTION 3.12 Immunity of Officers and Directors.

No recourse shall be had for the payment of the Series 2016 Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer, member, director, agent or employee of the Bank or any officer,

member, director, trustee, agent or employee of any successor entities thereto, as such, either directly or through the Bank or any successor entities, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, directors, trustees, agents, or employees as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and issuance of such Series 2016 Bonds.

ARTICLE IV

REDEMPTION OF SERIES 2016 BONDS PRIOR TO MATURITY

SECTION 4.01 Privilege of Redemption and Redemption Prices and Terms for Series 2016 Bonds.

If the City directs the Bank to redeem any of the Series 2016 Bonds pursuant to Section 9.2 of the Loan Agreement, the Bank agrees to accept such direction and shall redeem such Series 2016 Bonds in the following instances:

(a) Optional Redemption of Series 2016 Bonds. The Series 2016 Bonds are subject to optional redemption prior to their stated date of maturity in whole or in part, in principal amounts and maturities selected by the Bank on any date at par, plus accrued interest to the date of redemption thereof. Selection of the Series 2016 Bonds to be redeemed within a maturity will be made by lot by the Trustee.

(b) Extraordinary Mandatory Redemption. The Series 2016 Bonds are also subject to extraordinary mandatory redemption prior to their stated dates of maturity in whole or in part, in inverse order of maturity, at any time, at a Redemption Price equal to the principal amount thereof plus accrued interest to the redemption date, from and to the extent that moneys are transferred from the Loan Account to the Redemption Account created in the Indenture, funds transferred from the Project Fund to the Redemption Account upon completion of the Construction Project and payment of all Costs of the Construction Project as provided in the Loan Agreement, or otherwise deposited in the Redemption Account from proceeds received upon the sale or prepayment prior to maturity of the Series 2016 Note upon a default under the Series 2016 Note, and acceleration thereof.

The Bank intends to expend fully and expeditiously all amounts in the Loan Account promptly after the date of delivery of the Series 2016 Bonds for providing funds from the Loan to the City under the Loan Agreement secured by the Series 2016 Note. However, in the event and to the extent that funds deposited in the Loan Account from proceeds of the Series 2016 Bonds are not used for such Loan, and the Bank determines not to provide funds for the Loan to the City, moneys may be deposited in the Redemption Account, and used for extraordinary mandatory redemption at any time. In the event that less than all of the Series 2016 Bonds are to be redeemed under the provisions for extraordinary mandatory redemption in the Indenture, the principal amount and the maturity of the Series 2016 Bonds to be redeemed will be selected in integral multiples of $1.00 by lot by the Trustee.

SECTION 4.02 Redemption at the Election or Direction of the Bank.

In the case of any redemption of Series 2016 Bonds, the Bank shall give written notice to the Trustee of its election or direction so to redeem, of the redemption date, of the principal amounts of the Series 2016 Bonds of each maturity to be redeemed (which maturities and principal amounts thereof to be redeemed shall be determined by the Bank in its sole discretion, subject to any limitations with respect thereto contained in the Act or this Indenture) and of the moneys to be applied to the payment of the Redemption Price. Such notice shall be given at least thirty (30) but no more than forty-five (45) days prior to the redemption date, or such shorter period as shall be acceptable to the Trustee. The Bank shall pay to the Trustee, or cause to be paid, an amount which, in addition to other moneys, if any, available therefor held by such Trustee, will be sufficient to redeem, on the redemption date at the Redemption Price thereof, together with interest accrued to the redemption date, all of the Series 2016 Bonds to be redeemed. The Trustee shall give the notice of redemption provided for in Section 4.05 hereof.

SECTION 4.03 Selection of Series 2016 Bonds to be Redeemed.

If less than all of the Series 2016 Bonds are to be redeemed, the Series 2016 Bonds shall be redeemed only in whole multiples of $5,000. For purposes of redemption, each $5,000 of principal shall be considered as a Bond. If less than all of the Series 2016 Bonds shall be called for redemption, the principal amount and maturity of the particular Series 2016 Bonds to be redeemed shall be selected by the Bank and the Trustee shall select the particular Series 2016 Bonds to be redeemed by lot within a maturity in such manner as the Trustee may determine. If redemption at a Redemption Price exceeding 100% of the principal amount redeemed is to take place as of a mandatory sinking fund redemption date, the Series 2016 Bonds to be so redeemed by any such mandatory sinking fund redemption date shall be selected by lot prior to the selection of the Series 2016 Bonds to be redeemed on the same date by operation of the optional redemption provisions set forth herein.

SECTION 4.04 Redemption Payments.

Prior to or on the date fixed for redemption of funds, funds shall be deposited with the Trustee in an amount sufficient to pay the Redemption Price of the Series 2016 Bonds or portions thereof called, together with accrued interest thereon to the redemption date. The Trustee is hereby authorized and directed to apply such funds to the payment of such Series 2016 Bonds. If proper notice of redemption by mailing has been given as provided in Section 4.05 and sufficient funds for redemption shall be on deposit with the Trustee as aforesaid, interest on the Series 2016 Bonds or portions thereof thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Trustee upon any Bond or portion thereof called for redemption until such Bond or portion thereof shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 3.05 hereof with respect to any mutilated, lost, stolen or destroyed Bond.

SECTION 4.05 Notice of Redemption.

Notice of the call for any redemption, identifying the Series 2016 Bonds to be redeemed, shall be given by the Trustee by mailing a copy of the redemption notice by registered or

certified mail at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for redemption to the Original Purchaser and to the registered owner of each Bond to be redeemed at the address shown on the registration records. Failure to give such notice by mailing to any Bondholder or any defect in such notice, shall not affect the validity of any proceeding for the redemption of any other Series 2016 Bonds. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Trustee sufficient moneys to redeem all of the Series 2016 Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Trustee not later than on the redemption date and shall be of no effect unless such moneys are deposited.

SECTION 4.06 Cancellation.

All Series 2016 Bonds which have been redeemed shall not be reissued but shall be canceled and destroyed by the Trustee in accordance with Section 3.07 hereof.

ARTICLE V

GENERAL COVENANTS

SECTION 5.01 Payment of Principal and Interest.

The Bank covenants and agrees that it will promptly pay the principal of and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Series 2016 Bonds according to the true intent and meaning thereof, provided that the principal and interest are payable by the Bank solely from Revenues and any other funds or assets of the Bank hereinafter pledged to the Trustee as security by the Bank to the extent of that pledge.

SECTION 5.02 Performance of Covenants by the Bank.

The Bank covenants and agrees that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto. The Bank covenants and agrees that it is duly authorized under the constitution and laws of the State, including particularly the Act, to issue the Series 2016 Bonds authorized hereby and to execute this Indenture and to pledge the Revenues and all other property hereby pledged in the manner and to the extent herein set forth; that all action on its part for the issuance of the Series 2016 Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Series 2016 Bonds in the hands of the owners thereof are and will be valid and enforceable limited obligations of the Bank according to the terms thereof and hereof.

SECTION 5.03 Instruments of Further Assurance.

The Bank covenants and agrees that the Trustee may defend its rights to the payment of the Revenues for the benefit of the owners of the Series 2016 Bonds against the claims and demands of all persons whomsoever. The Bank covenants and agrees that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee

may reasonably require for the better assuring, transferring, pledging, assigning and confirming unto the Trustee all and singular the rights assigned hereby and the amounts and other property pledged hereby to the payment of the principal of and interest on the Series 2016 Bonds.

SECTION 5.04 Covenants Concerning Program.

(1) In order to provide for the payment of the principal, premium, if any, and interest on the Series 2016 Bonds and Program Expenses, the Bank shall from time to time, with all practical dispatch and in a sound and economical manner consistent in all respects with the Act, the provisions of this Indenture and sound banking practices and principles, to the extent necessary to provide for the payment of the Series 2016 Bonds (a) do all such acts and things as shall be necessary to receive and collect Revenues (including enforcement of the prompt collection of all arrears on the Series 2016 Note), and (b) diligently enforce, and take all steps, actions and proceedings reasonably necessary in the judgment of the Bank to protect its rights with respect to and to maintain any insurance on the Series 2016 Note and the Loan Agreement and to enforce all terms, covenants and conditions of the Series 2016 Note and Loan Agreement including the collection, custody and prompt application of all payments and deposits required by the terms of the Series 2016 Note and the Loan Agreement for the purposes for which they were made.

(2) Whenever necessary in order to provide for the payment of debt service on the Series 2016 Bonds, the Bank shall commence appropriate remedies with respect to the Series 2016 Note and Loan Agreement which are in default.

SECTION 5.05 Possession and Inspection of Series 2016 Note and Loan Agreement.

The Trustee covenants and agrees to retain or cause its agent to retain possession of the Series 2016 Note and the Loan Agreement and a copy of the transcript or documents related thereto and release them only in accordance with the provisions of this Indenture. The Bank and the Trustee covenant and agree that all records and documents in their possession relating to the Series 2016 Note and the Loan Agreement shall at all times be open to inspection by such accountants or other agencies or persons as the Bank or the Trustee may from time to time designate.

SECTION 5.06 Accounts and Reports.

The Bank covenants and agrees to keep proper records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Program, the Series 2016 Note and the Funds and Accounts established by this Indenture. Such records, and all other records and papers of the Bank, and such Funds and Accounts shall at all reasonable times be subject to the inspection of the Trustee and the owners of an aggregate of not less than five percent (5%) in principal amount of the Series 2016 Bonds then Outstanding or their representatives duly authorized in writing.

The Trustee covenants and agrees to provide to the Bank, if requested by the Bank, a statement of the amount on deposit in each Fund and Account as of the first day of that month

and of the total deposits to and withdrawals from each Fund and Account during the preceding six-month or applicable period.

The reports, statements and other documents (other than Bondholder lists) required to be furnished to or by the Trustee pursuant to any provision of this Indenture shall be provided to the owners of an aggregate of not less than five percent (5%) in principal amount of the Series 2016 Bonds then Outstanding who file or have filed a written request therefor with the Trustee with any such costs of such documents to be paid by the Bondholder.

SECTION 5.07 Bank Covenants with Respect to the Series 2016 Note and Loan Agreement.

(1) The Bank covenants and agrees that it will not permit or agree to any material change in the Series 2016 Note or the Loan Agreement unless the Bank supplies the Trustee with a Positive Cash Flow Certificate which gives effect to such action.

(2) The Bank covenants and agrees that it will enforce or authorize the enforcement of all remedies available to owners or holders of the Series 2016 Note and the Loan Agreement, unless the Bank provides the Trustee with a Positive Cash Flow Certificate which gives effect to the Bank's failure to enforce or to authorize the enforcement of such remedies; provided, however, that decisions as to the enforcement of remedies shall be within the sole discretion of the Trustee, except with respect to the rights of the Bond Insurer as set forth in Article XIV.

(3) The Bank covenants and agrees that it will not sell or dispose of the Series 2016 Note unless the Bank provides to the Trustee a Positive Cash Flow Certificate which gives effect to such action and the Bond Insurer consents thereto.

SECTION 5.08 Monitoring Investments.

The Bank covenants and agrees to regularly review the investments held by the Trustee in the Funds and Accounts for the purpose of assuring that the Revenues derived from such investments are sufficient to provide, with other anticipated Revenues, the debt service on Outstanding Series 2016 Bonds.

SECTION 5.09 Positive Cash Flow Certificates.

(1) At any time that the provisions of this Indenture shall require that a Positive Cash Flow Certificate be prepared concerning anticipated Revenues and payments on the Series 2016 Bonds, such certificate shall be prepared by a nationally recognized firm of independent accountants acceptable to the Trustee in accordance with this Section 5.09. Such certificate shall set forth:

(a) the Revenues expected to be received on the Series 2016 Note financed or expected to be financed with proceeds of Outstanding Series 2016 Bonds;

(b) all other Revenues, including the interest to be earned and other income to be derived from the investment of the Funds and Accounts and the rate or yields used in estimating such amounts;

(c) all moneys expected to be in the Funds and Accounts and, with respect to the Debt Service Reserve Fund, only to the extent provided in paragraph (d) hereof);

(d) the amount, if any, expected to be withdrawn from the Debt Service Reserve Fund, but only if the amount on deposit in the Debt Service Reserve Fund is expected to at least equal the Debt Service Reserve Requirement immediately after such withdrawal and such withdrawal is permitted by this Indenture;

(e) the principal and interest due on all Series 2016 Bonds expected to be Outstanding during such Fiscal Year; and

(f) the amount, if any, of Program Expenses expected to be paid from the Revenues.

(2) In making any Positive Cash Flow Certificate, the accountant or firm of accountants may contemplate the payment or redemption of Series 2016 Bonds for the payment or redemption of which amounts have been set aside in the Redemption Account. The issuance of the Series 2016 Bonds, the making of transfers from one Fund to another and the deposit of amounts in any Fund from any other source may only be contemplated in a Positive Cash Flow Certificate to the extent that such issuance, deposit or transfer has occurred prior to or will occur substantially simultaneously with the delivery of such Positive Cash Flow Certificate. The accountant or firm of accountants shall also supply supporting schedules appropriate to show the sources and applications of funds used, identifying particular amounts to be transferred between Funds, amounts to be applied to the redemption or payment of Series 2016 Bonds and amounts to be used to provide for Costs of Issuance for the Series 2016. The amount of the existing Series 2016 Note, existing Investment Securities and existing cash shall be the amounts as of the last day of the month preceding the month in which the Positive Cash Flow Certificate is delivered but shall be adjusted to give effect to scheduled payments of principal and interest on the Series 2016 Note, actual payments or proceeds with respect to Investment Securities and actual expenditures of cash expected by the Bank through the end of the then current month.

SECTION 5.10 [RESERVED].

SECTION 5.11 [RESERVED].

SECTION 5.12 [RESERVED].

ARTICLE VI

REVENUES AND FUNDS

SECTION 6.01 Source of Payment of Series 2016 Bonds.

The Series 2016 Bonds and all payments by the Bank hereunder are limited obligations of the Bank payable solely out of the Trust Estate as authorized by the constitution and statutes of the State, including particularly the Act and this Indenture, as provided herein.

SECTION 6.02 Creation of Funds.

There are hereby created by the Bank and ordered established the following funds to be held by the Trustee: (a) the General Fund; (b) the Debt Service Reserve Fund; and (c) the Special Reserve Fund. There is hereby created and established in the General Fund a "General Account," "Bond Issuance Expense Account," "Redemption Account," and "Loan Account." Upon the written request of the Bank, the Trustee shall establish and maintain hereunder such additional Funds, Accounts or subaccounts as the Bank may specify from time to time to the extent that in the judgment of the Trustee the establishment of such Fund or Account is not to the material prejudice of the Trustee or the Bondholders.

SECTION 6.03 Deposit of Net Proceeds of Series 2016 Bonds.

(1) The Trustee shall deposit the proceeds (net of any Original Purchaser's discount and original issue discount, if any) from the sale of the Series 2016 Bonds in the manner provided in Section 2.02 hereof.

(2) The Trustee shall deposit the proceeds of any Refunding Series 2016 Bonds in the manner provided in the Supplemental Indenture authorizing the issuance thereof.

SECTION 6.04 Deposit of Revenues and Other Receipts.

Upon receipt of any Revenues or other receipts (except the proceeds of the Series 2016 Bonds and moneys received upon sale or prepayment prior to maturity of the Series 2016 Note), the Trustee shall deposit such amounts into the General Account.

SECTION 6.05 Operation of General Account in the General Fund.

The Trustee shall deposit in the General Account of the General Fund all monies and funds required to be deposited therein pursuant to the provisions of this Article VI. The Trustee shall invest such funds in the General Account in accordance with Article VIII hereof and shall make the following payments from the General Account on the specified dates and, if there are not sufficient funds to make all the payments required, with the following order of priority:

(a) On or before three (3) Business Days next preceding each Interest Payment Date, to the Trustee such amount as shall be necessary to pay the principal and interest coming due on the Series 2016 Bonds on such Interest Payment Date;

(b) As soon as funds become available, to the Debt Service Reserve Fund sufficient amounts to assure that there is on deposit therein the Debt Service Reserve Requirement;

(c) At such times as shall be necessary, to pay Program Expenses; and

(d) After making such deposits in subsections (a) through (c) above, the Trustee shall make a determination of the amounts reasonably expected to be received in the form of Series 2016 Note Payments in the succeeding twelve (12) months and shall transfer to the Special Reserve Fund all monies in the General Account, which, together

with such expected receipts for the succeeding twelve (12) months, are in excess of the amounts needed to pay principal and interest on the Series 2016 Bonds within the immediately succeeding twelve (12) month period; provided, however, any excess under this Subsection (d) shall be transferred to the City at the request of the City with the prior written consent of the Bank.

SECTION 6.06 Reserved.

SECTION 6.07 Operation of the Redemption Account of the General Fund.

The Trustee shall deposit in the Redemption Account of the General Fund all moneys received upon the sale or prepayment prior to maturity of the Series 2016 Note and all other moneys required to be deposited therein pursuant to the provisions of Article VI hereof, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Redemption Account to redeem Series 2016 Bonds. Such redemption shall be made pursuant to a redemption under the provisions of Article IV hereof. The Trustee shall pay the interest accrued on the Series 2016 Bonds so redeemed to the date of redemption from the General Account and the Redemption Price from the Redemption Account.

SECTION 6.08 Operation of the Loan Account of the General Fund.

The Trustee shall deposit in the Loan Account of the General Fund all moneys required to be deposited therein pursuant to the provisions of Section 2.02 and Article VI hereof, shall invest such funds pursuant to Article VIII hereof, and shall disburse the funds held in the Loan Account to provide a loan to the City under the terms and provisions of the Loan Agreement said loan being secured by the Series 2016 Note all in accordance with the procedures established by the Bank as set forth in Article VII hereof upon the submission of requisitions of the Bank signed by an Authorized Officer stating that all requirements with respect to such loan set forth in the Indenture have been or will be complied with. Any amounts remaining in the Loan Account three (3) years after the date of delivery of the Series 2016 Bonds shall be transferred to the Redemption Account.

SECTION 6.09 Operation of Debt Service Reserve Fund.

The Trustee shall deposit in the Debt Service Reserve Fund all moneys required to be deposited therein pursuant to Section 2.02 and Article VI hereof, shall invest such funds pursuant to Article VIII hereof, and, except as provided in this Section 6.09, shall disburse the funds held in the Debt Service Reserve Fund solely to the General Account for the payment of interest on and principal of the Series 2016 Bonds, and only in the event that moneys in the General Account are insufficient to pay principal of and interest on the Series 2016 Bonds after making all the transfers thereto required to be made under Section 6.07 (from the Redemption Account of the General Fund) and Section 6.10 (from the Special Reserve Fund) have been made. As of any Interest Payment Date, the Trustee shall value the investments in the Debt Service Reserve Fund at fair market value. If there is any deficiency in the Debt Service Reserve Fund as of any Interest Payment Date (after taking into account any debt service payment made on such Interest Payment Date), the Trustee shall provide written notice within five (5) Business Days to the City and City shall replenish the Debt Service Reserve Fund within sixty (60) days after the

applicable Interest Payment Date as provided in the Loan Agreement. Pursuant to Section 10.01(i) hereof, failure to restore any deficiency in the Debt Service Reserve Fund to the Debt Service Reserve Requirement within 360 days after the end of the Fiscal Year during which a deficiency occurs is an Event of Default. Following each Interest Payment Date, the Trustee shall determine if any amounts in the Debt Service Reserve Fund are in excess of the Debt Service Reserve Requirement and shall transfer said excess amount to the General Account of the General Fund; provided, however, such amounts in excess of the Debt Service Reserve Requirement shall be paid to the City at the request of the City with the prior written approval of the Bank.

The City may, at any time, provide the Trustee with a Reserve Fund Credit Facility to be substituted for all or a portion of the amount of money and investments in the Debt Service Reserve Fund equal to the amount available for drawing under such Reserve Fund Credit Facility; provided that such right of substitution shall be subject to the following conditions:

(a) The Trustee shall receive a certificate of the City to the effect that such substitution is in the best economic interests of the City stating the reasons therefor and stating how the amounts on deposit in the Debt Service Reserve Fund are to be applied; and

(b) The Trustee shall receive an opinion of counsel acceptable to the Trustee, in form and substance satisfactory to the Trustee, addressed to the Trustee, the Bank and the City as to the due authorization, execution, delivery and enforceability of the Reserve Fund Credit Facility in accordance with its terms, subject to applicable laws affecting creditors' rights generally, and, in the event the issuer of the Reserve Fund Credit Facility is not a domestic entity, an opinion of foreign counsel acceptable to the Trustee to the same effect in form and substance satisfactory to the Trustee; and

(c) The Trustee, the Bank and the City shall receive an opinion of nationally recognized bond counsel, in form and substance satisfactory to each of them, to the effect that substitution of such Reserve Fund Credit Facility and the proposed application to the amounts in the Debt Service Reserve Fund will not cause the interest on the Series 2016 Bonds to become includable in gross income for federal income taxation purposes; and

(d) The obligation of the Bank to reimburse the issuer of the Reserve Fund Credit Facility for any fees or expenses or claims or drawings under such Reserve Fund Credit Facility shall be subordinate to the payment of debt service on the Series 2016 Bonds under this Indenture; and

(e) The Reserve Fund Credit Facility must provide for a revolving feature under which the amount available for drawing thereunder will be reinstated to the extent of any reimbursement of drawings or claims paid; and

(f) The value of the assets (including the amount available for drawing under the Reserve Fund Credit Facility) held in the Debt Service Reserve Fund must equal the Debt Service Reserve Requirement for the Series 2016 Bonds immediately upon such substitution; and

(g) The approval of Bond Insurer.

If there shall be an insufficiency of funds in the General Account of the General Fund to make any required payment of principal of or interest on the Series 2016 Bonds and the Trustee is holding a Reserve Fund Credit Facility in lieu of funds in the Debt Service Reserve Fund, the Trustee shall make a drawing under the Reserve Fund Credit Facility in an amount equal to the lesser of (i) the amount then available for drawing under the Reserve Fund Credit Facility, or (ii) the amount necessary to make up the insufficiency described above, which drawing shall be made in time to prevent the occurrence of an Event of Default under this Indenture; and the proceeds of such drawing shall be deposited into the Debt Service Reserve Fund for application as provided in this Indenture; provided, however, if the Debt Service Reserve Fund contains both a Reserve Fund Credit Facility and cash, the cash shall be drawn down completely before any demand is made on the Reserve Fund Credit Facility.

On the fifth (5th) Business Day prior to the expiration of any Reserve Fund Credit Facility (other than an insurance policy extending to the maturity date of the Bonds), the Trustee shall make a drawing of the full amount available thereunder, and shall deposit the proceeds of such drawing into the Debt Service Reserve Fund; provided, however, that the Trustee shall not make a drawing if, not later than the fifth (5th) Business Day prior to the expiration of such Reserve Fund Credit Facility, a substitute Reserve Fund Credit Facility or money and/or Investment Securities equal to the Debt Service Reserve Requirement for the Debt Service Reserve Fund have been delivered to the Trustee for deposit in the Debt Service Reserve Fund.

If the Trustee receives notice that (1) the revolving reinstatement feature described above has been suspended or terminated, (2) the issuer of the Reserve Fund Credit Facility has defaulted in its payment obligations thereunder, or (3) the Reserve Fund Credit Facility will not be extended or renewed, the Trustee shall immediately notify the City in writing, of the occurrence of such event and shall request that the City make or cause to be made the payments required to replenish the Debt Service Reserve Fund pursuant to this Indenture and the Loan Agreement, which payments may be made from the proceeds of a drawing under the Reserve Fund Credit Facility.

SECTION 6.10 Operation of Special Reserve Fund.

The Trustee shall deposit in the Special Reserve Fund all moneys required to be deposited therein pursuant to Article VI hereof and such other moneys as directed by the Bank, shall invest such funds pursuant to Article VIII hereof, and shall disburse the funds held in the Special Reserve Fund as follows in the following order of priority:

(a) On the second (2^{nd}) Business Day next preceding each Interest Payment Date, to the General Account of the General Fund an amount sufficient to make the payments of principal and interest required to be made on such date after taking into account available funds on deposit in the General Account; and

(b) As soon as funds become available, to the Debt Service Reserve Fund sufficient amounts to assure that there is on deposit therein the Debt Service Reserve Requirement.

SECTION 6.11 Operation of Bond Issuance Expense Account of the General Fund.

The Trustee shall deposit in the Bond Issuance Expense Account of the General Fund the moneys required to be deposited therein pursuant to Section 2.02 of this Indenture, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Bond Issuance Expense Account as follows:

(a) Upon receipt of acceptable invoices, to pay the Costs of Issuance of the Series 2016 Bonds or to reimburse the Bank for amounts previously advanced for such costs; and

(b) On the date which is sixty (60) days after the date of issuance of the Series 2016 Bonds, any funds remaining in the Bond Issuance Expense Account shall be transferred to the General Account of the General Fund.

SECTION 6.12 [RESERVED].

SECTION 6.13 Moneys to be Held in Trust.

All moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account established under any provision of this Indenture shall be held by the Trustee in trust and applied in accordance with the provisions of this Indenture, and except for moneys deposited with or paid to the Trustee for the redemption of Series 2016 Bonds, notice of the redemption of which has been duly given, and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the security interest created hereby and shall not be subject to any lien or attachment by any creditor of the Bank.

SECTION 6.14 Amounts Remaining in Funds or Accounts.

Any amounts remaining in any Fund or Account of the Series 2016 Bonds after full payment of the Series 2016 Bonds and the fees, charges and expenses of the Trustee (and all other amounts due and owing hereunder) shall be distributed to the City, except as provided in Section 3.08 hereof.

SECTION 6.15 Certain Verifications.

The Bank and/or the Trustee from time to time may cause a firm of independent certified public accountants of national standing or other nationally recognized experts to supply the Bank and the Trustee with such information as the Bank or the Trustee may request in order to determine in a manner reasonably satisfactory to the Bank and the Trustee all matters relating to the sufficiency of projected cash flow receipts and disbursements with respect to the Funds and Accounts to pay the principal of and interest on the Series 2016 Bonds and Program Expenses. The Bank and/or the Trustee from time to time may also obtain an Opinion of Bond Counsel concerning post-issuance compliance with any federal legislation applicable to the Series 2016 Bonds. The fees of such independent certified public accountants and Bond Counsel shall constitute reimbursable Program Expenses.

ARTICLE VII

LOAN SECURED BY SERIES 2016 NOTE

SECTION 7.01 Terms and Conditions of Loan.

The loan of funds to the City under the terms and provisions of the Loan Agreement secured by the Series 2016 Note shall be according to the terms and conditions of, and upon submission of the documents required by, this Article VII.

SECTION 7.02 Loan.

The Trustee shall provide the funds for the Loan to the City upon receipt by the Trustee of:

(a) a written direction of the Bank signed by an Authorized Officer stating to whom the proceeds of the Loan are to be paid;

(b) a certificate signed by an officer of the Bank, certifying that the City, pursuant to the Loan Agreement, has executed and delivered the Series 2016 Note to the Bank and is obligated to make the Series 2016 Note Payments and to pay all fees and charges required to be paid to the Bank under the Loan Agreement, and that to the knowledge of such officer, such City is not in default under the payment terms or other material terms or provisions of any other obligations of that City;

(c) a certified transcript of proceedings authorizing the issuance, execution and delivery of the Series 2016 Note, which transcript shall contain the certifications required by the Act and such other certifications and representations which are reasonable and appropriate as determined by the Bank or Trustee;

(d) an Opinion of Bond Counsel in form satisfactory to the Bank stating that the Series 2016 Note and Loan Agreement constitute valid and binding obligations enforceable in accordance with their terms, subject to such enforcement limitations customarily contained in such opinions;

(e) executed Series 2016 Note, registered as to both principal and interest to the Bank and delivered in accordance with the Act;

(f) an opinion of counsel of the City in form satisfactory to the Bank stating that such City is a Local Governmental Unit within the meaning of the Act;

(g) an executed Loan Agreement from the City;

(h) [RESERVED];

(i) [RESERVED]; and

(j) an amortization schedule for debt service on the Series 2016 Bonds.

Upon receipt of all the documents as listed above, the Trustee shall pay the proceeds of the Loan directly to the City as specified in the directions received pursuant to subparagraph (a) above.

SECTION 7.03 Retention and Inspection of Documents.

All requisitions, certificates, transcripts, Opinions of Bond Counsel, Loan Agreement and the Series 2016 Note received by the Trustee, as required in this Article as conditions of payment may be relied upon by and shall be retained in the possession of the Trustee, subject at all times during normal business hours to the inspection of the Bank and, after written request received by the Trustee at least five (5) Business Days prior to the date of inspection, by any owner of at least five percent (5%) in principal amount of Outstanding Series 2016 Bonds. Any costs and expenses associated with such request shall be paid by the requesting Bondholder.

SECTION 7.04 Report.

The Bank may require a report to be made by an officer or employee of the Trustee on behalf of the Trustee within sixty (60) days after the delivery of the Series 2016 Bonds covering all receipts and all disbursements made pursuant to the provisions of this Article VII in respect of the proceeds of the Series 2016 Bonds deposited in the Loan Account. If requested, said report shall be supplemented at least once every sixty (60) days by the Trustee until all of the net proceeds of the Series 2016 Bonds deposited in the Loan Account shall have been expended. Each such report shall be mailed by the Trustee to the Bank.

ARTICLE VIII

INVESTMENT OF MONEYS

SECTION 8.01 General Provisions.

(1) Any moneys held as part of any Fund or Account created under or pursuant to Article VI hereof shall be invested or reinvested by the Trustee as continuously as reasonably possible in such Investment Securities, as may be directed by the Bank (such direction to be confirmed in writing). All such investments shall at all times be a part of the Fund or Account in which the moneys used to acquire such investments had been deposited and, except as provided in Article VI, all income and profits on such investments, shall be deposited as received in the General Account of the General Fund. The Trustee may make any and all such investments through its investment department or through the investment department of any financial institution which is an affiliate of the Trustee and may trade with itself or any of its affiliates in doing so. Moneys in separate Funds and Accounts for the Series 2016 Bonds may be commingled for the purpose of investment or deposit. The Trustee and the Bank agree that all investments under the Indenture, and all instructions of the Bank to the Trustee with respect thereto shall be made in accordance with prudent investment standards reasonably expected to produce the greatest investment yields while seeking to preserve principal without causing any of the Series 2016 Bonds to be arbitrage Series 2016 Bonds as defined in Section 148 of the Code. Any investment losses shall be charged to the Fund or Account in which moneys used to purchase such investment had been deposited. For so long as the Trustee is in compliance with

the provisions of this Section 8.01, the Trustee shall not be liable for any investment losses. Moneys in any Fund or Account shall be invested in Investment Securities with a maturity date, or a redemption date determined by the owner of the Investment Securities at said owner's option, which shall coincide as nearly as practicable with times at which moneys in such Funds or Accounts will be required for the purposes thereof, except that the moneys, if any, on deposit in the Debt Service Reserve Fund shall be invested in Investment Securities having an average aggregate weighted term to maturity not greater than five (5) years. The Trustee shall sell and reduce to cash a sufficient amount of such investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amounts contemplated to be paid therefrom at the time those amounts are to be paid. All investment income from the assets held in any Fund or Account, will be added to the General Account of the General Fund; provided, however, that the investment income, if any, from assets held under the Debt Service Reserve Fund shall be retained in such Debt Service Reserve Fund to the extent of any deficiency in the Debt Service Reserve Requirement.

(2) The Bank (a) certifies to the owners of the Outstanding Series 2016 Bonds that moneys on deposit in any Fund or Account in connection with the Series 2016 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2016 Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Series 2016 Bonds to lose the exclusion from gross income for federal income tax purposes, and (b) covenants with the owners of the Outstanding Series 2016 Bonds that, so long as any of the Series 2016 Bonds remain Outstanding, moneys on deposit in any Fund or Account established in connection with the Series 2016 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2016 Bonds or from any other source, will not be used in any manner which will cause the interest on the Series 2016 Bonds to become subject to federal income taxation.

SECTION 8.02 Arbitrage Restrictions; Series 2016 Bonds to Remain Tax Exempt.

(1) The Bank shall provide the Trustee with a memorandum of compliance for the investments on the Funds and Accounts which shall govern the investment of the Funds and Accounts and the application of Section 6.12 hereof.

(2) Without limiting subsection (2) of Section 8.01 hereof, the Bank further covenants and agrees that it will not take any action or fail to take any action with respect to the investment of the proceeds of any Series 2016 Bonds, or with respect to the investment or application of any payments under the Series 2016 Note or any other agreement or instrument entered into in connection therewith or with the issuance of the Series 2016 Bonds.

ARTICLE IX

DISCHARGE OF INDENTURE

Except as provided in this Article IX, if payment or provision for payment is made to the Trustee of the principal of and interest due and to become due on the Series 2016 Bonds at the times and in the manner stipulated therein, and there is paid or caused to be paid to the Trustee

all sums of money due and to become due according to the provisions hereof, and all other amounts due hereunder have been paid in full, then these presents and the Trust Estate and rights hereby granted shall cease, terminate and be void, whereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Bank such instruments in writing as shall be requisite to cancel and discharge the lien hereof, and release, assign and deliver unto the Bank any and all estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee hereby or otherwise subject to the lien of this Indenture, except moneys or securities held by the Trustee for the payment of the principal of and interest on the Series 2016 Bonds.

Any Bond shall be deemed to be paid within the meaning of this Indenture when (a) payment of the principal of such Bond and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture or otherwise), either (i) shall have been made or caused to have been made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and exclusively for such payment, (A) moneys sufficient to make such payment or (B) Governmental Obligations maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient moneys to make such payment, or (C) a combination of such moneys and Governmental Obligations, and (b) all necessary and proper fees and expenses of the Trustee pertaining to the Series 2016 Bonds, with respect to which such deposit is made, shall have been paid or deposited with the Trustee.

Notwithstanding the foregoing, in the case of Series 2016 Bonds which by their terms may be redeemed prior to their stated maturity, no deposit under the immediately preceding paragraph shall be deemed a payment of such Series 2016 Bonds as aforesaid until the Bank shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

(a) stating the date when the principal of each such Bond is to be paid, whether at maturity or on a redemption date (which shall be any redemption date permitted by this Indenture);

(b) to call for redemption pursuant to this Indenture any Series 2016 Bonds to be redeemed prior to maturity pursuant to (a) hereof; and

(c) to mail, as soon as practicable, in the manner prescribed by Article IV hereof, a notice to the owners of such Series 2016 Bonds that the deposit required by (a) of the preceding paragraph has been made with the Trustee and that said Series 2016 Bonds are deemed to have been paid in accordance with this Article and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of or redemption price, if applicable, on said Series 2016 Bonds as specified in subparagraph (a) of this paragraph; provided, however, such notice can be given in advance of such deposit if such funds represent sufficient funds in the form of cash for the payment of principal of, premium, if any, and interest on the Series 2016 Bonds to be paid prior to their due date by reason of maturity or upon redemption within ninety (90) days of the delivery date of the Series 2016 Bonds.

Any moneys so deposited with the Trustee as provided in this Article may at the direction of the Bank also be invested and reinvested in Governmental Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the Trustee pursuant to this Article which is not required for the payment of the Series 2016 Bonds and interest thereon with respect to which such moneys shall have been so deposited, shall be deposited in the General Account, as and when collected for use and application as are other moneys deposited in such Account.

No such deposit under this Article shall be made or accepted hereunder and no use made of any such deposit unless the Trustee shall have received an Opinion of Bond Counsel to the effect that such deposit and use would not cause any of the Series 2016 Bonds to be treated as arbitrage Series 2016 Bonds within the meaning of Section 148 of the Code. Moreover, no such deposit shall be deemed a payment of such Series 2016 Bonds unless the Trustee shall have received a verification from an accountant or firm of accountants appointed by the Bank and acceptable to the Trustee verifying the sufficiency of the deposit to pay the principal of, premium, if any, and interest on the Series 2016 Bonds to the due date, whether such due date be by reason of maturity or upon redemption; provided, however, such verification from an accountant or firm of accountants appointed by the Bank and acceptable to the Trustee, will not be required if the deposit made with the Trustee represents sufficient funds in the form of cash for the payment of principal of, premium, if any, and interest on the Series 2016 Bonds to be paid prior to their due date by reason of maturity or upon redemption within ninety (90) days of the delivery date of the Series 2016 Bonds. If requested by the Trustee, the Bank will provide proof in a form acceptable to the Trustee of the sufficiency of the cash funds deposited as stated in the preceding sentence.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Article, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Series 2016 Bonds shall be applied to and used solely for the payment of the particular Series 2016 Bonds (including interest thereon) with respect to which such moneys or obligations have been so set aside in trust.

Upon the deposit with the Trustee, in trust, at or before maturity, of money or Governmental Obligations in the necessary amount to pay or redeem all Outstanding Series 2016 Bonds as aforesaid (whether upon or prior to their stated maturity or the redemption date of such Series 2016 Bonds), provided that if such Series 2016 Bonds are to be redeemed prior to the stated maturity thereof, notice of such redemption shall have been given as hereinabove provided, or provisions satisfactory to the Trustee shall have been made for the giving of such notice, and compliance with the other payment requirements hereof, this Indenture may be discharged in accordance with the provisions hereof but the limited liability of the Bank in respect of such Series 2016 Bonds shall continue provided that the owners thereof shall thereafter be entitled to payment only out of the moneys or Governmental Obligations deposited with the Trustee as aforesaid.

ARTICLE X

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

SECTION 10.01 Defaults; Events of Default.

If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Default in the due and punctual payment of any interest on any Bond; or

(b) Default in the due and punctual payment of the principal or redemption premium, if any, of any Bond whether at the stated maturity thereof or on any date fixed for redemption; or

(c) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Bank contained in this Indenture or in the Series 2016 Bonds and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or

(d) Any warranty, representation or other statement by or on behalf of the Bank contained in this Indenture or in any instrument furnished in compliance with or in reference to this Indenture is false or misleading, when made, in any material respect, and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or

(e) A petition is filed against the Bank under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect and is not dismissed within sixty (60) days after such filing; or

(f) The Bank files a petition in voluntary bankruptcy or seeking relief under any provisions of any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(g) The Bank is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a liquidator or trustee of the Bank or any of its property is appointed by court order or takes possession of such property and such order remains in effect or such possession continues for more than sixty (60) days; or

(h) Default in the due and punctual payment of any interest or principal on the Series 2016 Note; or

(i) The Bank fails to restore Debt Service Reserve Fund to an amount equal to the Debt Service Reserve Requirement within three hundred sixty (360) days after the end of the Fiscal Year of the Bank during which a deficiency occurs; or

(j) The Bank for any reason shall be rendered incapable of fulfilling its obligations under this Indenture; or

(k) There is an event of default under the Loan Agreement.

SECTION 10.02 Remedies: Rights of Bondholders.

Upon the occurrence of an Event of Default, the Trustee shall notify the owners of all Series 2016 Bonds then Outstanding of such Event of Default by registered or certified mail, and will have the following rights and remedies:

(a) The Trustee may pursue any available remedy at law or in equity or by statute to enforce the payment of the principal of and interest on the Series 2016 Bonds then Outstanding, including enforcement of any rights of the Bank or the Trustee under the Series 2016 Note or Loan Agreement.

(b) The Trustee may by action or suit in equity require the Bank to account as if it were the trustee of an express trust for the holders of the Series 2016 Bonds and may take such action with respect to the Series 2016 Note and the Loan Agreement as the Trustee deems necessary or appropriate and in the best interest of the Bondholders, subject to the terms of the Series 2016 Note and Loan Agreement.

(c) Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under this Indenture, the Trustee will be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

(d) The Trustee may declare the principal of and accrued interest on all Series 2016 Bonds to be due and payable immediately in accordance with this Indenture and the Act, by notice to the Bank and the Attorney General of the State.

Upon the occurrence of an Event of Default, if requested so to do by the holders of twenty-five percent (25%) or more in aggregate principal amount of all Series 2016 Bonds then Outstanding and if indemnified as provided in Section 11.01(k) hereof, the Trustee shall be obligated to exercise such one or more of the rights, remedies and powers conferred by this Section as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.

No right or remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given to Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute. The assertion or employment of any right or remedy shall not prevent the concurrent or subsequent assertion or employment of any other right or remedy.

No delay or omission to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

SECTION 10.03 Rights of Bondholders to Direct Proceedings.

Anything in this Indenture to the contrary notwithstanding, but subject to Section 15.01 hereof, the owners of a majority in aggregate principal amount of Series 2016 Bonds then Outstanding shall have the right, at any time during the continuance of an Event of Default, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

SECTION 10.04 Appointment of Receivers.

Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings with such powers as the court making such appointment shall confer.

SECTION 10.05 Application of Moneys.

All moneys received by the Trustee pursuant to any right or remedy given or action taken under the provisions of this Article (including moneys received by virtue of action taken under provisions of the Series 2016 Note or Loan Agreement) shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by Trustee and any other moneys owed to Trustee hereunder, be deposited in the General Account of the General Fund and all moneys in such Account shall be applied as follows:

(a) Unless the principal of all the Series 2016 Bonds shall have become due and payable, all such moneys shall be applied for each applicable series of Series 2016 Bonds:

FIRST - To the payment to the persons entitled thereto of all installments of interest then due on the Series 2016 Bonds, including interest on any past due principal of any Bond at the rate borne by such Bond, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to such payment ratably,

according to the amounts due on such installments, to the persons entitled thereto, without any discrimination or privilege; and

SECOND - To the payment to the persons entitled thereto of the unpaid principal of any of the Series 2016 Bonds which shall have become due either at maturity or pursuant to a call for redemption (other than Series 2016 Bonds called for redemption for the payment of which other moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full the principal of Series 2016 Bonds due on any particular date, together with such interest, then to such payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

THIRD - To be held for the payment to the persons entitled thereto as the same shall become due of the principal of and interest on the Series 2016 Bonds which may then become due either at maturity or upon call for redemption prior to maturity and, if the amount available shall not be sufficient to pay in full the principal of and interest on Series 2016 Bonds due on any particular date, such payment shall be made ratably according to the amount of principal and interest due on such date to the persons entitled thereto without any discrimination or privilege; and

FOURTH – To the payment of amounts due to the Bond Insurer not paid.

(b) If the principal of all the Series 2016 Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Series 2016 Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment of principal to the owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all principal of and interest on all Series 2016 Bonds have been paid under the provisions of this Section and all expenses and charges of the Trustee have been paid and all other amounts due hereunder and under the Loan Agreement and the Series 2016 Note have been

paid in full, any balance remaining in the General Account of the General Fund shall be paid as provided in Article VI hereof.

SECTION 10.06 Remedies Vested in the Trustee.

All rights of action (including the right to file proof of claims) under this Indenture or under any of the Series 2016 Bonds may be enforced by the Trustee without the possession of any of the Series 2016 Bonds or the production thereof in any trial or other proceeding related thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Series 2016 Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the owners of all the Outstanding Series 2016 Bonds.

SECTION 10.07 Rights and Remedies of Bondholders.

No owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless (a) a Default has occurred, (b) such Default shall have become an Event of Default and the owners of not less than twenty-five percent (25%) in aggregate principal amount of Series 2016 Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the remedies hereinbefore granted or to institute such action, suit or proceeding in its own name, (c) such owners of Series 2016 Bonds have offered to the Trustee indemnity as provided in Section 11.01(k) hereof, and (d) the Trustee has refused, or for sixty (60) days after receipt of such request and offer of indemnification, has failed to exercise the remedies hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such request and offer of indemnity are hereby declared in every case at the option of Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more owners of the Series 2016 Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his, her or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the owners of all Series 2016 Bonds then Outstanding. However, nothing contained in this Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of and interest on any Bond at and after the maturity thereof, or the limited obligation of the Bank to pay the principal of and interest on each of the Series 2016 Bonds issued hereunder to the respective owners thereof at the time and place, from the source and in the manner expressed in the Series 2016 Bonds.

SECTION 10.08 Termination of Proceedings.

In case the Trustee or any owner of any Series 2016 Bonds shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Bank, the Trustee and the Bondholders

shall be restored to their former positions and rights hereunder, respectively, and with regard to the property herein subject to this Indenture, and all rights, remedies and powers of the Trustee and the owners of Series 2016 Bonds shall continue as if no such proceedings had been taken.

SECTION 10.09 Waivers of Events of Default.

The Trustee may at its discretion (with the prior written consent of the Bond Insurer) waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the owners of (a) more than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of all the Series 2016 Bonds then Outstanding in respect of which an Event of Default in the payment of principal or interest exists, or (b) more than fifty percent (50%) in aggregate principal amount of all Series 2016 Bonds then Outstanding in the case of any other Event of Default; provided, however, that there shall not be waived (x) any Event of Default in the payment of the principal of any Outstanding Bond at the date of maturity specified therein, or (y) any Event of Default in the payment when due of the interest on any Outstanding Bond unless prior to such waiver all of the interest or all of the payments of principal when due, as the case may be, with interest on overdue principal at the rate borne by such Bond, and all expenses of the Trustee in connection with such Event of Default shall have been paid or provided for, or (z) any Event of Default for nonpayment of Program Expenses; and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Bank, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any rights consequent thereon.

SECTION 10.10 Notice of Defaults under Section 10.01(d) or (e); Opportunity of the Bank to Cure Such Defaults.

Anything herein to the contrary notwithstanding, no Default under Section 10.01(d) or (e) hereof shall constitute an Event of Default until actual notice of such Default by registered or certified mail shall be given to the Bank by the Trustee or the owners of not less than twenty-five percent (25%) in aggregate principal amount of all Series 2016 Bonds then Outstanding and the Bank shall have had sixty (60) days after receipt of such notice to correct the Default or cause the Default to be corrected, and shall not have corrected the Default or caused the Default to be corrected within the applicable period; provided, however, if the Default be such that it is correctable but cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Bank within the applicable period and diligently pursued until the Default is corrected. If a Default is cured under this Section 10.10, then it will not constitute an Event of Default.

With regard to any alleged Default for which notice is given to the Bank under the provisions of this Section, the Bank hereby grants to the Trustee full authority for the account of the Bank to perform any covenant or obligation, the failure of performance of which is alleged in said notice to constitute an Event of Default, in the name and stead of the Bank with full power to do any and all things and acts to the same extent that the Bank could do and perform any such things and acts and with power of substitution.

ARTICLE XI

TRUSTEE

SECTION 11.01 Acceptance of the Trusts.

The Trustee hereby accepts the trusts and duties imposed upon it by this Indenture, and agrees to perform said trusts and duties with the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived), the Trustee shall exercise the rights and powers vested in it by this Indenture in accordance with the standard specified above.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same if appointed in accordance with the standard specified above, and shall be entitled to advice of its counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney or firm of attorneys (who may be the attorney or firm of attorneys for the Bank), approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(c) The Trustee shall not be responsible for any recital herein or in the Series 2016 Bonds, other than the Certificate of Authentication required by Section 3.04 hereof, or for the validity of the execution by the Bank of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Series 2016 Bonds issued hereunder or intended to be secured hereby.

(d) The Trustee shall not be accountable for the use of any Series 2016 Bonds authenticated or delivered hereunder. The Trustee may become the owner of Series 2016 Bonds secured hereby with the same rights which it would have if not the Trustee, and Series 2016 Bonds owned by the Trustee shall be deemed Outstanding unless canceled pursuant to the provisions hereof.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed to be genuine and correct and to have been signed or sent by the proper person or persons. The Trustee shall not withhold unreasonably its consent, approval or action to any reasonable request of the Bank. Any action taken by the Trustee pursuant to this

Indenture upon the request of the Bank or consent of any person who at the time of making such request or giving such consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Series 2016 Bonds issued in exchange therefor or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled in good faith to rely upon a certificate signed by an Authorized Officer as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has become aware shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of an Authorized Officer of the Bank under its seal to the effect that a resolution in the form therein set forth has been adopted by the Bank as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and it shall not be answerable for other than its negligence or willful default.

(h) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect any and all of the books, papers and records of the Bank pertaining to the Revenues and receipts pledged to the payment of the Series 2016 Bonds, and to take such memoranda from and in regard thereto as may be desired.

(i) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(j) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Series 2016 Bonds, the withdrawal of any cash, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, deemed desirable by the Trustee for the purpose of establishing the right of the Bank to the authentication of any Series 2016 Bonds, the withdrawal of any cash or the taking of any other action by the Trustee.

(k) Before taking any action referred to in Section 10.02, 10.03 or 10.07 hereof, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful default, by reason of any action so taken.

(l) All moneys received by the Trustee shall, until used, applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. The Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(m) The Trustee for all purposes of this Indenture shall be deemed to be aware of any Event of Default in the payment of principal of or interest on any of the Series 2016 Bonds.

SECTION 11.02 Fees, Charges and Expenses of the Trustee.

The Trustee shall be entitled to prompt payment and reimbursement upon demand for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as paying agent and registrar for the Series 2016 Bonds but only as hereinabove provided. Upon any Event of Default, but only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of principal of or interest on any Bond upon the Trust Estate for the foregoing fees, charges and expenses incurred by it, respectively.

SECTION 11.03 Intervention by the Trustee.

In any judicial proceeding to which the Bank is a party and which in the opinion of the Trustee and its Counsel has a substantial bearing on the interests of the owners of the Series 2016 Bonds, the Trustee may intervene on behalf of the Bondholders, and shall do so if requested in writing by the owners of at least twenty-five percent (25%) of the aggregate principal amount of Series 2016 Bonds then Outstanding upon receiving indemnification satisfactory to the Trustee.

SECTION 11.04 Successor Trustee.

Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party ("Reorganization"), ipso facto shall be and become successor Trustee hereunder, if legally qualified to serve as such, and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided that within sixty (60) days of the effective date of such Reorganization, the Bank may object to such corporation or association becoming successor Trustee by filing written notice of such objection with the Trustee and by mailing such notice to each Bondholder whereupon a successor or temporary Trustee shall be appointed in accordance with Section 11.07 hereof.

SECTION 11.05 Resignation by the Trustee.

The Trustee and any successor Trustee may at any time resign from the trusts hereby by giving sixty (60) days' written notice by registered or certified mail to the Bank and the owner of each Bond as shown by the list of Bondholders required by this Indenture to be kept at the office of the Trustee, and such resignation shall take effect upon the appointment of a successor Trustee in accordance with Section 11.07 and acceptance of such appointment by the successor Trustee.

SECTION 11.06 Removal of the Trustee.

The Trustee may be removed at any time with or without cause by an instrument or concurrent instruments in writing delivered to the Trustee and to the Bank and signed by the owners of a majority in aggregate principal amount of all Series 2016 Bonds then Outstanding or their attorneys-in-fact duly authorized. Notice of the removal of the Trustee shall be given in the same manner as provided in Section 11.05 hereof with respect to the resignation of the Trustee. So long as no Event of Default or an event which, with the passage of time would become an Event of Default, shall have occurred and be continuing, the Trustee may be removed at any time for cause by resolution or other official action taken by the Bank with such action to be filed with the Trustee.

SECTION 11.07 Appointment of Successor Trustee by the Bondholders; Temporary Trustee.

In case the Trustee shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of all Series 2016 Bonds then Outstanding by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact duly authorized, a copy of which shall be delivered personally or sent by registered mail to the Bank. Nevertheless, in case of such vacancy the Bank by resolution may appoint a temporary Trustee to fill such vacancy. Within ninety (90) days after such appointment, the Bondholders may appoint a successor Trustee; and any such temporary Trustee so appointed by the Bank shall become the successor Trustee if no appointment is made by the Bondholders within such period, but in the event an appointment is made by the Bondholders, the temporary Trustee shall immediately and without further act be superseded by any Trustee so appointed by such Bondholders. Notice of the appointment of a temporary or successor Trustee shall be given in the same manner as provided by Section 11.05 hereof with respect to the resignation of a Trustee. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing located in or incorporated under the laws of the State duly authorized to exercise trust powers and be subject to examination by federal or State authority, having a reported capital and surplus of not less than $75,000,000, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

SECTION 11.08 Concerning Any Successor Trustee.

Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its or his predecessor and also to the Bank an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of the Bank, after the payment of all fees, charges and expenses which may be due and owing to such predecessor pursuant to the provisions of Section 11.02 hereof, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities, moneys and other property or documents held by it as Trustee hereunder to its or his successor hereunder. Should any instrument in writing from the Bank be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Bank. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed or recorded by the successor Trustee in each recording office where this Indenture shall have been filed or recorded. Notwithstanding any other provision of this Indenture, no removal, resignation or termination of the Trustee (or paying agent, if any) shall take effect until a successor shall be appointed.

SECTION 11.09 Indemnification.

The Bank, will, to the fullest extent permitted by law, protect, indemnify and save the Trustee and its respective officers, board members, agents, and employees, harmless from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Trustee), taxes, causes of action, suits, claims, demands and judgments of any nature arising from:

(a) violation of any agreement, provision or condition of this Indenture, the Series 2016 Note, the Series 2016 Bonds or the Loan Agreement except a violation by the Trustee;

(b) any statement or information relating to the expenditure of the proceeds of the Series 2016 Note, Series 2016 Bonds contained in the "Tax Certificate" or similar document furnished by the City to the Bank which, at the time made, is misleading, untrue or incorrect in any material respect; and

(c) any untrue statement or alleged untrue statement of a material fact contained in any offering material relating to the sale or remarketing of the Series 2016 Bonds (as from time to time amended or supplemented) or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, or failure to properly register or otherwise qualify the sale of the Series 2016 Bonds or failure to comply with any licensing or other law or regulation which would affect the manner whereby or to whom the Series 2016 Bonds could be sold.

Promptly after receipt by the Trustee of notice of the commencement of any action with respect to which indemnity may be sought against the Bank under this Section, the Trustee will notify the Bank in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the Bank shall assume the defense of such action (including the employment of Counsel or such other person as the case may be, and the payment of expenses). Insofar as such action shall relate to any alleged liability with respect to which indemnity may be sought against the Bank, the Trustee shall have the right to employ separate Counsel in any such action and to participate in the defense thereof, but the fees and expenses of such Counsel shall not be at the expense of the Bank unless the employment of such Counsel has been specifically authorized by the Bank. The Bank shall not be liable to indemnify any person for any settlement of any such action effected without its consent.

The provisions of this Section 11.09 shall survive the payment and discharge of the Series 2016 Note and the Series 2016 Bonds.

SECTION 11.10 Successor Trustee as Trustee of Funds, Paying Agent and Registrar.

In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee of the funds provided hereunder and registrar and paying agent for principal of, premium, if any, and interest on the Series 2016 Bonds, and the successor Trustee shall become such Trustee, registrar and paying agent.

ARTICLE XII

SUPPLEMENTAL INDENTURES

SECTION 12.01 Supplemental Indentures not Requiring Consent of Bondholders.

The Bank and the Trustee may, without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture;

(b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owners of Outstanding Series 2016 Bonds and does not require unanimous consent of the Bondholders pursuant to Section 12.02 hereof;

(c) To subject to this Indenture additional Revenues, properties or collateral;

(d) To modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or

to permit the qualification of the Series 2016 Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if they so determine, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;

(e) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee hereunder or the succession of a new registrar and/or paying agent; and

(f) In connection with issuance of Refunding Series 2016 Bonds.

SECTION 12.02 Supplemental Indentures Requiring Consent of Bondholders.

Exclusive of Supplemental Indentures provided for by Section 12.01 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than a majority in aggregate principal amount of the Series 2016 Bonds then Outstanding which are affected (exclusive of Series 2016 Bonds held by the Bank), shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Bank and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular manner, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section contained shall permit, or be construed as permitting, without the consent of the owners of all then Outstanding Series 2016 Bonds (a) an extension of the maturity of the principal of or the interest or redemption date on any Bond issued hereunder, or (b) a reduction in the principal amount of any Bond or change in the rate of interest or redemption premium, or (c) a privilege or priority of any Bond or Series 2016 Bonds over any other Bond or Series 2016 Bonds, or (d) a reduction in the aggregate principal amount of the Series 2016 Bonds required for consent to such Supplemental Indenture, or (e) the creation of any lien securing any Series 2016 Bonds other than a lien ratably securing all of the Series 2016 Bonds at any time Outstanding hereunder, or (f) any modification of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee without the written consent of the Trustee.

If at any time the Bank shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes set forth in this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be mailed by registered or certified mail to each owner of a Bond at the address shown on the registration records maintained by the Trustee. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Bondholders. If, within sixty (60) days, or such longer period as shall be prescribed by the Bank, following the mailing of such notice, the owners of not less than fifty-one percent (51%) in aggregate principal amount of the Series 2016 Bonds Outstanding at the time of the execution of any such Supplemental Indenture (exclusive of Series 2016 Bonds held by the Bank) shall have consented to and approved the execution of such Supplemental Indenture as provided in Section 15.01 hereof, no owner of any Bond shall have any right to object to any of the terms and

provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Bank from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

ARTICLE XIII

[RESERVED]

ARTICLE XIV

[RESERVED]

ARTICLE XV

MISCELLANEOUS

SECTION 15.01 Consents, etc., of Bondholders.

Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number or concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or writing appointing any such agent and proof of the ownership of Series 2016 Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it or them under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved (i) by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or (ii) by an affidavit of any witness to such execution.

(b) The fact of ownership of Series 2016 Bonds and the amount or amounts, numbers and other identification of Series 2016 Bonds, and the date of holding the same shall be proved by the registration records of the Bank maintained by the Trustee pursuant to Section 3.06 hereof.

SECTION 15.02 Limitation of Rights.

With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Series 2016 Bonds is intended or shall be construed to give to any person or company other than the parties hereto and the owners of the Series 2016 Bonds any legal or suitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants,

conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the owners of the Series 2016 Bonds.

SECTION 15.03 Severability.

If any provision of this Indenture shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 15.04 Notices.

Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the appropriate Notice Address. A duplicate copy of each notice required to be given hereunder by the Trustee or the Bank to the City or the Original Purchaser shall also be given to the other. The Bank or the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 15.05 Trustee as Paying Agent and Registrar

The Trustee is hereby designated and agrees to act as paying agent and registrar for and in respect to the Series 2016 Bonds.

SECTION 15.06 Payments Due on Saturdays, Sundays and Holidays.

In any case where the date of maturity of interest on or principal of the Series 2016 Bonds or the date fixed for redemption of any Series 2016 Bonds shall be a Saturday, Sunday or a legal holiday in the city of payment or a day on which banking institutions are authorized by law to close, then payment of interest or principal may be made on the next Business Day with the same force and effect as if made on the Interest Payment date, the date of maturity or the date fixed for redemption.

SECTION 15.07 Counterparts.

This Indenture 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 15.08 Receipt of Money or Revenues by Trustee.

The Trustee is an authorized agent of the Bank for purposes of receiving money and Revenues on behalf of the Bank.

It is not the intent of this Section 15.08, or any other Section of this Indenture, to create a power of attorney relationship between the Bank and the Trustee.

SECTION 15.09 Applicable Provisions of Law.

This Indenture shall be governed by and construed in accordance with the laws of the State.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Bank has caused this Indenture to be executed on its behalf by its Executive Director and the seal of the Bank to be hereunto affixed and duly attested by its Secretary and the Trustee, to evidence its acceptance of the trusts created hereunder, has caused this Indenture to be executed in its name by its duly authorized officers and its corporate seal to be hereunto affixed and duly attested, all as of the day and year first above written.

MISSISSIPPI DEVELOPMENT BANK

By:_____
Executive Director

(SEAL)

ATTEST:

_____
Secretary

Signature page of Indenture of Trust dated as of _____, 2016, by and between the Mississippi Development Bank and _____ Bank, _____, Mississippi, as Trustee.

_____ BANK
_____, MISSISSIPPI
as Trustee

By: _____
Authorized Signatory

(SEAL)

ATTEST:

_____
Authorized Signatory

Signature page of Indenture of Trust dated as of _____, 2016, by and between the Mississippi Development Bank and _____ Bank, _____, Mississippi, as Trustee.

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said County and State, on this ___ day of _____, 20____, within my jurisdiction, the within named _____ and Cindy S. Carter, who acknowledged that they are the Executive Director and Secretary, respectively, of the Mississippi Development Bank, the Bank named in and which executed the foregoing Indenture of Trust, that the seal affixed to said instrument is the seal of the Bank, and that said instrument was signed, sealed, executed and delivered on behalf of said Bank by authority of its Board of Directors.

_____

NOTARY PUBLIC

My Commission Expires:

_____

[AFFIX NOTARIAL SEAL]

OFFICIAL FORM OF PROPOSAL
$25,000,000
MISSISSIPPI DEVELOPMENT BANK
TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2016
(HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM CONSTRUCTION PROJECT)

_____, 2016

Board of Directors
Mississippi Development Bank
735 Riverside Drive, Suite 300
Jackson, Mississippi 39202

Ladies and Gentlemen:

The undersigned hereby offers to purchase all, but not less than all, of the $25,000,000 aggregate principal amount of the Taxable Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) of the Mississippi Development Bank (the "Bank"), to be dated the date of delivery thereof (the "Series 2016 Bonds") described below.

We offer to purchase the Series 2016 Bonds at a price, not less than par, of Twenty Five Million Dollars ($25,000,000). Payments of interest only at a rate of _____ percent (____%) shall be made on the first and second anniversary date of the Series 2016 Bonds. Equal amortized installment of principal and interest shall be payable to the registered owner of the Series 2016 Bonds each year on the anniversary date of the Series 2016 Bonds, beginning three (3) years from the date of the Series 2016 Bonds and continuing through the twentieth (20th) year after the date of the Series 2016 Bonds. The Series 2016 Bonds shall be payable, both as to principal and interest, in lawful money of the United States of America. The Series 2016 Bonds shall be issuable as fully registered Series 2016 Bonds shall be issuable as fully registered bonds in the denomination of $1.00 or any integral multiple thereof. The Series 2016 Bonds shall be numbered from 1 upward.

Provided, however, that at the option of the Original Purchaser the principal amount of the Series 2016 Bonds may be supplied by multiple advances, as needed by the Series 2016 Bonds. In such event, interest shall begin to accrue on the principal amount of each advance only from the date of each such advance. If the Original Purchaser elects to provide the principal amount of the Series 2016 Bonds in multiple advances, the amount of each advance will be recorded by the Trustee in the place provided therefor on the reverse of the Series 2016 Bonds, in substantially the form hereinafter set forth, along with the date of such advance, and the signature of the Trustee shall be affixed in witness of each such advance in the place provided therefor. In the event that the Original Purchaser does not elect to provide the principal amount of the Series 2016 Bonds in multiple advances, the Series 2016 Bonds will be printed in substantially the form set forth in the Indenture, but any reference to providing the principal amount of the Series 2016 Bonds in multiple advances, including the provisions for registration of such multiple advances, may be deleted from the Series 2016 Bonds.

The Series 2016 Bonds are subject to optional redemption prior to their stated date of maturity in whole or in part, in principal amounts and maturities as selected by the Bank on any date at par, plus accrued interest to the date of redemption thereof.

The proposal approved by the City will be submitted to the Executive Director and Secretary of the Bank for approval and execution before ___:00 o'clock __.m. on _____, 20__, acting for and on behalf of the Bank, pursuant to authority granted by and subject to the terms and provisions of a resolution adopted on January 13, 2016 by the Board of Directors of the Bank (the "Bank Resolution")

BIDDER: _____
BY: _____
TITLE: _____

STATEMENT OF
ACCEPTANCE BY THE BANK

The above proposal is accepted by the Executive Director and Secretary of the Mississippi Development Bank, pursuant to authority granted by the Bank Resolution.

MISSISSIPPI DEVELOPMENT BANK

(SEAL)

BY: _____
Executive Director

ATTESTED:

By: _____
Secretary

SIGNATURE PAGE FOR OFFICIAL FORM OF PROPOSAL $25,000,000 MISSISSIPPI DEVELOPMENT BANK TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2016 (HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM CONSTRUCTION PROJECT), DATED _____, 2016.

APPROVAL OF THE CITY

The above proposal is accepted by the Mayor and the City Clerk of the City of Hattiesburg, Mississippi, pursuant to the City Resolution, acting for and on behalf of the City.

CITY OF HATTIESBURG, MISSISSIPPI

(SEAL)

BY: _____
Mayor

ATTESTED:

BY: _____
City Clerk

SIGNATURE PAGE FOR OFFICIAL FORM OF PROPOSAL $25,000,000 MISSISSIPPI DEVELOPMENT BANK TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2016 (HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM CONSTRUCTION PROJECT), DATED _____, 2016.

LOAN AGREEMENT

BETWEEN

MISSISSIPPI DEVELOPMENT BANK

AND

THE CITY OF HATTIESBURG, MISSISSIPPI

ACKNOWLEDGED AND ACCEPTED BY:

_____ BANK
_____, _____

SECURED BY:

$25,000,000
TAXABLE PROMISSORY NOTE
(HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM CONSTRUCTION PROJECT)
DATED AS OF _____, 2016

The interest of the Mississippi Development Bank in this Loan Agreement, except for certain rights retained by the Issuer pursuant to Section 4.6 hereof, has been assigned to _____ Bank, _____, _____, as Indenture Trustee.

This instrument was drafted by:

BUTLER SNOW LLP
Attorneys At Law
Suite 1400
1020 Highland Colony Parkway
Post Office Box 6010
Ridgeland, MS 39158-6010

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LOAN AGREEMENT

This **LOAN AGREEMENT**, dated as of _____, 2016 (the "Loan Agreement"), is by and between the **MISSISSIPPI DEVELOPMENT BANK**, a public body corporate and politic of the State of Mississippi (the "State"), exercising essential public functions (the "Bank" or "Issuer") and organized under the provisions of Mississippi Code of 1972, Sections 31-25-1 et seq. (as from time to time amended, the "Act"), and the **CITY OF HATTIESBURG, MISSISSIPPI**, a political subdivision organized and validly existing under the Constitution and laws of the State of Mississippi (the "City").

RECITALS:

A. The Issuer is authorized by the provisions of the Act, to, among other things, loan money to local governmental units for any purposes set forth under the Act and to finance such assistance to such local governmental units by the issuance of revenue bonds.

B. The Issuer is further authorized to issue revenue bonds for the purpose of providing funds to pay all or a part of the cost of providing the aforementioned loans to local governmental units; and to pledge or assign any money, rents, charges, fees or other revenues and any proceeds derived from the loans with such local governmental units.

C. The Issuer has duly authorized under Sections 21-27-23 and 21-27-41 through 21-27-69, Mississippi Code of 1972 as amended from time to time (the "Bond Act") and the Act the financing of the Project (as hereinafter defined).

D. The Issuer has duly authorized the issuance, as provided in the Indenture (as hereinafter defined), of its Mississippi Development Bank Taxable Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Series 2016 Bonds") pursuant to the Act in the maximum aggregate principal amount of $25,000,000 in order to loan the Net Proceeds, as hereinafter defined, thereof to the City to provide for the financing of the Construction Project, as hereinafter defined, pursuant to this Loan Agreement, secured by a promissory note whereby the amount of payments to be made to the Issuer by the City under the promissory note shall be sufficient to pay the principal of, premium, if any, and interest on the Series 2016 Bonds as and when the same shall become due and payable.

E. The Series 2016 Bonds are to be issued pursuant to and secured by an Indenture dated even date herewith, by and between the Issuer and the Indenture Trustee (as hereinafter defined).

F. The Issuer shall loan the proceeds of the Series 2016 Bonds to the City pursuant to the terms and provisions of this Loan Agreement as authorized, executed and delivered by the City.

G. To further secure the payment of the Series 2016 Bonds pursuant to this Loan Agreement, the City has authorized, executed and delivered the promissory note, which promissory note and this Loan Agreement (except certain rights retained by the Issuer) the Issuer

has assigned or will assign to the Indenture Trustee and the 2016 Note is being issued on parity with the City's 2006 Note, 2012 Note and 2013 Note, as hereinafter defined.

I. To further secure the payment of the Series 2016 Bonds, the City will pledge any available proceeds of state revolving loans, if applicable, and the Net Revenues, as hereinafter defined, of the combined water and sewer system (the "System") of the City, subject to the parity lien of the 2006 Note, 2012 Note and 2013 Note of the City.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS LOAN AGREEMENT WITNESSETH:

That the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, do hereby agree as follows:

ARTICLE I

DEFINITIONS, EXHIBITS AND MISCELLANEOUS

SECTION 1.1. Definitions.

The terms used herein, unless the context hereof shall require otherwise, shall have the following meanings, and any other terms defined in Section 1.01 of the Indenture (as set forth in **EXHIBIT A** and incorporated herein by reference) shall have the same meanings when used herein as assigned them in the Indenture, unless the context or use thereof indicates another or different meaning or intent.

Act: Sections 31-25-1 et seq. of the Mississippi Code of 1972, as amended and supplemented;

Additional Charges: the payments required by Section 4.4 of this Loan Agreement;

Administrative Expenses: the reasonable and necessary fees, costs or expenses incurred or payable by the City to the Issuer pursuant to this Loan Agreement or the Indenture, including compensation and expenses paid to or incurred by the Indenture Trustee or any paying agent under this Loan Agreement or the Indenture;

Annual Budget: the budget or amended budget in effect as provided in or adopted pursuant to Section 6.9 hereof;

Authorized City Representative: any person or persons at the time designated to act on behalf of the City by a written certificate, signed on behalf of the City by its Mayor or other duly authorized Person and its Clerk or other authorized Person and furnished to the Issuer and the Indenture Trustee, containing the specimen signature of each such person;

Bank: the Mississippi Development Bank, a public body corporate and politic of the State of Mississippi, exercising essential public functions and organized under the provisions of the Act;

Basic Payments: the payments required by Section 4.2 of this Loan Agreement;

Bond Act: Sections 21-27-23 and 21-27-41 through 21-27-69, Mississippi Code of 1972, as amended and supplemented from time to time.

Bond Closing: the date on which there is delivery by the Issuer of, and payment for, the Bonds;

Bond Counsel: the firm of Butler Snow LLP, Ridgeland, Mississippi, or any other firm of nationally recognized bond counsel experienced in tax exempt bond financing selected by the City and acceptable to the Issuer and the Indenture Trustee;

Bond Documents: the Indenture, the Loan Agreement, the Series 2016 Note, the Bond Purchase Agreement and all other agreements, instruments, documents, notices of assignment, schedules, assignments, pledges, powers of attorney, leases, trust account agreements, certificates, consents, contracts, notices, and all other written matter and all amendments, modifications, supplements, extensions and restatements thereof and thereto, and all agreements, notes, documents or instruments delivered in substitution therefor, or in lieu thereof, whether heretofore, now, or hereafter executed by or on behalf of the City, or any other person which are delivered to the Indenture Trustee, Issuer or any participant with respect to the transactions contemplated in the Indenture;

Bond Purchase Agreement: means the Bond Purchase Agreement dated _____, 2016, between the Issuer, the City and the Original Purchaser providing for the sale of the Series 2016 Bonds to the Original Purchaser;

Bondholder or Holder: the Person in whose name a Series 2016 Bond is registered in the Bond Register;

Bond Register: the registration records of the Bank kept by the Indenture Trustee to evidence the registration and transfer of the Series 2016 Bonds;

Certificate: as the case may be, either (i) a signed document attesting to or acknowledging the circumstances, representations or other matters therein stated or set forth or (ii) a signed document setting forth matters to be determined by an Authorized City Representative pursuant to this Loan Agreement;

City: the City of Hattiesburg, Mississippi;

Code or Internal Revenue Code: the Internal Revenue Code of 1986, as amended and all applicable Treasury Regulations promulgated thereunder;

Completion Certificate: the Certificate of Completion required by Section 3.4 hereof;

Completion Date: the date as set forth in the Completion Certificate required in Section 3.4 hereof;

Construction Project: all repairs, improvements and extensions of the City's System funded from a portion of the Net Loan Proceeds of the Series 2016 Bonds;

Consulting Engineer: a reputable engineer or firm of engineers experienced in conducting analyses, tests, and studies and in rendering reports, advice and opinions in the area of water and sewer utility facilities construction and planning, selected by the City and may be a certified engineer who is an employee of the City;

Costs of the Project: to the extent permitted by the Act and the Code and as applicable, whether incurred prior to or after the date of this Loan Agreement, (a) obligations of the Issuer or of the City incurred for labor, materials, machinery, equipment and other expenses and to architects, contractors, builders and material men in connection with the acquisition, construction, installation and equipping of the Construction Project and improvements thereto including, but not limited to, the cost of the acquisition of any land for the Construction Project; (b) the cost of contract or performance bonds or of other bonds and of insurance of all kinds that may be required or necessary prior to or during the course of construction, installation and equipping of the Construction Project; (c) all costs of architectural and engineering services, including the expenses of the Bank and the City for test boring, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or as a result of the proper construction, installation and equipping of the Construction Project; (d) compensation and expenses of the Bank, and the Indenture Trustee, legal, accounting, financial and printing expenses, fees and all other expenses incurred in connection with the issuance of the Series 2016 Bonds, which are not otherwise provided for under the terms of this Loan Agreement; (e) all other costs which the Bank or the City shall be required to pay under the terms of any contract or contracts for the acquisition (by purchase, lease or otherwise), construction, installation and equipping of the Construction Project; (f) any sums required to reimburse the Bank or the City for advances made by either of them for any of the above items, or for any other costs incurred and for work done by either of them, which are properly chargeable to the Construction Project being acquired, constructed, installed and equipped; (g) all Administrative Expenses; and (h) any other expenses or fees of the City, the Bank or the Indenture Trustee, which in the opinion of the City, the Issuer, or the Indenture Trustee respectively, are related to the Construction Project or the Series 2016 Bonds, including but not limited to, commitment and legal fees and the costs, fees and expenses of the Original Purchaser in connection with the initial sale and issuance of the Series 2016 Bonds;

Date of this Loan Agreement: as of _____, 2016;

Debt Service Payment: the aggregate of the interest and principal payable on the Series 2016 Note and any Parity Indebtedness for the specific period designated under this Loan Agreement;

Debt Service Reserve Fund: collectively all the debt service reserve funds, including Accounts created thereunder, which are required for the Bonds issued under the Indenture, as it may be supplemented from time to time;

Debt Service Reserve Requirement: means the lesser of the following: (i) the maximum amount of principal and interest becoming due in the current or any future bond year (meaning each 1 year period (or such shorter period as hereinafter described) beginning on _____ 2 of one year and ending on _____ 1 of the following year – except, however, the first bond year shall be from the issue date of the Series 2016 Bonds until _____ 1, 20___) on all Series 2016 Bonds then outstanding; (ii) 125% of average annual debt service on the Series 2016 Bonds; and (iii) 10% of the stated principal amount of the Series 2016 Bonds, or if such issue of Series 2016 Bonds has more than a *de minimis* amount (as defined in Section 1.148-1(b) of the Treasury Regulations) of original issue discount or premium, ten percent (10%) of the issue price (as defined in Section 1.148-1(b) of the Treasury Regulations), which Debt Service Reserve Requirement may be funded with cash or a Reserve Fund Credit Facility; provided, however, that upon initial issuance of the Series 2016 Bonds, the Debt Service Reserve Requirement will mean the amount set forth in (i) hereinabove and in future years if the amount of the Debt Service Reserve Requirement should equal an amount in excess of the lesser of (i), (ii) and (iii) above, the funds held in the Debt Service Reserve Requirement will be not be invested at a yield in excess of the yield on the Series 2016 Bonds.

Depository: any bank, trust company or national banking association selected by the City and approved by the Indenture Trustee as a depository of moneys and securities held under the provisions of this Loan Agreement, and its successor or assign or successors or assigns;

Discharge Date: the date on which all Outstanding Series 2016 Bonds are discharged under Article IX of the Indenture;

Existing Parity Debt: the 2006 Note, 2012 Note and 2013 Note;

Event of Default: any of the events set forth in Section 10.1;

Fiduciary or Fiduciaries: the Indenture Trustee, the paying agent, the Depository or any or all of them, as may be appropriate;

Fiscal Year: when used with respect to the City, a period beginning on October 1 in any year and ending on September 30 of the following year or such other twelve month period as may be adopted by the City in accordance with law;

Fund: any fund described in Article VI of the Indenture;

General Account: the account by that name created by Section 6.02 of the Indenture for the Series 2016 Bonds;

Indenture: the Indenture of Trust by and between the Issuer and Indenture Trustee, as the same may from time to time be amended or supplemented as herein provided;

Indenture Trustee: _____ Bank, _____, _____, or any successor trustee appointed, qualified and then acting as such under the provisions of the Indenture;

Independent Accountant: the Audit Department of the State of Mississippi or a certified public accountant or firm of certified public accountants registered and qualified to practice as

such under the laws of the State of Mississippi and reasonably acceptable to the Indenture Trustee, and not regularly employed by the Issuer or the City, except to perform independent audits of the books and records of either or both of them or the System or other similar periodic reviews;

Inspecting Architect: such architect or engineer retained by City and approved by the Bank;

Interest Payment Date: shall be on the anniversary date of authentication and delivery of the Series 2016 Bonds commencing on the first anniversary date of the authentication and delivery of the Series 2016 Bonds, as described in Section 2.03 of the Indenture as the interest payment dates of the Series 2016 Bonds;

Internal Revenue Code or Code: the Internal Revenue Code of 1986, as amended, and all applicable Treasury Regulations;

Investment Securities: includes all securities, instruments and the like in which the City is authorized to invest its funds under applicable law, including the Act;

Issuance Expenses: any and all costs and expenses relating to the issuance, sale and delivery of the Series 2016 Bonds, and the execution and delivery of this Loan Agreement, the Indenture and the Series 2016 Note, including, but not limited to, all fees and expenses of legal counsel, financial consultants, feasibility consultants and accountants, the initial fees and expenses of the Indenture Trustee, any fee to be paid to the Issuer, the preparation and printing of this Loan Agreement, the Series 2016 Note, the Indenture, any preliminary official statement and final official statement, if applicable, the Series 2016 Bonds and all other related closing documents, and all other expenses relating to the issuance, sale and delivery of the Series 2016 Bonds required to be paid from the proceeds of the Series 2016 Bonds and any other costs which are treated as "issuance costs" within the meaning of Section 147(g) of the Code;

Issuer: the Bank;

Loan: the loan of Net Proceeds of the Series 2016 Bonds by the Issuer to the City described in Section 4.1 of this Loan Agreement;

Loan Agreement: this Loan Agreement by and between the Issuer and the City, as the same may from time to time be amended or supplemented as provided herein and in the Indenture;

Loan Agreement Fund or Loan Agreement Funds: one or more of the special funds and accounts created and established pursuant to this Loan Agreement for the Series 2016 Note and the funds created pursuant to the 2006 Loan Agreement for the 2006 Note, the 2012 Loan Agreement for the 2012 Note and the 2013 Loan Agreement for the 2013 Note;

Loan Proceeds: the Net Proceeds of the sale of the Series 2016 Bonds and investment earnings thereon held by the City in the Loan Agreement Funds;

Net Bond Proceeds: proceeds from the sale of the Series 2016 Bonds at the public offering price including accrued interest, if any, from the dated date of the Series 2016 Bonds to the date of delivery thereof, including interest earnings thereon;

Net Proceeds: Net Bond Proceeds, including any interest earnings thereon, less (i) capitalized interest, if any, (ii) such Net Bond Proceeds used to pay or reimburse for the payment of Issuance Expenses and any other neutral costs and (iii) funds used to fund the Debt Service Reserve Fund;

Net Revenues: gross revenues of the System less Operating Expenses for the operation and maintenance of the System;

Note Payments: together the amounts paid or required to be paid, from time to time, for principal and interest on the Series 2016 Note held by the Indenture Trustee pursuant to the Indenture;

Note Year: the period from Closing Date through ____ 1, 20___, and thereafter each twelve (12) month period from each ____ 2 to and including _____ 1 of the following year, beginning with the period ending ____ 1, 20__;

Operating Expenses: the City's operation and maintenance expenses in connection with the System which include the following: expenses for operation, maintenance, repairs, ordinary replacement and ordinary reconstruction of the System and shall include, without limiting the generality of the foregoing, administrative expenses, salaries for employees, utilities, labor, material, supplies and equipment necessary for the operation and maintenance of the System, and transportation cost from the delivery point to the System, or alternative delivery point, insurance premiums, legal, engineering and other consulting expenses, payments to pension, retirement, group life insurance, health and hospitalization funds, or other employee benefit funds, and any other expenses required to be paid by the City and applicable under the circumstances, and the expenses, liabilities and compensation of the Fiduciaries required to be paid under this Loan Agreement, all to the extent properly attributable to the City and its System;

Original Purchaser: _____, _____, _____, as the original purchaser of the Series 2016 Bonds;

Outstanding: all Series 2016 Bonds which have been authenticated and delivered by the Indenture Trustee under the Indenture, including Series 2016 Bonds held by the Bank, except:

(1) Series 2016 Bonds cancelled after purchase in the open market or because of payment at or redemption prior to maturity;

(2) Series 2016 Bonds deemed paid under Article IX of the Indenture; and

(3) Series 2016 Bonds in lieu of which other Series 2016 Bonds have been authenticated under Section 3.05, 3.06 or 3.10 of the Indenture;

Parity Indebtedness or Parity Debt: indebtedness of the City, the payments of which are secured by a lien on System Revenues on a parity with the lien securing the Series 2016 Note, including the Existing Parity Debt;

Permitted Encumbrances: shall mean and include the lien and pledge securing Parity Indebtedness;

Person: an individual, a corporation, an association, a joint stock company, a business trust, a partnership, a joint venture, a limited liability company, an unincorporated organization, or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof;

Plans and Specifications: the plans and specifications for the construction of the Construction Project prepared by the Architect, as the same may be modified and amended from time to time;

Redemption Date: when used with respect to any Series 2016 Bond to be redeemed shall mean the date on which it is to be redeemed pursuant to the Indenture;

Redemption Price: when used with respect to any Series 2016 Bond to be redeemed shall mean the price at which it is to be redeemed pursuant to the Indenture;

Related Documents: any amendment, supplement, modification to, or waiver of, the Indenture or any other transaction document, including the Loan Agreement and any underlying security agreement, that requires the consent of Bondholders;

Reserve Fund Credit Facility: an irrevocable and unconditional letter of credit, insurance policy or surety bond, the terms of which have been approved by the City and the Bank, issued by a bank or other financial institution, which is acceptable to the City and the Bank, which credit facility names the Indenture Trustee as the beneficiary thereunder; provided, that any such credit facility (other than an insurance policy or surety bond extending to the maturity date of the Series 2016 Bonds) must (a) be renewable or extendable on an annual basis; (b) have an initial term of not less than three (3) years; (c) provide that the bank or other financial institution providing such credit facility must notify the Indenture Trustee and the City, no less than thirty (30) days in advance of the expiration of the credit facility of its intention not to renew or extend such credit facility; (d) permit the Indenture Trustee to make a draw thereunder to fund the Debt Service Reserve Fund not later than five (5) business days prior to the earlier of (1) the expiration date of such credit facility and (2) the date the proceeds of such draw will be needed to fund the Debt Service Reserve Fund;

Series 2016 Bonds: the $25,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated _____, 2016, issued pursuant to the Indenture;

Series 2016 Debt Service Fund: the Series 2016 Debt Service Fund so designated which is created and established by Section 5.4 hereof;

Series 2016 Note: the $25,000,000 Taxable Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated _____, 2016, of the City to the Bank, the form of which is attached hereto as **EXHIBIT B**;

Series 2016 Project: means providing funds for (i) the Construction Project; (ii) funding the Debt Service Reserve Fund for the Series 2016 Bonds and (iii) paying the costs of issuance of the Series 2016 Bonds and the Series 2016 Note;

Series 2016 Project Fund: means the Series 2016 Project Fund so designated which is created and described in Sections 5.1 and 5.2 hereof.

State: the State of Mississippi;

System: the combined water and sewer system of the City and all related improvements and equipment, together with all additions to, replacements of and substitutions for any of the foregoing which may be made as permitted or required by the Bank (which includes the Construction Project), but excluding any property released as authorized by the Bank;

System Revenues: all revenues derived from the System or a pledge of income or revenues, funds or monies of the City from any source whatsoever;

Term of this Loan Agreement: the period of time commencing on the date of this Loan Agreement and terminating on the final maturity date of the Series 2016 Bonds or upon earlier termination of this Loan Agreement under Section 9.2, provided that this Loan Agreement shall not terminate until all obligations hereunder shall be paid in full;

2006 Bonds: means the Bank's $17,000,000 Special Obligation Bonds, Series 2006 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated June 28, 2006, issued pursuant to the 2006 Indenture;

2006 Contingent Fund: the contingent fund so designated and created in the 2006 Loan Agreement and described in Section 5.1 and Section 5.6 hereof;

2006 Debt Service Fund: means the debt service fund so created under the 2006 Loan Agreement;

2006 Debt Service Reserve Fund: means the debt service reserve fund so designated and created under the 2006 Indenture;

2006 Debt Service Reserve Requirement: means the debt service reserve requirement described under the 2006 Indenture;

2006 Indenture: means the Indenture of Trust by and between the Bank and the 2006 Indenture Trustee dated as of June 28, 2006, in connection with the 2006 Bonds;

2006 Indenture Trustee: means Hancock Bank, Jackson, Mississippi;

2006 Loan Agreement: means the loan agreement by between the City and the Bank dated as of June 28, 2006, providing for the loan between the City and the Bank, which loan was funded from the proceeds of the 2006 Bonds;

2006 Loan Agreement Funds: means the loan agreement funds created under the 2006 Loan Agreement for the 2006 Note and notes issued on a parity with the 2006 Note;

2006 Note: means the $17,000,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated June 28, 2006 of the City;

2006 Operation and Maintenance Fund: means the operation and maintenance fund so designated and created in the 2006 Loan Agreement for the 2006 Note and debt issued on parity therewith such as the Series 2016 Note and described in Sections 5.1 and 5.5 hereof; and

2006 Revenue Fund: means the revenue fund so designated and created in the 2006 Loan Agreement and described in Sections 5.1 and 5.3 hereof.

2012 Bonds: means the Bank's $12,500,000 Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated March 29, 2012, issued pursuant to the 2012 Indenture;

2012 Debt Service Fund: means the debt service fund so created under the 2012 Loan Agreement;

2012 Debt Service Reserve Fund: means the debt service reserve fund so designated and created under the 2012 Indenture;

2012 Debt Service Reserve Requirement: means the debt service reserve requirement described under the 2012 Indenture;

2012 Indenture: means the Indenture of Trust by and between the Bank and the 2012 Indenture Trustee dated as of March 29, 2012, in connection with the 2012 Bonds;

2012 Indenture Trustee: means Hancock Bank, Jackson, Mississippi;

2012 Loan Agreement: means the loan agreement by and between the City and the Bank dated as of March 29, 2012 providing for the loan between the City and the Bank, which loan was funded from the proceeds of the 2012 Bonds;

2012 Loan Agreement Funds: means the loan agreement funds created under the 2012 Loan Agreement for the 2012 Note and notes issued on a parity with the 2012 Note;

2012 Note: means the $12,500,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated March 29, 2012 of the City;

2013 Bonds: means the Bank's $28,000,000 Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated December 19, 2013, issued pursuant to the 2013 Indenture;

2013 Debt Service Fund: means the debt service fund so created under the 2013 Loan Agreement;

2013 Debt Service Reserve Fund: means the debt service reserve fund so designated and created under the 2013 Indenture;

2013 Debt Service Reserve Requirement: means the debt service reserve requirement described under the 2013 Indenture;

2013 Indenture: means the Indenture of Trust by and between the Bank and the 2013 Indenture Trustee dated as of December 19, 2013, in connection with the 2013 Bonds;

2013 Indenture Trustee: means Hancock Bank, Jackson, Mississippi;

2013 Loan Agreement: means the loan agreement by and between the City and the Bank dated as of December 19, 2013providing for the loan between the City and the Bank, which loan was funded from the proceeds of the 2013 Bonds;

2013 Loan Agreement Funds: means the loan agreement funds created under the 2013 Loan Agreement for the 2013 Note and notes issued on a parity with the 2013 Note;

2013 Note: means the $28,000,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated December 19, 2013 of the City;

SECTION 1.2. Exhibits.

The following Exhibits are attached to and by reference made a part of this Loan Agreement:

(1) **EXHIBIT A: DEFINITIONS FROM INDENTURE;**

(2) **EXHIBIT B: FORM OF SERIES 2016 NOTE; and**

(3) **EXHIBIT C: FORM OF SERIES 2016 PROJECT FUND REQUISITION.**

SECTION 1.3. City's Acts.

Where the City is permitted or required to do or accomplish any act or thing hereunder, the City may cause the same to be done or accomplished by a third party selected by the City with the same force and effect as if done or accomplished by the City.

SECTION 1.4. Rules of Interpretation.

(a) The words "herein" and "hereof" and "hereunder" and words of similar import, without reference to any particular section or subdivision, refer to this Loan Agreement as a whole rather than to any particular section or subdivision of this Loan Agreement.

(b) References in this Loan Agreement to any particular article, section or subdivision hereof are to the designated article, section or subdivision of this Loan Agreement as originally executed.

(c) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles; and all computations provided for herein shall be made in accordance with generally accepted accounting principles consistently applied and applied on the same basis as in prior years.

(d) The Table of Contents and titles of articles and sections herein are for convenience only and are not a part of this Loan Agreement.

(e) Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa.

(f) Articles, sections, subsections and clauses mentioned by number only are those so numbered which are contained in this Loan Agreement.

(g) For purposes of this Loan Agreement and the Indenture, a petition in bankruptcy shall be deemed dismissed only if either (1) the petition is dismissed by order of a court of competent jurisdiction and no further appeal rights exist from such order or (2) the City notifies the Indenture Trustee that such a dismissal has occurred.

(h) Any opinion of counsel required hereunder shall be a written opinion of such counsel.

ARTICLE II

REPRESENTATIONS OF ISSUER AND CITY

SECTION 2.1. Representations by the Issuer.

The Issuer makes the following representations as the basis for the undertakings on the part of the City herein contained:

(1) The Issuer is a public body corporate and politic of the State of Mississippi, exercising essential public functions and organized under the provisions of the Act;

(2) The Issuer has full power and authority to enter into the transactions contemplated by this Loan Agreement, the Indenture and the other Bond Documents to which it is a party and to perform its obligations hereunder and thereunder;

(3) The Issuer is not in default under any provisions of the laws of the State material to the performance of its obligations under this Loan Agreement;

(4) The Issuer has been duly authorized to execute and deliver this Loan Agreement, the Indenture and the assignment of the Series 2016 Note to the Indenture

Trustee and by proper action has duly authorized the execution and delivery hereof and thereof and as to the Issuer, this Loan Agreement, the Indenture, the assignment of the Series 2016 Note to the Indenture Trustee and the other Bond Documents to which it is a party are valid and legally binding and enforceable in accordance with their terms, except to the extent that the enforceability thereof may be limited (a) by bankruptcy, reorganization, or similar laws limiting the enforceability of creditors' rights generally or (b) by the availability of any discretionary equitable remedies;

(5) The loan of the Net Proceeds of the Series 2016 Bonds for the Series 2016 Project as provided by this Loan Agreement, will further the purposes of the Act, to wit: to assist local governmental units in obtaining financing for those purposes set forth under the Act in furtherance of its governmental purpose;

(6) Under existing statutes and decisions no taxes on income or profits are imposed on the Issuer;

(7) There is not pending any suit, action or proceeding against the Issuer before or by any court, arbitrator, administrative agency or other governmental authority which materially and adversely affects the validity, as to the Issuer, of this Loan Agreement or the Indenture, any of its obligations hereunder or thereunder or any of the transactions contemplated hereby or thereby; and

(8) No public official of the Issuer has either a direct or indirect financial interest in this Loan Agreement nor will any public official either directly or indirectly benefit financially from this Loan Agreement.

SECTION 2.2. Representations and Warranties of the City.

The City represents, covenants and warrants as follows:

(1) The City is a political subdivision of the State of Mississippi duly organized and validly existing under the Constitution and the laws of the State of Mississippi and the City is a local governmental unit within the meaning of the Act;

(2) The execution, delivery and performance by the City of this Loan Agreement and the Series 2016 Note and each of the other Bond Documents to which it is a party are (i) within the City's governmental powers, and (ii) have been duly authorized by all necessary actions of the governing body of the City;

(3) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the City of this Loan Agreement, the Series 2016 Note and the other Bond Documents to which the City is a party;

(4) The design and plan of the Construction Project comprises an authorized purpose within the meaning of the Act; and it is presently intended and reasonably expected that the City will operate the Construction Project and the System throughout the term of this Loan Agreement in the normal conduct of the City's governmental functions;

(5) To the best of the City's knowledge, as of the date hereof, the use of the Construction Project as designed and proposed to be operated complies, in all material respects, with all presently applicable development, pollution control, water conservation and other laws, regulations, rules and ordinances of the federal government and the State of Mississippi and the respective agencies thereof and the political subdivisions in which the Construction Project is located;

(6) The Net Proceeds of the Series 2016 Bonds, together with any other funds to be contributed to the Construction Project by the City or otherwise in accordance with this Loan Agreement, will be sufficient to pay the Costs of the Construction Project;

(7) The City has reviewed and approved the provisions of the Indenture;

(8) To the best of the City's knowledge, no public official of the City has either a direct or indirect financial interest in this Loan Agreement nor will any public official either directly or indirectly benefit financially from this Loan Agreement;

(9) This Loan Agreement, the Series 2016 Note and the other Bond Documents to which the City is a party are legal, valid and binding obligations of the City, and are enforceable against the City in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally or by the availability of any discretionary equitable remedies;

(10) There is no pending action or proceeding before any court, governmental agency or arbitrator against or directly involving the City and, to the best of the City's knowledge, there is no threatened action or proceeding affecting the City or any of its assets before any court, governmental agency or arbitrator (i) which, in any case, may materially and adversely affect the financial condition or operations of the City or the System, (ii) which seeks to restrain or would otherwise have a material adverse effect on the transactions contemplated herein, or (iii) which would affect the validity or enforceability of this Loan Agreement, the Series 2016 Note or the other Bond Documents;

(11) None of the assets of the System are subject to any lien except for Permitted Encumbrances;

(12) The City is not in default in the payment or performance of any of its obligations or in the performance of any mortgage, indenture, lease, contract or other agreement, instrument or undertaking to which it is a party or by which it or any of its assets may be bound, which default would have a material and adverse effect on the governmental functions, operations, assets or condition, financial or otherwise, of the City or the System, either individually or taken as a whole. No Event of Default hereunder or under the Series 2016 Note or any other Bond Document has occurred and is continuing. The City is not in default under any order, award or decree of any court, arbitrator, or governmental authority binding upon or affecting it or by which any of its assets may be bound or affected which default would have a material adverse effect on the governmental

functions, operations, assets or condition, financial or otherwise, of the City or the System, either individually or taken as a whole, and no such order, award or decree adversely affects the ability of the City to carry on its governmental functions as currently conducted or the ability of the City to perform its obligations under this Loan Agreement, the Series 2016 Note and the other Bond Documents to which it is a party;

(13) The City is not a party to any contract or agreement or subject to any restriction which materially and adversely affects its governmental functions, its property or assets, or financial condition. The City is not a party to, or otherwise subject to any provision contained in, any instrument evidencing indebtedness of the City, any agreement relating thereto or any other contract or agreement (including their charters) which restricts or otherwise limits the incurring of the indebtedness to be represented by this Loan Agreement, the Series 2016 Note and the other Bond Documents;

(14) The City is in compliance with all laws, orders, regulations and ordinances of all federal, foreign, state and local governmental authorities binding upon or affecting the governmental functions, operation or assets of the City or the System, except for laws, orders, regulations and ordinances the violation of which would not, in the aggregate, have a material and adverse effect on the City's or System's financial condition;

(15) There is no fact known to the City which materially adversely affects or in the future may (so far as the City can now foresee) materially adversely affect the property, assets or financial condition of the City or the System which has not been set forth in this Loan Agreement, the Series 2016 Note or in the other Bond Documents, prior to the date hereof in connection with the transactions contemplated hereby;

(16) The City hereby incorporates herein and makes each of the representations and warranties contained in the other Bond Documents to which it is a party, operative and applicable for the benefit of Issuer and the Indenture Trustee as if the same were set forth at length herein;

(17) All roads, easements and other necessary modes of ingress and egress to the Construction Project necessary for the full utilization of the Construction Project for its intended purposes or for the construction of the Construction Project have been completed or obtained or will be completed prior to commencement of construction of the improvements to the Construction Project in accordance with the Plans and Specifications; and

(18) The City has not received notice of, and has no knowledge of, (i) any proceedings, whether actual, pending or threatened, for the taking under the power of eminent domain or any similar power or right, of all or any portion of the Construction Project; or (ii) any damage to or destruction of any portion of the Construction Project; or (iii) any zoning, building, fire or health code violations in respect of the Construction Project which have not heretofore been corrected.

(19) The City (i) is in compliance with all representations and covenants set forth in the 2006 Loan Agreement, the 2012 Loan Agreement and the 2013 Loan

Agreement, (ii) is not in default regarding payments due for the Parity Debt, (iii) has fully funded the 2006 Debt Service Reserve Fund under the 2006 Indenture, the 2012 Debt Service Reserve Fund under the 2012 Indenture, the 2013 Debt Service Reserve Fund under the 2013 Indenture and such accounts contain such amounts as required under the 2006 Loan Agreement, the 2012 Loan Agreement and the 2013 Loan Agreement, and (iv) has paid all amounts currently due and payable under the 2006 Loan Agreement, the 2012 Loan Agreement and the 2013 Loan Agreement.

SECTION 2.3. Survival.

The foregoing representations, covenants and warranties of the City shall be continuing and shall survive the execution and delivery of this Loan Agreement, the Series 2016 Note and the other Bond Documents. The disbursement of Loan Proceeds from the Series 2016 Project Fund by the City shall constitute a certification by the City that the aforesaid representations, covenants and warranties are true and correct in all material respects as of the date of such disbursement.

ARTICLE III

APPLICATION OF LOAN PROCEEDS; REFUNDING PROJECT AND THE CONSTRUCTION PROJECT

SECTION 3.1. Application of Loan Proceeds; Refunding Project and Construction Project.

(a) Simultaneously with the delivery of the Series 2016 Bonds by the Indenture Trustee, the Net Proceeds of the Series 2016 Bonds will be transferred by the Indenture Trustee, as the assignee for the Issuer under the Loan Agreement and the Series 2016 Note, as follows for the Construction Project:

$_____ in Net Proceeds of the Series 2016 Bonds shall be paid to the City for deposit in the Series 2016 Project Fund, to be held by the Indenture Trustee for the Construction Project.

(b) Construction Project. At or prior to delivery of the Bonds, but in all events prior to any disbursement of Loan Proceeds from the Series 2016 Project Fund, if requested, the City shall submit all Plans and Specifications, architect's agreements and construction contracts to the Indenture Trustee. The City shall construct and equip or cause to be constructed and equipped the Construction Project substantially in accordance with the Plans and Specifications. The City shall obtain all approvals requisite to the construction and installation of the Construction Project, and shall construct and install the Construction Project in compliance with all federal, state and local laws and regulations; provided however, no such law or laws and regulations shall discriminate against the City. Upon completion of the Construction Project, the City will furnish to the Indenture Trustee and the Bank, if requested, copies of all required permits and authorizations authorizing the occupancy and uses of the Construction Project for the purposes contemplated by the City. The City will take such action and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their

contracts, including the correction of any defective work. Any amounts recovered as damages, refunds, adjustments or otherwise in connection with the foregoing (a) if the City has corrected, at its own expense, the matter which gave rise to such default or breach, shall be paid to the City or (b) if the City has not corrected, at its own expense, the matter which gave rise to such default or breach, shall be paid to the Indenture Trustee for deposit into the Series 2016 Project Fund, unless recovered after delivery of the Completion Certificate and full disposition of the Series 2016 Project Fund in accordance with Section 3.4, in which case they shall be paid into the General Account under the Indenture.

SECTION 3.2. Completion of Construction.

The City shall construct and install the Construction Project with all reasonable dispatch and shall cause the Construction Project to be completed on or before the Completion Date.

SECTION 3.3. Payment for Construction Project.

(a) Payments of Costs of the Construction Project by the City, including Costs of the Construction Project expended or incurred as of the time of delivery of the Series 2016 Bonds, shall be made from time to time by the Indenture Trustee out of the Series 2016 Project Fund upon presentation to the Indenture Trustee of a requisition (the form of which is attached hereto as **EXHIBIT C**) from the City (with copies to be furnished to the Issuer upon its request), as prepared by the City pursuant to the invoices or statements from a contractor, vendor or other payee or other document reasonably acceptable and on file with the City.

(b) Construction costs may have to be paid in advance of work or while work is in progress, but prior to acceptable completion. The City may at its discretion make payments for such construction costs based on its reasonable reliance upon expected acceptable completion of such work.

(c) Money in the Series 2016 Project Fund, except as otherwise provided herein, shall be used solely for making disbursements by the Indenture Trustee for payment of the Costs of the Construction Project as provided in this Article and pursuant to each requisition submitted to the Indenture Trustee.

SECTION 3.4. Completion of Construction Project.

The completion of the Construction Project shall be evidenced to the Indenture Trustee (and the Issuer upon its request) by a certificate of completion (the "Completion Certificate") signed by an Authorized City Representative to the effect that, except for amounts retained by the City for the payment of Costs of the Construction Project not then due and payable, which shall be retained as provided in Section 3.5, the Construction Project has been constructed and installed and substantially completed as of a date stated in such Completion Certificate to the City's satisfaction and in substantial accordance with the Plans and Specifications, and is suitable and sufficient for its purposes.

The Completion Certificate shall specify the date as of which construction of the Construction Project was substantially completed. Notwithstanding the foregoing, the Completion Certificate shall state that it is given without prejudice to any rights the Issuer or the

City may have against third parties which may exist at the date of such Completion Certificate or which may subsequently come into being. If additional payments out of the Series 2016 Project Fund are then required, such payments shall be delivered by the City in the form specified in Section 3.3(a).

Upon receipt of the items specified in this Section and in Section 3.3, the City shall requisition from the Indenture Trustee payment to the City, or any payee designated by the City of the amount requested, including any amount withheld pursuant to this Section 3.4.

SECTION 3.5. Disposition of Surplus Funds.

If any moneys remain in the Series 2016 Project Fund (excluding moneys earned on investments made pursuant to the Indenture) after the Completion Date and after payment of all costs then due and payable, such moneys (except for amounts retained in the Series 2016 Project Fund for payment of Costs of the Construction Project incurred but not then due and payable, which amounts shall, notwithstanding anything to the contrary contained in Section 3.4 hereof, be disbursed by the City on the terms and conditions set forth in Section 3.3 hereof) shall be used to redeem a portion of the principal of the Series 2016 Bonds at par in the manner provided in the Indenture. Any portion of such monies not so applied to the redemption of the Series 2016 Bonds shall be deposited in the General Account. Interest earned from investments and held in the Series 2016 Project Fund held by the Indenture Trustee under this Loan Agreement, is to be used by the City for the Construction Project and to the extent not needed for the Construction Project will be used by the City to pay interest on Series 2016 Bonds accrued during and following the construction of the Construction Project until fully utilized, and not to redeem Series 2016 Bonds.

SECTION 3.6. Insufficient Series 2016 Bond Proceeds.

If the moneys in the Series 2016 Project Fund, including interest earned thereon, are not sufficient to pay fully the complete Costs of the Construction Project, the City will nonetheless complete the Construction Project and will, at its sole expense, pay all such additional expenses as may be necessary to complete the Construction Project substantially in accordance with the Plans and Specifications and shall equip it for operation. The Issuer does not make any warranty, either express or implied, that the moneys which will be paid into the Series 2016 Project Fund, and which, under the provisions of this Loan Agreement, will be available for payment of the Costs of the Construction Project, will be sufficient to pay all such costs. If after exhaustion of the moneys in the Series 2016 Project Fund, including the interest earned thereon held in the Series 2016 Project Fund, the City pays any portion of the Costs of the Construction Project, it shall not be entitled to any reimbursement therefor from the Issuer, the Indenture Trustee or the Bondholders, nor shall it be entitled to any diminution or postponement of the Basic Payments or Additional Charges payable hereunder and under the Series 2016 Note.

SECTION 3.7. Payment of Costs by City.

The City agrees that it will provide any and all money required for the prompt and full payment of:

(1) All legal (including Bond Counsel and counsel to the City, the Original Purchaser, the Issuer and the Indenture Trustee), financial advisor, municipal bond insurance and accounting fees and expenses, administrative and rating agency fees (if any), printing and engraving costs and other expenses incurred and to be incurred with respect to (i) the authorization, sale, validation and issuance of the Series 2016 Bonds, or (ii) the preparation of this Loan Agreement, the Indenture, the Series 2016 Note and all other documents necessary to the Bond Closing or required by this Loan Agreement or the Indenture;

(2) Premiums on all insurance; and

(3) All reasonable fees and expenses of the Indenture Trustee and paying agent under the Indenture.

SECTION 3.8. Issuance of Series 2016 Bonds.

The Issuer has contracted for the sale of the Series 2016 Bonds authorized by the Indenture, and the City has and does approve the terms of the Indenture. Forthwith upon execution of this Loan Agreement and the Indenture, or as soon thereafter as practicable, the Issuer will execute the Series 2016 Bonds and cause them to be authenticated by the Indenture Trustee and delivered to the Original Purchaser in accordance with the Original Purchaser's purchase of the Series 2016 Bonds upon payment of the purchase price and filing with the Indenture Trustee of the opinion of Bond Counsel as to the legality of the Series 2016 Bonds and the furnishing of all other documents required by this Loan Agreement and the Indenture to be furnished before delivery. The Issuer will then cause the proceeds of the Series 2016 Bonds to be transmitted to the Indenture Trustee.

ARTICLE IV

THE LOAN, BASIC PAYMENTS AND ADDITIONAL CHARGES

SECTION 4.1. The Loan.

The Issuer agrees, upon the terms and conditions herein specified, to lend to the City the Net Proceeds received by the Issuer from the sale of the Series 2016 Bonds, by causing such Net Proceeds to be deposited with the Indenture Trustee for disposition as provided herein and in the Indenture. The amount of the Loan shall also be deemed to include any "discount" or any other amount by which the aggregate price at which the Issuer sells the Series 2016 Bonds to the Original Purchaser is less than the aggregate principal amount of the Series 2016 Bonds. The obligation of the Issuer to make the Loan shall be deemed fully discharged upon so depositing the Net Proceeds of the Series 2016 Bonds with the Indenture Trustee as set forth herein.

SECTION 4.2. Basic Payments.

(a) Subject to the provisions for prepayment set forth in Section 9.2, the City agrees to pay the Loan as follows:

(1) The City shall pay to the Indenture Trustee for the account of the Issuer an amount equal to the aggregate principal amount of the Outstanding Series 2016 Bonds and, as interest on its obligation to pay such amount, an amount equal to interest on the Series 2016 Bonds, such amounts shall mature and become due and payable in the same manner and at the same dates and times as provided for in the Indenture, as follows:

(A) an amount equal to one-sixth (1/6th) or such applicable fraction necessary to provide the interest due on the Outstanding Series 2016 Bonds on the next succeeding Interest Payment Date; and

(B) an amount equal to one-twelfth (1/12th) or such applicable fraction necessary to provide the next installment of principal becoming due on the Series 2016 Bonds;

provided, however, that the obligation of the City to make any such payment hereunder shall be reduced by (i) the amount of funds in the General Fund under the Indenture representing capitalized interest, if any, including interest earned thereon, to be utilized for interest on the next succeeding Interest Payment Date for the Series 2016 Bonds; and (ii) the amount of any reduction under the Indenture of the amount of the corresponding payment required to be made by the Bank thereunder; and

(2) The City shall pay to the Indenture Trustee for deposit in the General Account of the General Fund under the Indenture for any Outstanding Series 2016 Bonds the amounts required for the payment of the purchase or Redemption Price of, plus accrued interest on, Outstanding Series 2016 Bonds being redeemed or purchased for retirement, and in each such case, such amounts shall be applied by the Indenture Trustee to such payments.

The City shall remit to the Indenture Trustee for deposit into the General Account of the General Fund under the Indenture (i) all monthly amounts as set forth above due under the Series 2016 Note and required to provide sufficient funds for the payment of the principal of and the interest due on the Outstanding Series 2016 Bonds to be on deposit in the General Account of the General Fund at least five (5) days prior to any Interest Payment Date, and (ii) at those times as set forth in the Indenture the amounts required for the payment of the purchase or Redemption Price including accrued interest on Outstanding Series 2016 Bonds being redeemed or purchased for retirement, and in each such case, such amounts shall be applied by the Indenture Trustee to such payments.

(b) The City shall provide to the Indenture Trustee a certificate executed by an Authorized City Representative, advising that there are insufficient legally available Net Revenues of the System to make the payments due on the next Interest Payment Date; however, such certificate is not required if it is determined that there are sufficient legally available Net Revenues of the System to make the payment due on the next Interest Payment Date.

SECTION 4.3. Pledge of Net Revenues of the System.

The principal of and interest on the Series 2016 Note and other amounts due under the Loan Agreement shall be payable from Net Revenues of the System, on a parity with the Parity Debt, and any available proceeds of state revolving loans, if applicable. Such an amount of the Net Revenues of the System, as will provide for the payments due under the Series 2016 Note, 2006 Note, 2012 Note, 2013 Note, this Loan Agreement, the 2006 Loan Agreement, the 2012 Loan Agreement and the 2013 Loan Agreement, as the same shall become due, is hereby irrevocably pledged to said purpose. The Series 2016 Note or the Loan Agreement does not constitute an indebtedness of the City within the meaning of any constitutional or statutory restriction, limitation or provision, and the taxing power of the City is not pledged to the payment of the obligations under the Loan Agreement or the Series 2016 Note, either as to principal or interest.

SECTION 4.4. Additional Charges.

The City agrees to pay as additional charges, when due, each and all of the following:

(1) all Issuance Expenses;

(2) to or upon the order of the Indenture Trustee, upon demand, all fees of the Indenture Trustee for services rendered under the Indenture and all fees and charges of the paying agent, registrars, legal counsel, accountants, engineers, public agencies and others incurred in the performance on request of the Indenture Trustee of services required under the Indenture for which the Indenture Trustee and such other persons are entitled to payment or reimbursement; provided that after payment in full thereof, the City may, without creating a default hereunder, contest in good faith the necessity or reasonableness of any such services, fees or expenses other than the Indenture Trustee's fees for ordinary services as set forth in the Indenture, paying agency fees and any fees or charges of public agencies;

(3) to the Issuer and the Indenture Trustee, the Administrative Expenses and all other reasonable expenses incurred by the Issuer and the Indenture Trustee in relation to the Project which are not otherwise required to be paid by the City under the terms of this Loan Agreement, and all indemnity payments required to be made under Section 8.4;

(4) any and all out-of-pocket costs and expenses (including, without limitation, the reasonable fees and expenses of any counsel, accountants, appraisers or other professionals) incurred by the Indenture Trustee or the Issuer at any time, in connection with (a) the preparation, negotiation and execution of this Loan Agreement, the Indenture, the Series 2016 Note and all other Bond Documents, any amendment of or modification of this Loan Agreement, the Indenture, the Series 2016 Note or the other Bond Documents (including in connection with any sale, transfer, or attempted sale or transfer of any interest herein to a participant or assignee); (b) any litigation, contest, dispute, suit, proceeding or action, whether instituted by the Issuer, the Indenture Trustee, the City or any other person in any way relating to the Project, the Series 2016 Note, the other Bond Documents, or the City's affairs, including, but not limited to, all liabilities,

losses, dangers, costs, reasonable expenses and taxes arising from a violation of any statement or information relating to the expenditure of the proceeds of the Series 2016 Bonds contained in the Tax Certificate or any audit or investigation by the Internal Revenue Service; (c) any attempt to enforce any rights of the Indenture Trustee or the Issuer against the City or any other person which may be obligated to the Indenture Trustee and/or Issuer by virtue of the Loan Agreement, the Series 2016 Note, the other Bond Documents or any other Project related document; (d) any action to protect, collect, sell, liquidate or otherwise dispose of the System, including the Construction Project; and (e) performing any of the obligations relating to or payment of any obligations of the City hereunder in accordance with the terms hereof or any other Bond Document;

(5) if there is on deposit in the Debt Service Reserve Fund an amount less than the Debt Service Reserve Requirement as of any Interest Payment Date based on the Indenture Trustee's valuation under Section 6.09 of the Indenture, the City will pay directly to the Indenture Trustee an amount for deposit into the Debt Service Reserve Fund which, when added to the amount on deposit in the Debt Service Reserve Fund, equals the Debt Service Reserve Requirement, such payment to be made within thirty (30) days after the applicable Interest Payment Date; and

(6) upon notice by the Indenture Trustee that any event described in the last paragraph of Section 6.09 of the Indenture has occurred, the City will make or cause to be made the required payments to replenish the Debt Service Reserve Fund within five (5) days of such notice; provided, however, said payment may be made from proceeds of a draw under a Reserve Fund Credit Facility.

SECTION 4.5. City's Obligations Unconditional.

The City will not suspend or discontinue any Basic Payments or Additional Charges, and will perform and observe all of its other agreements in this Loan Agreement, and, except as expressly permitted in Section 9.2, will not terminate this Loan Agreement for any cause, including but not limited to any acts or circumstances that may constitute failure of consideration, destruction or damage to the Construction Project, the taking of the Construction Project by condemnation or otherwise, the lawful prohibition of the City's use of the Construction Project, the interference with such use by any private person or corporation, the invalidity or unenforceability or lack of due authorization or other infirmity of this Loan Agreement or the Series 2016 Note, or lack of right, power or authority of the Issuer to enter into this Loan Agreement, eviction by paramount title, commercial frustration of purpose, bankruptcy or insolvency of the Issuer or the Indenture Trustee, change in the tax or other laws or administrative rulings or actions of the United States of America or of the State of Mississippi or any political subdivision thereof, or failure of the Issuer to perform and observe any agreement, whether express or implied or any duty, liability or obligation arising out of or connected with this Loan Agreement or the Series 2016 Note, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the Basic Payments and other amounts payable by the City hereunder shall be paid in full when due without any delay or diminution whatever.

SECTION 4.6. Assignment of Issuer's Rights.

As security for the payment of the Series 2016 Bonds, the Issuer will pledge the amounts payable hereunder and under the Series 2016 Note, and assign, without recourse or liability, to the Indenture Trustee, the Issuer's rights under this Loan Agreement (except certain rights retained by the Issuer) and under the Series 2016 Note. The rights pledged and assigned by the Issuer hereunder will include the right to receive payments hereunder (except the right to receive payments, if any, under Sections 4.4, 6.8, 8.4, 10.5, 12.8 and 12.11 hereof) and the Issuer hereby directs the City to make said payments directly to the Indenture Trustee. The City herewith assents to such assignment and will make payments under this Loan Agreement directly to the Indenture Trustee without defense or setoff by reason of any dispute between the City and the Indenture Trustee.

SECTION 4.7. City's Remedies.

Nothing contained in this Article shall be construed to release the Issuer from the performance of any of its agreements herein, and if the Issuer should fail to perform any such agreements, the City may institute such action against the Issuer as the City may deem necessary to compel the performance so long as such action for specific performance shall not violate the City's agreements in Section 4.5 or diminish or delay the amounts required to be paid by the City pursuant to Section 4.2 of this Loan Agreement. The City acknowledges however and agrees that any pecuniary obligation of the Issuer created by or arising out of this Loan Agreement shall be payable solely out of the proceeds derived from this Loan Agreement or the sale of the Series 2016 Bonds upon a default by the City or otherwise.

SECTION 4.8. [RESERVED].

ARTICLE V

ESTABLISHMENT OF CERTAIN LOAN AGREEMENT FUNDS, APPLICATION THEREOF AND SECURITY THEREFOR

SECTION 5.1. Establishment of Loan Agreement Funds.

(a) The following Loan Agreement Fund is hereby created and established as a Loan Agreement Fund to be held by the Indenture Trustee in connection with the Series 2016 Note:

(1) Series 2016 Project Fund; and

The amounts in such Loan Agreement Fund shall be held by the Indenture Trustee. All moneys or securities deposited with the Indenture Trustee pursuant to the Loan Agreement shall be held in trust and applied only in accordance with the provisions hereof and shall be considered trust funds for the purpose of this Loan Agreement.

(b) The following Loan Agreement Fund is hereby created and established as a Loan Agreement Fund to be held by the City in connection with the Series 2016 Note:

(1) Series 2016 Debt Service Fund

The amounts in such Loan Agreement Fund shall be held by the City. Moneys held by the City shall be deposited with one or more Depositories in accordance with applicable law.

(c) The following Loan Agreement Funds were established by the 2006 Loan Agreement for the 2006 Note and other bonds issued on parity with the 2006 Note to be held by the City, and will be utilized to account for the System Revenues securing the Loan:

(1) 2006 Debt Service Fund

(2) 2006 Revenue Fund;

(3) 2006 Operation and Maintenance Fund; and

(4) 2006 Contingent Fund.

(d) The following Loan Agreement Fund was established by the 2012 Loan Agreement for the 2012 Note and other bonds issued on parity with the 2012 Note to be held by the City, and will be utilized to account for the System Revenues securing the Loan:

(1) 2012 Debt Service Fund

(e) The following Loan Agreement Fund was established by the 2013 Loan Agreement for the 2013 Note and other bonds issued on parity with the 2013 Note to be held by the City, and will be utilized to account for the System Revenues securing the Loan:

(1) 2013 Debt Service Fund

The City may establish within any Loan Agreement Fund held by the City such accounts as shall be designated by this Loan Agreement, the 2006 Loan Agreement, the 2012 Loan Agreement, the 2013 Loan Agreement or in the written instructions of an Authorized City Representative and shall in like manner establish within any account such sub-accounts for the purposes of such accounts as shall be so designated.

SECTION 5.2. Series 2016 Project Fund.

(a) There shall be deposited into the Series 2016 Project Fund, the amounts required to be so deposited by the provisions of Section 3.1 hereof. There may also be paid into the Series 2016 Project Fund, at the option of the City, any moneys received by the City from any other source, unless required to be otherwise applied as provided by this Loan Agreement. All earnings on the investment of moneys in the Series 2016 Project Fund shall be deposited into the Series 2016 Project Fund and accumulated therein for the purposes set out in this Section 5.2.

(b) Except as otherwise provided in this Section, amounts in the Series 2016 Project Fund shall be applied only to pay the Costs of the Construction Project, Issuance Expenses to the extent not paid from the Bond Issuance Expense Account of the General Fund, to reimburse the City for certain expenditures and for the payment of any indebtedness incurred by the City for such purposes.

(c) To the extent that the amounts in any other Loan Agreement Fund are insufficient or unavailable therefor, amounts on deposit in the Series 2016 Project Fund may be applied to pay the Series 2016 Note when due, but only in the event that there shall have been filed with the Indenture Trustee (1) a Certificate of an Authorized City Representative in form and substance satisfactory to the Indenture Trustee stating (i) that the Net Revenues expected to be received thereafter together with such other specified amounts as are expected to be made available therefor by the City will be sufficient to pay in full all Outstanding Series 2016 Bonds when and as the same shall become due in accordance with their terms, and (ii) in reasonable detail, the basis for such certification, and (2) an Opinion of Counsel satisfactory to the Indenture Trustee that such payment will not result in a violation of any applicable existing law.

(d) At any time, the City may apply amounts in the Series 2016 Project Fund to the prepayment of the Series 2016 Note in accordance with its terms and the provisions of Section 9.2 hereof, but only to the extent that such amounts are not required to be retained therein for the purpose of meeting any existing obligations of the City as evidenced by the certificate of an Authorized City Representative.

(e) Upon full payment of the Existing Parity Debt, the monies remaining in the 2006 Debt Service Fund, the 2012 Debt Service Fund and the 2013 Debt Service Fund will be available to the City for any lawful purposes including making Basic Payments under this Loan Agreement. The 2006 Revenue Fund, the 2006 Operation and Maintenance Fund and the 2006 Contingent Fund shall be maintained and utilized for the System until full payment of the Series 2016 Bonds.

SECTION 5.3. 2006 Revenue Fund.

All System Revenues shall be set aside as collected by the City and shall be deposited into the 2006 Revenue Fund to be utilized for the purposes of accounting for the System Revenues. Monies in the 2006 Revenue Fund shall not be subject to lien or attachment by any creditor of the City, and shall be allocated and deposited by an Authorized City Representative to the extent available in the following order of preference in the following separate and special funds, without further direction of or action by the City:

(1) On the first day of each month, commencing in the first month after delivery of the Series 2016 Note and prior to making any withdrawal pursuant to subsection (2) hereof, the City shall withdraw from the 2006 Revenue Fund and deposit to the credit of the several Loan Agreement Funds the following amounts in the following order of priority:

FIRST, amounts shall be withdrawn from the 2006 Revenue Fund and deposited to the credit of the 2006 Operation and Maintenance Fund sufficient to pay Operating Expenses during such calendar month in accordance with the Annual Budget and in the event that the aggregate amounts deposited into such fund during the preceding months shall have been insufficient to pay all expenses, an amount sufficient to repay such deficiencies.

SECOND, (i) as long as the Parity Debt is outstanding, (a) a sum equal to one-sixth (1/6) of the next succeeding interest installments to become due on the 2006 Bonds and a sum equal to one-twelfth (1/12) of the principal amounts of the 2006 Bonds to become due on the next debt service dates for the 2006 Bonds all as set forth in the 2006 Loan Agreement shall be withdrawn and deposited to the credit of the 2006 Debt Service fund, (b) a sum equal to one-sixth (1/6) of the next succeeding interest installments to become due on the 2012 Bonds and a sum equal to one-twelfth (1/12) of the principal amounts of the 2012 Bonds to become due on the next debt service dates for the 2012 Bonds all as set forth in the 2012 Loan Agreement shall be withdrawn and deposited to the credit of the 2012 Debt Service fund, (c) a sum equal to one-sixth (1/6) of the next succeeding interest installments to become due on the 2013 Bonds and a sum equal to one-twelfth (1/12) of the principal amounts of the 2013 Bonds to become due on the next debt service dates for the 2013 Bonds all as set forth in the 2013 Loan Agreement shall be withdrawn and deposited to the credit of the 2013 Debt Service fund and (ii) an amount equal to one-sixth (1/6th) or such applicable fraction necessary to provide the interest due on the Outstanding Series 2016 Bonds on the next succeeding Interest Payment Date and one-twelfth (1/12th) or such applicable fraction necessary to provide the next installment of principal becoming due on the Series 2016 Bonds shall be withdrawn and deposited to the credit of the Series 2016 Debt Service Fund; provided however, that the obligation of the City to make any such deposit to the 2006 Debt Service Fund, the 2012 Debt Service Fund, the 2013 Debt Service Fund and the Series 2016 Debt Service Fund shall be reduced by the amount of any reduction under the 2006 Indenture, the 2012 Indenture, the 2013 Indenture and the Indenture, respectively, of the amount of any corresponding payment required to be made by the Bank thereunder; and provided that in the event the amount available shall not be sufficient to pay in full any particular installment of Parity Indebtedness, then to such payment ratably, according to the amounts due on such installments of Parity Indebtedness, to the persons entitled thereto, without any discrimination or privilege on the Parity Indebtedness.

THIRD, (i) there shall be withdrawn and deposited with the 2006 Indenture Trustee for deposit by the 2006 Indenture Trustee to the credit of the 2006 Debt Service Reserve Fund for the 2006 Bonds, the amount, if any, required to be paid into the 2006 Debt Service Reserve Fund in order to ensure that the amount on deposit therein equals the 2006 Debt Service Reserve Requirement as established by the 2006 Loan Agreement and the 2006 Indenture, (ii) there shall be withdrawn and deposited with the 2012 Indenture Trustee for deposit by the 2012 Indenture Trustee to the credit of the 2012 Debt Service Reserve Fund for the 2012 Bonds, the amount, if any, required to be paid into the 2012 Debt Service Reserve Fund in order to ensure that the amount on deposit therein equals the 2012 Debt Service Reserve Requirement as established by the 2012 Loan Agreement and the 2012 Indenture; (iii) there shall be withdrawn and deposited with the 2013 Indenture Trustee for deposit by the 2013 Indenture Trustee to the credit of the 2013 Debt Service Reserve Fund for the 2013 Bonds, the amount, if any, required to be paid into the 2013 Debt Service Reserve Fund in order to

ensure that the amount on deposit therein equals the 2013 Debt Service Reserve Requirement as established by the 2013 Loan Agreement and the 2013 Indenture; and (iv) there shall be withdrawn and deposited with the Indenture Trustee for deposit by the Indenture Trustee to the credit of the Debt Service Reserve Fund for the Series 2016 Bonds, the amount, if any, required to be paid into the Debt Service Reserve Fund in order to ensure that the amount on deposit therein equals the Debt Service Reserve Requirement as established by the provisions of the Loan Agreement and the Indenture.

FOURTH, any excess System Revenues, not otherwise required for any of the above Loan Agreement Funds shall be paid into the 2006 Contingent Fund and when necessary, transferred to the 2006 Operation and Maintenance Fund at the discretion of the City to cover any deficiency therein or for any expenditure as a result of an unforeseen circumstance and utilized by the City for Capital projects for the system as set forth in the City's budget for the System.

For purposes of calculating the amounts required to be withdrawn and deposited to the credit of the 2006 Debt Service Fund, the 2012 Debt Service Fund, the 2013 Debt Service Fund and the Series 2016 Debt Service Fund pursuant to the Second item above, the City shall take into account the earnings on the investment of such Loan Agreement Fund on the day before any Interest Payment Date for the 2006 Bonds, the 2012 Bonds, the 2013 Bonds and the Series 2016 Bonds, respectively which investment earnings shall be valued by the City, and the amount required to be withdrawn and deposited to the credit of the 2006 Debt Service Fund, the 2012 Debt Service Fund, the 2013 Debt Service Fund and the Series 2016 Debt Service Fund, respectively pursuant to the Second item above for the month next succeeding any such six-month period and said amount shall be reduced by the amount of such earnings.

(2) Any amount remaining in the 2006 Revenue Fund after making all payments and deposits required by subsection (1) hereof including any deficiency in payments required hereunder for prior months shall be paid to the 2006 Contingent Fund and used as provided in Section 5.6.

If directed by the Issuer, by the first day of each month, the City shall provide to the Indenture Trustee a Certificate executed by an Authorized City Representative stating (a) that the necessary deposits to the funds as required under this Section 5.3 for the preceding month have been made; (b) the amount of such deposit to each fund as required by this Section 5.3 for the preceding month; and (c) the current balance of each fund as of the end of the preceding month.

SECTION 5.4. Series 2016 Debt Service Fund.

Pursuant to the terms and conditions of this Loan Agreement, the City shall pay out of the Series 2016 Debt Service Fund to the Indenture Trustee (i) on the first day of each month for deposit in the General Account of the General Fund under the Indenture for any Outstanding Series 2016 Bonds the amounts transferred from the 2006 Revenue Fund to the Series 2016 Debt Service Fund on the first day of each month to provide sufficient funds required for the payment of the principal of and the interest due on the Outstanding Series 2016 Bonds five (5) days prior

to such Interest Payment Date; and the amounts required for the payment of the purchase or Redemption Price of plus accrued interest, the Outstanding Series 2016 Bonds being redeemed or purchased for retirement, and in each such case, such amounts shall be applied by the Indenture Trustee to such payments.

SECTION 5.5. 2006 Operation and Maintenance Fund.

In addition to amounts required to be deposited in the 2006 Operation and Maintenance Fund pursuant to Section 5.3(1) hereof, there may also be deposited in the 2006 Operation and Maintenance Fund, at the option of the City, any other moneys of the City, unless required to be otherwise applied as provided by this Loan Agreement. Moneys in the 2006 Operation and Maintenance Fund shall be applied by the City to the payment of Operating Expenses as they accrue in accordance with the Annual Budget. Any amount in such Loan Agreement Fund in excess of the amount required to make the aforesaid payments may be transferred and deposited to any other Loan Agreement Fund or Loan Agreement Funds pursuant to the priorities established in Section 5.3 hereof.

SECTION 5.6. 2006 Contingent Fund.

Funds in the 2006 Contingent Fund may be (i) transferred to the 2006 Operation and Maintenance Fund at the discretion of the City to cover any deficiency therein or for any expenditure as a result of an unforeseen circumstance; and (ii) utilized by the City for capital projects for the System as set forth in the City's budget for the System.

SECTION 5.7. Investment of Moneys Held by Any Fiduciary.

(a) Moneys in all Loan Agreement Funds shall be invested to the fullest extent possible in Investment Securities, provided that the maturity date or the date on which such Investment Securities may be redeemed at the option of the holder thereof shall coincide as nearly as practicable with (but in no event later than) the date or dates on which moneys in the Loan Agreement Funds for which the investments were made will be required for the purpose thereof.

(b) Amounts credited to a Loan Agreement Fund may be invested, together with amounts credited to one or more other Loan Agreement Funds in the same Investment Security or Investment Securities, provided that (i) each such investment complies in all respects with the provisions of subsection (a) hereof as they apply to each Loan Agreement Fund for which the joint investment is made and (ii) the Fiduciary or the City maintains separate records for each Loan Agreement Fund and such investments are accurately reflected therein.

(c) Any Fiduciary may make any investment permitted by this Section 5.7 through its own investment department.

(d) In computing the amount in any Loan Agreement Fund, obligations purchased as an investment of moneys therein shall be valued at par or, if purchased at other than par, at their Amortized Value, in either event inclusive of accrued interest.

(e) The income or interest earned by or increment to, all Loan Agreement Funds due to the investment thereof shall be retained, transferred or paid as follows:

(1) Earnings of the Series 2016 Project Fund shall be retained in the Series 2016 Project Fund and applied toward the purposes set forth in Section 5.2 hereof.

(2) Earnings of the 2006 Revenue Fund shall be applied as necessary to payments and allocations required by Section 5.3 in the order of priority set forth therein.

(3) Earnings of the Series 2016 Debt Service Fund shall be retained therein and applied toward the purposes set forth in Section 5.4.

(4) Earnings of the 2006 Operation and Maintenance Fund shall be retained therein and applied as necessary to reduce any subsequent payments and allocations required by Section 5.3 to the 2006 Operation and Maintenance Fund pursuant to the Annual Budget.

(5) Earnings on funds in the 2006 Contingent Fund shall be retained therein and applied as set forth in Section 5.6 herein.

(f) The City or any Fiduciary shall sell at the best price obtainable, or present for redemption, any obligation purchased by it as an investment whenever it shall be necessary in order to provide moneys to meet any payment or transfer from the Loan Agreement Fund for which such investment was made.

SECTION 5.8. Liability of Fiduciaries for Investments.

A Fiduciary shall not be liable or responsible for the making of any investment authorized by the provisions of this Article V in the manner provided in this Article V or for any loss resulting from any such investment so made, except for its own gross negligence or willful misconduct.

ARTICLE VI

PROJECT COVENANTS

SECTION 6.1. Affirmative Covenants of the City.

Until the termination date and thereafter until no amount is due or owing to the Issuer hereunder, the City shall comply with each of the covenants, undertakings and agreements set forth in this Article VI unless the Indenture Trustee and Issuer shall otherwise consent in writing, which consent may be withheld in their sole and absolute discretion.

SECTION 6.2. Construction Project and System Operation and Maintenance.

(a) The City shall at all times operate, or cause to be operated, the System properly and in accordance with all applicable state and federal regulations with good operating procedures applicable to all similar facilities and in a sound, efficient and economical manner so

as to ensure that capacity is available, and shall maintain, preserve, and keep the same or cause the same to be maintained, preserved, and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make, or cause to be made, all ordinary, necessary and proper repairs, replacements and renewals so that at all times the operation of the System may be properly and advantageously conducted, and, if any useful part of the System is damaged or destroyed, the City shall, as expeditiously as may be possible, commence and diligently prosecute the ordinary replacement or reconstruction of such part so as to restore the same to use.

(b) The City shall have the right to make, amend, and enforce reasonable rules and regulations necessary for the operations of the System which are not inconsistent with the terms, rights, and obligations under this Loan Agreement, the 2006 Loan Agreement, the 2012 Loan Agreement, the 2013 Loan Agreement or the Act.

(c) The City shall pay all taxes and assessments or other municipal or governmental charges, if any, lawfully levied or assessed upon or in respect of the Construction Project and the System, or upon any part thereof or upon any revenue therefrom, when the same shall become due, and shall duly observe and comply with all valid requirements of any municipal or governmental authority relative to any part of the Construction Project and the System, and shall not create or suffer to be created any lien or charge upon the Construction Project and the System or any part thereof, or upon the System Revenues therefrom, except the pledge and lien created by the 2006 Loan Agreement, the 2012 Loan Agreement and the 2013 Loan Agreement for the Existing Parity Debt, and this Loan Agreement for the payment of the Series 2016 Note. The City shall pay or cause to be paid, or will make adequate provisions to satisfy and discharge within sixty (60) days after the same shall accrue, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the Construction Project or any part thereof or on the Net Revenues. Nothing in this Section contained shall require the City to pay or cause to be discharged, or make provision for, any such lien or charge, so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings.

(d) The City shall employ a Consulting Engineer, whose duties shall be to make any certificates and perform any other acts required or permitted of the Consulting Engineer as may be required by the City or as otherwise provided under this Loan Agreement and to supervise the construction of the Construction Project. If requested by the Bank or Indenture Trustee, copies of the reports of the Consulting Engineer and of the advice, recommendations and estimates made as hereinabove provided shall be filed by the City with the Indenture Trustee.

(e) The City shall at all times maintain with responsible insurers all such insurance as is customarily maintained with respect to water and sewer system facilities of like character against loss of or damage to the Construction Project and System and against loss of System Revenues and against public and other liability to the extent reasonably necessary to protect the interests of the City and the Bondholders. If any useful part of the Construction Project or System shall be damaged or destroyed, the City shall, as expeditiously as may be possible, commence and diligently prosecute the repair or replacement of the damaged property so as to restore the same to use. The proceeds of any such insurance shall be payable to the City and (except for proceeds of use and occupancy insurance) shall be applied to the necessary costs

involved in such repair and replacement and, to the extent not so applied, shall (together with proceeds of any such use and occupancy insurance) be deposited in the Redemption Account of the General Fund held by the Indenture Trustee and applied as a prepayment of the Series 2016 Note pursuant to the Loan Agreement. In the event that the costs of such repair and replacement of the damaged property exceed the proceeds of such insurance available for payment of the same, moneys in the 2006 Contingent Fund shall be used to the extent necessary for such purposes.

The City shall pay all expenses of the operation and maintenance of the System, including, but without limitation, adequate insurance thereon and insurance against all liability for injury to persons or property arising from the operation thereof, and all taxes and special assessments levied upon or with respect to the System and the Construction Project and payable during the Term of this Loan Agreement.

SECTION 6.3. Transfer of City's Interest in the Construction Project and/or the System.

The City shall not:

(1) directly or indirectly sell, assign, transfer, convey, lease or dispose of the Construction Project and/or the System, or any part thereof or any interest or estate therein, whether legal, equitable, beneficial or possessory including, but not limited to, (i) any conveyance into trust or (ii) any conveyance, sale or assignment of the beneficial interest in any trust holding title to the Construction Project and/or the System; or

(2) subject or permit the Construction Project and/or the System or any portion thereof or interest therein (whether legal, equitable, beneficial or otherwise) or estate in any thereof (including the right to receive the revenues therefrom) directly or indirectly, to any mortgage, deed of trust, lien, claim, security interest, encumbrance or right.

SECTION 6.4. Covenants in Bond Documents.

The City shall keep and perform all covenants and agreements set forth in the Indenture and each and every other Bond Document, which covenants are incorporated herein by reference as if fully set forth herein.

SECTION 6.5. Conduct of Governmental Operations.

The City shall maintain its existence as a political subdivision organized and validly existing under the Constitution and laws of the State of Mississippi. The City shall maintain in full force and effect all licenses, bonds, leases, contracts and other rights necessary to the operation of the System, and will comply and cause the Construction Project and the System to comply with all applicable laws and regulations of any federal, state or local governmental authority, except for such laws and regulations, the violation of which would not, in the aggregate, have a material adverse effect on the City's or System's financial condition or the results of the operations of the System.

SECTION 6.6. Payment of Indebtedness.

The City shall pay any indebtedness for which it is liable when due and shall not permit any default to occur under any document evidencing or securing any such indebtedness.

SECTION 6.7. Performance of Obligations.

The City shall observe and perform its obligations under this Loan Agreement, the Series 2016 Note, the other Bond Documents and the other agreements relating to the transaction contemplated hereby to which it is a party or by which it is bound and shall not suffer or permit any default or Event of Default to exist hereunder or thereunder. The City shall use its good faith efforts to cause the other parties to the other Bond Documents to deliver notices and documents required to be delivered to the Issuer and cause such parties to observe and perform those obligations and covenants contained in the Bond Documents required to be observed and performed thereunder.

SECTION 6.8. Environmental Indemnity.

Without limitation on any other provision hereof or in the other Bond Documents, the City hereby agrees to indemnify and hold the Indenture Trustee and the Issuer harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any kind whatsoever (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any of the following (collectively, "Environmental Laws"): the Comprehensive Environmental Response, Compensation, and Liability Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, now or hereafter in force, regulating, relating to, or imposing liability or standards of conduct concerning any hazardous material claim, incurred, suffered by or asserted against the Issuer and/or the Indenture Trustee as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of, the City: (i) the presence of any hazardous material on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release of any hazardous material at (A) the Construction Project and/or the System, or any part of either of them, (B) any other real property in which the City holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust, the beneficial interest in which is owned, in whole or in part, by the City), or (C) an off-site location if the liability or obligation relates to the prior generation or use of hazardous material at the System, or (ii) any liens against the Construction Project and/or the System, or any part of either of them, permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligations of the City under any Environmental Laws, or (iii) any actual or asserted liability or obligations of the Issuer under any Environmental Law relating to the System or the City's, or any predecessors' possession, use or activities at or relating to the System. Notwithstanding any other provision of this Loan Agreement, the covenants, indemnities and obligations provided for in this subparagraph shall be continuing and shall survive the payment, performance, satisfaction, discharge, cancellation, termination and release of the other obligations of the City under this Loan Agreement.

Without limitation on any other provision hereof, the City shall use and maintain the Construction Project and the System or cause the Construction Project and the System to be used and maintained in accordance and compliance with all applicable Environmental Laws.

SECTION 6.9. Annual Budget.

The City shall, if requested, not less than sixty (60) days before the beginning of any Fiscal Year, prepare and file with the Indenture Trustee its Annual Budget showing estimated Operating Expenses, debt service and System Revenues for the System for such Fiscal Year. The City shall prepare such Annual Budget for the System on the basis of monthly requirements so that it will be possible to determine from such budget the estimated Operating Expenses for each month of the Fiscal Year. Such Annual Budget may set forth such additional material as the City may determine and may be amended during the Fiscal Year if determined necessary by the City or as a result of unforeseen circumstances.

SECTION 6.10. Limitations on Operating Expenses.

The City shall not incur Operating Expenses in any year in excess of the reasonable and necessary amount thereof and shall not expend any amount or incur any indebtedness for maintenance, repair and operation in excess of the amounts provided for Operating Expenses in the Annual Budget, if any, then in effect. Nothing in this Section contained shall limit the amount which the City may expend for Operating Expenses in any Fiscal Year, provided any amounts expended therefor in excess of the Annual Budget shall be received from the Contingent Fund or some other source other than System Revenues.

SECTION 6.11. Rates and Charges.

(a) The City shall with respect to all direct or indirect connection with, and all use and services of, the System and the Construction Project, make, impose, charge and collect service rates, charges and other fees in accordance with Section 21-27-23, Mississippi Code of 1972, as amended and in accordance with those rate covenants in the 2006 Loan Agreement, the 2012 Loan Agreement, the 2013 Loan Agreement and this Loan Agreement until payment in full of the Existing Parity Debt and the Series 2016 Note, respectively, and discharge of the obligations of the City under the 2006 Loan Agreement, the 2012 Loan Agreement, the 2013 Loan Agreement and this Loan Agreement.

(b) Except as provided in subsection (c) below, the schedule of rates, charges and fees for services furnished by the System and the Construction Project will not be revised so as to result in a decrease of System Revenues.

(c) The schedule of rates, charges and fees referred to in subsection (b) of this Section will not be reduced unless:

(1) the amount then on deposit in the Debt Service Reserve Fund shall not be less than an amount equal to the Debt Service Reserve Requirement required to be on deposit therein pursuant to the Indenture; and

(2) the Net Revenues for the preceding Fiscal Year shall be certified by an Independent Accountant to have been not less than one hundred five percent (105%) of the Debt Service Payments on all Parity Indebtedness, and payments, if any, required to be made to the credit of the Debt Service Reserve Fund for the Parity Indebtedness.

(d) No later than sixty (60) days after the end of each Fiscal Year, the rates, charges and fees established for the System and the Construction Project will be reviewed by the City and will be adjusted whenever necessary or proper so that the Net Revenues in each Fiscal Year will not be less than one hundred five percent (105%) of the aggregate of all debt service payments on the Parity Debt and the Debt Service Payments on the Series 2016 Note and the payments, if any, required to be made to the credit of the 2006 Debt Service Fund for the 2006 Bonds, the 2012 Debt Service Fund for the 2012 Bonds, the 2013 Debt Service Fund for the 2013 Bonds and the Debt Service Reserve Fund for the Series 2016 Bonds and all other required fund allocations and other payments provided for in the 2006 Loan Agreement, the 2012 Loan Agreement, the 2013 Loan Agreement and this Loan Agreement and the Parity Debt and the Series 2016 Note; provided, however, the City may make rate increases at any time during the Fiscal Year if such increases in rates are necessary to pay debt service.

(e) If requested by the Bank or Indenture Trustee, copies of every schedule of charges, rates and fees and revisions thereof, prescribed or adopted by the City shall be promptly filed with the Indenture Trustee.

SECTION 6.12. Accounts and Periodical Reports and Certificates.

(a) The City shall keep or cause to be kept proper records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the System and the Construction Project or under this Loan Agreement and which, together with all other records of the City including insurance policies, shall at all reasonable times be subject to the inspection of the Indenture Trustee, the Bank or the Holder or Holders of not less than five percent (5%) in principal amount of the Series 2016 Bonds then Outstanding or their attorneys duly authorized in writing.

(b) The City shall annually, if requested, within one hundred and twenty (120) days after the close of each Fiscal Year, file with the Bank and the Indenture Trustee an Annual Report for said Fiscal Year, accompanied by an Independent Accountant's Certificate as to the examination of the financial statements therein (describing such statements as fairly presenting the information set forth therein in conformity with generally accepted accounting principles and the provisions of this Loan Agreement), relating to the System and the Construction Project and including statements in reasonable detail of: (i) the financial condition as of the end of such Fiscal Year and income and expenses for such Fiscal Year, (ii) the number of users of the System and the Construction Project for such Fiscal Year and of the service charges, annual charges and other revenues collected in such Fiscal Year, (iii) Operating Expenses and the rates or service charges for such Fiscal Year and (iv) with respect to each Loan Agreement Fund created by or set forth in this Loan Agreement and held by the City, the receipts therein and disbursements therefrom during such Fiscal Year and the amounts held therein at the end of such Fiscal Year.

SECTION 6.13. Sale or Encumbrance.

No part of the Construction Project or the System shall hereafter be sold, leased, mortgaged, pledged, encumbered or otherwise disposed of, except that the City may sell, exchange or lease at any time and from time to time any property or facilities constituting part of the Construction Project or the System and not useful or necessary in the construction, reconstruction or operation thereof or the costs of which have been paid from sources other than the proceeds of the Series 2016 Note, but any proceeds of any such sale or exchange received and not used to replace the property so sold or exchanged shall be deposited and treated in all respects as System Revenues, and any proceeds of any such lease received shall be deposited as System Revenues. However, the City shall have the right to enter into equipment leases which relate to the Construction Project or the System whereby the equipment under each such individual lease is the sole collateral pledged to repay the lease.

SECTION 6.14. Indebtedness and Liens.

Except as set forth in Section 6.16 herein, the City shall not issue any bonds, notes or other evidences of indebtedness, other than the Series 2016 Note and the Parity Debt secured by a pledge of or other lien or charge on the Net Revenues and shall not create or cause to be created any liens or charge on such Net Revenues or on any amounts held by any Fiduciary under this Loan Agreement; but this Section shall not prevent the City from issuing notes payable from the proceeds of bonds or notes or other obligations of the City for the purposes of the City payable out of, or secured by a pledge of, Net Revenues to be derived on and after such date as the pledge of the Net Revenues provided herein and the Series 2016 Note shall be discharged and satisfied as provided in Section 9.2, or from issuing bonds or notes or other obligations for the purposes of the City which are payable out of or secured by the pledge of amounts available therefor pursuant to Section 5.3(c) and which recite on their face that such pledge of said amount is and shall be in all respects subordinate to the provisions of this Loan Agreement and the Series 2016 Note and the lien and pledge, if any, created by this Loan Agreement and the Series 2016 Note.

SECTION 6.15. Competitive Facilities.

The City shall not hereafter construct, acquire or operate, or permit, or, to the extent permitted by law, consent to the construction, acquisition or operation of, any plants, structures, facilities or properties which may compete or tend to compete with the System or the Construction Project; except that nothing in this Loan Agreement contained shall prevent the City from giving its permission or consent to the construction, acquisition or preparation in the area serviced by the System or the Construction Project by a Person of facilities for the provision of utility services which the City shall determine are not economically feasible for it to construct or acquire at such time, but which, if constructed or acquired by the City, would carry out the purposes of the City and the Construction Project and such facilities pursuant to the terms of such permission or consent will become a part of the Construction Project upon notice to such person by the City, either (i) without any cost to or payment by the City, or (ii) upon payment of such amount or cost as the City shall determine to be proper in the circumstances.

SECTION 6.16. Issuance of Parity Indebtedness or Subordinate Indebtedness.

(a) The City shall not issue additional Parity Indebtedness unless:

(1) prior to such issuance, for any additional Parity Indebtedness, the accounts in the Debt Service Reserve Fund contained in the Indenture shall contain the amounts then required to be on deposit therein;

(2) no default or Event of Default shall have occurred and be continuing under this Loan Agreement, the Series 2016 Note or under the Indenture; and

(3) the Net Revenues available for debt service payments for a period of twelve (12) consecutive months of the eighteen (18) months preceding the month in which such additional Parity Indebtedness is issued are certified by an Independent Accountant to have been at least equal to one hundred five percent (105%) of the highest annual Debt Service Payments in any succeeding Note Year on the Series 2016 Note and any Parity Indebtedness (including the Parity Indebtedness proposed to be issued); or in lieu of the foregoing formula, if a new schedule of rates, fees and charges for services, facilities and commodities of the System shall have been adopted and an Independent Accountant shall certify that had such new rate schedule been in effect during the applicable period, the Net Revenues available for debt service payments would have at least equaled one hundred five percent (105%) of the highest annual debt service payment on the Parity Note in any succeeding Parity Note Year and the debt service payments in any succeeding Note Year on the Series 2016 Note and any other Parity Indebtedness (including the Parity Indebtedness proposed to be issued).

(b) The City also reserves the right to issue indebtedness secured by liens and pledges of revenues and proceeds subject and subordinate to the lien securing Parity Indebtedness.

SECTION 6.17. Enforcement of Collections.

(a) The City will diligently enforce and collect all fees, rentals or other charges for the services and facilities of the System, and take all steps, actions and proceedings for the enforcement and collection of such fees, rentals or other charges which shall become delinquent to the full extent permitted or authorized by the laws of the State.

(b) The City will, to the full extent permitted by law, under reasonable rules and regulations, shut off and discontinue the supplying of the services and facilities of the System for the non-payment of fees, rentals or other charges for said services, and will not restore said services until all delinquent charges, together with interest and reasonable penalties, have been paid in full.

ARTICLE VII

DAMAGE, DESTRUCTION AND CONDEMNATION

SECTION 7.1. Damage and Destruction.

If there are any Outstanding Series 2016 Bonds when the Construction Project and/or the System is damaged or destroyed by fire or other casualty, the City shall restore the Construction Project and/or the System to the condition which existed immediately prior to the casualty, damage or destruction or exercise its right to prepay as set forth in Section 9.2.

ARTICLE VIII

CITY'S COVENANTS

SECTION 8.1. Covenants for the Benefit of the Indenture Trustee and the Bondholders.

The City recognizes the authority of the Issuer to assign its interest in and pledge monies receivable under this Loan Agreement (other than certain payments required to be made to the Issuer under Sections 4.4, 6.8, 8.4, 10.5, 12.8 and 12.11) to the Indenture Trustee as security for the payment of the principal of and interest and redemption premiums, if any, on the Series 2016 Bonds, and the payment of all fees and expenses of the Indenture Trustee; and hereby agrees to be bound by, and joins with the Issuer in the grant of a security interest to the Indenture Trustee in any rights and interest the City may have in sums held in the Funds described in Article VI pursuant to the terms and conditions of the Indenture, all as to secure payment of the Series 2016 Bonds. Each of the terms and provisions of this Loan Agreement is a covenant for the use and benefit of the Indenture Trustee and the Holders of the Series 2016 Bonds, so long as any thereof shall remain Outstanding; but upon payment in full of the Series 2016 Bonds in accordance with Article IX of the Indenture and of all fees and charges of the Indenture Trustee and paying agent, all references in this Loan Agreement to the Series 2016 Bonds, the Holders thereof and the Indenture Trustee shall be ineffective, and neither the Indenture Trustee nor the Holders of any of the Series 2016 Bonds shall thereafter have any rights hereunder, save and except those that shall have theretofore vested or that arise from provisions hereunder which survive termination of this Loan Agreement.

SECTION 8.2. Inspection and Access.

The City agrees that the Issuer, the Indenture Trustee, and their duly authorized agents shall have the right at all reasonable times to examine and inspect the Construction Project and the System and all books and records of the City related thereto and for that purpose to enter upon the Construction Project and the System after notice, and shall also have such right of access thereto as may be reasonably necessary to cause the Construction Project and the System to be properly maintained in accordance with Article VI.

SECTION 8.3. Certificate of Compliance and Other Reports.

The City will at the request of the Indenture Trustee, and at the City's expense, furnish to the Indenture Trustee and Issuer at such times and in such form as the Indenture Trustee may reasonably require a copy of reports containing such information as is necessary to comply with any lawful reporting or continuing registration requirements imposed by any agency of the State of Mississippi under the Act, the Mississippi Blue Sky Laws or any other applicable state law as it now exists or may hereafter be amended or any agency of any other state in which the Series 2016 Bonds have been sold, or such information as necessary to comply with federal securities law.

SECTION 8.4. Indemnification.

The City will, to the fullest extent permitted by law, protect, indemnify and save the Issuer and Indenture Trustee and their elected and appointed officials, board members, officers, agents, and employees and any person who controls the Issuer or Indenture Trustee within the meaning of the Securities Act of 1933, harmless from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Issuer), taxes, causes of action, suits, claims, demands and judgments of any nature arising from:

(1) any injury to or death of any person or damage to property in or upon the Construction Project or the System or growing out of or connected with the use, non-use, condition or occupancy of the Construction Project, the System or any part thereof, including any and all acts or operations relating to the acquisition or installation of property or improvements. The foregoing indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the City, customers, suppliers or affiliated organizations under any Workers' Compensation Acts, Disability Benefit Acts or other employee benefit acts;

(2) violation of any agreement, provision or condition of this Loan Agreement, the Series 2016 Bonds or the Indenture except a violation by the Issuer or the Trustee;

(3) violation by the City of any contract, agreement or restriction relating to the Construction Project or the System which shall have existed at the commencement of the Term of this Loan Agreement or shall have been approved by the City;

(4) violation by the City of any law, ordinance, court order or regulation affecting the Construction Project, the System or any part thereof or the ownership, occupancy or use thereof; and

(5) any untrue statement or alleged untrue statement of a material fact contained in any offering material relating to the sale or remarketing of the Series 2016 Bonds (as from time to time amended or supplemented) or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, or failure to properly register or otherwise qualify the sale of the Series 2016 Bonds or failure to

comply with any licensing or other law or regulation which would affect the manner whereby or to whom the Series 2016 Bonds could be sold.

Promptly after receipt by the Issuer or any such other indemnified person, as the case may be, of notice of the commencement of any action with respect to which indemnity may be sought against the City under this Section, such person will notify the City in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the City shall assume the defense of such action (including the employment of counsel, who shall be counsel reasonably satisfactory to the Issuer, or such other person as the case may be, and the payment of expenses). Insofar as such action shall relate to any alleged liability with respect to which indemnity may be sought against the City, the Issuer or any such other indemnified person shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of the City unless the employment of such Counsel has been specifically authorized by the City. The City shall not be liable to indemnify any person for any settlement of any such action effected without its consent.

The provisions of this Section 8.4 shall survive the payment and discharge of the Series 2016 Bonds.

SECTION 8.5. Reserved.

ARTICLE IX

CITY'S OPTIONS

SECTION 9.1. Assignment and Transfer.

The City shall not transfer, convey or assign any interest in the Construction Project, except in accordance with Section 6.3 hereof.

SECTION 9.2. Prepayment of the Series 2016 Note and Termination of the Loan Agreement.

(a) Unless an Event of Default has occurred and is continuing, the City shall have the option to direct the Indenture Trustee to call for redemption prior to maturity the Outstanding Series 2016 Bonds, in whole or in part, as provided in Section 4.01(a) of the Indenture. The Series 2016 Bonds to be redeemed shall be redeemed at a price equal to their principal amount plus accrued interest as set forth in Section 4.01(a) of the Indenture upon not less than thirty (30) but not more than forty-five (45) days prior written notice. The Series 2016 Bonds are also subject to redemption from funds transferred from the Loan Account to the Redemption Account under the Indenture, funds transferred from the Series 2016 Project Fund to the Redemption Account upon completion of the Construction Project and payment of all costs of the Construction Project or from proceeds received upon the sale or prepayment prior to the stated maturity of the Series 2016 Note upon a default under the Series 2016 Note, and acceleration thereof, pursuant to Section 4.01(b) of the Indenture. In the event the Series 2016 Bonds are

called for redemption in whole or in part under the Indenture, a Basic Payment shall be made by the City in the amount of principal plus accrued interest and all other fees due hereunder and under the Indenture to effectuate said redemption; however, any Basic Payment for a prepayment of the Series 2016 Notes under this Loan Agreement will be subject to the lien on System Revenues of the Parity Debt until payment in full of the Parity Debt.

(b) If, after the City exercises its option to redeem all Series 2016 Bonds, no Series 2016 Bonds remain Outstanding, the Indenture is discharged, and the City has satisfied all of its obligations hereunder and under the Series 2016 Note, the Indenture Trustee and the Issuer shall execute and deliver to the City such instruments as the City reasonably determines are necessary to terminate this Loan Agreement. All further obligations of the City hereunder, except as set forth in Sections 8.4 and 12.10, shall thereupon terminate.

(c) The City shall pay to the Indenture Trustee at least five (5) days prior to the Discharge Date, an amount equal to the Indenture Trustee's and paying agent's fees and expenses under the Indenture, accrued and to accrue until final payment and redemption of the Series 2016 Bonds and all other advances, fees, costs and expenses reasonably incurred and to be incurred on or before the termination date by the Indenture Trustee and paying agent under the Indenture and by the Issuer under this Loan Agreement.

(d) On the termination date, a closing shall be held at the principal office of the Indenture Trustee, or any other office mutually agreed upon.

Upon termination of this Loan Agreement as provided for in this Section 9.2, the Issuer will cause the Indenture Trustee to deliver a release of the Indenture and the estate created by this Loan Agreement and the Series 2016 Note, and all further obligations of the City hereunder, except under Sections 6.8, 8.4, 10.5, 12.8 and 12.11, shall thereupon terminate, provided, however, that the City shall also remain obligated to pay or reimburse the Issuer and Indenture Trustee for the payment of all other fees, costs and expenses unaccounted for in the sum paid in accordance with subsection (c) above and reasonably incurred before or subsequent to such closing in connection with the Series 2016 Bonds.

SECTION 9.3. Direction of Investments.

Except during the continuance of an Event of Default, the City shall have the right during the Term of this Loan Agreement to direct the Indenture Trustee to invest or reinvest all monies held for the credit of the Funds established by Article VI of the Indenture and Article V of this Loan Agreement in such securities as are authorized by law for such funds, subject, however, to the further conditions of Article VIII of the Indenture.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

SECTION 10.1. Events of Default.

Any one or more of the following events is an Event of Default under this Loan Agreement, and the term "Event of Default," wherever used herein, means any one of the

following events, whatever the reason for such default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body:

(1) if the City shall fail to pay any Basic Payments due under this Loan Agreement;

(2) if there is a declaration or proceeding in bankruptcy regarding the City;

(3) if the City shall fail to pay any Additional Charges on or before the date that the payment is due and shall continue to be in arrears for five (5) days after the due date thereof;

(4) if the City shall fail to observe and perform or shall breach any other covenant, condition or agreement on its part under this Loan Agreement for a period of fifteen (15) days after mailing of a notice to it by the Issuer or the Indenture Trustee, specifying such default or breach and requesting that it be remedied; and provided that if the failure stated in the notice cannot be corrected within fifteen (15) days, the Issuer and Indenture Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the City within said fifteen (15) days and is diligently pursued, for an additional thirty (30) days;

(5) if the City shall be dissolved;

(6) if any representation or warranty made by the City herein, or by an officer or representative of the City in any document or certificate furnished the Indenture Trustee or the Issuer in connection herewith or therewith or pursuant hereto or thereto, shall prove at any time to be, in any material respect, incorrect or misleading as of the date made; and/or

(7) the occurrence of an event of default under any other Bond Document which is not cured within the time period provided therefor, if any.

SECTION 10.2. Remedies.

(a) Whenever any Event of Default specified in Section 10.1(1) shall have happened and be continuing, the Indenture Trustee shall, declare all the Basic Payments payable for the remainder of the Term of this Loan Agreement (an amount equal to that necessary to pay in full the Series 2016 Note and the interest thereon assuming acceleration of the Series 2016 Bonds under the Indenture and to pay all other indebtedness thereunder) to be immediately due and payable whereupon the same shall become immediately due and payable by the City to the Indenture Trustee, but only if the acceleration of payment of Series 2016 Bonds has been declared by the Indenture Trustee under Section 10.02 of the Indenture.

(b) Whenever any Event of Default shall have occurred and be continuing any one or more of the following remedial steps may also be taken to the extent permitted by law:

(1) the Indenture Trustee or the Issuer may take whatever action at law or in equity may appear necessary or appropriate to collect all sums then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement, covenant, representation or warranty of the City, under this Loan Agreement, the Series 2016 Note or any related instrument; or to otherwise compensate the Issuer, Indenture Trustee or Bondholders for any damages on account of such Event of Default; and

(2) the Issuer with prior notice to the Indenture Trustee (without the prior written consent of the Indenture Trustee if the Indenture Trustee is not enforcing the Issuer's right in a manner to protect the Issuer or is otherwise taking action that brings adverse consequences to the Issuer) may take whatever action at law or in equity may appear necessary or appropriate to enforce its rights of indemnification under Section 8.4 hereof and to collect all sums then due and thereafter to become due to the Issuer under Sections 4.4, 6.8, 8.4, 10.5, 12.8 and 12.11 of this Loan Agreement. Notwithstanding the foregoing, the Issuer is not precluded from exercising any of its rights reserved to it as set forth in this Section, even if the Indenture Trustee is exercising the rights of the Issuer hereunder.

SECTION 10.3. Disposition of Funds.

Any amounts collected pursuant to action taken under Section 10.2 (other than sums collected for the Issuer on account of its rights to indemnification and certain direct payments to be made to the Issuer under Sections 4.4, 8.4 and 10.5 hereof) shall be applied in accordance with the provisions of the Indenture.

SECTION 10.4. Nonexclusive Remedies.

No remedy herein conferred upon or reserved to the Issuer or Indenture Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Indenture Trustee 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 herein expressly required or be required by law.

SECTION 10.5. Attorneys' Fees and Expenses.

If an Event of Default shall exist under this Loan Agreement and the Issuer or the Indenture Trustee should employ attorneys or incur other expenses for the collection of any amounts due hereunder, or the enforcement of performance of any obligation or agreement on the part of the City, the City will upon demand pay to the Issuer or the Indenture Trustee the reasonable fees of such attorneys and such other expenses so incurred.

SECTION 10.6. Effect of Waiver.

In the event any agreement contained in this Loan Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

SECTION 10.7. Waiver of Stay or Extension.

The City covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any appraisement, valuation, stay, or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Loan Agreement; and the City (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Issuer or the Indenture Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

SECTION 10.8. Issuer May File Proofs of Claim.

In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the City, the System or the Construction Project, the Indenture Trustee or the Issuer with the prior consent of the Indenture Trustee shall be entitled and empowered, by intervention in such proceeding or otherwise,

(1) to file and prove a claim and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Issuer and the Indenture Trustee (for themselves and on behalf of Bondholders) (including any claim for the reasonable compensation, expenses, disbursements and advances of the Issuer and Indenture Trustee, their agents and counsel) allowed in such judicial proceeding, and

(2) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same.

SECTION 10.9. Restoration of Positions.

If the Issuer or the Indenture Trustee have instituted any proceeding to enforce any right or remedy under this Loan Agreement or the Series 2016 Note, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Issuer or the Indenture Trustee, then and in every such case the City and the Issuer shall, subject to any determination in the proceeding, be restored to the positions they held prior to commencement of such proceedings, and thereafter all rights and remedies of the Issuer shall continue as though no such proceeding had been instituted.

SECTION 10.10. Suits to Protect the Construction Project.

If the City shall fail to do so after thirty (30) days prior written notice from the Issuer or the Indenture Trustee, the Issuer shall have power to institute and to maintain such proceedings

as it may deem expedient to prevent any impairment of the Construction Project or any portion thereof, by any acts which may be unlawful or in violation of this Loan Agreement, and such suits and proceedings as the Issuer may deem expedient to protect its interests in the Construction Project or any portion thereof, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of, or compliance with, such enactment, rule or order would impair or adversely affect the Construction Project or be prejudicial to the interests of the Bondholders.

SECTION 10.11. Performance by Third Parties.

The Issuer may permit third parties to perform any and all acts or take such action as may be necessary for and on behalf of the City to cure any Event of Default hereunder. The acceptance by the Issuer or the Indenture Trustee of any such performance by third parties shall not in any way diminish or absolve the City of primary liability hereunder.

SECTION 10.12. Exercise of the Issuer's Remedies by Indenture Trustee.

Whenever any Event of Default shall have happened and be subsisting the Indenture Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the Issuer under this Article X.

ARTICLE XI

RESERVED

ARTICLE XII

GENERAL

SECTION 12.1. Amounts Remaining in Funds and Loan Agreement Funds.

Except during the continuance of an Event of Default, any amounts remaining in the Funds created under Article VI of the Indenture and held by the Indenture Trustee, upon expiration or earlier termination of this Loan Agreement, as provided herein, and after adequate provision has been made for payment in full of the Series 2016 Bonds, in accordance with Article IX of the Indenture, any Additional Charges payable to the Indenture Trustee and the Issuer, including paying agent's fees and expenses, and all other amounts required to be paid under this Loan Agreement, the Indenture and the other Bond Documents, shall forthwith be paid to the City by the Indenture Trustee except as provided in Section 3.08 of the Indenture.

SECTION 12.2. Notices.

All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given five (5) days following mailing when mailed by registered or certified mail or commercially expedited delivery service, with proper address as indicated below. The Issuer, the City and the Indenture Trustee may, by written notice given by each of them to the others, designate any address or addresses to which notices, certificates or

other communications to them shall be sent when required as contemplated by this Loan Agreement. Until otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

To the Issuer:	Mississippi Development Bank 735 Riverside Drive, Suite 300 Jackson, MS 39202 Attention: Executive Director
To the City:	Mayor or City Clerk City Hall, 200 Forrest Street Hattiesburg, MS 39403
To the Indenture Trustee:	_____ Bank _____ _____, MS _____ Attention: Trust and Financial Services Group

SECTION 12.3. Binding Effect.

This Loan Agreement shall inure to the benefit of and shall be binding upon the Issuer and the City and their respective successors and assigns.

SECTION 12.4. Severability.

In the event any provisions of this Loan 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 12.5. Amendments, Changes, and Modifications.

Subsequent to the issuance of the Series 2016 Bonds and before the lien of the Indenture is satisfied and discharged in accordance with its terms, this Loan Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Indenture Trustee, the City and the Issuer.

SECTION 12.6. Execution Counterparts.

This Loan 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 12.7. Required Approvals.

Consents and approvals required by this Loan Agreement to be obtained from the City, the Issuer or the Indenture Trustee shall be in writing.

SECTION 12.8. Limitations on Issuer Liability.

It is understood and agreed by the City and the Holders that no covenant, provision or agreement of the Issuer herein or in the Series 2016 Bonds or in any other document executed by the Issuer in connection with the issuance, sale and delivery of the Series 2016 Bonds, or any obligation herein or therein imposed upon the Issuer or breach thereof, shall give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers or shall obligate the Issuer financially in any way except with respect to this Loan Agreement and the Series 2016 Note and the application of revenues therefrom and the proceeds of the Series 2016 Bonds. No failure of the Issuer to comply with any term, condition, covenant or agreement herein or therein shall subject the Issuer to liability for any claim for damages, costs or other financial or pecuniary charges except to the extent that the same can be paid or recovered from this Loan Agreement and the Series 2016 Note or revenues therefrom or proceeds of the Series 2016 Bonds. No execution on any claim, demand, cause of action or judgment shall be levied upon or collected from the general credit, general funds or taxing powers of the Issuer. In making the agreements, provisions and covenants set forth herein, the Issuer has not obligated itself except with respect to this Loan Agreement and the application of revenues hereunder as hereinabove provided. The Series 2016 Bonds constitute special obligations of the Issuer, payable solely from the Net Revenues of the System pledged to the payment thereof pursuant to this Loan Agreement and the Indenture, and do not now and shall never constitute an indebtedness or a loan of the credit of the Issuer, the State of Mississippi or any political subdivision thereof or a charge against general taxing powers within the meaning of any constitutional or statutory provision whatsoever. It is further understood and agreed by the City and the Holders that the Issuer shall incur no pecuniary liability hereunder and shall not be liable for any expenses related hereto. If, notwithstanding the provisions of this Section, the Issuer incurs any expense, or suffers any losses, claims or damages or incurs any liabilities, the City will indemnify and hold harmless the Issuer from the same and will reimburse the Issuer for any legal or other expenses incurred by the Issuer in relation thereto, and this covenant to indemnify, hold harmless and reimburse the Issuer shall survive delivery of and payment for the Series 2016 Bonds. All references to the Issuer under this Section 12.8 shall include its employees, directors, attorneys and/or agents as applicable.

SECTION 12.9. Representations of City.

All representations made in this Loan Agreement by the City are based on the City's independent investigation of the facts and law, and accordingly no such representations are made in reliance upon any representations made or legal advice given by the Issuer, its Bond Counsel, Original Purchaser's Counsel, or any of its appointed or elected officials, agents, officers or employees.

SECTION 12.10. Survivorship of Obligations.

All obligations of the City under Sections 4.4 6.8, 8.4, 12.8 and 12.11 shall survive payment of the Series 2016 Bonds or earlier termination of this Loan Agreement.

SECTION 12.11. Administrative Fees, Attorneys' Fees and Costs.

The City shall reimburse the Issuer, upon demand, for all costs and expenses, including without limitation attorneys' fees, paid or incurred by the Issuer in connection with (i) the discussion, negotiation, preparation, approval, execution and delivery of the Series 2016 Bonds, the Indenture, this Loan Agreement, the Series 2016 Note, and the documents and instruments related hereto or thereto; (ii) any amendments or modifications to any of the foregoing documents, instruments or agreements and the discussion, negotiation, preparation, approval, execution and delivery of any and all documents necessary or desirable to effect such amendments or modifications; (iii) the servicing and administration of the Loan during the term hereof or thereafter; and (iv) the enforcement by the Issuer during the term hereof or thereafter of any of the rights or remedies of the Issuer hereunder or under the foregoing documents, or any document, instrument or agreement related hereto or thereto, including, without limitation, costs and expenses of collection in the Event of Default, whether or not suit is filed with respect thereto.

SECTION 12.12. Release.

The City hereby acknowledges and agrees that the Issuer shall not be liable to the City, and hereby releases and discharges the Issuer from any liability, for any and all losses, costs, expenses (including attorneys' fees), damages, judgments, claims and causes of action, paid, incurred or sustained by the City as a result of or relating to any action, or failure or refusal to act, on the part of the Issuer, Indenture Trustee or any other party with respect to the Series 2016 Bonds, the Indenture, this Loan Agreement, the Series 2016 Note or the documents and transactions related hereto or thereto or contemplated hereby or thereby, including, without limitation, the exercise by the Indenture Trustee or any third party of any of its rights or remedies pursuant to any of such documents.

SECTION 12.13. Choice of Law; Venue.

This Loan Agreement has been delivered in Jackson, Mississippi. The provisions of this Loan Agreement and all rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Mississippi and to the extent they preempt such laws, the laws of the United States.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Issuer and the City have caused this Loan Agreement to be executed by their duly authorized officers.

MISSISSIPPI DEVELOPMENT BANK

(SEAL)

By:_____
Its: Executive Director

ATTEST:

By:_____
Its: Secretary

Signature page to the Loan Agreement, dated _____, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg, Mississippi, as acknowledged and accepted by _____ Bank, _____, _____.

THE CITY OF HATTIESBURG, MISSISSIPPI

(SEAL)

By: _____
Its: Mayor

ATTEST:

By:_____
Its: City Clerk

Signature page to the Loan Agreement, dated _____, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg, Mississippi as acknowledged and accepted by _____ Bank, _____, _____.

ACKNOWLEDGED AND ACCEPTED BY:

_____ BANK
_____, _____

By:_____
Authorized Signatory

Signature Page to Loan Agreement dated as of _____, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg, Mississippi, as acknowledged and accepted by _____ Bank, _____, _____.

EXHIBIT A

DEFINITIONS FROM INDENTURE

"Accounts" means the accounts created pursuant to Article VI hereof.

"Act" means the provisions of Mississippi Code of 1972, Sections 31-25-1 et seq., as amended from time to time.

"Authorized Investments" shall mean any and all securities, instruments and the like in which the Bank is authorized from time to time to invest its funds under State law, including but not limited to Governmental Obligations.

"Authorized Officer" means the President, Vice President, or Executive Director or Secretary, or Assistant Secretary of the Bank or such other person or persons who are duly authorized to act on behalf of the Bank.

"Bank" means the Mississippi Development Bank, a body corporate and politic exercising essential public functions, or any successor to its functions.

"Bankruptcy Code" means 11 U.S.C. Section 101 et seq., as amended and supplemented from time to time.

"Bond Counsel" means an attorney or firm of attorneys approved by the County and the Bank that is nationally recognized in the area of municipal law and matters relating to the exclusion of interest on state and local government bonds from gross income under federal tax law, including particularly compliance with Section 148(f) of the Code.

"Bond Issuance Expense Account" means the account by that name created by Section 6.02 hereof for the Series 2016 Bonds.

"Bond Register" means the registration records of the Bank kept by the Trustee to evidence the registration and transfer of the Bonds.

"Bondholder" or **"holder of Series 2016 Bonds"** or **"owner of Series 2016 Bonds"** or any similar term means the registered owner of any Series 2016 Bond.

"Bonds" means the Series 2016 Bonds and any Refunding Series 2016 Bonds, related thereto.

"Business Day" means any day, other than a Saturday or Sunday, on which the Trustee or the Hattiesburg City Hall is not closed and on which the payment system of the Federal Reserve System, New Orleans branch, is operational.

"City" means the City of Hattiesburg, Mississippi or any successor thereto.

"Code" means the Internal Revenue Code of 1986 in effect on the date of issuance of the Series 2016 Bonds, and the applicable regulations or rulings promulgated or proposed thereunder.

"Costs of Issuance" mean items of expense payable or reimbursable directly or indirectly by the Bank and related to the authorization, sale, validation and issuance of Series

2016 Bonds, execution and delivery of the Loan Agreement and the Series 2016 Note, which items of expense shall include, but not be limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Trustee, underwriters' discounts, legal fees and charges, professional consultants' fees, costs of credit ratings, fees and charges for execution, transportation and safekeeping of Series 2016 Bonds, bond or reserve fund insurance premiums, credit enhancements or liquidity facility fees, and other costs, charges and fees in connection with the foregoing.

"Counsel" means an attorney duly admitted to practice law before the highest court of any state and approved by the Bank and the Trustee.

"Debt Service Reserve Fund" means collectively all the debt service reserve funds, including Accounts created thereunder, which are required for the Series 2016 Bonds issued under this Indenture, as it may be supplemented or amended from time to time.

"Debt Service Reserve Requirement" means the lesser of the following: : (i) the maximum amount of principal and interest becoming due in the current or any future bond year (meaning each 1 year period (or such shorter period as hereinafter described) beginning on ____2 of one year and ending on _____ 1 of the following year – except, however, the first bond year shall be from the issue date of the Series 2016 Bonds until _____ 1, 20___) on all Series 2016 Bonds then outstanding; (ii) 125% of average annual debt service on the Series 2016 Bonds; and (iii) 10% of the stated principal amount of the Series 2016 Bonds, or if such issue of Series 2016 Bonds has more than a *de minimis* amount (as defined in Section 1.148-1(b) of the Treasury Regulations) of original issue discount or premium, ten percent (10%) of the issue price (as defined in Section 1.148-1(b) of the Treasury Regulations), which Debt Service Reserve Requirement may be funded with cash or a Reserve Fund Credit Facility; provided, however, that upon initial issuance of the Series 2016 Bonds, the Debt Service Reserve Requirement will mean the amount set forth in (i) hereinabove and in future years if the amount of the Debt Service Reserve Requirement should equal an amount in excess of the lesser of (i), (ii) and (iii) above, the funds held in the Debt Service Reserve Requirement will be not be invested at a yield in excess of the yield on the Series 2016 Bonds.

"Default" means an event or condition the occurrence of which, with the lapse of time or the giving of notice or both, would become an Event of Default hereunder.

"Event of Default" means any occurrence or event specified in Section 10.01 hereof.

"Executive Director" means the Executive Director of the Bank.

"Fees and Charges" means fees and charges established by the Bank from time to time pursuant to the Act which are payable by the City.

"Fiscal Year" means the Bank's fiscal year being the twelve (12) month period from July 1 through the following June 30 or such other fiscal year as may be established by the Bank.

"Funds" means the funds created pursuant to Article VI hereof (other than the Rebate Fund).

"General Account" means the account by that name created by Section 6.02 hereof for the Series 2016 Bonds.

"General Fund" means the fund by that name created by Section 6.02 hereof.

"Governmental Obligations" means to the extent permitted by state law (a) direct obligations of the United States of America; (b) obligations guaranteed as to principal and interest by the United States of America or any federal agency whose obligations are backed by the full faith and credit of the United States of America, including but not limited to: Department of Housing and Urban Development, Export-Import Bank, Farmers Home Administration (or the successor thereto), Federal Financing Bank, Federal Housing Administration, Maritime Administration, and Small Business Administration, which obligations include but are not limited to certificates or receipts representing direct ownership of future interest or principal payments on obligations described in clause (a) or in this clause (b) and which are held by a custodian in safekeeping on behalf of the holders of such receipts; (c) securities evidencing ownership interests in open-end management type investment companies or investment trusts registered under the Investment Company Act of 1940, as amended, whose investments are limited to the obligations described in clauses (a) and (b) and to repurchase agreements fully collateralized by such obligations; and (d) obligations of any state of the United States or any political subdivision thereof, the full payment of principal of, premium, if any, and interest on which (i) is fully and unconditionally guaranteed or insured by the United States of America, or (ii) is provided for by an irrevocable deposit of the securities described in clause (i) to the extent such investments are permitted by law.

"Indenture" means this Indenture of Trust, and all supplements and amendments hereto entered into pursuant to Article XII hereof.

"Interest Payment Date" means any date on which interest is payable on the Bonds, and for the Series 2016 Bonds, on the anniversary date of the issuance of the Bonds.

"Investment Securities" means any and all securities, instruments and the like in which the Bank is authorized from time to time to invest its funds under State law, including but not limited to Governmental Obligations.

"Loan Account" means the account by that name created by Section 6.02 hereof for the Series 2016 Bonds.

"Loan Agreement" means the Loan Agreement by and between the City and the Bank dated as of _____, 2016.

"Local Governmental Units" means (i) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State of Mississippi, (ii) the State of Mississippi or any agency thereof, (iii) the institutions of higher learning of the State of Mississippi, (iv) any education building corporation established for institutions of higher learning, or (v) any other governmental unit created under state law, such as the City.

"Moody's" shall mean Moody's Investors Service, a Delaware Corporation, its successors and assigns and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Bank), by written notice to the Trustee.

"Notice Address" means, with respect to the City, the City's address given in connection with the execution and delivery of the Loan Agreement and the Series 2016 Note to the Bank, and, with respect to the Bank, the Trustee and the Original Purchaser:

Bank: Mississippi Development Bank
735 Riverside Drive, Suite 300
Jackson, Mississippi 39202
Attention: Executive Director

Trustee: _____ Bank
_____
_____, _____ _____
Attention: Trust and Financial Services Group

Original Purchaser: _____
_____
_____

"Opinion of Bond Counsel" means an opinion by a nationally recognized firm experienced in matters relating to the tax exemption for interest payable on obligations of states and their instrumentalities and political subdivisions under federal law, and which is acceptable to the Bank and the Trustee.

"Opinion of Counsel" means a written opinion of Counsel addressed to the Trustee, for the benefit of the owners of the Series 2016, who may (except as otherwise expressly provided in this Indenture) be Counsel to the Bank or Counsel to the owners of the Series 2016 and who is acceptable to the Trustee.

"Original Purchaser" means _____, _____, _____.

"Outstanding" or **"Series 2016 Bonds Outstanding"** means all Series 2016 Bonds which have been authenticated and delivered by the Trustee under this Indenture, including Series 2016 Bonds held by the Bank, except:

(a) Series 2016 Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;

(b) Series 2016 Bonds deemed paid under Article IX hereof; and

(c) Series 2016 Bonds in lieu of which other Series 2016 Bonds have been authenticated under Section 3.05, 3.06 or 3.10 hereof.

"Positive Cash Flow Certificate" means a certificate prepared in accordance with Section 5.09 hereof by the Bank to the effect that immediately after the occurrence or non-occurrence of a specific action or omission, as appropriate, Revenues expected to be received, together with other moneys expected to be held in the Funds and Accounts under the Indenture (other than the Rebate Fund) and available therefor in accordance with Section 5.09 (1)(c) hereof, will be sufficient on each Interest Payment Date to at least provide payment of the principal and interest of the Outstanding Series 2016 Bonds due on such date and the payment of Program Expenses, if any.

"Principal Payment Date" means the maturity date or the redemption date of any Bond.

"Program" means the program for entering into a loan with Local Governmental Units by the Bank pursuant to the Act.

"Program Expenses" means all of the fees and expenses of the Trustee, any expenses for preparing Positive Cash Flow Certificates under Section 5.09 hereof to the extent properly allocable to the Program and approved in writing by the Bank.

"Record Date" means, with respect to any Interest Payment Date, the fifteenth day of the calendar month next preceding such Interest Payment Date.

"Redemption Account" means the account by that name created by Section 6.02 hereof for the Series 2016 Bonds.

"Redemption Price" means, with respect to any Bond, the principal amount thereof, plus the applicable premium, if any, and interest payable upon redemption prior to maturity.

"Reserve Fund Credit Facility" means an irrevocable and unconditional letter of credit, insurance policy or surety bond, the terms of which have been approved by the City and the Bank, issued by a bank or other financial institution, which is acceptable to the City and the Bank, which credit facility names the Indenture Trustee as the beneficiary thereunder; provided, that any such credit facility (other than an insurance policy or surety bond extending to the maturity date of the Series 2016 Bonds) must (a) be renewable or extendable on an annual basis; (b) have an initial term of not less than three (3) years; (c) provide that the bank or other financial institution providing such credit facility must notify the Indenture Trustee and the City, no less than thirty (30) days in advance of the expiration of the credit facility of its intention not to renew or extend such credit facility; (d) permit the Indenture Trustee to make a draw thereunder to fund the Debt Service Reserve Fund not later than five (5) business days prior to the earlier of (1) the expiration date of such credit facility and (2) the date the proceeds of such draw will be needed to fund the Debt Service Reserve Fund.

"Revenues" means the Funds and Accounts and all income, revenues and profits of the Funds and Accounts referred to in the granting clauses hereof including, without limitation, all Series 2016 Note Payments and any additional amount paid to the Trustee under the Loan Agreement on the Series 2016 Note.

"Secretary" means the Secretary or Assistant Secretary of the Bank.

"Series 2016 Bonds" means the $25,000,000 Mississippi Development Bank Taxable Special Obligation Series 2016 Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) issued pursuant to Section 2.01 of this Indenture.

"Series 2016 Note" means the $25,000,000 Taxable Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated _____, 2016, of the City to the Bank, attached as EXHIBIT B to the Loan Agreement.

"Series 2016 Note Interest Payment" means that portion of the Series 2016 Note Payment which represents the interest due or to become due on the Series 2016 Note held by the Trustee pursuant to this Indenture.

"Series 2016 Note Payment" means together the amounts paid or required to be paid, from time to time, for principal and interest on the Series 2016 Note held by the Trustee pursuant to this Indenture.

"Series 2016 Note Principal Payment" means that portion of the Series 2016 Note Payment which represents the principal due or to become due on the Series 2016 Note held by the Trustee pursuant to this Indenture.

"Series 2016 Project" means providing funds for (i) the Construction Project; (ii) funding the Debt Service Reserve Fund for the Series 2016 Bonds, and (iii) paying the costs of issuance of the Series 2016 Bonds and the Series 2016 Note.

"Special Reserve Fund" means the fund by that name created by Section 6.02 hereof.

"Standard & Poor's" shall mean Standard & Poor's Ratings Group, a division of The McGraw Hill Companies, its successors and assigns and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, "Standard & Poor's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Bank), by written notice to the Trustee.

"State" means the State of Mississippi.

"Supplemental Indenture" means an indenture supplemental to or amendatory of this Indenture, executed by the Bank and the Trustee in accordance with Article XII hereof.

"Trust Estate" means the property, rights, and amounts pledged and assigned to the Trustee pursuant to the granting clauses hereof.

"Trustee" means _____ Bank of _____, _____, a State banking corporation organized and existing under the laws of the State of Mississippi, or any successor thereto hereunder.

EXHIBIT B

FORM OF SERIES 2016 NOTE

$25,000,000
TAXABLE PROMISSORY NOTE
(HATTIESBURG, MISSISSIPPI COMBINED
WATER AND SEWER SYSTEM CONSTRUCTION PROJECT)

Date: As of _____, 2016

The City of Hattiesburg, Mississippi, a political subdivision organized and validly existing under the Constitution and laws of the State of Mississippi ("City"), for value received, hereby promises to pay, in immediately available funds, to the order of the Mississippi Development Bank (the "Issuer") or its assigns, the aggregate principal sum equal to the outstanding principal amount of the Series 2016 Bonds (as hereinafter defined) outstanding up to a maximum principal amount of $25,000,000 together with interest on the unpaid principal balance thereof from the date hereof until fully and finally paid, premium, if any, together with all taxes levied or assessed on this Series 2016 Note or the debt evidenced hereby against the holder hereof and all other amounts payable by the City under the Loan Agreement (as hereinafter defined). This Series 2016 Note shall bear interest at the Interest Rate (as such terms are defined in the Indenture) on the Series 2016 Bonds except as otherwise provided hereunder.

This Series 2016 Note has been executed under and pursuant to a Loan Agreement dated as of _____, 2016, between the Issuer and the City (the "Loan Agreement") which Loan Agreement is incorporated herein in its entirety by reference. This Series 2016 Note is issued to evidence the obligation of the City under the Loan Agreement to repay the loan made by the Issuer to the City from the proceeds of its $25,000,000 Taxable Special Obligation Bonds, Series 2016 (Hattiesburg Mississippi Combined Water and Sewer System Construction Project), dated _____, 2016 (the "Series 2016 Bonds"), together with interest thereon at the interest rate or rates as defined and set forth in the Indenture (as hereinafter defined), premium, if any, and all other amounts, fees, penalties, premiums, adjustments, expenses, counsel fees and other payments of any kind required to be paid by the City under the Loan Agreement. The Loan Agreement includes provisions permitting the City, at its election, to prepay this Series 2016 Note, in whole or in part, all as more particularly described in the Indenture. The Loan Agreement includes provisions permitting the Indenture Trustee, at the direction of the Bondholders, to require mandatory prepayment of this Series 2016 Note at certain times and under certain circumstances, all as set forth in the Indenture. In the event that the terms of this Series 2016 Note conflict with the terms of the Indenture or the Loan Agreement, the terms of the Indenture or the Loan Agreement shall control.

If the City shall fail to pay on the due date therefor, whether by acceleration or otherwise, any principal, premium, if any, or interest owing hereunder, then interest shall accrue on such unpaid amounts from the date due until and including the date on which such amounts are paid in full.

The Loan Agreement and this Series 2016 Note have been assigned to _____ Bank, _____, _____, as Indenture Trustee (the "Indenture Trustee") pursuant to an Indenture of Trust, dated as of _____, 2016, by and between the Issuer and the Indenture Trustee (the "Indenture"). Such assignment is made as security for the payment of the Series 2016 Bonds

issued by the Issuer pursuant to the Indenture and is subject to the reservation of certain unassigned rights of the Issuer under the Loan Agreement.

As provided in the Loan Agreement and subject to the provisions thereof, payments hereon are to be made at the principal office of the Indenture Trustee as shown in the Loan Agreement in an amount which, together with other moneys available therefor pursuant to the Indenture, will equal the amount payable as principal of, premium, if any, and interest on the Series 2016 Bonds outstanding on such due date.

The City shall make payments on this Series 2016 Note on the dates and in the amounts specified herein and in the Loan Agreement and in addition shall make such other payments as are required pursuant to the Loan Agreement, the Indenture and the Series 2016 Bonds. Upon the occurrence of an Event of Default, as defined in the Indenture or the Loan Agreement, the principal of, premium, if any, and interest on this Series 2016 Note may be declared immediately due and payable as provided in the Loan Agreement. Upon any such declaration, the City shall pay all costs, disbursements, expenses and reasonable counsel fees of the Issuer and the Indenture Trustee in seeking to enforce their rights under the Loan Agreement and this Series 2016 Note.

The City waives diligence, demand, presentment for payment, notice of nonpayment, protest and notice of protest, notice of any renewals or extension of this Series 2016 Note, and all rights under any statute of limitations. Any delay on the part of the Issuer or the Indenture Trustee in exercising any right hereunder shall not operate as a waiver of any such right, and any waiver granted with respect to one default shall not operate as a waiver in the event of any subsequent or continuing default.

All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when mailed by registered or certified mail or commercially expedited delivery service, with proper address as indicated below. The Issuer, the City and the Indenture Trustee may, by written notice given by each of them to the others, designate any address or addresses to which notices, certificates or other communications to them shall be sent when required as contemplated by this Series 2016 Note. Until otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

To the Issuer:	Mississippi Development Bank 735 Riverside Drive, Suite 300 Jackson, Ms 39202 Attn: Executive Director
To the City:	Mayor or City Clerk City Hall, 200 Forrest Street Hattiesburg, MS 39403

To the Indenture Trustee: _____ Bank

_____

_____

Attention: Trust and Financial Services Group

This Series 2016 Note has been delivered in Jackson, Mississippi. The provisions of this Series 2016 Note and all rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Mississippi and to the extent they preempt such laws, the laws of the United States.

The City agrees that Indenture Trustee shall have the right to proceed against the City or its property in a court in any location to enable the Indenture Trustee to realize on such property, or to enforce a judgment or other court order entered in favor of Indenture Trustee. The City agrees that it shall not assert any permissive counterclaims in any proceeding brought in accordance with this provision by the Indenture Trustee or the Bank to realize on such property, or to enforce a judgment or other court order in favor of Indenture Trustee. The City waives any objection that it may have to the location of the court in which the Indenture Trustee has commenced a proceeding described in this paragraph.

IN WITNESS WHEREOF, the undersigned has caused this Series 2016 Note to be executed in its name and, if applicable, its corporate seal to be hereunto affixed and attested to by its duly authorized officers all as of the day and year first above written.

THE CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Title: Mayor

(SEAL)

ATTEST:

By: _____
Title: City Clerk

ASSIGNMENT OF SERIES 2016 NOTE

FOR VALUE RECEIVED, the Mississippi Development Bank hereby assigns and transfers, without recourse, this Series 2016 Note to _____ Bank of _____, _____, as Indenture Trustee under the Indenture herein mentioned, provided, however, that the rights pledged and assigned hereunder do not include unassigned rights reserved by the Mississippi Development Bank in Sections 4.4, 6.8, 8.4, 10.5, 12.8 or 12.11 of the Loan Agreement dated as of _____, 2016, between the Mississippi Development Bank and the City of Hattiesburg, Mississippi.

(SEAL) **MISSISSIPPI DEVELOPMENT BANK**

By: _____
Executive Director

ATTEST:

By: _____
Secretary

EXHIBIT C

FORM OF SERIES 2016 PROJECT FUND REQUISITION

EXHIBIT C

FORM OF SERIES 2016 PROJECT FUND REQUISITION

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

TO: _____ Bank
_____
_____, _____ _____
ATTN: Trust and Financial Services Group

REQUISITION NO.: _____

DATE OF REQUISITION: _____

NAME AND ADDRESS OF PERSON, FIRM OR CORPORATION TO WHOM PAYMENT IS DUE OR WAS MADE.

DESCRIPTION OF EACH ITEM OR SERVICE FOR WHICH PAYMENT IS TO BE MADE UNDER THE AUTHORITY OF THIS REQUISITION:

Hattiesburg, Mississippi does hereby certify to _____ Bank, as trustee in respect to the referenced Bonds (the "Trustee").

(1) The amount herein requisitioned to be paid to the above-designated payee is for the items or services hereinabove described.

(2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Series 2016 Project Fund.

(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 _____, 2016 (the "Loan Agreement").

(4) The payment herein authorized and approved is a proper charge against the Series 2016 Project Fund 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: _____
(Authorized City Representative)

ButlerSnow 18010547v5

$25,000,000
MISSISSIPPI DEVELOPMENT BANK
TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2016
(HATTIESBURG, MISSISSIPPI COMBINED
WATER AND SEWER SYSTEM CONSTRUCTION PROJECT)

BOND PURCHASE AGREEMENT

_____, 2016

Attention: Executive Director
Mississippi Development Bank
735 Riverside Drive, Suite 300
Jackson, Mississippi 39202

Ladies and Gentlemen:

The undersigned _____, _____, _____ (the "Purchaser"), offers to enter into the following agreement with the Mississippi Development Bank (the "Bank") and the City of Hattiesburg, Mississippi (the "City") which, upon your acceptance of this offer as evidenced by your execution hereof, will be in full force and effect in accordance with its terms and binding upon you, the Purchaser and the City.

This offer is made subject to acceptance by you of this agreement on or before 4:00 o'clock P.M., Central Daylight Savings Time on _____, 2016. Unless otherwise provided, the terms used in this Bond Purchase Agreement shall have the meanings set forth in the form of the Indenture of Trust to be dated as of the date of delivery of the Series 2016 Bonds, as hereinafter defined (the "Indenture "), by and between the Bank and _____, _____, _____ (the "Trustee"), as previously approved by the Bank.

1. Upon the terms and conditions and upon the basis of the representations, warranties and covenants hereinafter set forth, the Purchaser hereby agrees to purchase from the Bank for offering to the public, and the Bank hereby agrees to sell to the Purchaser for such purpose, all (but not less than all) of the $25,000,000 aggregate principal amount of the Bank's Taxable Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Series 2016 Bonds"), at the purchase price of $_____. The Series 2016 Bonds will be limited obligations of the Bank and will be issued under and pursuant to, and are to be secured by, the Indenture. The Series 2016 Bonds shall mature on the date or dates as stated, shall bear interest, at the rate or rates as stated, shall be redeemable prior to maturity and shall have the other terms and provisions as stated in the Indenture.

2. The Bank represents that it has, or agrees to: authorize, execute and deliver the Indenture, this Bond Purchase Agreement and the Loan Agreement, to be dated as of the delivery date of the Series 2016 Bonds, between the City and the Bank (the "Loan Agreement"), which is secured by the City's $25,000,000 Taxable Promissory Note (Hattiesburg, Mississippi Combined

Water and Sewer System Construction Project) (the "Series 2016 Note"), and which is to be executed by the City and assigned by the Bank to the Trustee, prior to the Closing Date with only such changes therein from the forms thereof on the date hereof as are approved by the Purchaser, the Closing in all events to be deemed such approval.

The City has authorized and agrees to execute and deliver the Loan Agreement, the Series 2016 Note and this Bond Purchase Agreement.

3. The Bank hereby represents and warrants to and covenants with the Purchaser that:

(a) The Bank is and will be as of the date of the Closing a public body corporate and politic of the State of Mississippi.

(b) The Bank is and will be as of the date of Closing authorized under the laws of the State of Mississippi, including particularly the Act to: (i) adopt such resolutions as are necessary to approve the issuance of the Series 2016 Bonds; (ii) issue the Series 2016 Bonds for the purposes described in the Loan Agreement and the Indenture; (iii) lend the proceeds of the Series 2016 Bonds to the City for the purposes set forth in the Loan Agreement and the Indenture; (iv) enter into, execute and deliver this Bond Purchase Agreement, the Indenture and the Loan Agreement; and (v) pledge and assign to the Trustee certain of the Bank's rights under the Loan Agreement and the Series 2016 Note, pursuant to the Indenture, as security for the payment of the Series 2016 Bonds.

(c) The Bank has full power and authority to consummate the transactions contemplated to be consummated by it pursuant to this Bond Purchase Agreement, the Series 2016 Bonds, the Indenture and the Loan Agreement.

(d) The Bank shall have prior to the Closing duly authorized all necessary action to be taken by it for (i) the issuance and sale of the Series 2016 Bonds upon the terms set forth herein, in the Indenture; (ii) the loan of the proceeds thereof to the City and the use of such proceeds as contemplated by the Indenture and the Loan Agreement; (iii) the execution, delivery and/or receipt of this Bond Purchase Agreement, the Indenture, the Loan Agreement and the Series 2016 Bonds, the approval and the execution, delivery, receipt and/or approval of any and all such other agreements and documents as may be required to be executed, delivered and received by the Bank in order to carry out, give effect to and consummate the transactions contemplated hereby and by the Loan Agreement and the Indenture; and (iv) the effectuation and consummation of the transactions contemplated by this Bond Purchase Agreement, the the Indenture and the Loan Agreement.

(e) The Series 2016 Bonds, when issued, delivered and paid for as herein and in the Indenture provided, will have been duly authorized and issued and will constitute valid and binding special limited obligations of the Bank enforceable in accordance with their terms and entitled to the benefits and security of the Indenture (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws

affecting the enforcement of creditors' rights from time to time in effect and further subject to the availability of equitable remedies).

(f) The resolution of the Bank, authorizing the issuance and sale of the Series 2016 Bonds adopted on January 13, 2016 (the "Bank Resolution"), has not been modified, amended or repealed and is in full force and effect on the date hereof.

(g) The Bank will direct the Trustee to apply the proceeds from the sale of the Series 2016 Bonds immediately after the Closing as specified in the Indenture and in any instructions delivered at Closing by an authorized officer of the Bank.

(h) The Bank is in compliance with all material laws and regulations applicable to it and its operations which, if violated by the Bank, could adversely affect the Bank's ability to take the actions contemplated hereby and by the Loan Agreement, and the Indenture.

(i) The Bank is not, in any way which could adversely affect the Bank's ability to take the actions contemplated hereby and by the Loan Agreement and the Indenture, in breach of or in default under any existing law, court or administrative regulation, decree, order, agreement, indenture, mortgage, lease, sublease or other instrument to which it is a party or by which it or its property is or may be bound, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default thereunder which could adversely affect the Bank's ability to take the actions contemplated hereby or by the Loan Agreement and the Indenture.

(j) The execution and delivery by the Bank of this Bond Purchase Agreement, the Series 2016 Bonds, the Indenture and the Loan Agreement and the other documents contemplated hereby, the assignment to the Trustee of certain of the Bank's rights under the Loan Agreement and the Series 2016 Note and the compliance by the Bank with the provisions of each of the foregoing documents will not, to any extent or in any way which could adversely affect the Bank's ability to take the actions contemplated hereby and by the Loan Agreement and the Indenture, conflict with or constitute on the part of the Bank a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage or loan agreement by which the Bank or its property is or may be bound.

(k) Other than the anticipated court proceedings to validate the Series 2016 Bonds, no litigation or proceeding to which the Bank is a party is pending or, to the knowledge of the Bank, threatened against or affecting the Bank (i) contesting the due organization or valid existence of the Bank, (ii) to restrain or enjoin the issuance or delivery of the Series 2016 Bonds, the application of the proceeds thereof, the functioning of the Bank or the payment, collection or application of revenues pursuant to the Indenture, the Loan Agreement or the Series 2016 Note, (iii) in any way contesting or affecting any authority for, or the validity or execution of the Series 2016 Bonds, the Indenture, the Loan Agreement or this Bond Purchase Agreement, the application of the proceeds of the Series 2016 Bonds or the payment, collection or application of revenues

or the pledge thereof pursuant to the Indenture, Loan Agreement or the Series 2016 Note, or (iv) in any way contesting the right and power of the Bank to take the actions to be taken by the Bank contemplated by such documents. To the knowledge of the Bank, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any Court, public board or body pending or threatened against or affecting the Bank (or any meritorious basis therefor) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or the validity of any agreement or instrument to which the Bank is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(l) The Bank covenants that between the date hereof and the Closing it will not take any action or permit any action within its control to be taken which will cause the representations and warranties of the Bank made herein to be untrue as of the Closing.

(m) The Bank agrees that all representations, warranties and covenants made by it hereunder shall remain in full force and effect despite any investigation by or on behalf of the Purchaser and shall survive any termination of this Bond Purchase Agreement.

4. The City hereby represents and warrants to and covenants with the Purchaser that:

(a) The City is and will be as of the date of the Closing a municipality organized and existing under the laws of the State of Mississippi.

(b) The City is and will be as of the date of Closing authorized under the laws of the State of Mississippi, including particularly the Act to: (i) adopt such resolutions as are necessary to approve the borrowing of the proceeds of the Series 2016 Bonds; (ii) execute and deliver the Series 2016 Note; (iii) borrow the proceeds of the Series 2016 Bonds from the Bank for the purposes set forth in the Loan Agreement and the Indenture; (iv) enter into, execute and deliver this Bond Purchase Agreement, the Loan Agreement, and the Series 2016 Note; and (v) approve the pledge and assignment to the Trustee of certain of the Bank's rights under the Loan Agreement and the Series 2016 Note, pursuant to the Indenture, as security for the payment of the Series 2016 Bonds.

(c) The City has full power and authority to consummate the transactions contemplated to be consummated by it pursuant to this Bond Purchase Agreement, the Series 2016 Bonds, the Indenture, the Loan Agreement and the Series 2016 Note.

(d) The City shall have prior to the Closing duly authorized all necessary action to be taken by it for (i) approving the borrowing of the proceeds of the Series 2016 Bonds from the Bank and the use of such proceeds; (ii) the execution, delivery and/or receipt of this Bond Purchase Agreement, the Loan Agreement and the Series 2016 Note, the approval and the execution, delivery, receipt and/or approval of any and all such other agreements and documents as may be required to be executed, delivered and received by the City in order to carry out, give effect to and consummate the transactions contemplated hereby; and (iii) the effectuation and consummation of the transactions

contemplated by this Bond Purchase Agreement, the Series 2016 Note, the Indenture and the Loan Agreement.

(e) The Series 2016 Note, when issued, delivered and paid for as herein and in the Indenture provided, will have been duly authorized and issued and will constitute a valid and binding obligation of the City enforceable in accordance with its terms (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights from time to time in effect and further subject to the availability of equitable remedies).

(f) The resolution of the City, authorizing the borrowing of the proceeds of the Series 2016 Bonds, adopted on _____, 2016 (the "City Resolution"), has not been modified, amended or repealed and is in full force and effect on the date hereof.

(g) The City will direct the Bank to apply the proceeds from the sale of the Series 2016 Bonds immediately after the Closing as specified in the Indenture and in any instructions delivered at Closing by an authorized officer of the City.

(h) The City is in compliance with all material laws and regulations applicable to it and its operations which, if violated by the City, could adversely affect the City's ability to take the actions contemplated hereby and by the Loan Agreement and the Indenture.

(i) The City is not, in any way which could adversely affect the City's ability to take the actions contemplated hereby and by the Loan Agreement, the Series 2016 Note and the Indenture, in breach of or in default under any existing law, court or administrative regulation, decree, order, agreement, indenture, mortgage, lease, sublease or other instrument to which it is a party or by which it or its property is or may be bound, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default thereunder which could adversely affect the City's ability to take the actions contemplated hereby or by the Loan Agreement, the Series 2016 Note or the Indenture.

(j) The execution and delivery by the City of this Bond Purchase Agreement, the Series 2016 Note, the Loan Agreement and the other documents contemplated hereby and by the Series 2016 Note and the compliance by the City with the provisions of each of the foregoing documents will not, to any extent or in any way which could adversely affect the City's ability to take the actions contemplated hereby and by the Loan Agreement and the Indenture, conflict with or constitute on the part of the City a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage or loan agreement by which the City or its property is or may be bound.

(k) Other than the anticipated court proceedings to validate the Series 2016 Bonds, no litigation or proceeding to which the City is a party is pending or, to the knowledge of the City, threatened against or affecting the City (i) contesting the due organization or valid existence of the City, (ii) to restrain or enjoin the issuance or

delivery of the Series 2016 Bonds or the Series 2016 Note, the application of the proceeds thereof, the functioning of the City or the payment, collection or application of revenues pursuant to the Indenture, the Loan Agreement, or the Series 2016 Note, (iii) in any way contesting or affecting any authority for, or the validity or execution of the Series 2016 Bonds, the Indenture, the Loan Agreement or this Bond Purchase Agreement, the application of the proceeds of the Series 2016 Bonds or the payment, collection or application of revenues or the pledge thereof pursuant to the Indenture, the Loan Agreement or the Series 2016 Note, or (iv) in any way contesting the right and power of the City to take the actions to be taken by the City contemplated by such documents. To the knowledge of the City, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any Court, public board or body pending or threatened against or affecting the City (or any meritorious basis therefor) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or the validity of any agreement or instrument to which the City is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(l) The City covenants that between the date hereof and the Closing it will not take any action or permit any action within its control to be taken which will cause the representations and warranties of the City made herein to be untrue as of the Closing.

(m) The City agrees that all representations, warranties and covenants made by it hereunder shall remain in full force and effect despite any investigation by or on behalf of the Purchaser and shall survive any termination of this Bond Purchase Agreement.

5. At 10:00 o'clock A.M., Central Daylight Savings Time, on _____, 2016 or at such other time or such other date, as shall have been mutually agreed upon by the Bank, the City and the Purchaser, the Bank will deliver, or cause to be delivered, to the Purchaser the Series 2016 Bonds, in a form acceptable to Bond Counsel, duly executed and duly authenticated by the Trustee, together with the other documents hereinafter mentioned; and the Purchaser will accept such delivery and pay the purchase price of the Series 2016 Bonds in immediately available funds by check or wire transfer or transfers.

Delivery of the Series 2016 Bonds as aforesaid shall be made at such location as is mutually agreed upon by the Purchaser, the Bank and the Trustee. Concurrent with such delivery, the Bank and the City shall deliver the certificates, reports and documents described in Section 8 hereof at the offices of Butler Snow LLP,, Ridgeland, Mississippi. Such delivery is herein called the "Closing."

6. The obligations of the Purchaser hereunder to purchase the Series 2016 Bonds shall be subject to the performance by the Bank of its obligations to be performed hereunder at and prior to the Closing, to the performance by the City of its obligations to be performed hereunder at or prior to the Closing, to the accuracy in all material respects, in the reasonable judgment of the Purchaser, of the representations and warranties of the Bank and of the City herein, in both cases, as of the date hereof and as of the time of the Closing and, in compliance with the following conditions:

(a) At the time of the Closing, (i) the Indenture, the Loan Agreement and the Series 2016 Note shall have been executed by the party or parties thereto and shall be in full force and effect and the forms of such instruments, (ii) the Bank and the City shall have duly adopted and there shall be in full force and effect such resolutions as shall, in the opinion of Butler Snow LLP, Ridgeland, Mississippi ("Bond Counsel"), be necessary in connection with the transactions contemplated hereby, (iii) the representations and warranties of the Bank provided in Section 4 hereof and of the City in Section 5 hereof shall be true, complete and correct in all material respects as if then made, (iv) the Bank and the City shall perform or have performed all obligations required under or specified in this Bond Purchase Agreement to be performed at or prior to the Closing, and (v) the proceeds of the sale of the Series 2016 Bonds shall be applied and deposited as described in the Indenture.

(b) At or prior to the Closing, the Bank shall have delivered the Series 2016 Bonds and shall have assigned and delivered the Series 2016 Note to the Trustee.

(c) At or prior to the Closing, the Purchaser shall receive the following documents:

(A) the approving opinion of Bond Counsel dated the date of the Closing, together with letter to the Purchaser authorizing reliance thereon;

(B) an opinion, dated the date of Closing, of counsel for the Bank, in form and content reasonably acceptable to the Purchaser, either addressed to the Purchaser or accompanied by a letter to the Purchaser authorizing reliance thereon;

(C) an opinion, dated the date of the Closing, of counsel for the City, in form and content reasonably acceptable to the Purchaser, either addressed to the Purchaser or accompanied by a letter to the Purchaser authorizing reliance thereon;

(D) a certificate of the City, addressed to the Bank and the Purchaser, dated the date of the Closing, signed by authorized officers of the City, in form and content reasonably acceptable to the Purchaser;

(E) a certificate of the Bank dated the date of the Closing and signed by an appropriate official or representative of the Bank, in form and content reasonably acceptable to the Purchaser;

(F) executed or conformed copies each of the Indenture, the Loan Agreement and the Series 2016 Note duly executed by the parties thereto;

(G) a certified copy of the Bank Resolution authorizing, approving or ratifying the execution and delivery of the Series 2016 Bonds, the Indenture, the Loan Agreement and this Bond Purchase Agreement;

(H) certified copies of the City Resolution authorizing the execution and delivery of the Loan Agreement and the Series 2016 Note;

(I) a certificate of the Trustee to the effect that (i) all moneys and securities delivered to the Trustee under and pursuant to the Indenture have been duly deposited to the credit of the appropriate funds established under or in accordance with the Indenture or otherwise applied as provided in the Indenture, (ii) the Indenture has been duly executed and delivered to the Trustee by the Bank, (iii) the Series 2016 Bonds have been authenticated and (iv) the Trustee has no knowledge of any default under the Indenture;

(J) evidence of validation of the Series 2016 Bonds by judgment of the Chancery Court of the First Judicial District of Hinds County, Mississippi;

(K) such additional legal opinions, certificates, proceedings, instruments and other documents as the Purchaser or Bond Counsel may reasonably request to evidence compliance by the Bank and the City with legal requirements, the truth and accuracy, as of the time of Closing, of their respective representations contained herein and the due performance or satisfaction by each thereof at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by each thereof.

The Bank and the City will furnish the Purchaser with additional conformed copies of such opinions, certificates, letters and documents as the Purchaser reasonably requests.

If either the Bank or the City shall be unable to satisfy the conditions to the obligations of the Purchaser contained in this Bond Purchase Agreement, or if the obligations of the Purchaser to purchase and accept delivery of the Series 2016 Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Purchaser nor the Bank shall be under further obligation hereunder. However, the Purchaser may, in its sole discretion, waive one or more of the conditions imposed by this Bond Purchase Agreement for the protection of the Purchaser and proceed with the Closing contemplated hereby.

7. All representations, warranties and agreements of the Bank and the City herein shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Purchaser, and shall survive any termination of this Bond Purchase Agreement by the Purchaser pursuant to the terms hereof.

8. The Bank will pay or cause to be paid from, but only from, the proceeds of the Series 2016 Bonds, and other moneys provided by the City, all expenses incident to the performance of the Bank's obligations under this Bond Purchase Agreement, including, but not limited to, mailing or delivery of the Series 2016 Bonds, costs of printing the Series 2016 Bonds, mailing and delivery thereof by the printer, fees and disbursements of Bond Counsel, expenses of the Bank, costs and expenses of preparing and reproducing this Bond Purchase Agreement, the Indenture, the Loan Agreement, the Series 2016 Note and fees and expenses of the Trustee. The

Purchaser shall pay the cost of all other expenses incurred by the Purchaser in connection with the purchase of the Series 2016 Bonds.

9. Any notice or other communication to be given to the Bank, the City or the Purchaser under this Bond Purchase Agreement shall be given in writing and shall be mailed, telegraphed or delivered to the following respective addresses until otherwise directed by written notice to the other parties hereto:

The Bank:	Mississippi Development Bank 735 Riverside Drive, Suite 300 Jackson, Mississippi 39202 Attention: William T. Barry, Executive Director
The City:	City of Hattiesburg, Mississippi City Hall, 200 Forrest Street Hattiesburg, Mississippi 39401 Attention: Mayor
The Purchaser:	_____

10. This Bond Purchase Agreement is made solely for the benefit of the Bank, the City and the Purchaser and their respective successors and assigns and no other person shall acquire or have any right hereunder or by virtue hereof. The terms "successors" and "assigns" as used in the preceding sentence shall not include any purchasers of any Series 2016 Bonds from or through the Purchaser merely because of such purchase. All representations, warranties and agreements in this Bond Purchase Agreement shall remain in full force and effect, regardless of (a) delivery of and payment for the Series 2016 Bonds hereunder and (b) any termination of this Bond Purchase Agreement.

11. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

Very truly yours,

_____

_____, _____

BY: _____

TITLE: _____

Signature Page to the Bond Purchase Agreement, by and among the Mississippi Development Bank, the City of Hattiesburg, Mississippi and _____ in regard to the sale of Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project).

Accepted and agreed to as of
___:__ o'clock __.m.
Central Daylight Savings Time,
on the date first above written:

MISSISSIPPI DEVELOPMENT BANK

BY: _____
Its: Executive Director

Signature Page to the Bond Purchase Agreement, by and among the Mississippi Development Bank, the City of Hattiesburg, Mississippi and _____ in regard to the sale of Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project).

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CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Its: Mayor

Signature Page to the Bond Purchase Agreement, by and among the Mississippi Development Bank, the City of Hattiesburg, Mississippi and _____ in regard to the sale of Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project).

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EXHIBIT I

$25,000,000
MISSISSIPPI DEVELOPMENT BANK
TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2016
(HATTIESBURG, MISSISSIPPI COMBINED
WATER AND SEWER SYSTEM CONSTRUCTION PROJECT)

BOND PURCHASE AGREEMENT

_____, 2016

Attention: Executive Director
Mississippi Development Bank
735 Riverside Drive, Suite 300
Jackson, Mississippi 39202

Ladies and Gentlemen:

The undersigned _____, _____, _____ (the "Purchaser"), offers to enter into the following agreement with the Mississippi Development Bank (the "Bank") and the City of Hattiesburg, Mississippi (the "City") which, upon your acceptance of this offer as evidenced by your execution hereof, will be in full force and effect in accordance with its terms and binding upon you, the Purchaser and the City.

This offer is made subject to acceptance by you of this agreement on or before 4:00 o'clock P.M., Central Daylight Savings Time on _____, 2016. Unless otherwise provided, the terms used in this Bond Purchase Agreement shall have the meanings set forth in the form of the Indenture of Trust to be dated as of the date of delivery of the Series 2016 Bonds, as hereinafter defined (the "Indenture "), by and between the Bank and _____, _____, _____ (the "Trustee"), as previously approved by the Bank.

1. Upon the terms and conditions and upon the basis of the representations, warranties and covenants hereinafter set forth, the Purchaser hereby agrees to purchase from the Bank for offering to the public, and the Bank hereby agrees to sell to the Purchaser for such purpose, all (but not less than all) of the $25,000,000 aggregate principal amount of the Bank's Taxable Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Series 2016 Bonds"), at the purchase price of $_____. The Series 2016 Bonds will be limited obligations of the Bank and will be issued under and pursuant to, and are to be secured by, the Indenture. The Series 2016 Bonds shall mature on the date or dates as stated, shall bear interest, at the rate or rates as stated, shall be redeemable prior to maturity and shall have the other terms and provisions as stated in the Indenture.

2. The Bank represents that it has, or agrees to: authorize, execute and deliver the Indenture, this Bond Purchase Agreement and the Loan Agreement, to be dated as of the delivery date of the Series 2016 Bonds, between the City and the Bank (the "Loan Agreement"), which is secured by the City's $25,000,000 Taxable Promissory Note (Hattiesburg, Mississippi Combined

Water and Sewer System Construction Project) (the "Series 2016 Note"), and which is to be executed by the City and assigned by the Bank to the Trustee, prior to the Closing Date with only such changes therein from the forms thereof on the date hereof as are approved by the Purchaser, the Closing in all events to be deemed such approval.

The City has authorized and agrees to execute and deliver the Loan Agreement, the Series 2016 Note and this Bond Purchase Agreement.

3. The Bank hereby represents and warrants to and covenants with the Purchaser that:

(a) The Bank is and will be as of the date of the Closing a public body corporate and politic of the State of Mississippi.

(b) The Bank is and will be as of the date of Closing authorized under the laws of the State of Mississippi, including particularly the Act to: (i) adopt such resolutions as are necessary to approve the issuance of the Series 2016 Bonds; (ii) issue the Series 2016 Bonds for the purposes described in the Loan Agreement and the Indenture; (iii) lend the proceeds of the Series 2016 Bonds to the City for the purposes set forth in the Loan Agreement and the Indenture; (iv) enter into, execute and deliver this Bond Purchase Agreement, the Indenture and the Loan Agreement; and (v) pledge and assign to the Trustee certain of the Bank's rights under the Loan Agreement and the Series 2016 Note, pursuant to the Indenture, as security for the payment of the Series 2016 Bonds.

(c) The Bank has full power and authority to consummate the transactions contemplated to be consummated by it pursuant to this Bond Purchase Agreement, the Series 2016 Bonds, the Indenture and the Loan Agreement.

(d) The Bank shall have prior to the Closing duly authorized all necessary action to be taken by it for (i) the issuance and sale of the Series 2016 Bonds upon the terms set forth herein, in the Indenture; (ii) the loan of the proceeds thereof to the City and the use of such proceeds as contemplated by the Indenture and the Loan Agreement; (iii) the execution, delivery and/or receipt of this Bond Purchase Agreement, the Indenture, the Loan Agreement and the Series 2016 Bonds, the approval and the execution, delivery, receipt and/or approval of any and all such other agreements and documents as may be required to be executed, delivered and received by the Bank in order to carry out, give effect to and consummate the transactions contemplated hereby and by the Loan Agreement and the Indenture; and (iv) the effectuation and consummation of the transactions contemplated by this Bond Purchase Agreement, the the Indenture and the Loan Agreement.

(e) The Series 2016 Bonds, when issued, delivered and paid for as herein and in the Indenture provided, will have been duly authorized and issued and will constitute valid and binding special limited obligations of the Bank enforceable in accordance with their terms and entitled to the benefits and security of the Indenture (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws

affecting the enforcement of creditors' rights from time to time in effect and further subject to the availability of equitable remedies).

(f) The resolution of the Bank, authorizing the issuance and sale of the Series 2016 Bonds adopted on January 13, 2016 (the "Bank Resolution"), has not been modified, amended or repealed and is in full force and effect on the date hereof.

(g) The Bank will direct the Trustee to apply the proceeds from the sale of the Series 2016 Bonds immediately after the Closing as specified in the Indenture and in any instructions delivered at Closing by an authorized officer of the Bank.

(h) The Bank is in compliance with all material laws and regulations applicable to it and its operations which, if violated by the Bank, could adversely affect the Bank's ability to take the actions contemplated hereby and by the Loan Agreement, and the Indenture.

(i) The Bank is not, in any way which could adversely affect the Bank's ability to take the actions contemplated hereby and by the Loan Agreement and the Indenture, in breach of or in default under any existing law, court or administrative regulation, decree, order, agreement, indenture, mortgage, lease, sublease or other instrument to which it is a party or by which it or its property is or may be bound, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default thereunder which could adversely affect the Bank's ability to take the actions contemplated hereby or by the Loan Agreement and the Indenture.

(j) The execution and delivery by the Bank of this Bond Purchase Agreement, the Series 2016 Bonds, the Indenture and the Loan Agreement and the other documents contemplated hereby, the assignment to the Trustee of certain of the Bank's rights under the Loan Agreement and the Series 2016 Note and the compliance by the Bank with the provisions of each of the foregoing documents will not, to any extent or in any way which could adversely affect the Bank's ability to take the actions contemplated hereby and by the Loan Agreement and the Indenture, conflict with or constitute on the part of the Bank a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage or loan agreement by which the Bank or its property is or may be bound.

(k) Other than the anticipated court proceedings to validate the Series 2016 Bonds, no litigation or proceeding to which the Bank is a party is pending or, to the knowledge of the Bank, threatened against or affecting the Bank (i) contesting the due organization or valid existence of the Bank, (ii) to restrain or enjoin the issuance or delivery of the Series 2016 Bonds, the application of the proceeds thereof, the functioning of the Bank or the payment, collection or application of revenues pursuant to the Indenture, the Loan Agreement or the Series 2016 Note, (iii) in any way contesting or affecting any authority for, or the validity or execution of the Series 2016 Bonds, the Indenture, the Loan Agreement or this Bond Purchase Agreement, the application of the proceeds of the Series 2016 Bonds or the payment, collection or application of revenues

or the pledge thereof pursuant to the Indenture, Loan Agreement or the Series 2016 Note, or (iv) in any way contesting the right and power of the Bank to take the actions to be taken by the Bank contemplated by such documents. To the knowledge of the Bank, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any Court, public board or body pending or threatened against or affecting the Bank (or any meritorious basis therefor) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or the validity of any agreement or instrument to which the Bank is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(l) The Bank covenants that between the date hereof and the Closing it will not take any action or permit any action within its control to be taken which will cause the representations and warranties of the Bank made herein to be untrue as of the Closing.

(m) The Bank agrees that all representations, warranties and covenants made by it hereunder shall remain in full force and effect despite any investigation by or on behalf of the Purchaser and shall survive any termination of this Bond Purchase Agreement.

4. The City hereby represents and warrants to and covenants with the Purchaser that:

(a) The City is and will be as of the date of the Closing a municipality organized and existing under the laws of the State of Mississippi.

(b) The City is and will be as of the date of Closing authorized under the laws of the State of Mississippi, including particularly the Act to: (i) adopt such resolutions as are necessary to approve the borrowing of the proceeds of the Series 2016 Bonds; (ii) execute and deliver the Series 2016 Note; (iii) borrow the proceeds of the Series 2016 Bonds from the Bank for the purposes set forth in the Loan Agreement and the Indenture; (iv) enter into, execute and deliver this Bond Purchase Agreement, the Loan Agreement, and the Series 2016 Note; and (v) approve the pledge and assignment to the Trustee of certain of the Bank's rights under the Loan Agreement and the Series 2016 Note, pursuant to the Indenture, as security for the payment of the Series 2016 Bonds.

(c) The City has full power and authority to consummate the transactions contemplated to be consummated by it pursuant to this Bond Purchase Agreement, the Series 2016 Bonds, the Indenture, the Loan Agreement and the Series 2016 Note.

(d) The City shall have prior to the Closing duly authorized all necessary action to be taken by it for (i) approving the borrowing of the proceeds of the Series 2016 Bonds from the Bank and the use of such proceeds; (ii) the execution, delivery and/or receipt of this Bond Purchase Agreement, the Loan Agreement and the Series 2016 Note, the approval and the execution, delivery, receipt and/or approval of any and all such other agreements and documents as may be required to be executed, delivered and received by the City in order to carry out, give effect to and consummate the transactions contemplated hereby; and (iii) the effectuation and consummation of the transactions

contemplated by this Bond Purchase Agreement, the Series 2016 Note, the Indenture and the Loan Agreement.

(e) The Series 2016 Note, when issued, delivered and paid for as herein and in the Indenture provided, will have been duly authorized and issued and will constitute a valid and binding obligation of the City enforceable in accordance with its terms (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights from time to time in effect and further subject to the availability of equitable remedies).

(f) The resolution of the City, authorizing the borrowing of the proceeds of the Series 2016 Bonds, adopted on _____, 2016 (the "City Resolution"), has not been modified, amended or repealed and is in full force and effect on the date hereof.

(g) The City will direct the Bank to apply the proceeds from the sale of the Series 2016 Bonds immediately after the Closing as specified in the Indenture and in any instructions delivered at Closing by an authorized officer of the City.

(h) The City is in compliance with all material laws and regulations applicable to it and its operations which, if violated by the City, could adversely affect the City's ability to take the actions contemplated hereby and by the Loan Agreement and the Indenture.

(i) The City is not, in any way which could adversely affect the City's ability to take the actions contemplated hereby and by the Loan Agreement, the Series 2016 Note and the Indenture, in breach of or in default under any existing law, court or administrative regulation, decree, order, agreement, indenture, mortgage, lease, sublease or other instrument to which it is a party or by which it or its property is or may be bound, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default thereunder which could adversely affect the City's ability to take the actions contemplated hereby or by the Loan Agreement, the Series 2016 Note or the Indenture.

(j) The execution and delivery by the City of this Bond Purchase Agreement, the Series 2016 Note, the Loan Agreement and the other documents contemplated hereby and by the Series 2016 Note and the compliance by the City with the provisions of each of the foregoing documents will not, to any extent or in any way which could adversely affect the City's ability to take the actions contemplated hereby and by the Loan Agreement and the Indenture, conflict with or constitute on the part of the City a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage or loan agreement by which the City or its property is or may be bound.

(k) Other than the anticipated court proceedings to validate the Series 2016 Bonds, no litigation or proceeding to which the City is a party is pending or, to the knowledge of the City, threatened against or affecting the City (i) contesting the due organization or valid existence of the City, (ii) to restrain or enjoin the issuance or

delivery of the Series 2016 Bonds or the Series 2016 Note, the application of the proceeds thereof, the functioning of the City or the payment, collection or application of revenues pursuant to the Indenture, the Loan Agreement, or the Series 2016 Note, (iii) in any way contesting or affecting any authority for, or the validity or execution of the Series 2016 Bonds, the Indenture, the Loan Agreement or this Bond Purchase Agreement, the application of the proceeds of the Series 2016 Bonds or the payment, collection or application of revenues or the pledge thereof pursuant to the Indenture, the Loan Agreement or the Series 2016 Note, or (iv) in any way contesting the right and power of the City to take the actions to be taken by the City contemplated by such documents. To the knowledge of the City, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any Court, public board or body pending or threatened against or affecting the City (or any meritorious basis therefor) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or the validity of any agreement or instrument to which the City is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(l) The City covenants that between the date hereof and the Closing it will not take any action or permit any action within its control to be taken which will cause the representations and warranties of the City made herein to be untrue as of the Closing.

(m) The City agrees that all representations, warranties and covenants made by it hereunder shall remain in full force and effect despite any investigation by or on behalf of the Purchaser and shall survive any termination of this Bond Purchase Agreement.

5. At 10:00 o'clock A.M., Central Daylight Savings Time, on _____, 2016 or at such other time or such other date, as shall have been mutually agreed upon by the Bank, the City and the Purchaser, the Bank will deliver, or cause to be delivered, to the Purchaser the Series 2016 Bonds, in a form acceptable to Bond Counsel, duly executed and duly authenticated by the Trustee, together with the other documents hereinafter mentioned; and the Purchaser will accept such delivery and pay the purchase price of the Series 2016 Bonds in immediately available funds by check or wire transfer or transfers.

Delivery of the Series 2016 Bonds as aforesaid shall be made at such location as is mutually agreed upon by the Purchaser, the Bank and the Trustee. Concurrent with such delivery, the Bank and the City shall deliver the certificates, reports and documents described in Section 8 hereof at the offices of Butler Snow LLP,, Ridgeland, Mississippi. Such delivery is herein called the "Closing."

6. The obligations of the Purchaser hereunder to purchase the Series 2016 Bonds shall be subject to the performance by the Bank of its obligations to be performed hereunder at and prior to the Closing, to the performance by the City of its obligations to be performed hereunder at or prior to the Closing, to the accuracy in all material respects, in the reasonable judgment of the Purchaser, of the representations and warranties of the Bank and of the City herein, in both cases, as of the date hereof and as of the time of the Closing and, in compliance with the following conditions:

(a) At the time of the Closing, (i) the Indenture, the Loan Agreement and the Series 2016 Note shall have been executed by the party or parties thereto and shall be in full force and effect and the forms of such instruments, (ii) the Bank and the City shall have duly adopted and there shall be in full force and effect such resolutions as shall, in the opinion of Butler Snow LLP, Ridgeland, Mississippi ("Bond Counsel"), be necessary in connection with the transactions contemplated hereby, (iii) the representations and warranties of the Bank provided in Section 4 hereof and of the City in Section 5 hereof shall be true, complete and correct in all material respects as if then made, (iv) the Bank and the City shall perform or have performed all obligations required under or specified in this Bond Purchase Agreement to be performed at or prior to the Closing, and (v) the proceeds of the sale of the Series 2016 Bonds shall be applied and deposited as described in the Indenture.

(b) At or prior to the Closing, the Bank shall have delivered the Series 2016 Bonds and shall have assigned and delivered the Series 2016 Note to the Trustee.

(c) At or prior to the Closing, the Purchaser shall receive the following documents:

(A) the approving opinion of Bond Counsel dated the date of the Closing, together with letter to the Purchaser authorizing reliance thereon;

(B) an opinion, dated the date of Closing, of counsel for the Bank, in form and content reasonably acceptable to the Purchaser, either addressed to the Purchaser or accompanied by a letter to the Purchaser authorizing reliance thereon;

(C) an opinion, dated the date of the Closing, of counsel for the City, in form and content reasonably acceptable to the Purchaser, either addressed to the Purchaser or accompanied by a letter to the Purchaser authorizing reliance thereon;

(D) a certificate of the City, addressed to the Bank and the Purchaser, dated the date of the Closing, signed by authorized officers of the City, in form and content reasonably acceptable to the Purchaser;

(E) a certificate of the Bank dated the date of the Closing and signed by an appropriate official or representative of the Bank, in form and content reasonably acceptable to the Purchaser;

(F) executed or conformed copies each of the Indenture, the Loan Agreement and the Series 2016 Note duly executed by the parties thereto;

(G) a certified copy of the Bank Resolution authorizing, approving or ratifying the execution and delivery of the Series 2016 Bonds, the Indenture, the Loan Agreement and this Bond Purchase Agreement;

(H) certified copies of the City Resolution authorizing the execution and delivery of the Loan Agreement and the Series 2016 Note;

(I) a certificate of the Trustee to the effect that (i) all moneys and securities delivered to the Trustee under and pursuant to the Indenture have been duly deposited to the credit of the appropriate funds established under or in accordance with the Indenture or otherwise applied as provided in the Indenture, (ii) the Indenture has been duly executed and delivered to the Trustee by the Bank, (iii) the Series 2016 Bonds have been authenticated and (iv) the Trustee has no knowledge of any default under the Indenture;

(J) evidence of validation of the Series 2016 Bonds by judgment of the Chancery Court of the First Judicial District of Hinds County, Mississippi;

(K) such additional legal opinions, certificates, proceedings, instruments and other documents as the Purchaser or Bond Counsel may reasonably request to evidence compliance by the Bank and the City with legal requirements, the truth and accuracy, as of the time of Closing, of their respective representations contained herein and the due performance or satisfaction by each thereof at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by each thereof.

The Bank and the City will furnish the Purchaser with additional conformed copies of such opinions, certificates, letters and documents as the Purchaser reasonably requests.

If either the Bank or the City shall be unable to satisfy the conditions to the obligations of the Purchaser contained in this Bond Purchase Agreement, or if the obligations of the Purchaser to purchase and accept delivery of the Series 2016 Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Purchaser nor the Bank shall be under further obligation hereunder. However, the Purchaser may, in its sole discretion, waive one or more of the conditions imposed by this Bond Purchase Agreement for the protection of the Purchaser and proceed with the Closing contemplated hereby.

7. All representations, warranties and agreements of the Bank and the City herein shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Purchaser, and shall survive any termination of this Bond Purchase Agreement by the Purchaser pursuant to the terms hereof.

8. The Bank will pay or cause to be paid from, but only from, the proceeds of the Series 2016 Bonds, and other moneys provided by the City, all expenses incident to the performance of the Bank's obligations under this Bond Purchase Agreement, including, but not limited to, mailing or delivery of the Series 2016 Bonds, costs of printing the Series 2016 Bonds, mailing and delivery thereof by the printer, fees and disbursements of Bond Counsel, expenses of the Bank, costs and expenses of preparing and reproducing this Bond Purchase Agreement, the Indenture, the Loan Agreement, the Series 2016 Note and fees and expenses of the Trustee. The

Purchaser shall pay the cost of all other expenses incurred by the Purchaser in connection with the purchase of the Series 2016 Bonds.

9. Any notice or other communication to be given to the Bank, the City or the Purchaser under this Bond Purchase Agreement shall be given in writing and shall be mailed, telegraphed or delivered to the following respective addresses until otherwise directed by written notice to the other parties hereto:

The Bank:	Mississippi Development Bank 735 Riverside Drive, Suite 300 Jackson, Mississippi 39202 Attention: William T. Barry, Executive Director
The City:	City of Hattiesburg, Mississippi City Hall, 200 Forrest Street Hattiesburg, Mississippi 39401 Attention: Mayor
The Purchaser:	_____

10. This Bond Purchase Agreement is made solely for the benefit of the Bank, the City and the Purchaser and their respective successors and assigns and no other person shall acquire or have any right hereunder or by virtue hereof. The terms "successors" and "assigns" as used in the preceding sentence shall not include any purchasers of any Series 2016 Bonds from or through the Purchaser merely because of such purchase. All representations, warranties and agreements in this Bond Purchase Agreement shall remain in full force and effect, regardless of (a) delivery of and payment for the Series 2016 Bonds hereunder and (b) any termination of this Bond Purchase Agreement.

11. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

Very truly yours,

_____
_____, _____

BY: _____
TITLE:_____

Signature Page to the Bond Purchase Agreement, by and among the Mississippi Development Bank, the City of Hattiesburg, Mississippi and _____ in regard to the sale of Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project).

Accepted and agreed to as of
___:__ o'clock __.m.
Central Daylight Savings Time,
on the date first above written:

MISSISSIPPI DEVELOPMENT BANK

BY: _____
Its: Executive Director

Signature Page to the Bond Purchase Agreement, by and among the Mississippi Development Bank, the City of Hattiesburg, Mississippi and _____ in regard to the sale of Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project).
.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Its: Mayor

Signature Page to the Bond Purchase Agreement, by and among the Mississippi Development Bank, the City of Hattiesburg, Mississippi and _____ in regard to the sale of Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project).

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EXHIBIT I

INDENTURE OF TRUST

BY AND BETWEEN

MISSISSIPPI DEVELOPMENT BANK

AND

_____ BANK
_____, _____
AS TRUSTEE

DATED AS OF _____, 2016

RE:

$25,000,000
MISSISSIPPI DEVELOPMENT BANK
TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2016
(HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM CONSTRUCTION PROJECT)

This instrument was drafted by:

BUTLER SNOW LLP
Attorneys At Law
Suite 1400
1020 Highland Colony Parkway
Post Office Box 6010
Ridgeland, MS 39158-6010

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INDENTURE OF TRUST

This **INDENTURE OF TRUST** dated as of _____, 2016, is by and between the **MISSISSIPPI DEVELOPMENT BANK**, a public body corporate and politic of the State of Mississippi (the "State"), exercising essential public functions (the "Bank" or the "Issuer"), organized under the provisions of Mississippi Code of 1972, Sections 31-25-1 et seq., as from time to time amended (the "Act"), and _____ **BANK**, a State banking corporation duly organized, existing under the laws of the State of _____ and authorized to accept and execute trusts of the character herein, with its principal corporate trust office in _____, _____, as Trustee (the "Trustee").

WITNESSETH

WHEREAS, the Bank is authorized and empowered by the provisions of the Act to issue Series 2016 Bonds and to enter into loan agreements with Local Governmental Units (all as defined herein and in the Act); and

WHEREAS, the execution and delivery of this Indenture of Trust (the "Indenture") have been in all respects duly and validly authorized by a resolution duly passed and approved by the Board of the Bank.

NOW, THEREFORE, WITNESSETH THIS INDENTURE OF TRUST:

GRANTING CLAUSES

The Bank, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Series 2016 Bonds by the owners thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of and interest on the Series 2016 Bonds according to their tenor and effect and to secure the performance and observance by the Bank of all covenants expressed or implied herein and in the Series 2016 Bonds, does hereby grant, transfer, bargain, sell, convey, mortgage, assign and pledge, and grant a security interest in the rights, interests, properties, monies and other assets described in the following Granting Clauses to the Trustee and its successors in trust and assigns forever, for the securing of the performance of the obligations of the Bank hereinafter set forth, such grant, transfer, bargaining, sale, conveyance, mortgage, assignment, pledge and security interest, as described in the following Granting Clauses.

GRANTING CLAUSE FIRST

All cash and securities now or hereafter held in the Funds and Accounts created or established under this Indenture and the investment earnings thereon and all proceeds thereof.

GRANTING CLAUSE SECOND

The Loan Agreement and the Series 2016 Note acquired and held by the Trustee pursuant to this Indenture and the earnings thereon and all proceeds thereof.

GRANTING CLAUSE THIRD

All funds, accounts and moneys hereinafter pledged to the Trustee as security by the Bank to the extent of that pledge.

TO HAVE AND TO HOLD all and singular the hereinafter defined Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trust herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Series 2016 Bonds issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Series 2016 Bonds over any of the other Series 2016 Bonds, except as otherwise expressly provided herein;

PROVIDED HOWEVER, that if the Bank shall pay or cause to be paid, or there shall otherwise be paid or made provision for payment of, the principal of and interest on the Series 2016 Bonds due or to become due thereon, at the times and in the manner mentioned in the Series 2016 Bonds, to the Trustee of all sums of money due or to become due according to the provisions hereof and shall otherwise comply with Article IX hereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture shall remain in full force and effect.

FURTHER WITNESSETH THIS INDENTURE OF TRUST, and it is expressly declared, that all Series 2016 Bonds issued and secured hereunder are to be issued, authenticated and delivered, and all said property, rights and interests, including, without limitation, the amounts hereby assigned and pledged, are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, and the Bank has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners, from time to time, of the Series 2016 Bonds, or any part thereof, as follows (subject, however, to the provisions of Sections 3.11 and 3.12 hereof):

ARTICLE I

DEFINITIONS AND RULES OF INTERPRETATION

SECTION 1.01 Definitions.

The following words and phrases shall have the following meanings unless the context otherwise requires:

"Accounts" means the accounts created pursuant to Article VI hereof.

"Act" means the provisions of Mississippi Code of 1972, Sections 31-25-1 et seq., as amended from time to time.

"Authorized Investments" shall mean any and all securities, instruments and the like in which the Bank is authorized from time to time to invest its funds under State law, including but not limited to Governmental Obligations.

"Authorized Officer" means the President, Vice President, or Executive Director or Secretary, or Assistant Secretary of the Bank or such other person or persons who are duly authorized to act on behalf of the Bank.

"Bank" means the Mississippi Development Bank, a body corporate and politic exercising essential public functions, or any successor to its functions.

"Bankruptcy Code" means 11 U.S.C. Section 101 et seq., as amended and supplemented from time to time.

"Bond Counsel" means an attorney or firm of attorneys approved by the City and the Bank that is nationally recognized in the area of municipal law and matters relating to the exclusion of interest on state and local government Series 2016 Bonds from gross income under federal tax law, including particularly compliance with Section 148(f) of the Code.

"Bond Issuance Expense Account" means the account by that name created by Section 6.02 hereof for the Series 2016 Bonds.

"Bondholder" or **"holder of Series 2016 Bonds"** or **"owner of Series 2016 Bonds"** or any similar term means the registered owner of any Series 2016 Bond.

“Bonds” means any Series 2016 Bonds and any Refunding Bonds, related thereto.

"Business Day" means any day, other than a Saturday or Sunday, on which the Trustee or the Hattiesburg City Hall is not closed and on which the payment system of the Federal Reserve System, New Orleans branch, is operational.

"City" means the City of Hattiesburg, Mississippi or any successor thereto.

"Code" means the Internal Revenue Code of 1986 in effect on the date of issuance of the Series 2016 Bonds, and the applicable regulations or rulings promulgated or proposed thereunder.

"Construction Project" means repairing, improving and extending the combined water and sewer system of the City.

"Costs of Issuance" mean items of expense payable or reimbursable directly or indirectly by the Bank and related to the authorization, sale, validation and issuance of Series 2016 Bonds, execution and delivery of the Loan Agreement and the Series 2016 Note, which items of expense shall include, but not be limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Trustee, underwriters' discounts, legal fees and charges, professional consultants' fees, costs of credit ratings, fees and charges for execution, transportation and safekeeping of Series 2016 Bonds, bond or reserve

fund insurance premiums, credit enhancements or liquidity facility fees, and other costs, charges and fees in connection with the foregoing.

"Counsel" means an attorney duly admitted to practice law before the highest court of any state and approved by the Bank and the Trustee.

"Debt Service Reserve Fund" means collectively all the debt service reserve funds, including Accounts created thereunder, which are required for the Series 2016 Bonds issued under this Indenture, as it may be supplemented or amended from time to time.

"Debt Service Reserve Requirement" means the lesser of the following: (i) the maximum amount of principal and interest becoming due in the current or any future bond year (meaning each 1 year period (or such shorter period as hereinafter described) beginning on ____2 of one year and ending on _____ 1 of the following year – except, however, the first bond year shall be from the issue date of the Series 2016 Bonds until _____ 1, 20___) on all Series 2016 Bonds then outstanding; (ii) 125% of average annual debt service on the Series 2016 Bonds; and (iii) 10% of the stated principal amount of the Series 2016 Bonds, or if such issue of Series 2016 Bonds has more than a *de minimis* amount (as defined in Section 1.148-1(b) of the Treasury Regulations) of original issue discount or premium, ten percent (10%) of the issue price (as defined in Section 1.148-1(b) of the Treasury Regulations), which Debt Service Reserve Requirement may be funded with cash or a Reserve Fund Credit Facility; provided, however, that upon initial issuance of the Series 2016 Bonds, the Debt Service Reserve Requirement will mean the amount set forth in (i) hereinabove and in future years if the amount of the Debt Service Reserve Requirement should equal an amount in excess of the lesser of (i), (ii) and (iii) above, the funds held in the Debt Service Reserve Requirement will be not be invested at a yield in excess of the yield on the Series 2016 Bonds.

"Default" means an event or condition the occurrence of which, with the lapse of time or the giving of notice or both, would become an Event of Default hereunder.

"Event of Default" means any occurrence or event specified in Section 10.01 hereof.

"Executive Director" means the Executive Director of the Bank.

"Fees and Charges" means fees and charges established by the Bank from time to time pursuant to the Act which are payable by the City.

"Fiscal Year" means the Bank's fiscal year being the twelve (12) month period from July 1 through the following June 30 or such other fiscal year as may be established by the Bank.

"Funds" means the funds created pursuant to Article VI hereof.

"General Account" means the account by that name created by Section 6.02 hereof for the Series 2016 Bonds.

"General Fund" means the fund by that name created by Section 6.02 hereof.

"Governmental Obligations" means to the extent permitted by state law (a) direct obligations of the United States of America; (b) obligations guaranteed as to principal and interest by the United States of America or any federal agency whose obligations are backed by the full faith and credit of the United States of America, including but not limited to: Department of Housing and Urban Development, Export-Import Bank, Farmers Home Administration (or the successor thereto), Federal Financing Bank, Federal Housing Administration, Maritime Administration, and Small Business Administration, which obligations include but are not limited to certificates or receipts representing direct ownership of future interest or principal payments on obligations described in clause (a) or in this clause (b) and which are held by a custodian in safekeeping on behalf of the holders of such receipts; (c) securities evidencing ownership interests in open-end management type investment companies or investment trusts registered under the Investment Company Act of 1940, as amended, whose investments are limited to the obligations described in clauses (a) and (b) and to repurchase agreements fully collateralized by such obligations; and (d) obligations of any state of the United States or any political subdivision thereof, the full payment of principal of, premium, if any, and interest on which (i) is fully and unconditionally guaranteed or insured by the United States of America, or (ii) is provided for by an irrevocable deposit of the securities described in clause (i) to the extent such investments are permitted by law.

"Indenture" means this Indenture of Trust, and all supplements and amendments hereto entered into pursuant to Article XII hereof.

"Interest Payment Date" means any date on which interest is payable on the Series 2016 Bonds, and for the Series 2016 Bonds, on the anniversary date of the issuance of the Series 2016 Bonds.

"Investment Securities" means any and all securities, instruments and the like in which the Bank is authorized from time to time to invest its funds under State law, including but not limited to Governmental Obligations.

"Loan Account" means the account by that name created by Section 6.02 hereof for the Series 2016 Bonds.

"Loan Agreement" means the Loan Agreement by and between the City and the Bank dated as of _____, 2016.

"Local Governmental Units" means (i) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State of Mississippi, (ii) the State of Mississippi or any agency thereof, (iii) the institutions of higher learning of the State of Mississippi, (iv) any education building corporation established for institutions of higher learning, or (v) any other governmental unit created under state law, such as the City.

"Moody's" shall mean Moody's Investors Service, a Delaware Corporation, its successors and assigns and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized

securities rating agency designated by the City (with the approval of the Bank), by written notice to the Trustee.

"Notice Address" means, with respect to the City, the City's address given in connection with the execution and delivery of the Loan Agreement and the Series 2016 Note to the Bank, and, with respect to the Bank, the Trustee and the Original Purchaser and the Bond Insurer:

Bank: Mississippi Development Bank
735 Riverside Drive, Suite 300
Jackson, Mississippi 39202
Attention: Executive Director

Trustee: _____ Bank
_____
_____, _____ _____
Attention: Trust and Financial Services Group

Original Purchaser: _____
_____
_____

"Opinion of Bond Counsel" means an opinion by a nationally recognized firm experienced in matters relating to the tax exemption for interest payable on obligations of states and their instrumentalities and political subdivisions under federal law, and which is acceptable to the Bank and the Trustee.

"Opinion of Counsel" means a written opinion of Counsel addressed to the Trustee, for the benefit of the owners of the Series 2016, who may (except as otherwise expressly provided in this Indenture) be Counsel to the Bank or Counsel to the owners of the Series 2016 and who is acceptable to the Trustee.

"Original Purchaser" means _____, _____, _____.

"Outstanding" or **"Series 2016 Bonds Outstanding"** means all Series 2016 Bonds which have been authenticated and delivered by the Trustee under this Indenture, including Series 2016 Bonds held by the Bank, except:

(a) Series 2016 Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;

(b) Series 2016 Bonds deemed paid under Article IX hereof; and

(c) Series 2016 Bonds in lieu of which other Series 2016 Bonds have been authenticated under Section 3.05, 3.06 or 3.10 hereof.

"Positive Cash Flow Certificate" means a certificate prepared in accordance with Section 5.09 hereof by the Bank to the effect that immediately after the occurrence or non-

occurrence of a specific action or omission, as appropriate, Revenues expected to be received, together with other moneys expected to be held in the Funds and Accounts under the Indenture and available therefor in accordance with Section 5.09 (1)(c) hereof, will be sufficient on each Interest Payment Date to at least provide payment of the principal and interest of the Outstanding Series 2016 Bonds due on such date and the payment of Program Expenses, if any.

"Principal Payment Date" means the maturity date or the redemption date of any Bond.

"Program" means the program for entering into a loan with Local Governmental Units by the Bank pursuant to the Act.

"Program Expenses" means all of the fees and expenses of the Trustee, any expenses for preparing Positive Cash Flow Certificates under Section 5.09 hereof, to the extent properly allocable to the Program and approved in writing by the Bank.

"Record Date" means, with respect to any Interest Payment Date, the fifteenth day of the calendar month next preceding such Interest Payment Date.

"Redemption Account" means the account by that name created by Section 6.02 hereof for the Series 2016 Bonds.

"Redemption Price" means, with respect to any Bond, the principal amount thereof, plus the applicable premium, if any, and interest payable upon redemption prior to maturity.

"Reserve Fund Credit Facility" an irrevocable and unconditional letter of credit, insurance policy or surety bond, the terms of which have been approved by the City and the Bank, issued by a bank or other financial institution, which is acceptable to the City and the Bank, which credit facility names the Indenture Trustee as the beneficiary thereunder; provided, that any such credit facility (other than an insurance policy or surety bond extending to the maturity date of the Series 2016 Bonds) must (a) be renewable or extendable on an annual basis; (b) have an initial term of not less than three (3) years; (c) provide that the bank or other financial institution providing such credit facility must notify the Indenture Trustee and the City, no less than thirty (30) days in advance of the expiration of the credit facility of its intention not to renew or extend such credit facility; (d) permit the Indenture Trustee to make a draw thereunder to fund the Debt Service Reserve Fund not later than five (5) business days prior to the earlier of (1) the expiration date of such credit facility and (2) the date the proceeds of such draw will be needed to fund the Debt Service Reserve Fund.

"Revenues" means the Funds and Accounts and all income, revenues and profits of the Funds and Accounts referred to in the granting clauses hereof including, without limitation, all Series 2016 Note Payments and any additional amount paid to the Trustee under the Loan Agreement on the Series 2016 Note.

"Secretary" means the Secretary or Assistant Secretary of the Bank.

"Series 2016 Bonds" means the $25,000,000 Mississippi Development Bank Taxable Special Obligation Series 2016 Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) issued pursuant to Section 2.01 of this Indenture.

"Series 2016 Note" means the $25,000,000 Taxable Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding Project), dated _____, 2016, of the City to the Bank, attached as EXHIBIT B to the Loan Agreement.

"Series 2016 Note Interest Payment" means that portion of the Series 2016 Note Payment which represents the interest due or to become due on the Series 2016 Note held by the Trustee pursuant to this Indenture.

"Series 2016 Note Payment" means together the amounts paid or required to be paid, from time to time, for principal and interest on the Series 2016 Note held by the Trustee pursuant to this Indenture.

"Series 2016 Note Principal Payment" means that portion of the Series 2016 Note Payment which represents the principal due or to become due on the Series 2016 Note held by the Trustee pursuant to this Indenture.

"Series 2016 Project" means providing funds for (i) the Construction Project; (ii) funding the Debt Service Reserve Fund for the Series 2016 Bonds, and (iii) paying the costs of issuance of the Series 2016 Bonds and the Series 2016 Note.

"Special Reserve Fund" means the fund by that name created by Section 6.02 hereof.

"Standard & Poor's" shall mean Standard & Poor's Ratings Group, a division of The McGraw Hill Companies, its successors and assigns and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, "Standard & Poor's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Bank), by written notice to the Trustee.

"State" means the State of Mississippi.

"Supplemental Indenture" means an indenture supplemental to or amendatory of this Indenture, executed by the Bank and the Trustee in accordance with Article XII hereof.

"Trust Estate" means the property, rights, and amounts pledged and assigned to the Trustee pursuant to the granting clauses hereof.

"Trustee" means _____ Bank of _____, _____, a State banking corporation organized and existing under the laws of the State of Mississippi, or any successor thereto hereunder.

SECTION 1.02 Rules of Interpretation.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) "This Indenture" means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated "Articles", "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder," and "herewith" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article or elsewhere in this Indenture have the meanings assigned to them in this Article or elsewhere in this Indenture, as the case may be, and include the plural as well as the singular.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles.

(e) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(f) The headings or captions used in this Indenture are for convenience of reference only and shall not define or limit or describe any of the provisions hereof or the scope or intent thereof.

ARTICLE II

AUTHORIZATION AND ISSUANCE OF SERIES 2016 BONDS

SECTION 2.01 Authorization and Issuance of Series 2016 Bonds.

(1) Series 2016 Bonds of the Bank to be known and designated as "Mississippi Development Bank Taxable Special Obligation, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) are hereby authorized to be issued. The aggregate principal amount of Series 2016 Bonds that may be issued, authenticated and Outstanding hereunder is limited to Twenty Five Million Dollars ($25,000,000).

(2) There is hereby created by this Indenture, in the manner and to the extent provided herein, a continuing pledge and lien to secure the full and final payment of the principal or Redemption Price of and interest on all of the Series 2016 Bonds issued pursuant to this Indenture. The Series 2016 Bonds shall be payable solely from the Revenues. The State shall not be liable on the Series 2016 Bonds and the Series 2016 Bonds shall not be a debt, liability, pledge of the faith or loan of the credit of the State. The Series 2016 Bonds shall contain on the face thereof a statement to the effect that the Bank is obligated to pay the principal of the Series 2016 Bonds, the interest and the redemption premium, if any, thereon only from the Revenues and that the State is not obligated to pay such principal, interest or redemption premium, if any, and that neither the faith and credit nor the taxing power of the State is pledged to the payment of the Series 2016 Bonds. In the Act, the State has pledged to and agreed with the holders of any Series 2016 Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2016 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in

connection with any action or proceeding by or on behalf of such holders of Series 2016 Bonds are fully met and discharged. All Series 2016 Bonds shall mature on or before ____, 20___.

SECTION 2.02 Purpose and Disposition of Series 2016 Bonds.

The purpose for issuing the Series 2016 Bonds is to fund the Loan Account in order to provide funds to loan to the City and provide funds in connection with the sale and issuance of the Series 2016 Note by the City, which will provide funds for the following: (i) the Construction Project; (ii) to fund the Debt Service Reserve Fund; and (iii) to fund the Bond Issuance Expense Account of the General Fund to pay the Costs of Issuance for the Series 2016 Bonds and the Series 2016 Note. The principal amount of the Series 2016 Bonds will be supplied by multiple advances as provided herein. Upon the delivery of the Series 2016 Bonds and receipt of the net proceeds therefor, the Bank shall deliver to the Trustee proceeds of the Series 2016 Bonds in the amount of $_____, for deposit as follows: (i) into the Bond Issuance Expense Account of the General Fund, the sum of $_____ to pay Costs of Issuance for the Series 2016 Bonds and the Series 2016 Note; and (ii) into the Loan Account, $_____ of the net proceeds for use in lending money to the City under the Loan Agreement, as secured by the Series 2016 Note.

The principal amount of the Series 2016 Bonds will be supplied by multiple advances, as needed by the Bank. Interest shall begin to accrue on the principal amount of each advance only from the date of each such advance. The amount of each advance will be recorded by the Trustee in the place provided therefor on the reverse of each respective Series 2016 Bond, along with the date of such advance, and the signature of the Trustee shall be affixed in witness of each such advance in the place provided therefor. If the total amount of the total advances is less than the principal amount stated on the respective Series 2016 Bond, the Trustee shall issue a new Series 2016 Bond in the amount of such total advances and the total annual installments of principal interest as stated on the respective Series 2016 Bond will be adjusted to reflect an annual installment to amortize such amount over an eighteen year period.

SECTION 2.03 General Description of the Series 2016 Bonds.

The Series 2016 Bonds shall be issuable as fully registered Series 2016 Bonds shall be issuable as fully registered bonds in the denomination of $1.00 or any integral multiple thereof. The Series 2016 Bonds shall be numbered from 1 upward, as applicable.

Each Series 2016 Bond shall carry an original date as of the date of delivery and authentication thereof.

Payments of interest only shall be made on the first and second anniversary date of the Series 2016 Bonds. Equal amortized installment of principal and interest shall be payable to the registered owner of the Series 2016 Bonds each year on the anniversary date of the Series 2016 Bonds, beginning three (3) years from the date of the Series 2016 Bonds and continuing through the twentieth (20th) year after the date of the Series 2016 Bonds. The Series 2016 Bonds shall be payable, both as to principal and interest, in lawful money of the United States of America.

Provided, however, that at the option of the Original Purchaser the principal amount of the Series 2016 Bonds may be supplied by multiple advances, as needed by the Series 2016 Bonds. In such event, interest shall begin to accrue on the principal amount of each advance

only from the date of each such advance. If the Original Purchaser elects to provide the principal amount of the Series 2016 Bonds in multiple advances, the amount of each advance will be recorded by the Trustee in the place provided therefor on the reverse of the Series 2016 Bonds, in substantially the form hereinafter set forth, along with the date of such advance, and the signature of the Trustee shall be affixed in witness of each such advance in the place provided therefor. In the event that the Original Purchaser does not elect to provide the principal amount of the Series 2016 Bonds in multiple advances, the Series 2016 Bonds will be printed in substantially the form hereinafter set forth, but any reference to providing the principal amount of the Series 2016 Bonds in multiple advances, including the provisions for registration of such multiple advances, may be deleted from the Series 2016 Bonds.

All payments in respect to the Series 2016 Bonds, whether of principal or interest and including prepayments of principal (either redemption of the Series 2016 Bonds or partial redemption thereof), shall be made directly to the registered owner at his address shown on the Series 2016 Bond registration records of the Bank without, except for final payment, the presentation or surrender of the Series 2016 Bonds and all such payment shall discharge the obligation of the Bank with respect to the Series 2016 Bonds.

SECTION 2.04 Provisions for Issuance of Series 2016 Bonds.

Series 2016 Bonds shall be executed by Authorized Officers of the Bank for issuance under this Indenture and delivered to the Trustee and thereupon shall be authenticated by the Trustee and by it delivered to the Bank or to the purchasers thereof, as specified in a written order of the Bank, but only upon the receipt by the Trustee of:

(a) An Opinion of Counsel dated as of the date of delivery thereof to the effect that (i) this Indenture and the performance by the Bank of its obligations hereunder, have been duly authorized, and this Indenture has been duly executed and delivered by the Bank and constitutes the legal, valid and binding agreement of the Bank, enforceable in accordance with its terms; (ii) the Series 2016 Bonds have been duly authorized, sold, executed and delivered by the Bank, and are valid and binding obligations of the Bank enforceable in accordance with their terms; and (iii) all resolutions and actions of the Bank relating to the documents in question and all related proceedings comply with all rules and regulations of the Bank and all approvals or other actions required to be obtained or taken by the Bank under the Act have been obtained or taken as required;

(b) A written order as to the delivery of such Series 2016 Bonds, signed by an Authorized Officer;

(c) A copy of the resolution adopted and approved by the Bank, authorizing the execution and delivery of this Indenture and the issuance and sale of such Series 2016 Bonds, certified by an Authorized Officer;

(d) A certificate of an Authorized Officer that upon delivery of and payment for such Series 2016 Bonds, the amount on deposit in the Debt Service Reserve Fund, including any amount to be deposited therein from the proceeds of such Series 2016

Bonds or from the acquisition of a Reserve Fund Credit Facility, will be equal to the Debt Service Reserve Requirement for the Debt Service Reserve Fund;

(e) [Reserved];

(f) A certificate of an Authorized Officer that the issuance of such Series 2016 Bonds will not violate any limitations in the Act or any other laws of the State as to the amount of Series 2016 Bonds that may be Outstanding from time to time;

(g) A certificate of an Authorized Officer that the Act has not been repealed or amended in a manner that would adversely affect the rights of owners of such Series 2016 Bonds; and

(h) Such further documents, moneys and securities as are required by the provisions of this Article VII hereof.

SECTION 2.05 Provisions for Issuance of Refunding Series 2016 Bonds.

(1) All or any part of one or more series of Refunding Series 2016 Bonds may be authenticated and delivered upon original issuance to refund all or any part of the Outstanding Series 2016 Bonds. Refunding Series 2016 Bonds shall be issued in a principal amount sufficient, together with other moneys available therefor, to accomplish such refunding and to make such deposits required by the provisions of the Act, this Section and by the Supplemental Indenture authorizing said Refunding Series 2016 Bonds.

(2) Refunding Series 2016 Bonds may be authenticated and delivered only upon receipt by the Trustee (in addition to the receipt by the Trustee of the documents required by Section 2.04 hereof) of:

(a) Irrevocable instructions to the Trustee, satisfactory to it, to give due notice of redemption of all the Series 2016 Bonds to be refunded on the redemption date specified in such instructions;

(b) Irrevocable instructions to the Trustee, satisfactory to it, to give notice provided for in Section 4.05 hereof to the owners of the Series 2016 Bonds being refunded; and

(c) Either (i) moneys in an amount sufficient to effect payment at the applicable Redemption Price or principal payment amount of the Series 2016 Bonds to be refunded or paid, respectively, together with accrued interest on such Series 2016 Bonds to the redemption or maturity date and all necessary and appropriate fees and expenses of the Trustee, which moneys shall be held by the Trustee or any one or more of the Trustees in a separate account irrevocably in trust for and assigned to the respective owners of the Series 2016 Bonds to be refunded or paid, or (ii) Governmental Obligations in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications, as shall be necessary to comply with the provisions of Article VIII, which Governmental Obligations shall be held in trust and used only as provided in said Article.

SECTION 2.06 Form of Series 2016 Bonds.

The Series 2016 Bonds and the Trustee's certificate of authentication to be endorsed on the Series 2016 Bonds are all to be in substantially the following form, with necessary and appropriate variations, omissions and insertions as are permitted or required by this Indenture:

(remainder of page intentionally left blank)

(FORM OF SERIES 2016 BOND)

(Front of Series 2016 Bond)

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
MISSISSIPPI DEVELOPMENT BANK
TAXABLE SPECIAL OBLIGATION BOND, SERIES 2016
(HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM CONSTRUCTION PROJECT)

NO. R-____

Interest Rate	**Maturity Date**	**Original Date**	**Date of Authentication**	**CUSIP**
		_____, 2016	**_____, 2016**	

Registered Owner:

Principal Amount:

Mississippi Development Bank, a body corporate and politic, exercising essential public functions ("Bank") and organized under the laws of the State of Mississippi (the "State"), for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, upon surrender hereof, the principal amount stated above in lawful money of the United States of America but solely from the sources referred to herein and not otherwise. As specified herein, unless this Series 2016 Bond, as hereinafter defined, shall be redeemable and shall previously have been called for redemption and payment of the redemption price made or provided for, and to pay interest on such principal amount in like money, but solely from said sources, from the interest payment date to which interest has been paid as of the date of authentication of this Series 2016 Bond payable on the anniversary date of the Bonds, commencing on the first (1st) anniversary date of the Series 2016 Bonds, until payment of such principal amount shall have been made upon redemption or as specified herein. Payments of interest only shall be made on the first and second anniversary date of this Series 2016 Bond. Principal payments with interest on the unpaid principal balance from the date hereof shall be payable in equal annual installments of principal and interest in the amount of _____ Dollars and _____ Cents ($_____) beginning on the third anniversary date of the Series 2016 Bond and continuing through the Twentieth anniversary date of the Series 2005 Bond, inclusive; and provided that the final payment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable twenty (20) years from the date hereof. Each payment shall be applied first to the payment of accrued interest, and secondly, to the payment of principal. The principal of this Series 2016 Bond is payable at the principal corporate trust office of _____ Bank, as Trustee, in the City of _____, Mississippi, or at the principal corporate trust office of any successor trustee appointed under the Indenture hereinafter mentioned; and payments of interest hereon will be made to the Registered Owner hereof (whose name appears on the registration records kept by the Trustee at the close of

business on the fifteenth day of the month preceding such Interest Payment Date) by check mailed on the Interest Payment Date by the Trustee to such Registered Owner at his address as it appears on the registration records of the Bank kept by the Trustee or at such other address as is furnished to the Trustee in writing by such Registered Owner or at the written election of the Registered Owner of $1,000,000 or more in aggregate principal amount of Series 2016 Bonds, delivered to the Trustee at least one Business Day prior to the Record Date (as defined in the Indenture), for which such election will be effective by wire transfer to the Registered Owner or by deposit into the account of the Registered Owner if such account is maintained by the Trustee.

Optional Language: [Provided, however, that at the option of _____, the principal amount of this Series 2016 Bond may be supplied by multiple advances, as needed by the Bank. In such event, interest shall begin to accrue on the principal amount of each advance only from the date of each such advance. If _____, elects to provide the principal amount of this Series 2016 Bond in multiple advances, the amount of each advance will be recorded by the Trustee in the place provided therefor on the reverse hereof, along with the date of such advance, and the signature of the Trustee shall be affixed in witness of each such advance in the place provided therefor.]

This Series 2016 Bond and the other Series 2016 Bonds, and the interest payable hereon and thereon, are payable solely by the Bank from the Revenues (as defined herein) and other funds of the Bank pledged therefor under the Indenture, which Revenues and funds include the payments on the Series 2016 Note (as defined in the Indenture) purchased by the Bank and assigned to the Trustee. The Bank has no taxing power. This Series 2016 Bond and the other Series 2016 Bonds, both as to principal and interest, do not constitute a debt, liability or loan of the credit of the State of Mississippi ("State") or any political subdivision thereof under the constitution or statutes of the State or a pledge of the faith and credit or the taxing power of the State or any political subdivision thereof. The issuance of the Series 2016 Bonds under the provisions of the Act, as hereinafter defined, does not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Series 2016 Bonds do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution or the statutes of the State and do not now and shall never constitute a charge against the credit of the State or any political subdivision thereof or a charge against the taxing power of the State or any political subdivision thereof. Neither the State nor any agent, attorney, member or employee of the State or of the Bank shall in any event be liable for the payment of the principal of, premium, if any, or interest on the Series 2016 Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any agent, employee, attorney or member of the State or of the Bank, or any charge upon their general credit or upon the taxing power of the State. In the Act, the State has pledged and agreed with the holders of any Series 2016 Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2016 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Series 2016 Bonds, are fully met and discharged.

This Series 2016 Bond is one of an authorized issue of Series 2016 Bonds of the Bank known as Mississippi Development Bank Taxable Special Obligation Series 2016 Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Series 2016 Bonds") issued under and secured by an Indenture of Trust, dated as of _____, 2016 ("Indenture"), duly executed and delivered by the Bank to _____ Bank, Jackson, Mississippi, as Trustee ("Trustee"). The Series 2016 Bonds are limited in aggregate principal amount to not exceed Twenty Five Million Dollars ($25,000,000). The Series 2016 Bonds are issued pursuant to Mississippi Code of 1972, Sections 31-25-1 et seq., as amended (the "Act"), to provide funds for a loan to the City secured by the Series 2016 Note and the Loan Agreement (as hereinafter defined), to (i) provide funds to repair, improve, and extend the combined water and sewer system of the City (the "Construction Project"); (ii) fund a debt service reserve fund for the Series 2016 Bonds; and (iii) pay the costs of issuing the Series 2016 Bonds and Series 2016 Note, as hereinafter defined (collectively, the "Project"). The City is the City of Hattiesburg, Mississippi and the Series 2016 Note is the $25,000,000 Taxable Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) issued pursuant to a loan agreement by and between the City and the Bank, dated on _____, 2016 (the "Loan Agreement"). The Series 2016 Note will be paid from Net Revenues of the System, subject to the parity lien of the City's (a) $17,000,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated June 28, 2006 (the "2006 Note"), issued pursuant to and securing the loan agreement, dated June 28, 2006 by and between the Bank and the City (the "2006 Loan Agreement"), such 2006 Note and 2006 Loan Agreement being security for the loan (the "2006 Loan") between the City and the Bank, which 2006 Loan was funded from the proceeds of the $17,000,000 Mississippi Development Bank Special Obligation Series 2006 Bonds (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) (the "Series 2006 Bank Bonds"); and (b) $12,500,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated March 29, 2012 (the "2012 Note"), issued pursuant to and securing the loan agreement, dated March 29, 2012 by and between the Bank and the City (the "2012 Loan Agreement"), such 2012 Note and 2012 Loan Agreement being security for the loan (the "2012 Loan") between the City and the Bank, which 2012 Loan was funded from the proceeds of the $12,500,000 Mississippi Development Bank Special Obligation Series 2012 Bonds (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Series 2012 Bank Bonds"); and (c) $28,000,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated December 19, 2013 (the "2013 Note"), issued pursuant to and securing the loan agreement, dated December 19, 2013 by and between the Bank and the City (the "2013 Loan Agreement"), such 2013 Note and 2013 Loan Agreement being security for the loan (the "2013 Loan") between the City and the Bank, which 2013 Loan was funded from the proceeds of the $28,000,000 Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated December 19, 2013 (the "Series 2013 Bank Bonds"). The net proceeds received by the City under the Loan Agreement for the Series 2016 Note will be used by the City to provide funds for the Project.

The Series 2016 Bonds are all equally and ratably secured by and entitled to the protection of the Indenture on a parity one with another and with any Refunding Series 2016 Bonds which may be issued pursuant to Section 2.05 of the Indenture (collectively, the "Series 2016 Bonds"). To secure payment of principal of and interest on all the Series 2016 Bonds and

performance of all other covenants of the Bank under the Indenture, the Bank, pursuant to the Indenture, has assigned and pledged to the Trustee, and has granted to the Trustee a security interest in, the Trust Estate (as defined in the Indenture), including all rights, title and interest of the Bank in and to all moneys and securities from time to time received and held by the Trustee under the Indenture and all income from the deposit, investment and reinvestment thereof (all such money and funds and accounts referred to in the granting clauses of the Indenture are defined in the Indenture and are herein referred to as the "Revenues"). Reference is hereby made to the Indenture for a description of the rights, duties and obligations of the Bank, the Trustee and the owners of the Series 2016 Bonds, the terms and conditions upon which the Series 2016 Bonds are issued and the terms and conditions upon which the Series 2016 Bonds will be paid at or prior to their stated maturity, or will be deemed to be paid upon the making of provision for payment therefor. Copies of the Indenture are on file at the principal corporate trust office of the Trustee.

This Series 2016 Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner and subject to the limitations prescribed in the Indenture and upon surrender and cancellation of this Series 2016 Bond. This Series 2016 Bond may be transferred without cost to the Registered Owner except for any tax or governmental charge required to be paid with respect to the transfer. Upon such transfer, a new Series 2016 Bond or Series 2016 Bonds of the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

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

The Series 2016 Bonds are issuable as fully registered bonds in denominations of $1.00 and any integral multiple thereof. Subject to the limitations and upon payment of any taxes or governmental charges, the Series 2016 Bonds may be exchanged for a like aggregate principal amount of Series 2016 Bonds of the same maturity of authorized denominations.

If the City directs the Bank to redeem Series 2016 Bonds, the Bank has agreed under the Indenture to accept redemption and redeem the Series 2016 Bonds in the following instances:

(a) The Series 2016 Bonds are subject to optional redemption prior to their stated date of maturity in whole or in part, in principal amounts and maturities as selected by the Bank on any date at par, plus accrued interest to the date of redemption thereof.

(b) The Series 2016 Bonds are also subject to extraordinary mandatory redemption prior to their stated dates of maturity in whole or in part, in inverse order of maturity, at any time, at a Redemption Price equal to the principal amount thereof plus accrued interest to the redemption date, from and to the extent that moneys are transferred from the Loan Account to the Redemption Account created in the Indenture, funds transferred from the Project Fund to the Redemption Account upon completion of the Construction Project and payment of all Costs of the Construction Project as provided

in the Loan Agreement, or otherwise deposited in the Redemption Account from proceeds received upon the sale or prepayment prior to maturity of the Series 2016 Note upon a default under the Series 2016 Note, and acceleration thereof.

In the event less than all of the Series 2016 Bonds are to be redeemed, the principal amount and maturity to be redeemed shall be selected by the Bank, and the Trustee, at its sole discretion, shall select the Series 2016 Bonds to be redeemed by lot within a selected maturity, provided that Series 2016 Bonds shall be redeemed only in whole multiples of $1.00.

In the event any of the Series 2016 Bonds are called for redemption as aforesaid, notice thereof identifying the Series 2016 Bonds to be redeemed will be given by mailing a copy of the redemption notice by registered or certified mail not less than thirty (30) days nor more than forty-five (45) days prior to the date fixed for redemption to the Registered Owner of the Series 2016 Bond to be redeemed at the address shown on the registration records kept by the Trustee. Failure to give such notice by mailing, or any defect therein with respect to any Series 2016 Bond, shall not affect the validity of any proceedings for the redemption of other Series 2016 Bonds. All Series 2016 Bonds so called for redemption will cease to bear interest on the specified redemption date, shall no longer be protected by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture, provided funds for their redemption are on deposit at the place of payment prior to the redemption date.

The Registered Owner of this Series 2016 Bond shall have no right to enforce the provisions of the Indenture or to institute an action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2016 Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Indenture, or of any supplements thereto, may be made to the extent permitted by, and in accordance with, the Indenture.

The Bank hereby certifies, recites and declares that all acts, conditions and things required by the constitution and statutes of the State, the Indenture, and resolutions of the Bank to exist, happen and be performed prior to the issuance of this Series 2016 Bond do exist, have happened and have been performed in due time, form and manner as required by the Act; that the issuance of the Series 2016 Bonds, together with all other obligations of the Bank, does not exceed or violate any constitutional or statutory limitation applicable to the Bank; and that the Revenues pledged to the payment of the principal of and interest on the Series 2016 Bonds, as the same become due, are designed to be sufficient in amount for that purpose.

This Series 2016 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the Mississippi Development Bank has caused this Series 2016 Bond to be executed in its name and on its behalf by the facsimile or manual signature of its Executive Director and a facsimile or manual seal of its official seal to be hereunto impressed or imprinted hereon by any means and attested by the facsimile or manual signature of its Secretary.

MISSISSIPPI DEVELOPMENT BANK

By:_____
Executive Director

ATTEST:

By:_____
Secretary

(SEAL)

[Form of Certificate of Authentication]

CERTIFICATE OF AUTHENTICATION

This Series 2016 Bond is one of the Series 2016 Bonds issued and delivered pursuant to the provisions of the within mentioned Indenture.

Date of Authentication: _____, 2016

_____ BANK,
as Trustee

By: _____
Authorized Signatory

[Form of Validation Certificate]

VALIDATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF HINDS

The undersigned Secretary of the Mississippi Development Bank does hereby certify that the within Series 2016 Bond has been validated and confirmed by Decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, rendered on the __ day of ____, 20__.

_____
Secretary

(SEAL)

[Form of Assignment]

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

_____

(Please Insert Social Security or other Identifying Number of Assignee)

_____

(Please print or typewrite name and address of Assignee)

the within Series 2016 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, Attorney, to transfer the within Series 2016 Bond on the records kept for registration thereof, with full power of substitution in the premises.

Dated: _____

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Series 2016 Bond in every particular manner, without alteration or any change whatever.

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by a member of a nationally recognized signature guaranty program.

BY:_____

There shall be printed on the Series 2016 Bond a form for registration of ownership substantially as follows:

PROVISION FOR REGISTRATION

In accordance with a provision of this Series 2016 Bond, this Series 2016 Bond shall be registered in the name of the owner, the registry to be certified hereon by the Trustee, after which no transfer shall be valid unless made by the registered owner in person or by his duly authorized attorney upon the records of said Trustee and the name and mailing address of the new registered owner similarly placed in the registration clause herein.

DATE OF REGISTRATION	NAME AND MAILING ADDRESS OF REGISTERED OWNER	SIGNATURE TRUSTEE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[END OF BOND FORM]

SECTION 2.07 [Reserved].

SECTION 2.08 [Reserved].

SECTION 2.09 [Reserved].

.

ARTICLE III

GENERAL TERMS AND PROVISIONS OF SERIES 2016 BONDS

SECTION 3.01 Medium, Form and Place of Payment.

The Series 2016 Bonds shall be payable, with respect to interest, principal and Redemption Price, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be payable by check mailed on the Interest Payment Date to the registered owners as of the Record Date. The Bank may provide for the payment of interest on Series 2016 Bonds to holders of $1,000,000 or more by wire transfer or electronic funds transfer or by such other method as is acceptable to the Trustee and the Bondholder. Principal shall be payable at the principal corporate trust office of the Trustee upon presentation of the Series 2016 Bonds to be paid.

SECTION 3.02 Legends.

The Series 2016 Bonds may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Indenture as may be necessary or desirable to comply with custom, as determined by the Bank prior to the delivery thereof.

SECTION 3.03 Execution.

The Series 2016 Bonds shall be executed on behalf of the Bank with the manual or facsimile signature of its President or Vice President or Executive Director and shall have impressed or imprinted thereon, by facsimile or otherwise, the official seal of the Bank, which seal shall be attested by the manual or facsimile signature of the Executive Director or Secretary of the Bank. In case any officer of the Bank whose signature or whose facsimile signature shall appear on the Series 2016 Bonds shall cease to be such officer before the delivery of such Series 2016 Bonds, such signature or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Any Bond may be executed and attested on behalf of the Bank by such officer duly authorized to do so at the time of the execution of such Series 2016 Bonds or such officer hold the proper office of the Bank, although at the date borne by the Series 2016 Bonds or at the date of delivery of the Series 2016 Bonds, such officer may not have been so authorized or have held such office.

SECTION 3.04 Authentication.

No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond substantially in the following form shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture:

CERTIFICATE OF AUTHENTICATION

This Series 2016 Bond is one of the Series 2016 Bonds issued and delivered pursuant to the provisions of the within mentioned Indenture.

Date of Authentication: _____, 2016

_____ BANK,
as Trustee

By:_____
Authorized Signatory

The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized representative or signatory of the Trustee, but it shall not be necessary that the same representative or signatory sign the certificate of authentication on all of the Series 2016 Bonds. The signature of the authorized representative or signatory of the Trustee shall be manual.

SECTION 3.05 Mutilated, Lost, Stolen or Destroyed Series 2016 Bonds.

If any Bond is mutilated, lost, stolen or destroyed, the Bank shall execute and the Trustee shall authenticate a new Bond or Series 2016 Bonds of the same maturity and denomination, as that mutilated, lost, stolen or destroyed; provided that in the case of any mutilated Bond, such Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee. In the event any such mutilated Bond shall have matured or been called for redemption, instead of issuing and authenticating a duplicate Bond, the Trustee may pay the same without surrender thereof, provided, however, that in the case of a lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee together with indemnity satisfactory to the Trustee before any payment may be made. The Trustee may charge the owner of such Bond its reasonable fees and expenses in connection with replacing any Series 2016 Bonds mutilated, lost, stolen or destroyed. Any Bond issued pursuant to this Section 3.05 shall be deemed part of the original series of the Series 2016 Bonds in respect of which it was issued and a contractual obligation of the Bank replacing the obligation evidenced by such mutilated, lost, stolen or destroyed Bond.

SECTION 3.06 Registration, Transfer and Exchange of Series 2016 Bonds; Persons Treated as Owners.

The Bank shall cause records for the registration and for the transfer of the Series 2016 Bonds to be kept by the Trustee at its principal corporate trust office, and the Trustee is hereby constituted and appointed the bond registrar of the Bank. At reasonable times and under reasonable regulations established by the Trustee, said records may be inspected and prepared by the Bank or by owners (or a designated representative thereof) of five percent (5%) or more in aggregate principal amount of the Series 2016 Bonds then Outstanding.

Upon surrender for transfer of any Bond at the principal corporate trust office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in a form satisfactory to the Trustee and duly executed by the registered owner or his attorney duly authorized in writing, the Bank shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Series 2016 Bonds of the same maturity for a like aggregate principal amount. The Series 2016 Bonds may be transferred or exchanged without cost to the Bondholders except for any tax or governmental charge required to be paid with respect to the transfer or exchange. The execution by the Bank of any Bond of any denomination shall constitute full and due authorization of such denomination and the Trustee shall thereby be authorized to authenticate and deliver such Bond.

The Trustee shall not be required (a) to register, transfer or exchange any Bond during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Series 2016 Bonds, or (b) to register, transfer or exchange any Series 2016 Bonds selected, called or being called for redemption prior to their stated maturity in whole or in part after mailing notice of such call.

The person in whose name a registered Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal and interest thereon, shall be made only to or upon the order of the registered owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

All Series 2016 Bonds delivered upon any transfer or exchange shall be valid obligations of the Bank, evidencing the same debt as the Series 2016 Bonds surrendered, shall be secured by this Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Bond surrendered.

SECTION 3.07 Destruction of Series 2016 Bonds.

Whenever any Outstanding Bond shall be delivered to the Trustee for cancellation pursuant to this Indenture or upon payment of the principal amount and interest represented thereby or for replacement pursuant to Section 3.05 hereof, such Bond shall be canceled and destroyed by the Trustee and a counterpart of a certificate of destruction evidencing such destruction shall be furnished by the Trustee to the Bank.

SECTION 3.08 Nonpresentment of Series 2016 Bonds.

In the event any Bond shall not be presented for payment when the principal thereof comes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay such Bond shall have been made available to the Trustee for the benefit of the owner thereof, all liability of the Bank to the owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds for four (4) years, for the benefit of the owner of such Bond, without liability for interest thereon to such owner, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond.

Any money so deposited with and held by the Trustee not so applied to the payment of Series 2016 Bonds within four (4) years after the date on which the same shall become due shall be subject to applicable laws of the State of Mississippi concerning escheat and unclaimed property and shall be repaid by the Trustee to the Bank and thereafter the Bondholders shall be entitled to look only to the Bank for payment, and then only to the extent of the amount so repaid, and the Bank shall not be liable for any interest thereon to the Bondholders and shall not be regarded as a trustee of such money.

SECTION 3.09 Other Obligations Payable from Revenues.

The Bank shall grant no liens or encumbrances on or security interests in the Trust Estate (other than those created by this Indenture), and, except for the Series 2016 Bonds, shall issue no Series 2016 Bonds or other evidences of indebtedness payable from the Trust Estate.

SECTION 3.10 Temporary Series 2016 Bonds.

Until the definitive Series 2016 Bonds are ready for delivery, the Bank may execute, in the same manner as is provided in Section 3.03, and, upon the request of the Bank, the Trustee shall authenticate and deliver, one or more temporary Series 2016 Bonds, which shall be fully registered. Such temporary Series 2016 Bonds shall be subject to the same provisions, limitations and conditions as the definitive Series 2016 Bonds and shall be substantially of the tenor of the definitive Series 2016 Bonds in lieu of which such temporary Bond or Series 2016 Bonds are issued, in the denomination of $5,000 or any integral multiples thereof authorized by the Bank, and with such omissions, insertions and variations as may be appropriate to temporary Series 2016 Bonds. The Bank at its own expense shall prepare and execute and, upon the surrender of such temporary Series 2016 Bonds shall deliver in exchange therefor definitive Series 2016 Bonds, of the same aggregate principal amount and maturity as the temporary Series 2016 Bonds surrendered. Until so exchanged, the temporary Series 2016 Bonds shall in all respects be entitled to the same benefits and security as definitive Series 2016 Bonds issued pursuant to this Indenture.

If the Bank shall authorize the issuance of temporary Series 2016 Bonds in more than one denomination, the owner of any temporary Bond or Series 2016 Bonds may, at his option, surrender the same to the Trustee in exchange for another temporary Bond or Series 2016 Bonds of like aggregate principal amount and maturity of any other authorized denomination or

denominations, and thereupon the Bank shall execute and the Trustee, in exchange for the temporary Bond or Series 2016 Bonds so surrendered and upon payment of the taxes and charges provided for in Section 3.06, shall authenticate and deliver a temporary Bond or Series 2016 Bonds of like aggregate principal amount and maturity in such other authorized denomination or denominations as shall be requested by such owner. All temporary Series 2016 Bonds surrendered in exchange either for another temporary Bond or Series 2016 Bonds or for a definitive Bond or Series 2016 Bonds shall be forthwith canceled by the Trustee.

SECTION 3.11 Limitations on Obligations of Bank.

The Series 2016 Bonds, together with interest thereon, shall be limited obligations of the Bank but payable solely from Revenues and shall be a valid claim of the respective owners thereof only against the Funds and Accounts, and any Accounts created thereunder, established hereunder and the Series 2016 Note acquired by the Trustee, all of which are hereby assigned and pledged hereunder for the equal and ratable payment of the Series 2016 Bonds and shall be used for no other purpose than the payment of the Series 2016 Bonds, except as may be otherwise expressly authorized in this Indenture. The Series 2016 Bonds do not constitute a debt or liability of the State or of any political subdivision thereof under the constitution of the State or a pledge of the faith and credit of the State or any political subdivision thereof, but shall be payable solely from the Revenues and funds pledged therefor in accordance with this Indenture. The issuance of the Series 2016 Bonds under the provisions of the Act does not directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Series 2016 Bonds and the interest payable thereon do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution of the State or the statutes of the State and do not now and shall never constitute a charge against the credit or taxing power of the State or any political subdivision thereof. Neither the State nor any agent, attorney, member or employee of the State or of the Bank, shall in any event be liable for the payment of the principal of, and premium, if any, or interest on the Series 2016 Bonds or damages, if any, for the nonperformance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any of the State's or the Bank's agents, members, attorneys, or employees or any charge upon the general credit of the State or a charge against the taxing power of the State or any political subdivision thereof. In the Act, the State has pledged to and agreed with the holders of any Series 2016 Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2016 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Series 2016 Bonds are fully met and discharged.

SECTION 3.12 Immunity of Officers and Directors.

No recourse shall be had for the payment of the Series 2016 Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer, member, director, agent or employee of the Bank or any officer,

member, director, trustee, agent or employee of any successor entities thereto, as such, either directly or through the Bank or any successor entities, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, directors, trustees, agents, or employees as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and issuance of such Series 2016 Bonds.

ARTICLE IV

REDEMPTION OF SERIES 2016 BONDS PRIOR TO MATURITY

SECTION 4.01 Privilege of Redemption and Redemption Prices and Terms for Series 2016 Bonds.

If the City directs the Bank to redeem any of the Series 2016 Bonds pursuant to Section 9.2 of the Loan Agreement, the Bank agrees to accept such direction and shall redeem such Series 2016 Bonds in the following instances:

(a) Optional Redemption of Series 2016 Bonds. The Series 2016 Bonds are subject to optional redemption prior to their stated date of maturity in whole or in part, in principal amounts and maturities selected by the Bank on any date at par, plus accrued interest to the date of redemption thereof. Selection of the Series 2016 Bonds to be redeemed within a maturity will be made by lot by the Trustee.

(b) Extraordinary Mandatory Redemption. The Series 2016 Bonds are also subject to extraordinary mandatory redemption prior to their stated dates of maturity in whole or in part, in inverse order of maturity, at any time, at a Redemption Price equal to the principal amount thereof plus accrued interest to the redemption date, from and to the extent that moneys are transferred from the Loan Account to the Redemption Account created in the Indenture, funds transferred from the Project Fund to the Redemption Account upon completion of the Construction Project and payment of all Costs of the Construction Project as provided in the Loan Agreement, or otherwise deposited in the Redemption Account from proceeds received upon the sale or prepayment prior to maturity of the Series 2016 Note upon a default under the Series 2016 Note, and acceleration thereof.

The Bank intends to expend fully and expeditiously all amounts in the Loan Account promptly after the date of delivery of the Series 2016 Bonds for providing funds from the Loan to the City under the Loan Agreement secured by the Series 2016 Note. However, in the event and to the extent that funds deposited in the Loan Account from proceeds of the Series 2016 Bonds are not used for such Loan, and the Bank determines not to provide funds for the Loan to the City, moneys may be deposited in the Redemption Account, and used for extraordinary mandatory redemption at any time. In the event that less than all of the Series 2016 Bonds are to be redeemed under the provisions for extraordinary mandatory redemption in the Indenture, the principal amount and the maturity of the Series 2016 Bonds to be redeemed will be selected in integral multiples of $1.00 by lot by the Trustee.

SECTION 4.02 Redemption at the Election or Direction of the Bank.

In the case of any redemption of Series 2016 Bonds, the Bank shall give written notice to the Trustee of its election or direction so to redeem, of the redemption date, of the principal amounts of the Series 2016 Bonds of each maturity to be redeemed (which maturities and principal amounts thereof to be redeemed shall be determined by the Bank in its sole discretion, subject to any limitations with respect thereto contained in the Act or this Indenture) and of the moneys to be applied to the payment of the Redemption Price. Such notice shall be given at least thirty (30) but no more than forty-five (45) days prior to the redemption date, or such shorter period as shall be acceptable to the Trustee. The Bank shall pay to the Trustee, or cause to be paid, an amount which, in addition to other moneys, if any, available therefor held by such Trustee, will be sufficient to redeem, on the redemption date at the Redemption Price thereof, together with interest accrued to the redemption date, all of the Series 2016 Bonds to be redeemed. The Trustee shall give the notice of redemption provided for in Section 4.05 hereof.

SECTION 4.03 Selection of Series 2016 Bonds to be Redeemed.

If less than all of the Series 2016 Bonds are to be redeemed, the Series 2016 Bonds shall be redeemed only in whole multiples of $5,000. For purposes of redemption, each $5,000 of principal shall be considered as a Bond. If less than all of the Series 2016 Bonds shall be called for redemption, the principal amount and maturity of the particular Series 2016 Bonds to be redeemed shall be selected by the Bank and the Trustee shall select the particular Series 2016 Bonds to be redeemed by lot within a maturity in such manner as the Trustee may determine. If redemption at a Redemption Price exceeding 100% of the principal amount redeemed is to take place as of a mandatory sinking fund redemption date, the Series 2016 Bonds to be so redeemed by any such mandatory sinking fund redemption date shall be selected by lot prior to the selection of the Series 2016 Bonds to be redeemed on the same date by operation of the optional redemption provisions set forth herein.

SECTION 4.04 Redemption Payments.

Prior to or on the date fixed for redemption of funds, funds shall be deposited with the Trustee in an amount sufficient to pay the Redemption Price of the Series 2016 Bonds or portions thereof called, together with accrued interest thereon to the redemption date. The Trustee is hereby authorized and directed to apply such funds to the payment of such Series 2016 Bonds. If proper notice of redemption by mailing has been given as provided in Section 4.05 and sufficient funds for redemption shall be on deposit with the Trustee as aforesaid, interest on the Series 2016 Bonds or portions thereof thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Trustee upon any Bond or portion thereof called for redemption until such Bond or portion thereof shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 3.05 hereof with respect to any mutilated, lost, stolen or destroyed Bond.

SECTION 4.05 Notice of Redemption.

Notice of the call for any redemption, identifying the Series 2016 Bonds to be redeemed, shall be given by the Trustee by mailing a copy of the redemption notice by registered or

certified mail at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for redemption to the Original Purchaser and to the registered owner of each Bond to be redeemed at the address shown on the registration records. Failure to give such notice by mailing to any Bondholder or any defect in such notice, shall not affect the validity of any proceeding for the redemption of any other Series 2016 Bonds. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Trustee sufficient moneys to redeem all of the Series 2016 Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Trustee not later than on the redemption date and shall be of no effect unless such moneys are deposited.

SECTION 4.06 Cancellation.

All Series 2016 Bonds which have been redeemed shall not be reissued but shall be canceled and destroyed by the Trustee in accordance with Section 3.07 hereof.

ARTICLE V

GENERAL COVENANTS

SECTION 5.01 Payment of Principal and Interest.

The Bank covenants and agrees that it will promptly pay the principal of and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Series 2016 Bonds according to the true intent and meaning thereof, provided that the principal and interest are payable by the Bank solely from Revenues and any other funds or assets of the Bank hereinafter pledged to the Trustee as security by the Bank to the extent of that pledge.

SECTION 5.02 Performance of Covenants by the Bank.

The Bank covenants and agrees that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto. The Bank covenants and agrees that it is duly authorized under the constitution and laws of the State, including particularly the Act, to issue the Series 2016 Bonds authorized hereby and to execute this Indenture and to pledge the Revenues and all other property hereby pledged in the manner and to the extent herein set forth; that all action on its part for the issuance of the Series 2016 Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Series 2016 Bonds in the hands of the owners thereof are and will be valid and enforceable limited obligations of the Bank according to the terms thereof and hereof.

SECTION 5.03 Instruments of Further Assurance.

The Bank covenants and agrees that the Trustee may defend its rights to the payment of the Revenues for the benefit of the owners of the Series 2016 Bonds against the claims and demands of all persons whomsoever. The Bank covenants and agrees that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee

may reasonably require for the better assuring, transferring, pledging, assigning and confirming unto the Trustee all and singular the rights assigned hereby and the amounts and other property pledged hereby to the payment of the principal of and interest on the Series 2016 Bonds.

SECTION 5.04 Covenants Concerning Program.

(1) In order to provide for the payment of the principal, premium, if any, and interest on the Series 2016 Bonds and Program Expenses, the Bank shall from time to time, with all practical dispatch and in a sound and economical manner consistent in all respects with the Act, the provisions of this Indenture and sound banking practices and principles, to the extent necessary to provide for the payment of the Series 2016 Bonds (a) do all such acts and things as shall be necessary to receive and collect Revenues (including enforcement of the prompt collection of all arrears on the Series 2016 Note), and (b) diligently enforce, and take all steps, actions and proceedings reasonably necessary in the judgment of the Bank to protect its rights with respect to and to maintain any insurance on the Series 2016 Note and the Loan Agreement and to enforce all terms, covenants and conditions of the Series 2016 Note and Loan Agreement including the collection, custody and prompt application of all payments and deposits required by the terms of the Series 2016 Note and the Loan Agreement for the purposes for which they were made.

(2) Whenever necessary in order to provide for the payment of debt service on the Series 2016 Bonds, the Bank shall commence appropriate remedies with respect to the Series 2016 Note and Loan Agreement which are in default.

SECTION 5.05 Possession and Inspection of Series 2016 Note and Loan Agreement.

The Trustee covenants and agrees to retain or cause its agent to retain possession of the Series 2016 Note and the Loan Agreement and a copy of the transcript or documents related thereto and release them only in accordance with the provisions of this Indenture. The Bank and the Trustee covenant and agree that all records and documents in their possession relating to the Series 2016 Note and the Loan Agreement shall at all times be open to inspection by such accountants or other agencies or persons as the Bank or the Trustee may from time to time designate.

SECTION 5.06 Accounts and Reports.

The Bank covenants and agrees to keep proper records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Program, the Series 2016 Note and the Funds and Accounts established by this Indenture. Such records, and all other records and papers of the Bank, and such Funds and Accounts shall at all reasonable times be subject to the inspection of the Trustee and the owners of an aggregate of not less than five percent (5%) in principal amount of the Series 2016 Bonds then Outstanding or their representatives duly authorized in writing.

The Trustee covenants and agrees to provide to the Bank, if requested by the Bank, a statement of the amount on deposit in each Fund and Account as of the first day of that month

and of the total deposits to and withdrawals from each Fund and Account during the preceding six-month or applicable period.

The reports, statements and other documents (other than Bondholder lists) required to be furnished to or by the Trustee pursuant to any provision of this Indenture shall be provided to the owners of an aggregate of not less than five percent (5%) in principal amount of the Series 2016 Bonds then Outstanding who file or have filed a written request therefor with the Trustee with any such costs of such documents to be paid by the Bondholder.

SECTION 5.07 Bank Covenants with Respect to the Series 2016 Note and Loan Agreement.

(1) The Bank covenants and agrees that it will not permit or agree to any material change in the Series 2016 Note or the Loan Agreement unless the Bank supplies the Trustee with a Positive Cash Flow Certificate which gives effect to such action.

(2) The Bank covenants and agrees that it will enforce or authorize the enforcement of all remedies available to owners or holders of the Series 2016 Note and the Loan Agreement, unless the Bank provides the Trustee with a Positive Cash Flow Certificate which gives effect to the Bank's failure to enforce or to authorize the enforcement of such remedies; provided, however, that decisions as to the enforcement of remedies shall be within the sole discretion of the Trustee, except with respect to the rights of the Bond Insurer as set forth in Article XIV.

(3) The Bank covenants and agrees that it will not sell or dispose of the Series 2016 Note unless the Bank provides to the Trustee a Positive Cash Flow Certificate which gives effect to such action and the Bond Insurer consents thereto.

SECTION 5.08 Monitoring Investments.

The Bank covenants and agrees to regularly review the investments held by the Trustee in the Funds and Accounts for the purpose of assuring that the Revenues derived from such investments are sufficient to provide, with other anticipated Revenues, the debt service on Outstanding Series 2016 Bonds.

SECTION 5.09 Positive Cash Flow Certificates.

(1) At any time that the provisions of this Indenture shall require that a Positive Cash Flow Certificate be prepared concerning anticipated Revenues and payments on the Series 2016 Bonds, such certificate shall be prepared by a nationally recognized firm of independent accountants acceptable to the Trustee in accordance with this Section 5.09. Such certificate shall set forth:

(a) the Revenues expected to be received on the Series 2016 Note financed or expected to be financed with proceeds of Outstanding Series 2016 Bonds;

(b) all other Revenues, including the interest to be earned and other income to be derived from the investment of the Funds and Accounts and the rate or yields used in estimating such amounts;

(c) all moneys expected to be in the Funds and Accounts and, with respect to the Debt Service Reserve Fund, only to the extent provided in paragraph (d) hereof);

(d) the amount, if any, expected to be withdrawn from the Debt Service Reserve Fund, but only if the amount on deposit in the Debt Service Reserve Fund is expected to at least equal the Debt Service Reserve Requirement immediately after such withdrawal and such withdrawal is permitted by this Indenture;

(e) the principal and interest due on all Series 2016 Bonds expected to be Outstanding during such Fiscal Year; and

(f) the amount, if any, of Program Expenses expected to be paid from the Revenues.

(2) In making any Positive Cash Flow Certificate, the accountant or firm of accountants may contemplate the payment or redemption of Series 2016 Bonds for the payment or redemption of which amounts have been set aside in the Redemption Account. The issuance of the Series 2016 Bonds, the making of transfers from one Fund to another and the deposit of amounts in any Fund from any other source may only be contemplated in a Positive Cash Flow Certificate to the extent that such issuance, deposit or transfer has occurred prior to or will occur substantially simultaneously with the delivery of such Positive Cash Flow Certificate. The accountant or firm of accountants shall also supply supporting schedules appropriate to show the sources and applications of funds used, identifying particular amounts to be transferred between Funds, amounts to be applied to the redemption or payment of Series 2016 Bonds and amounts to be used to provide for Costs of Issuance for the Series 2016. The amount of the existing Series 2016 Note, existing Investment Securities and existing cash shall be the amounts as of the last day of the month preceding the month in which the Positive Cash Flow Certificate is delivered but shall be adjusted to give effect to scheduled payments of principal and interest on the Series 2016 Note, actual payments or proceeds with respect to Investment Securities and actual expenditures of cash expected by the Bank through the end of the then current month.

SECTION 5.10 [RESERVED].

SECTION 5.11 [RESERVED].

SECTION 5.12 [RESERVED].

ARTICLE VI

REVENUES AND FUNDS

SECTION 6.01 Source of Payment of Series 2016 Bonds.

The Series 2016 Bonds and all payments by the Bank hereunder are limited obligations of the Bank payable solely out of the Trust Estate as authorized by the constitution and statutes of the State, including particularly the Act and this Indenture, as provided herein.

SECTION 6.02 Creation of Funds.

There are hereby created by the Bank and ordered established the following funds to be held by the Trustee: (a) the General Fund; (b) the Debt Service Reserve Fund; and (c) the Special Reserve Fund. There is hereby created and established in the General Fund a "General Account," "Bond Issuance Expense Account," "Redemption Account," and "Loan Account." Upon the written request of the Bank, the Trustee shall establish and maintain hereunder such additional Funds, Accounts or subaccounts as the Bank may specify from time to time to the extent that in the judgment of the Trustee the establishment of such Fund or Account is not to the material prejudice of the Trustee or the Bondholders.

SECTION 6.03 Deposit of Net Proceeds of Series 2016 Bonds.

(1) The Trustee shall deposit the proceeds (net of any Original Purchaser's discount and original issue discount, if any) from the sale of the Series 2016 Bonds in the manner provided in Section 2.02 hereof.

(2) The Trustee shall deposit the proceeds of any Refunding Series 2016 Bonds in the manner provided in the Supplemental Indenture authorizing the issuance thereof.

SECTION 6.04 Deposit of Revenues and Other Receipts.

Upon receipt of any Revenues or other receipts (except the proceeds of the Series 2016 Bonds and moneys received upon sale or prepayment prior to maturity of the Series 2016 Note), the Trustee shall deposit such amounts into the General Account.

SECTION 6.05 Operation of General Account in the General Fund.

The Trustee shall deposit in the General Account of the General Fund all monies and funds required to be deposited therein pursuant to the provisions of this Article VI. The Trustee shall invest such funds in the General Account in accordance with Article VIII hereof and shall make the following payments from the General Account on the specified dates and, if there are not sufficient funds to make all the payments required, with the following order of priority:

(a) On or before three (3) Business Days next preceding each Interest Payment Date, to the Trustee such amount as shall be necessary to pay the principal and interest coming due on the Series 2016 Bonds on such Interest Payment Date;

(b) As soon as funds become available, to the Debt Service Reserve Fund sufficient amounts to assure that there is on deposit therein the Debt Service Reserve Requirement;

(c) At such times as shall be necessary, to pay Program Expenses; and

(d) After making such deposits in subsections (a) through (c) above, the Trustee shall make a determination of the amounts reasonably expected to be received in the form of Series 2016 Note Payments in the succeeding twelve (12) months and shall transfer to the Special Reserve Fund all monies in the General Account, which, together

with such expected receipts for the succeeding twelve (12) months, are in excess of the amounts needed to pay principal and interest on the Series 2016 Bonds within the immediately succeeding twelve (12) month period; provided, however, any excess under this Subsection (d) shall be transferred to the City at the request of the City with the prior written consent of the Bank.

SECTION 6.06 Reserved.

SECTION 6.07 Operation of the Redemption Account of the General Fund.

The Trustee shall deposit in the Redemption Account of the General Fund all moneys received upon the sale or prepayment prior to maturity of the Series 2016 Note and all other moneys required to be deposited therein pursuant to the provisions of Article VI hereof, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Redemption Account to redeem Series 2016 Bonds. Such redemption shall be made pursuant to a redemption under the provisions of Article IV hereof. The Trustee shall pay the interest accrued on the Series 2016 Bonds so redeemed to the date of redemption from the General Account and the Redemption Price from the Redemption Account.

SECTION 6.08 Operation of the Loan Account of the General Fund.

The Trustee shall deposit in the Loan Account of the General Fund all moneys required to be deposited therein pursuant to the provisions of Section 2.02 and Article VI hereof, shall invest such funds pursuant to Article VIII hereof, and shall disburse the funds held in the Loan Account to provide a loan to the City under the terms and provisions of the Loan Agreement said loan being secured by the Series 2016 Note all in accordance with the procedures established by the Bank as set forth in Article VII hereof upon the submission of requisitions of the Bank signed by an Authorized Officer stating that all requirements with respect to such loan set forth in the Indenture have been or will be complied with. Any amounts remaining in the Loan Account three (3) years after the date of delivery of the Series 2016 Bonds shall be transferred to the Redemption Account.

SECTION 6.09 Operation of Debt Service Reserve Fund.

The Trustee shall deposit in the Debt Service Reserve Fund all moneys required to be deposited therein pursuant to Section 2.02 and Article VI hereof, shall invest such funds pursuant to Article VIII hereof, and, except as provided in this Section 6.09, shall disburse the funds held in the Debt Service Reserve Fund solely to the General Account for the payment of interest on and principal of the Series 2016 Bonds, and only in the event that moneys in the General Account are insufficient to pay principal of and interest on the Series 2016 Bonds after making all the transfers thereto required to be made under Section 6.07 (from the Redemption Account of the General Fund) and Section 6.10 (from the Special Reserve Fund) have been made. As of any Interest Payment Date, the Trustee shall value the investments in the Debt Service Reserve Fund at fair market value. If there is any deficiency in the Debt Service Reserve Fund as of any Interest Payment Date (after taking into account any debt service payment made on such Interest Payment Date), the Trustee shall provide written notice within five (5) Business Days to the City and City shall replenish the Debt Service Reserve Fund within sixty (60) days after the

applicable Interest Payment Date as provided in the Loan Agreement. Pursuant to Section 10.01(i) hereof, failure to restore any deficiency in the Debt Service Reserve Fund to the Debt Service Reserve Requirement within 360 days after the end of the Fiscal Year during which a deficiency occurs is an Event of Default. Following each Interest Payment Date, the Trustee shall determine if any amounts in the Debt Service Reserve Fund are in excess of the Debt Service Reserve Requirement and shall transfer said excess amount to the General Account of the General Fund; provided, however, such amounts in excess of the Debt Service Reserve Requirement shall be paid to the City at the request of the City with the prior written approval of the Bank.

The City may, at any time, provide the Trustee with a Reserve Fund Credit Facility to be substituted for all or a portion of the amount of money and investments in the Debt Service Reserve Fund equal to the amount available for drawing under such Reserve Fund Credit Facility; provided that such right of substitution shall be subject to the following conditions:

(a) The Trustee shall receive a certificate of the City to the effect that such substitution is in the best economic interests of the City stating the reasons therefor and stating how the amounts on deposit in the Debt Service Reserve Fund are to be applied; and

(b) The Trustee shall receive an opinion of counsel acceptable to the Trustee, in form and substance satisfactory to the Trustee, addressed to the Trustee, the Bank and the City as to the due authorization, execution, delivery and enforceability of the Reserve Fund Credit Facility in accordance with its terms, subject to applicable laws affecting creditors' rights generally, and, in the event the issuer of the Reserve Fund Credit Facility is not a domestic entity, an opinion of foreign counsel acceptable to the Trustee to the same effect in form and substance satisfactory to the Trustee; and

(c) The Trustee, the Bank and the City shall receive an opinion of nationally recognized bond counsel, in form and substance satisfactory to each of them, to the effect that substitution of such Reserve Fund Credit Facility and the proposed application to the amounts in the Debt Service Reserve Fund will not cause the interest on the Series 2016 Bonds to become includable in gross income for federal income taxation purposes; and

(d) The obligation of the Bank to reimburse the issuer of the Reserve Fund Credit Facility for any fees or expenses or claims or drawings under such Reserve Fund Credit Facility shall be subordinate to the payment of debt service on the Series 2016 Bonds under this Indenture; and

(e) The Reserve Fund Credit Facility must provide for a revolving feature under which the amount available for drawing thereunder will be reinstated to the extent of any reimbursement of drawings or claims paid; and

(f) The value of the assets (including the amount available for drawing under the Reserve Fund Credit Facility) held in the Debt Service Reserve Fund must equal the Debt Service Reserve Requirement for the Series 2016 Bonds immediately upon such substitution; and

(g) The approval of Bond Insurer.

If there shall be an insufficiency of funds in the General Account of the General Fund to make any required payment of principal of or interest on the Series 2016 Bonds and the Trustee is holding a Reserve Fund Credit Facility in lieu of funds in the Debt Service Reserve Fund, the Trustee shall make a drawing under the Reserve Fund Credit Facility in an amount equal to the lesser of (i) the amount then available for drawing under the Reserve Fund Credit Facility, or (ii) the amount necessary to make up the insufficiency described above, which drawing shall be made in time to prevent the occurrence of an Event of Default under this Indenture; and the proceeds of such drawing shall be deposited into the Debt Service Reserve Fund for application as provided in this Indenture; provided, however, if the Debt Service Reserve Fund contains both a Reserve Fund Credit Facility and cash, the cash shall be drawn down completely before any demand is made on the Reserve Fund Credit Facility.

On the fifth (5th) Business Day prior to the expiration of any Reserve Fund Credit Facility (other than an insurance policy extending to the maturity date of the Bonds), the Trustee shall make a drawing of the full amount available thereunder, and shall deposit the proceeds of such drawing into the Debt Service Reserve Fund; provided, however, that the Trustee shall not make a drawing if, not later than the fifth (5th) Business Day prior to the expiration of such Reserve Fund Credit Facility, a substitute Reserve Fund Credit Facility or money and/or Investment Securities equal to the Debt Service Reserve Requirement for the Debt Service Reserve Fund have been delivered to the Trustee for deposit in the Debt Service Reserve Fund.

If the Trustee receives notice that (1) the revolving reinstatement feature described above has been suspended or terminated, (2) the issuer of the Reserve Fund Credit Facility has defaulted in its payment obligations thereunder, or (3) the Reserve Fund Credit Facility will not be extended or renewed, the Trustee shall immediately notify the City in writing, of the occurrence of such event and shall request that the City make or cause to be made the payments required to replenish the Debt Service Reserve Fund pursuant to this Indenture and the Loan Agreement, which payments may be made from the proceeds of a drawing under the Reserve Fund Credit Facility.

SECTION 6.10 Operation of Special Reserve Fund.

The Trustee shall deposit in the Special Reserve Fund all moneys required to be deposited therein pursuant to Article VI hereof and such other moneys as directed by the Bank, shall invest such funds pursuant to Article VIII hereof, and shall disburse the funds held in the Special Reserve Fund as follows in the following order of priority:

(a) On the second (2^{nd}) Business Day next preceding each Interest Payment Date, to the General Account of the General Fund an amount sufficient to make the payments of principal and interest required to be made on such date after taking into account available funds on deposit in the General Account; and

(b) As soon as funds become available, to the Debt Service Reserve Fund sufficient amounts to assure that there is on deposit therein the Debt Service Reserve Requirement.

SECTION 6.11 Operation of Bond Issuance Expense Account of the General Fund.

The Trustee shall deposit in the Bond Issuance Expense Account of the General Fund the moneys required to be deposited therein pursuant to Section 2.02 of this Indenture, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Bond Issuance Expense Account as follows:

(a) Upon receipt of acceptable invoices, to pay the Costs of Issuance of the Series 2016 Bonds or to reimburse the Bank for amounts previously advanced for such costs; and

(b) On the date which is sixty (60) days after the date of issuance of the Series 2016 Bonds, any funds remaining in the Bond Issuance Expense Account shall be transferred to the General Account of the General Fund.

SECTION 6.12 [RESERVED].

SECTION 6.13 Moneys to be Held in Trust.

All moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account established under any provision of this Indenture shall be held by the Trustee in trust and applied in accordance with the provisions of this Indenture, and except for moneys deposited with or paid to the Trustee for the redemption of Series 2016 Bonds, notice of the redemption of which has been duly given, and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the security interest created hereby and shall not be subject to any lien or attachment by any creditor of the Bank.

SECTION 6.14 Amounts Remaining in Funds or Accounts.

Any amounts remaining in any Fund or Account of the Series 2016 Bonds after full payment of the Series 2016 Bonds and the fees, charges and expenses of the Trustee (and all other amounts due and owing hereunder) shall be distributed to the City, except as provided in Section 3.08 hereof.

SECTION 6.15 Certain Verifications.

The Bank and/or the Trustee from time to time may cause a firm of independent certified public accountants of national standing or other nationally recognized experts to supply the Bank and the Trustee with such information as the Bank or the Trustee may request in order to determine in a manner reasonably satisfactory to the Bank and the Trustee all matters relating to the sufficiency of projected cash flow receipts and disbursements with respect to the Funds and Accounts to pay the principal of and interest on the Series 2016 Bonds and Program Expenses. The Bank and/or the Trustee from time to time may also obtain an Opinion of Bond Counsel concerning post-issuance compliance with any federal legislation applicable to the Series 2016 Bonds. The fees of such independent certified public accountants and Bond Counsel shall constitute reimbursable Program Expenses.

ARTICLE VII

LOAN SECURED BY SERIES 2016 NOTE

SECTION 7.01 Terms and Conditions of Loan.

The loan of funds to the City under the terms and provisions of the Loan Agreement secured by the Series 2016 Note shall be according to the terms and conditions of, and upon submission of the documents required by, this Article VII.

SECTION 7.02 Loan.

The Trustee shall provide the funds for the Loan to the City upon receipt by the Trustee of:

(a) a written direction of the Bank signed by an Authorized Officer stating to whom the proceeds of the Loan are to be paid;

(b) a certificate signed by an officer of the Bank, certifying that the City, pursuant to the Loan Agreement, has executed and delivered the Series 2016 Note to the Bank and is obligated to make the Series 2016 Note Payments and to pay all fees and charges required to be paid to the Bank under the Loan Agreement, and that to the knowledge of such officer, such City is not in default under the payment terms or other material terms or provisions of any other obligations of that City;

(c) a certified transcript of proceedings authorizing the issuance, execution and delivery of the Series 2016 Note, which transcript shall contain the certifications required by the Act and such other certifications and representations which are reasonable and appropriate as determined by the Bank or Trustee;

(d) an Opinion of Bond Counsel in form satisfactory to the Bank stating that the Series 2016 Note and Loan Agreement constitute valid and binding obligations enforceable in accordance with their terms, subject to such enforcement limitations customarily contained in such opinions;

(e) executed Series 2016 Note, registered as to both principal and interest to the Bank and delivered in accordance with the Act;

(f) an opinion of counsel of the City in form satisfactory to the Bank stating that such City is a Local Governmental Unit within the meaning of the Act;

(g) an executed Loan Agreement from the City;

(h) [RESERVED];

(i) [RESERVED]; and

(j) an amortization schedule for debt service on the Series 2016 Bonds.

Upon receipt of all the documents as listed above, the Trustee shall pay the proceeds of the Loan directly to the City as specified in the directions received pursuant to subparagraph (a) above.

SECTION 7.03 Retention and Inspection of Documents.

All requisitions, certificates, transcripts, Opinions of Bond Counsel, Loan Agreement and the Series 2016 Note received by the Trustee, as required in this Article as conditions of payment may be relied upon by and shall be retained in the possession of the Trustee, subject at all times during normal business hours to the inspection of the Bank and, after written request received by the Trustee at least five (5) Business Days prior to the date of inspection, by any owner of at least five percent (5%) in principal amount of Outstanding Series 2016 Bonds. Any costs and expenses associated with such request shall be paid by the requesting Bondholder.

SECTION 7.04 Report.

The Bank may require a report to be made by an officer or employee of the Trustee on behalf of the Trustee within sixty (60) days after the delivery of the Series 2016 Bonds covering all receipts and all disbursements made pursuant to the provisions of this Article VII in respect of the proceeds of the Series 2016 Bonds deposited in the Loan Account. If requested, said report shall be supplemented at least once every sixty (60) days by the Trustee until all of the net proceeds of the Series 2016 Bonds deposited in the Loan Account shall have been expended. Each such report shall be mailed by the Trustee to the Bank.

ARTICLE VIII

INVESTMENT OF MONEYS

SECTION 8.01 General Provisions.

(1) Any moneys held as part of any Fund or Account created under or pursuant to Article VI hereof shall be invested or reinvested by the Trustee as continuously as reasonably possible in such Investment Securities, as may be directed by the Bank (such direction to be confirmed in writing). All such investments shall at all times be a part of the Fund or Account in which the moneys used to acquire such investments had been deposited and, except as provided in Article VI, all income and profits on such investments, shall be deposited as received in the General Account of the General Fund. The Trustee may make any and all such investments through its investment department or through the investment department of any financial institution which is an affiliate of the Trustee and may trade with itself or any of its affiliates in doing so. Moneys in separate Funds and Accounts for the Series 2016 Bonds may be commingled for the purpose of investment or deposit. The Trustee and the Bank agree that all investments under the Indenture, and all instructions of the Bank to the Trustee with respect thereto shall be made in accordance with prudent investment standards reasonably expected to produce the greatest investment yields while seeking to preserve principal without causing any of the Series 2016 Bonds to be arbitrage Series 2016 Bonds as defined in Section 148 of the Code. Any investment losses shall be charged to the Fund or Account in which moneys used to purchase such investment had been deposited. For so long as the Trustee is in compliance with

the provisions of this Section 8.01, the Trustee shall not be liable for any investment losses. Moneys in any Fund or Account shall be invested in Investment Securities with a maturity date, or a redemption date determined by the owner of the Investment Securities at said owner's option, which shall coincide as nearly as practicable with times at which moneys in such Funds or Accounts will be required for the purposes thereof, except that the moneys, if any, on deposit in the Debt Service Reserve Fund shall be invested in Investment Securities having an average aggregate weighted term to maturity not greater than five (5) years. The Trustee shall sell and reduce to cash a sufficient amount of such investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amounts contemplated to be paid therefrom at the time those amounts are to be paid. All investment income from the assets held in any Fund or Account, will be added to the General Account of the General Fund; provided, however, that the investment income, if any, from assets held under the Debt Service Reserve Fund shall be retained in such Debt Service Reserve Fund to the extent of any deficiency in the Debt Service Reserve Requirement.

(2) The Bank (a) certifies to the owners of the Outstanding Series 2016 Bonds that moneys on deposit in any Fund or Account in connection with the Series 2016 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2016 Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Series 2016 Bonds to lose the exclusion from gross income for federal income tax purposes, and (b) covenants with the owners of the Outstanding Series 2016 Bonds that, so long as any of the Series 2016 Bonds remain Outstanding, moneys on deposit in any Fund or Account established in connection with the Series 2016 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2016 Bonds or from any other source, will not be used in any manner which will cause the interest on the Series 2016 Bonds to become subject to federal income taxation.

SECTION 8.02 Arbitrage Restrictions; Series 2016 Bonds to Remain Tax Exempt.

(1) The Bank shall provide the Trustee with a memorandum of compliance for the investments on the Funds and Accounts which shall govern the investment of the Funds and Accounts and the application of Section 6.12 hereof.

(2) Without limiting subsection (2) of Section 8.01 hereof, the Bank further covenants and agrees that it will not take any action or fail to take any action with respect to the investment of the proceeds of any Series 2016 Bonds, or with respect to the investment or application of any payments under the Series 2016 Note or any other agreement or instrument entered into in connection therewith or with the issuance of the Series 2016 Bonds.

ARTICLE IX

DISCHARGE OF INDENTURE

Except as provided in this Article IX, if payment or provision for payment is made to the Trustee of the principal of and interest due and to become due on the Series 2016 Bonds at the times and in the manner stipulated therein, and there is paid or caused to be paid to the Trustee

all sums of money due and to become due according to the provisions hereof, and all other amounts due hereunder have been paid in full, then these presents and the Trust Estate and rights hereby granted shall cease, terminate and be void, whereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Bank such instruments in writing as shall be requisite to cancel and discharge the lien hereof, and release, assign and deliver unto the Bank any and all estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee hereby or otherwise subject to the lien of this Indenture, except moneys or securities held by the Trustee for the payment of the principal of and interest on the Series 2016 Bonds.

Any Bond shall be deemed to be paid within the meaning of this Indenture when (a) payment of the principal of such Bond and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture or otherwise), either (i) shall have been made or caused to have been made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and exclusively for such payment, (A) moneys sufficient to make such payment or (B) Governmental Obligations maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient moneys to make such payment, or (C) a combination of such moneys and Governmental Obligations, and (b) all necessary and proper fees and expenses of the Trustee pertaining to the Series 2016 Bonds, with respect to which such deposit is made, shall have been paid or deposited with the Trustee.

Notwithstanding the foregoing, in the case of Series 2016 Bonds which by their terms may be redeemed prior to their stated maturity, no deposit under the immediately preceding paragraph shall be deemed a payment of such Series 2016 Bonds as aforesaid until the Bank shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

(a) stating the date when the principal of each such Bond is to be paid, whether at maturity or on a redemption date (which shall be any redemption date permitted by this Indenture);

(b) to call for redemption pursuant to this Indenture any Series 2016 Bonds to be redeemed prior to maturity pursuant to (a) hereof; and

(c) to mail, as soon as practicable, in the manner prescribed by Article IV hereof, a notice to the owners of such Series 2016 Bonds that the deposit required by (a) of the preceding paragraph has been made with the Trustee and that said Series 2016 Bonds are deemed to have been paid in accordance with this Article and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of or redemption price, if applicable, on said Series 2016 Bonds as specified in subparagraph (a) of this paragraph; provided, however, such notice can be given in advance of such deposit if such funds represent sufficient funds in the form of cash for the payment of principal of, premium, if any, and interest on the Series 2016 Bonds to be paid prior to their due date by reason of maturity or upon redemption within ninety (90) days of the delivery date of the Series 2016 Bonds.

Any moneys so deposited with the Trustee as provided in this Article may at the direction of the Bank also be invested and reinvested in Governmental Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the Trustee pursuant to this Article which is not required for the payment of the Series 2016 Bonds and interest thereon with respect to which such moneys shall have been so deposited, shall be deposited in the General Account, as and when collected for use and application as are other moneys deposited in such Account.

No such deposit under this Article shall be made or accepted hereunder and no use made of any such deposit unless the Trustee shall have received an Opinion of Bond Counsel to the effect that such deposit and use would not cause any of the Series 2016 Bonds to be treated as arbitrage Series 2016 Bonds within the meaning of Section 148 of the Code. Moreover, no such deposit shall be deemed a payment of such Series 2016 Bonds unless the Trustee shall have received a verification from an accountant or firm of accountants appointed by the Bank and acceptable to the Trustee verifying the sufficiency of the deposit to pay the principal of, premium, if any, and interest on the Series 2016 Bonds to the due date, whether such due date be by reason of maturity or upon redemption; provided, however, such verification from an accountant or firm of accountants appointed by the Bank and acceptable to the Trustee, will not be required if the deposit made with the Trustee represents sufficient funds in the form of cash for the payment of principal of, premium, if any, and interest on the Series 2016 Bonds to be paid prior to their due date by reason of maturity or upon redemption within ninety (90) days of the delivery date of the Series 2016 Bonds. If requested by the Trustee, the Bank will provide proof in a form acceptable to the Trustee of the sufficiency of the cash funds deposited as stated in the preceding sentence.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Article, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Series 2016 Bonds shall be applied to and used solely for the payment of the particular Series 2016 Bonds (including interest thereon) with respect to which such moneys or obligations have been so set aside in trust.

Upon the deposit with the Trustee, in trust, at or before maturity, of money or Governmental Obligations in the necessary amount to pay or redeem all Outstanding Series 2016 Bonds as aforesaid (whether upon or prior to their stated maturity or the redemption date of such Series 2016 Bonds), provided that if such Series 2016 Bonds are to be redeemed prior to the stated maturity thereof, notice of such redemption shall have been given as hereinabove provided, or provisions satisfactory to the Trustee shall have been made for the giving of such notice, and compliance with the other payment requirements hereof, this Indenture may be discharged in accordance with the provisions hereof but the limited liability of the Bank in respect of such Series 2016 Bonds shall continue provided that the owners thereof shall thereafter be entitled to payment only out of the moneys or Governmental Obligations deposited with the Trustee as aforesaid.

ARTICLE X

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

SECTION 10.01 Defaults; Events of Default.

If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Default in the due and punctual payment of any interest on any Bond; or

(b) Default in the due and punctual payment of the principal or redemption premium, if any, of any Bond whether at the stated maturity thereof or on any date fixed for redemption; or

(c) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Bank contained in this Indenture or in the Series 2016 Bonds and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or

(d) Any warranty, representation or other statement by or on behalf of the Bank contained in this Indenture or in any instrument furnished in compliance with or in reference to this Indenture is false or misleading, when made, in any material respect, and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or

(e) A petition is filed against the Bank under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect and is not dismissed within sixty (60) days after such filing; or

(f) The Bank files a petition in voluntary bankruptcy or seeking relief under any provisions of any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(g) The Bank is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a liquidator or trustee of the Bank or any of its property is appointed by court order or takes possession of such property and such order remains in effect or such possession continues for more than sixty (60) days; or

(h) Default in the due and punctual payment of any interest or principal on the Series 2016 Note; or

(i) The Bank fails to restore Debt Service Reserve Fund to an amount equal to the Debt Service Reserve Requirement within three hundred sixty (360) days after the end of the Fiscal Year of the Bank during which a deficiency occurs; or

(j) The Bank for any reason shall be rendered incapable of fulfilling its obligations under this Indenture; or

(k) There is an event of default under the Loan Agreement.

SECTION 10.02 Remedies: Rights of Bondholders.

Upon the occurrence of an Event of Default, the Trustee shall notify the owners of all Series 2016 Bonds then Outstanding of such Event of Default by registered or certified mail, and will have the following rights and remedies:

(a) The Trustee may pursue any available remedy at law or in equity or by statute to enforce the payment of the principal of and interest on the Series 2016 Bonds then Outstanding, including enforcement of any rights of the Bank or the Trustee under the Series 2016 Note or Loan Agreement.

(b) The Trustee may by action or suit in equity require the Bank to account as if it were the trustee of an express trust for the holders of the Series 2016 Bonds and may take such action with respect to the Series 2016 Note and the Loan Agreement as the Trustee deems necessary or appropriate and in the best interest of the Bondholders, subject to the terms of the Series 2016 Note and Loan Agreement.

(c) Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under this Indenture, the Trustee will be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

(d) The Trustee may declare the principal of and accrued interest on all Series 2016 Bonds to be due and payable immediately in accordance with this Indenture and the Act, by notice to the Bank and the Attorney General of the State.

Upon the occurrence of an Event of Default, if requested so to do by the holders of twenty-five percent (25%) or more in aggregate principal amount of all Series 2016 Bonds then Outstanding and if indemnified as provided in Section 11.01(k) hereof, the Trustee shall be obligated to exercise such one or more of the rights, remedies and powers conferred by this Section as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.

No right or remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given to Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute. The assertion or employment of any right or remedy shall not prevent the concurrent or subsequent assertion or employment of any other right or remedy.

No delay or omission to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

SECTION 10.03 Rights of Bondholders to Direct Proceedings.

Anything in this Indenture to the contrary notwithstanding, but subject to Section 15.01 hereof, the owners of a majority in aggregate principal amount of Series 2016 Bonds then Outstanding shall have the right, at any time during the continuance of an Event of Default, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

SECTION 10.04 Appointment of Receivers.

Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings with such powers as the court making such appointment shall confer.

SECTION 10.05 Application of Moneys.

All moneys received by the Trustee pursuant to any right or remedy given or action taken under the provisions of this Article (including moneys received by virtue of action taken under provisions of the Series 2016 Note or Loan Agreement) shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by Trustee and any other moneys owed to Trustee hereunder, be deposited in the General Account of the General Fund and all moneys in such Account shall be applied as follows:

(a) Unless the principal of all the Series 2016 Bonds shall have become due and payable, all such moneys shall be applied for each applicable series of Series 2016 Bonds:

FIRST - To the payment to the persons entitled thereto of all installments of interest then due on the Series 2016 Bonds, including interest on any past due principal of any Bond at the rate borne by such Bond, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to such payment ratably,

according to the amounts due on such installments, to the persons entitled thereto, without any discrimination or privilege; and

SECOND - To the payment to the persons entitled thereto of the unpaid principal of any of the Series 2016 Bonds which shall have become due either at maturity or pursuant to a call for redemption (other than Series 2016 Bonds called for redemption for the payment of which other moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full the principal of Series 2016 Bonds due on any particular date, together with such interest, then to such payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

THIRD - To be held for the payment to the persons entitled thereto as the same shall become due of the principal of and interest on the Series 2016 Bonds which may then become due either at maturity or upon call for redemption prior to maturity and, if the amount available shall not be sufficient to pay in full the principal of and interest on Series 2016 Bonds due on any particular date, such payment shall be made ratably according to the amount of principal and interest due on such date to the persons entitled thereto without any discrimination or privilege; and

FOURTH – To the payment of amounts due to the Bond Insurer not paid.

(b) If the principal of all the Series 2016 Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Series 2016 Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment of principal to the owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all principal of and interest on all Series 2016 Bonds have been paid under the provisions of this Section and all expenses and charges of the Trustee have been paid and all other amounts due hereunder and under the Loan Agreement and the Series 2016 Note have been

paid in full, any balance remaining in the General Account of the General Fund shall be paid as provided in Article VI hereof.

SECTION 10.06 Remedies Vested in the Trustee.

All rights of action (including the right to file proof of claims) under this Indenture or under any of the Series 2016 Bonds may be enforced by the Trustee without the possession of any of the Series 2016 Bonds or the production thereof in any trial or other proceeding related thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Series 2016 Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the owners of all the Outstanding Series 2016 Bonds.

SECTION 10.07 Rights and Remedies of Bondholders.

No owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless (a) a Default has occurred, (b) such Default shall have become an Event of Default and the owners of not less than twenty-five percent (25%) in aggregate principal amount of Series 2016 Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the remedies hereinbefore granted or to institute such action, suit or proceeding in its own name, (c) such owners of Series 2016 Bonds have offered to the Trustee indemnity as provided in Section 11.01(k) hereof, and (d) the Trustee has refused, or for sixty (60) days after receipt of such request and offer of indemnification, has failed to exercise the remedies hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such request and offer of indemnity are hereby declared in every case at the option of Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more owners of the Series 2016 Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his, her or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the owners of all Series 2016 Bonds then Outstanding. However, nothing contained in this Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of and interest on any Bond at and after the maturity thereof, or the limited obligation of the Bank to pay the principal of and interest on each of the Series 2016 Bonds issued hereunder to the respective owners thereof at the time and place, from the source and in the manner expressed in the Series 2016 Bonds.

SECTION 10.08 Termination of Proceedings.

In case the Trustee or any owner of any Series 2016 Bonds shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Bank, the Trustee and the Bondholders

shall be restored to their former positions and rights hereunder, respectively, and with regard to the property herein subject to this Indenture, and all rights, remedies and powers of the Trustee and the owners of Series 2016 Bonds shall continue as if no such proceedings had been taken.

SECTION 10.09 Waivers of Events of Default.

The Trustee may at its discretion (with the prior written consent of the Bond Insurer) waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the owners of (a) more than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of all the Series 2016 Bonds then Outstanding in respect of which an Event of Default in the payment of principal or interest exists, or (b) more than fifty percent (50%) in aggregate principal amount of all Series 2016 Bonds then Outstanding in the case of any other Event of Default; provided, however, that there shall not be waived (x) any Event of Default in the payment of the principal of any Outstanding Bond at the date of maturity specified therein, or (y) any Event of Default in the payment when due of the interest on any Outstanding Bond unless prior to such waiver all of the interest or all of the payments of principal when due, as the case may be, with interest on overdue principal at the rate borne by such Bond, and all expenses of the Trustee in connection with such Event of Default shall have been paid or provided for, or (z) any Event of Default for nonpayment of Program Expenses; and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Bank, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any rights consequent thereon.

SECTION 10.10 Notice of Defaults under Section 10.01(d) or (e); Opportunity of the Bank to Cure Such Defaults.

Anything herein to the contrary notwithstanding, no Default under Section 10.01(d) or (e) hereof shall constitute an Event of Default until actual notice of such Default by registered or certified mail shall be given to the Bank by the Trustee or the owners of not less than twenty-five percent (25%) in aggregate principal amount of all Series 2016 Bonds then Outstanding and the Bank shall have had sixty (60) days after receipt of such notice to correct the Default or cause the Default to be corrected, and shall not have corrected the Default or caused the Default to be corrected within the applicable period; provided, however, if the Default be such that it is correctable but cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Bank within the applicable period and diligently pursued until the Default is corrected. If a Default is cured under this Section 10.10, then it will not constitute an Event of Default.

With regard to any alleged Default for which notice is given to the Bank under the provisions of this Section, the Bank hereby grants to the Trustee full authority for the account of the Bank to perform any covenant or obligation, the failure of performance of which is alleged in said notice to constitute an Event of Default, in the name and stead of the Bank with full power to do any and all things and acts to the same extent that the Bank could do and perform any such things and acts and with power of substitution.

ARTICLE XI

TRUSTEE

SECTION 11.01 Acceptance of the Trusts.

The Trustee hereby accepts the trusts and duties imposed upon it by this Indenture, and agrees to perform said trusts and duties with the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived), the Trustee shall exercise the rights and powers vested in it by this Indenture in accordance with the standard specified above.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same if appointed in accordance with the standard specified above, and shall be entitled to advice of its counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney or firm of attorneys (who may be the attorney or firm of attorneys for the Bank), approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(c) The Trustee shall not be responsible for any recital herein or in the Series 2016 Bonds, other than the Certificate of Authentication required by Section 3.04 hereof, or for the validity of the execution by the Bank of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Series 2016 Bonds issued hereunder or intended to be secured hereby.

(d) The Trustee shall not be accountable for the use of any Series 2016 Bonds authenticated or delivered hereunder. The Trustee may become the owner of Series 2016 Bonds secured hereby with the same rights which it would have if not the Trustee, and Series 2016 Bonds owned by the Trustee shall be deemed Outstanding unless canceled pursuant to the provisions hereof.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed to be genuine and correct and to have been signed or sent by the proper person or persons. The Trustee shall not withhold unreasonably its consent, approval or action to any reasonable request of the Bank. Any action taken by the Trustee pursuant to this

Indenture upon the request of the Bank or consent of any person who at the time of making such request or giving such consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Series 2016 Bonds issued in exchange therefor or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled in good faith to rely upon a certificate signed by an Authorized Officer as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has become aware shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of an Authorized Officer of the Bank under its seal to the effect that a resolution in the form therein set forth has been adopted by the Bank as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and it shall not be answerable for other than its negligence or willful default.

(h) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect any and all of the books, papers and records of the Bank pertaining to the Revenues and receipts pledged to the payment of the Series 2016 Bonds, and to take such memoranda from and in regard thereto as may be desired.

(i) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(j) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Series 2016 Bonds, the withdrawal of any cash, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, deemed desirable by the Trustee for the purpose of establishing the right of the Bank to the authentication of any Series 2016 Bonds, the withdrawal of any cash or the taking of any other action by the Trustee.

(k) Before taking any action referred to in Section 10.02, 10.03 or 10.07 hereof, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful default, by reason of any action so taken.

(l) All moneys received by the Trustee shall, until used, applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. The Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(m) The Trustee for all purposes of this Indenture shall be deemed to be aware of any Event of Default in the payment of principal of or interest on any of the Series 2016 Bonds.

SECTION 11.02 Fees, Charges and Expenses of the Trustee.

The Trustee shall be entitled to prompt payment and reimbursement upon demand for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as paying agent and registrar for the Series 2016 Bonds but only as hereinabove provided. Upon any Event of Default, but only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of principal of or interest on any Bond upon the Trust Estate for the foregoing fees, charges and expenses incurred by it, respectively.

SECTION 11.03 Intervention by the Trustee.

In any judicial proceeding to which the Bank is a party and which in the opinion of the Trustee and its Counsel has a substantial bearing on the interests of the owners of the Series 2016 Bonds, the Trustee may intervene on behalf of the Bondholders, and shall do so if requested in writing by the owners of at least twenty-five percent (25%) of the aggregate principal amount of Series 2016 Bonds then Outstanding upon receiving indemnification satisfactory to the Trustee.

SECTION 11.04 Successor Trustee.

Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party ("Reorganization"), ipso facto shall be and become successor Trustee hereunder, if legally qualified to serve as such, and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided that within sixty (60) days of the effective date of such Reorganization, the Bank may object to such corporation or association becoming successor Trustee by filing written notice of such objection with the Trustee and by mailing such notice to each Bondholder whereupon a successor or temporary Trustee shall be appointed in accordance with Section 11.07 hereof.

SECTION 11.05 Resignation by the Trustee.

The Trustee and any successor Trustee may at any time resign from the trusts hereby by giving sixty (60) days' written notice by registered or certified mail to the Bank and the owner of each Bond as shown by the list of Bondholders required by this Indenture to be kept at the office of the Trustee, and such resignation shall take effect upon the appointment of a successor Trustee in accordance with Section 11.07 and acceptance of such appointment by the successor Trustee.

SECTION 11.06 Removal of the Trustee.

The Trustee may be removed at any time with or without cause by an instrument or concurrent instruments in writing delivered to the Trustee and to the Bank and signed by the owners of a majority in aggregate principal amount of all Series 2016 Bonds then Outstanding or their attorneys-in-fact duly authorized. Notice of the removal of the Trustee shall be given in the same manner as provided in Section 11.05 hereof with respect to the resignation of the Trustee. So long as no Event of Default or an event which, with the passage of time would become an Event of Default, shall have occurred and be continuing, the Trustee may be removed at any time for cause by resolution or other official action taken by the Bank with such action to be filed with the Trustee.

SECTION 11.07 Appointment of Successor Trustee by the Bondholders; Temporary Trustee.

In case the Trustee shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of all Series 2016 Bonds then Outstanding by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact duly authorized, a copy of which shall be delivered personally or sent by registered mail to the Bank. Nevertheless, in case of such vacancy the Bank by resolution may appoint a temporary Trustee to fill such vacancy. Within ninety (90) days after such appointment, the Bondholders may appoint a successor Trustee; and any such temporary Trustee so appointed by the Bank shall become the successor Trustee if no appointment is made by the Bondholders within such period, but in the event an appointment is made by the Bondholders, the temporary Trustee shall immediately and without further act be superseded by any Trustee so appointed by such Bondholders. Notice of the appointment of a temporary or successor Trustee shall be given in the same manner as provided by Section 11.05 hereof with respect to the resignation of a Trustee. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing located in or incorporated under the laws of the State duly authorized to exercise trust powers and be subject to examination by federal or State authority, having a reported capital and surplus of not less than $75,000,000, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

SECTION 11.08 Concerning Any Successor Trustee.

Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its or his predecessor and also to the Bank an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of the Bank, after the payment of all fees, charges and expenses which may be due and owing to such predecessor pursuant to the provisions of Section 11.02 hereof, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities, moneys and other property or documents held by it as Trustee hereunder to its or his successor hereunder. Should any instrument in writing from the Bank be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Bank. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed or recorded by the successor Trustee in each recording office where this Indenture shall have been filed or recorded. Notwithstanding any other provision of this Indenture, no removal, resignation or termination of the Trustee (or paying agent, if any) shall take effect until a successor shall be appointed.

SECTION 11.09 Indemnification.

The Bank, will, to the fullest extent permitted by law, protect, indemnify and save the Trustee and its respective officers, board members, agents, and employees, harmless from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Trustee), taxes, causes of action, suits, claims, demands and judgments of any nature arising from:

(a) violation of any agreement, provision or condition of this Indenture, the Series 2016 Note, the Series 2016 Bonds or the Loan Agreement except a violation by the Trustee;

(b) any statement or information relating to the expenditure of the proceeds of the Series 2016 Note, Series 2016 Bonds contained in the "Tax Certificate" or similar document furnished by the City to the Bank which, at the time made, is misleading, untrue or incorrect in any material respect; and

(c) any untrue statement or alleged untrue statement of a material fact contained in any offering material relating to the sale or remarketing of the Series 2016 Bonds (as from time to time amended or supplemented) or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, or failure to properly register or otherwise qualify the sale of the Series 2016 Bonds or failure to comply with any licensing or other law or regulation which would affect the manner whereby or to whom the Series 2016 Bonds could be sold.

Promptly after receipt by the Trustee of notice of the commencement of any action with respect to which indemnity may be sought against the Bank under this Section, the Trustee will notify the Bank in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the Bank shall assume the defense of such action (including the employment of Counsel or such other person as the case may be, and the payment of expenses). Insofar as such action shall relate to any alleged liability with respect to which indemnity may be sought against the Bank, the Trustee shall have the right to employ separate Counsel in any such action and to participate in the defense thereof, but the fees and expenses of such Counsel shall not be at the expense of the Bank unless the employment of such Counsel has been specifically authorized by the Bank. The Bank shall not be liable to indemnify any person for any settlement of any such action effected without its consent.

The provisions of this Section 11.09 shall survive the payment and discharge of the Series 2016 Note and the Series 2016 Bonds.

SECTION 11.10 Successor Trustee as Trustee of Funds, Paying Agent and Registrar.

In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee of the funds provided hereunder and registrar and paying agent for principal of, premium, if any, and interest on the Series 2016 Bonds, and the successor Trustee shall become such Trustee, registrar and paying agent.

ARTICLE XII

SUPPLEMENTAL INDENTURES

SECTION 12.01 Supplemental Indentures not Requiring Consent of Bondholders.

The Bank and the Trustee may, without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture;

(b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owners of Outstanding Series 2016 Bonds and does not require unanimous consent of the Bondholders pursuant to Section 12.02 hereof;

(c) To subject to this Indenture additional Revenues, properties or collateral;

(d) To modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or

to permit the qualification of the Series 2016 Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if they so determine, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;

(e) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee hereunder or the succession of a new registrar and/or paying agent; and

(f) In connection with issuance of Refunding Series 2016 Bonds.

SECTION 12.02 Supplemental Indentures Requiring Consent of Bondholders.

Exclusive of Supplemental Indentures provided for by Section 12.01 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than a majority in aggregate principal amount of the Series 2016 Bonds then Outstanding which are affected (exclusive of Series 2016 Bonds held by the Bank), shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Bank and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular manner, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section contained shall permit, or be construed as permitting, without the consent of the owners of all then Outstanding Series 2016 Bonds (a) an extension of the maturity of the principal of or the interest or redemption date on any Bond issued hereunder, or (b) a reduction in the principal amount of any Bond or change in the rate of interest or redemption premium, or (c) a privilege or priority of any Bond or Series 2016 Bonds over any other Bond or Series 2016 Bonds, or (d) a reduction in the aggregate principal amount of the Series 2016 Bonds required for consent to such Supplemental Indenture, or (e) the creation of any lien securing any Series 2016 Bonds other than a lien ratably securing all of the Series 2016 Bonds at any time Outstanding hereunder, or (f) any modification of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee without the written consent of the Trustee.

If at any time the Bank shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes set forth in this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be mailed by registered or certified mail to each owner of a Bond at the address shown on the registration records maintained by the Trustee. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Bondholders. If, within sixty (60) days, or such longer period as shall be prescribed by the Bank, following the mailing of such notice, the owners of not less than fifty-one percent (51%) in aggregate principal amount of the Series 2016 Bonds Outstanding at the time of the execution of any such Supplemental Indenture (exclusive of Series 2016 Bonds held by the Bank) shall have consented to and approved the execution of such Supplemental Indenture as provided in Section 15.01 hereof, no owner of any Bond shall have any right to object to any of the terms and

provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Bank from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

ARTICLE XIII

[RESERVED]

ARTICLE XIV

[RESERVED]

ARTICLE XV

MISCELLANEOUS

SECTION 15.01 Consents, etc., of Bondholders.

Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number or concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or writing appointing any such agent and proof of the ownership of Series 2016 Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it or them under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved (i) by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or (ii) by an affidavit of any witness to such execution.

(b) The fact of ownership of Series 2016 Bonds and the amount or amounts, numbers and other identification of Series 2016 Bonds, and the date of holding the same shall be proved by the registration records of the Bank maintained by the Trustee pursuant to Section 3.06 hereof.

SECTION 15.02 Limitation of Rights.

With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Series 2016 Bonds is intended or shall be construed to give to any person or company other than the parties hereto and the owners of the Series 2016 Bonds any legal or suitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants,

conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the owners of the Series 2016 Bonds.

SECTION 15.03 Severability.

If any provision of this Indenture shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 15.04 Notices.

Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the appropriate Notice Address. A duplicate copy of each notice required to be given hereunder by the Trustee or the Bank to the City or the Original Purchaser shall also be given to the other. The Bank or the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 15.05 Trustee as Paying Agent and Registrar

The Trustee is hereby designated and agrees to act as paying agent and registrar for and in respect to the Series 2016 Bonds.

SECTION 15.06 Payments Due on Saturdays, Sundays and Holidays.

In any case where the date of maturity of interest on or principal of the Series 2016 Bonds or the date fixed for redemption of any Series 2016 Bonds shall be a Saturday, Sunday or a legal holiday in the city of payment or a day on which banking institutions are authorized by law to close, then payment of interest or principal may be made on the next Business Day with the same force and effect as if made on the Interest Payment date, the date of maturity or the date fixed for redemption.

SECTION 15.07 Counterparts.

This Indenture 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 15.08 Receipt of Money or Revenues by Trustee.

The Trustee is an authorized agent of the Bank for purposes of receiving money and Revenues on behalf of the Bank.

It is not the intent of this Section 15.08, or any other Section of this Indenture, to create a power of attorney relationship between the Bank and the Trustee.

SECTION 15.09 Applicable Provisions of Law.

This Indenture shall be governed by and construed in accordance with the laws of the State.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Bank has caused this Indenture to be executed on its behalf by its Executive Director and the seal of the Bank to be hereunto affixed and duly attested by its Secretary and the Trustee, to evidence its acceptance of the trusts created hereunder, has caused this Indenture to be executed in its name by its duly authorized officers and its corporate seal to be hereunto affixed and duly attested, all as of the day and year first above written.

MISSISSIPPI DEVELOPMENT BANK

By:_____
Executive Director

(SEAL)

ATTEST:

_____
Secretary

Signature page of Indenture of Trust dated as of _____, 2016, by and between the Mississippi Development Bank and _____ Bank, _____, Mississippi, as Trustee.

_____ BANK
_____, MISSISSIPPI
as Trustee

By: _____
Authorized Signatory

(SEAL)

ATTEST:

_____
Authorized Signatory

Signature page of Indenture of Trust dated as of _____, 2016, by and between the Mississippi Development Bank and _____ Bank, _____, Mississippi, as Trustee.

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said County and State, on this ___ day of _____, 20____, within my jurisdiction, the within named _____ and Cindy S. Carter, who acknowledged that they are the Executive Director and Secretary, respectively, of the Mississippi Development Bank, the Bank named in and which executed the foregoing Indenture of Trust, that the seal affixed to said instrument is the seal of the Bank, and that said instrument was signed, sealed, executed and delivered on behalf of said Bank by authority of its Board of Directors.

_____

NOTARY PUBLIC

My Commission Expires:

_____

[AFFIX NOTARIAL SEAL]

STATE OF MISSISSIPPI

COUNTY OF HINDS

On the ___ day of _____, 20____,, before me, a Notary Public in and for said County, personally appeared _____ and _____ to me personally known, who, being by me first duly sworn, did say that they are the _____ and _____, respectively, of _____ Bank, _____, Mississippi, a state banking association, and that for and on behalf of said state banking association, and as its act and deed, signed and delivered the foregoing instrument, after having first been authorized by said state banking association so to do, the Trustee named in and which executed the foregoing Indenture, that the seal affixed to said instrument is the seal of the Trustee, and that said instrument was signed, sealed, executed and delivered on behalf of said Trustee by authority of its Board of Directors.

_____

NOTARY PUBLIC

My Commission Expires:

_____

[AFFIX NOTARIAL SEAL]

ButlerSnow 18009979v5

LOAN AGREEMENT

BETWEEN

MISSISSIPPI DEVELOPMENT BANK

AND

THE CITY OF HATTIESBURG, MISSISSIPPI

ACKNOWLEDGED AND ACCEPTED BY:

_____ BANK
_____, _____

SECURED BY:

$25,000,000
TAXABLE PROMISSORY NOTE
(HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM CONSTRUCTION PROJECT)
DATED AS OF _____, 2016

The interest of the Mississippi Development Bank in this Loan Agreement, except for certain rights retained by the Issuer pursuant to Section 4.6 hereof, has been assigned to _____ Bank, _____, _____, as Indenture Trustee.

This instrument was drafted by:

BUTLER SNOW LLP
Attorneys At Law
Suite 1400
1020 Highland Colony Parkway
Post Office Box 6010
Ridgeland, MS 39158-6010

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LOAN AGREEMENT

This **LOAN AGREEMENT**, dated as of _____, 2016 (the "Loan Agreement"), is by and between the **MISSISSIPPI DEVELOPMENT BANK**, a public body corporate and politic of the State of Mississippi (the "State"), exercising essential public functions (the "Bank" or "Issuer") and organized under the provisions of Mississippi Code of 1972, Sections 31-25-1 et seq. (as from time to time amended, the "Act"), and the **CITY OF HATTIESBURG, MISSISSIPPI**, a political subdivision organized and validly existing under the Constitution and laws of the State of Mississippi (the "City").

RECITALS:

A. The Issuer is authorized by the provisions of the Act, to, among other things, loan money to local governmental units for any purposes set forth under the Act and to finance such assistance to such local governmental units by the issuance of revenue bonds.

B. The Issuer is further authorized to issue revenue bonds for the purpose of providing funds to pay all or a part of the cost of providing the aforementioned loans to local governmental units; and to pledge or assign any money, rents, charges, fees or other revenues and any proceeds derived from the loans with such local governmental units.

C. The Issuer has duly authorized under Sections 21-27-23 and 21-27-41 through 21-27-69, Mississippi Code of 1972 as amended from time to time (the “Bond Act”) and the Act the financing of the Project (as hereinafter defined).

D. The Issuer has duly authorized the issuance, as provided in the Indenture (as hereinafter defined), of its Mississippi Development Bank Taxable Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Series 2016 Bonds") pursuant to the Act in the maximum aggregate principal amount of $25,000,000 in order to loan the Net Proceeds, as hereinafter defined, thereof to the City to provide for the financing of the Construction Project, as hereinafter defined, pursuant to this Loan Agreement, secured by a promissory note whereby the amount of payments to be made to the Issuer by the City under the promissory note shall be sufficient to pay the principal of, premium, if any, and interest on the Series 2016 Bonds as and when the same shall become due and payable.

E. The Series 2016 Bonds are to be issued pursuant to and secured by an Indenture dated even date herewith, by and between the Issuer and the Indenture Trustee (as hereinafter defined).

F. The Issuer shall loan the proceeds of the Series 2016 Bonds to the City pursuant to the terms and provisions of this Loan Agreement as authorized, executed and delivered by the City.

G. To further secure the payment of the Series 2016 Bonds pursuant to this Loan Agreement, the City has authorized, executed and delivered the promissory note, which promissory note and this Loan Agreement (except certain rights retained by the Issuer) the Issuer

has assigned or will assign to the Indenture Trustee and the 2016 Note is being issued on parity with the City's 2006 Note, 2012 Note and 2013 Note, as hereinafter defined.

I. To further secure the payment of the Series 2016 Bonds, the City will pledge any available proceeds of state revolving loans, if applicable, and the Net Revenues, as hereinafter defined, of the combined water and sewer system (the "System") of the City, subject to the parity lien of the 2006 Note, 2012 Note and 2013 Note of the City.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS LOAN AGREEMENT WITNESSETH:

That the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, do hereby agree as follows:

ARTICLE I

DEFINITIONS, EXHIBITS AND MISCELLANEOUS

SECTION 1.1. Definitions.

The terms used herein, unless the context hereof shall require otherwise, shall have the following meanings, and any other terms defined in Section 1.01 of the Indenture (as set forth in **EXHIBIT A** and incorporated herein by reference) shall have the same meanings when used herein as assigned them in the Indenture, unless the context or use thereof indicates another or different meaning or intent.

Act: Sections 31-25-1 et seq. of the Mississippi Code of 1972, as amended and supplemented;

Additional Charges: the payments required by Section 4.4 of this Loan Agreement;

Administrative Expenses: the reasonable and necessary fees, costs or expenses incurred or payable by the City to the Issuer pursuant to this Loan Agreement or the Indenture, including compensation and expenses paid to or incurred by the Indenture Trustee or any paying agent under this Loan Agreement or the Indenture;

Annual Budget: the budget or amended budget in effect as provided in or adopted pursuant to Section 6.9 hereof;

Authorized City Representative: any person or persons at the time designated to act on behalf of the City by a written certificate, signed on behalf of the City by its Mayor or other duly authorized Person and its Clerk or other authorized Person and furnished to the Issuer and the Indenture Trustee, containing the specimen signature of each such person;

Bank: the Mississippi Development Bank, a public body corporate and politic of the State of Mississippi, exercising essential public functions and organized under the provisions of the Act;

Basic Payments: the payments required by Section 4.2 of this Loan Agreement;

Bond Act: Sections 21-27-23 and 21-27-41 through 21-27-69, Mississippi Code of 1972, as amended and supplemented from time to time.

Bond Closing: the date on which there is delivery by the Issuer of, and payment for, the Bonds;

Bond Counsel: the firm of Butler Snow LLP, Ridgeland, Mississippi, or any other firm of nationally recognized bond counsel experienced in tax exempt bond financing selected by the City and acceptable to the Issuer and the Indenture Trustee;

Bond Documents: the Indenture, the Loan Agreement, the Series 2016 Note, the Bond Purchase Agreement and all other agreements, instruments, documents, notices of assignment, schedules, assignments, pledges, powers of attorney, leases, trust account agreements, certificates, consents, contracts, notices, and all other written matter and all amendments, modifications, supplements, extensions and restatements thereof and thereto, and all agreements, notes, documents or instruments delivered in substitution therefor, or in lieu thereof, whether heretofore, now, or hereafter executed by or on behalf of the City, or any other person which are delivered to the Indenture Trustee, Issuer or any participant with respect to the transactions contemplated in the Indenture;

Bond Purchase Agreement: means the Bond Purchase Agreement dated _____, 2016, between the Issuer, the City and the Original Purchaser providing for the sale of the Series 2016 Bonds to the Original Purchaser;

Bondholder or Holder: the Person in whose name a Series 2016 Bond is registered in the Bond Register;

Bond Register: the registration records of the Bank kept by the Indenture Trustee to evidence the registration and transfer of the Series 2016 Bonds;

Certificate: as the case may be, either (i) a signed document attesting to or acknowledging the circumstances, representations or other matters therein stated or set forth or (ii) a signed document setting forth matters to be determined by an Authorized City Representative pursuant to this Loan Agreement;

City: the City of Hattiesburg, Mississippi;

Code or Internal Revenue Code: the Internal Revenue Code of 1986, as amended and all applicable Treasury Regulations promulgated thereunder;

Completion Certificate: the Certificate of Completion required by Section 3.4 hereof;

Completion Date: the date as set forth in the Completion Certificate required in Section 3.4 hereof;

Construction Project: all repairs, improvements and extensions of the City's System funded from a portion of the Net Loan Proceeds of the Series 2016 Bonds;

Consulting Engineer: a reputable engineer or firm of engineers experienced in conducting analyses, tests, and studies and in rendering reports, advice and opinions in the area of water and sewer utility facilities construction and planning, selected by the City and may be a certified engineer who is an employee of the City;

Costs of the Project: to the extent permitted by the Act and the Code and as applicable, whether incurred prior to or after the date of this Loan Agreement, (a) obligations of the Issuer or of the City incurred for labor, materials, machinery, equipment and other expenses and to architects, contractors, builders and material men in connection with the acquisition, construction, installation and equipping of the Construction Project and improvements thereto including, but not limited to, the cost of the acquisition of any land for the Construction Project; (b) the cost of contract or performance bonds or of other bonds and of insurance of all kinds that may be required or necessary prior to or during the course of construction, installation and equipping of the Construction Project; (c) all costs of architectural and engineering services, including the expenses of the Bank and the City for test boring, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or as a result of the proper construction, installation and equipping of the Construction Project; (d) compensation and expenses of the Bank, and the Indenture Trustee, legal, accounting, financial and printing expenses, fees and all other expenses incurred in connection with the issuance of the Series 2016 Bonds, which are not otherwise provided for under the terms of this Loan Agreement; (e) all other costs which the Bank or the City shall be required to pay under the terms of any contract or contracts for the acquisition (by purchase, lease or otherwise), construction, installation and equipping of the Construction Project; (f) any sums required to reimburse the Bank or the City for advances made by either of them for any of the above items, or for any other costs incurred and for work done by either of them, which are properly chargeable to the Construction Project being acquired, constructed, installed and equipped; (g) all Administrative Expenses; and (h) any other expenses or fees of the City, the Bank or the Indenture Trustee, which in the opinion of the City, the Issuer, or the Indenture Trustee respectively, are related to the Construction Project or the Series 2016 Bonds, including but not limited to, commitment and legal fees and the costs, fees and expenses of the Original Purchaser in connection with the initial sale and issuance of the Series 2016 Bonds;

Date of this Loan Agreement: as of _____, 2016;

Debt Service Payment: the aggregate of the interest and principal payable on the Series 2016 Note and any Parity Indebtedness for the specific period designated under this Loan Agreement;

Debt Service Reserve Fund: collectively all the debt service reserve funds, including Accounts created thereunder, which are required for the Bonds issued under the Indenture, as it may be supplemented from time to time;

Debt Service Reserve Requirement: means the lesser of the following: (i) the maximum amount of principal and interest becoming due in the current or any future bond year (meaning each 1 year period (or such shorter period as hereinafter described) beginning on _____ 2 of one year and ending on _____ 1 of the following year – except, however, the first bond year shall be from the issue date of the Series 2016 Bonds until _____ 1, 20___) on all Series 2016 Bonds then outstanding; (ii) 125% of average annual debt service on the Series 2016 Bonds; and (iii) 10% of the stated principal amount of the Series 2016 Bonds, or if such issue of Series 2016 Bonds has more than a *de minimis* amount (as defined in Section 1.148-1(b) of the Treasury Regulations) of original issue discount or premium, ten percent (10%) of the issue price (as defined in Section 1.148-1(b) of the Treasury Regulations), which Debt Service Reserve Requirement may be funded with cash or a Reserve Fund Credit Facility; provided, however, that upon initial issuance of the Series 2016 Bonds, the Debt Service Reserve Requirement will mean the amount set forth in (i) hereinabove and in future years if the amount of the Debt Service Reserve Requirement should equal an amount in excess of the lesser of (i), (ii) and (iii) above, the funds held in the Debt Service Reserve Requirement will be not be invested at a yield in excess of the yield on the Series 2016 Bonds.

Depository: any bank, trust company or national banking association selected by the City and approved by the Indenture Trustee as a depository of moneys and securities held under the provisions of this Loan Agreement, and its successor or assign or successors or assigns;

Discharge Date: the date on which all Outstanding Series 2016 Bonds are discharged under Article IX of the Indenture;

Existing Parity Debt: the 2006 Note, 2012 Note and 2013 Note;

Event of Default: any of the events set forth in Section 10.1;

Fiduciary or Fiduciaries: the Indenture Trustee, the paying agent, the Depository or any or all of them, as may be appropriate;

Fiscal Year: when used with respect to the City, a period beginning on October 1 in any year and ending on September 30 of the following year or such other twelve month period as may be adopted by the City in accordance with law;

Fund: any fund described in Article VI of the Indenture;

General Account: the account by that name created by Section 6.02 of the Indenture for the Series 2016 Bonds;

Indenture: the Indenture of Trust by and between the Issuer and Indenture Trustee, as the same may from time to time be amended or supplemented as herein provided;

Indenture Trustee: _____ Bank, _____, _____, or any successor trustee appointed, qualified and then acting as such under the provisions of the Indenture;

Independent Accountant: the Audit Department of the State of Mississippi or a certified public accountant or firm of certified public accountants registered and qualified to practice as

such under the laws of the State of Mississippi and reasonably acceptable to the Indenture Trustee, and not regularly employed by the Issuer or the City, except to perform independent audits of the books and records of either or both of them or the System or other similar periodic reviews;

Inspecting Architect: such architect or engineer retained by City and approved by the Bank;

Interest Payment Date: shall be on the anniversary date of authentication and delivery of the Series 2016 Bonds commencing on the first anniversary date of the authentication and delivery of the Series 2016 Bonds, as described in Section 2.03 of the Indenture as the interest payment dates of the Series 2016 Bonds;

Internal Revenue Code or Code: the Internal Revenue Code of 1986, as amended, and all applicable Treasury Regulations;

Investment Securities: includes all securities, instruments and the like in which the City is authorized to invest its funds under applicable law, including the Act;

Issuance Expenses: any and all costs and expenses relating to the issuance, sale and delivery of the Series 2016 Bonds, and the execution and delivery of this Loan Agreement, the Indenture and the Series 2016 Note, including, but not limited to, all fees and expenses of legal counsel, financial consultants, feasibility consultants and accountants, the initial fees and expenses of the Indenture Trustee, any fee to be paid to the Issuer, the preparation and printing of this Loan Agreement, the Series 2016 Note, the Indenture, any preliminary official statement and final official statement, if applicable, the Series 2016 Bonds and all other related closing documents, and all other expenses relating to the issuance, sale and delivery of the Series 2016 Bonds required to be paid from the proceeds of the Series 2016 Bonds and any other costs which are treated as "issuance costs" within the meaning of Section 147(g) of the Code;

Issuer: the Bank;

Loan: the loan of Net Proceeds of the Series 2016 Bonds by the Issuer to the City described in Section 4.1 of this Loan Agreement;

Loan Agreement: this Loan Agreement by and between the Issuer and the City, as the same may from time to time be amended or supplemented as provided herein and in the Indenture;

Loan Agreement Fund or Loan Agreement Funds: one or more of the special funds and accounts created and established pursuant to this Loan Agreement for the Series 2016 Note and the funds created pursuant to the 2006 Loan Agreement for the 2006 Note, the 2012 Loan Agreement for the 2012 Note and the 2013 Loan Agreement for the 2013 Note;

Loan Proceeds: the Net Proceeds of the sale of the Series 2016 Bonds and investment earnings thereon held by the City in the Loan Agreement Funds;

Net Bond Proceeds: proceeds from the sale of the Series 2016 Bonds at the public offering price including accrued interest, if any, from the dated date of the Series 2016 Bonds to the date of delivery thereof, including interest earnings thereon;

Net Proceeds: Net Bond Proceeds, including any interest earnings thereon, less (i) capitalized interest, if any, (ii) such Net Bond Proceeds used to pay or reimburse for the payment of Issuance Expenses and any other neutral costs and (iii) funds used to fund the Debt Service Reserve Fund;

Net Revenues: gross revenues of the System less Operating Expenses for the operation and maintenance of the System;

Note Payments: together the amounts paid or required to be paid, from time to time, for principal and interest on the Series 2016 Note held by the Indenture Trustee pursuant to the Indenture;

Note Year: the period from Closing Date through ____ 1, 20___, and thereafter each twelve (12) month period from each ____ 2 to and including _____ 1 of the following year, beginning with the period ending ____ 1, 20__;

Operating Expenses: the City's operation and maintenance expenses in connection with the System which include the following: expenses for operation, maintenance, repairs, ordinary replacement and ordinary reconstruction of the System and shall include, without limiting the generality of the foregoing, administrative expenses, salaries for employees, utilities, labor, material, supplies and equipment necessary for the operation and maintenance of the System, and transportation cost from the delivery point to the System, or alternative delivery point, insurance premiums, legal, engineering and other consulting expenses, payments to pension, retirement, group life insurance, health and hospitalization funds, or other employee benefit funds, and any other expenses required to be paid by the City and applicable under the circumstances, and the expenses, liabilities and compensation of the Fiduciaries required to be paid under this Loan Agreement, all to the extent properly attributable to the City and its System;

Original Purchaser: _____, _____, _____, as the original purchaser of the Series 2016 Bonds;

Outstanding: all Series 2016 Bonds which have been authenticated and delivered by the Indenture Trustee under the Indenture, including Series 2016 Bonds held by the Bank, except:

(1) Series 2016 Bonds cancelled after purchase in the open market or because of payment at or redemption prior to maturity;

(2) Series 2016 Bonds deemed paid under Article IX of the Indenture; and

(3) Series 2016 Bonds in lieu of which other Series 2016 Bonds have been authenticated under Section 3.05, 3.06 or 3.10 of the Indenture;

Parity Indebtedness or Parity Debt: indebtedness of the City, the payments of which are secured by a lien on System Revenues on a parity with the lien securing the Series 2016 Note, including the Existing Parity Debt;

Permitted Encumbrances: shall mean and include the lien and pledge securing Parity Indebtedness;

Person: an individual, a corporation, an association, a joint stock company, a business trust, a partnership, a joint venture, a limited liability company, an unincorporated organization, or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof;

Plans and Specifications: the plans and specifications for the construction of the Construction Project prepared by the Architect, as the same may be modified and amended from time to time;

Redemption Date: when used with respect to any Series 2016 Bond to be redeemed shall mean the date on which it is to be redeemed pursuant to the Indenture;

Redemption Price: when used with respect to any Series 2016 Bond to be redeemed shall mean the price at which it is to be redeemed pursuant to the Indenture;

Related Documents: any amendment, supplement, modification to, or waiver of, the Indenture or any other transaction document, including the Loan Agreement and any underlying security agreement, that requires the consent of Bondholders;

Reserve Fund Credit Facility: an irrevocable and unconditional letter of credit, insurance policy or surety bond, the terms of which have been approved by the City and the Bank, issued by a bank or other financial institution, which is acceptable to the City and the Bank, which credit facility names the Indenture Trustee as the beneficiary thereunder; provided, that any such credit facility (other than an insurance policy or surety bond extending to the maturity date of the Series 2016 Bonds) must (a) be renewable or extendable on an annual basis; (b) have an initial term of not less than three (3) years; (c) provide that the bank or other financial institution providing such credit facility must notify the Indenture Trustee and the City, no less than thirty (30) days in advance of the expiration of the credit facility of its intention not to renew or extend such credit facility; (d) permit the Indenture Trustee to make a draw thereunder to fund the Debt Service Reserve Fund not later than five (5) business days prior to the earlier of (1) the expiration date of such credit facility and (2) the date the proceeds of such draw will be needed to fund the Debt Service Reserve Fund;

Series 2016 Bonds: the $25,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated _____, 2016, issued pursuant to the Indenture;

Series 2016 Debt Service Fund: the Series 2016 Debt Service Fund so designated which is created and established by Section 5.4 hereof;

Series 2016 Note: the $25,000,000 Taxable Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated _____, 2016, of the City to the Bank, the form of which is attached hereto as **EXHIBIT B**;

Series 2016 Project: means providing funds for (i) the Construction Project; (ii) funding the Debt Service Reserve Fund for the Series 2016 Bonds and (iii) paying the costs of issuance of the Series 2016 Bonds and the Series 2016 Note;

Series 2016 Project Fund: means the Series 2016 Project Fund so designated which is created and described in Sections 5.1 and 5.2 hereof.

State: the State of Mississippi;

System: the combined water and sewer system of the City and all related improvements and equipment, together with all additions to, replacements of and substitutions for any of the foregoing which may be made as permitted or required by the Bank (which includes the Construction Project), but excluding any property released as authorized by the Bank;

System Revenues: all revenues derived from the System or a pledge of income or revenues, funds or monies of the City from any source whatsoever;

Term of this Loan Agreement: the period of time commencing on the date of this Loan Agreement and terminating on the final maturity date of the Series 2016 Bonds or upon earlier termination of this Loan Agreement under Section 9.2, provided that this Loan Agreement shall not terminate until all obligations hereunder shall be paid in full;

2006 Bonds: means the Bank's $17,000,000 Special Obligation Bonds, Series 2006 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated June 28, 2006, issued pursuant to the 2006 Indenture;

2006 Contingent Fund: the contingent fund so designated and created in the 2006 Loan Agreement and described in Section 5.1 and Section 5.6 hereof;

2006 Debt Service Fund: means the debt service fund so created under the 2006 Loan Agreement;

2006 Debt Service Reserve Fund: means the debt service reserve fund so designated and created under the 2006 Indenture;

2006 Debt Service Reserve Requirement: means the debt service reserve requirement described under the 2006 Indenture;

2006 Indenture: means the Indenture of Trust by and between the Bank and the 2006 Indenture Trustee dated as of June 28, 2006, in connection with the 2006 Bonds;

2006 Indenture Trustee: means Hancock Bank, Jackson, Mississippi;

2006 Loan Agreement: means the loan agreement by between the City and the Bank dated as of June 28, 2006, providing for the loan between the City and the Bank, which loan was funded from the proceeds of the 2006 Bonds;

2006 Loan Agreement Funds: means the loan agreement funds created under the 2006 Loan Agreement for the 2006 Note and notes issued on a parity with the 2006 Note;

2006 Note: means the $17,000,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated June 28, 2006 of the City;

2006 Operation and Maintenance Fund: means the operation and maintenance fund so designated and created in the 2006 Loan Agreement for the 2006 Note and debt issued on parity therewith such as the Series 2016 Note and described in Sections 5.1 and 5.5 hereof; and

2006 Revenue Fund: means the revenue fund so designated and created in the 2006 Loan Agreement and described in Sections 5.1 and 5.3 hereof.

2012 Bonds: means the Bank's $12,500,000 Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated March 29, 2012, issued pursuant to the 2012 Indenture;

2012 Debt Service Fund: means the debt service fund so created under the 2012 Loan Agreement;

2012 Debt Service Reserve Fund: means the debt service reserve fund so designated and created under the 2012 Indenture;

2012 Debt Service Reserve Requirement: means the debt service reserve requirement described under the 2012 Indenture;

2012 Indenture: means the Indenture of Trust by and between the Bank and the 2012 Indenture Trustee dated as of March 29, 2012, in connection with the 2012 Bonds;

2012 Indenture Trustee: means Hancock Bank, Jackson, Mississippi;

2012 Loan Agreement: means the loan agreement by and between the City and the Bank dated as of March 29, 2012 providing for the loan between the City and the Bank, which loan was funded from the proceeds of the 2012 Bonds;

2012 Loan Agreement Funds: means the loan agreement funds created under the 2012 Loan Agreement for the 2012 Note and notes issued on a parity with the 2012 Note;

2012 Note: means the $12,500,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated March 29, 2012 of the City;

2013 Bonds: means the Bank's $28,000,000 Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated December 19, 2013, issued pursuant to the 2013 Indenture;

2013 Debt Service Fund: means the debt service fund so created under the 2013 Loan Agreement;

2013 Debt Service Reserve Fund: means the debt service reserve fund so designated and created under the 2013 Indenture;

2013 Debt Service Reserve Requirement: means the debt service reserve requirement described under the 2013 Indenture;

2013 Indenture: means the Indenture of Trust by and between the Bank and the 2013 Indenture Trustee dated as of December 19, 2013, in connection with the 2013 Bonds;

2013 Indenture Trustee: means Hancock Bank, Jackson, Mississippi;

2013 Loan Agreement: means the loan agreement by and between the City and the Bank dated as of December 19, 2013providing for the loan between the City and the Bank, which loan was funded from the proceeds of the 2013 Bonds;

2013 Loan Agreement Funds: means the loan agreement funds created under the 2013 Loan Agreement for the 2013 Note and notes issued on a parity with the 2013 Note;

2013 Note: means the $28,000,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated December 19, 2013 of the City;

SECTION 1.2. Exhibits.

The following Exhibits are attached to and by reference made a part of this Loan Agreement:

(1) **EXHIBIT A: DEFINITIONS FROM INDENTURE**;

(2) **EXHIBIT B: FORM OF SERIES 2016 NOTE; and**

(3) **EXHIBIT C: FORM OF SERIES 2016 PROJECT FUND REQUISITION.**

SECTION 1.3. City's Acts.

Where the City is permitted or required to do or accomplish any act or thing hereunder, the City may cause the same to be done or accomplished by a third party selected by the City with the same force and effect as if done or accomplished by the City.

SECTION 1.4. Rules of Interpretation.

(a) The words "herein" and "hereof" and "hereunder" and words of similar import, without reference to any particular section or subdivision, refer to this Loan Agreement as a whole rather than to any particular section or subdivision of this Loan Agreement.

(b) References in this Loan Agreement to any particular article, section or subdivision hereof are to the designated article, section or subdivision of this Loan Agreement as originally executed.

(c) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles; and all computations provided for herein shall be made in accordance with generally accepted accounting principles consistently applied and applied on the same basis as in prior years.

(d) The Table of Contents and titles of articles and sections herein are for convenience only and are not a part of this Loan Agreement.

(e) Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa.

(f) Articles, sections, subsections and clauses mentioned by number only are those so numbered which are contained in this Loan Agreement.

(g) For purposes of this Loan Agreement and the Indenture, a petition in bankruptcy shall be deemed dismissed only if either (1) the petition is dismissed by order of a court of competent jurisdiction and no further appeal rights exist from such order or (2) the City notifies the Indenture Trustee that such a dismissal has occurred.

(h) Any opinion of counsel required hereunder shall be a written opinion of such counsel.

ARTICLE II

REPRESENTATIONS OF ISSUER AND CITY

SECTION 2.1. Representations by the Issuer.

The Issuer makes the following representations as the basis for the undertakings on the part of the City herein contained:

(1) The Issuer is a public body corporate and politic of the State of Mississippi, exercising essential public functions and organized under the provisions of the Act;

(2) The Issuer has full power and authority to enter into the transactions contemplated by this Loan Agreement, the Indenture and the other Bond Documents to which it is a party and to perform its obligations hereunder and thereunder;

(3) The Issuer is not in default under any provisions of the laws of the State material to the performance of its obligations under this Loan Agreement;

(4) The Issuer has been duly authorized to execute and deliver this Loan Agreement, the Indenture and the assignment of the Series 2016 Note to the Indenture

Trustee and by proper action has duly authorized the execution and delivery hereof and thereof and as to the Issuer, this Loan Agreement, the Indenture, the assignment of the Series 2016 Note to the Indenture Trustee and the other Bond Documents to which it is a party are valid and legally binding and enforceable in accordance with their terms, except to the extent that the enforceability thereof may be limited (a) by bankruptcy, reorganization, or similar laws limiting the enforceability of creditors' rights generally or (b) by the availability of any discretionary equitable remedies;

(5) The loan of the Net Proceeds of the Series 2016 Bonds for the Series 2016 Project as provided by this Loan Agreement, will further the purposes of the Act, to wit: to assist local governmental units in obtaining financing for those purposes set forth under the Act in furtherance of its governmental purpose;

(6) Under existing statutes and decisions no taxes on income or profits are imposed on the Issuer;

(7) There is not pending any suit, action or proceeding against the Issuer before or by any court, arbitrator, administrative agency or other governmental authority which materially and adversely affects the validity, as to the Issuer, of this Loan Agreement or the Indenture, any of its obligations hereunder or thereunder or any of the transactions contemplated hereby or thereby; and

(8) No public official of the Issuer has either a direct or indirect financial interest in this Loan Agreement nor will any public official either directly or indirectly benefit financially from this Loan Agreement.

SECTION 2.2. Representations and Warranties of the City.

The City represents, covenants and warrants as follows:

(1) The City is a political subdivision of the State of Mississippi duly organized and validly existing under the Constitution and the laws of the State of Mississippi and the City is a local governmental unit within the meaning of the Act;

(2) The execution, delivery and performance by the City of this Loan Agreement and the Series 2016 Note and each of the other Bond Documents to which it is a party are (i) within the City's governmental powers, and (ii) have been duly authorized by all necessary actions of the governing body of the City;

(3) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the City of this Loan Agreement, the Series 2016 Note and the other Bond Documents to which the City is a party;

(4) The design and plan of the Construction Project comprises an authorized purpose within the meaning of the Act; and it is presently intended and reasonably expected that the City will operate the Construction Project and the System throughout the term of this Loan Agreement in the normal conduct of the City's governmental functions;

(5) To the best of the City's knowledge, as of the date hereof, the use of the Construction Project as designed and proposed to be operated complies, in all material respects, with all presently applicable development, pollution control, water conservation and other laws, regulations, rules and ordinances of the federal government and the State of Mississippi and the respective agencies thereof and the political subdivisions in which the Construction Project is located;

(6) The Net Proceeds of the Series 2016 Bonds, together with any other funds to be contributed to the Construction Project by the City or otherwise in accordance with this Loan Agreement, will be sufficient to pay the Costs of the Construction Project;

(7) The City has reviewed and approved the provisions of the Indenture;

(8) To the best of the City's knowledge, no public official of the City has either a direct or indirect financial interest in this Loan Agreement nor will any public official either directly or indirectly benefit financially from this Loan Agreement;

(9) This Loan Agreement, the Series 2016 Note and the other Bond Documents to which the City is a party are legal, valid and binding obligations of the City, and are enforceable against the City in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally or by the availability of any discretionary equitable remedies;

(10) There is no pending action or proceeding before any court, governmental agency or arbitrator against or directly involving the City and, to the best of the City's knowledge, there is no threatened action or proceeding affecting the City or any of its assets before any court, governmental agency or arbitrator (i) which, in any case, may materially and adversely affect the financial condition or operations of the City or the System, (ii) which seeks to restrain or would otherwise have a material adverse effect on the transactions contemplated herein, or (iii) which would affect the validity or enforceability of this Loan Agreement, the Series 2016 Note or the other Bond Documents;

(11) None of the assets of the System are subject to any lien except for Permitted Encumbrances;

(12) The City is not in default in the payment or performance of any of its obligations or in the performance of any mortgage, indenture, lease, contract or other agreement, instrument or undertaking to which it is a party or by which it or any of its assets may be bound, which default would have a material and adverse effect on the governmental functions, operations, assets or condition, financial or otherwise, of the City or the System, either individually or taken as a whole. No Event of Default hereunder or under the Series 2016 Note or any other Bond Document has occurred and is continuing. The City is not in default under any order, award or decree of any court, arbitrator, or governmental authority binding upon or affecting it or by which any of its assets may be bound or affected which default would have a material adverse effect on the governmental

functions, operations, assets or condition, financial or otherwise, of the City or the System, either individually or taken as a whole, and no such order, award or decree adversely affects the ability of the City to carry on its governmental functions as currently conducted or the ability of the City to perform its obligations under this Loan Agreement, the Series 2016 Note and the other Bond Documents to which it is a party;

(13) The City is not a party to any contract or agreement or subject to any restriction which materially and adversely affects its governmental functions, its property or assets, or financial condition. The City is not a party to, or otherwise subject to any provision contained in, any instrument evidencing indebtedness of the City, any agreement relating thereto or any other contract or agreement (including their charters) which restricts or otherwise limits the incurring of the indebtedness to be represented by this Loan Agreement, the Series 2016 Note and the other Bond Documents;

(14) The City is in compliance with all laws, orders, regulations and ordinances of all federal, foreign, state and local governmental authorities binding upon or affecting the governmental functions, operation or assets of the City or the System, except for laws, orders, regulations and ordinances the violation of which would not, in the aggregate, have a material and adverse effect on the City's or System's financial condition;

(15) There is no fact known to the City which materially adversely affects or in the future may (so far as the City can now foresee) materially adversely affect the property, assets or financial condition of the City or the System which has not been set forth in this Loan Agreement, the Series 2016 Note or in the other Bond Documents, prior to the date hereof in connection with the transactions contemplated hereby;

(16) The City hereby incorporates herein and makes each of the representations and warranties contained in the other Bond Documents to which it is a party, operative and applicable for the benefit of Issuer and the Indenture Trustee as if the same were set forth at length herein;

(17) All roads, easements and other necessary modes of ingress and egress to the Construction Project necessary for the full utilization of the Construction Project for its intended purposes or for the construction of the Construction Project have been completed or obtained or will be completed prior to commencement of construction of the improvements to the Construction Project in accordance with the Plans and Specifications; and

(18) The City has not received notice of, and has no knowledge of, (i) any proceedings, whether actual, pending or threatened, for the taking under the power of eminent domain or any similar power or right, of all or any portion of the Construction Project; or (ii) any damage to or destruction of any portion of the Construction Project; or (iii) any zoning, building, fire or health code violations in respect of the Construction Project which have not heretofore been corrected.

(19) The City (i) is in compliance with all representations and covenants set forth in the 2006 Loan Agreement, the 2012 Loan Agreement and the 2013 Loan

Agreement, (ii) is not in default regarding payments due for the Parity Debt, (iii) has fully funded the 2006 Debt Service Reserve Fund under the 2006 Indenture, the 2012 Debt Service Reserve Fund under the 2012 Indenture, the 2013 Debt Service Reserve Fund under the 2013 Indenture and such accounts contain such amounts as required under the 2006 Loan Agreement, the 2012 Loan Agreement and the 2013 Loan Agreement, and (iv) has paid all amounts currently due and payable under the 2006 Loan Agreement, the 2012 Loan Agreement and the 2013 Loan Agreement.

SECTION 2.3. Survival.

The foregoing representations, covenants and warranties of the City shall be continuing and shall survive the execution and delivery of this Loan Agreement, the Series 2016 Note and the other Bond Documents. The disbursement of Loan Proceeds from the Series 2016 Project Fund by the City shall constitute a certification by the City that the aforesaid representations, covenants and warranties are true and correct in all material respects as of the date of such disbursement.

ARTICLE III

APPLICATION OF LOAN PROCEEDS; REFUNDING PROJECT AND THE CONSTRUCTION PROJECT

SECTION 3.1. Application of Loan Proceeds; Refunding Project and Construction Project.

(a) Simultaneously with the delivery of the Series 2016 Bonds by the Indenture Trustee, the Net Proceeds of the Series 2016 Bonds will be transferred by the Indenture Trustee, as the assignee for the Issuer under the Loan Agreement and the Series 2016 Note, as follows for the Construction Project:

$_____ in Net Proceeds of the Series 2016 Bonds shall be paid to the City for deposit in the Series 2016 Project Fund, to be held by the Indenture Trustee for the Construction Project.

(b) Construction Project. At or prior to delivery of the Bonds, but in all events prior to any disbursement of Loan Proceeds from the Series 2016 Project Fund, if requested, the City shall submit all Plans and Specifications, architect's agreements and construction contracts to the Indenture Trustee. The City shall construct and equip or cause to be constructed and equipped the Construction Project substantially in accordance with the Plans and Specifications. The City shall obtain all approvals requisite to the construction and installation of the Construction Project, and shall construct and install the Construction Project in compliance with all federal, state and local laws and regulations; provided however, no such law or laws and regulations shall discriminate against the City. Upon completion of the Construction Project, the City will furnish to the Indenture Trustee and the Bank, if requested, copies of all required permits and authorizations authorizing the occupancy and uses of the Construction Project for the purposes contemplated by the City. The City will take such action and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their

contracts, including the correction of any defective work. Any amounts recovered as damages, refunds, adjustments or otherwise in connection with the foregoing (a) if the City has corrected, at its own expense, the matter which gave rise to such default or breach, shall be paid to the City or (b) if the City has not corrected, at its own expense, the matter which gave rise to such default or breach, shall be paid to the Indenture Trustee for deposit into the Series 2016 Project Fund, unless recovered after delivery of the Completion Certificate and full disposition of the Series 2016 Project Fund in accordance with Section 3.4, in which case they shall be paid into the General Account under the Indenture.

SECTION 3.2. Completion of Construction.

The City shall construct and install the Construction Project with all reasonable dispatch and shall cause the Construction Project to be completed on or before the Completion Date.

SECTION 3.3. Payment for Construction Project.

(a) Payments of Costs of the Construction Project by the City, including Costs of the Construction Project expended or incurred as of the time of delivery of the Series 2016 Bonds, shall be made from time to time by the Indenture Trustee out of the Series 2016 Project Fund upon presentation to the Indenture Trustee of a requisition (the form of which is attached hereto as **EXHIBIT C**) from the City (with copies to be furnished to the Issuer upon its request), as prepared by the City pursuant to the invoices or statements from a contractor, vendor or other payee or other document reasonably acceptable and on file with the City.

(b) Construction costs may have to be paid in advance of work or while work is in progress, but prior to acceptable completion. The City may at its discretion make payments for such construction costs based on its reasonable reliance upon expected acceptable completion of such work.

(c) Money in the Series 2016 Project Fund, except as otherwise provided herein, shall be used solely for making disbursements by the Indenture Trustee for payment of the Costs of the Construction Project as provided in this Article and pursuant to each requisition submitted to the Indenture Trustee.

SECTION 3.4. Completion of Construction Project.

The completion of the Construction Project shall be evidenced to the Indenture Trustee (and the Issuer upon its request) by a certificate of completion (the "Completion Certificate") signed by an Authorized City Representative to the effect that, except for amounts retained by the City for the payment of Costs of the Construction Project not then due and payable, which shall be retained as provided in Section 3.5, the Construction Project has been constructed and installed and substantially completed as of a date stated in such Completion Certificate to the City's satisfaction and in substantial accordance with the Plans and Specifications, and is suitable and sufficient for its purposes.

The Completion Certificate shall specify the date as of which construction of the Construction Project was substantially completed. Notwithstanding the foregoing, the Completion Certificate shall state that it is given without prejudice to any rights the Issuer or the

City may have against third parties which may exist at the date of such Completion Certificate or which may subsequently come into being. If additional payments out of the Series 2016 Project Fund are then required, such payments shall be delivered by the City in the form specified in Section 3.3(a).

Upon receipt of the items specified in this Section and in Section 3.3, the City shall requisition from the Indenture Trustee payment to the City, or any payee designated by the City of the amount requested, including any amount withheld pursuant to this Section 3.4.

SECTION 3.5. Disposition of Surplus Funds.

If any moneys remain in the Series 2016 Project Fund (excluding moneys earned on investments made pursuant to the Indenture) after the Completion Date and after payment of all costs then due and payable, such moneys (except for amounts retained in the Series 2016 Project Fund for payment of Costs of the Construction Project incurred but not then due and payable, which amounts shall, notwithstanding anything to the contrary contained in Section 3.4 hereof, be disbursed by the City on the terms and conditions set forth in Section 3.3 hereof) shall be used to redeem a portion of the principal of the Series 2016 Bonds at par in the manner provided in the Indenture. Any portion of such monies not so applied to the redemption of the Series 2016 Bonds shall be deposited in the General Account. Interest earned from investments and held in the Series 2016 Project Fund held by the Indenture Trustee under this Loan Agreement, is to be used by the City for the Construction Project and to the extent not needed for the Construction Project will be used by the City to pay interest on Series 2016 Bonds accrued during and following the construction of the Construction Project until fully utilized, and not to redeem Series 2016 Bonds.

SECTION 3.6. Insufficient Series 2016 Bond Proceeds.

If the moneys in the Series 2016 Project Fund, including interest earned thereon, are not sufficient to pay fully the complete Costs of the Construction Project, the City will nonetheless complete the Construction Project and will, at its sole expense, pay all such additional expenses as may be necessary to complete the Construction Project substantially in accordance with the Plans and Specifications and shall equip it for operation. The Issuer does not make any warranty, either express or implied, that the moneys which will be paid into the Series 2016 Project Fund, and which, under the provisions of this Loan Agreement, will be available for payment of the Costs of the Construction Project, will be sufficient to pay all such costs. If after exhaustion of the moneys in the Series 2016 Project Fund, including the interest earned thereon held in the Series 2016 Project Fund, the City pays any portion of the Costs of the Construction Project, it shall not be entitled to any reimbursement therefor from the Issuer, the Indenture Trustee or the Bondholders, nor shall it be entitled to any diminution or postponement of the Basic Payments or Additional Charges payable hereunder and under the Series 2016 Note.

SECTION 3.7. Payment of Costs by City.

The City agrees that it will provide any and all money required for the prompt and full payment of:

(1) All legal (including Bond Counsel and counsel to the City, the Original Purchaser, the Issuer and the Indenture Trustee), financial advisor, municipal bond insurance and accounting fees and expenses, administrative and rating agency fees (if any), printing and engraving costs and other expenses incurred and to be incurred with respect to (i) the authorization, sale, validation and issuance of the Series 2016 Bonds, or (ii) the preparation of this Loan Agreement, the Indenture, the Series 2016 Note and all other documents necessary to the Bond Closing or required by this Loan Agreement or the Indenture;

(2) Premiums on all insurance; and

(3) All reasonable fees and expenses of the Indenture Trustee and paying agent under the Indenture.

SECTION 3.8. Issuance of Series 2016 Bonds.

The Issuer has contracted for the sale of the Series 2016 Bonds authorized by the Indenture, and the City has and does approve the terms of the Indenture. Forthwith upon execution of this Loan Agreement and the Indenture, or as soon thereafter as practicable, the Issuer will execute the Series 2016 Bonds and cause them to be authenticated by the Indenture Trustee and delivered to the Original Purchaser in accordance with the Original Purchaser's purchase of the Series 2016 Bonds upon payment of the purchase price and filing with the Indenture Trustee of the opinion of Bond Counsel as to the legality of the Series 2016 Bonds and the furnishing of all other documents required by this Loan Agreement and the Indenture to be furnished before delivery. The Issuer will then cause the proceeds of the Series 2016 Bonds to be transmitted to the Indenture Trustee.

ARTICLE IV

THE LOAN, BASIC PAYMENTS AND ADDITIONAL CHARGES

SECTION 4.1. The Loan.

The Issuer agrees, upon the terms and conditions herein specified, to lend to the City the Net Proceeds received by the Issuer from the sale of the Series 2016 Bonds, by causing such Net Proceeds to be deposited with the Indenture Trustee for disposition as provided herein and in the Indenture. The amount of the Loan shall also be deemed to include any "discount" or any other amount by which the aggregate price at which the Issuer sells the Series 2016 Bonds to the Original Purchaser is less than the aggregate principal amount of the Series 2016 Bonds. The obligation of the Issuer to make the Loan shall be deemed fully discharged upon so depositing the Net Proceeds of the Series 2016 Bonds with the Indenture Trustee as set forth herein.

SECTION 4.2. Basic Payments.

(a) Subject to the provisions for prepayment set forth in Section 9.2, the City agrees to pay the Loan as follows:

(1) The City shall pay to the Indenture Trustee for the account of the Issuer an amount equal to the aggregate principal amount of the Outstanding Series 2016 Bonds and, as interest on its obligation to pay such amount, an amount equal to interest on the Series 2016 Bonds, such amounts shall mature and become due and payable in the same manner and at the same dates and times as provided for in the Indenture, as follows:

(A) an amount equal to one-sixth (1/6th) or such applicable fraction necessary to provide the interest due on the Outstanding Series 2016 Bonds on the next succeeding Interest Payment Date; and

(B) an amount equal to one-twelfth (1/12th) or such applicable fraction necessary to provide the next installment of principal becoming due on the Series 2016 Bonds;

provided, however, that the obligation of the City to make any such payment hereunder shall be reduced by (i) the amount of funds in the General Fund under the Indenture representing capitalized interest, if any, including interest earned thereon, to be utilized for interest on the next succeeding Interest Payment Date for the Series 2016 Bonds; and (ii) the amount of any reduction under the Indenture of the amount of the corresponding payment required to be made by the Bank thereunder; and

(2) The City shall pay to the Indenture Trustee for deposit in the General Account of the General Fund under the Indenture for any Outstanding Series 2016 Bonds the amounts required for the payment of the purchase or Redemption Price of, plus accrued interest on, Outstanding Series 2016 Bonds being redeemed or purchased for retirement, and in each such case, such amounts shall be applied by the Indenture Trustee to such payments.

The City shall remit to the Indenture Trustee for deposit into the General Account of the General Fund under the Indenture (i) all monthly amounts as set forth above due under the Series 2016 Note and required to provide sufficient funds for the payment of the principal of and the interest due on the Outstanding Series 2016 Bonds to be on deposit in the General Account of the General Fund at least five (5) days prior to any Interest Payment Date, and (ii) at those times as set forth in the Indenture the amounts required for the payment of the purchase or Redemption Price including accrued interest on Outstanding Series 2016 Bonds being redeemed or purchased for retirement, and in each such case, such amounts shall be applied by the Indenture Trustee to such payments.

(b) The City shall provide to the Indenture Trustee a certificate executed by an Authorized City Representative, advising that there are insufficient legally available Net Revenues of the System to make the payments due on the next Interest Payment Date; however, such certificate is not required if it is determined that there are sufficient legally available Net Revenues of the System to make the payment due on the next Interest Payment Date.

SECTION 4.3. Pledge of Net Revenues of the System.

The principal of and interest on the Series 2016 Note and other amounts due under the Loan Agreement shall be payable from Net Revenues of the System, on a parity with the Parity Debt, and any available proceeds of state revolving loans, if applicable. Such an amount of the Net Revenues of the System, as will provide for the payments due under the Series 2016 Note, 2006 Note, 2012 Note, 2013 Note, this Loan Agreement, the 2006 Loan Agreement, the 2012 Loan Agreement and the 2013 Loan Agreement, as the same shall become due, is hereby irrevocably pledged to said purpose. The Series 2016 Note or the Loan Agreement does not constitute an indebtedness of the City within the meaning of any constitutional or statutory restriction, limitation or provision, and the taxing power of the City is not pledged to the payment of the obligations under the Loan Agreement or the Series 2016 Note, either as to principal or interest.

SECTION 4.4. Additional Charges.

The City agrees to pay as additional charges, when due, each and all of the following:

(1) all Issuance Expenses;

(2) to or upon the order of the Indenture Trustee, upon demand, all fees of the Indenture Trustee for services rendered under the Indenture and all fees and charges of the paying agent, registrars, legal counsel, accountants, engineers, public agencies and others incurred in the performance on request of the Indenture Trustee of services required under the Indenture for which the Indenture Trustee and such other persons are entitled to payment or reimbursement; provided that after payment in full thereof, the City may, without creating a default hereunder, contest in good faith the necessity or reasonableness of any such services, fees or expenses other than the Indenture Trustee's fees for ordinary services as set forth in the Indenture, paying agency fees and any fees or charges of public agencies;

(3) to the Issuer and the Indenture Trustee, the Administrative Expenses and all other reasonable expenses incurred by the Issuer and the Indenture Trustee in relation to the Project which are not otherwise required to be paid by the City under the terms of this Loan Agreement, and all indemnity payments required to be made under Section 8.4;

(4) any and all out-of-pocket costs and expenses (including, without limitation, the reasonable fees and expenses of any counsel, accountants, appraisers or other professionals) incurred by the Indenture Trustee or the Issuer at any time, in connection with (a) the preparation, negotiation and execution of this Loan Agreement, the Indenture, the Series 2016 Note and all other Bond Documents, any amendment of or modification of this Loan Agreement, the Indenture, the Series 2016 Note or the other Bond Documents (including in connection with any sale, transfer, or attempted sale or transfer of any interest herein to a participant or assignee); (b) any litigation, contest, dispute, suit, proceeding or action, whether instituted by the Issuer, the Indenture Trustee, the City or any other person in any way relating to the Project, the Series 2016 Note, the other Bond Documents, or the City's affairs, including, but not limited to, all liabilities,

losses, dangers, costs, reasonable expenses and taxes arising from a violation of any statement or information relating to the expenditure of the proceeds of the Series 2016 Bonds contained in the Tax Certificate or any audit or investigation by the Internal Revenue Service; (c) any attempt to enforce any rights of the Indenture Trustee or the Issuer against the City or any other person which may be obligated to the Indenture Trustee and/or Issuer by virtue of the Loan Agreement, the Series 2016 Note, the other Bond Documents or any other Project related document; (d) any action to protect, collect, sell, liquidate or otherwise dispose of the System, including the Construction Project; and (e) performing any of the obligations relating to or payment of any obligations of the City hereunder in accordance with the terms hereof or any other Bond Document;

(5) if there is on deposit in the Debt Service Reserve Fund an amount less than the Debt Service Reserve Requirement as of any Interest Payment Date based on the Indenture Trustee's valuation under Section 6.09 of the Indenture, the City will pay directly to the Indenture Trustee an amount for deposit into the Debt Service Reserve Fund which, when added to the amount on deposit in the Debt Service Reserve Fund, equals the Debt Service Reserve Requirement, such payment to be made within thirty (30) days after the applicable Interest Payment Date; and

(6) upon notice by the Indenture Trustee that any event described in the last paragraph of Section 6.09 of the Indenture has occurred, the City will make or cause to be made the required payments to replenish the Debt Service Reserve Fund within five (5) days of such notice; provided, however, said payment may be made from proceeds of a draw under a Reserve Fund Credit Facility.

SECTION 4.5. City's Obligations Unconditional.

The City will not suspend or discontinue any Basic Payments or Additional Charges, and will perform and observe all of its other agreements in this Loan Agreement, and, except as expressly permitted in Section 9.2, will not terminate this Loan Agreement for any cause, including but not limited to any acts or circumstances that may constitute failure of consideration, destruction or damage to the Construction Project, the taking of the Construction Project by condemnation or otherwise, the lawful prohibition of the City's use of the Construction Project, the interference with such use by any private person or corporation, the invalidity or unenforceability or lack of due authorization or other infirmity of this Loan Agreement or the Series 2016 Note, or lack of right, power or authority of the Issuer to enter into this Loan Agreement, eviction by paramount title, commercial frustration of purpose, bankruptcy or insolvency of the Issuer or the Indenture Trustee, change in the tax or other laws or administrative rulings or actions of the United States of America or of the State of Mississippi or any political subdivision thereof, or failure of the Issuer to perform and observe any agreement, whether express or implied or any duty, liability or obligation arising out of or connected with this Loan Agreement or the Series 2016 Note, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the Basic Payments and other amounts payable by the City hereunder shall be paid in full when due without any delay or diminution whatever.

SECTION 4.6. Assignment of Issuer's Rights.

As security for the payment of the Series 2016 Bonds, the Issuer will pledge the amounts payable hereunder and under the Series 2016 Note, and assign, without recourse or liability, to the Indenture Trustee, the Issuer's rights under this Loan Agreement (except certain rights retained by the Issuer) and under the Series 2016 Note. The rights pledged and assigned by the Issuer hereunder will include the right to receive payments hereunder (except the right to receive payments, if any, under Sections 4.4, 6.8, 8.4, 10.5, 12.8 and 12.11 hereof) and the Issuer hereby directs the City to make said payments directly to the Indenture Trustee. The City herewith assents to such assignment and will make payments under this Loan Agreement directly to the Indenture Trustee without defense or setoff by reason of any dispute between the City and the Indenture Trustee.

SECTION 4.7. City's Remedies.

Nothing contained in this Article shall be construed to release the Issuer from the performance of any of its agreements herein, and if the Issuer should fail to perform any such agreements, the City may institute such action against the Issuer as the City may deem necessary to compel the performance so long as such action for specific performance shall not violate the City's agreements in Section 4.5 or diminish or delay the amounts required to be paid by the City pursuant to Section 4.2 of this Loan Agreement. The City acknowledges however and agrees that any pecuniary obligation of the Issuer created by or arising out of this Loan Agreement shall be payable solely out of the proceeds derived from this Loan Agreement or the sale of the Series 2016 Bonds upon a default by the City or otherwise.

SECTION 4.8. [RESERVED].

ARTICLE V

ESTABLISHMENT OF CERTAIN LOAN AGREEMENT FUNDS, APPLICATION THEREOF AND SECURITY THEREFOR

SECTION 5.1. Establishment of Loan Agreement Funds.

(a) The following Loan Agreement Fund is hereby created and established as a Loan Agreement Fund to be held by the Indenture Trustee in connection with the Series 2016 Note:

(1) Series 2016 Project Fund; and

The amounts in such Loan Agreement Fund shall be held by the Indenture Trustee. All moneys or securities deposited with the Indenture Trustee pursuant to the Loan Agreement shall be held in trust and applied only in accordance with the provisions hereof and shall be considered trust funds for the purpose of this Loan Agreement.

(b) The following Loan Agreement Fund is hereby created and established as a Loan Agreement Fund to be held by the City in connection with the Series 2016 Note:

(1) Series 2016 Debt Service Fund

The amounts in such Loan Agreement Fund shall be held by the City. Moneys held by the City shall be deposited with one or more Depositories in accordance with applicable law.

(c) The following Loan Agreement Funds were established by the 2006 Loan Agreement for the 2006 Note and other bonds issued on parity with the 2006 Note to be held by the City, and will be utilized to account for the System Revenues securing the Loan:

(1) 2006 Debt Service Fund

(2) 2006 Revenue Fund;

(3) 2006 Operation and Maintenance Fund; and

(4) 2006 Contingent Fund.

(d) The following Loan Agreement Fund was established by the 2012 Loan Agreement for the 2012 Note and other bonds issued on parity with the 2012 Note to be held by the City, and will be utilized to account for the System Revenues securing the Loan:

(1) 2012 Debt Service Fund

(e) The following Loan Agreement Fund was established by the 2013 Loan Agreement for the 2013 Note and other bonds issued on parity with the 2013 Note to be held by the City, and will be utilized to account for the System Revenues securing the Loan:

(1) 2013 Debt Service Fund

The City may establish within any Loan Agreement Fund held by the City such accounts as shall be designated by this Loan Agreement, the 2006 Loan Agreement, the 2012 Loan Agreement, the 2013 Loan Agreement or in the written instructions of an Authorized City Representative and shall in like manner establish within any account such sub-accounts for the purposes of such accounts as shall be so designated.

SECTION 5.2. Series 2016 Project Fund.

(a) There shall be deposited into the Series 2016 Project Fund, the amounts required to be so deposited by the provisions of Section 3.1 hereof. There may also be paid into the Series 2016 Project Fund, at the option of the City, any moneys received by the City from any other source, unless required to be otherwise applied as provided by this Loan Agreement. All earnings on the investment of moneys in the Series 2016 Project Fund shall be deposited into the Series 2016 Project Fund and accumulated therein for the purposes set out in this Section 5.2.

(b) Except as otherwise provided in this Section, amounts in the Series 2016 Project Fund shall be applied only to pay the Costs of the Construction Project, Issuance Expenses to the extent not paid from the Bond Issuance Expense Account of the General Fund, to reimburse the City for certain expenditures and for the payment of any indebtedness incurred by the City for such purposes.

(c) To the extent that the amounts in any other Loan Agreement Fund are insufficient or unavailable therefor, amounts on deposit in the Series 2016 Project Fund may be applied to pay the Series 2016 Note when due, but only in the event that there shall have been filed with the Indenture Trustee (1) a Certificate of an Authorized City Representative in form and substance satisfactory to the Indenture Trustee stating (i) that the Net Revenues expected to be received thereafter together with such other specified amounts as are expected to be made available therefor by the City will be sufficient to pay in full all Outstanding Series 2016 Bonds when and as the same shall become due in accordance with their terms, and (ii) in reasonable detail, the basis for such certification, and (2) an Opinion of Counsel satisfactory to the Indenture Trustee that such payment will not result in a violation of any applicable existing law.

(d) At any time, the City may apply amounts in the Series 2016 Project Fund to the prepayment of the Series 2016 Note in accordance with its terms and the provisions of Section 9.2 hereof, but only to the extent that such amounts are not required to be retained therein for the purpose of meeting any existing obligations of the City as evidenced by the certificate of an Authorized City Representative.

(e) Upon full payment of the Existing Parity Debt, the monies remaining in the 2006 Debt Service Fund, the 2012 Debt Service Fund and the 2013 Debt Service Fund will be available to the City for any lawful purposes including making Basic Payments under this Loan Agreement. The 2006 Revenue Fund, the 2006 Operation and Maintenance Fund and the 2006 Contingent Fund shall be maintained and utilized for the System until full payment of the Series 2016 Bonds.

SECTION 5.3. 2006 Revenue Fund.

All System Revenues shall be set aside as collected by the City and shall be deposited into the 2006 Revenue Fund to be utilized for the purposes of accounting for the System Revenues. Monies in the 2006 Revenue Fund shall not be subject to lien or attachment by any creditor of the City, and shall be allocated and deposited by an Authorized City Representative to the extent available in the following order of preference in the following separate and special funds, without further direction of or action by the City:

(1) On the first day of each month, commencing in the first month after delivery of the Series 2016 Note and prior to making any withdrawal pursuant to subsection (2) hereof, the City shall withdraw from the 2006 Revenue Fund and deposit to the credit of the several Loan Agreement Funds the following amounts in the following order of priority:

FIRST, amounts shall be withdrawn from the 2006 Revenue Fund and deposited to the credit of the 2006 Operation and Maintenance Fund sufficient to pay Operating Expenses during such calendar month in accordance with the Annual Budget and in the event that the aggregate amounts deposited into such fund during the preceding months shall have been insufficient to pay all expenses, an amount sufficient to repay such deficiencies.

SECOND, (i) as long as the Parity Debt is outstanding, (a) a sum equal to one-sixth (1/6) of the next succeeding interest installments to become due on the 2006 Bonds and a sum equal to one-twelfth (1/12) of the principal amounts of the 2006 Bonds to become due on the next debt service dates for the 2006 Bonds all as set forth in the 2006 Loan Agreement shall be withdrawn and deposited to the credit of the 2006 Debt Service fund, (b) a sum equal to one-sixth (1/6) of the next succeeding interest installments to become due on the 2012 Bonds and a sum equal to one-twelfth (1/12) of the principal amounts of the 2012 Bonds to become due on the next debt service dates for the 2012 Bonds all as set forth in the 2012 Loan Agreement shall be withdrawn and deposited to the credit of the 2012 Debt Service fund, (c) a sum equal to one-sixth (1/6) of the next succeeding interest installments to become due on the 2013 Bonds and a sum equal to one-twelfth (1/12) of the principal amounts of the 2013 Bonds to become due on the next debt service dates for the 2013 Bonds all as set forth in the 2013 Loan Agreement shall be withdrawn and deposited to the credit of the 2013 Debt Service fund and (ii) an amount equal to one-sixth (1/6th) or such applicable fraction necessary to provide the interest due on the Outstanding Series 2016 Bonds on the next succeeding Interest Payment Date and one-twelfth (1/12th) or such applicable fraction necessary to provide the next installment of principal becoming due on the Series 2016 Bonds shall be withdrawn and deposited to the credit of the Series 2016 Debt Service Fund; provided however, that the obligation of the City to make any such deposit to the 2006 Debt Service Fund, the 2012 Debt Service Fund, the 2013 Debt Service Fund and the Series 2016 Debt Service Fund shall be reduced by the amount of any reduction under the 2006 Indenture, the 2012 Indenture, the 2013 Indenture and the Indenture, respectively, of the amount of any corresponding payment required to be made by the Bank thereunder; and provided that in the event the amount available shall not be sufficient to pay in full any particular installment of Parity Indebtedness, then to such payment ratably, according to the amounts due on such installments of Parity Indebtedness, to the persons entitled thereto, without any discrimination or privilege on the Parity Indebtedness.

THIRD, (i) there shall be withdrawn and deposited with the 2006 Indenture Trustee for deposit by the 2006 Indenture Trustee to the credit of the 2006 Debt Service Reserve Fund for the 2006 Bonds, the amount, if any, required to be paid into the 2006 Debt Service Reserve Fund in order to ensure that the amount on deposit therein equals the 2006 Debt Service Reserve Requirement as established by the 2006 Loan Agreement and the 2006 Indenture, (ii) there shall be withdrawn and deposited with the 2012 Indenture Trustee for deposit by the 2012 Indenture Trustee to the credit of the 2012 Debt Service Reserve Fund for the 2012 Bonds, the amount, if any, required to be paid into the 2012 Debt Service Reserve Fund in order to ensure that the amount on deposit therein equals the 2012 Debt Service Reserve Requirement as established by the 2012 Loan Agreement and the 2012 Indenture; (iii) there shall be withdrawn and deposited with the 2013 Indenture Trustee for deposit by the 2013 Indenture Trustee to the credit of the 2013 Debt Service Reserve Fund for the 2013 Bonds, the amount, if any, required to be paid into the 2013 Debt Service Reserve Fund in order to

ensure that the amount on deposit therein equals the 2013 Debt Service Reserve Requirement as established by the 2013 Loan Agreement and the 2013 Indenture; and (iv) there shall be withdrawn and deposited with the Indenture Trustee for deposit by the Indenture Trustee to the credit of the Debt Service Reserve Fund for the Series 2016 Bonds, the amount, if any, required to be paid into the Debt Service Reserve Fund in order to ensure that the amount on deposit therein equals the Debt Service Reserve Requirement as established by the provisions of the Loan Agreement and the Indenture.

FOURTH, any excess System Revenues, not otherwise required for any of the above Loan Agreement Funds shall be paid into the 2006 Contingent Fund and when necessary, transferred to the 2006 Operation and Maintenance Fund at the discretion of the City to cover any deficiency therein or for any expenditure as a result of an unforeseen circumstance and utilized by the City for Capital projects for the system as set forth in the City's budget for the System.

For purposes of calculating the amounts required to be withdrawn and deposited to the credit of the 2006 Debt Service Fund, the 2012 Debt Service Fund, the 2013 Debt Service Fund and the Series 2016 Debt Service Fund pursuant to the Second item above, the City shall take into account the earnings on the investment of such Loan Agreement Fund on the day before any Interest Payment Date for the 2006 Bonds, the 2012 Bonds, the 2013 Bonds and the Series 2016 Bonds, respectively which investment earnings shall be valued by the City, and the amount required to be withdrawn and deposited to the credit of the 2006 Debt Service Fund, the 2012 Debt Service Fund, the 2013 Debt Service Fund and the Series 2016 Debt Service Fund, respectively pursuant to the Second item above for the month next succeeding any such six-month period and said amount shall be reduced by the amount of such earnings.

(2) Any amount remaining in the 2006 Revenue Fund after making all payments and deposits required by subsection (1) hereof including any deficiency in payments required hereunder for prior months shall be paid to the 2006 Contingent Fund and used as provided in Section 5.6.

If directed by the Issuer, by the first day of each month, the City shall provide to the Indenture Trustee a Certificate executed by an Authorized City Representative stating (a) that the necessary deposits to the funds as required under this Section 5.3 for the preceding month have been made; (b) the amount of such deposit to each fund as required by this Section 5.3 for the preceding month; and (c) the current balance of each fund as of the end of the preceding month.

SECTION 5.4. Series 2016 Debt Service Fund.

Pursuant to the terms and conditions of this Loan Agreement, the City shall pay out of the Series 2016 Debt Service Fund to the Indenture Trustee (i) on the first day of each month for deposit in the General Account of the General Fund under the Indenture for any Outstanding Series 2016 Bonds the amounts transferred from the 2006 Revenue Fund to the Series 2016 Debt Service Fund on the first day of each month to provide sufficient funds required for the payment of the principal of and the interest due on the Outstanding Series 2016 Bonds five (5) days prior

to such Interest Payment Date; and the amounts required for the payment of the purchase or Redemption Price of plus accrued interest, the Outstanding Series 2016 Bonds being redeemed or purchased for retirement, and in each such case, such amounts shall be applied by the Indenture Trustee to such payments.

SECTION 5.5. 2006 Operation and Maintenance Fund.

In addition to amounts required to be deposited in the 2006 Operation and Maintenance Fund pursuant to Section 5.3(1) hereof, there may also be deposited in the 2006 Operation and Maintenance Fund, at the option of the City, any other moneys of the City, unless required to be otherwise applied as provided by this Loan Agreement. Moneys in the 2006 Operation and Maintenance Fund shall be applied by the City to the payment of Operating Expenses as they accrue in accordance with the Annual Budget. Any amount in such Loan Agreement Fund in excess of the amount required to make the aforesaid payments may be transferred and deposited to any other Loan Agreement Fund or Loan Agreement Funds pursuant to the priorities established in Section 5.3 hereof.

SECTION 5.6. 2006 Contingent Fund.

Funds in the 2006 Contingent Fund may be (i) transferred to the 2006 Operation and Maintenance Fund at the discretion of the City to cover any deficiency therein or for any expenditure as a result of an unforeseen circumstance; and (ii) utilized by the City for capital projects for the System as set forth in the City's budget for the System.

SECTION 5.7. Investment of Moneys Held by Any Fiduciary.

(a) Moneys in all Loan Agreement Funds shall be invested to the fullest extent possible in Investment Securities, provided that the maturity date or the date on which such Investment Securities may be redeemed at the option of the holder thereof shall coincide as nearly as practicable with (but in no event later than) the date or dates on which moneys in the Loan Agreement Funds for which the investments were made will be required for the purpose thereof.

(b) Amounts credited to a Loan Agreement Fund may be invested, together with amounts credited to one or more other Loan Agreement Funds in the same Investment Security or Investment Securities, provided that (i) each such investment complies in all respects with the provisions of subsection (a) hereof as they apply to each Loan Agreement Fund for which the joint investment is made and (ii) the Fiduciary or the City maintains separate records for each Loan Agreement Fund and such investments are accurately reflected therein.

(c) Any Fiduciary may make any investment permitted by this Section 5.7 through its own investment department.

(d) In computing the amount in any Loan Agreement Fund, obligations purchased as an investment of moneys therein shall be valued at par or, if purchased at other than par, at their Amortized Value, in either event inclusive of accrued interest.

(e) The income or interest earned by or increment to, all Loan Agreement Funds due to the investment thereof shall be retained, transferred or paid as follows:

(1) Earnings of the Series 2016 Project Fund shall be retained in the Series 2016 Project Fund and applied toward the purposes set forth in Section 5.2 hereof.

(2) Earnings of the 2006 Revenue Fund shall be applied as necessary to payments and allocations required by Section 5.3 in the order of priority set forth therein.

(3) Earnings of the Series 2016 Debt Service Fund shall be retained therein and applied toward the purposes set forth in Section 5.4.

(4) Earnings of the 2006 Operation and Maintenance Fund shall be retained therein and applied as necessary to reduce any subsequent payments and allocations required by Section 5.3 to the 2006 Operation and Maintenance Fund pursuant to the Annual Budget.

(5) Earnings on funds in the 2006 Contingent Fund shall be retained therein and applied as set forth in Section 5.6 herein.

(f) The City or any Fiduciary shall sell at the best price obtainable, or present for redemption, any obligation purchased by it as an investment whenever it shall be necessary in order to provide moneys to meet any payment or transfer from the Loan Agreement Fund for which such investment was made.

SECTION 5.8. Liability of Fiduciaries for Investments.

A Fiduciary shall not be liable or responsible for the making of any investment authorized by the provisions of this Article V in the manner provided in this Article V or for any loss resulting from any such investment so made, except for its own gross negligence or willful misconduct.

ARTICLE VI

PROJECT COVENANTS

SECTION 6.1. Affirmative Covenants of the City.

Until the termination date and thereafter until no amount is due or owing to the Issuer hereunder, the City shall comply with each of the covenants, undertakings and agreements set forth in this Article VI unless the Indenture Trustee and Issuer shall otherwise consent in writing, which consent may be withheld in their sole and absolute discretion.

SECTION 6.2. Construction Project and System Operation and Maintenance.

(a) The City shall at all times operate, or cause to be operated, the System properly and in accordance with all applicable state and federal regulations with good operating procedures applicable to all similar facilities and in a sound, efficient and economical manner so

as to ensure that capacity is available, and shall maintain, preserve, and keep the same or cause the same to be maintained, preserved, and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make, or cause to be made, all ordinary, necessary and proper repairs, replacements and renewals so that at all times the operation of the System may be properly and advantageously conducted, and, if any useful part of the System is damaged or destroyed, the City shall, as expeditiously as may be possible, commence and diligently prosecute the ordinary replacement or reconstruction of such part so as to restore the same to use.

(b) The City shall have the right to make, amend, and enforce reasonable rules and regulations necessary for the operations of the System which are not inconsistent with the terms, rights, and obligations under this Loan Agreement, the 2006 Loan Agreement, the 2012 Loan Agreement, the 2013 Loan Agreement or the Act.

(c) The City shall pay all taxes and assessments or other municipal or governmental charges, if any, lawfully levied or assessed upon or in respect of the Construction Project and the System, or upon any part thereof or upon any revenue therefrom, when the same shall become due, and shall duly observe and comply with all valid requirements of any municipal or governmental authority relative to any part of the Construction Project and the System, and shall not create or suffer to be created any lien or charge upon the Construction Project and the System or any part thereof, or upon the System Revenues therefrom, except the pledge and lien created by the 2006 Loan Agreement, the 2012 Loan Agreement and the 2013 Loan Agreement for the Existing Parity Debt, and this Loan Agreement for the payment of the Series 2016 Note. The City shall pay or cause to be paid, or will make adequate provisions to satisfy and discharge within sixty (60) days after the same shall accrue, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the Construction Project or any part thereof or on the Net Revenues. Nothing in this Section contained shall require the City to pay or cause to be discharged, or make provision for, any such lien or charge, so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings.

(d) The City shall employ a Consulting Engineer, whose duties shall be to make any certificates and perform any other acts required or permitted of the Consulting Engineer as may be required by the City or as otherwise provided under this Loan Agreement and to supervise the construction of the Construction Project. If requested by the Bank or Indenture Trustee, copies of the reports of the Consulting Engineer and of the advice, recommendations and estimates made as hereinabove provided shall be filed by the City with the Indenture Trustee.

(e) The City shall at all times maintain with responsible insurers all such insurance as is customarily maintained with respect to water and sewer system facilities of like character against loss of or damage to the Construction Project and System and against loss of System Revenues and against public and other liability to the extent reasonably necessary to protect the interests of the City and the Bondholders. If any useful part of the Construction Project or System shall be damaged or destroyed, the City shall, as expeditiously as may be possible, commence and diligently prosecute the repair or replacement of the damaged property so as to restore the same to use. The proceeds of any such insurance shall be payable to the City and (except for proceeds of use and occupancy insurance) shall be applied to the necessary costs

involved in such repair and replacement and, to the extent not so applied, shall (together with proceeds of any such use and occupancy insurance) be deposited in the Redemption Account of the General Fund held by the Indenture Trustee and applied as a prepayment of the Series 2016 Note pursuant to the Loan Agreement. In the event that the costs of such repair and replacement of the damaged property exceed the proceeds of such insurance available for payment of the same, moneys in the 2006 Contingent Fund shall be used to the extent necessary for such purposes.

The City shall pay all expenses of the operation and maintenance of the System, including, but without limitation, adequate insurance thereon and insurance against all liability for injury to persons or property arising from the operation thereof, and all taxes and special assessments levied upon or with respect to the System and the Construction Project and payable during the Term of this Loan Agreement.

SECTION 6.3. Transfer of City's Interest in the Construction Project and/or the System.

The City shall not:

(1) directly or indirectly sell, assign, transfer, convey, lease or dispose of the Construction Project and/or the System, or any part thereof or any interest or estate therein, whether legal, equitable, beneficial or possessory including, but not limited to, (i) any conveyance into trust or (ii) any conveyance, sale or assignment of the beneficial interest in any trust holding title to the Construction Project and/or the System; or

(2) subject or permit the Construction Project and/or the System or any portion thereof or interest therein (whether legal, equitable, beneficial or otherwise) or estate in any thereof (including the right to receive the revenues therefrom) directly or indirectly, to any mortgage, deed of trust, lien, claim, security interest, encumbrance or right.

SECTION 6.4. Covenants in Bond Documents.

The City shall keep and perform all covenants and agreements set forth in the Indenture and each and every other Bond Document, which covenants are incorporated herein by reference as if fully set forth herein.

SECTION 6.5. Conduct of Governmental Operations.

The City shall maintain its existence as a political subdivision organized and validly existing under the Constitution and laws of the State of Mississippi. The City shall maintain in full force and effect all licenses, bonds, leases, contracts and other rights necessary to the operation of the System, and will comply and cause the Construction Project and the System to comply with all applicable laws and regulations of any federal, state or local governmental authority, except for such laws and regulations, the violation of which would not, in the aggregate, have a material adverse effect on the City's or System's financial condition or the results of the operations of the System.

SECTION 6.6. Payment of Indebtedness.

The City shall pay any indebtedness for which it is liable when due and shall not permit any default to occur under any document evidencing or securing any such indebtedness.

SECTION 6.7. Performance of Obligations.

The City shall observe and perform its obligations under this Loan Agreement, the Series 2016 Note, the other Bond Documents and the other agreements relating to the transaction contemplated hereby to which it is a party or by which it is bound and shall not suffer or permit any default or Event of Default to exist hereunder or thereunder. The City shall use its good faith efforts to cause the other parties to the other Bond Documents to deliver notices and documents required to be delivered to the Issuer and cause such parties to observe and perform those obligations and covenants contained in the Bond Documents required to be observed and performed thereunder.

SECTION 6.8. Environmental Indemnity.

Without limitation on any other provision hereof or in the other Bond Documents, the City hereby agrees to indemnify and hold the Indenture Trustee and the Issuer harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any kind whatsoever (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any of the following (collectively, "Environmental Laws"): the Comprehensive Environmental Response, Compensation, and Liability Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, now or hereafter in force, regulating, relating to, or imposing liability or standards of conduct concerning any hazardous material claim, incurred, suffered by or asserted against the Issuer and/or the Indenture Trustee as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of, the City: (i) the presence of any hazardous material on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release of any hazardous material at (A) the Construction Project and/or the System, or any part of either of them, (B) any other real property in which the City holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust, the beneficial interest in which is owned, in whole or in part, by the City), or (C) an off-site location if the liability or obligation relates to the prior generation or use of hazardous material at the System, or (ii) any liens against the Construction Project and/or the System, or any part of either of them, permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligations of the City under any Environmental Laws, or (iii) any actual or asserted liability or obligations of the Issuer under any Environmental Law relating to the System or the City's, or any predecessors' possession, use or activities at or relating to the System. Notwithstanding any other provision of this Loan Agreement, the covenants, indemnities and obligations provided for in this subparagraph shall be continuing and shall survive the payment, performance, satisfaction, discharge, cancellation, termination and release of the other obligations of the City under this Loan Agreement.

Without limitation on any other provision hereof, the City shall use and maintain the Construction Project and the System or cause the Construction Project and the System to be used and maintained in accordance and compliance with all applicable Environmental Laws.

SECTION 6.9. Annual Budget.

The City shall, if requested, not less than sixty (60) days before the beginning of any Fiscal Year, prepare and file with the Indenture Trustee its Annual Budget showing estimated Operating Expenses, debt service and System Revenues for the System for such Fiscal Year. The City shall prepare such Annual Budget for the System on the basis of monthly requirements so that it will be possible to determine from such budget the estimated Operating Expenses for each month of the Fiscal Year. Such Annual Budget may set forth such additional material as the City may determine and may be amended during the Fiscal Year if determined necessary by the City or as a result of unforeseen circumstances.

SECTION 6.10. Limitations on Operating Expenses.

The City shall not incur Operating Expenses in any year in excess of the reasonable and necessary amount thereof and shall not expend any amount or incur any indebtedness for maintenance, repair and operation in excess of the amounts provided for Operating Expenses in the Annual Budget, if any, then in effect. Nothing in this Section contained shall limit the amount which the City may expend for Operating Expenses in any Fiscal Year, provided any amounts expended therefor in excess of the Annual Budget shall be received from the Contingent Fund or some other source other than System Revenues.

SECTION 6.11. Rates and Charges.

(a) The City shall with respect to all direct or indirect connection with, and all use and services of, the System and the Construction Project, make, impose, charge and collect service rates, charges and other fees in accordance with Section 21-27-23, Mississippi Code of 1972, as amended and in accordance with those rate covenants in the 2006 Loan Agreement, the 2012 Loan Agreement, the 2013 Loan Agreement and this Loan Agreement until payment in full of the Existing Parity Debt and the Series 2016 Note, respectively, and discharge of the obligations of the City under the 2006 Loan Agreement, the 2012 Loan Agreement, the 2013 Loan Agreement and this Loan Agreement.

(b) Except as provided in subsection (c) below, the schedule of rates, charges and fees for services furnished by the System and the Construction Project will not be revised so as to result in a decrease of System Revenues.

(c) The schedule of rates, charges and fees referred to in subsection (b) of this Section will not be reduced unless:

(1) the amount then on deposit in the Debt Service Reserve Fund shall not be less than an amount equal to the Debt Service Reserve Requirement required to be on deposit therein pursuant to the Indenture; and

(2) the Net Revenues for the preceding Fiscal Year shall be certified by an Independent Accountant to have been not less than one hundred five percent (105%) of the Debt Service Payments on all Parity Indebtedness, and payments, if any, required to be made to the credit of the Debt Service Reserve Fund for the Parity Indebtedness.

(d) No later than sixty (60) days after the end of each Fiscal Year, the rates, charges and fees established for the System and the Construction Project will be reviewed by the City and will be adjusted whenever necessary or proper so that the Net Revenues in each Fiscal Year will not be less than one hundred five percent (105%) of the aggregate of all debt service payments on the Parity Debt and the Debt Service Payments on the Series 2016 Note and the payments, if any, required to be made to the credit of the 2006 Debt Service Fund for the 2006 Bonds, the 2012 Debt Service Fund for the 2012 Bonds, the 2013 Debt Service Fund for the 2013 Bonds and the Debt Service Reserve Fund for the Series 2016 Bonds and all other required fund allocations and other payments provided for in the 2006 Loan Agreement, the 2012 Loan Agreement, the 2013 Loan Agreement and this Loan Agreement and the Parity Debt and the Series 2016 Note; provided, however, the City may make rate increases at any time during the Fiscal Year if such increases in rates are necessary to pay debt service.

(e) If requested by the Bank or Indenture Trustee, copies of every schedule of charges, rates and fees and revisions thereof, prescribed or adopted by the City shall be promptly filed with the Indenture Trustee.

SECTION 6.12. Accounts and Periodical Reports and Certificates.

(a) The City shall keep or cause to be kept proper records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the System and the Construction Project or under this Loan Agreement and which, together with all other records of the City including insurance policies, shall at all reasonable times be subject to the inspection of the Indenture Trustee, the Bank or the Holder or Holders of not less than five percent (5%) in principal amount of the Series 2016 Bonds then Outstanding or their attorneys duly authorized in writing.

(b) The City shall annually, if requested, within one hundred and twenty (120) days after the close of each Fiscal Year, file with the Bank and the Indenture Trustee an Annual Report for said Fiscal Year, accompanied by an Independent Accountant's Certificate as to the examination of the financial statements therein (describing such statements as fairly presenting the information set forth therein in conformity with generally accepted accounting principles and the provisions of this Loan Agreement), relating to the System and the Construction Project and including statements in reasonable detail of: (i) the financial condition as of the end of such Fiscal Year and income and expenses for such Fiscal Year, (ii) the number of users of the System and the Construction Project for such Fiscal Year and of the service charges, annual charges and other revenues collected in such Fiscal Year, (iii) Operating Expenses and the rates or service charges for such Fiscal Year and (iv) with respect to each Loan Agreement Fund created by or set forth in this Loan Agreement and held by the City, the receipts therein and disbursements therefrom during such Fiscal Year and the amounts held therein at the end of such Fiscal Year.

SECTION 6.13. Sale or Encumbrance.

No part of the Construction Project or the System shall hereafter be sold, leased, mortgaged, pledged, encumbered or otherwise disposed of, except that the City may sell, exchange or lease at any time and from time to time any property or facilities constituting part of the Construction Project or the System and not useful or necessary in the construction, reconstruction or operation thereof or the costs of which have been paid from sources other than the proceeds of the Series 2016 Note, but any proceeds of any such sale or exchange received and not used to replace the property so sold or exchanged shall be deposited and treated in all respects as System Revenues, and any proceeds of any such lease received shall be deposited as System Revenues. However, the City shall have the right to enter into equipment leases which relate to the Construction Project or the System whereby the equipment under each such individual lease is the sole collateral pledged to repay the lease.

SECTION 6.14. Indebtedness and Liens.

Except as set forth in Section 6.16 herein, the City shall not issue any bonds, notes or other evidences of indebtedness, other than the Series 2016 Note and the Parity Debt secured by a pledge of or other lien or charge on the Net Revenues and shall not create or cause to be created any liens or charge on such Net Revenues or on any amounts held by any Fiduciary under this Loan Agreement; but this Section shall not prevent the City from issuing notes payable from the proceeds of bonds or notes or other obligations of the City for the purposes of the City payable out of, or secured by a pledge of, Net Revenues to be derived on and after such date as the pledge of the Net Revenues provided herein and the Series 2016 Note shall be discharged and satisfied as provided in Section 9.2, or from issuing bonds or notes or other obligations for the purposes of the City which are payable out of or secured by the pledge of amounts available therefor pursuant to Section 5.3(c) and which recite on their face that such pledge of said amount is and shall be in all respects subordinate to the provisions of this Loan Agreement and the Series 2016 Note and the lien and pledge, if any, created by this Loan Agreement and the Series 2016 Note.

SECTION 6.15. Competitive Facilities.

The City shall not hereafter construct, acquire or operate, or permit, or, to the extent permitted by law, consent to the construction, acquisition or operation of, any plants, structures, facilities or properties which may compete or tend to compete with the System or the Construction Project; except that nothing in this Loan Agreement contained shall prevent the City from giving its permission or consent to the construction, acquisition or preparation in the area serviced by the System or the Construction Project by a Person of facilities for the provision of utility services which the City shall determine are not economically feasible for it to construct or acquire at such time, but which, if constructed or acquired by the City, would carry out the purposes of the City and the Construction Project and such facilities pursuant to the terms of such permission or consent will become a part of the Construction Project upon notice to such person by the City, either (i) without any cost to or payment by the City, or (ii) upon payment of such amount or cost as the City shall determine to be proper in the circumstances.

SECTION 6.16. Issuance of Parity Indebtedness or Subordinate Indebtedness.

(a) The City shall not issue additional Parity Indebtedness unless:

(1) prior to such issuance, for any additional Parity Indebtedness, the accounts in the Debt Service Reserve Fund contained in the Indenture shall contain the amounts then required to be on deposit therein;

(2) no default or Event of Default shall have occurred and be continuing under this Loan Agreement, the Series 2016 Note or under the Indenture; and

(3) the Net Revenues available for debt service payments for a period of twelve (12) consecutive months of the eighteen (18) months preceding the month in which such additional Parity Indebtedness is issued are certified by an Independent Accountant to have been at least equal to one hundred five percent (105%) of the highest annual Debt Service Payments in any succeeding Note Year on the Series 2016 Note and any Parity Indebtedness (including the Parity Indebtedness proposed to be issued); or in lieu of the foregoing formula, if a new schedule of rates, fees and charges for services, facilities and commodities of the System shall have been adopted and an Independent Accountant shall certify that had such new rate schedule been in effect during the applicable period, the Net Revenues available for debt service payments would have at least equaled one hundred five percent (105%) of the highest annual debt service payment on the Parity Note in any succeeding Parity Note Year and the debt service payments in any succeeding Note Year on the Series 2016 Note and any other Parity Indebtedness (including the Parity Indebtedness proposed to be issued).

(b) The City also reserves the right to issue indebtedness secured by liens and pledges of revenues and proceeds subject and subordinate to the lien securing Parity Indebtedness.

SECTION 6.17. Enforcement of Collections.

(a) The City will diligently enforce and collect all fees, rentals or other charges for the services and facilities of the System, and take all steps, actions and proceedings for the enforcement and collection of such fees, rentals or other charges which shall become delinquent to the full extent permitted or authorized by the laws of the State.

(b) The City will, to the full extent permitted by law, under reasonable rules and regulations, shut off and discontinue the supplying of the services and facilities of the System for the non-payment of fees, rentals or other charges for said services, and will not restore said services until all delinquent charges, together with interest and reasonable penalties, have been paid in full.

ARTICLE VII

DAMAGE, DESTRUCTION AND CONDEMNATION

SECTION 7.1. Damage and Destruction.

If there are any Outstanding Series 2016 Bonds when the Construction Project and/or the System is damaged or destroyed by fire or other casualty, the City shall restore the Construction Project and/or the System to the condition which existed immediately prior to the casualty, damage or destruction or exercise its right to prepay as set forth in Section 9.2.

ARTICLE VIII

CITY'S COVENANTS

SECTION 8.1. Covenants for the Benefit of the Indenture Trustee and the Bondholders.

The City recognizes the authority of the Issuer to assign its interest in and pledge monies receivable under this Loan Agreement (other than certain payments required to be made to the Issuer under Sections 4.4, 6.8, 8.4, 10.5, 12.8 and 12.11) to the Indenture Trustee as security for the payment of the principal of and interest and redemption premiums, if any, on the Series 2016 Bonds, and the payment of all fees and expenses of the Indenture Trustee; and hereby agrees to be bound by, and joins with the Issuer in the grant of a security interest to the Indenture Trustee in any rights and interest the City may have in sums held in the Funds described in Article VI pursuant to the terms and conditions of the Indenture, all as to secure payment of the Series 2016 Bonds. Each of the terms and provisions of this Loan Agreement is a covenant for the use and benefit of the Indenture Trustee and the Holders of the Series 2016 Bonds, so long as any thereof shall remain Outstanding; but upon payment in full of the Series 2016 Bonds in accordance with Article IX of the Indenture and of all fees and charges of the Indenture Trustee and paying agent, all references in this Loan Agreement to the Series 2016 Bonds, the Holders thereof and the Indenture Trustee shall be ineffective, and neither the Indenture Trustee nor the Holders of any of the Series 2016 Bonds shall thereafter have any rights hereunder, save and except those that shall have theretofore vested or that arise from provisions hereunder which survive termination of this Loan Agreement.

SECTION 8.2. Inspection and Access.

The City agrees that the Issuer, the Indenture Trustee, and their duly authorized agents shall have the right at all reasonable times to examine and inspect the Construction Project and the System and all books and records of the City related thereto and for that purpose to enter upon the Construction Project and the System after notice, and shall also have such right of access thereto as may be reasonably necessary to cause the Construction Project and the System to be properly maintained in accordance with Article VI.

SECTION 8.3. Certificate of Compliance and Other Reports.

The City will at the request of the Indenture Trustee, and at the City's expense, furnish to the Indenture Trustee and Issuer at such times and in such form as the Indenture Trustee may reasonably require a copy of reports containing such information as is necessary to comply with any lawful reporting or continuing registration requirements imposed by any agency of the State of Mississippi under the Act, the Mississippi Blue Sky Laws or any other applicable state law as it now exists or may hereafter be amended or any agency of any other state in which the Series 2016 Bonds have been sold, or such information as necessary to comply with federal securities law.

SECTION 8.4. Indemnification.

The City will, to the fullest extent permitted by law, protect, indemnify and save the Issuer and Indenture Trustee and their elected and appointed officials, board members, officers, agents, and employees and any person who controls the Issuer or Indenture Trustee within the meaning of the Securities Act of 1933, harmless from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Issuer), taxes, causes of action, suits, claims, demands and judgments of any nature arising from:

(1) any injury to or death of any person or damage to property in or upon the Construction Project or the System or growing out of or connected with the use, non-use, condition or occupancy of the Construction Project, the System or any part thereof, including any and all acts or operations relating to the acquisition or installation of property or improvements. The foregoing indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the City, customers, suppliers or affiliated organizations under any Workers' Compensation Acts, Disability Benefit Acts or other employee benefit acts;

(2) violation of any agreement, provision or condition of this Loan Agreement, the Series 2016 Bonds or the Indenture except a violation by the Issuer or the Trustee;

(3) violation by the City of any contract, agreement or restriction relating to the Construction Project or the System which shall have existed at the commencement of the Term of this Loan Agreement or shall have been approved by the City;

(4) violation by the City of any law, ordinance, court order or regulation affecting the Construction Project, the System or any part thereof or the ownership, occupancy or use thereof; and

(5) any untrue statement or alleged untrue statement of a material fact contained in any offering material relating to the sale or remarketing of the Series 2016 Bonds (as from time to time amended or supplemented) or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, or failure to properly register or otherwise qualify the sale of the Series 2016 Bonds or failure to

comply with any licensing or other law or regulation which would affect the manner whereby or to whom the Series 2016 Bonds could be sold.

Promptly after receipt by the Issuer or any such other indemnified person, as the case may be, of notice of the commencement of any action with respect to which indemnity may be sought against the City under this Section, such person will notify the City in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the City shall assume the defense of such action (including the employment of counsel, who shall be counsel reasonably satisfactory to the Issuer, or such other person as the case may be, and the payment of expenses). Insofar as such action shall relate to any alleged liability with respect to which indemnity may be sought against the City, the Issuer or any such other indemnified person shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of the City unless the employment of such Counsel has been specifically authorized by the City. The City shall not be liable to indemnify any person for any settlement of any such action effected without its consent.

The provisions of this Section 8.4 shall survive the payment and discharge of the Series 2016 Bonds.

SECTION 8.5. Reserved.

ARTICLE IX

CITY'S OPTIONS

SECTION 9.1. Assignment and Transfer.

The City shall not transfer, convey or assign any interest in the Construction Project, except in accordance with Section 6.3 hereof.

SECTION 9.2. Prepayment of the Series 2016 Note and Termination of the Loan Agreement.

(a) Unless an Event of Default has occurred and is continuing, the City shall have the option to direct the Indenture Trustee to call for redemption prior to maturity the Outstanding Series 2016 Bonds, in whole or in part, as provided in Section 4.01(a) of the Indenture. The Series 2016 Bonds to be redeemed shall be redeemed at a price equal to their principal amount plus accrued interest as set forth in Section 4.01(a) of the Indenture upon not less than thirty (30) but not more than forty-five (45) days prior written notice. The Series 2016 Bonds are also subject to redemption from funds transferred from the Loan Account to the Redemption Account under the Indenture, funds transferred from the Series 2016 Project Fund to the Redemption Account upon completion of the Construction Project and payment of all costs of the Construction Project or from proceeds received upon the sale or prepayment prior to the stated maturity of the Series 2016 Note upon a default under the Series 2016 Note, and acceleration thereof, pursuant to Section 4.01(b) of the Indenture. In the event the Series 2016 Bonds are

called for redemption in whole or in part under the Indenture, a Basic Payment shall be made by the City in the amount of principal plus accrued interest and all other fees due hereunder and under the Indenture to effectuate said redemption; however, any Basic Payment for a prepayment of the Series 2016 Notes under this Loan Agreement will be subject to the lien on System Revenues of the Parity Debt until payment in full of the Parity Debt.

(b) If, after the City exercises its option to redeem all Series 2016 Bonds, no Series 2016 Bonds remain Outstanding, the Indenture is discharged, and the City has satisfied all of its obligations hereunder and under the Series 2016 Note, the Indenture Trustee and the Issuer shall execute and deliver to the City such instruments as the City reasonably determines are necessary to terminate this Loan Agreement. All further obligations of the City hereunder, except as set forth in Sections 8.4 and 12.10, shall thereupon terminate.

(c) The City shall pay to the Indenture Trustee at least five (5) days prior to the Discharge Date, an amount equal to the Indenture Trustee's and paying agent's fees and expenses under the Indenture, accrued and to accrue until final payment and redemption of the Series 2016 Bonds and all other advances, fees, costs and expenses reasonably incurred and to be incurred on or before the termination date by the Indenture Trustee and paying agent under the Indenture and by the Issuer under this Loan Agreement.

(d) On the termination date, a closing shall be held at the principal office of the Indenture Trustee, or any other office mutually agreed upon.

Upon termination of this Loan Agreement as provided for in this Section 9.2, the Issuer will cause the Indenture Trustee to deliver a release of the Indenture and the estate created by this Loan Agreement and the Series 2016 Note, and all further obligations of the City hereunder, except under Sections 6.8, 8.4, 10.5, 12.8 and 12.11, shall thereupon terminate, provided, however, that the City shall also remain obligated to pay or reimburse the Issuer and Indenture Trustee for the payment of all other fees, costs and expenses unaccounted for in the sum paid in accordance with subsection (c) above and reasonably incurred before or subsequent to such closing in connection with the Series 2016 Bonds.

SECTION 9.3. Direction of Investments.

Except during the continuance of an Event of Default, the City shall have the right during the Term of this Loan Agreement to direct the Indenture Trustee to invest or reinvest all monies held for the credit of the Funds established by Article VI of the Indenture and Article V of this Loan Agreement in such securities as are authorized by law for such funds, subject, however, to the further conditions of Article VIII of the Indenture.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

SECTION 10.1. Events of Default.

Any one or more of the following events is an Event of Default under this Loan Agreement, and the term "Event of Default," wherever used herein, means any one of the

following events, whatever the reason for such default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body:

(1) if the City shall fail to pay any Basic Payments due under this Loan Agreement;

(2) if there is a declaration or proceeding in bankruptcy regarding the City;

(3) if the City shall fail to pay any Additional Charges on or before the date that the payment is due and shall continue to be in arrears for five (5) days after the due date thereof;

(4) if the City shall fail to observe and perform or shall breach any other covenant, condition or agreement on its part under this Loan Agreement for a period of fifteen (15) days after mailing of a notice to it by the Issuer or the Indenture Trustee, specifying such default or breach and requesting that it be remedied; and provided that if the failure stated in the notice cannot be corrected within fifteen (15) days, the Issuer and Indenture Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the City within said fifteen (15) days and is diligently pursued, for an additional thirty (30) days;

(5) if the City shall be dissolved;

(6) if any representation or warranty made by the City herein, or by an officer or representative of the City in any document or certificate furnished the Indenture Trustee or the Issuer in connection herewith or therewith or pursuant hereto or thereto, shall prove at any time to be, in any material respect, incorrect or misleading as of the date made; and/or

(7) the occurrence of an event of default under any other Bond Document which is not cured within the time period provided therefor, if any.

SECTION 10.2. Remedies.

(a) Whenever any Event of Default specified in Section 10.1(1) shall have happened and be continuing, the Indenture Trustee shall, declare all the Basic Payments payable for the remainder of the Term of this Loan Agreement (an amount equal to that necessary to pay in full the Series 2016 Note and the interest thereon assuming acceleration of the Series 2016 Bonds under the Indenture and to pay all other indebtedness thereunder) to be immediately due and payable whereupon the same shall become immediately due and payable by the City to the Indenture Trustee, but only if the acceleration of payment of Series 2016 Bonds has been declared by the Indenture Trustee under Section 10.02 of the Indenture.

(b) Whenever any Event of Default shall have occurred and be continuing any one or more of the following remedial steps may also be taken to the extent permitted by law:

(1) the Indenture Trustee or the Issuer may take whatever action at law or in equity may appear necessary or appropriate to collect all sums then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement, covenant, representation or warranty of the City, under this Loan Agreement, the Series 2016 Note or any related instrument; or to otherwise compensate the Issuer, Indenture Trustee or Bondholders for any damages on account of such Event of Default; and

(2) the Issuer with prior notice to the Indenture Trustee (without the prior written consent of the Indenture Trustee if the Indenture Trustee is not enforcing the Issuer's right in a manner to protect the Issuer or is otherwise taking action that brings adverse consequences to the Issuer) may take whatever action at law or in equity may appear necessary or appropriate to enforce its rights of indemnification under Section 8.4 hereof and to collect all sums then due and thereafter to become due to the Issuer under Sections 4.4, 6.8, 8.4, 10.5, 12.8 and 12.11 of this Loan Agreement. Notwithstanding the foregoing, the Issuer is not precluded from exercising any of its rights reserved to it as set forth in this Section, even if the Indenture Trustee is exercising the rights of the Issuer hereunder.

SECTION 10.3. Disposition of Funds.

Any amounts collected pursuant to action taken under Section 10.2 (other than sums collected for the Issuer on account of its rights to indemnification and certain direct payments to be made to the Issuer under Sections 4.4, 8.4 and 10.5 hereof) shall be applied in accordance with the provisions of the Indenture.

SECTION 10.4. Nonexclusive Remedies.

No remedy herein conferred upon or reserved to the Issuer or Indenture Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Indenture Trustee 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 herein expressly required or be required by law.

SECTION 10.5. Attorneys' Fees and Expenses.

If an Event of Default shall exist under this Loan Agreement and the Issuer or the Indenture Trustee should employ attorneys or incur other expenses for the collection of any amounts due hereunder, or the enforcement of performance of any obligation or agreement on the part of the City, the City will upon demand pay to the Issuer or the Indenture Trustee the reasonable fees of such attorneys and such other expenses so incurred.

SECTION 10.6. Effect of Waiver.

In the event any agreement contained in this Loan Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

SECTION 10.7. Waiver of Stay or Extension.

The City covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any appraisement, valuation, stay, or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Loan Agreement; and the City (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Issuer or the Indenture Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

SECTION 10.8. Issuer May File Proofs of Claim.

In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the City, the System or the Construction Project, the Indenture Trustee or the Issuer with the prior consent of the Indenture Trustee shall be entitled and empowered, by intervention in such proceeding or otherwise,

(1) to file and prove a claim and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Issuer and the Indenture Trustee (for themselves and on behalf of Bondholders) (including any claim for the reasonable compensation, expenses, disbursements and advances of the Issuer and Indenture Trustee, their agents and counsel) allowed in such judicial proceeding, and

(2) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same.

SECTION 10.9. Restoration of Positions.

If the Issuer or the Indenture Trustee have instituted any proceeding to enforce any right or remedy under this Loan Agreement or the Series 2016 Note, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Issuer or the Indenture Trustee, then and in every such case the City and the Issuer shall, subject to any determination in the proceeding, be restored to the positions they held prior to commencement of such proceedings, and thereafter all rights and remedies of the Issuer shall continue as though no such proceeding had been instituted.

SECTION 10.10. Suits to Protect the Construction Project.

If the City shall fail to do so after thirty (30) days prior written notice from the Issuer or the Indenture Trustee, the Issuer shall have power to institute and to maintain such proceedings

as it may deem expedient to prevent any impairment of the Construction Project or any portion thereof, by any acts which may be unlawful or in violation of this Loan Agreement, and such suits and proceedings as the Issuer may deem expedient to protect its interests in the Construction Project or any portion thereof, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of, or compliance with, such enactment, rule or order would impair or adversely affect the Construction Project or be prejudicial to the interests of the Bondholders.

SECTION 10.11. Performance by Third Parties.

The Issuer may permit third parties to perform any and all acts or take such action as may be necessary for and on behalf of the City to cure any Event of Default hereunder. The acceptance by the Issuer or the Indenture Trustee of any such performance by third parties shall not in any way diminish or absolve the City of primary liability hereunder.

SECTION 10.12. Exercise of the Issuer's Remedies by Indenture Trustee.

Whenever any Event of Default shall have happened and be subsisting the Indenture Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the Issuer under this Article X.

ARTICLE XI

RESERVED

ARTICLE XII

GENERAL

SECTION 12.1. Amounts Remaining in Funds and Loan Agreement Funds.

Except during the continuance of an Event of Default, any amounts remaining in the Funds created under Article VI of the Indenture and held by the Indenture Trustee, upon expiration or earlier termination of this Loan Agreement, as provided herein, and after adequate provision has been made for payment in full of the Series 2016 Bonds, in accordance with Article IX of the Indenture, any Additional Charges payable to the Indenture Trustee and the Issuer, including paying agent's fees and expenses, and all other amounts required to be paid under this Loan Agreement, the Indenture and the other Bond Documents, shall forthwith be paid to the City by the Indenture Trustee except as provided in Section 3.08 of the Indenture.

SECTION 12.2. Notices.

All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given five (5) days following mailing when mailed by registered or certified mail or commercially expedited delivery service, with proper address as indicated below. The Issuer, the City and the Indenture Trustee may, by written notice given by each of them to the others, designate any address or addresses to which notices, certificates or

other communications to them shall be sent when required as contemplated by this Loan Agreement. Until otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

To the Issuer:	Mississippi Development Bank 735 Riverside Drive, Suite 300 Jackson, MS 39202 Attention: Executive Director
To the City:	Mayor or City Clerk City Hall, 200 Forrest Street Hattiesburg, MS 39403
To the Indenture Trustee:	_____ Bank _____ _____, MS _____ Attention: Trust and Financial Services Group

SECTION 12.3. Binding Effect.

This Loan Agreement shall inure to the benefit of and shall be binding upon the Issuer and the City and their respective successors and assigns.

SECTION 12.4. Severability.

In the event any provisions of this Loan 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 12.5. Amendments, Changes, and Modifications.

Subsequent to the issuance of the Series 2016 Bonds and before the lien of the Indenture is satisfied and discharged in accordance with its terms, this Loan Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Indenture Trustee, the City and the Issuer.

SECTION 12.6. Execution Counterparts.

This Loan 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 12.7. Required Approvals.

Consents and approvals required by this Loan Agreement to be obtained from the City, the Issuer or the Indenture Trustee shall be in writing.

SECTION 12.8. Limitations on Issuer Liability.

It is understood and agreed by the City and the Holders that no covenant, provision or agreement of the Issuer herein or in the Series 2016 Bonds or in any other document executed by the Issuer in connection with the issuance, sale and delivery of the Series 2016 Bonds, or any obligation herein or therein imposed upon the Issuer or breach thereof, shall give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers or shall obligate the Issuer financially in any way except with respect to this Loan Agreement and the Series 2016 Note and the application of revenues therefrom and the proceeds of the Series 2016 Bonds. No failure of the Issuer to comply with any term, condition, covenant or agreement herein or therein shall subject the Issuer to liability for any claim for damages, costs or other financial or pecuniary charges except to the extent that the same can be paid or recovered from this Loan Agreement and the Series 2016 Note or revenues therefrom or proceeds of the Series 2016 Bonds. No execution on any claim, demand, cause of action or judgment shall be levied upon or collected from the general credit, general funds or taxing powers of the Issuer. In making the agreements, provisions and covenants set forth herein, the Issuer has not obligated itself except with respect to this Loan Agreement and the application of revenues hereunder as hereinabove provided. The Series 2016 Bonds constitute special obligations of the Issuer, payable solely from the Net Revenues of the System pledged to the payment thereof pursuant to this Loan Agreement and the Indenture, and do not now and shall never constitute an indebtedness or a loan of the credit of the Issuer, the State of Mississippi or any political subdivision thereof or a charge against general taxing powers within the meaning of any constitutional or statutory provision whatsoever. It is further understood and agreed by the City and the Holders that the Issuer shall incur no pecuniary liability hereunder and shall not be liable for any expenses related hereto. If, notwithstanding the provisions of this Section, the Issuer incurs any expense, or suffers any losses, claims or damages or incurs any liabilities, the City will indemnify and hold harmless the Issuer from the same and will reimburse the Issuer for any legal or other expenses incurred by the Issuer in relation thereto, and this covenant to indemnify, hold harmless and reimburse the Issuer shall survive delivery of and payment for the Series 2016 Bonds. All references to the Issuer under this Section 12.8 shall include its employees, directors, attorneys and/or agents as applicable.

SECTION 12.9. Representations of City.

All representations made in this Loan Agreement by the City are based on the City's independent investigation of the facts and law, and accordingly no such representations are made in reliance upon any representations made or legal advice given by the Issuer, its Bond Counsel, Original Purchaser's Counsel, or any of its appointed or elected officials, agents, officers or employees.

SECTION 12.10. Survivorship of Obligations.

All obligations of the City under Sections 4.4 6.8, 8.4, 12.8 and 12.11 shall survive payment of the Series 2016 Bonds or earlier termination of this Loan Agreement.

SECTION 12.11. Administrative Fees, Attorneys' Fees and Costs.

The City shall reimburse the Issuer, upon demand, for all costs and expenses, including without limitation attorneys' fees, paid or incurred by the Issuer in connection with (i) the discussion, negotiation, preparation, approval, execution and delivery of the Series 2016 Bonds, the Indenture, this Loan Agreement, the Series 2016 Note, and the documents and instruments related hereto or thereto; (ii) any amendments or modifications to any of the foregoing documents, instruments or agreements and the discussion, negotiation, preparation, approval, execution and delivery of any and all documents necessary or desirable to effect such amendments or modifications; (iii) the servicing and administration of the Loan during the term hereof or thereafter; and (iv) the enforcement by the Issuer during the term hereof or thereafter of any of the rights or remedies of the Issuer hereunder or under the foregoing documents, or any document, instrument or agreement related hereto or thereto, including, without limitation, costs and expenses of collection in the Event of Default, whether or not suit is filed with respect thereto.

SECTION 12.12. Release.

The City hereby acknowledges and agrees that the Issuer shall not be liable to the City, and hereby releases and discharges the Issuer from any liability, for any and all losses, costs, expenses (including attorneys' fees), damages, judgments, claims and causes of action, paid, incurred or sustained by the City as a result of or relating to any action, or failure or refusal to act, on the part of the Issuer, Indenture Trustee or any other party with respect to the Series 2016 Bonds, the Indenture, this Loan Agreement, the Series 2016 Note or the documents and transactions related hereto or thereto or contemplated hereby or thereby, including, without limitation, the exercise by the Indenture Trustee or any third party of any of its rights or remedies pursuant to any of such documents.

SECTION 12.13. Choice of Law; Venue.

This Loan Agreement has been delivered in Jackson, Mississippi. The provisions of this Loan Agreement and all rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Mississippi and to the extent they preempt such laws, the laws of the United States.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Issuer and the City have caused this Loan Agreement to be executed by their duly authorized officers.

MISSISSIPPI DEVELOPMENT BANK

(SEAL)

By:_____
Its: Executive Director

ATTEST:

By:_____
Its: Secretary

Signature page to the Loan Agreement, dated _____, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg, Mississippi, as acknowledged and accepted by _____ Bank, _____, _____.

THE CITY OF HATTIESBURG, MISSISSIPPI

(SEAL)

By: _____
Its: Mayor

ATTEST:

By:_____
Its: City Clerk

Signature page to the Loan Agreement, dated _____, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg, Mississippi as acknowledged and accepted by _____ Bank, _____, _____.

ACKNOWLEDGED AND ACCEPTED BY:

_____ BANK
_____, _____

By:_____
Authorized Signatory

Signature Page to Loan Agreement dated as of _____, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg, Mississippi, as acknowledged and accepted by _____ Bank, _____, _____.

EXHIBIT A

DEFINITIONS FROM INDENTURE

"Accounts" means the accounts created pursuant to Article VI hereof.

"Act" means the provisions of Mississippi Code of 1972, Sections 31-25-1 et seq., as amended from time to time.

"Authorized Investments" shall mean any and all securities, instruments and the like in which the Bank is authorized from time to time to invest its funds under State law, including but not limited to Governmental Obligations.

"Authorized Officer" means the President, Vice President, or Executive Director or Secretary, or Assistant Secretary of the Bank or such other person or persons who are duly authorized to act on behalf of the Bank.

"Bank" means the Mississippi Development Bank, a body corporate and politic exercising essential public functions, or any successor to its functions.

"Bankruptcy Code" means 11 U.S.C. Section 101 et seq., as amended and supplemented from time to time.

"Bond Counsel" means an attorney or firm of attorneys approved by the County and the Bank that is nationally recognized in the area of municipal law and matters relating to the exclusion of interest on state and local government bonds from gross income under federal tax law, including particularly compliance with Section 148(f) of the Code.

"Bond Issuance Expense Account" means the account by that name created by Section 6.02 hereof for the Series 2016 Bonds.

"Bond Register" means the registration records of the Bank kept by the Trustee to evidence the registration and transfer of the Bonds.

"Bondholder" or **"holder of Series 2016 Bonds"** or **"owner of Series 2016 Bonds"** or any similar term means the registered owner of any Series 2016 Bond.

"Bonds" means the Series 2016 Bonds and any Refunding Series 2016 Bonds, related thereto.

"Business Day" means any day, other than a Saturday or Sunday, on which the Trustee or the Hattiesburg City Hall is not closed and on which the payment system of the Federal Reserve System, New Orleans branch, is operational.

"City" means the City of Hattiesburg, Mississippi or any successor thereto.

"Code" means the Internal Revenue Code of 1986 in effect on the date of issuance of the Series 2016 Bonds, and the applicable regulations or rulings promulgated or proposed thereunder.

"Costs of Issuance" mean items of expense payable or reimbursable directly or indirectly by the Bank and related to the authorization, sale, validation and issuance of Series

2016 Bonds, execution and delivery of the Loan Agreement and the Series 2016 Note, which items of expense shall include, but not be limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Trustee, underwriters' discounts, legal fees and charges, professional consultants' fees, costs of credit ratings, fees and charges for execution, transportation and safekeeping of Series 2016 Bonds, bond or reserve fund insurance premiums, credit enhancements or liquidity facility fees, and other costs, charges and fees in connection with the foregoing.

"Counsel" means an attorney duly admitted to practice law before the highest court of any state and approved by the Bank and the Trustee.

"Debt Service Reserve Fund" means collectively all the debt service reserve funds, including Accounts created thereunder, which are required for the Series 2016 Bonds issued under this Indenture, as it may be supplemented or amended from time to time.

"Debt Service Reserve Requirement" means the lesser of the following: : (i) the maximum amount of principal and interest becoming due in the current or any future bond year (meaning each 1 year period (or such shorter period as hereinafter described) beginning on ____2 of one year and ending on _____ 1 of the following year – except, however, the first bond year shall be from the issue date of the Series 2016 Bonds until _____ 1, 20___) on all Series 2016 Bonds then outstanding; (ii) 125% of average annual debt service on the Series 2016 Bonds; and (iii) 10% of the stated principal amount of the Series 2016 Bonds, or if such issue of Series 2016 Bonds has more than a *de minimis* amount (as defined in Section 1.148-1(b) of the Treasury Regulations) of original issue discount or premium, ten percent (10%) of the issue price (as defined in Section 1.148-1(b) of the Treasury Regulations), which Debt Service Reserve Requirement may be funded with cash or a Reserve Fund Credit Facility; provided, however, that upon initial issuance of the Series 2016 Bonds, the Debt Service Reserve Requirement will mean the amount set forth in (i) hereinabove and in future years if the amount of the Debt Service Reserve Requirement should equal an amount in excess of the lesser of (i), (ii) and (iii) above, the funds held in the Debt Service Reserve Requirement will be not be invested at a yield in excess of the yield on the Series 2016 Bonds.

"Default" means an event or condition the occurrence of which, with the lapse of time or the giving of notice or both, would become an Event of Default hereunder.

"Event of Default" means any occurrence or event specified in Section 10.01 hereof.

"Executive Director" means the Executive Director of the Bank.

"Fees and Charges" means fees and charges established by the Bank from time to time pursuant to the Act which are payable by the City.

"Fiscal Year" means the Bank's fiscal year being the twelve (12) month period from July 1 through the following June 30 or such other fiscal year as may be established by the Bank.

"Funds" means the funds created pursuant to Article VI hereof (other than the Rebate Fund).

"General Account" means the account by that name created by Section 6.02 hereof for the Series 2016 Bonds.

"General Fund" means the fund by that name created by Section 6.02 hereof.

"Governmental Obligations" means to the extent permitted by state law (a) direct obligations of the United States of America; (b) obligations guaranteed as to principal and interest by the United States of America or any federal agency whose obligations are backed by the full faith and credit of the United States of America, including but not limited to: Department of Housing and Urban Development, Export-Import Bank, Farmers Home Administration (or the successor thereto), Federal Financing Bank, Federal Housing Administration, Maritime Administration, and Small Business Administration, which obligations include but are not limited to certificates or receipts representing direct ownership of future interest or principal payments on obligations described in clause (a) or in this clause (b) and which are held by a custodian in safekeeping on behalf of the holders of such receipts; (c) securities evidencing ownership interests in open-end management type investment companies or investment trusts registered under the Investment Company Act of 1940, as amended, whose investments are limited to the obligations described in clauses (a) and (b) and to repurchase agreements fully collateralized by such obligations; and (d) obligations of any state of the United States or any political subdivision thereof, the full payment of principal of, premium, if any, and interest on which (i) is fully and unconditionally guaranteed or insured by the United States of America, or (ii) is provided for by an irrevocable deposit of the securities described in clause (i) to the extent such investments are permitted by law.

"Indenture" means this Indenture of Trust, and all supplements and amendments hereto entered into pursuant to Article XII hereof.

"Interest Payment Date" means any date on which interest is payable on the Bonds, and for the Series 2016 Bonds, on the anniversary date of the issuance of the Bonds.

"Investment Securities" means any and all securities, instruments and the like in which the Bank is authorized from time to time to invest its funds under State law, including but not limited to Governmental Obligations.

"Loan Account" means the account by that name created by Section 6.02 hereof for the Series 2016 Bonds.

"Loan Agreement" means the Loan Agreement by and between the City and the Bank dated as of _____, 2016.

"Local Governmental Units" means (i) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State of Mississippi, (ii) the State of Mississippi or any agency thereof, (iii) the institutions of higher learning of the State of Mississippi, (iv) any education building corporation established for institutions of higher learning, or (v) any other governmental unit created under state law, such as the City.

"Moody's" shall mean Moody's Investors Service, a Delaware Corporation, its successors and assigns and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Bank), by written notice to the Trustee.

"Notice Address" means, with respect to the City, the City's address given in connection with the execution and delivery of the Loan Agreement and the Series 2016 Note to the Bank, and, with respect to the Bank, the Trustee and the Original Purchaser:

Bank:	Mississippi Development Bank 735 Riverside Drive, Suite 300 Jackson, Mississippi 39202 Attention: Executive Director
Trustee:	_____ Bank _____ _____, _____ _____ Attention: Trust and Financial Services Group
Original Purchaser:	_____ _____ _____

"Opinion of Bond Counsel" means an opinion by a nationally recognized firm experienced in matters relating to the tax exemption for interest payable on obligations of states and their instrumentalities and political subdivisions under federal law, and which is acceptable to the Bank and the Trustee.

"Opinion of Counsel" means a written opinion of Counsel addressed to the Trustee, for the benefit of the owners of the Series 2016, who may (except as otherwise expressly provided in this Indenture) be Counsel to the Bank or Counsel to the owners of the Series 2016 and who is acceptable to the Trustee.

"Original Purchaser" means _____, _____, _____.

"Outstanding" or **"Series 2016 Bonds Outstanding"** means all Series 2016 Bonds which have been authenticated and delivered by the Trustee under this Indenture, including Series 2016 Bonds held by the Bank, except:

(a) Series 2016 Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;

(b) Series 2016 Bonds deemed paid under Article IX hereof; and

(c) Series 2016 Bonds in lieu of which other Series 2016 Bonds have been authenticated under Section 3.05, 3.06 or 3.10 hereof.

"Positive Cash Flow Certificate" means a certificate prepared in accordance with Section 5.09 hereof by the Bank to the effect that immediately after the occurrence or non-occurrence of a specific action or omission, as appropriate, Revenues expected to be received, together with other moneys expected to be held in the Funds and Accounts under the Indenture (other than the Rebate Fund) and available therefor in accordance with Section 5.09 (1)(c) hereof, will be sufficient on each Interest Payment Date to at least provide payment of the principal and interest of the Outstanding Series 2016 Bonds due on such date and the payment of Program Expenses, if any.

"Principal Payment Date" means the maturity date or the redemption date of any Bond.

"Program" means the program for entering into a loan with Local Governmental Units by the Bank pursuant to the Act.

"Program Expenses" means all of the fees and expenses of the Trustee, any expenses for preparing Positive Cash Flow Certificates under Section 5.09 hereof to the extent properly allocable to the Program and approved in writing by the Bank.

"Record Date" means, with respect to any Interest Payment Date, the fifteenth day of the calendar month next preceding such Interest Payment Date.

"Redemption Account" means the account by that name created by Section 6.02 hereof for the Series 2016 Bonds.

"Redemption Price" means, with respect to any Bond, the principal amount thereof, plus the applicable premium, if any, and interest payable upon redemption prior to maturity.

"Reserve Fund Credit Facility" means an irrevocable and unconditional letter of credit, insurance policy or surety bond, the terms of which have been approved by the City and the Bank, issued by a bank or other financial institution, which is acceptable to the City and the Bank, which credit facility names the Indenture Trustee as the beneficiary thereunder; provided, that any such credit facility (other than an insurance policy or surety bond extending to the maturity date of the Series 2016 Bonds) must (a) be renewable or extendable on an annual basis; (b) have an initial term of not less than three (3) years; (c) provide that the bank or other financial institution providing such credit facility must notify the Indenture Trustee and the City, no less than thirty (30) days in advance of the expiration of the credit facility of its intention not to renew or extend such credit facility; (d) permit the Indenture Trustee to make a draw thereunder to fund the Debt Service Reserve Fund not later than five (5) business days prior to the earlier of (1) the expiration date of such credit facility and (2) the date the proceeds of such draw will be needed to fund the Debt Service Reserve Fund.

"Revenues" means the Funds and Accounts and all income, revenues and profits of the Funds and Accounts referred to in the granting clauses hereof including, without limitation, all Series 2016 Note Payments and any additional amount paid to the Trustee under the Loan Agreement on the Series 2016 Note.

"Secretary" means the Secretary or Assistant Secretary of the Bank.

"Series 2016 Bonds" means the $25,000,000 Mississippi Development Bank Taxable Special Obligation Series 2016 Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) issued pursuant to Section 2.01 of this Indenture.

"Series 2016 Note" means the $25,000,000 Taxable Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated _____, 2016, of the City to the Bank, attached as EXHIBIT B to the Loan Agreement.

"Series 2016 Note Interest Payment" means that portion of the Series 2016 Note Payment which represents the interest due or to become due on the Series 2016 Note held by the Trustee pursuant to this Indenture.

"Series 2016 Note Payment" means together the amounts paid or required to be paid, from time to time, for principal and interest on the Series 2016 Note held by the Trustee pursuant to this Indenture.

"Series 2016 Note Principal Payment" means that portion of the Series 2016 Note Payment which represents the principal due or to become due on the Series 2016 Note held by the Trustee pursuant to this Indenture.

"Series 2016 Project" means providing funds for (i) the Construction Project; (ii) funding the Debt Service Reserve Fund for the Series 2016 Bonds, and (iii) paying the costs of issuance of the Series 2016 Bonds and the Series 2016 Note.

"Special Reserve Fund" means the fund by that name created by Section 6.02 hereof.

"Standard & Poor's" shall mean Standard & Poor's Ratings Group, a division of The McGraw Hill Companies, its successors and assigns and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, "Standard & Poor's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Bank), by written notice to the Trustee.

"State" means the State of Mississippi.

"Supplemental Indenture" means an indenture supplemental to or amendatory of this Indenture, executed by the Bank and the Trustee in accordance with Article XII hereof.

"Trust Estate" means the property, rights, and amounts pledged and assigned to the Trustee pursuant to the granting clauses hereof.

"Trustee" means _____ Bank of _____, _____, a State banking corporation organized and existing under the laws of the State of Mississippi, or any successor thereto hereunder.

EXHIBIT B

FORM OF SERIES 2016 NOTE

$25,000,000
TAXABLE PROMISSORY NOTE
(HATTIESBURG, MISSISSIPPI COMBINED
WATER AND SEWER SYSTEM CONSTRUCTION PROJECT)

Date: As of _____, 2016

The City of Hattiesburg, Mississippi, a political subdivision organized and validly existing under the Constitution and laws of the State of Mississippi ("City"), for value received, hereby promises to pay, in immediately available funds, to the order of the Mississippi Development Bank (the "Issuer") or its assigns, the aggregate principal sum equal to the outstanding principal amount of the Series 2016 Bonds (as hereinafter defined) outstanding up to a maximum principal amount of $25,000,000 together with interest on the unpaid principal balance thereof from the date hereof until fully and finally paid, premium, if any, together with all taxes levied or assessed on this Series 2016 Note or the debt evidenced hereby against the holder hereof and all other amounts payable by the City under the Loan Agreement (as hereinafter defined). This Series 2016 Note shall bear interest at the Interest Rate (as such terms are defined in the Indenture) on the Series 2016 Bonds except as otherwise provided hereunder.

This Series 2016 Note has been executed under and pursuant to a Loan Agreement dated as of _____, 2016, between the Issuer and the City (the "Loan Agreement") which Loan Agreement is incorporated herein in its entirety by reference. This Series 2016 Note is issued to evidence the obligation of the City under the Loan Agreement to repay the loan made by the Issuer to the City from the proceeds of its $25,000,000 Taxable Special Obligation Bonds, Series 2016 (Hattiesburg Mississippi Combined Water and Sewer System Construction Project), dated _____, 2016 (the "Series 2016 Bonds"), together with interest thereon at the interest rate or rates as defined and set forth in the Indenture (as hereinafter defined), premium, if any, and all other amounts, fees, penalties, premiums, adjustments, expenses, counsel fees and other payments of any kind required to be paid by the City under the Loan Agreement. The Loan Agreement includes provisions permitting the City, at its election, to prepay this Series 2016 Note, in whole or in part, all as more particularly described in the Indenture. The Loan Agreement includes provisions permitting the Indenture Trustee, at the direction of the Bondholders, to require mandatory prepayment of this Series 2016 Note at certain times and under certain circumstances, all as set forth in the Indenture. In the event that the terms of this Series 2016 Note conflict with the terms of the Indenture or the Loan Agreement, the terms of the Indenture or the Loan Agreement shall control.

If the City shall fail to pay on the due date therefor, whether by acceleration or otherwise, any principal, premium, if any, or interest owing hereunder, then interest shall accrue on such unpaid amounts from the date due until and including the date on which such amounts are paid in full.

The Loan Agreement and this Series 2016 Note have been assigned to _____ Bank, _____, _____, as Indenture Trustee (the "Indenture Trustee") pursuant to an Indenture of Trust, dated as of _____, 2016, by and between the Issuer and the Indenture Trustee (the "Indenture"). Such assignment is made as security for the payment of the Series 2016 Bonds

issued by the Issuer pursuant to the Indenture and is subject to the reservation of certain unassigned rights of the Issuer under the Loan Agreement.

As provided in the Loan Agreement and subject to the provisions thereof, payments hereon are to be made at the principal office of the Indenture Trustee as shown in the Loan Agreement in an amount which, together with other moneys available therefor pursuant to the Indenture, will equal the amount payable as principal of, premium, if any, and interest on the Series 2016 Bonds outstanding on such due date.

The City shall make payments on this Series 2016 Note on the dates and in the amounts specified herein and in the Loan Agreement and in addition shall make such other payments as are required pursuant to the Loan Agreement, the Indenture and the Series 2016 Bonds. Upon the occurrence of an Event of Default, as defined in the Indenture or the Loan Agreement, the principal of, premium, if any, and interest on this Series 2016 Note may be declared immediately due and payable as provided in the Loan Agreement. Upon any such declaration, the City shall pay all costs, disbursements, expenses and reasonable counsel fees of the Issuer and the Indenture Trustee in seeking to enforce their rights under the Loan Agreement and this Series 2016 Note.

The City waives diligence, demand, presentment for payment, notice of nonpayment, protest and notice of protest, notice of any renewals or extension of this Series 2016 Note, and all rights under any statute of limitations. Any delay on the part of the Issuer or the Indenture Trustee in exercising any right hereunder shall not operate as a waiver of any such right, and any waiver granted with respect to one default shall not operate as a waiver in the event of any subsequent or continuing default.

All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when mailed by registered or certified mail or commercially expedited delivery service, with proper address as indicated below. The Issuer, the City and the Indenture Trustee may, by written notice given by each of them to the others, designate any address or addresses to which notices, certificates or other communications to them shall be sent when required as contemplated by this Series 2016 Note. Until otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

To the Issuer:	Mississippi Development Bank 735 Riverside Drive, Suite 300 Jackson, Ms 39202 Attn: Executive Director
To the City:	Mayor or City Clerk City Hall, 200 Forrest Street Hattiesburg, MS 39403

To the Indenture Trustee: _____ Bank
_____
_____
Attention: Trust and Financial Services Group

This Series 2016 Note has been delivered in Jackson, Mississippi. The provisions of this Series 2016 Note and all rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Mississippi and to the extent they preempt such laws, the laws of the United States.

The City agrees that Indenture Trustee shall have the right to proceed against the City or its property in a court in any location to enable the Indenture Trustee to realize on such property, or to enforce a judgment or other court order entered in favor of Indenture Trustee. The City agrees that it shall not assert any permissive counterclaims in any proceeding brought in accordance with this provision by the Indenture Trustee or the Bank to realize on such property, or to enforce a judgment or other court order in favor of Indenture Trustee. The City waives any objection that it may have to the location of the court in which the Indenture Trustee has commenced a proceeding described in this paragraph.

IN WITNESS WHEREOF, the undersigned has caused this Series 2016 Note to be executed in its name and, if applicable, its corporate seal to be hereunto affixed and attested to by its duly authorized officers all as of the day and year first above written.

THE CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Title: Mayor

(SEAL)

ATTEST:

By: _____
Title: City Clerk

ASSIGNMENT OF SERIES 2016 NOTE

FOR VALUE RECEIVED, the Mississippi Development Bank hereby assigns and transfers, without recourse, this Series 2016 Note to _____ Bank of _____, _____, as Indenture Trustee under the Indenture herein mentioned, provided, however, that the rights pledged and assigned hereunder do not include unassigned rights reserved by the Mississippi Development Bank in Sections 4.4, 6.8, 8.4, 10.5, 12.8 or 12.11 of the Loan Agreement dated as of _____, 2016, between the Mississippi Development Bank and the City of Hattiesburg, Mississippi.

(SEAL) **MISSISSIPPI DEVELOPMENT BANK**

By: _____
Executive Director

ATTEST:

By: _____
Secretary

EXHIBIT C

FORM OF SERIES 2016 PROJECT FUND REQUISITION

EXHIBIT C

FORM OF SERIES 2016 PROJECT FUND REQUISITION

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

TO: _____ Bank
_____
_____, _____ _____
ATTN: Trust and Financial Services Group

REQUISITION NO.: _____

DATE OF REQUISITION: _____

NAME AND ADDRESS OF PERSON, FIRM OR CORPORATION TO WHOM PAYMENT IS DUE OR WAS MADE.

DESCRIPTION OF EACH ITEM OR SERVICE FOR WHICH PAYMENT IS TO BE MADE UNDER THE AUTHORITY OF THIS REQUISITION:

Hattiesburg, Mississippi does hereby certify to _____ Bank, as trustee in respect to the referenced Bonds (the "Trustee").

(1) The amount herein requisitioned to be paid to the above-designated payee is for the items or services hereinabove described.

(2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Series 2016 Project Fund.

(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 _____, 2016 (the "Loan Agreement").

(4) The payment herein authorized and approved is a proper charge against the Series 2016 Project Fund 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: _____
(Authorized City Representative)

ButlerSnow 18010547v5

OFFICIAL FORM OF PROPOSAL
$25,000,000
MISSISSIPPI DEVELOPMENT BANK
TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2016
(HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM CONSTRUCTION PROJECT)

_____, 2016

Board of Directors
Mississippi Development Bank
735 Riverside Drive, Suite 300
Jackson, Mississippi 39202

Ladies and Gentlemen:

The undersigned hereby offers to purchase all, but not less than all, of the $25,000,000 aggregate principal amount of the Taxable Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) of the Mississippi Development Bank (the "Bank"), to be dated the date of delivery thereof (the "Series 2016 Bonds") described below.

We offer to purchase the Series 2016 Bonds at a price, not less than par, of Twenty Five Million Dollars ($25,000,000). Payments of interest only at a rate of _____ percent (____%) shall be made on the first and second anniversary date of the Series 2016 Bonds. Equal amortized installment of principal and interest shall be payable to the registered owner of the Series 2016 Bonds each year on the anniversary date of the Series 2016 Bonds, beginning three (3) years from the date of the Series 2016 Bonds and continuing through the twentieth (20th) year after the date of the Series 2016 Bonds. The Series 2016 Bonds shall be payable, both as to principal and interest, in lawful money of the United States of America. The Series 2016 Bonds shall be issuable as fully registered Series 2016 Bonds shall be issuable as fully registered bonds in the denomination of $1.00 or any integral multiple thereof. The Series 2016 Bonds shall be numbered from 1 upward.

Provided, however, that at the option of the Original Purchaser the principal amount of the Series 2016 Bonds may be supplied by multiple advances, as needed by the Series 2016 Bonds. In such event, interest shall begin to accrue on the principal amount of each advance only from the date of each such advance. If the Original Purchaser elects to provide the principal amount of the Series 2016 Bonds in multiple advances, the amount of each advance will be recorded by the Trustee in the place provided therefor on the reverse of the Series 2016 Bonds, in substantially the form hereinafter set forth, along with the date of such advance, and the signature of the Trustee shall be affixed in witness of each such advance in the place provided therefor. In the event that the Original Purchaser does not elect to provide the principal amount of the Series 2016 Bonds in multiple advances, the Series 2016 Bonds will be printed in substantially the form set forth in the Indenture, but any reference to providing the principal amount of the Series 2016 Bonds in multiple advances, including the provisions for registration of such multiple advances, may be deleted from the Series 2016 Bonds.

The Series 2016 Bonds are subject to optional redemption prior to their stated date of maturity in whole or in part, in principal amounts and maturities as selected by the Bank on any date at par, plus accrued interest to the date of redemption thereof.

The proposal approved by the City will be submitted to the Executive Director and Secretary of the Bank for approval and execution before ___:00 o'clock __.m. on _____, 20__, acting for and on behalf of the Bank, pursuant to authority granted by and subject to the terms and provisions of a resolution adopted on January 13, 2016 by the Board of Directors of the Bank (the "Bank Resolution")

BIDDER: _____
BY: _____
TITLE: _____

STATEMENT OF
ACCEPTANCE BY THE BANK

The above proposal is accepted by the Executive Director and Secretary of the Mississippi Development Bank, pursuant to authority granted by the Bank Resolution.

MISSISSIPPI DEVELOPMENT BANK

(SEAL)

BY: _____
Executive Director

ATTESTED:

By: _____
Secretary

SIGNATURE PAGE FOR OFFICIAL FORM OF PROPOSAL $25,000,000 MISSISSIPPI DEVELOPMENT BANK TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2016 (HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM CONSTRUCTION PROJECT), DATED _____, 2016.

APPROVAL OF THE CITY

The above proposal is accepted by the Mayor and the City Clerk of the City of Hattiesburg, Mississippi, pursuant to the City Resolution, acting for and on behalf of the City.

CITY OF HATTIESBURG, MISSISSIPPI

(SEAL)

BY: _____
Mayor

ATTESTED:

BY: _____
City Clerk

SIGNATURE PAGE FOR OFFICIAL FORM OF PROPOSAL $25,000,000 MISSISSIPPI DEVELOPMENT BANK TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2016 (HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM CONSTRUCTION PROJECT), DATED _____, 2016.

City of Hattiesburg, MS

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

Master

File Number: 2015-397

File ID: 2015-397 **Type:** Resolution **Status:** Passed

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

File Created: 01/11/2016

Brief Title: Project Resolution Requisition No. 43 - 2013 Bonds **Final Action:** 01/19/2016

Minute Book Number: MB2016-15-16

Title:

Adopt a Resolution authorizing Requisition No. 43 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. 43, executed 2013 Bond Resolution No. 43 RES#2016-11 **Enactment Number:**

Contact: **Meeting Date:** 01/19/2016

Drafter: Janet Beech **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/19/2016	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt a Resolution authorizing Requisition No. 43 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.

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

Yeas: 4 - Delgado, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Bradley

Yea: 4 Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

ΓEL-No Vote: 0

Text of Legislative File 2015-397

Title

Adopt a Resolution authorizing Requisition No. 43 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. 43 - 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. **43** 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. 43 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. **43** from the Project Fund Construction Account under the Loan in the total aggregate amount of **$ 278,716.34** 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. **43** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Two Hundred Seventy-Eight Thousand Seven Hundred Sixteen and 34/100 Dollars ($ 278,716.34)** 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. **43** in the total aggregate amount of **Two Hundred Seventy-Eight Thousand Seven Hundred Sixteen and 34/100 Dollars ($ 278,716.34)** 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 **19th day** of **January**, 2016.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **19th** day of **January**, 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.: **43**

DATE OF REQUISITION: **1/19/2016**

Item #	Payee Name & Address	Budget Line Item		Payment Amount	Invoice #	Purpose of Payment
1	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.6015	$	1,502.37	18852	1500 GPM Water Well @ Plant No. 1 Period: Nov. 29 - Dec. 31, 2015 MB 2011-4/89-110 SDW #1273-W012
2	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.08	$	792.50	18855	Veteran's Blvd Water Connector Period: Nov. 29 - Dec. 31, 2015 MB 2011-4/551-570 SDW #1270
3	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	105695.7245.08	$	84,562.84	Pay App #6	Water System Expansion on Veteran's Memorial Blvd. & 28th Extension Period: June 26 - Sept. 20, 2015 MB 2014-1423
4	Shows, Dearman, Waits, Inc 301 Second Ave Hattiesburg, MS 39403-1711	105695.7245.11	$	150.00	18874	Water Line Ext on Old 98 and Runnels Period: Nov. 29 - Dec. 31, 2015 MB: 2011-4/89-110 SDW #1273-W011
5	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.52	$	16,800.00	18853	Water Improvements Ph III Period: Nov. 29 - Dec. 31, 2015 MB 2011-4/89-110 SDW #1273-W008

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
6	T.L. Wallace 4025 HWY 35 North Columbia, MS 39429	105695.7245.52	$ 54,112.04	Pay Est. 2	Water Improvements Ph III Period: Dec. 1 - Dec. 26, 2015 MB 2015-241
7	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.53	$ 3,300.00	18861	Water Improvements Ph IV Period: Nov. 29 - Dec. 31, 2015 MB 2011-4/89-110 SDW #1273-W009
8	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.6015	$ 7,777.50	18851	Water Improvements Ph V Period: Nov. 29 - Dec. 31, 2015 MB 2011-4/89-110 SDW #1273-W013
9	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7220.55	$ 17,707.50	18821	Sewer Improvements Ph VII Period: Nov. 29 - Dec. 31, 2015 MB 2015-138 SDW #1273-S008
10	Eutaw Construction Company P.O. Box 36 Aberdeen, MS 39730	105695.7220.55	$ 92,011.59	15051-07	Sewer Improvements Ph VII Period: Nov. 29 - Dec. 31, 2015 MB 2015-138
			$ 278,716.34		

sdw
Engineering Progress

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

January 06, 2016
Project No: 1273-W012
Invoice No: 18852

Project Manager Kyle Wallace

Project 1273-W012 1500 GPM Water Well @ Plant No. 1

Professional Services from November 29, 2015 to December 31, 2015

Professional Personnel

	Hours	Rate	Amount	
ENGINEERING INTERN				
Riley, Ivy	5.50	100.00	550.00	
PROJECT ENGINEER				
Sellers, Bennie	3.00	150.00	450.00	
Wallace, Kyle	3.00	150.00	450.00	
Totals	11.50		1,450.00	
Total Labor				**1,450.00**

Reimbursable Expenses

Hattiesburg American			52.37	
Total Reimbursables		**1.0 times**	**52.37**	**52.37**
		Total this Invoice		**$1,502.37**

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

sdw
Engineering Progress

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

January 06, 2016
Project No: 1270
Invoice No: 18855

Project Manager Kyle Wallace

Project 1270 Veterans Blvd Water Connector

Professional Services from November 29, 2015 to December 31, 2015

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount	
Auto Cad Technician				
Sullivan, Richard	.50	85.00	42.50	
Engineering Intern				
Riley, Ivy	7.50	100.00	750.00	
Totals	8.00		792.50	
Total Labor				**792.50**
		Total this Phase		**$792.50**
		Total this Invoice		**$792.50**

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

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

LR

Contractor's Application For Payment No. 6

Application Period: 6-26-15 - 9/20/2015		Application Date: 23-Sep-15
To (Owner): City of Hattiesburg, MS	From (Contractor): C. B. Developers, Inc.	Via (Engineer): Shows, Dearman, & Waits
Project: Water System Expansion on Veteran's Memorial Blvd. & 28th Ave. Extension		
Owner's Contract No.: Not Applicable	Contractor's Project No.: Not Applicable	Engineer's Project No.:

Application for Payment

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
TOTALS	$ -	$ -
NET CHANGE BY CHANGE ORDERS	$ -	

1. ORIGINAL CONTRACT PRICE	$	1,361,828.84
2. Net change by Change Orders..... Supplemental Agree 1	$	80,010.35
3. CURRENT CONTRACT PRICE (LINE 1 + 2)	$	1,361,828.84
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimates)	$	1,441,839.19 ✓
5. RETAINAGE:		
a. 5.0 % x Work Completed	$	-
b. 5.0% x Stored Material	$	-
c. Total Retainage (line 5a + line 5b)	$	-
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	$	1,441,839.19
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	1,357,276.35 ✓
8. AMOUNT DUE THIS APPLICATION	$	***84,562.84*** ✓
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	$	-

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: _____ Date: 9-23-15

Payment of: $ 84,562.84
(Line 8 or other - attach explanation of other amount)

Is recommended by: _____ (Engineer) 12/30/15 (Date)

Payment of: $ 84,562.84
(Line 8 or other - attach explanation of other amount)

Is approved by: _____ (Owner) _____ (Date)

Is approved by: _____ (Owner) _____ (Date)

Approved by: _____ (USDA) _____ (Date)

Progress Estimate — Contractor's Application

For (contract):	Water System Expansion on Veteran's Memorial Blvd. & 28th Ave. Extension					Application Number:		. 6.			
Application Period:	6-26-15 - 9/20/2015					Application Date:		23-Sep-15			
	A			B	C	D	E	F		G	
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)	
1.0	16" CL 350 DI WATER MAIN	15,680	$ 47.48	$ 744,486.40	16131.00	$ 765,899.88	$ -	$ 765,899.88	103%	$ (21,413.48)	
2.0	12" CL 350 DI WATER MAIN	286	$ 30.40	$ 8,694.40	1534.00	$ 46,633.60	$ -	$ 46,633.60	536%	$ (37,939.20)	
3.0	16" 350 DI WATER MAIN BORED NO CASING	120	$ 96.41	$ 11,569.20	100.00	$ 9,641.00	$ -	$ 9,641.00	83%	$ 1,928.20	
4.0	BORE 24" STEEL CASING RAILROAD .375 WALL	262	$ 430.91	$ 112,898.42	262.00	$ 112,898.42	$ -	$ 112,898.42	100%	$ -	
5.0	BORE 20" STEEL CASING ROADWAY .250 WALL	245	$ 246.62	$ 60,421.90	240.00	$ 59,188.80	$ -	$ 59,188.80	98%	$ 1,233.10	
6.0	TIE-IN PROPOSED 16" TO EXISTING 12" STRAIGHT CONNECTION	1	$ 2,018.72	$ 2,018.72	1.00	$ 2,018.72	$ -	$ 2,018.72	100%	$ -	
7.0	TIE-IN PROPOSED 16" TO EXISTING 16" STRAIGHT CONNECTION	1	$ 2,153.31	$ 2,153.31	1.00	$ 2,153.31	$ -	$ 2,153.31	100%	$ -	
8.0	TIE-IN PROPOSED 16" TO PROPOSED 12" TEE AND OTHER FITTI	1	$ 3,487.42	$ 3,487.42	1.00	$ 3,487.42	$ -	$ 3,487.42	100%	$ -	
9.0	TIE-IN PROPOSED 12" TO EXISTING 12" HOT TAP AND VALVE AS	1	$ 6,447.05	$ 6,447.05	0.00	$ -	$ -	$ -	0%	$ 6,447.05	
10.0	16" GATE VALVE	4	$ 5,364.54	$ 21,458.16	4.00	$ 21,458.16	$ -	$ 21,458.16	100%	$ -	
11.0	12" GATE VALVE	1	$ 1,987.13	$ 1,987.13	5.00	$ 9,935.65	$ -	$ 9,935.65	500%	$ (7,948.52)	
12.0	3 WAY FIRE HYDRANT W/APPURT INCL TEE, VALVE, HYDRANT,	13	$ 4,147.45	$ 53,916.85	14.00	$ 58,064.30	$ -	$ 58,064.30	108%	$ (4,147.45)	
13.0	CLEARING AND GRUBBING	1	$ 17,554.13	$ 17,554.13	1.00	$ 17,554.13	$ -	$ 17,554.13	100%	$ -	
14.0	TEMP EROSION CONTROL	1	$ 4,095.96	$ 4,095.96	1.00	$ 4,095.96	$ -	$ 4,095.96	100%	$ -	
15.0	GRASSING	1	$ 11,702.75	$ 11,702.75	1.00	$ 11,702.75	$ -	$ 11,702.75	100%	$ -	
16.0	MAINTENANCE OF TRAFFIC	1	$ 4,095.96	$ 4,095.96	1.00	$ 4,095.96	$ -	$ 4,095.96	100%	$ -	
17.0	MOB	1	$ 40,959.63	$ 40,959.63	1.00	$ 40,959.63	$ -	$ 40,959.63	100%	$ -	
1.0	12" CL 350 DI WATER MAIN	2010.0	$ 33.04	$ 66,410.40	1992.00	$ 65,815.68	$ -	$ 65,815.68	99%	$ 594.72	
2.0	BORE 20" STEEL CASING ROADWAY .250 WALL	160.0	$ 231.60	$ 37,056.00	160.00	$ 37,056.00	$ -	$ 37,056.00	100%	$ -	
3.0	BORE 20" STEEL CASING RAILROAD .375 WALL	360.0	$ 317.54	$ 114,314.40	360.00	$ 114,314.40	$ -	$ 114,314.40	100%	$ -	
4.0	TIE PROPOSED 12" TO EXISTING 10" TEE & OTHER FITTINGS	1.0	$ 2,648.33	$ 2,648.33	0.00	$ -	$ -	$ -	0%	$ 2,648.33	
5.0	TIE PROPOSED 12" TO EXISTING 12" HOT TAP AND VALVE	1.0	$ 6,447.05	$ 6,447.05	1.00	$ 6,447.05	$ -	$ 6,447.05	100%	$ -	
6.0	10" GATE VALVE	3.0	$ 1,588.06	$ 4,764.18	0.00	$ -	$ -	$ -	0%	$ 4,764.18	
7.0	12" GATE VALVE	2.0	$ 1,957.87	$ 3,915.74	0.00	$ -	$ -	$ -	0%	$ 3,915.74	
8.0	3 WAY FIRE HYDRANT W/APPURT INCL TEE, VALVE, HYDRANT,	1.0	$ 3,696.90	$ 3,696.90	1.00	$ 3,696.90	$ -	$ 3,696.90	100%	$ -	
	SUB-TOTAL THIS PAGE			**$ 1,347,200.39**		**$ 1,397,117.72**	**$ -**	**$ 1,397,117.72**		**$ (49,917.33)**	

Application Period:	6-26-15 - 9/20/2015					Application Date:		23-Sep-15			
	A			B	C	D	E	F		G
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	SUB-TOTAL FROM PREVIOUS PAGE			$ 1,347,200.39		$ 1,397,117.72	$ -	$ 1,397,117.72		$ (49,917.33)
9	TEMP EROSION CONTROL	1	$ 3,510.83	$ 3,510.83	1.00	$ 3,510.83	$ -	$ 3,510.83	100%	$ -
10	GRASSING	1	$ 3,510.83	$ 3,510.83	1.00	$ 3,510.83	$ -	$ 3,510.83	100%	$ -
11	MAINTENANCE OF TRAFFIC	1	$ 1,755.41	$ 1,755.41	1.00	$ 1,755.41	$ -	$ 1,755.41	100%	$ -
12	MOB	1	$ 5,851.38	$ 5,851.38	1.00	$ 5,851.38	$ -	$ 5,851.38	100%	$ -
13	18" HDPE BORE	150	$ 137.50	$ 20,625.00	150.00	$ 20,625.00	$ -	$ 20,625.00	100%	$ -
14	SITE TWO - TIE IN PROPOSED 12" TO EXISTING 10" (HOT TAP W	1	$ 4,886.78	$ 4,886.78	1.00	$ 4,886.78	$ -	$ 4,886.78	100%	$ -
18	SITE ONE - TIE PROPOSED 12" TO PROPOSED 12"	1	$ 2,445.77	$ 2,445.77	1.00	$ 2,445.77	$ -	$ 2,445.77	100%	$ -
19	SITE ONE - TIE PROPOSED 12" TO EXITING 12"	1	$ 2,135.47	$ 2,135.47	1.00	$ 2,135.47	$ -	$ 2,135.47	100%	$ -
20			$ -	$ -	0.00	$ -	$ -	$ -	#DIV/0!	$ -
21			$ -	$ -	0.00	$ -	$ -	$ -	#DIV/0!	$ -
22			$ -	$ -	0.00	$ -	$ -	$ -	#DIV/0!	$ -
23			$ -	$ -	0.00	$ -	$ -	$ -	#DIV/0!	$ -
24			$ -	$ -	0.00	$ -	$ -	$ -	#DIV/0!	$ -
25			$ -	$ -	0.00	$ -	$ -	$ -	#DIV/0!	$ -
26			$ -	$ -	0.00	$ -	$ -	$ -	#DIV/0!	$ -
27			$ -	$ -	0.00	$ -	$ -	$ -	#DIV/0!	$ -
28			$ -	$ -	-	$ -	$ -	$ -	0%	$ -
29			$ -	$ -	-	$ -	$ -	$ -	0%	$ -
30			$ -	$ -	-	$ -	$ -	$ -	0%	$ -
31			$ -	$ -	-	$ -	$ -	$ -	0%	$ -
32			$ -	$ -	-	$ -	$ -	$ -	0%	$ -
			$0.00	$ -	-	$ -	$ -	$ -	0%	$ -
			$0.00	$ -	-	$ -	$ -	$ -	0%	$ -
			$0.00	$ -	-	$ -	$ -	$ -	0%	$ -
			$0.00	$ -	-	$ -	$ -	$ -	0%	$ -
			$0.00	$ -	-	$ -	$ -	$ -	0%	$ -
	TOTALS			**$ 1,391,921.86**		**$ 1,441,839.19**	**$ -**	**$ 1,441,839.19**		**$ (49,917.33)**

	DESCRIPTION	1 Estimated Quantity Installed	2 Estimated Quantity Installed	3 Estimated Quantity Installed	4 Estimated Quantity Installed	5 Estimated Quantity Installed	6 Estimated Quantity Installed	7 Estimated Quantity Installed	8 Estimated Quantity Installed	9 Estimated Quantity Installed	10 Estimated Quantity Installed	TOTAL Estimated Quantity Installed
												0
1	16" CL 350 DI WATER MAIN	5500	4520	5128	333	650						16131
2	12" CL 350 DI WATER MAIN		240	540	754							1534
3	16" 350 DI WATER MAIN BORED NO CASING	100										100
4	BORE 24" STEEL CASING RAILROAD .375 WALL					262						262
5	BORE 20" STEEL CASING ROADWAY .250 WALL		240									240
6	TIE-IN PROPOSED 16" TO EXISTING 12" STRAIGHT CONNECTION WITH FITTINGS			1								1
7	TIE-IN PROPOSED 16" TO EXISTING 16" STRAIGHT CONNECTION WITH FITTINGS			1								1
8	TIE-IN PROPOSED 16" TO PROPOSED 12" TEE AND OTHER FITTINGS		1									1
9	TIE-IN PROPOSED 12" TO EXISTING 12" HOT TAP AND VALVE ASSY											0
10	16" GATE VALVE		2		1	1						4
11	12" GATE VALVE		1	4								5
12	3 WAY FIRE HYDRANT W/APPURT INCL TEE, VALVE, HYDRANT, BRASS TAG, PIPE & OTHER FITTINGS	5	6	3								14
13	CLEARING AND GRUBBING	0.35		0.6	0.05							1
14	TEMP EROSION CONTROL	0.35		0.6	0.05							1
15	GRASSING				0.5		0.5					1
16	MAINTENANCE OF TRAFFIC	0.35		0.6	0.05							1
17	MOB	1										1
1	12" CL 350 DI WATER MAIN				1992							1992
2	BORE 20" STEEL CASING ROADWAY .250 WALL		160									160
3	BORE 20" STEEL CASING RAILROAD .375 WALL				360							360
4	TIE PROPOSED 12" TO EXISTING 10" TEE & OTHER FITTINGS											0
5	TIE PROPOSED 12" TO EXISTING 12" HOT TAP AND VALVE				1							1
6	10" GATE VALVE											0
7	12" GATE VALVE											0
8	3 WAY FIRE HYDRANT W/APPURT INCL TEE, VALVE, HYDRANT, BRASS TAG, PIPE & OTHER FITTINGS				1							1

		1	2	3	4	5	6	7	8	9	10	TOTAL
		Eslimated Quantity	Estimated Quantity	Estimated Quantity	Estimated Quantity	Estimated Quantity	Estimated Quantity	Estimated Quantity	Estimated Quantity	Estimated Quantity	Estimated Quantity	Estimated Quantity
	DESCRIPTION											
9	TEMP EROSION CONTROL					0.5	0.5					1
10	GRASSING					0.5	0.5					1
11	MAINTENANCE OF TRAFFIC				1							1
12	MOB			1								1
13	18" HDPE BORE		150									150
14	SITE TWO - TIE IN PROPOSED 12" TO EXISTING 10" (HOT TAP WITH VALVE ASSY)						1					1
18	SITE ONE - TIE PROPOSED 12" TO PROPOSED 12"						1					1
19	SITE ONE - TIE PROPOSED 12" TO EXITING 12"						1					1
20	0											0
21	0											0
22	0											0
23	0											0
24	0											0
25	0											0
26	0											0
27	0											0
28	0											0
29	0											0
30	0											0
31	0											0
32	0											0
0	0											0
0	0											0
0	0											0
0	0											0

sdw
Engineering Progress

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

January 07, 2016
Project No: 1273-W011
Invoice No: 18874

Project Manager Marcelin Joseph

Project 1273-W011 Water Line Ext on Old 98 and Runnels

Professional Services from November 29, 2015 to December 31, 2015

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Wallace, Kyle	1.00	150.00	150.00	
Totals	1.00		150.00	
Total Labor				150.00
			Total this Invoice	**$150.00**

Outstanding Invoices

Number	Date	Balance
18820 #41	12/2/2015	1,670.00
Total		**1,670.00**

Total Now Due **$1,820.00**

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

LR

sdw
Engineering Progress

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

January 06, 2016
Project No: 1273-W008
Invoice No: 18853

Project Manager Kyle Wallace

Project 1273-W008 ComSWIP Water Phase III - Mobile & Bouie

Professional Services from November 29, 2015 to December 31, 2015

Phase CM Mobile & Bouie - Construction Phase Svc

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Jackson, Terry	75.00	85.00	6,375.00	
PROJECT ENGINEER				
Sellers, Bennie	35.00	150.00	5,250.00	
Wallace, Kyle	34.50	150.00	5,175.00	
Totals	144.50		16,800.00	
Total Labor				**16,800.00**
		Total this Phase		**$16,800.00**
		Total this Invoice		**$16,800.00**

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

LR

SHOWS, DEARMAN & WAITS, INC. - CONSULTING ENGINEERS -

Date: 1-4-2016

Project: Comp. Water Improvements Phase III - Mobile & Bouie St. Area
City of Hattiesburg
Contractor: T.L. Wallace
4025 Hwy. 35 North, Columbia, MS 39429
Pay Estimate No.: Two (2)

Pay Period: 12-1-15 to 12-26-15

Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		Quantity On Contract	Allowed This Period	Allowed To Date			
						CONTRACT TOTAL:	$1,722,687.00
	Site 1 - Columbia, Eupora, Lake, Phillipps & W 5th Streets						$182,725.00
	Water Pipe Items						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	40			LF	$ 15.00	$ -
2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	1,310	64.00	1327.00	LF	$ 23.00	$ 30,521.00
3	8" Class 350 Ductile Iron Water Pipe (Open Cut)	920		902.00	LF	$ 25.00	$ 22,550.00
	Connection Items						
4	Connection: Proposed 8" Water Line to Existing 8" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	$ 2,500.00	$ 2,500.00
5	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & other fittings)	1		1.00	Each	$ 1,600.00	$ 1,600.00
6	Connection: Proposed 6" Water Line to Proposed 6" Water Line (Tee & other fittings)	1		1.00	Each	$ 1,500.00	$ 1,500.00
7	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	3	1.00	3.00	Each	$ 1,900.00	$ 5,700.00
8	Connection: Proposed 6" Water Line to Existing 2" Water Line (Tee & other fittings)	1			Each	$ 1,200.00	$ -
	Valve and Hydrant Items						
9	2" Gate Valve	1			Each	$ 550.00	$ -
10	6" Gate Valve	2		2.00	Each	$ 775.00	$ 1,550.00
11	8" Gate Valve	1		1.00	Each	$ 1,100.00	$ 1,100.00
12	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	4		4.00	Each	$ 3,325.00	$ 13,300.00
	Water Service Items						
13	Service Tubing (Bored) (Size Varies to 1 1/2")	215		127.00	LF	$ 24.00	$ 3,048.00
14	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	21	1.00	22.00	Each	$ 285.00	$ 6,270.00
15	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	1	1.00	1.00	Each	$ 430.00	$ 430.00
	Miscellaneous Construction Items						
16	Concrete Pavement Repair (All Depths)	115			SY	$ 120.00	$ -
17	Asphalt Pavement Repair (All Depths)	500			SY	$ 88.00	$ -
18	Concrete Curb & Gutter Repair (All Types)	166			LF	$ 35.00	$ -
19	Concrete Sidewalk Repair	17			SY	$ 130.00	$ -
20	Temporary Erosion Control	1	0.25	0.50	LS	$ 2,400.00	$ 1,200.00
21	Grassing	1			LS	$ 800.00	$ -
22	Mobilization	1		1.00	LS	$ 17,000.00	$ 17,000.00
23	Maintenance of Traffic	1		0.50	LS	$ 2,400.00	$ 1,200.00
						Sub-total	$ 109,469.00
	Site 2 - Montague Street						**$63,522.00**
	Water Pipe Items						
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	20	8.00	8.00	LF	$ 40.00	$ 320.00
2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	650	636.00	636.00	LF	$ 26.00	$ 16,536.00
	Connection Items						
3	Connection: Proposed 8" Water Line to Existing 20" Water Line (Hot Tap w/ Valve Assembly)	1	1.00	1.00	Each	$ 8,550.00	$ 8,550.00
4	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & other fittings)	1	1.00	1.00	Each	$ 1,500.00	$ 1,500.00
	Valve and Hydrant Items						
5	6" Gate Valve	2	2.00	2.00	Each	$ 775.00	$ 1,550.00
6	8" Gate Valve	1	1.00	1.00	Each	$ 1,100.00	$ 1,100.00
7	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	1	1.00	1.00	Each	$ 3,325.00	$ 3,325.00
	Water Service Items						
8	Service Tubing (Bored) (Size Varies to 1 1/2")	180		168.00	LF	$ 24.00	$ 4,032.00

Item No.	Item Description	Total Quantities				Unit	
		Quantity On Contract	Allowed This Period	Allowed To Date	Unit	Price	Amount
9	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	15	15.00	15.00	Each	$ 285.00	$ 4,275.00
	Miscellaneous Construction Items						
10	Concrete Pavement Repair (All Depths)	38			SY	$ 124.00	$ -
11	Asphalt Pavement Repair (All Depths)	92			SY	$ 95.00	$ -
12	Concrete Curb & Gutter Repair (All Types)	25			LF	$ 52.00	$ -
13	Temporary Erosion Control	1			LS	$ 750.00	$ -
14	Grassing	1			LS	$ 800.00	$ -
15	Mobilization	1	1.00	1.00	LS	$ 4,000.00	$ 4,000.00
16	Maintenance of Traffic	1	0.50	0.50	LS	$ 900.00	$ 450.00
						Sub-total	$ 45,638.00
	Site 3 - McLaurin Street						**$46,565.00**
	Water Pipe Items						
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	660	638.00	638.00	LF	$ 23.00	$ 14,674.00
	Connection Items						
2	Connection: Proposed 6" Water Line to Existing 20" Water Line (Hot Tap w/ Valve Assembly)	1	1.00	1.00	Each	$ 8,550.00	$ 8,550.00
3	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1	1.00	1.00	Each	$ 1,900.00	$ 1,900.00
	Valve and Hydrant Items						
4	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	1	1.00	1.00	Each	$ 3,325.00	$ 3,325.00
	Water Service Items						
5	Service Tubing (Bored) (Size Varies to 1 1/2")	70		40.00	LF	$ 24.00	$ 960.00
6	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	3	3.00	3.00	Each	$ 285.00	$ 855.00
	Miscellaneous Construction Items						
7	Concrete Pavement Repair (All Depths)	20			SY	$ 124.00	$ -
8	Asphalt Pavement Repair (All Depths)	35			SY	$ 95.00	$ -
9	Concrete Curb & Gutter Repair (All Types)	40			LF	$ 63.00	$ -
10	Concrete Sidewalk Repair	2			SY	$ 150.00	$ -
11	Temporary Erosion Control	1			LS	$ 750.00	$ -
12	Grassing	1			LS	$ 800.00	$ -
13	Mobilization	1	1.00	1.00	LS	$ 4,000.00	$ 4,000.00
14	Maintenance of Traffic	1	0.50	0.50	LS	$ 900.00	$ 450.00
						Sub-total	$ 34,714.00
	Site 4 - E 9th, Coit, E 10th, Lula, Inez, Allen, Gravel, Heiddle & Kinnard St's						**$544,752.00**
	Water Pipe Items						
1	1" Sch 80 PVC (Open Cut)	10			LF	$ 15.00	$ -
2	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	$ 20.00	$ -
3	4" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	$ 30.00	$ -
4	6" Class 350 Ductile Iron Water Pipe (Open Cut)	3,670			LF	$ 23.00	$ -
5	8" Class 350 Ductile Iron Water Pipe (Open Cut)	2,875			LF	$ 26.00	$ -
6	12" Class 350 Ductile Iron Water Pipe (Open Cut)	1,030			LF	$ 45.00	$ -
7	16" 200 PSI, DR9, HDPE (Open Cut) (Incl. adapter fittings)	100			LF	$ 87.00	$ -
8	20" Steel Casing, 0.25" WT (Bored)	80			LF	$ 138.00	$ -
	Connection Items						
9	Connection: Proposed 12" Water Line to Proposed 8" & 6" Water Lines (Cross & other fittings)	1			Each	$ 2,200.00	$ -
10	Connection: Proposed 12" Water Line to Existing 12" Water Line (Hot Tap w/ Valve Assembly)	2			Each	$ 3,950.00	$ -
11	Connection: Proposed 8" Water Line to Existing 12" Water Line (Hot Tap w/ Valve Assembly)	1			Each	$ 2,550.00	$ -
12	Connection: Proposed 8" Water Line to Existing 6" Water Line (Cross & other fittings)	1			Each	$ 2,000.00	$ -
13	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & other fittings)	1			Each	$ 1,600.00	$ -
14	Connection: Proposed 8" Water Line to Existing 4" Water Line (Tee & other fittings)	1			Each	$ 1,400.00	$ -
15	Connection: Proposed 8" Water Line to Proposed 6" Water Line (Tee & other fittings)	3			Each	$1,800.00	$ -

Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		Quantity On Contract	Allowed This Period	Allowed To Date			
16	Connection: Proposed 6" Water Line to Proposed 6" Water Line (Tee & other fittings)	1			Each	$1,400.00	$ -
17	Connection: Proposed 6" Water Line to Existing 6" Water Line (Cross & other fittings)	1			Each	$ 1,500.00	$ -
18	Connection: Proposed 6" Water Line to Existing 6" Water Line (Tee & other fittings)	3			Each	$ 1,600.00	$ -
19	Connection: Proposed 6" Water Line to Existing 1" Water Line (Hot Tap w/ Valve Assembly)	1			Each	$ 375.00	$ -
20	Connection: Proposed 4" Water Line to Existing 2" Water Line (Straight Connection & other fittings)	1			Each	$ 275.00	$ -
	Valve and Hydrant Items						
21	4" Gate Valve	1			Each	$ 700.00	$ -
22	6" Gate Valve	18			Each	$ 775.00	$ -
23	8" Gate Valve	11			Each	$ 1,100.00	$ -
24	12" Gate Valve	4			Each	$ 2,000.00	$ -
25	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	18			Each	$ 3,325.00	$ -
	Water Service Items						
26	Service Tubing (Bored) (Size Varies to 1 1/2")	1,240		184.00	LF	$ 24.00	$ 4,416.00
27	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	56			Each	$ 275.00	$ -
28	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	2			Each	$ 1,000.00	$ -
29	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	6			Each	$ 433.00	$ -
	Miscellaneous Construction Items						
30	Removal of Fire Hydrant and Appurtenances	2			Each	$ 250.00	$ -
31	Concrete Paved Ditch	4			CY	$ 675.00	$ -
32	Concrete Pavement Repair (All Depths)	78			SY	$ 115.00	$ -
33	Asphalt Pavement Repair (All Depths)	954			SY	$ 86.00	$ -
34	Concrete Sidewalk Repair	26			SY	$ 130.00	$ -
35	Temporary Erosion Control	1			LS	$ 5,500.00	$ -
36	Grassing	1			LS	$ 2,500.00	$ -
37	Mobilization	1			LS	$ 37,000.00	$ -
						Sub-total	$ 4,416.00
	Site 5 - Atlanta Street						**$121,974.00**
	Water Pipe Items						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	$ 20.00	$ -
2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	$ 30.00	$ -
3	8" Class 350 Ductile Iron Water Pipe (Open Cut)	1,410			LF	$ 26.00	$ -
	Connection Items						
4	Connection: Proposed 8" Water Line to Existing 12" Water Line (Hot Tap w/ Valve Assembly)	1			Each	$ 2,600.00	$ -
5	Connection: Proposed 8" Water Line to Existing 8" Water Line (Hot Tap w/ Valve Assembly)	1			Each	$ 2,600.00	$ -
6	Connection: Proposed 8" Water Line to Existing 6" Water Line (Cross & other fittings)	1			Each	$ 1,800.00	$ -
7	Connection: Proposed 8" Water Line to Existing 2" Water Line (Hot Tap w/ Valve Assembly)	2			Each	$ 700.00	$ -
	Valve and Hydrant Items						
8	6" Gate Valve	2			Each	$ 775.00	$ -
9	8" Gate Valve	2			Each	$ 1,100.00	$ -
10	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	3			Each	$ 3,225.00	$ -
	Water Service Items						
11	Service Tubing (Bored) (Size Varies to 1 1/2")	640			LF	$ 24.00	$ -
12	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	25			Each	$ 290.00	$ -
13	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	1			Each	$ 435.00	$ -

Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		Quantity On Contract	Allowed This Period	Allowed To Date			
	Miscellaneous Construction Items						
14	Removal of Fire Hydrant and Appurtenances	1			Each	$ 250.00	$ -
15	Concrete Pavement Repair (All Depths)	55			SY	$ 120.00	$ -
16	Asphalt Pavement Repair (All Depths)	233			SY	$ 88.00	$ -
17	Concrete Curb & Gutter Repair (All Types)	10			LF	$ 80.00	$ -
18	Concrete Sidewalk Repair	3			SY	$ 130.00	$ -
19	Temporary Erosion Control	1			LS	$ 1,000.00	$ -
20	Grassing	1			LS	$ 800.00	$ -
21	Mobilization	1			LS	$ 7,300.00	$ -
22	Maintenance of Traffic	1			LS	$ 1,800.00	$ -
						Sub-total	$ -
	Site 6 - E 9th Street						**$83,249.00**
	Water Pipe Items						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	40			LF	$ 15.00	$ -
2	4" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	$ 30.00	$ -
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	920			LF	$ 22.00	$ -
	Connection Items						
4	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	2			Each	$ 1,900.00	$ -
5	Connection: Proposed 6" Water Line to Existing 4" Water Line (Tee & other fittings)	1			Each	$ 1,300.00	$ -
6	Connection: Proposed 6" Water Line to Existing 2" Water Line (Hot Tap w/ Valve Assembly)	2			Each	$ 650.00	$ -
	Valve and Hydrant Items						
7	4" Gate Valve	1			Each	$ 700.00	$ -
8	8" Gate Valve	2			Each	$ 1,100.00	$ -
9	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	2			Each	$ 3,325.00	$ -
	Water Service Items						
10	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	7			Each	$ 285.00	$ -
11	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	1			Each	$ 432.00	$ -
	Miscellaneous Construction Items						
12	Concrete Pavement Repair (All Depths)	11			SY	$ 127.00	$ -
13	Asphalt Pavement Repair (All Depths)	355			SY	$ 87.00	$ -
14	Concrete Curb & Gutter Repair (All Types)	10			LF	$ 85.00	$ -
15	Concrete Sidewalk Repair	15			SY	$ 130.00	$ -
16	Temporary Erosion Control	1			LS	$ 750.00	$ -
17	Grassing	1			LS	$ 800.00	$ -
18	Mobilization	1			LS	$ 5,000.00	$ -
19	Maintenance of Traffic	1			LS	$ 1,800.00	$ -
						Sub-total	$ -
	Site 7 - Whitney, E 8th & E 10th Streets						**$302,261.00**
	Water Pipe Items						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	$ 20.00	$ -
2	4" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	$ 30.00	$ -
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	1,650			LF	$ 22.00	$ -
4	8" Class 350 Ductile Iron Water Pipe (Open Cut)	2,325			LF	$ 26.00	$ -
	Connection Items						
5	Connection: Proposed 8" Water Line to Proposed 8" Water Line (Tee & other fittings)	1			Each	$ 1,600.00	$ -
6	Connection: Proposed 8" Water Line to Proposed 6" Water Line (Tee & other fittings)	1			Each	$ 1,600.00	$ -
7	Connection: Proposed 8" Water Line to Existing 8" Water Line (Hot Tap w/ Valve Assembly)	1			Each	$ 2,500.00	$ -
8	Connection: Proposed 8" Water Line to Existing 6" Water Line (Cross & other fittings)	1			Each	$ 2,000.00	$ -
9	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & other fittings)	2			Each	$ 1,900.00	$ -
10	Connection: Proposed 8" Water Line to Existing 2" Water Line (Hot Tap w/ Valve Assembly)	1			Each	$ 650.00	$ -

Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		Quantity On Contract	Allowed This Period	Allowed To Date			
11	Connection: Proposed 8" Water Line to Existing 1" Water Line (Hot Tap w/ Valve Assembly)	2			Each	$ 400.00	$ -
12	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1			Each	$ 1,900.00	$ -
13	Connection: Proposed 6" Water Line to Existing 6" Water Line (Cross & other fittings)	1			Each	$ 1,900.00	$ -
14	Connection: Proposed 6" Water Line to Existing 4" Water Line (Cross & other fittings)	1			Each	$ 1,800.00	$ -
	Valve and Hydrant Items						
15	4" Gate Valve	2			Each	$ 700.00	$ -
16	6" Gate Valve	12			Each	$ 800.00	$ -
17	8" Gate Valve	7			Each	$ 1,100.00	$ -
18	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	6			Each	$ 3,325.00	$ -
	Water Service Items						
19	Service Tubing (Bored) (Size Varies to 1 1/2")	755			LF	$ 24.00	$ -
20	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	40			Each	$ 290.00	$ -
21	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	1			Each	$ 432.00	$ -
	Miscellaneous Construction Items						
22	Removal of Fire Hydrant and Appurtenances	3			Each	$ 250.00	$ -
23	Concrete Pavement Repair (All Depths)	155			SY	$ 115.00	$ -
24	Asphalt Pavement Repair (All Depths)	759			SY	$ 86.00	$ -
25	Concrete Curb & Gutter Repair (All Types)	50			LF	$ 50.00	$ -
26	Concrete Sidewalk Repair	12			SY	$ 130.00	$ -
27	Temporary Erosion Control	1			LS	$ 5,900.00	$ -
28	Grassing	1			LS	$ 1,500.00	$ -
29	Mobilization	1			LS	$ 19,500.00	$ -
30	Maintenance of Traffic	1			LS	$ 2,350.00	$ -
						Sut-total	$ -
	Site 8 - E 6th Street						**$84,447.00**
	Water Pipe Items						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	$ 20.00	$ -
2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	980			LF	$ 23.00	$ -
	Connection Items						
3	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	2			Each	$ 1,900.00	$ -
4	Connection: Proposed 6" Water Line to Existing 2" Water Line (Hot Tap w/ Valve Assembly)	1			Each	$ 650.00	$ -
	Valve and Hydrant Items						
5	6" Gate Valve	2			Each	$ 800.00	$ -
6	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	3			Each	$ 3,325.00	$ -
	Water Service Items						
7	Service Tubing (Bored) (Size Varies to 1 1/2")	80			LF	$ 24.00	$ -
8	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	7			Each	$ 285.00	$ -
	Miscellaneous Construction Items						
9	Concrete Pavement Repair (All Depths)	44			SY	$ 122.00	$ -
10	Asphalt Pavement Repair (All Depths)	301			SY	$ 89.00	$ -
11	Concrete Curb & Gutter Repair (All Types)	20			LF	$ 65.00	$ -
12	Concrete Sidewalk Repair	2			SY	$ 130.00	$ -
13	Temporary Erosion Control	1			LS	$ 750.00	$ -
14	Grassing	1			LS	$ 800.00	$ -
15	Mobilization	1			LS	$ 5,400.00	$ -
16	Maintenance of Traffic	1			LS	$ 900.00	$ -
						Sub-total	$ -
	Site 9 – E 5th & Short E 5th Streets & Ferguson Alley						**$112,215.00**
	Water Pipe Items						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	$ 20.00	$ -
2	4" Class 350 Ductile Iron Water Pipe (Open Cut)	230			LF	$ 30.00	$ -

Item No.	Item Description	Total Quantities				Unit	
		Quantity On Contract	Allowed This Period	Allowed To Date	Unit	Price	Amount
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	1,090			LF	$ 23.00	$ -
	Connection Items						
4	Connection: Proposed 6" Water Line to Proposed 6" & 4" Water Lines (Tee & other fittings)	1			Each	$ 1,500.00	$ -
5	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	2			Each	$1,900.00	$ -
6	Connection: Proposed 4" Water Line to Existing 2" Water Line (Straight Connection & other fittings)	1			Each	$300.00	$ -
	Valve and Hydrant Items						
7	4" Gate Valve	1			Each	$ 700.00	$ -
8	6" Gate Valve	1			Each	$ 800.00	$ -
9	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	4			Each	$ 3,325.00	$ -
	Water Service Items						
10	Service Tubing (Bored) (Size Varies to 1 1/2")	60			LF	$ 24.00	$ -
11	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	9			Each	$ 285.00	$ -
	Miscellaneous Construction Items						
12	Removal of Fire Hydrant and Appurtenances	1			Each	$ 250.00	$ -
13	Concrete Pavement Repair (All Depths)	13			SY	$ 150.00	$ -
14	Asphalt Pavement Repair (All Depths)	460			SY	$ 88.00	$ -
15	Concrete Curb & Gutter Repair (All Types)	20			LF	$ 65.00	$ -
16	Concrete Sidewalk Repair	2			SY	$ 130.00	$ -
17	Temporary Erosion Control	1			LS	$ 1,000.00	$ -
18	Grassing	1			LS	$ 800.00	$ -
19	Mobilization	1			LS	$ 7,000.00	$ -
20	Maintenance of Traffic	1			LS	$ 2,400.00	$ -
						Sub-total	$ -
	Site 10 - River, E 6th & E 5th Streets & Beta Avenue						**$180,977.00**
	Water Pipe Items						
1	1" Sch 80 PVC (Open Cut)	10			LF	$ 15.00	$ -
2	2" Class 350 Ductile Iron Water Pipe (Open Cut)	270			LF	$ 20.00	$ -
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	2,760			LF	$ 23.00	$ -
	Connection Items						
4	Connection: Proposed 6" Water Line to Proposed 6" Water Line (Tee & other fittings)	1			Each	$ 1,300.00	$ -
5	Connection: Proposed 6" Water Line to Proposed 6" & 2" Water Lines (Tee & other fittings)	1			Each	$ 1,400.00	$ -
6	Connection: Proposed 6" Water Line to Proposed 6" & Existing 2" Water Lines (Tee & other fittings)	1			Each	$1,100.00	$ -
7	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1			Each	$1,900.00	$ -
8	Connection: Proposed 6" Water Line to Existing 6" Water Line (Tee & other fittings)	1			Each	$ 1,400.00	$ -
9	Connection: Proposed 6" Water Line to Existing 6" Water Line (Straight Connection & other fittings)	1			Each	$ 600.00	$ -
10	Connection: Proposed 2" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1			Each	$ 850.00	$ -
11	Connection: Proposed 2" Water Line to Existing 2" Water Line (Tee & other fittings)	1			Each	$ 400.00	$ -
	Valve and Hydrant Items						
12	2" Gate Valve	2			Each	$ 600.00	$ -
13	6" Gate Valve	6			Each	$ 800.00	$ -
14	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	6			Each	$ 3,325.00	$ -
15	Blow-Off Valve w/ Appurtenances (Incl. Tee, Valve, Pipe & other fittings)	1			Each	$ 900.00	$ -
	Water Service Items						
16	Service Tubing (Bored) (Size Varies to 1 1/2")	60			LF	$ 24.00	$ -

Item No.	Item Description	Total Quantities				Unit Price	Amount
		Quantity On Contract	Allowed This Period	Allowed To Date	Unit		
17	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	19			Each	$ 285.00	$ -
	Miscellaneous Construction Items						
18	Removal of Fire Hydrant and Appurtenances	2			Each	$ 250.00	$ -
19	Concrete Pavement Repair (All Depths)	39			SY	$ 120.00	$ -
20	Asphalt Pavement Repair (All Depths)	469			SY	$ 88.00	$ -
21	Concrete Curb & Gutter Repair (All Types)	20			LF	$ 65.00	$ -
22	Concrete Sidewalk Repair	8			SY	$ 130.00	$ -
23	Temporary Erosion Control	1			LS	$ 2,200.00	$ -
24	Grassing	1			LS	$ 1,500.00	$ -
25	Mobilization	1			LS	$ 15,000.00	$ -
26	Maintenance of Traffic	1			LS	$ 1,800.00	$ -
						Sub-total	$ -
						TOTAL SITES 1-10	$ 194,237.00

Percent Complete: 11%
Time Elapsed to date: 20%

Total Earned - Regular Work	$	194,237.00
Less 5% Retainage	$	9,711.85
Stored Materials	$	472,061.33
Total Due - Regular Work	$	656,586.48
Less Previous Payments	$	602,474.44
Net Amount Due This Estimate	$	54,112.04
Less Deductions	$	-
Net Payment Due	$	54,112.04

CERTIFIED CORRECT:
Shows, Dearman & Waits, Inc.

Project Engineer

APPROVED:

OWNER

sdw
Engineering Progress

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

January 06, 2016
Project No: 1273-W009
Invoice No: 18861

Project Manager Bennie Sellers
Project 1273-W009 ComSWIP Water - Phase IV - Misc.
Professional Services from November 29, 2015 to December 31, 2015

Phase DD Water Phase IV - Design Phase Services

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Sellers, Bennie	22.00	150.00	3,300.00	
Totals	22.00		3,300.00	
Total Labor				**3,300.00**
		Total this Phase		**$3,300.00**
		Total this Invoice		**$3,300.00**

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

LR

sdw
Engineering Progress

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

January 06, 2016
Project No: 1273-W013
Invoice No: 18851

Project Manager Kyle Wallace

Project 1273-W013 COMSWIP WATER PH V - I-59 Crossing etal

Professional Services from November 29, 2015 to December 31, 2015

Professional Personnel

	Hours	Rate	Amount	
AUTO CAD TECHNICIAN				
Sullivan, Richard	2.00	85.00	170.00	
AUTO CAD TECHNICIAN				
Trahan, Beau	89.50	85.00	7,607.50	
Totals	91.50		7,777.50	
Total Labor				**7,777.50**
		Total this Invoice		**$7,777.50**

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

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

sdw
Engineering Progress

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

January 06, 2016
Project No: 1273-S008
Invoice No: 18854

Project Manager Kyle Wallace

Project 1273-S008 COMSWIP Sewer Phase VII - Timothy, Adeline & Brooklane Sewer

Professional Services from November 29, 2015 to December 31, 2015

Phase CM Construction Management - Timothy, Adeli

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Jackson, Terry	8.00	85.00	680.00	
Tingle, William	116.50	85.00	9,902.50	
PROJECT ENGINEER				
Sellers, Bennie	4.50	150.00	675.00	
Wallace, Kyle	43.00	150.00	6,450.00	
Totals	172.00		17,707.50	
Total Labor				**17,707.50**
		Total this Phase		**$17,707.50**
		Total this Invoice		**$17,707.50**

Outstanding Invoices

Number	Date	Balance
18821 #41	12/3/2015	17,950.00
Total		**17,950.00**

Total Now Due **$35,657.50**

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

LR

PAY ESTIMATE

OWNER: City of Hattiesburg

PROJECT: Comprehensive Sewer Improvements - Phase VII
Hattiesburg, MS

Pay Estimate No: 15051-07

Invoice Date: 01/01/16

CONTRACTOR: Eutaw Construction Company
P.O. Box 36
Aberdeen, MS 39730

PROJECT ENGINEER: Shows, Dearman, Waits
Attn: Kyle Wallace

For Work Completed Through: 12/25/15

PAY ESTIMATE SUMMARY:

Application is made for payment, as shown below, per the attached schedule of values.

1	**Original Contract Amount:**	$2,597,764.07	
2	**Net Change by Change Orders:**	$0.00	
3	**Revised Contract Amount:**	$2,597,764.07	
4	**Total Work Completed:**	$1,235,776.99	48%
5	**Total Materials Stored:**	$168,690.22	
6	**Total Value of Work and Material:**	$1,404,467.21	54%
7	**Less Retainage (10% to 50% ; 5% after 50% Complete)**	($70,223.36)	5%
8	**Total Amount Earned to Date:**	$1,334,243.85	51%
9	**Less Previous Payments:**	$1,242,232.26	
10	**AMOUNT DUE CONTRACTOR:**	**$92,011.59**	

CHANGE ORDER SUMMARY:

1		
2		
3		
4		
5		
6		
7		
8		
9		
	NET CHANGE BY CHANGE ORDERS:	$ -

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

EUTAW CONSTRUCTION CO, INC.

1/4/2016

Signed Date

SHOWS, DEARMAN, WAITS

1/7/16

Signed Date

SCHEDULE OF VALUES

OWNER: City of Hattiesburg **PROJECT:** Comprehensive Sewer Improvements - Phase VII **Pay Estimate No.:** 15051-07

CONTRACTOR: Eutaw Construction Company **PROJECT ENGINEER:** Shows, Dearman, Waits **For Work Completed Through:** 12/25/15

No.	Description	Quantity	Unit	Total	Unit Price	Work Completed (Qty.)			Work Completed ($)		
						Previously	This Period	Total	Previously	This Period	Total
0010	8" SDR 26 PVC Sewer Pipe (10'-12')	11.00	LF	$902.00	$82.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0020	24" SDR 26 PVC Sewer Pipe (10'-12')	14.00	LF	$2,100.00	$150.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0030	24" SDR 26 PVC Sewer Pipe (22'-24')	10.00	LF	$3,000.00	$300.00	19.00	0.00	19.00	$5,700.00	$0.00	$5,700.00
0040	30" SDR 26 PVC Sewer Pipe (8'-10')	316.00	LF	$55,300.00	$175.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0050	30" SDR 26 PVC Sewer Pipe (10'-12')	104.00	LF	$19,760.00	$190.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0060	30" SDR 26 PVC Sewer Pipe (12'-14')	89.00	LF	$17,800.00	$200.00	19.00	0.00	19.00	$3,800.00	$0.00	$3,800.00
0070	30" SDR 26 PVC Sewer Pipe (14'-16')	912.00	LF	$205,200.00	$225.00	60.00	75.00	135.00	$13,500.00	$16,875.00	$30,375.00
0080	30" SDR 26 PVC Sewer Pipe (16'-18')	553.00	LF	$135,485.00	$245.00	178.00	0.00	178.00	$43,610.00	$0.00	$43,610.00
0090	30" SDR 26 PVC Sewer Pipe (18'-20')	613.00	LF	$171,640.00	$280.00	412.00	0.00	412.00	$115,360.00	$0.00	$115,360.00
0100	30" SDR 26 PVC Sewer Pipe (20'-22')	566.00	LF	$198,100.00	$350.00	240.00	0.00	240.00	$84,000.00	$0.00	$84,000.00
0110	30" SDR 26 PVC Sewer Pipe (22'-24')	583.00	LF	$227,370.00	$390.00	614.00	0.00	614.00	$239,460.00	$0.00	$239,460.00
0120	36" SDR 26 PVC Sewer Pipe (24'-26')	107.00	LF	$53,500.00	$500.00	38.00	0.00	38.00	$19,000.00	$0.00	$19,000.00
0130	18" Ductile Iron Sewer Pipe (0'-6')	94.00	LF	$15,510.00	$165.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0140	18" Ductile Iron Sewer Pipe (6'-8')	26.00	LF	$4,680.00	$180.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0150	18" Ductile Iron Sewer Pipe (8'-10')	80.00	LF	$14,800.00	$185.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0160	30" Ductile Iron Sewer Pipe (0'-6')	37.00	LF	$9,620.00	$260.00	43.00	0.00	43.00	$11,180.00	$0.00	$11,180.00
0170	30" Ductile Iron Sewer Pipe (6'-8')	15.00	LF	$4,125.00	$275.00	16.00	0.00	16.00	$4,400.00	$0.00	$4,400.00
0180	30" Ductile Iron Sewer Pipe (8'-10')	27.00	LF	$7,290.00	$270.00	19.00	0.00	19.00	$5,130.00	$0.00	$5,130.00
0190	30" Ductile Iron Sewer Pipe (10'-12')	11.00	LF	$3,135.00	$285.00	16.00	0.00	16.00	$4,560.00	$0.00	$4,560.00
0200	30" Ductile Iron Sewer Pipe (12'-14')	50.00	LF	$14,300.00	$286.00	46.00	0.00	46.00	$13,156.00	$0.00	$13,156.00
0210	30" Ductile Iron Sewer Pipe (14'-16')	20.00	LF	$6,000.00	$300.00	18.00	0.00	18.00	$5,400.00	$0.00	$5,400.00
0220	Abandonment of Ex. Sewer Line (All Sizes)	815.00	LF	$3,260.00	$4.00	549.00	0.00	549.00	$2,196.00	$0.00	$2,196.00
0240	60" Precast Conc Sewer MH (16'-18')	1.00	EA	$9,250.00	$9,250.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0250	60" Precast Conc Sewer MH (18'-20')	1.00	EA	$10,200.00	$10,200.00	1.00	0.00	100%	$10,200.00	$0.00	$10,200.00
0260	60" Precast Conc Sewer MH (20'-22')	1.00	EA	$10,800.00	$10,800.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0270	60" Precast Conc Sewer MH (22'-24')	3.00	EA	$41,700.00	$13,900.00	3.00	0.00	3.00	$41,700.00	$0.00	$41,700.00
0280	72" Precast Conc Sewer MH (14'-16')	1.00	EA	$12,000.00	$12,000.00	0.00	1.00	100%	$0.00	$12,000.00	$12,000.00
0290	72" Precast Conc Sewer MH (18'-20')	1.00	EA	$13,880.00	$13,880.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0300	R&R Ex 72" Precast Conc Sewer MH (14'-16')	2.00	EA	$21,000.00	$10,500.00	1.00	0.00	1.00	$10,500.00	$0.00	$10,500.00
0310	R&R Ex 72" Precast Conc Sewer MH (24'-26')	1.00	EA	$13,700.00	$13,700.00	1.00	0.00	100%	$13,700.00	$0.00	$13,700.00
0320	96" Precast Conc Sewer MH (10'-12')	1.00	EA	$14,380.00	$14,380.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0330	96" Precast Conc Sewer MH (22'-24')	1.00	EA	$24,650.00	$24,650.00	1.00	0.00	100%	$24,650.00	$0.00	$24,650.00
0340	96" Precast Conc Doghouse Swr MH (14'-16')	1.00	EA	$22,400.00	$22,400.00	0.00	0.75	75%	$0.00	$16,800.00	$16,800.00
0350	96" Precast Conc Doghouse Swr MH (16'-18')	1.00	EA	$23,500.00	$23,500.00	1.00	0.00	100%	$23,500.00	$0.00	$23,500.00
0360	96" Precast Conc Splitter Swr MH (8'-10')	1.00	EA	$14,500.00	$14,500.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0370	96" Precast Conc Splitter Swr MH (10'-12')	1.00	EA	$15,700.00	$15,700.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0380	Abandonment of Ex. MH	1.00	EA	$1,120.00	$1,120.00	0.00	0.00	0%	$0.00	$0.00	$0.00

0390	Demo and Removal of Ex. MHs (All Types)	4.00	EA	$10,400.00	$2,600.00	6.00	0.00	6.00	$15,600.00	$0.00	$15,600.00
0400	Drop MH Assembly (All Depths)	2.00	EA	$8,200.00	$4,100.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0410	Connection to Ex. Lift Station	1.00	LS	$64,561.07	$64,561.07	1.00	0.00	100%	$64,561.07	$0.00	$64,561.07
0430	6" San Swr Srvc Cleanout (Incl. Conc Ring in Grass	62.00	EA	$23,250.00	$375.00	19.00	1.00	20.00	$7,125.00	$375.00	$7,500.00
0440	6" San Swr Srvc Tap (Insert-A-Tee)	62.00	EA	$20,460.00	$330.00	19.00	1.00	20.00	$6,270.00	$330.00	$6,600.00
0450	6" SDR 26 PVC Pipe San Swr Srvc (Incl. Fittings)	1,640.00	LF	$49,200.00	$30.00	819.00	20.50	839.50	$24,570.00	$615.00	$25,185.00
0460	Wtr Srvc Repair (Incl. Srvc Tubing, Fittings, Corp	30.00	EA	$12,000.00	$400.00	3.00	0.00	3.00	$1,200.00	$0.00	$1,200.00
0480	Crushed Aggregate (Size 825)	3,447.00	TNS	$268,866.00	$78.00	1,519.48	386.21	1,905.69	$118,519.44	$30,124.38	$148,643.82
0490	Select Fill Mat'l (Class 9,Group C), LVM	25,015.00	CY	$200,120.00	$8.00	13,520.61	2,360.35	15,880.96	$108,164.90	$18,882.80	$127,047.70
0500	Concrete Pavement Repair (All Depths)	191.00	SY	$15,280.00	$80.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0510	Asphalt Pvmnt Repair(All Depths)(Rds&Driveways)	9,112.00	SY	$273,360.00	$30.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0520	Asphalt Pavement Repair (All Depths) (Parking Lot)	2,800.00	SY	$56,000.00	$20.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0530	Conc Sidewalk Repair (All Depths)	12.00	SY	$660.00	$55.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0540	R&R 3' Tall Concrete Retaining Wall	5.00	LF	$1,250.00	$250.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0550	Class "B" Concrete, Minor Structures	9.00	CY	$14,400.00	$1,600.00	4.00	0.00	4.00	$6,400.00	$0.00	$6,400.00
0560	12" Corrugated HDPE Pipe	80.00	LF	$2,000.00	$25.00	0.00	20.00	2000%	$0.00	$500.00	$500.00
0570	15" Corrugated HDPE Pipe	20.00	LF	$600.00	$30.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0580	18" Corrugated HDPE Pipe	60.00	LF	$2,100.00	$35.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0590	15" RCP (Class III) (Rubber Gaskets)	80.00	LF	$3,040.00	$38.00	0.00	32.00	3200%	$0.00	$1,216.00	$1,216.00
0600	18" RCP (Class III) (Rubber Gaskets)	16.00	LF	$720.00	$45.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0610	24" RCP (Class III) (Rubber Gaskets)	32.00	LF	$1,888.00	$59.00	32.00	0.00	32.00	$1,888.00	$0.00	$1,888.00
0620	30" RCP (Class III) (Rubber Gaskets)	168.00	LF	$8,400.00	$50.00	105.00	0.00	105.00	$5,250.00	$0.00	$5,250.00
0630	Removal of Ex. Pipe Cross Drains (All Sizes and De	456.00	LF	$7,752.00	$17.00	138.00	0.00	138.00	$2,346.00	$0.00	$2,346.00
0640	Concrete Paved Ditch	9.00	CY	$5,760.00	$640.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0650	Grassing	1.00	LS	$15,000.00	$15,000.00	0.10	0.00	10%	$1,500.00	$0.00	$1,500.00
0660	Grouted Rip Rap,Size 200 w/Geotextile Fabric	170.00	SY	$15,640.00	$92.00	157.20	0.00	157.20	$14,462.40	$0.00	$14,462.40
0670	Clearing and Grubbing	1.00	LS	$15,000.00	$15,000.00	0.70	0.00	70%	$10,500.00	$0.00	$10,500.00
0680	Erosion Control	1.00	LS	$20,000.00	$20,000.00	0.50	0.00	50%	$10,000.00	$0.00	$10,000.00
0690	Mobilization	1.00	LS	$30,000.00	$30,000.00	1.00	0.00	100%	$30,000.00	$0.00	$30,000.00
0700	Maintenance of Traffic	1.00	LS	$25,000.00	$25,000.00	0.60	0.00	60%	$15,000.00	$0.00	$15,000.00
0710	Removal of Contaminated Material	80.00	TONS	$5,200.00	$65.00	0.00	0.00	0%	$0.00	$0.00	$0.00
	TOTAL(S) --->			$2,597,764.07					$1,138,058.81	$97,718.18	$1,235,776.99

STORED MATERIALS

OWNER: City of Hattiesburg **PROJECT:** Comprehensive Sewer Improvements - Phase VII **Pay Estimate No.:** 15051-07

CONTRACTOR: Eutaw Construction Company **PROJECT ENGINEER:** Shows, Dearman, Waits **For Work Completed Through:** 12/25/15

Total Materials Stored (Line 5 on Page 1) is calculated as follows:

Item	Material on Hand	Quantity Delivered			Unit	Quantity Installed			Quantity Stored	Unit Cost	Total Amount
		Previously	This Period	Total		Previously	This Period	Total			
1	24" SDR26 HW Sewer Pipe	28.00	0.00	28.00	LF	19.00	0.00	19.00	9.00	$35.29	$317.61
2	30" SDR26 HW Sewer Pipe	3,486.00	252.00	3,738.00	LF	1,523.00	75.00	1,598.00	2,140.00	$59.88	$128,143.20
3	36" SDR26 HW Sewer Pipe	112.00	0.00	112.00	LF	38.00	0.00	38.00	74.00	$87.39	$6,466.86
4	8" SDR26 HW Sewer Pipe	70.00	0.00	70.00	LF	0.00	0.00	0.00	70.00	$4.00	$280.00
5	6" SDR26 HW Sewer Pipe	1,640.00	0.00	1,640.00	LF	823.00	20.50	843.50	796.50	$2.30	$1,831.95
6	6" Detectable Marking Tape	5,000.00	0.00	5,000.00	LF	0.00	0.00	0.00	5,000.00	$0.06	$300.00
7	8" x 8" Solvent Weld SDR26 Sewer Tee	2.00	0.00	2.00	EA	0.00	0.00	0.00	2.00	$43.25	$86.50
8	8" Solvent Weld SDR26 Sewer 90 Bend	2.00	0.00	2.00	EA	0.00	0.00	0.00	2.00	$43.48	$86.96
9	6" x 6" SDR26 Sewer Tee Wye	62.00	0.00	62.00	EA	19.00	1.00	20.00	42.00	$37.44	$1,572.48
10	6" SDR26 Sewer 45 Bend	100.00	0.00	100.00	EA	40.00	1.00	41.00	59.00	$16.27	$959.93
11	6" SDR26 Sewer Cap	62.00	0.00	62.00	EA	19.00	1.00	20.00	42.00	$6.41	$269.22
12	Cast Iron Sewer Cleanout Plugs	62.00	0.00	62.00	EA	19.00	1.00	20.00	42.00	$85.00	$3,570.00
13	24" Round Concrete Valve Box Pad	62.00	0.00	62.00	EA	19.00	1.00	20.00	42.00	$11.50	$483.00
14	30" x 6" Inserta Tee	62.00	0.00	62.00	EA	19.00	1.00	20.00	42.00	$95.60	$4,015.20
15	3/4" HDPE SDR9 CTS Service Tubing	1,000.00	0.00	1,000.00	LF	0.00	0.00	0.00	1,000.00	$0.21	$210.00
16	3/4" Corp Stop	30.00	0.00	30.00	EA	0.00	0.00	0.00	30.00	$28.21	$846.30
17	3/4" Curb Stop	30.00	0.00	30.00	EA	0.00	0.00	0.00	30.00	$38.84	$1,165.20
18	3/4" Plastic Insert for CTS	60.00	0.00	60.00	EA	0.00	0.00	0.00	60.00	$0.24	$14.40
19	12" Corrugated HDPE Pipe	80.00	0.00	80.00	LF	0.00	20.00	20.00	60.00	$5.02	$301.20
20	15" Corrugated HDPE Pipe	20.00	0.00	20.00	LF	0.00	0.00	0.00	20.00	$6.76	$135.20
21	18" Corrugated HDPE Pipe	60.00	0.00	60.00	LF	0.00	0.00	0.00	60.00	$9.36	$561.60
22	4" x 3/4" Service Saddle	10.00	0.00	10.00	EA	0.00	0.00	0.00	10.00	$57.51	$575.10
23	6" x 3/4" Service Saddle	10.00	0.00	10.00	EA	0.00	0.00	0.00	10.00	$58.34	$583.40
24	8" x 3/4" Service Saddle	10.00	0.00	10.00	EA	0.00	0.00	0.00	10.00	$70.45	$704.50
25	SMH 17: 96" Dia. Precast Manhole (22-24' Depth)	1.00	0.00	1.00	EA	1.00	0.00	1.00	0.00	$10,803.80	$0.00
26	SMH B677, 14, 13: 60" Dia. Precast Manhole (22-24' Depth)	3.00	0.00	3.00	EA	3.00	0.00	3.00	0.00	$4,432.92	$0.00
27	SMH 12: 60" Dia. Precast Manhole (20-22' Depth)	1.00	0.00	1.00	EA	1.00	0.00	1.00	0.00	$3,726.17	$0.00
28	SMH 11: 96" Dia. Precast DH Manhole (16-18' Depth)	1.00	0.00	1.00	EA	1.00	0.00	1.00	0.00	$7,153.40	$0.00
29	SMH 08: 96" Dia. Precast DH Manhole (14-16' Depth)	1.00	0.00	1.00	EA	0.00	0.75	0.75	0.25	$6,402.91	$1,600.73
29	24" Class III RCP	40.00	0.00	40.00	LF	32.00	0.00	32.00	8.00	$21.98	$175.84
30	30" Class III RCP	112.00	0.00	112.00	LF	104.00	0.00	104.00	8.00	$31.73	$253.84
31	18" Ductile Iron Pipe	200.00	0.00	200.00	LF	0.00	0.00	0.00	200.00	$65.90	$13,180.00
32	30" Ductile Iron Pipe	160.00	0.00	160.00	LF	160.00	0.00	160.00	0.00	$123.59	$0.00
33	Aluminum Hatch @ Lift Station	1.00	0.00	1.00	EA	1.00	0.00	1.00	0.00	$763.14	$0.00
34	6" Ductile Iron Pipe -- Timothy Water Line	1.00	0.00	1.00	LS	0.75	0.25	100%	0%	$13,921.72	$0.00
35	Fittings & Appurt. - for Timothy Water Line	1.00	0.00	1.00	LS	0.75	0.25	100%	0%	$11,121.03	$0.00
									TOTAL VALUE MATERIAL ON HAND:		$168,690.22

City of Hattiesburg
2013 Sewer & Water Bond
Summary of Payments
As of January 19, 2016

Project Name	Payments by Project This Requisition	Payments to Date from This Bond
1500 GPM Water Well @ Plant No 1	1,502.37	21,079.74
18" Sewer Trunk Lines		1,396,821.16
Clear Sewer ROW & Easements		28,222.50
Comprehensive Sanitary Sewer Study Task 1		6,300.00
Construction of Drying Bed at North Lagoon		18,000.00
Hwy 98 Booster Station		43,522.75
Hwy 98 Elevated Water Tank		113,226.30
Hwy 98 Fire Lines		48,652.50
Inflow and Infiltration Study		3,474,361.09
James St Water Well # 3		629,887.99
No-Discharge Wastewater Treatment System		292,127.60
NS Task 10 South Lagoon Sampling		2,968.12
NS Task 7 Wastewater Treatment Phase A		3,271,830.52
NS Task 7 WWTP Phase B Final Design		1,894,425.82
NS Task 8 WWTP Access Road & Site Design2		243,271.40
NS Task 9 WWTP Land Application Mgt		34,369.75
Providence Sewer Repair		62,172.00
Sewer Improvements Ph I		123,469.75
Sewer Improvements Ph II		259,327.58
Sewer Improvements Ph III		504,373.26
Sewer Improvements Ph IV		2,690.00
Sewer Improvements Ph V		90,547.50
Sewer Improvements Ph VII	109,719.09	1,495,321.35
Veteran's Blvd Water Connector	85,355.34	1,555,895.52
Water Improvements Ph I		115,051.65
Water Improvements Ph II		216,839.33
Water Improvements Ph III	70,912.04	855,028.31
Water Improvements Ph IV	3,300.00	74,682.50
Water Improvements Ph V	7,777.50	12,745.00
Water Line Old 98 & Runnels Rd	150.00	276,070.35
Wesley Water Well # 2		17,277.50
WTP #2 Filter #6 Repairs		110,863.40
Grand Total	278,716.34	17,291,422.24

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. **43** 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. 43 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. **43** from the Project Fund Construction Account under the Loan in the total aggregate amount of **$ 278,716.34** 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. **43** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Two Hundred Seventy-Eight Thousand Seven Hundred Sixteen and 34/100 Dollars ($ 278,716.34)** 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. **43** in the total aggregate amount of **Two Hundred Seventy-Eight Thousand Seven Hundred Sixteen and 34/100 Dollars ($ 278,716.34)** 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 Dryden, and was adopted by the following roll call vote, to wit:

YEAS: Delgado
Carroll
Dryden
Naylor

NAYS: None ABSENT: Bradley

The President thereby declared the motion carried and the resolution adopted, this the **19th day** of **January**, 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

VICE PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **19th** day of **January**, 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.: **43**

DATE OF REQUISITION: **1/19/2016**

Item #	Payee Name & Address	Budget Line Item		Payment Amount	Invoice #	Purpose of Payment
1	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.6015	$	1,502.37	18852	1500 GPM Water Well @ Plant No. 1 Period: Nov. 29 - Dec. 31, 2015 MB 2011-4/89-110 SDW #1273-W012
2	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.08	$	792.50	18855	Veteran's Blvd Water Connector Period: Nov. 29 - Dec. 31, 2015 MB 2011-4/551-570 SDW #1270
3	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	105695.7245.08	$	84,562.84	Pay App #6	Water System Expansion on Veteran's Memorial Blvd. & 28th Extension Period: June 26 - Sept. 20, 2015 MB 2014-1423
4	Shows, Dearman, Waits, Inc 301 Second Ave Hattiesburg, MS 39403-1711	105695.7245.11	$	150.00	18874	Water Line Ext on Old 98 and Runnels Period: Nov. 29 - Dec. 31, 2015 MB: 2011-4/89-110 SDW #1273-W011
5	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.52	$	16,800.00	18853	Water Improvements Ph III Period: Nov. 29 - Dec. 31, 2015 MB 2011-4/89-110 SDW #1273-W008

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item		Payment Amount	Invoice #	Purpose of Payment
6	T.L. Wallace 4025 HWY 35 North Columbia, MS 39429	105695.7245.52	$	54,112.04	Pay Est. 2	Water Improvements Ph III Period: Dec. 1 - Dec. 26, 2015 MB 2015-241
7	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.53	$	3,300.00	18861	Water Improvements Ph IV Period: Nov. 29 - Dec. 31, 2015 MB 2011-4/89-110 SDW #1273-W009
8	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.6015	$	7,777.50	18851	Water Improvements Ph V Period: Nov. 29 - Dec. 31, 2015 MB 2011-4/89-110 SDW #1273-W013
9	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7220.55	$	17,707.50	18821	Sewer Improvements Ph VII Period: Nov. 29 - Dec. 31, 2015 MB 2015-138 SDW #1273-S008
10	Eutaw Construction Company P.O. Box 36 Aberdeen, MS 39730	105695.7220.55	$	92,011.59	15051-07	Sewer Improvements Ph VII Period: Nov. 29 - Dec. 31, 2015 MB 2015-138
			$	278,716.34		

sdw
Engineering Progress

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

January 06, 2016
Project No: 1273-W012
Invoice No: 18852

Project Manager Kyle Wallace

Project 1273-W012 1500 GPM Water Well @ Plant No. 1

Professional Services from November 29, 2015 to December 31, 2015

Professional Personnel

	Hours	Rate	Amount	
ENGINEERING INTERN				
Riley, Ivy	5.50	100.00	550.00	
PROJECT ENGINEER				
Sellers, Bennie	3.00	150.00	450.00	
Wallace, Kyle	3.00	150.00	450.00	
Totals	11.50		1,450.00	
Total Labor				**1,450.00**

Reimbursable Expenses

Hattiesburg American			52.37	
Total Reimbursables		**1.0 times**	**52.37**	**52.37**
		Total this Invoice		**$1,502.37**

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

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

LR

sdw
Engineering Progress

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

January 06, 2016
Project No: 1270
Invoice No: 18855

Project Manager Kyle Wallace

Project 1270 Veterans Blvd Water Connector

Professional Services from November 29, 2015 to December 31, 2015

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount	
Auto Cad Technician				
Sullivan, Richard	.50	85.00	42.50	
Engineering Intern				
Riley, Ivy	7.50	100.00	750.00	
Totals	8.00		792.50	
Total Labor				792.50
			Total this Phase	**$792.50**
			Total this Invoice	**$792.50**

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

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

LR

Contractor's Application For Payment No. 6

Application Period: 6-26-15 - 9/20/2015		Application Date: 23-Sep-15
To (Owner): City of Hattiesburg, MS	From (Contractor): C. B. Developers, Inc.	Via (Engineer): Shows, Dearman, & Waits
Project: Water System Expansion on Veteran's Memorial Blvd. & 28th Ave. Extension		
Owner's Contract No.: Not Applicable	Contractor's Project No.: Not Applicable	Engineer's Project No.:

Application for Payment

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
TOTALS	$ -	$ -
NET CHANGE BY CHANGE ORDERS	$ -	

1. ORIGINAL CONTRACT PRICE	$	1,361,828.84
2. Net change by Change Orders..... Supplemental Agree 1	$	80,010.35
3. CURRENT CONTRACT PRICE (LINE 1 + 2)	$	1,361,828.84
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimates)	$	1,441,839.19 ✓
5. RETAINAGE:		
a. 5.0 % x Work Completed	$	-
b. 5.0% x Stored Material	$	-
c. Total Retainage (line 5a + line 5b)	$	-
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	$	1,441,839.19
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	1,357,276.35 ✓
8. AMOUNT DUE THIS APPLICATION	$	***84,562.84*** ✓
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	$	-

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: _____ Date: 9-23-15

Payment of: $ 84,562.84
(Line 8 or other - attach explanation of other amount)

Is recommended by: _____ (Engineer) 12/30/15 (Date)

Payment of: $ 84,562.84
(Line 8 or other - attach explanation of other amount)

Is approved by: _____ (Owner) _____ (Date)

Is approved by: _____ (Owner) _____ (Date)

Approved by: _____ (USDA) _____ (Date)

Progress Estimate — Contractor's Application

For (contract):	Water System Expansion on Veteran's Memorial Blvd. & 28th Ave. Extension				Application Number:		6				
Application Period:	6-26-15 - 9/20/2015				Application Date:		23-Sep-15				
	A			B	C	D	E	F		G	
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)	
1.0	16" CL 350 DI WATER MAIN	15,680	$ 47.48	$ 744,486.40	16131.00	$ 765,899.88	$ -	$ 765,899.88	103%	$ (21,413.48)	
2.0	12" CL 350 DI WATER MAIN	286	$ 30.40	$ 8,694.40	1534.00	$ 46,633.60	$ -	$ 46,633.60	536%	$ (37,939.20)	
3.0	16" 350 DI WATER MAIN BORED NO CASING	120	$ 96.41	$ 11,569.20	100.00	$ 9,641.00	$ -	$ 9,641.00	83%	$ 1,928.20	
4.0	BORE 24" STEEL CASING RAILROAD .375 WALL	262	$ 430.91	$ 112,898.42	262.00	$ 112,898.42	$ -	$ 112,898.42	100%	$ -	
5.0	BORE 20" STEEL CASING ROADWAY .250 WALL	245	$ 246.62	$ 60,421.90	240.00	$ 59,188.80	$ -	$ 59,188.80	98%	$ 1,233.10	
6.0	TIE-IN PROPOSED 16" TO EXISTING 12" STRAIGHT CONNECTION	1	$ 2,018.72	$ 2,018.72	1.00	$ 2,018.72	$ -	$ 2,018.72	100%	$ -	
7.0	TIE-IN PROPOSED 16" TO EXISTING 16" STRAIGHT CONNECTION	1	$ 2,153.31	$ 2,153.31	1.00	$ 2,153.31	$ -	$ 2,153.31	100%	$ -	
8.0	TIE-IN PROPOSED 16" TO PROPOSED 12" TEE AND OTHER FITTI	1	$ 3,487.42	$ 3,487.42	1.00	$ 3,487.42	$ -	$ 3,487.42	100%	$ -	
9.0	TIE-IN PROPOSED 12" TO EXISTING 12" HOT TAP AND VALVE AS	1	$ 6,447.05	$ 6,447.05	0.00	$ -	$ -	$ -	0%	$ 6,447.05	
10.0	16" GATE VALVE	4	$ 5,364.54	$ 21,458.16	4.00	$ 21,458.16	$ -	$ 21,458.16	100%	$ -	
11.0	12" GATE VALVE	1	$ 1,987.13	$ 1,987.13	5.00	$ 9,935.65	$ -	$ 9,935.65	500%	$ (7,948.52)	
12.0	3 WAY FIRE HYDRANT W/APPURT INCL TEE, VALVE, HYDRANT,	13	$ 4,147.45	$ 53,916.85	14.00	$ 58,064.30	$ -	$ 58,064.30	108%	$ (4,147.45)	
13.0	CLEARING AND GRUBBING	1	$ 17,554.13	$ 17,554.13	1.00	$ 17,554.13	$ -	$ 17,554.13	100%	$ -	
14.0	TEMP EROSION CONTROL	1	$ 4,095.96	$ 4,095.96	1.00	$ 4,095.96	$ -	$ 4,095.96	100%	$ -	
15.0	GRASSING	1	$ 11,702.75	$ 11,702.75	1.00	$ 11,702.75	$ -	$ 11,702.75	100%	$ -	
16.0	MAINTENANCE OF TRAFFIC	1	$ 4,095.96	$ 4,095.96	1.00	$ 4,095.96	$ -	$ 4,095.96	100%	$ -	
17.0	MOB	1	$ 40,959.63	$ 40,959.63	1.00	$ 40,959.63	$ -	$ 40,959.63	100%	$ -	
1.0	12" CL 350 DI WATER MAIN	2010.0	$ 33.04	$ 66,410.40	1992.00	$ 65,815.68	$ -	$ 65,815.68	99%	$ 594.72	
2.0	BORE 20" STEEL CASING ROADWAY .250 WALL	160.0	$ 231.60	$ 37,056.00	160.00	$ 37,056.00	$ -	$ 37,056.00	100%	$ -	
3.0	BORE 20" STEEL CASING RAILROAD .375 WALL	360.0	$ 317.54	$ 114,314.40	360.00	$ 114,314.40	$ -	$ 114,314.40	100%	$ -	
4.0	TIE PROPOSED 12" TO EXISTING 10" TEE & OTHER FITTINGS	1.0	$ 2,648.33	$ 2,648.33	0.00	$ -	$ -	$ -	0%	$ 2,648.33	
5.0	TIE PROPOSED 12" TO EXISTING 12" HOT TAP AND VALVE	1.0	$ 6,447.05	$ 6,447.05	1.00	$ 6,447.05	$ -	$ 6,447.05	100%	$ -	
6.0	10" GATE VALVE	3.0	$ 1,588.06	$ 4,764.18	0.00	$ -	$ -	$ -	0%	$ 4,764.18	
7.0	12" GATE VALVE	2.0	$ 1,957.87	$ 3,915.74	0.00	$ -	$ -	$ -	0%	$ 3,915.74	
8.0	3 WAY FIRE HYDRANT W/APPURT INCL TEE, VALVE, HYDRANT,	1.0	$ 3,696.90	$ 3,696.90	1.00	$ 3,696.90	$ -	$ 3,696.90	100%	$ -	
	SUB-TOTAL THIS PAGE			**$ 1,347,200.39**		**$ 1,397,117.72**	**$ -**	**$ 1,397,117.72**		**$ (49,917.33)**	

Application Period:	6-26-15 - 9/20/2015					Application Date:		23-Sep-15			
	A			B	C	D	E	F		G
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	SUB-TOTAL FROM PREVIOUS PAGE			$ 1,347,200.39		$ 1,397,117.72	$ -	$ 1,397,117.72		$ (49,917.33)
9	TEMP EROSION CONTROL	1	$ 3,510.83	$ 3,510.83	1.00	$ 3,510.83	$ -	$ 3,510.83	100%	$ -
10	GRASSING	1	$ 3,510.83	$ 3,510.83	1.00	$ 3,510.83	$ -	$ 3,510.83	100%	$ -
11	MAINTENANCE OF TRAFFIC	1	$ 1,755.41	$ 1,755.41	1.00	$ 1,755.41	$ -	$ 1,755.41	100%	$ -
12	MOB	1	$ 5,851.38	$ 5,851.38	1.00	$ 5,851.38	$ -	$ 5,851.38	100%	$ -
13	18" HDPE BORE	150	$ 137.50	$ 20,625.00	150.00	$ 20,625.00	$ -	$ 20,625.00	100%	$ -
14	SITE TWO - TIE IN PROPOSED 12" TO EXISTING 10" (HOT TAP W	1	$ 4,886.78	$ 4,886.78	1.00	$ 4,886.78	$ -	$ 4,886.78	100%	$ -
18	SITE ONE - TIE PROPOSED 12" TO PROPOSED 12"	1	$ 2,445.77	$ 2,445.77	1.00	$ 2,445.77	$ -	$ 2,445.77	100%	$ -
19	SITE ONE - TIE PROPOSED 12" TO EXITING 12"	1	$ 2,135.47	$ 2,135.47	1.00	$ 2,135.47	$ -	$ 2,135.47	100%	$ -
20			$ -	$ -	0.00	$ -	$ -	$ -	#DIV/0!	$ -
21			$ -	$ -	0.00	$ -	$ -	$ -	#DIV/0!	$ -
22			$ -	$ -	0.00	$ -	$ -	$ -	#DIV/0!	$ -
23			$ -	$ -	0.00	$ -	$ -	$ -	#DIV/0!	$ -
24			$ -	$ -	0.00	$ -	$ -	$ -	#DIV/0!	$ -
25			$ -	$ -	0.00	$ -	$ -	$ -	#DIV/0!	$ -
26			$ -	$ -	0.00	$ -	$ -	$ -	#DIV/0!	$ -
27			$ -	$ -	0.00	$ -	$ -	$ -	#DIV/0!	$ -
28			$ -	$ -	-	$ -	$ -	$ -	0%	$ -
29			$ -	$ -	-	$ -	$ -	$ -	0%	$ -
30			$ -	$ -	-	$ -	$ -	$ -	0%	$ -
31			$ -	$ -	-	$ -	$ -	$ -	0%	$ -
32			$ -	$ -	-	$ -	$ -	$ -	0%	$ -
			$0.00	$ -	-	$ -	$ -	$ -	0%	$ -
			$0.00	$ -	-	$ -	$ -	$ -	0%	$ -
			$0.00	$ -	-	$ -	$ -	$ -	0%	$ -
			$0.00	$ -	-	$ -	$ -	$ -	0%	$ -
			$0.00	$ -	-	$ -	$ -	$ -	0%	$ -
	TOTALS			$ 1,391,921.86		$ 1,441,839.19	$ -	$ 1,441,839.19		$ (49,917.33)

	DESCRIPTION	1 Estimated Quantity Installed	2 Estimated Quantity Installed	3 Estimated Quantity Installed	4 Estimated Quantity Installed	5 Estimated Quantity Installed	6 Estimated Quantity Installed	7 Estimated Quantity Installed	8 Estimated Quantity Installed	9 Estimated Quantity Installed	10 Estimated Quantity Installed	TOTAL Estimated Quantity Installed
												0
1	16" CL 350 DI WATER MAIN	5500	4520	5128	333	650						16131
2	12" CL 350 DI WATER MAIN		240	540	754							1534
3	16" 350 DI WATER MAIN BORED NO CASING	100										100
4	BORE 24" STEEL CASING RAILROAD .375 WALL					262						262
5	BORE 20" STEEL CASING ROADWAY .250 WALL		240									240
6	TIE-IN PROPOSED 16" TO EXISTING 12" STRAIGHT CONNECTION WITH FITTINGS			1								1
7	TIE-IN PROPOSED 16" TO EXISTING 16" STRAIGHT CONNECTION WITH FITTINGS			1								1
8	TIE-IN PROPOSED 16" TO PROPOSED 12" TEE AND OTHER FITTINGS		1									1
9	TIE-IN PROPOSED 12" TO EXISTING 12" HOT TAP AND VALVE ASSY											0
10	16" GATE VALVE		2		1	1						4
11	12" GATE VALVE		1	4								5
12	3 WAY FIRE HYDRANT W/APPURT INCL TEE, VALVE, HYDRANT, BRASS TAG, PIPE & OTHER FITTINGS	5	6	3								14
13	CLEARING AND GRUBBING	0.35		0.6	0.05							1
14	TEMP EROSION CONTROL	0.35		0.6	0.05							1
15	GRASSING				0.5		0.5					1
16	MAINTENANCE OF TRAFFIC	0.35		0.6	0.05							1
17	MOB	1										1
1	12" CL 350 DI WATER MAIN				1992							1992
2	BORE 20" STEEL CASING ROADWAY .250 WALL		160									160
3	BORE 20" STEEL CASING RAILROAD .375 WALL				360							360
4	TIE PROPOSED 12" TO EXISTING 10" TEE & OTHER FITTINGS											0
5	TIE PROPOSED 12" TO EXISTING 12" HOT TAP AND VALVE				1							1
6	10" GATE VALVE											0
7	12" GATE VALVE											0
8	3 WAY FIRE HYDRANT W/APPURT INCL TEE, VALVE, HYDRANT, BRASS TAG, PIPE & OTHER FITTINGS				1							1

	DESCRIPTION	1 Estimated Quantity	2 Estimated Quantity	3 Estimated Quantity	4 Estimated Quantity	5 Estimated Quantity	6 Estimated Quantity	7 Estimated Quantity	8 Estimated Quantity	9 Estimated Quantity	10 Estimated Quantity	TOTAL Estimated Quantity
9	TEMP EROSION CONTROL					0.5	0.5					1
10	GRASSING					0.5	0.5					1
11	MAINTENANCE OF TRAFFIC				1							1
12	MOB			1								1
13	18" HDPE BORE		150									150
14	SITE TWO - TIE IN PROPOSED 12" TO EXISTING 10" (HOT TAP WITH VALVE ASSY)						1					1
18	SITE ONE - TIE PROPOSED 12" TO PROPOSED 12"						1					1
19	SITE ONE - TIE PROPOSED 12" TO EXITING 12"						1					1
20	0											0
21	0											0
22	0											0
23	0											0
24	0											0
25	0											0
26	0											0
27	0											0
28	0											0
29	0											0
30	0											0
31	0											0
32	0											0
0	0											0
0	0											0
0	0											0
0	0											0

sdw
Engineering Progress

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

January 07, 2016
Project No: 1273-W011
Invoice No: 18874

Project Manager Marcelin Joseph

Project 1273-W011 Water Line Ext on Old 98 and Runnels

Professional Services from November 29, 2015 to December 31, 2015

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Wallace, Kyle	1.00	150.00	150.00	
Totals	1.00		150.00	
Total Labor				**150.00**
			Total this Invoice	[redacted]

Outstanding Invoices

Number	Date	Balance
18820 #41	12/2/2015	1,670.00
Total		1,670.00

Total Now Due **$1,820.00**

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

LR

sdw
Engineering Progress

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

January 06, 2016
Project No: 1273-W008
Invoice No: 18853

Project Manager Kyle Wallace

Project 1273-W008 ComSWIP Water Phase III - Mobile & Bouie

Professional Services from November 29, 2015 to December 31, 2015

Phase CM Mobile & Bouie - Construction Phase Svc

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Jackson, Terry	75.00	85.00	6,375.00	
PROJECT ENGINEER				
Sellers, Bennie	35.00	150.00	5,250.00	
Wallace, Kyle	34.50	150.00	5,175.00	
Totals	144.50		16,800.00	
Total Labor				**16,800.00**
		Total this Phase		**$16,800.00**
		Total this Invoice		**$16,800.00**

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

LR

SHOWS, DEARMAN & WAITS, INC. - CONSULTING ENGINEERS -

Date: 1-4-2016

Project: Comp. Water Improvements Phase III - Mobile & Bouie St. Area
City of Hattiesburg
Contractor: T.L. Wallace
4025 Hwy. 35 North, Columbia, MS 39429
Pay Estimate No.: Two (2)

Pay Period: 12-1-15 to 12-26-15

Item No.	Item Description	Total Quantities: Quantity On Contract	Allowed This Period	Allowed To Date	Unit	Unit Price	Amount
						CONTRACT TOTAL:	$1,722,687.00
	Site 1 - Columbia, Eupora, Lake, Phillipps & W 5th Streets						$182,725.00
	Water Pipe Items						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	40			LF	$ 15.00	$ -
2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	1,310	64.00	1327.00	LF	$ 23.00	$ 30,521.00
3	8" Class 350 Ductile Iron Water Pipe (Open Cut)	920		902.00	LF	$ 25.00	$ 22,550.00
	Connection Items						
4	Connection: Proposed 8" Water Line to Existing 8" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	$ 2,500.00	$ 2,500.00
5	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & other fittings)	1		1.00	Each	$ 1,600.00	$ 1,600.00
6	Connection: Proposed 6" Water Line to Proposed 6" Water Line (Tee & other fittings)	1		1.00	Each	$ 1,500.00	$ 1,500.00
7	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	3	1.00	3.00	Each	$ 1,900.00	$ 5,700.00
8	Connection: Proposed 6" Water Line to Existing 2" Water Line (Tee & other fittings)	1			Each	$ 1,200.00	$ -
	Valve and Hydrant Items						
9	2" Gate Valve	1			Each	$ 550.00	$ -
10	6" Gate Valve	2		2.00	Each	$ 775.00	$ 1,550.00
11	8" Gate Valve	1		1.00	Each	$ 1,100.00	$ 1,100.00
12	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	4		4.00	Each	$ 3,325.00	$ 13,300.00
	Water Service Items						
13	Service Tubing (Bored) (Size Varies to 1 1/2")	215		127.00	LF	$ 24.00	$ 3,048.00
14	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	21	1.00	22.00	Each	$ 285.00	$ 6,270.00
15	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	1	1.00	1.00	Each	$ 430.00	$ 430.00
	Miscellaneous Construction Items						
16	Concrete Pavement Repair (All Depths)	115			SY	$ 120.00	$ -
17	Asphalt Pavement Repair (All Depths)	500			SY	$ 88.00	$ -
18	Concrete Curb & Gutter Repair (All Types)	166			LF	$ 35.00	$ -
19	Concrete Sidewalk Repair	17			SY	$ 130.00	$ -
20	Temporary Erosion Control	1	0.25	0.50	LS	$ 2,400.00	$ 1,200.00
21	Grassing	1			LS	$ 800.00	$ -
22	Mobilization	1		1.00	LS	$ 17,000.00	$ 17,000.00
23	Maintenance of Traffic	1		0.50	LS	$ 2,400.00	$ 1,200.00
						Sub-total	$ 109,469.00
	Site 2 - Montague Street						**$63,522.00**
	Water Pipe Items						
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	20	8.00	8.00	LF	$ 40.00	$ 320.00
2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	650	636.00	636.00	LF	$ 26.00	$ 16,536.00
	Connection Items						
3	Connection: Proposed 8" Water Line to Existing 20" Water Line (Hot Tap w/ Valve Assembly)	1	1.00	1.00	Each	$ 8,550.00	$ 8,550.00
4	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & other fittings)	1	1.00	1.00	Each	$ 1,500.00	$ 1,500.00
	Valve and Hydrant Items						
5	6" Gate Valve	2	2.00	2.00	Each	$ 775.00	$ 1,550.00
6	8" Gate Valve	1	1.00	1.00	Each	$ 1,100.00	$ 1,100.00
7	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	1	1.00	1.00	Each	$ 3,325.00	$ 3,325.00
	Water Service Items						
8	Service Tubing (Bored) (Size Varies to 1 1/2")	180		168.00	LF	$ 24.00	$ 4,032.00

Item No.	Item Description	Total Quantities				Unit	
		Quantity On Contract	Allowed This Period	Allowed To Date	Unit	Price	Amount
9	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	15	15.00	15.00	Each	$ 285.00	$ 4,275.00
	Miscellaneous Construction Items						
10	Concrete Pavement Repair (All Depths)	38			SY	$ 124.00	$ -
11	Asphalt Pavement Repair (All Depths)	92			SY	$ 95.00	$ -
12	Concrete Curb & Gutter Repair (All Types)	25			LF	$ 52.00	$ -
13	Temporary Erosion Control	1			LS	$ 750.00	$ -
14	Grassing	1			LS	$ 800.00	$ -
15	Mobilization	1	1.00	1.00	LS	$ 4,000.00	$ 4,000.00
16	Maintenance of Traffic	1	0.50	0.50	LS	$ 900.00	$ 450.00
						Sub-total	$ 45,638.00
	Site 3 - McLaurin Street						**$46,565.00**
	Water Pipe Items						
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	660	638.00	638.00	LF	$ 23.00	$ 14,674.00
	Connection Items						
2	Connection: Proposed 6" Water Line to Existing 20" Water Line (Hot Tap w/ Valve Assembly)	1	1.00	1.00	Each	$ 8,550.00	$ 8,550.00
3	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1	1.00	1.00	Each	$ 1,900.00	$ 1,900.00
	Valve and Hydrant Items						
4	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	1	1.00	1.00	Each	$ 3,325.00	$ 3,325.00
	Water Service Items						
5	Service Tubing (Bored) (Size Varies to 1 1/2")	70		40.00	LF	$ 24.00	$ 960.00
6	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	3	3.00	3.00	Each	$ 285.00	$ 855.00
	Miscellaneous Construction Items						
7	Concrete Pavement Repair (All Depths)	20			SY	$ 124.00	$ -
8	Asphalt Pavement Repair (All Depths)	35			SY	$ 95.00	$ -
9	Concrete Curb & Gutter Repair (All Types)	40			LF	$ 63.00	$ -
10	Concrete Sidewalk Repair	2			SY	$ 150.00	$ -
11	Temporary Erosion Control	1			LS	$ 750.00	$ -
12	Grassing	1			LS	$ 800.00	$ -
13	Mobilization	1	1.00	1.00	LS	$ 4,000.00	$ 4,000.00
14	Maintenance of Traffic	1	0.50	0.50	LS	$ 900.00	$ 450.00
						Sub-total	$ 34,714.00
	Site 4 - E 9th, Coit, E 10th, Lula, Inez, Allen, Gravel, Heiddle & Kinnard St's						**$544,752.00**
	Water Pipe Items						
1	1" Sch 80 PVC (Open Cut)	10			LF	$ 15.00	$ -
2	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	$ 20.00	$ -
3	4" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	$ 30.00	$ -
4	6" Class 350 Ductile Iron Water Pipe (Open Cut)	3,670			LF	$ 23.00	$ -
5	8" Class 350 Ductile Iron Water Pipe (Open Cut)	2,875			LF	$ 26.00	$ -
6	12" Class 350 Ductile Iron Water Pipe (Open Cut)	1,030			LF	$ 45.00	$ -
7	16" 200 PSI, DR9, HDPE (Open Cut) (Incl. adapter fittings)	100			LF	$ 87.00	$ -
8	20" Steel Casing, 0.25" WT (Bored)	80			LF	$ 138.00	$ -
	Connection Items						
9	Connection: Proposed 12" Water Line to Proposed 8" & 6" Water Lines (Cross & other fittings)	1			Each	$ 2,200.00	$ -
10	Connection: Proposed 12" Water Line to Existing 12" Water Line (Hot Tap w/ Valve Assembly)	2			Each	$ 3,950.00	$ -
11	Connection: Proposed 8" Water Line to Existing 12" Water Line (Hot Tap w/ Valve Assembly)	1			Each	$ 2,550.00	$ -
12	Connection: Proposed 8" Water Line to Existing 6" Water Line (Cross & other fittings)	1			Each	$ 2,000.00	$ -
13	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & other fittings)	1			Each	$ 1,600.00	$ -
14	Connection: Proposed 8" Water Line to Existing 4" Water Line (Tee & other fittings)	1			Each	$ 1,400.00	$ -
15	Connection: Proposed 8" Water Line to Proposed 6" Water Line (Tee & other fittings)	3			Each	$1,800.00	$ -

Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		Quantity On Contract	Allowed This Period	Allowed To Date			
16	Connection: Proposed 6" Water Line to Proposed 6" Water Line (Tee & other fittings)	1			Each	$1,400.00	$ -
17	Connection: Proposed 6" Water Line to Existing 6" Water Line (Cross & other fittings)	1			Each	$ 1,500.00	$ -
18	Connection: Proposed 6" Water Line to Existing 6" Water Line (Tee & other fittings)	3			Each	$ 1,600.00	$ -
19	Connection: Proposed 6" Water Line to Existing 1" Water Line (Hot Tap w/ Valve Assembly)	1			Each	$ 375.00	$ -
20	Connection: Proposed 4" Water Line to Existing 2" Water Line (Straight Connection & other fittings)	1			Each	$ 275.00	$ -
	Valve and Hydrant Items						
21	4" Gate Valve	1			Each	$ 700.00	$ -
22	6" Gate Valve	18			Each	$ 775.00	$ -
23	8" Gate Valve	11			Each	$ 1,100.00	$ -
24	12" Gate Valve	4			Each	$ 2,000.00	$ -
25	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	18			Each	$ 3,325.00	$ -
	Water Service Items						
26	Service Tubing (Bored) (Size Varies to 1 1/2")	1,240		184.00	LF	$ 24.00	$ 4,416.00
27	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	56			Each	$ 275.00	$ -
28	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	2			Each	$ 1,000.00	$ -
29	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	6			Each	$ 433.00	$ -
	Miscellaneous Construction Items						
30	Removal of Fire Hydrant and Appurtenances	2			Each	$ 250.00	$ -
31	Concrete Paved Ditch	4			CY	$ 675.00	$ -
32	Concrete Pavement Repair (All Depths)	78			SY	$ 115.00	$ -
33	Asphalt Pavement Repair (All Depths)	954			SY	$ 86.00	$ -
34	Concrete Sidewalk Repair	26			SY	$ 130.00	$ -
35	Temporary Erosion Control	1			LS	$ 5,500.00	$ -
36	Grassing	1			LS	$ 2,500.00	$ -
37	Mobilization	1			LS	$ 37,000.00	$ -
						Sub-total	$ 4,416.00
	Site 5 - Atlanta Street						**$121,974.00**
	Water Pipe Items						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	$ 20.00	$ -
2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	$ 30.00	$ -
3	8" Class 350 Ductile Iron Water Pipe (Open Cut)	1,410			LF	$ 26.00	$ -
	Connection Items						
4	Connection: Proposed 8" Water Line to Existing 12" Water Line (Hot Tap w/ Valve Assembly)	1			Each	$ 2,600.00	$ -
5	Connection: Proposed 8" Water Line to Existing 8" Water Line (Hot Tap w/ Valve Assembly)	1			Each	$ 2,600.00	$ -
6	Connection: Proposed 8" Water Line to Existing 6" Water Line (Cross & other fittings)	1			Each	$ 1,800.00	$ -
7	Connection: Proposed 8" Water Line to Existing 2" Water Line (Hot Tap w/ Valve Assembly)	2			Each	$ 700.00	$ -
	Valve and Hydrant Items						
8	6" Gate Valve	2			Each	$ 775.00	$ -
9	8" Gate Valve	2			Each	$ 1,100.00	$ -
10	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	3			Each	$ 3,225.00	$ -
	Water Service Items						
11	Service Tubing (Bored) (Size Varies to 1 1/2")	640			LF	$ 24.00	$ -
12	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	25			Each	$ 290.00	$ -
13	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	1			Each	$ 435.00	$ -

Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		Quantity On Contract	Allowed This Period	Allowed To Date			
	Miscellaneous Construction Items						
14	Removal of Fire Hydrant and Appurtenances	1			Each	$ 250.00	$ -
15	Concrete Pavement Repair (All Depths)	55			SY	$ 120.00	$ -
16	Asphalt Pavement Repair (All Depths)	233			SY	$ 88.00	$ -
17	Concrete Curb & Gutter Repair (All Types)	10			LF	$ 80.00	$ -
18	Concrete Sidewalk Repair	3			SY	$ 130.00	$ -
19	Temporary Erosion Control	1			LS	$ 1,000.00	$ -
20	Grassing	1			LS	$ 800.00	$ -
21	Mobilization	1			LS	$ 7,300.00	$ -
22	Maintenance of Traffic	1			LS	$ 1,800.00	$ -
						Sub-total	$ -
	Site 6 - E 9th Street						**$83,249.00**
	Water Pipe Items						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	40			LF	$ 15.00	$ -
2	4" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	$ 30.00	$ -
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	920			LF	$ 22.00	$ -
	Connection Items						
4	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	2			Each	$ 1,900.00	$ -
5	Connection: Proposed 6" Water Line to Existing 4" Water Line (Tee & other fittings)	1			Each	$ 1,300.00	$ -
6	Connection: Proposed 6" Water Line to Existing 2" Water Line (Hot Tap w/ Valve Assembly)	2			Each	$ 650.00	$ -
	Valve and Hydrant Items						
7	4" Gate Valve	1			Each	$ 700.00	$ -
8	8" Gate Valve	2			Each	$ 1,100.00	$ -
9	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	2			Each	$ 3,325.00	$ -
	Water Service Items						
10	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	7			Each	$ 285.00	$ -
11	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	1			Each	$ 432.00	$ -
	Miscellaneous Construction Items						
12	Concrete Pavement Repair (All Depths)	11			SY	$ 127.00	$ -
13	Asphalt Pavement Repair (All Depths)	355			SY	$ 87.00	$ -
14	Concrete Curb & Gutter Repair (All Types)	10			LF	$ 85.00	$ -
15	Concrete Sidewalk Repair	15			SY	$ 130.00	$ -
16	Temporary Erosion Control	1			LS	$ 750.00	$ -
17	Grassing	1			LS	$ 800.00	$ -
18	Mobilization	1			LS	$ 5,000.00	$ -
19	Maintenance of Traffic	1			LS	$ 1,800.00	$ -
						Sub-total	$ -
	Site 7 - Whitney, E 8th & E 10th Streets						**$302,261.00**
	Water Pipe Items						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	$ 20.00	$ -
2	4" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	$ 30.00	$ -
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	1,650			LF	$ 22.00	$ -
4	8" Class 350 Ductile Iron Water Pipe (Open Cut)	2,325			LF	$ 26.00	$ -
	Connection Items						
5	Connection: Proposed 8" Water Line to Proposed 8" Water Line (Tee & other fittings)	1			Each	$ 1,600.00	$ -
6	Connection: Proposed 8" Water Line to Proposed 6" Water Line (Tee & other fittings)	1			Each	$ 1,600.00	$ -
7	Connection: Proposed 8" Water Line to Existing 8" Water Line (Hot Tap w/ Valve Assembly)	1			Each	$ 2,500.00	$ -
8	Connection: Proposed 8" Water Line to Existing 6" Water Line (Cross & other fittings)	1			Each	$ 2,000.00	$ -
9	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & other fittings)	2			Each	$ 1,900.00	$ -
10	Connection: Proposed 8" Water Line to Existing 2" Water Line (Hot Tap w/ Valve Assembly)	1			Each	$ 650.00	$ -

Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		Quantity On Contract	Allowed This Period	Allowed To Date			
11	Connection: Proposed 8" Water Line to Existing 1" Water Line (Hot Tap w/ Valve Assembly)	2			Each	$ 400.00	$ -
12	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1			Each	$ 1,900.00	$ -
13	Connection: Proposed 6" Water Line to Existing 6" Water Line (Cross & other fittings)	1			Each	$ 1,900.00	$ -
14	Connection: Proposed 6" Water Line to Existing 4" Water Line (Cross & other fittings)	1			Each	$ 1,800.00	$ -
	Valve and Hydrant Items						
15	4" Gate Valve	2			Each	$ 700.00	$ -
16	6" Gate Valve	12			Each	$ 800.00	$ -
17	8" Gate Valve	7			Each	$ 1,100.00	$ -
18	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	6			Each	$ 3,325.00	$ -
	Water Service Items						
19	Service Tubing (Bored) (Size Varies to 1 1/2")	755			LF	$ 24.00	$ -
20	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	40			Each	$ 290.00	$ -
21	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	1			Each	$ 432.00	$ -
	Miscellaneous Construction Items						
22	Removal of Fire Hydrant and Appurtenances	3			Each	$ 250.00	$ -
23	Concrete Pavement Repair (All Depths)	155			SY	$ 115.00	$ -
24	Asphalt Pavement Repair (All Depths)	759			SY	$ 86.00	$ -
25	Concrete Curb & Gutter Repair (All Types)	50			LF	$ 50.00	$ -
26	Concrete Sidewalk Repair	12			SY	$ 130.00	$ -
27	Temporary Erosion Control	1			LS	$ 5,900.00	$ -
28	Grassing	1			LS	$ 1,500.00	$ -
29	Mobilization	1			LS	$ 19,500.00	$ -
30	Maintenance of Traffic	1			LS	$ 2,350.00	$ -
						Sut-total	$ -
	Site 8 - E 6th Street						**$84,447.00**
	Water Pipe Items						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	$ 20.00	$ -
2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	980			LF	$ 23.00	$ -
	Connection Items						
3	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	2			Each	$ 1,900.00	$ -
4	Connection: Proposed 6" Water Line to Existing 2" Water Line (Hot Tap w/ Valve Assembly)	1			Each	$ 650.00	$ -
	Valve and Hydrant Items						
5	6" Gate Valve	2			Each	$ 800.00	$ -
6	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	3			Each	$ 3,325.00	$ -
	Water Service Items						
7	Service Tubing (Bored) (Size Varies to 1 1/2")	80			LF	$ 24.00	$ -
8	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	7			Each	$ 285.00	$ -
	Miscellaneous Construction Items						
9	Concrete Pavement Repair (All Depths)	44			SY	$ 122.00	$ -
10	Asphalt Pavement Repair (All Depths)	301			SY	$ 89.00	$ -
11	Concrete Curb & Gutter Repair (All Types)	20			LF	$ 65.00	$ -
12	Concrete Sidewalk Repair	2			SY	$ 130.00	$ -
13	Temporary Erosion Control	1			LS	$ 750.00	$ -
14	Grassing	1			LS	$ 800.00	$ -
15	Mobilization	1			LS	$ 5,400.00	$ -
16	Maintenance of Traffic	1			LS	$ 900.00	$ -
						Sub-total	$ -
	Site 9 – E 5th & Short E 5th Streets & Ferguson Alley						**$112,215.00**
	Water Pipe Items						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	$ 20.00	$ -
2	4" Class 350 Ductile Iron Water Pipe (Open Cut)	230			LF	$ 30.00	$ -

Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		Quantity On Contract	Allowed This Period	Allowed To Date			
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	1,090			LF	$ 23.00	$ -
	Connection Items						
4	Connection: Proposed 6" Water Line to Proposed 6" & 4" Water Lines (Tee & other fittings)	1			Each	$ 1,500.00	$ -
5	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	2			Each	$1,900.00	$ -
6	Connection: Proposed 4" Water Line to Existing 2" Water Line (Straight Connection & other fittings)	1			Each	$300.00	$ -
	Valve and Hydrant Items						
7	4" Gate Valve	1			Each	$ 700.00	$ -
8	6" Gate Valve	1			Each	$ 800.00	$ -
9	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	4			Each	$ 3,325.00	$ -
	Water Service Items						
10	Service Tubing (Bored) (Size Varies to 1 1/2")	60			LF	$ 24.00	$ -
11	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	9			Each	$ 285.00	$ -
	Miscellaneous Construction Items						
12	Removal of Fire Hydrant and Appurtenances	1			Each	$ 250.00	$ -
13	Concrete Pavement Repair (All Depths)	13			SY	$ 150.00	$ -
14	Asphalt Pavement Repair (All Depths)	460			SY	$ 88.00	$ -
15	Concrete Curb & Gutter Repair (All Types)	20			LF	$ 65.00	$ -
16	Concrete Sidewalk Repair	2			SY	$ 130.00	$ -
17	Temporary Erosion Control	1			LS	$ 1,000.00	$ -
18	Grassing	1			LS	$ 800.00	$ -
19	Mobilization	1			LS	$ 7,000.00	$ -
20	Maintenance of Traffic	1			LS	$ 2,400.00	$ -
						Sub-total	$ -
	Site 10 - River, E 6th & E 5th Streets & Beta Avenue						**$180,977.00**
	Water Pipe Items						
1	1" Sch 80 PVC (Open Cut)	10			LF	$ 15.00	$ -
2	2" Class 350 Ductile Iron Water Pipe (Open Cut)	270			LF	$ 20.00	$ -
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	2,760			LF	$ 23.00	$ -
	Connection Items						
4	Connection: Proposed 6" Water Line to Proposed 6" Water Line (Tee & other fittings)	1			Each	$ 1,300.00	$ -
5	Connection: Proposed 6" Water Line to Proposed 6" & 2" Water Lines (Tee & other fittings)	1			Each	$ 1,400.00	$ -
6	Connection: Proposed 6" Water Line to Proposed 6" & Existing 2" Water Lines (Tee & other fittings)	1			Each	$1,100.00	$ -
7	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1			Each	$1,900.00	$ -
8	Connection: Proposed 6" Water Line to Existing 6" Water Line (Tee & other fittings)	1			Each	$ 1,400.00	$ -
9	Connection: Proposed 6" Water Line to Existing 6" Water Line (Straight Connection & other fittings)	1			Each	$ 600.00	$ -
10	Connection: Proposed 2" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1			Each	$ 850.00	$ -
11	Connection: Proposed 2" Water Line to Existing 2" Water Line (Tee & other fittings)	1			Each	$ 400.00	$ -
	Valve and Hydrant Items						
12	2" Gate Valve	2			Each	$ 600.00	$ -
13	6" Gate Valve	6			Each	$ 800.00	$ -
14	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	6			Each	$ 3,325.00	$ -
15	Blow-Off Valve w/ Appurtenances (Incl. Tee, Valve, Pipe & other fittings)	1			Each	$ 900.00	$ -
	Water Service Items						
16	Service Tubing (Bored) (Size Varies to 1 1/2")	60			LF	$ 24.00	$ -

Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		Quantity On Contract	Allowed This Period	Allowed To Date			
17	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	19			Each	$ 285.00	$ -
	Miscellaneous Construction Items						
18	Removal of Fire Hydrant and Appurtenances	2			Each	$ 250.00	$ -
19	Concrete Pavement Repair (All Depths)	39			SY	$ 120.00	$ -
20	Asphalt Pavement Repair (All Depths)	469			SY	$ 88.00	$ -
21	Concrete Curb & Gutter Repair (All Types)	20			LF	$ 65.00	$ -
22	Concrete Sidewalk Repair	8			SY	$ 130.00	$ -
23	Temporary Erosion Control	1			LS	$ 2,200.00	$ -
24	Grassing	1			LS	$ 1,500.00	$ -
25	Mobilization	1			LS	$ 15,000.00	$ -
26	Maintenance of Traffic	1			LS	$ 1,800.00	$ -
						Sub-total	$ -
						TOTAL SITES 1-10	$ 194,237.00

Percent Complete: 11%
Time Elapsed to date: 20%

Total Earned - Regular Work	$	194,237.00
Less 5% Retainage	$	9,711.85
Stored Materials	$	472,061.33
Total Due - Regular Work	$	656,586.48
Less Previous Payments	$	602,474.44
Net Amount Due This Estimate	$	54,112.04
Less Deductions	$	-
Net Payment Due	$	54,112.04

CERTIFIED CORRECT:
Shows, Dearman & Waits, Inc.

Project Engineer

APPROVED:

OWNER

sdw
Engineering Progress

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

January 06, 2016
Project No: 1273-W009
Invoice No: 18861

Project Manager Bennie Sellers

Project 1273-W009 ComSWIP Water - Phase IV - Misc.

Professional Services from November 29, 2015 to December 31, 2015

Phase DD Water Phase IV - Design Phase Services

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Sellers, Bennie	22.00	150.00	3,300.00	
Totals	22.00		3,300.00	
Total Labor				**3,300.00**
			Total this Phase	**$3,300.00**
			Total this Invoice	**$3,300.00**

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

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

LR

sdw
Engineering Progress

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

January 06, 2016
Project No: 1273-W013
Invoice No: 18851

Project Manager Kyle Wallace

Project 1273-W013 COMSWIP WATER PH V - I-59 Crossing etal

Professional Services from November 29, 2015 to December 31, 2015

Professional Personnel

	Hours	Rate	Amount	
AUTO CAD TECHNICIAN				
Sullivan, Richard	2.00	85.00	170.00	
AUTO CAD TECHNICIAN				
Trahan, Beau	89.50	85.00	7,607.50	
Totals	91.50		7,777.50	
Total Labor				7,777.50
		Total this invoice		**$7,777.50**

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

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

sdw Engineering Progress

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

January 06, 2016
Project No: 1273-S008
Invoice No: 18854

Project Manager Kyle Wallace

Project 1273-S008 COMSWIP Sewer Phase VII - Timothy, Adeline & Brooklane Sewer

Professional Services from November 29, 2015 to December 31, 2015

Phase CM Construction Management - Timothy, Adeli

Professional Personnel

	Hours	Rate	Amount
CONSTRUCTION OBSERVER			
Jackson, Terry	8.00	85.00	680.00
Tingle, William	116.50	85.00	9,902.50
PROJECT ENGINEER			
Sellers, Bennie	4.50	150.00	675.00
Wallace, Kyle	43.00	150.00	6,450.00
Totals	172.00		17,707.50
Total Labor			**17,707.50**

Total this Phase	**$17,707.50**
Total this Invoice	**$17,707.50**

Outstanding Invoices

Number	Date	Balance
18821 #41	12/3/2015	17,950.00
Total		**17,950.00**

Total Now Due	**$35,657.50**

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

LR

PAY ESTIMATE

OWNER: City of Hattiesburg

PROJECT: Comprehensive Sewer Improvements - Phase VII
Hattiesburg, MS

Pay Estimate No: 15051-07

Invoice Date: 01/01/16

CONTRACTOR: Eutaw Construction Company
P.O. Box 36
Aberdeen, MS 39730

PROJECT ENGINEER: Shows, Dearman, Waits
Attn: Kyle Wallace

For Work Completed Through: 12/25/15

PAY ESTIMATE SUMMARY:

Application is made for payment, as shown below, per the attached schedule of values.

1	**Original Contract Amount:**	$2,597,764.07	
2	**Net Change by Change Orders:**	$0.00	
3	**Revised Contract Amount:**	$2,597,764.07	
4	**Total Work Completed:**	$1,235,776.99	48%
5	**Total Materials Stored:**	$168,690.22	
6	**Total Value of Work and Material:**	$1,404,467.21	54%
7	**Less Retainage (10% to 50% ; 5% after 50% Complete)**	($70,223.36)	5%
8	**Total Amount Earned to Date:**	$1,334,243.85	51%
9	**Less Previous Payments:**	$1,242,232.26	
10	**AMOUNT DUE CONTRACTOR:**	**$92,011.59**	

CHANGE ORDER SUMMARY:

1		
2		
3		
4		
5		
6		
7		
8		
9		
	NET CHANGE BY CHANGE ORDERS:	$ -

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

EUTAW CONSTRUCTION CO, INC.

1/4/2016

Signed Date

SHOWS, DEARMAN, WAITS

1/7/16

Signed Date

SCHEDULE OF VALUES

OWNER: City of Hattiesburg **PROJECT:** Comprehensive Sewer Improvements - Phase VII **Pay Estimate No.:** 15051-07

CONTRACTOR: Eutaw Construction Company **PROJECT ENGINEER:** Shows, Dearman, Waits **For Work Completed Through:** 12/25/15

No.	Description	Quantity	Unit	Total	Unit Price	Work Completed (Qty.)			Work Completed ($)		
						Previously	This Period	Total	Previously	This Period	Total
0010	8" SDR 26 PVC Sewer Pipe (10'-12')	11.00	LF	$902.00	$82.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0020	24" SDR 26 PVC Sewer Pipe (10'-12')	14.00	LF	$2,100.00	$150.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0030	24" SDR 26 PVC Sewer Pipe (22'-24')	10.00	LF	$3,000.00	$300.00	19.00	0.00	19.00	$5,700.00	$0.00	$5,700.00
0040	30" SDR 26 PVC Sewer Pipe (8'-10')	316.00	LF	$55,300.00	$175.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0050	30" SDR 26 PVC Sewer Pipe (10'-12')	104.00	LF	$19,760.00	$190.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0060	30" SDR 26 PVC Sewer Pipe (12'-14')	89.00	LF	$17,800.00	$200.00	19.00	0.00	19.00	$3,800.00	$0.00	$3,800.00
0070	30" SDR 26 PVC Sewer Pipe (14'-16')	912.00	LF	$205,200.00	$225.00	60.00	75.00	135.00	$13,500.00	$16,875.00	$30,375.00
0080	30" SDR 26 PVC Sewer Pipe (16'-18')	553.00	LF	$135,485.00	$245.00	178.00	0.00	178.00	$43,610.00	$0.00	$43,610.00
0090	30" SDR 26 PVC Sewer Pipe (18'-20')	613.00	LF	$171,640.00	$280.00	412.00	0.00	412.00	$115,360.00	$0.00	$115,360.00
0100	30" SDR 26 PVC Sewer Pipe (20'-22')	566.00	LF	$198,100.00	$350.00	240.00	0.00	240.00	$84,000.00	$0.00	$84,000.00
0110	30" SDR 26 PVC Sewer Pipe (22'-24')	583.00	LF	$227,370.00	$390.00	614.00	0.00	614.00	$239,460.00	$0.00	$239,460.00
0120	36" SDR 26 PVC Sewer Pipe (24'-26')	107.00	LF	$53,500.00	$500.00	38.00	0.00	38.00	$19,000.00	$0.00	$19,000.00
0130	18" Ductile Iron Sewer Pipe (0'-6')	94.00	LF	$15,510.00	$165.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0140	18" Ductile Iron Sewer Pipe (6'-8')	26.00	LF	$4,680.00	$180.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0150	18" Ductile Iron Sewer Pipe (8'-10')	80.00	LF	$14,800.00	$185.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0160	30" Ductile Iron Sewer Pipe (0'-6')	37.00	LF	$9,620.00	$260.00	43.00	0.00	43.00	$11,180.00	$0.00	$11,180.00
0170	30" Ductile Iron Sewer Pipe (6'-8')	15.00	LF	$4,125.00	$275.00	16.00	0.00	16.00	$4,400.00	$0.00	$4,400.00
0180	30" Ductile Iron Sewer Pipe (8'-10')	27.00	LF	$7,290.00	$270.00	19.00	0.00	19.00	$5,130.00	$0.00	$5,130.00
0190	30" Ductile Iron Sewer Pipe (10'-12')	11.00	LF	$3,135.00	$285.00	16.00	0.00	16.00	$4,560.00	$0.00	$4,560.00
0200	30" Ductile Iron Sewer Pipe (12'-14')	50.00	LF	$14,300.00	$286.00	46.00	0.00	46.00	$13,156.00	$0.00	$13,156.00
0210	30" Ductile Iron Sewer Pipe (14'-16')	20.00	LF	$6,000.00	$300.00	18.00	0.00	18.00	$5,400.00	$0.00	$5,400.00
0220	Abandonment of Ex. Sewer Line (All Sizes)	815.00	LF	$3,260.00	$4.00	549.00	0.00	549.00	$2,196.00	$0.00	$2,196.00
0240	60" Precast Conc Sewer MH (16'-18')	1.00	EA	$9,250.00	$9,250.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0250	60" Precast Conc Sewer MH (18'-20')	1.00	EA	$10,200.00	$10,200.00	1.00	0.00	100%	$10,200.00	$0.00	$10,200.00
0260	60" Precast Conc Sewer MH (20'-22')	1.00	EA	$10,800.00	$10,800.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0270	60" Precast Conc Sewer MH (22'-24')	3.00	EA	$41,700.00	$13,900.00	3.00	0.00	3.00	$41,700.00	$0.00	$41,700.00
0280	72" Precast Conc Sewer MH (14'-16')	1.00	EA	$12,000.00	$12,000.00	0.00	1.00	100%	$0.00	$12,000.00	$12,000.00
0290	72" Precast Conc Sewer MH (18'-20')	1.00	EA	$13,880.00	$13,880.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0300	R&R Ex 72" Precast Conc Sewer MH (14'-16')	2.00	EA	$21,000.00	$10,500.00	1.00	0.00	1.00	$10,500.00	$0.00	$10,500.00
0310	R&R Ex 72" Precast Conc Sewer MH (24'-26')	1.00	EA	$13,700.00	$13,700.00	1.00	0.00	100%	$13,700.00	$0.00	$13,700.00
0320	96" Precast Conc Sewer MH (10'-12')	1.00	EA	$14,380.00	$14,380.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0330	96" Precast Conc Sewer MH (22'-24')	1.00	EA	$24,650.00	$24,650.00	1.00	0.00	100%	$24,650.00	$0.00	$24,650.00
0340	96" Precast Conc Doghouse Swr MH (14'-16')	1.00	EA	$22,400.00	$22,400.00	0.00	0.75	75%	$0.00	$16,800.00	$16,800.00
0350	96" Precast Conc Doghouse Swr MH (16'-18')	1.00	EA	$23,500.00	$23,500.00	1.00	0.00	100%	$23,500.00	$0.00	$23,500.00
0360	96" Precast Conc Splitter Swr MH (8'-10')	1.00	EA	$14,500.00	$14,500.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0370	96" Precast Conc Splitter Swr MH (10'-12')	1.00	EA	$15,700.00	$15,700.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0380	Abandonment of Ex. MH	1.00	EA	$1,120.00	$1,120.00	0.00	0.00	0%	$0.00	$0.00	$0.00

0390	Demo and Removal of Ex. MHs (All Types)	4.00	EA	$10,400.00	$2,600.00	6.00	0.00	6.00	$15,600.00	$0.00	$15,600.00
0400	Drop MH Assembly (All Depths)	2.00	EA	$8,200.00	$4,100.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0410	Connection to Ex. Lift Station	1.00	LS	$64,561.07	$64,561.07	1.00	0.00	100%	$64,561.07	$0.00	$64,561.07
0430	6" San Swr Srvc Cleanout (Incl. Conc Ring in Grass	62.00	EA	$23,250.00	$375.00	19.00	1.00	20.00	$7,125.00	$375.00	$7,500.00
0440	6" San Swr Srvc Tap (Insert-A-Tee)	62.00	EA	$20,460.00	$330.00	19.00	1.00	20.00	$6,270.00	$330.00	$6,600.00
0450	6" SDR 26 PVC Pipe San Swr Srvc (Incl. Fittings)	1,640.00	LF	$49,200.00	$30.00	819.00	20.50	839.50	$24,570.00	$615.00	$25,185.00
0460	Wtr Srvc Repair (Incl. Srvc Tubing, Fittings, Corp	30.00	EA	$12,000.00	$400.00	3.00	0.00	3.00	$1,200.00	$0.00	$1,200.00
0480	Crushed Aggregate (Size 825)	3,447.00	TNS	$268,866.00	$78.00	1,519.48	386.21	1,905.69	$118,519.44	$30,124.38	$148,643.82
0490	Select Fill Mat'l (Class 9,Group C), LVM	25,015.00	CY	$200,120.00	$8.00	13,520.61	2,360.35	15,880.96	$108,164.90	$18,882.80	$127,047.70
0500	Concrete Pavement Repair (All Depths)	191.00	SY	$15,280.00	$80.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0510	Asphalt Pvmnt Repair(All Depths)(Rds&Driveways)	9,112.00	SY	$273,360.00	$30.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0520	Asphalt Pavement Repair (All Depths) (Parking Lot)	2,800.00	SY	$56,000.00	$20.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0530	Conc Sidewalk Repair (All Depths)	12.00	SY	$660.00	$55.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0540	R&R 3' Tall Concrete Retaining Wall	5.00	LF	$1,250.00	$250.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0550	Class "B" Concrete, Minor Structures	9.00	CY	$14,400.00	$1,600.00	4.00	0.00	4.00	$6,400.00	$0.00	$6,400.00
0560	12" Corrugated HDPE Pipe	80.00	LF	$2,000.00	$25.00	0.00	20.00	2000%	$0.00	$500.00	$500.00
0570	15" Corrugated HDPE Pipe	20.00	LF	$600.00	$30.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0580	18" Corrugated HDPE Pipe	60.00	LF	$2,100.00	$35.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0590	15" RCP (Class III) (Rubber Gaskets)	80.00	LF	$3,040.00	$38.00	0.00	32.00	3200%	$0.00	$1,216.00	$1,216.00
0600	18" RCP (Class III) (Rubber Gaskets)	16.00	LF	$720.00	$45.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0610	24" RCP (Class III) (Rubber Gaskets)	32.00	LF	$1,888.00	$59.00	32.00	0.00	32.00	$1,888.00	$0.00	$1,888.00
0620	30" RCP (Class III) (Rubber Gaskets)	168.00	LF	$8,400.00	$50.00	105.00	0.00	105.00	$5,250.00	$0.00	$5,250.00
0630	Removal of Ex. Pipe Cross Drains (All Sizes and De	456.00	LF	$7,752.00	$17.00	138.00	0.00	138.00	$2,346.00	$0.00	$2,346.00
0640	Concrete Paved Ditch	9.00	CY	$5,760.00	$640.00	0.00	0.00	0%	$0.00	$0.00	$0.00
0650	Grassing	1.00	LS	$15,000.00	$15,000.00	0.10	0.00	10%	$1,500.00	$0.00	$1,500.00
0660	Grouted Rip Rap,Size 200 w/Geotextile Fabric	170.00	SY	$15,640.00	$92.00	157.20	0.00	157.20	$14,462.40	$0.00	$14,462.40
0670	Clearing and Grubbing	1.00	LS	$15,000.00	$15,000.00	0.70	0.00	70%	$10,500.00	$0.00	$10,500.00
0680	Erosion Control	1.00	LS	$20,000.00	$20,000.00	0.50	0.00	50%	$10,000.00	$0.00	$10,000.00
0690	Mobilization	1.00	LS	$30,000.00	$30,000.00	1.00	0.00	100%	$30,000.00	$0.00	$30,000.00
0700	Maintenance of Traffic	1.00	LS	$25,000.00	$25,000.00	0.60	0.00	60%	$15,000.00	$0.00	$15,000.00
0710	Removal of Contaminated Material	80.00	TONS	$5,200.00	$65.00	0.00	0.00	0%	$0.00	$0.00	$0.00
	TOTAL(S) --->			$2,597,764.07					$1,138,058.81	$97,718.18	$1,235,776.99

STORED MATERIALS

OWNER: City of Hattiesburg

PROJECT: Comprehensive Sewer Improvements - Phase VII

Pay Estimate No.: 15051-07

CONTRACTOR: Eutaw Construction Company

PROJECT ENGINEER: Shows, Dearman, Waits

For Work Completed Through: 12/25/15

Total Materials Stored (Line 5 on Page 1) is calculated as follows:

Item	Material on Hand	Quantity Delivered			Unit	Quantity Installed			Quantity Stored	Unit Cost	Total Amount
		Previously	This Period	Total		Previously	This Period	Total			
1	24" SDR26 HW Sewer Pipe	28.00	0.00	28.00	LF	19.00	0.00	19.00	9.00	$35.29	$317.61
2	30" SDR26 HW Sewer Pipe	3,486.00	252.00	3,738.00	LF	1,523.00	75.00	1,598.00	2,140.00	$59.88	$128,143.20
3	36" SDR26 HW Sewer Pipe	112.00	0.00	112.00	LF	38.00	0.00	38.00	74.00	$87.39	$6,466.86
4	8" SDR26 HW Sewer Pipe	70.00	0.00	70.00	LF	0.00	0.00	0.00	70.00	$4.00	$280.00
5	6" SDR26 HW Sewer Pipe	1,640.00	0.00	1,640.00	LF	823.00	20.50	843.50	796.50	$2.30	$1,831.95
6	6" Detectable Marking Tape	5,000.00	0.00	5,000.00	LF	0.00	0.00	0.00	5,000.00	$0.06	$300.00
7	8" x 8" Solvent Weld SDR26 Sewer Tee	2.00	0.00	2.00	EA	0.00	0.00	0.00	2.00	$43.25	$86.50
8	8" Solvent Weld SDR26 Sewer 90 Bend	2.00	0.00	2.00	EA	0.00	0.00	0.00	2.00	$43.48	$86.96
9	6" x 6" SDR26 Sewer Tee Wye	62.00	0.00	62.00	EA	19.00	1.00	20.00	42.00	$37.44	$1,572.48
10	6" SDR26 Sewer 45 Bend	100.00	0.00	100.00	EA	40.00	1.00	41.00	59.00	$16.27	$959.93
11	6" SDR26 Sewer Cap	62.00	0.00	62.00	EA	19.00	1.00	20.00	42.00	$6.41	$269.22
12	Cast Iron Sewer Cleanout Plugs	62.00	0.00	62.00	EA	19.00	1.00	20.00	42.00	$85.00	$3,570.00
13	24" Round Concrete Valve Box Pad	62.00	0.00	62.00	EA	19.00	1.00	20.00	42.00	$11.50	$483.00
14	30" x 6" Inserta Tee	62.00	0.00	62.00	EA	19.00	1.00	20.00	42.00	$95.60	$4,015.20
15	3/4" HDPE SDR9 CTS Service Tubing	1,000.00	0.00	1,000.00	LF	0.00	0.00	0.00	1,000.00	$0.21	$210.00
16	3/4" Corp Stop	30.00	0.00	30.00	EA	0.00	0.00	0.00	30.00	$28.21	$846.30
17	3/4" Curb Stop	30.00	0.00	30.00	EA	0.00	0.00	0.00	30.00	$38.84	$1,165.20
18	3/4" Plastic Insert for CTS	60.00	0.00	60.00	EA	0.00	0.00	0.00	60.00	$0.24	$14.40
19	12" Corrugated HDPE Pipe	80.00	0.00	80.00	LF	0.00	20.00	20.00	60.00	$5.02	$301.20
20	15" Corrugated HDPE Pipe	20.00	0.00	20.00	LF	0.00	0.00	0.00	20.00	$6.76	$135.20
21	18" Corrugated HDPE Pipe	60.00	0.00	60.00	LF	0.00	0.00	0.00	60.00	$9.36	$561.60
22	4" x 3/4" Service Saddle	10.00	0.00	10.00	EA	0.00	0.00	0.00	10.00	$57.51	$575.10
23	6" x 3/4" Service Saddle	10.00	0.00	10.00	EA	0.00	0.00	0.00	10.00	$58.34	$583.40
24	8" x 3/4" Service Saddle	10.00	0.00	10.00	EA	0.00	0.00	0.00	10.00	$70.45	$704.50
25	SMH 17: 96" Dia. Precast Manhole (22-24' Depth)	1.00	0.00	1.00	EA	1.00	0.00	1.00	0.00	$10,803.80	$0.00
26	SMH B677, 14, 13: 60" Dia. Precast Manhole (22-24' Depth)	3.00	0.00	3.00	EA	3.00	0.00	3.00	0.00	$4,432.92	$0.00
27	SMH 12: 60" Dia. Precast Manhole (20-22' Depth)	1.00	0.00	1.00	EA	1.00	0.00	1.00	0.00	$3,726.17	$0.00
28	SMH 11: 96" Dia. Precast DH Manhole (16-18' Depth)	1.00	0.00	1.00	EA	1.00	0.00	1.00	0.00	$7,153.40	$0.00
29	SMH 08: 96" Dia. Precast DH Manhole (14-16' Depth)	1.00	0.00	1.00	EA	0.00	0.75	0.75	0.25	$6,402.91	$1,600.73
29	24" Class III RCP	40.00	0.00	40.00	LF	32.00	0.00	32.00	8.00	$21.98	$175.84
30	30" Class III RCP	112.00	0.00	112.00	LF	104.00	0.00	104.00	8.00	$31.73	$253.84
31	18" Ductile Iron Pipe	200.00	0.00	200.00	LF	0.00	0.00	0.00	200.00	$65.90	$13,180.00
32	30" Ductile Iron Pipe	160.00	0.00	160.00	LF	160.00	0.00	160.00	0.00	$123.59	$0.00
33	Aluminum Hatch @ Lift Station	1.00	0.00	1.00	EA	1.00	0.00	1.00	0.00	$763.14	$0.00
34	6" Ductile Iron Pipe -- Timothy Water Line	1.00	0.00	1.00	LS	0.75	0.25	100%	0%	$13,921.72	$0.00
35	Fittings & Appurt. - for Timothy Water Line	1.00	0.00	1.00	LS	0.75	0.25	100%	0%	$11,121.03	$0.00
									TOTAL VALUE MATERIAL ON HAND:		$168,690.22

City of Hattiesburg
2013 Sewer & Water Bond
Summary of Payments
As of January 19, 2016

Project Name	Payments by Project This Requisition	Payments to Date from This Bond
1500 GPM Water Well @ Plant No 1	1,502.37	21,079.74
18" Sewer Trunk Lines		1,396,821.16
Clear Sewer ROW & Easements		28,222.50
Comprehensive Sanitary Sewer Study Task 1		6,300.00
Construction of Drying Bed at North Lagoon		18,000.00
Hwy 98 Booster Station		43,522.75
Hwy 98 Elevated Water Tank		113,226.30
Hwy 98 Fire Lines		48,652.50
Inflow and Infiltration Study		3,474,361.09
James St Water Well # 3		629,887.99
No-Discharge Wastewater Treatment System		292,127.60
NS Task 10 South Lagoon Sampling		2,968.12
NS Task 7 Wastewater Treatment Phase A		3,271,830.52
NS Task 7 WWTP Phase B Final Design		1,894,425.82
NS Task 8 WWTP Access Road & Site Design2		243,271.40
NS Task 9 WWTP Land Application Mgt		34,369.75
Providence Sewer Repair		62,172.00
Sewer Improvements Ph I		123,469.75
Sewer Improvements Ph II		259,327.58
Sewer Improvements Ph III		504,373.26
Sewer Improvements Ph IV		2,690.00
Sewer Improvements Ph V		90,547.50
Sewer Improvements Ph VII	109,719.09	1,495,321.35
Veteran's Blvd Water Connector	85,355.34	1,555,895.52
Water Improvements Ph I		115,051.65
Water Improvements Ph II		216,839.33
Water Improvements Ph III	70,912.04	855,028.31
Water Improvements Ph IV	3,300.00	74,682.50
Water Improvements Ph V	7,777.50	12,745.00
Water Line Old 98 & Runnels Rd	150.00	276,070.35
Wesley Water Well # 2		17,277.50
WTP #2 Filter #6 Repairs		110,863.40
Grand Total	278,716.34	17,291,422.24

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)

City of Hattiesburg, MS

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

Master

File Number: 2015-396

File ID:	2015-396	**Type:**	Resolution	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	01/08/2016
Brief Title:	TAP application to construct Bicycle & Pedestrian Improvements			**Final Action:**	01/19/2016
				Minute Book Number:	MB2016-16

Title:

Adopt a Resolution to authorize and approve the Mayor to apply for funding approval of Transportation Alternatives Program (TAP) to construct Bicycle and Pedestrian Improvements for Hattiesburg, MS; and execute certification document for same.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bicycle & Pedestrian Improvements Resolution, Bicycle & Pedestrians TAP, Bicycle Pedestrians Budget form, Bicycle Pedestrians Project application, Bicycle Pedestrians certification letter, Bicycle Pedestrians cover letter, executed Bicycle & Pedestrian Improvements Resolution RES#2016-12	**Enactment Number:**	
Contact:		**Meeting Date:**	01/19/2016
Drafter:	Janet Beech	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/19/2016	Adopt				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to Adopt a Resolution to authorize and approve the Mayor to apply for funding approval of Transportation Alternatives Program (TAP) to construct Bicycle and Pedestrian Improvements for Hattiesburg, MS; and execute certification document for same.

Council member Carroll asked for an explanation; Mayor DuPree stated that this is a $500,000 grant application to help fund construction of Bicycle and Pedestrian Improvements from Adeline Street to 17th Avenue. Mr. Rutland provided additional details on the construction routes.

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

Yeas: 4 - Delgado, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Bradley

Yea:	4	Council Member Delgado
		Council Member Carroll
		Council Member Dryden
		Council Member Naylor
ΓEL-No Vote:	0	

Text of Legislative File 2015-396

Title

Adopt a Resolution to authorize and approve the Mayor to apply for funding approval of Transportation Alternatives Program (TAP) to construct Bicycle and Pedestrian Improvements for Hattiesburg, MS; and execute certification document for same.

Summary

Adopt a Resolution to authorize and approve the Mayor to apply for funding approval of Transportation Alternatives Program (TAP) to construct Bicycle and Pedestrian Improvements for Hattiesburg, MS along 17th Avenue between Adeline Street and Mamie Street, along Adeline Street between 16th Avenue and 18th Avenue, and a pedestrian bridge across Gordon's Creek at 17th Avenue; and execute certification document for same.

RESOLUTION

WHEREAS, The City of Hattiesburg has been invited to apply for funding approval of a Transportation Alternative Program (TAP) project through the Mississippi Transportation Commission; and

WHEREAS, The City of Hattiesburg proposes to construct Bicycle and Pedestrian Improvements for Hattiesburg, Mississippi along 17th Avenue between Adeline Street and Mamie Street, along Adeline Street between 15th Avenue and 19th Avenue, and a pedestrian bridge across Gordon's Creek at 17th Avenue at an estimated total project cost of $505,440 .00; and

WHEREAS, this project is eligible for 80% funding under the Transportation Alternatives Program (TAP) Program; and

WHEREAS, there are no known foreseeable legal impediments that exist that would prohibit the completion of the project; and,

NOW, THEREFORE, BE IT RESOLVED by the City of Hattiesburg, Mississippi:

1. Mayor Johnny L. DuPree, Ph.D., be authorized to apply for funding approval of a Transportation Alternatives Program (TAP) for Bicycle and Pedestrian Improvements along 17th Avenue, Adeline Street, and Gordon's Creek at 17th Avenue.

2. Mayor Johnny L. DuPree, Ph.D., be authorized to execute a certification document that no known foreseeable legal impediment exists that would prohibit completion of the project.

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 vote, to-wit:

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

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the_____day of _____, 2016.

(SEAL)

ATTEST:

_____ _____

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the_____day of_____, 2016.

ATTEST:

_____ _____

CITY CLERK **MAYOR**

COVER

BICYCLE AND PEDESTRIAN IMPROVEMENTS
SOUTH 17TH AVENUE PATHWAY/ ADELINE STREET SIDEWALK

FOR THE CITY OF HATTIESBURG
HATTIESBURG, MS

TRANSPORTATION ALTERNATIVES PROGRAM (TAP)
MOVING AHEAD FOR PROGRESS IN THE 21ST CENTURY (MAP-21)
SUBMITTED JANUARY, 2016

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TRANSPORTATION ALTERNATIVES
PROJECT APPLICATION

DATE:

January 29, 2016

APPLICANT/LPA: (City, Town, College, etc.)

City of Hattiesburg

CONTACT PERSON: (LPA Official, City Engineer, Public Works Director, etc.)

Name: Lamar Rutland	**Title:** Director of Engineering

ADDRESS:

212 West Front St.		
City: Hattiesburg	**State:** MS	**Zip:** 39401

TELEPHONE NUMBER:
(601) 545-4640

EMAIL ADDRESS
lrutland@hattiesburgms.com

PROJECT DESCRIPTION:

This project contains Bicycle and Pedestrian Improvements for Hattiesburg, Mississippi. The proposed 17th Avenue pathway will be along 17th Avenue between Adeline Street and Mamie Street. The proposed Adeline Street sidewalk will be along Adeline Street between 16th Avenue and 18th Avenue. A pedestrian bridge will cross Gordon's Creek at 17th Avenue.

Projected Project Costs	**FEDERAL SHARE*** 80% of Total Project Cost	**LPA SHARE** 20% Local Fund Match	**TOTAL**
	$ 375,552.00	$ 93,888.00	$ 469,440.00
***Maximum Federal Share = 80% of Total Cost**			

LPA Official Signature: _____

Title: _____

Revised: 10/30/2014

Transportation Alternative Project (TAP) Application Budget Form

1.Date: January 29, 2016 2. County: Forrest

3. Applicant: City of Hattiesburg (Local Public Agency) 4. DUNS # 079448130

5. Address: 212 West Front St. 6. Phone: 601-545-4640

7. Project Type: ☒ TAP ☐ SRTS (additional information required)

8. Project Location Zip+4 Digit Extension 39401-7403

9. Rails Crossing in Project: ☐ Yes ☒ No

10. ROW Required: ☐ Yes ☒ No Estimated Parcels: _____

11. Utilities in Conflict: ☐ Yes ☒ No List all known: None at this time

12. Special Match Credit to be requested:

a. ☐ PE Services Only ☐ ROW Services Only ☐ Both Services

13. Estimated Project Cost and Project Funding:

ESTIMATED PROJECT COST	TOTAL
PE and Design Costs	$36,000.00
Right-of-Way (ROW) Costs	NA
Other Costs	NA
Sub-total PE & ROW	$36,000.00
Construction Costs	$391,200.00
Construction Engineering (10% Const.Cost)	$39,120.00
Testing (5% Const. Cost)	$19,560.00
Contingency (5% Const Cost)	$19,560.00
Sub-total Construction Cost	$469,440.00
TOTAL PROJECT COST	$505,440.00

CONSTRUCTION PHASE FUNDING	
Requested LPA Federal Aid Funds	
Federal Share	$375,552.00
Local Share	$93,888.00
Total	$469,440.00

Federal Share should be 80% of sub-total construction unless seeking Special Match and then Federal Share should be 80% of total project cost. The final amount of Federal money awarded may or may not be the amount requested.

This form shall be included in all applications and will be used in the ultimate determination of Federal funds awarded.

14. SUBMITTED BY:

Applicant: _____ (Signature) Title: Director of Engineering (Mayor, Pres. Board Supervisors, Agency Head)

DESCRIPTION OF PROJECT

DESCRIPTION OF PROPOSED PROJECT

HISTORY & BACKGROUND

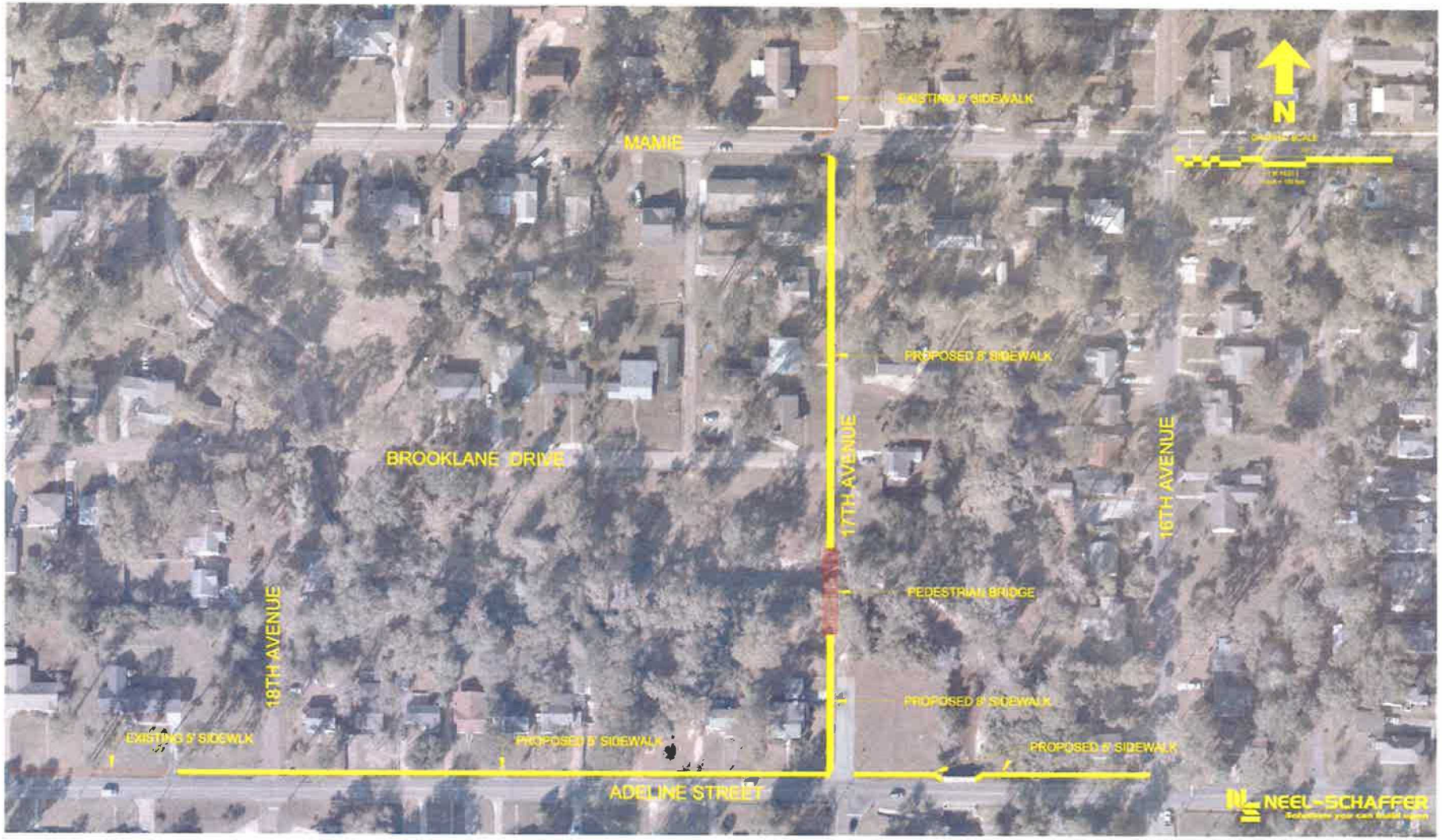
The City of Hattiesburg was incorporated in 1884 with a population of approximately 400. Transportation has always played a key role in the growth and character of Hattiesburg. The City is known as the "Hub City" because it is located at the intersections of Interstate 59 and U.S. Highways 49, 98 and 11. Also in 1884, the railroad, known as the Southern Railway System, was built from Meridian through Hattiesburg to New Orleans. In 1897, the completion of the Gulf and Ship Island Railroad from Gulfport to Jackson, now part of the Illinois Central System, ran through Hattiesburg and ushered in the lumber boom. The City has seen consistent growth to present day and was designated a Metropolitan Statistical Area in 1994 with a combined metropolitan population of more than 100,000 residents.

Hattiesburg has seen a resurgence of within the last few years do to successful revitalization projects within the downtown area and continued interest and expansion of the Longleaf Trace. William Carey University has offered higher education in Hattiesburg since 1906. Hattiesburg also boasts wonderful retail and recreation areas.

PROJECT SUMMARY

The overall goal of this project is to create a safe and more attractive way for pedestrians and cyclists to move along Adeline Street and 17th Avenue. As noted on the following page in Exhibit 1, the project will include an 8' concrete sidewalk along S. 17th Street and a 5' sidewalk along Adeline Street. The 8' sidewalk along S. 17th Street will run from Adeline Street to Mamie Street and connect with an existing 8' sidewalk at Mamie Street. This will connect the neighborhood with Kamper Park and the Hattiesburg Zoo. This stretch of pedestrian pathway will include a pedestrian bridge over Gordon's Creek. The 5' sidewalk along Adeline Street will run from 18th Avenue to 16th Avenue and will connect with an existing 5' sidewalk at 18th Avenue. The entire project will connect to a completed phase of the Gordon's Creek Linear Park and future section of the Longleaf Trace.

CONCEPT PLAN



EXISTING PHOTOS



EXISTING VIEW – ADELINE STREET
Parkhaven Neighborhood sign



EXISTING VIEW – ADELINE STREET AT 18TH AVENUE
View to the West at sidewalk connection point

EXISTING PHOTOS



EXISTING VIEW – ADELINE STREET AT 16TH AVENUE
View to the West- Sidewalk will end here



EXISTING VIEW – 17TH STREET AT MAMIE STREET
View to the North – sidewalk connection to Kamper Park / Hattiesburg Zoo

EXISTING PHOTOS



EXISTING VIEW – 17th STREET AT GORDON'S CREEK
View to the North at proposed pedestrian bridge over Gordon's Creek



EXISTING VIEW – S 17TH AVENUE AT ADELINE STREET
View to the North- both sidewalks will cross here
-Potential connection point to Cloverleaf Mall for future projects

EVIDENCE OF ELIGIBILITY

EVIDENCE OF ELIGIBILITY

The Bicycle and Pedestrian Improvements Project –South 17th Street Pathway/ Adeline Street Sidewalk- is eligible under the following categories identified by the grant:

a. Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990.
b. Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.

The end result will be a project that accommodates variety and inclusion in the City's transportation network and improves the aesthetics of the surrounding area.

BENEFITS OF PROJECT

The benefits offered by the Bicycle and Pedestrian Improvements Project – South 17th Street Pathway/ Adeline Street Sidewalk are numerous and desired by City residents. The completed project will create access to key nodes of activity within the City such as Kamper Park and The Hattiesburg Zoo from neighborhoods such as Parkhaven, Audubon-Westwood and Kamper-Avenues.

The S 17th Avenue path will also connect to other planned projects and connect to, Hardy Street Corridor, Gordon's Creek Pathway, Jaycee Park, Hattiesburg High School and the Longleaf Trace.

The pedestrian infrastructure along S 17th Street will provide a potential connection with Cloverleaf Mall for a future project option.

MAINTENANCE PLAN

The maintenance for all improvements within the project area will be handled by the Grounds and Maintenance Department of the City of Hattiesburg. The estimated annual cost of maintenance to include mowing, mulching and occasional watering will be approximately $5,000.00. The cost will be derived from the City of Hattiesburg's General Fund.

ENVIRONMENTAL REVIEW

ENVIRONMENTAL REVIEW

The Bicycle and Pedestrian Improvements Project – S. 17th Avenue Pathway/ Adeline Street Sidewalk is situated in various public property right-of-ways in central Hattiesburg, MS.

An environmental assessment was completed as follows:

Historic Properties – No impact anticipated

Floodplain Management – Zone AE

Coastal Areas Protection Management – See Forrest County Environmental Sensitivity Map (Not applicable)

Water Quality – Not in Sole Source Aquifer Region

Endangered Species – No impact anticipated

Wild and Scenic Rivers – Not applicable

Air Quality – No impact

Farmlands Protection –No prime or unique farmlands will be converted by the project

Noise – Some noise during construction

Runway Clear Zones – Not applicable

Thermal and Explosive Hazards – Not applicable

Solid Waste Disposal – Illegally dumped waste, if found, will be disposed of in accordance with State & Federal Regulations

Fish and Wildlife – No impacted anticipated

Environmental Justice – Environmental Justice Statement of Compliance will be adopted

BUDGET

PRELIMINARY BUDGET

ITEM	ESTIMATED COST
Construction Items Total	$386,200.00
Mobilization	$5,000.00

1	CONSTRUCTION COST	= $391,200.00
2	CONSTRUCTION ENGINEERING (10%)	= $39,120.00
3	TESTING (5%)	= $19,560.00
4	CONTINGENCY (5%)	= $19,560.00
5	TOTAL CONSTRUCTION COST	= $469,440.00
6	PE AND DESIGN COSTS TO BE PAID BY CITY	= $36,000.00
7	**TOTAL PROJECT COST**	**= $505,440.00**

FEDERAL SHARE OF CONSTRUCTION COSTS (80% OF LINE 5) = $375,552.00

CITY SHARE OF CONSTRUCTION COSTS (20% OF LINE 5) = $93,888.00
PE AND DESIGN COSTS TO BE PAID BY CITY (LINE 6) = $36,000.00

TOTAL PARTICIPATION BY CITY = $129,888.80

BUDGET PREPARED DECEMBER 2016

IMPLEMENTATION SCHEDULE

PROPOSED SCHEDULE

ACTIVITY	TENTATIVE SCHEDULE DATE
ANNOUNCEMENT OF FUNDED PROJECT BY MDOT (EST.)	MARCH 2016
SUBMIT PLANS, SPECIFICATIONS & COST ESTIMATE TO MDOT	JULY 2016
MDOT AUTHORIZATION TO PROCEED WITH PROJECT	OCTOBER 2016
ADVERTISEMENT OF PROJECT	FEBRUARY 2017
RECEIVE BIDS FOR CONSTRUCTION	MARCH 2017
BEGIN CONSTRUCTION	AUGUST 2017
COMPLETE CONSTRUCTION	DECEMBER 2017
PROJECT CLOSE-OUT	JANUARY 2018

LEGAL & COMPLIANCE CERTIFICATION - RESOLUTION

Johnny L. DuPree, Ph.D.
Mayor

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

January 29, 2016

LPA Division, Room 4014
MDOT Administration Building
Attn: Jeff Altman, P.E., State Engineer for Local Public Agencies
401 North West Street
Jackson, MS 39215-1850

REFERENCE: TRANSPORTATION ALTERNATIVES PROJECT APPLICATION FOR BICYCLE AND PEDESTRIAN IMPROVEMENTS: SOUTH 17TH AVENUE PATHWAY/ ADELINE STREET SIDEWALK

Dear Mr. Altman:

This is to certify that there are no known foreseeable legal impediments that would prohibit completion of this project, contemplated by the referenced application, and that the project complies with all applicable codes and/or regulations required for its completion.

Attached is a copy of the City's resolution authorizing the project. If you need additional information, please contact me at 601-545-4501. Thank you for your time and consideration of this application.

Sincerely,

CITY OF HATTIESBURG

Johnny L. DuPree, Ph.D.
Mayor

Enclosures

RESOLUTION

WHEREAS, The City of Hattiesburg has been invited to apply for funding approval of a Transportation Alternative Program (TAP) project through the Mississippi Transportation Commission; and

WHEREAS, The City of Hattiesburg proposes to construct Bicycle and Pedestrian Improvements for Hattiesburg, Mississippi along 17th Avenue between Adeline Street and Mamie Street, along Adeline Street between 16th Avenue and 18th Avenue, and a pedestrian bridge across Gordon's Creek at 17th Avenue at an estimated total project cost of $505,440.00; and

WHEREAS, this project is eligible for 80% funding under the Transportation Alternatives Program (TAP) Program; and

WHEREAS, there are no known foreseeable legal impediments that exist that would prohibit the completion of the project; and,

NOW, THEREFORE, BE IT RESOLVED by the City of Hattiesburg, Mississippi:

1. Mayor Johnny L. DuPree, Ph.D., be authorized to apply for funding approval of a Transportation Alternatives Program (TAP) for Bicycle and Pedestrian Improvements along 17th Avenue, Adeline Street, and Gordon's Creek at 17th Avenue.

2. Mayor Johnny L. DuPree, Ph.D., be authorized to execute the Memorandum of Understanding.

3. Mayor Johnny L. DuPree, Ph.D., be authorized to execute a certification document that no known foreseeable legal impediment exists that would prohibit completion of the project.

SO ORDERED, this _____ day of _____, 20___.

(SEAL)

ATTEST:

_____

Mayor Johnny L. DuPree, Ph.D.

THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

hereby recognizes

Lamar Rutland

City of Hattiesburg

for completing 7 Professional Development Hours during

The Local Public Agency Process

Training & Certification

SEPTEMBER 16, 2014

DATE CERTIFICATE VALID FOR TWO YEARS FROM DATE OF ISSUE

Shirley Johnson

SHIRLEY JOHNSON
MS LTAP DIRECTOR

LETTERS OF SUPPORT



Pearl & Leaf Rivers Rails-to-Trails Recreational District

Longleaf Trace

A National Recreation Trail

December 16, 2014

Mayor Johnny L. DuPree, Ph.D.
P.O. Box 1898
Hattiesburg, MS 39403-1898

REFERENCE: **TRANSPORTATION ALTERNATIVES PROJECT APPLICATION BICYCLE AND PEDESTRIAN IMPROVEMENTS – SOUTH 17 AVE. PATHWAY/ ADELINE ST. SIDEWALK**

Dear Mayor DuPree:

Please be advised that I fully support The City of Hattiesburg's Grant Application for Bicycle and Pedestrian Improvements through the MDOT's Transportation Alternatives Grant Program.

This project will create a safe, functional and attractive way for pedestrians and cyclists to move along S. 17th Ave. and Adeline St. The project will also continue the pedestrian infrastructure improvements within the City of Hattiesburg. The completed project will connect with the existing pedestrian network which will provide a future connection to the Longleaf Trace Rails-to-Trails and many other activity nodes within the City.

The awarding of this grant will further continue the efforts of the City of Hattiesburg to provide a transportation network that is conducive to all users.

Sincerely,

James Lynn Cartlidge
President, Board of Directors

Board of Directors

Johnny Kerley, Vice President
Town of Bassfield

Dale Lucus, Secretary
Lamar County

Gerolene Rayborn, Treasurer
Town of Sumrall

Lynn Cartlidge, President
Forrest County

Charles Dumas
Town of Prentiss

Charles Reid
Jeff Davis County

Ginger Maddox
City of Hattiesburg

"The Longleaf Trace, a joint economic development project providing multiple recreational opportunities while improving our quality of life."

December 18, 2014

Moore's Bike Shop

Mayor Johnny L. DuPree, Ph.D.
P.O. Box 1898
Hattiesburg, MS 39403-1898

REFERENCE: **TRANSPORTATION ALTERNATIVES PROJECT APPLICATION BICYCLE AND PEDESTRIAN IMPROVEMENTS – SOUTH 17TH AVENUE PATHWAY/ ADELINE STREET SIDEWALK**

Dear Mayor DuPree:

Please be advised that I fully support The City of Hattiesburg's Grant Application for Bicycle and Pedestrian Improvements through the MDOT's Transportation Alternatives Grant Program.

This project will create a safe, functional and attractive way for pedestrians and cyclists to move along S. 17th Avenue and Adeline Street. The project will also continue the pedestrian infrastructure improvements within the City of Hattiesburg. The completed project will connect with the existing pedestrian network which will provide a future connection to the Longleaf Trace Rails-to-Trails and many other activity nodes within the City.

The awarding of this grant will further continue the efforts of the City of Hattiesburg to provide a transportation network that is conducive to all users.

As owner of Moore's Bicycle Shop, Inc., I have experienced significant improvements in my ability to offer employment and generate additional tax revenue as a direct result of previous bicycle and pedestrian investments in Hattiesburg.

Following the completion of the Longleaf Trace in 2000, my small business was transformed from a one man with one part time employee operation to a business that employs 4 full time and 3 part time workers. Most of these workers are students paying for their education through the local universities.

The increased business that directly resulted from the opening of the Longleaf Trace in September of 2000 has resulted in the following direct economic benefits to date;

*An **additional** $265,000 in sales tax has been generated by the sales volume increase prior to the trail opening. Over $47,000 of that sales tax was returned to the City of Hattiesburg.

*An **additional** $96,000 in property taxes (school, city, county) has been generated by the sales increase.

*An **additional** $900,000 in payroll has been generated by the sales increase due to the Longleaf Trace.

Total combined increases in property tax, sales tax, and payroll experienced at my small business as a direct result of cycling infrastructure improvements from 2000 to the present exceed $1,261,000.
(Substantiation of these figures will gladly be made available upon request)

Sincerely,
James Moore
CEO, Moore's Bicycle Shop, Inc. Cell – 601-549-2392 1607 Hardy St., Hattiesburg, MS 39401

James Moore

Revised: 10/30/2014

Transportation Alternative Project (TAP) Application Budget Form

1.Date: January 29, 2016 2. County: Forrest

3. Applicant: City of Hattiesburg (Local Public Agency) 4. DUNS # 079448130

5. Address: 212 West Front St. 6. Phone: 601-545-4640

7. Project Type: ☉ TAP ☐ SRTS (additional information required)

8. Project Location Zip+4 Digit Extension 39401-7403

9. Rails Crossing in Project: ☐ Yes ☉ No

10. ROW Required: ☐ Yes ☉ No Estimated Parcels: _____

11. Utilities in Conflict: ☐ Yes ☉ No List all known: None at this time

12. Special Match Credit to be requested:

a. ☐ PE Services Only ☐ ROW Services Only ☐ Both Services

13. Estimated Project Cost and Project Funding:

ESTIMATED PROJECT COST	TOTAL
PE and Design Costs	$36,000.00
Right-of-Way (ROW) Costs	NA
Other Costs	NA
Sub-total PE & ROW	$36,000.00
Construction Costs	$391,200.00
Construction Engineering (10% Const.Cost)	$39,120.00
Testing (5% Const. Cost)	$19,560.00
Contingency (5% Const Cost)	$19,560.00
Sub-total Construction Cost	$469,440.00
TOTAL PROJECT COST	$505,440.00

CONSTRUCTION PHASE FUNDING	
Requested LPA Federal Aid Funds	
Federal Share	$375,552.00
Local Share	$93,888.00
Total	$469,440.00

Federal Share should be 80% of sub-total construction unless seeking Special Match and then Federal Share should be 80% of total project cost. The final amount of Federal money awarded may or may not be the amount requested.

This form shall be included in all applications and will be used in the ultimate determination of Federal funds awarded.

14. SUBMITTED BY:

Applicant: _____ (Signature) Title: Director of Engineering (Mayor, Pres. Board Supervisors, Agency Head)

TRANSPORTATION ALTERNATIVES
PROJECT APPLICATION

DATE:

January 29, 2016

APPLICANT/LPA: (City, Town, College, etc.)

City of Hattiesburg

CONTACT PERSON: (LPA Official, City Engineer, Public Works Director, etc.)

Name: Lamar Rutland	**Title:** Director of Engineering

ADDRESS:

212 West Front St.		
City: Hattiesburg	**State:** MS	**Zip:** 39401

TELEPHONE NUMBER:
(601) 545-4640

EMAIL ADDRESS
lrutland@hattiesburgms.com

PROJECT DESCRIPTION:

This project contains Bicycle and Pedestrian Improvements for Hattiesburg, Mississippi. The proposed 17th Avenue pathway will be along 17th Avenue between Adeline Street and Mamie Street. The proposed Adeline Street sidewalk will be along Adeline Street between 16th Avenue and 18th Avenue. A pedestrian bridge will cross Gordon's Creek at 17th Avenue.

Projected Project Costs	**FEDERAL SHARE*** 80% of Total Project Cost	**LPA SHARE** 20% Local Fund Match	**TOTAL**
	$ 375,552.00	$ 93,888.00	$ 469,440.00
***Maximum Federal Share = 80% of Total Cost**			

LPA Official Signature: _____

Title: _____

Johnny L. DuPree, Ph.D.
Mayor

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

January 29, 2016

LPA Division, Room 4014
MDOT Administration Building
Attn: Jeff Altman, P.E., State Engineer for Local Public Agencies
401 North West Street
Jackson, MS 39215-1850

REFERENCE: TRANSPORTATION ALTERNATIVES PROJECT APPLICATION FOR BICYCLE AND PEDESTRIAN IMPROVEMENTS: SOUTH 17TH AVENUE PATHWAY/ ADELINE STREET SIDEWALK

Dear Mr. Altman:

This is to certify that there are no known foreseeable legal impediments that would prohibit completion of this project, contemplated by the referenced application, and that the project complies with all applicable codes and/or regulations required for its completion.

Attached is a copy of the City's resolution authorizing the project. If you need additional information, please contact me at 601-545-4501. Thank you for your time and consideration of this application.

Sincerely,

CITY OF HATTIESBURG

Johnny L. DuPree, Ph.D.
Mayor

Enclosures

Johnny L. DuPree, Ph.D.
Mayor

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

January 29, 2016

LPA Division, Room 4014
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Attn: Jeff Altman, P.E., State Engineer for Local Public Agencies
401 North West Street
Jackson, MS 39215-1850

REFERENCE: TRANSPORTATION ALTERNATIVES PROJECT APPLICATION FOR BICYCLE AND PEDESTRIAN IMPROVEMENTS – SOUTH 17TH AVENUE PATHWAY/ ADELINE STREET SIDEWALK

Dear Mr. Altman:

Enclosed is the City of Hattiesburg's Transportation Alternatives Project Application for the construction of pedestrian and bicycle improvements to connect the surrounding neighborhoods and provide a safe and attractive way for pedestrians and cyclists to move down Adeline Street and 17th Avenue. This application will demonstrate the importance of this project and its ability to improve the functionality and transportation network within the City of Hattiesburg.

The City of Hattiesburg's goal for its transportation network is to provide safe, secure and healthful transportation infrastructure. I feel the approval and construction of this project would help achieve our goals of continuing to provide for the residents and visitors of the City of Hattiesburg.

If you need any additional information, please call me at 601-545-4501. Thank you for your time and consideration of this application.

Sincerely,

CITY OF HATTIESBURG

Johnny L. DuPree, Ph.D.
Mayor

Enclosures

RESOLUTION

WHEREAS, The City of Hattiesburg has been invited to apply for funding approval of a Transportation Alternative Program (TAP) project through the Mississippi Transportation Commission; and

WHEREAS, The City of Hattiesburg proposes to construct Bicycle and Pedestrian Improvements for Hattiesburg, Mississippi along 17th Avenue between Adeline Street and Mamie Street, along Adeline Street between 15th Avenue and 19th Avenue, and a pedestrian bridge across Gordon's Creek at 17th Avenue at an estimated total project cost of $505,440 .00; and

WHEREAS, this project is eligible for 80% funding under the Transportation Alternatives Program (TAP) Program; and

WHEREAS, there are no known foreseeable legal impediments that exist that would prohibit the completion of the project; and,

NOW, THEREFORE, BE IT RESOLVED by the City of Hattiesburg, Mississippi:

1. Mayor Johnny L. DuPree, Ph.D., be authorized to apply for funding approval of a Transportation Alternatives Program (TAP) for Bicycle and Pedestrian Improvements along 17th Avenue, Adeline Street, and Gordon's Creek at 17th Avenue.

2. Mayor Johnny L. DuPree, Ph.D., be authorized to execute a certification document that no known foreseeable legal impediment exists that would prohibit completion of the project.

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

YEAS: Delgado, Carroll, Dryden, Naylor **NAYS:** None **ABSENT:** Bradley

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 19th day of January, 2016.

(SEAL)

ATTEST:

Debra K Bernardo

CLERK OF COUNCIL

VICE **PRESIDENT**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 19th day of January, 2016.

ATTEST:

CITY CLERK

MAYOR

Johnny L. DuPree, Ph.D.
Mayor

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

January 29, 2016

LPA Division, Room 4014
MDOT Administration Building
Attn: Jeff Altman, P.E., State Engineer for Local Public Agencies
401 North West Street
Jackson, MS 39215-1850

REFERENCE: TRANSPORTATION ALTERNATIVES PROJECT APPLICATION FOR BICYCLE AND PEDESTRIAN IMPROVEMENTS – SOUTH 17TH AVENUE PATHWAY/ ADELINE STREET SIDEWALK

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The City of Hattiesburg's goal for its transportation network is to provide safe, secure and healthful transportation infrastructure. I feel the approval and construction of this project would help achieve our goals of continuing to provide for the residents and visitors of the City of Hattiesburg.

If you need any additional information, please call me at 601-545-4501. Thank you for your time and consideration of this application.

Sincerely,

CITY OF HATTIESBURG

Johnny L. DuPree, Ph.D.
Mayor

Enclosures

Johnny L. DuPree, Ph.D.
Mayor

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

January 29, 2016

LPA Division, Room 4014
MDOT Administration Building
Attn: Jeff Altman, P.E., State Engineer for Local Public Agencies
401 North West Street
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REFERENCE: TRANSPORTATION ALTERNATIVES PROJECT APPLICATION FOR BICYCLE AND PEDESTRIAN IMPROVEMENTS: SOUTH 17TH AVENUE PATHWAY/ ADELINE STREET SIDEWALK

Dear Mr. Altman:

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Attached is a copy of the City's resolution authorizing the project. If you need additional information, please contact me at 601-545-4501. Thank you for your time and consideration of this application.

Sincerely,

CITY OF HATTIESBURG

Johnny L. DuPree, Ph.D.
Mayor

Enclosures

TRANSPORTATION ALTERNATIVES
PROJECT APPLICATION

DATE:

January 29, 2016

APPLICANT/LPA: (City, Town, College, etc.)

City of Hattiesburg

CONTACT PERSON: (LPA Official, City Engineer, Public Works Director, etc.)

Name: Lamar Rutland	Title: Director of Engineering

ADDRESS:

212 West Front St.		
City: Hattiesburg	State: MS	Zip: 39401

TELEPHONE NUMBER:
(601) 545-4640

EMAIL ADDRESS
lrutland@hattiesburgms.com

PROJECT DESCRIPTION:

This project contains Bicycle and Pedestrian Improvements for Hattiesburg, Mississippi. The proposed 17th Avenue pathway will be along 17th Avenue between Adeline Street and Mamie Street. The proposed Adeline Street sidewalk will be along Adeline Street between 16th Avenue and 18th Avenue. A pedestrian bridge will cross Gordon's Creek at 17th Avenue.

Projected Project Costs	FEDERAL SHARE* 80% of Total Project Cost	LPA SHARE 20% Local Fund Match	TOTAL
	$ 375,552.00	$ 93,888.00	$ 469,440.00
*Maximum Federal Share = 80% of Total Cost			

LPA Official Signature: Lamar Rutland

Title:

Revised: 10/30/2014

Transportation Alternative Project (TAP) Application Budget Form

1.Date: January 29, 2016 2. County: Forrest

3. Applicant: City of Hattiesburg (Local Public Agency) 4. DUNS # 079448130

5. Address: 212 West Front St. 6. Phone: 601-545-4640

7. Project Type: ☒ TAP ☐ SRTS (additional information required)

8. Project Location Zip+4 Digit Extension 39401-7403

9. Rails Crossing in Project: ☐ Yes ☒ No

10. ROW Required: ☐ Yes ☒ No Estimated Parcels: _____

11. Utilities in Conflict: ☐ Yes ☒ No List all known: None at this time

12. Special Match Credit to be requested:

a. ☐ PE Services Only ☐ ROW Services Only ☐ Both Services

13. Estimated Project Cost and Project Funding:

ESTIMATED PROJECT COST	TOTAL
PE and Design Costs	$36,000.00
Right-of-Way (ROW) Costs	NA
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Sub-total PE & ROW	$36,000.00
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14. SUBMITTED BY:

Applicant: _____ (Signature) Title: Director of Engineering (Mayor, Pres. Board Supervisors, Agency Head)

COVER

BICYCLE AND PEDESTRIAN IMPROVEMENTS
SOUTH 17TH AVENUE PATHWAY/ ADELINE STREET SIDEWALK

FOR THE CITY OF HATTIESBURG
HATTIESBURG, MS

TRANSPORTATION ALTERNATIVES PROGRAM (TAP)
MOVING AHEAD FOR PROGRESS IN THE 21ST CENTURY (MAP-21)
SUBMITTED JANUARY, 2016

TABLE OF CONTENTS

TABLE OF CONTENTS

TRANSPORTATION ALTERNATIVES PROGRAM PROJECT APPLICATION

PROGRAM APPLICATION FORM

ATTACHMENT A :	DESCRIPTION OF PROJECT
ATTACHMENT B :	CONCEPT PLAN & EXISTING PHOTOS
ATTACHMENT C :	EVIDENCE OF ELIGIBILITY BENEFITS OF PROJECT MAINTENANCE PLAN
ATTACHMENT D :	ENVIRONMENTAL REVIEW
ATTACHMENT E :	PRELIMINARY BUDGET
ATTACHMENT F :	IMPLEMENTATION SCHEDULE
ATTACHMENT G:	LEGAL & COMPLIANCE CERTIFICATION/ RESOLUTION
ATTACHMENT H:	LETTERS OF SUPPORT
ATTACHMENT I:	PROOF OF ESTABLISHED ACCOUNTING CONTROLS

TRANSPORTATION ALTERNATIVES
PROJECT APPLICATION

DATE:

January 29, 2016

APPLICANT/LPA: (City, Town, College, etc.)

City of Hattiesburg

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Name: Lamar Rutland	Title: Director of Engineering

ADDRESS:

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LPA Official Signature: _____

Title: _____

Revised: 10/30/2014

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14. SUBMITTED BY:

Applicant: _____ (Signature) Title: Director of Engineering (Mayor, Pres. Board Supervisors, Agency Head)

DESCRIPTION OF PROJECT

DESCRIPTION OF PROPOSED PROJECT

HISTORY & BACKGROUND

The City of Hattiesburg was incorporated in 1884 with a population of approximately 400. Transportation has always played a key role in the growth and character of Hattiesburg. The City is known as the "Hub City" because it is located at the intersections of Interstate 59 and U.S. Highways 49, 98 and 11. Also in 1884, the railroad, known as the Southern Railway System, was built from Meridian through Hattiesburg to New Orleans. In 1897, the completion of the Gulf and Ship Island Railroad from Gulfport to Jackson, now part of the Illinois Central System, ran through Hattiesburg and ushered in the lumber boom. The City has seen consistent growth to present day and was designated a Metropolitan Statistical Area in 1994 with a combined metropolitan population of more than 100,000 residents.

Hattiesburg has seen a resurgence of within the last few years do to successful revitalization projects within the downtown area and continued interest and expansion of the Longleaf Trace. William Carey University has offered higher education in Hattiesburg since 1906. Hattiesburg also boasts wonderful retail and recreation areas.

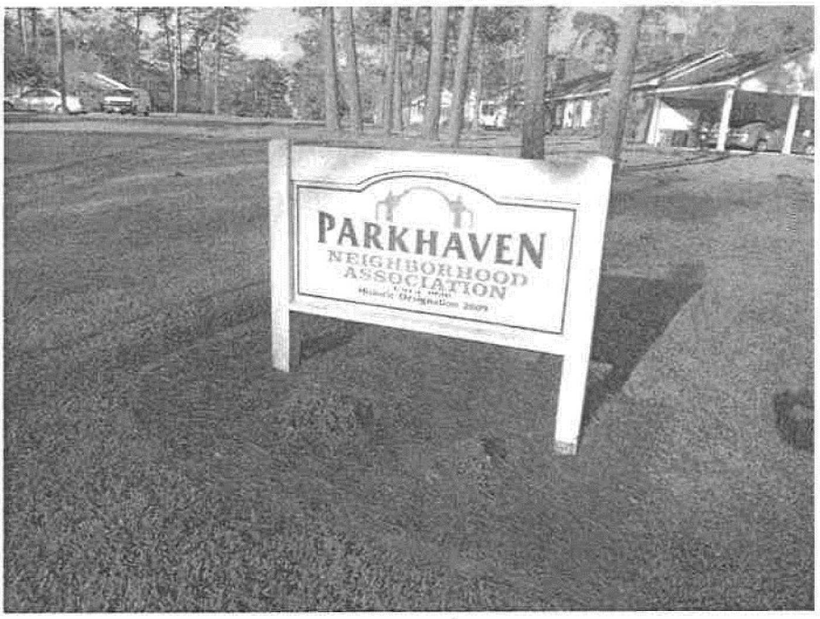
PROJECT SUMMARY

The overall goal of this project is to create a safe and more attractive way for pedestrians and cyclists to move along Adeline Street and 17th Avenue. As noted on the following page in Exhibit 1, the project will include an 8' concrete sidewalk along S. 17th Street and a 5' sidewalk along Adeline Street. The 8' sidewalk along S. 17th Street will run from Adeline Street to Mamie Street and connect with an existing 8' sidewalk at Mamie Street. This will connect the neighborhood with Kamper Park and the Hattiesburg Zoo. This stretch of pedestrian pathway will include a pedestrian bridge over Gordon's Creek. The 5' sidewalk along Adeline Street will run from 18th Avenue to 16th Avenue and will connect with an existing 5' sidewalk at 18th Avenue. The entire project will connect to a completed phase of the Gordon's Creek Linear Park and future section of the Longleaf Trace.

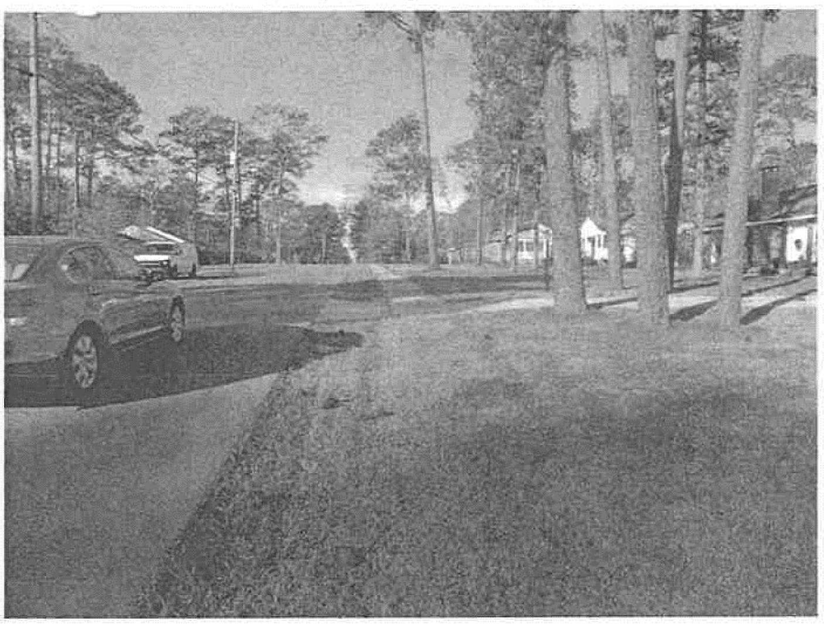
CONCEPT PLAN



EXISTING PHOTOS

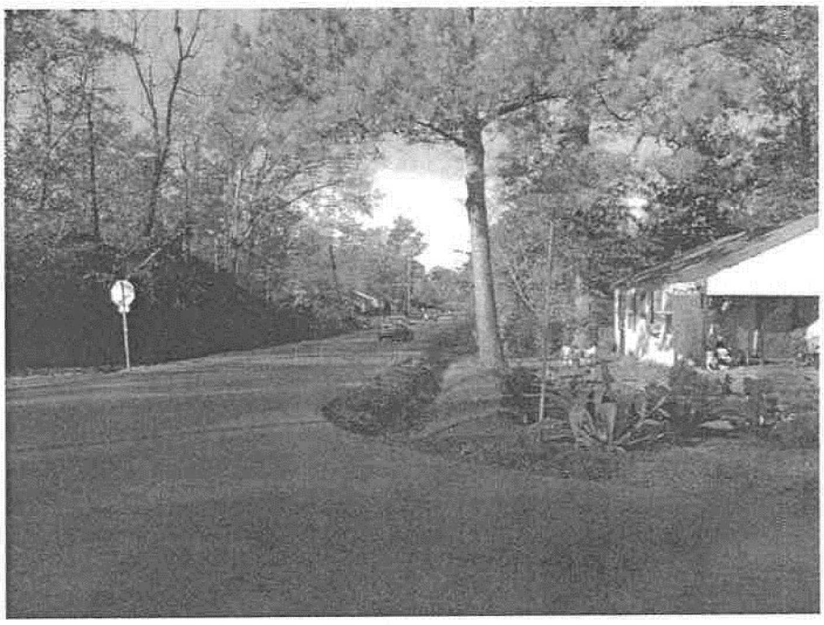


EXISTING VIEW – ADELINE STREET
Parkhaven Neighborhood sign

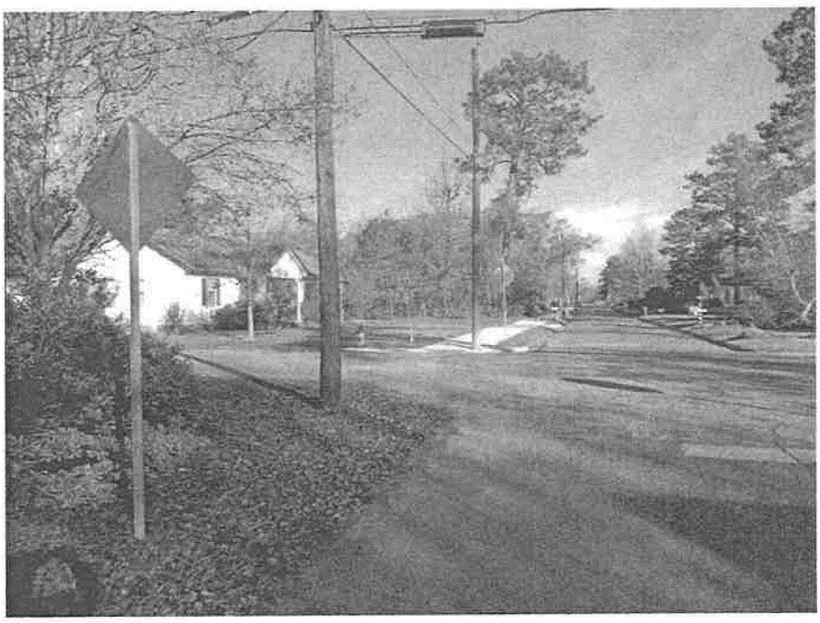


EXISTING VIEW – ADELINE STREET AT 18TH AVENUE
View to the West at sidewalk connection point

EXISTING PHOTOS



EXISTING VIEW – ADELINE STREET AT 16TH AVENUE
View to the West- Sidewalk will end here

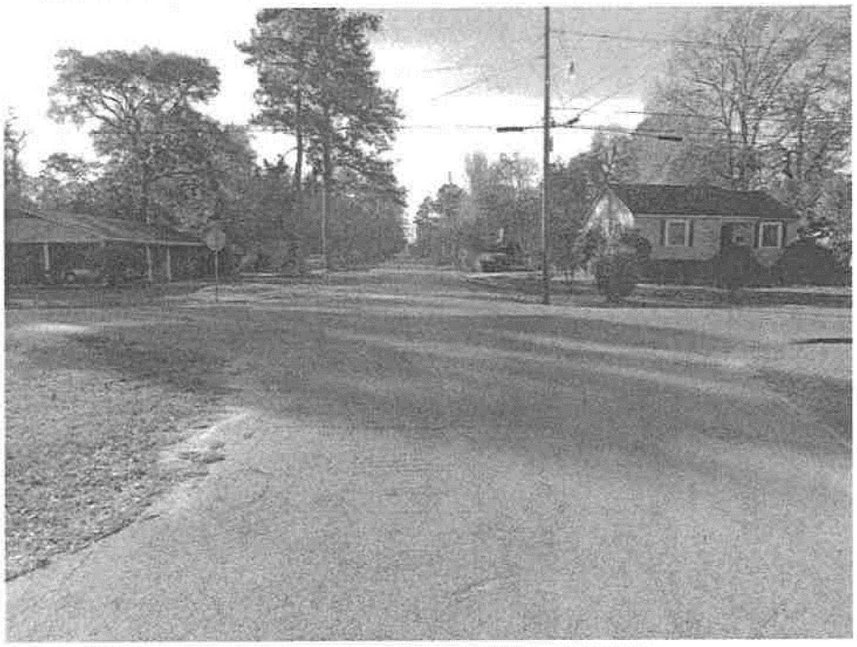


EXISTING VIEW – 17TH STREET AT MAMIE STREET
View to the North – sidewalk connection to Kamper Park / Hattiesburg Zoo

EXISTING PHOTOS



EXISTING VIEW – 17th STREET AT GORDON'S CREEK
View to the North at proposed pedestrian bridge over Gordon's Creek



EXISTING VIEW – S 17TH AVENUE AT ADELINE STREET
View to the North- both sidewalks will cross here
-Potential connection point to Cloverleaf Mall for future projects

EVIDENCE OF ELIGIBILITY

The Bicycle and Pedestrian Improvements Project –South 17th Street Pathway/ Adeline Street Sidewalk- is eligible under the following categories identified by the grant:

a. Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990.
b. Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.

The end result will be a project that accommodates variety and inclusion in the City's transportation network and improves the aesthetics of the surrounding area.

BENEFITS OF PROJECT

The benefits offered by the Bicycle and Pedestrian Improvements Project – South 17th Street Pathway/ Adeline Street Sidewalk are numerous and desired by City residents. The completed project will create access to key nodes of activity within the City such as Kamper Park and The Hattiesburg Zoo from neighborhoods such as Parkhaven, Audubon-Westwood and Kamper-Avenues.
The S 17th Avenue path will also connect to other planned projects and connect to, Hardy Street Corridor, Gordon's Creek Pathway, Jaycee Park, Hattiesburg High School and the Longleaf Trace.
The pedestrian infrastructure along S 17th Street will provide a potential connection with Cloverleaf Mall for a future project option.

MAINTENANCE PLAN

The maintenance for all improvements within the project area will be handled by the Grounds and Maintenance Department of the City of Hattiesburg. The estimated annual cost of maintenance to include mowing, mulching and occasional watering will be approximately $5,000.00. The cost will be derived from the City of Hattiesburg's General Fund.

ENVIRONMENTAL REVIEW

The Bicycle and Pedestrian Improvements Project – S. 17th Avenue Pathway/ Adeline Street Sidewalk is situated in various public property right-of-ways in central Hattiesburg, MS.

An environmental assessment was completed as follows:

Historic Properties – No impact anticipated

Floodplain Management – Zone AE

Coastal Areas Protection Management – See Forrest County Environmental Sensitivity Map (Not applicable)

Water Quality – Not in Sole Source Aquifer Region

Endangered Species – No impact anticipated

Wild and Scenic Rivers – Not applicable

Air Quality – No impact

Farmlands Protection –No prime or unique farmlands will be converted by the project

Noise – Some noise during construction

Runway Clear Zones – Not applicable

Thermal and Explosive Hazards – Not applicable

Solid Waste Disposal – Illegally dumped waste, if found, will be disposed of in accordance with State & Federal Regulations

Fish and Wildlife – No impacted anticipated

Environmental Justice – Environmental Justice Statement of Compliance will be adopted

BUDGET

PRELIMINARY BUDGET

ITEM	ESTIMATED COST
Construction Items Total	$386,200.00
Mobilization	$5,000.00

1	CONSTRUCTION COST	= $391,200.00
2	CONSTRUCTION ENGINEERING (10%)	= $39,120.00
3	TESTING (5%)	= $19,560.00
4	CONTINGENCY (5%)	= $19,560.00
5	TOTAL CONSTRUCTION COST	= $469,440.00
6	PE AND DESIGN COSTS TO BE PAID BY CITY	= $36,000.00
7	**TOTAL PROJECT COST**	**= $505,440.00**

FEDERAL SHARE OF CONSTRUCTION COSTS (80% OF LINE 5) = $375,552.00

CITY SHARE OF CONSTRUCTION COSTS (20% OF LINE 5) = $93,888.00
PE AND DESIGN COSTS TO BE PAID BY CITY (LINE 6) = $36,000.00

TOTAL PARTICIPATION BY CITY = $129,888.80

BUDGET PREPARED DECEMBER 2016

IMPLEMENTATION SCHEDULE

PROPOSED SCHEDULE

ACTIVITY	TENTATIVE SCHEDULE DATE
ANNOUNCEMENT OF FUNDED PROJECT BY MDOT (EST.)	MARCH 2016
SUBMIT PLANS, SPECIFICATIONS & COST ESTIMATE TO MDOT	JULY 2016
MDOT AUTHORIZATION TO PROCEED WITH PROJECT	OCTOBER 2016
ADVERTISEMENT OF PROJECT	FEBRUARY 2017
RECEIVE BIDS FOR CONSTRUCTION	MARCH 2017
BEGIN CONSTRUCTION	AUGUST 2017
COMPLETE CONSTRUCTION	DECEMBER 2017
PROJECT CLOSE-OUT	JANUARY 2018

LEGAL & COMPLIANCE CERTIFICATION - RESOLUTION

Johnny L. DuPree, Ph.D.
Mayor

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

January 29, 2016

LPA Division, Room 4014
MDOT Administration Building
Attn: Jeff Altman, P.E., State Engineer for Local Public Agencies
401 North West Street
Jackson, MS 39215-1850

REFERENCE: TRANSPORTATION ALTERNATIVES PROJECT APPLICATION FOR BICYCLE AND PEDESTRIAN IMPROVEMENTS: SOUTH 17TH AVENUE PATHWAY/ ADELINE STREET SIDEWALK

Dear Mr. Altman:

This is to certify that there are no known foreseeable legal impediments that would prohibit completion of this project, contemplated by the referenced application, and that the project complies with all applicable codes and/or regulations required for its completion.

Attached is a copy of the City's resolution authorizing the project. If you need additional information, please contact me at 601-545-4501. Thank you for your time and consideration of this application.

Sincerely,

CITY OF HATTIESBURG

Johnny L. DuPree, Ph.D.
Mayor

Enclosures

RESOLUTION

WHEREAS, The City of Hattiesburg has been invited to apply for funding approval of a Transportation Alternative Program (TAP) project through the Mississippi Transportation Commission; and

WHEREAS, The City of Hattiesburg proposes to construct Bicycle and Pedestrian Improvements for Hattiesburg, Mississippi along 17th Avenue between Adeline Street and Mamie Street, along Adeline Street between 16th Avenue and 18th Avenue, and a pedestrian bridge across Gordon's Creek at 17th Avenue at an estimated total project cost of $505,440.00; and

WHEREAS, this project is eligible for 80% funding under the Transportation Alternatives Program (TAP) Program; and

WHEREAS, there are no known foreseeable legal impediments that exist that would prohibit the completion of the project; and,

NOW, THEREFORE, BE IT RESOLVED by the City of Hattiesburg, Mississippi:

1. Mayor Johnny L. DuPree, Ph.D., be authorized to apply for funding approval of a Transportation Alternatives Program (TAP) for Bicycle and Pedestrian Improvements along 17th Avenue, Adeline Street, and Gordon's Creek at 17th Avenue.

2. Mayor Johnny L. DuPree, Ph.D., be authorized to execute the Memorandum of Understanding.

3. Mayor Johnny L. DuPree, Ph.D., be authorized to execute a certification document that no known foreseeable legal impediment exists that would prohibit completion of the project.

SO ORDERED, this _____ day of _____, 20___.

(SEAL)

ATTEST:

_____

Mayor Johnny L. DuPree, Ph.D.

THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

hereby recognizes

Lamar Rutland

City of Hattiesburg

for completing 7 Professional Development Hours during

The Local Public Agency Process

Training & Certification

SEPTEMBER 16, 2014

DATE CERTIFICATE VALID FOR TWO YEARS FROM DATE OF ISSUE

Shirley Johnson

SHIRLEY JOHNSON
MS LTAP DIRECTOR

Pearl & Leaf Rivers Rails-to-Trails Recreational District

Longleaf Trace

A National Recreation Trail

December 16, 2014

Mayor Johnny L. DuPree, Ph.D.
P.O. Box 1898
Hattiesburg, MS 39403-1898

REFERENCE: **TRANSPORTATION ALTERNATIVES PROJECT APPLICATION BICYCLE AND PEDESTRIAN IMPROVEMENTS – SOUTH 17 AVE. PATHWAY/ ADELINE ST. SIDEWALK**

Dear Mayor DuPree:

Please be advised that I fully support The City of Hattiesburg's Grant Application for Bicycle and Pedestrian Improvements through the MDOT's Transportation Alternatives Grant Program.

This project will create a safe, functional and attractive way for pedestrians and cyclists to move along S. 17th Ave. and Adeline St. The project will also continue the pedestrian infrastructure improvements within the City of Hattiesburg. The completed project will connect with the existing pedestrian network which will provide a future connection to the Longleaf Trace Rails-to-Trails and many other activity nodes within the City.

The awarding of this grant will further continue the efforts of the City of Hattiesburg to provide a transportation network that is conducive to all users.

Sincerely,

James Lynn Cartlidge

James Lynn Cartlidge
President, Board of Directors

Board of Directors

Johnny Kerley, Vice President
Town of Bassfield

Dale Lucus, Secretary
Lamar County

Gerolene Rayborn, Treasurer
Town of Sumrall

Lynn Cartlidge, President
Forrest County

Charles Dumas
Town of Prentiss

Charles Reid
Jeff Davis County

Ginger Maddox
City of Hattiesburg

"The Longleaf Trace, a joint economic development project providing multiple recreational opportunities while improving our quality of life."

December 18, 2014

Moore's Bike Shop

Mayor Johnny L. DuPree, Ph.D.
P.O. Box 1898
Hattiesburg, MS 39403-1898

REFERENCE: **TRANSPORTATION ALTERNATIVES PROJECT APPLICATION BICYCLE AND PEDESTRIAN IMPROVEMENTS – SOUTH 17TH AVENUE PATHWAY/ ADELINE STREET SIDEWALK**

Dear Mayor DuPree:

Please be advised that I fully support The City of Hattiesburg's Grant Application for Bicycle and Pedestrian Improvements through the MDOT's Transportation Alternatives Grant Program.

This project will create a safe, functional and attractive way for pedestrians and cyclists to move along S. 17th Avenue and Adeline Street. The project will also continue the pedestrian infrastructure improvements within the City of Hattiesburg. The completed project will connect with the existing pedestrian network which will provide a future connection to the Longleaf Trace Rails-to-Trails and many other activity nodes within the City.

The awarding of this grant will further continue the efforts of the City of Hattiesburg to provide a transportation network that is conducive to all users.

As owner of Moore's Bicycle Shop, Inc., I have experienced significant improvements in my ability to offer employment and generate additional tax revenue as a direct result of previous bicycle and pedestrian investments in Hattiesburg.

Following the completion of the Longleaf Trace in 2000, my small business was transformed from a one man with one part time employee operation to a business that employs 4 full time and 3 part time workers. Most of these workers are students paying for their education through the local universities.

The increased business that directly resulted from the opening of the Longleaf Trace in September of 2000 has resulted in the following direct economic benefits to date;

*An **additional** $265,000 in sales tax has been generated by the sales volume increase prior to the trail opening. Over $47,000 of that sales tax was returned to the City of Hattiesburg.

*An **additional** $96,000 in property taxes (school, city, county) has been generated by the sales increase.

*An **additional** $900,000 in payroll has been generated by the sales increase due to the Longleaf Trace.

Total combined increases in property tax, sales tax, and payroll experienced at my small business as a direct result of cycling infrastructure improvements from 2000 to the present exceed $1,261,000.
(Substantiation of these figures will gladly be made available upon request)

Sincerely,
James Moore
CEO, Moore's Bicycle Shop, Inc. Cell – 601-549-2392 1607 Hardy St., Hattiesburg, MS 39401

James Moore

City of Hattiesburg, MS

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

Master

File Number: 2015-395

File ID:	2015-395	**Type:**	Resolution	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	01/08/2016
Brief Title:	TAP application for Safe Routes To School - Lillie Burney			**Final Action:**	01/19/2016
				Minute Book Number:	MB2016-16

Title:

Adopt a Resolution to authorize and approve the Mayor to apply for funding approval of Transportation Alternatives Program (TAP) for Lillie Burney Elementary School Safe Routes To School Improvements and execute certification document for same.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	SRTS Lillie Burney cover letter, SRTS Lillie Burney certification letter, SRTS Lillie Burney Project application, SRTS Lillie Burney Budget form, SRTS Lillie Burney packet, SRTS Lillie Burney TAP Resolution, executed SRTS Lillie Burney TAP Resolution RES#2016-13	**Enactment Number:**	
Contact:		**Meeting Date:**	01/19/2016
Drafter:	Janet Beech	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/19/2016	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt a Resolution to authorize and approve the Mayor to apply for funding approval of Transportation Alternatives Program (TAP) for Lillie Burney Elementary School Safe Routes To School Improvements and execute certification document for same.

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

Yeas: 4 - Delgado, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Bradley

Yea:	4	Council Member Delgado
		Council Member Carroll
		Council Member Dryden
		Council Member Naylor
ΓEL-No Vote:	0	

Text of Legislative File 2015-395

Title

Adopt a Resolution to authorize and approve the Mayor to apply for funding approval of Transportation Alternatives Program (TAP) for Lillie Burney Elementary School Safe Routes To School Improvements and execute certification document for same.

Summary

TAP application for Safe Routes To School - Lillie Burney

Johnny L. DuPree, Ph.D.
Mayor

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

January 29, 2016

LPA Division, Room 4014
MDOT Administration Building
Attn: Jeff Altman, P.E., State Engineer for Local Public Agencies
401 North West Street
Jackson, MS 39215-1850

REFERENCE: TRANSPORTATION ALTERNATIVES PROJECT APPLICATION FOR LILLIE BURNEY ELEMENTARY SCHOOL SAFE ROUTES TO SCHOOL IMPROVEMENTS

Dear Mr. Altman:

Enclosed is the City of Hattiesburg's Transportation Alternatives Project Application for the Lillie Burney Elementary School Safe Routes to School Project Improvements in Hattiesburg, Mississippi. This application will demonstrate the importance of this project and its ability to provide a safe alternative for children wanting to walk and bike to school.

Construction of the Lillie Burney Elementary School Improvements will work in conjunction with several projects currently underway in the City of Hattiesburg to improve pedestrian and bicycle access throughout the city. These efforts include connecting parks, schools and Downtown Hattiesburg to neighborhoods and natural resources.

If you need additional information, please call me at 601-545-4501. Thank you for your time and consideration of this application.

Sincerely,

CITY OF HATTIESBURG

Johnny L. DuPree, Ph.D.
Mayor

Enclosures

Johnny L. DuPree, Ph.D.
Mayor

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

January 29, 2016

LPA Division, Room 4014
MDOT Administration Building
Attn: Jeff Altman, P.E., State Engineer for Local Public Agencies
401 North West Street
Jackson, MS 39215-1850

REFERENCE: TRANSPORTATION ALTERNATIVES PROJECT APPLICATION FOR LILLIE BURNEY ELEMENTARY SCHOOL SAFE ROUTES TO SCHOOL IMPROVEMENTS

Dear Mr. Altman:

This is to certify that there are no known foreseeable legal impediments that would prohibit completion of this project, contemplated by the referenced application, and that the project complies with all applicable codes and/or regulations required for its completion.

Attached is a copy of the City's resolution authorizing the project. If you need additional information, please contact me at 601-545-4501. Thank you for your time and consideration of this application.

Sincerely,

CITY OF HATTIESBURG

Johnny L. DuPree, Ph.D.
Mayor

Enclosures

TRANSPORTATION ALTERNATIVES
PROJECT APPLICATION

DATE:

January 29, 2016

APPLICANT/LPA: (City, Town, College, etc.)

City of Hattiesburg

CONTACT PERSON: (LPA Official, City Engineer, Public Works Director, etc.)

Name: Lamar Rutland	**Title:** Director of Engineering

ADDRESS:

212 West Front Street		
City: Hattiesburg	**State:** MS	**Zip:** 39401

TELEPHONE NUMBER:
(601) 545-4640

EMAIL ADDRESS
lrutland@hattiesburgms.com

PROJECT DESCRIPTION:

This project consists of constructing a 5' sidewalk in the Lillie Burney Elementary School District along Bowling Street from Pineview Apartments to Lillie Burney Street, along Lillie Burney Street from Bowling Street to Vernon Dahmer Drive, along Vernon Dahmer Drive from Fairway Drive to Lillie Burney Street, along Fairway Drive from Vernon Dahmer Drive to Jesse Brown Street, and along Jesse Brown Street from Fairway Drive to Country Club Road; as well as, installing school flasher assemblies and making upgrades to the drainage system where needed.

Projected Project Costs	**FEDERAL SHARE*** 80% of Total Project Cost	**LPA SHARE** 20% Local Fund Match	**TOTAL**
	$ 263,264.64	$ 65,816.16	$ 329,080.80
***Maximum Federal Share = 80% of Total Cost**			

LPA Official Signature: _____

Title: Director of Engineering

Revised: 10/30/2014

Transportation Alternative Project (TAP) Application Budget Form

1.Date: January 29, 2016 **2. County:** Forrest

3. Applicant: City of Hattiesburg (Local Public Agency) **4. DUNS #** 079448130

5. Address: 200 West Front Street **6. Phone:** (601) 545-4640

7. Project Type: ☐ TAP ☒ SRTS (additional information required)

8. Project Location Zip+4 Digit Extension 39401-7776

9. Rails Crossing in Project: ☐ Yes ☒ No

10. ROW Required: ☐ Yes ☒ No **Estimated Parcels:** _____

11. Utilities in Conflict: ☐ Yes ☒ No **List all known:** None at this time

12. Special Match Credit to be requested:

a. ☐ PE Services Only ☐ ROW Services Only ☐ Both Services

13. Estimated Project Cost and Project Funding:

ESTIMATED PROJECT COST	TOTAL
PE and Design Costs	$25,915.00
Right-of-Way (ROW) Costs	
Other Costs	
Sub-total PE & ROW	$25,915.00
Construction Costs	$274,234.00
Construction Engineering (10% Const.Cost)	$27,423.40
Testing (5% Const. Cost)	$13,711.70
Contingency (5% Const Cost)	$13,711.70
Sub-total Construction Cost	$329,080.80
TOTAL PROJECT COST	$354,995.80

CONSTRUCTION PHASE FUNDING	
Requested LPA Federal Aid Funds	
Federal Share	$263,264.64
Local Share	$65,816.16
Total	$329,080.80

Federal Share should be 80% of sub-total construction unless seeking Special Match and then Federal Share should be 80% of total project cost. The final amount of Federal money awarded may or may not be the amount requested.

This form shall be included in all applications and will be used in the ultimate determination of Federal funds awarded.

14. SUBMITTED BY:

Applicant: _____ (Signature) **Title:** Director of Engineering (Mayor, Pres. Board Supervisors, Agency Head)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION-
SAFE ROUTES TO SCHOOL PROGRAM
for
Lillie Burney Elementary School



January 2016

Prepared for

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Prepared by:

NEEL-SCHAFFER
Solutions you can build upon

MDOT

COVER

SAFE ROUTES TO SCHOOL IMPROVEMENTS PROJECT

LILLIE BURNEY ELEMENTARY SCHOOL SIDEWALK PROJECT

FOR THE CITY OF HATTIESBURG
HATTIESBURG, MS

TRANSPORTATION ALTERNATIVES PROGRAM (TAP)
MOVING AHEAD FOR PROGRESS IN THE 21ST CENTURY (MAP-21)
SUBMITTED JANUARY, 2016

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PROGRAM APPLICATION FORM

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ATTACHMENT C :	EVIDENCE OF ELIGIBILITY BENEFITS OF PROJECT MAINTENANCE PLAN
ATTACHMENT D :	ENVIRONMENTAL REVIEW
ATTACHMENT E :	SUPPLEMENT FOR SAFE ROUTES TO SCHOOL PROJECT
ATTACHMENT F :	PRELIMINARY BUDGET
ATTACHMENT G :	IMPLEMENTATION SCHEDULE
ATTACHMENT H :	LEGAL & COMPLIANCE CERTIFICATION - RESOLUTION
ATTACHMENT I :	LETTERS OF SUPPORT
ATTACHMENT J :	LPA PDM CERTIFICATION
ATTACHMENT K :	PROOF OF ESTABLISHED ACCOUNTING CONTROLS

TRANSPORTATION ALTERNATIVES
PROJECT APPLICATION

DATE:

January 29, 2016

APPLICANT/LPA: (City, Town, College, etc.)

City of Hattiesburg

CONTACT PERSON: (LPA Official, City Engineer, Public Works Director, etc.)

Name: Lamar Rutland	**Title:** Director of Engineering

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212 West Front Street		
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Projected Project Costs	**FEDERAL SHARE*** 80% of Total Project Cost	**LPA SHARE** 20% Local Fund Match	**TOTAL**
	$ 263,264.64	$ 65,816.16	$ 329,080.80
***Maximum Federal Share = 80% of Total Cost**			

LPA Official Signature: _____

Title: Director of Engineering

Revised: 10/30/2014

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ESTIMATED PROJECT COST	TOTAL
PE and Design Costs	$25,915.00
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14. SUBMITTED BY:

Applicant: _____ (Signature) Title: Director of Engineering (Mayor, Pres. Board Supervisors, Agency Head)

DESCRIPTION OF PROJECT

DESCRIPTION OF PROPOSED PROJECT

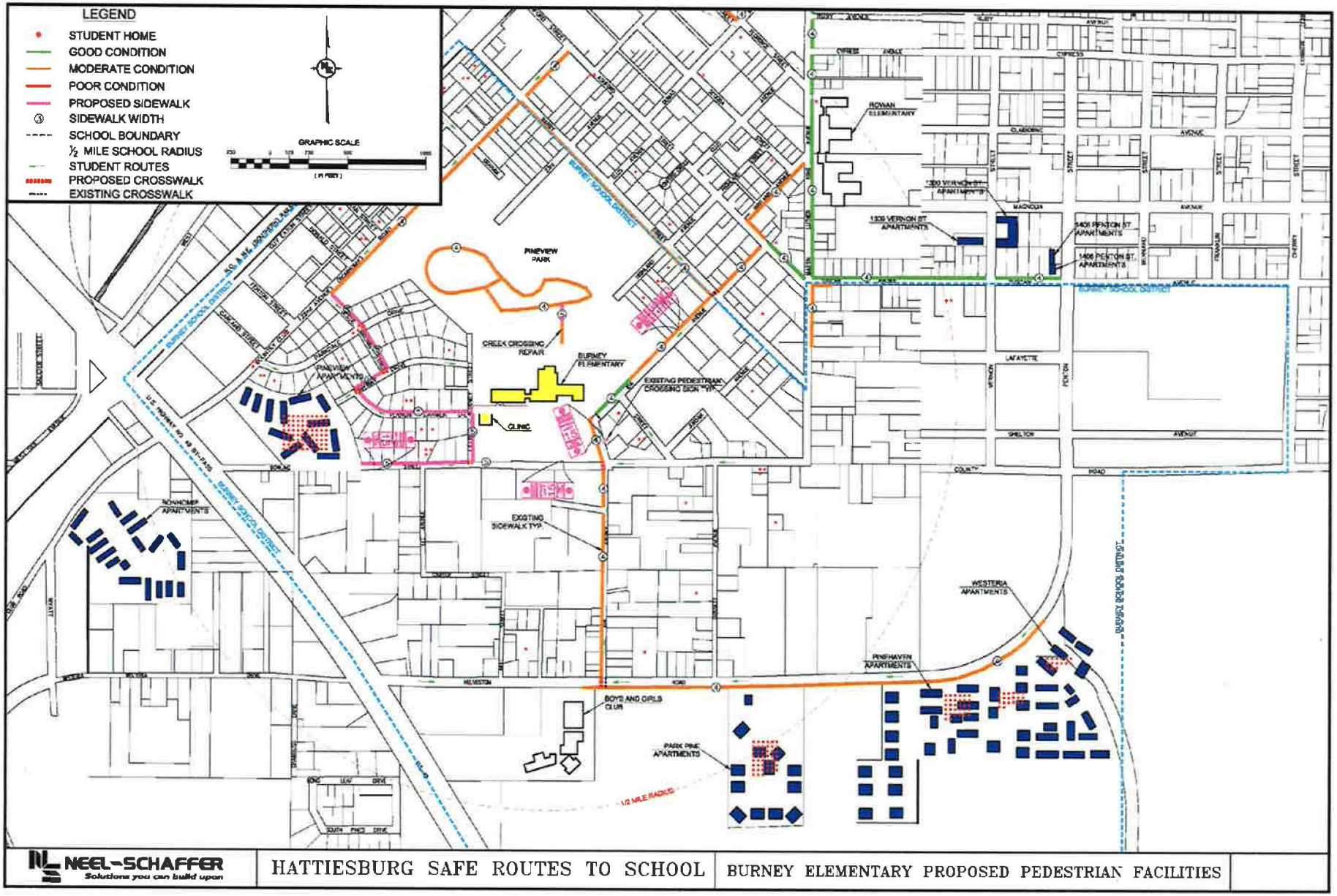
HISTORY & BACKGROUND

The City of Hattiesburg has been participating in a national program to encourage students to walk or bicycle to school and to improve the safety of the routes that students use to access these schools. The program, which is administered by Mississippi Department of Transportation (MDOT) is the Safe Routes to School Program. The City of Hattiesburg has completed improvements to two elementary school routes, Rowan Elementary and Woodley Elementary, and are currently underway improving one other school route, Hawkins Elementary. The City of Hattiesburg looks to continue their efforts in the future.

PROJECT SUMMARY

The project proposes to construct a 5' sidewalk in the Lillie Burney Elementary School District along Bowling Street from Pineview Apartments to Lillie Burney Street, along Lillie Burney Street from Bowling Street to Vernon Dahmer Drive, along Vernon Dahmer Drive from Fairway Drive to Lillie Burney Street, along Fairway Drive from Vernon Dahmer Drive to Jesse Brown Street, and along Jesse Brown Street from Fairway Drive to Country Club Road which will serve as a major collector for students attending the school. This project will also include the installation of school flasher assemblies and making upgrades to the drainage system where needed. The purpose of the pathway is to provide a safe alternative for children walking and biking to school. With the support of the Transportation Alternatives Program, the City of Hattiesburg can construct this much needed infrastructure around the Lillie Burney Elementary School.

CONCEPT PLAN



NEEL-SCHAFFER
Solutions you can build upon

HATTIESBURG SAFE ROUTES TO SCHOOL

BURNEY ELEMENTARY PROPOSED PEDESTRIAN FACILITIES

EXISTING PHOTOS



EXISTING VIEW – LILLIE BURNEY STREET
View looking North towards the school



EXISTING VIEW – LILLIE BURNEY STREET AT VERNON DAHMER DRIVE
View looking Northwest of children walking to the school

EXISTING PHOTOS



EXISTING VIEW – BOWLING STREET
View looking West of parent walking child to school



EXISTING VIEW – IDA AVENUE AT SCHOOL ENTRANCE
View looking Northeast of child crossing the street

EXISTING PHOTOS



EXISTING VIEW – IDA AVENUE AT SCHOOL ENTRANCE
View looking East of child crossing the street



EXISTING VIEW – IDA AVENUE AT SCHOOL ENTRANCE
View looking Southwest of child walking

EVIDENCE OF ELIGIBILITY

The Lillie Burney Elementary School Safe Routes to School Improvements Project is eligible under the following categories identified by the grant:

a. Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 2010.
b. Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.

The end result will be a project that accommodates variety and inclusion in the City's transportation network and improves the aesthetics of the surrounding area.

BENEFITS OF PROJECT

The benefits offered by the Lillie Burney Elementary School Safe Routes to School Improvements Project are numerous and desired by City residents. The completed project will provide safe sidewalk access for children to walk to school in the Lillie Burney School District.

MAINTENANCE PLAN

The maintenance for all improvements within the project area will be handled by the Grounds and Maintenance Department of the City of Hattiesburg. The estimated annual cost of maintenance to include mowing, mulching and occasional watering will be approximately $5,000.00. This maintenance cost will be absorbed in the Grounds and Maintenance budget.

ENVIRONMENTAL REVIEW

ENVIRONMENTAL REVIEW

The Lillie Burney Elementary School Safe Routes to School Improvements Project is situated in various public property right-of-ways in central Hattiesburg, MS.

An environmental assessment was completed as follows:

Historic Properties – No impact anticipated

Floodplain Management – Zone X

Coastal Areas Protection Management – See Forrest County Environmental Sensitivity Map (Not applicable)

Water Quality – Not in Sole Source Aquifer Region

Endangered Species – No impact anticipated

Wild and Scenic Rivers – Not applicable

Air Quality – No impact

Farmlands Protection –No prime or unique farmlands will be converted by the project

Noise – Some noise during construction

Runway Clear Zones – Not applicable

Thermal and Explosive Hazards – Not applicable

Solid Waste Disposal – Illegally dumped waste, if found, will be disposed of in accordance with State & Federal Regulations

Fish and Wildlife – No impacted anticipated

Environmental Justice – Environmental Justice Statement of Compliance will be adopted

SUPPLEMENT FOR SAFE ROUTES TO SCHOOL PROJECTS

Safe Routes to Schools (SRSP) Supplemental Information

Applicant/LPA: City of Hattiesburg

Student Information *(If more than one school, attach a separate copy for each school. Include the name of the school on each copy.)*

School Name: Lillie Burney Elementary School

Number of students enrolled by grade (ex. K—54): K-57 1-64 2-70 3-52 4-57 5-45

6-36 7-_____ 8-_____ 9-_____ 10-_____ 11-_____ 12-_____

Total number of students at this school: 401

Number of students receiving free or reduced lunch: 401 % of total: 100%

Number of students living within a half-mile radius of the school: 189 % of total: 47%

Number of students who live within a half-mile to one-mile radius of the school: 96 % of total: 24%

Number of students who live within a one-mile to two-mile radius of the school: 68 % of total: 17%

For the following questions, please use the Student Travel Tally Sheet found in Appendix C or at National Center for Safe Routes to School: Evaluation -- Student In-Class Travel Tally.

Number of students currently walking to and from school by grade: K-18 1-25 2-22 3-28 4-31 5-15 6-22

Number of students currently bicycling to and from school by grade: 0% for all grades

How many of these students wear a helmet? N/A

Number of students arriving to school in a private vehicle: 59% On a school bus: 8%

Number of crashes involving student(s) walking and bicycling to or from school in the last 3 years: 1

If bussing is provided, are students living within a one-mile radius of the school allowed to ride the busses (hazard bussing)? Yes

Does your school or school district have a policy regarding students walking/bicycling to school? Yes

If yes, what is that policy? Students are required to get permission from their parents to walk or bike to school. A form is sent to parent to complete and it is returned to the school.

PRELIMINARY BUDGET

PRELIMINARY BUDGET

STREET	ESTIMATED COST
Construction Items Total	$274,234.00

1	CONSTRUCTION COST	= $274,234.00
2	CONSTRUCTION ENGINEERING (10%)	= $27,423.40
3	TESTING (5%)	= $13,711.70
4	CONTINGENCY (5%)	= $13,711.70
5	TOTAL CONSTRUCTION COST	= $329,080.80
6	PE AND DESIGN COSTS TO BE PAID BY CITY	= $25,915.00
7	**TOTAL PROJECT COST**	**= $354,995.80**

FEDERAL SHARE OF CONSTRUCTION COSTS (80% OF LINE 5) = $263,264.64

CITY SHARE OF CONSTRUCTION COSTS (20% OF LINE 5) = $65,816.16
PE AND DESIGN COSTS TO BE PAID BY CITY (LINE 6) = $25,915.00

TOTAL PARTICIPATION BY CITY = $91,731.16

BUDGET PREPARED JANUARY 2016

IMPLEMENTATION SCHEDULE

PROPOSED SCHEDULE

ACTIVITY	TENTATIVE SCHEDULE DATE
ANNOUNCEMENT OF FUNDED PROJECT BY MDOT (EST.)	MARCH 2016
SUBMIT PLANS, SPECIFICATIONS & COST ESTIMATE TO MDOT	JULY 2016
MDOT AUTHORIZATION TO PROCEED WITH PROJECT	OCTOBER 2016
ADVERTISEMENT OF PROJECT	FEBRUARY 2017
RECEIVE BIDS FOR CONSTRUCTION	MARCH 2017
BEGIN CONSTRUCTION	AUGUST 2017
COMPLETE CONSTRUCTION	DECEMBER 2017
PROJECT CLOSE-OUT	JANUARY 2018

LEGAL & COMPLIANCE CERTIFICATION - RESOLUTION

Johnny L. DuPree, Ph.D.
Mayor

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

January 29, 2016

LPA Division, Room 4014
MDOT Administration Building
Attn: Jeff Altman, P.E., State Engineer for Local Public Agencies
401 North West Street
Jackson, MS 39215-1850

REFERENCE: TRANSPORTATION ALTERNATIVES PROJECT APPLICATION FOR LILLIE BURNEY ELEMENTARY SCHOOL SAFE ROUTES TO SCHOOL IMPROVEMENTS

Dear Mr. Altman:

This is to certify that there are no known foreseeable legal impediments that would prohibit completion of this project, contemplated by the referenced application, and that the project complies with all applicable codes and/or regulations required for its completion.

Attached is a copy of the City's resolution authorizing the project. If you need additional information, please contact me at 601-545-4501. Thank you for your time and consideration of this application.

Sincerely,

CITY OF HATTIESBURG

Johnny L. DuPree, Ph.D.
Mayor

Enclosures

RESOLUTION

WHEREAS, The City of Hattiesburg has been invited to apply for funding approval of a Transportation Alternatives Program (TAP) project through the Mississippi Transportation Commission; and

WHEREAS, the City of Hattiesburg proposes to construct Safe Routes to School Improvements for the Lillie Burney Elementary School District along Bowling Street from Pineview Apartments to Lillie Burney Street, along Lillie Burney Street from Bowling Street to Vernon Dahmer Drive, along Vernon Dahmer Drive from Fairway Drive to Lillie Burney Street, along Fairway Drive from Vernon Dahmer Drive to Jesse Brown Street, and along Jesse Brown Street from Fairway Drive to Country Club Road; as well as, installing school flasher assemblies and making upgrades to the drainage system where needed at an estimated total project cost of $354,995.80; and

WHEREAS, this project is eligible for 80% funding under the Transportation Alternatives Program (TAP)Program; and

WHEREAS, there are no known foreseeable legal impediments that exist that would prohibit the completion of the project; and;

NOW, THEREFORE, BE IT RESOLVED by the City of Hattiesburg, Mississippi:

1. Mayor Johnny DuPree be authorized to apply for funding approval of a Transportation Alternatives Program (TAP) for Lillie Burney Elementary School Safe Routes to School Improvements.

2. Mayor Johnny DuPree be authorized to execute the Memorandum of Understanding.

3. Mayor Johnny DuPree be authorized to execute a certification document that no known foreseeable legal impediment exists that would prohibit completion of the project.

LETTERS OF SUPPORT

Established 1885

Hattiesburg Public School District
Lillie Burney Elementary School
901 Ida Avenue
Hattiesburg, MS 39401
601.582.5291
Dr. Derricka B. Thomas, Principal

December 30, 2014

Jeffrey C. Altman P.E. State Engineer for Local Public Agencies
LPA Division, Room 4014, MDOT Administration Building
401 North West Street
Jackson, Mississippi 39215-1850

REFERENCE: Letter of Support for the 2015 Lillie Burney Elementary School Transportation Alternatives Program Application

Dear Mr. Altman:

On behalf of Lillie Burney Elementary School, I would like to offer our support for the proposed improvements in the 2015 Transportation Alternatives Program (TAP) application for Lillie Burney Elementary School. Not only do sidewalks and pathways provide a safe means for our children to walk and bike to school, exercise improves our children's health and has been shown to help students focus in the classroom.

As a task force member, please know that we are ready to support the program by assisting with educational and encouragement programs that are part of the non-infrastructure portion of this application. Thank you for your consideration of this application for TAP funding.

Sincerely,

Derricka B. Thomas

Hattiesburg Public School District

James Q. Bacchus, *Superintendent*

January 6, 2015

Jeffrey C. Altman P.E. State Engineer for Local Public Agencies
LPA Division, Room 4014, MDOT Administration Building
401 North West Street
Jackson, Mississippi 39215-1850

REFERENCE: Letter of Support for the 2015 Lillie Burney Elementary School
Transportation Alternatives Program Application

Dear Mr. Altman:

On behalf of Lillie Burney Elementary School, I would like to offer our support for the proposed improvements in the 2015 Transportation Alternatives Program (TAP) application for Lillie Burney Elementary School. Not only do sidewalks and pathways provide a safe means for our children to walk and bike to school, exercise improves our children's health and has been shown to help students focus in the classroom.

As a task force member, please know that we are ready to support the program by assisting with educational and encouragement programs that are part of the non-infrastructure portion of this application. Thank you for your consideration of this application for TAP funding.

Sincerely,

James Q. Bacchus
Superintendent

301 Mamie Street • Hattiesburg, MS 39401 • P.O. Box 1569 • Hattiesburg, MS 39403-1569
Phone (601) 582-5078 • Fax (601) 583-7339

LPA PDM CERTIFICATION

THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

hereby recognizes

Lamar Rutland

City of Hattiesburg

for completing 7 Professional Development Hours during

The Local Public Agency Process

Training & Certification

SEPTEMBER 16, 2014

DATE CERTIFICATE VALID FOR TWO YEARS FROM DATE OF ISSUE

Shirley Johnson

SHIRLEY JOHNSON
MS LTAP DIRECTOR

PROOF OF ESTABLISHED ACCOUNTING CONTROLS

RESOLUTION

WHEREAS, The City of Hattiesburg has been invited to apply for funding approval of a Transportation Alternatives Program (TAP) project through the Mississippi Transportation Commission; and

WHEREAS, the City of Hattiesburg proposes to construct Safe Routes to School Improvements for the Lillie Burney Elementary School District along Bowling Street from Pineview Apartments to Lillie Burney Street, along Lillie Burney Street from Bowling Street to Vernon Dahmer Drive, along Vernon Dahmer Drive from Fairway Drive to Lillie Burney Street, along Fairway Drive from Vernon Dahmer Drive to Jesse Brown Street, and along Jesse Brown Street from Fairway Drive to Country Club Road; as well as, installing school flasher assemblies and making upgrades to the drainage system where needed at an estimated total project cost of $354,995.80; and

WHEREAS, this project is eligible for 80% funding under the Transportation Alternatives Program (TAP) Program; and

WHEREAS, there are no known foreseeable legal impediments that exist that would prohibit the completion of the project; and;

NOW, THEREFORE, BE IT RESOLVED by the City of Hattiesburg, Mississippi:

1. Mayor Johnny DuPree be authorized to apply for funding approval of a Transportation Alternatives Program (TAP) for Lillie Burney Elementary School Safe Routes to School Improvements.

2. Mayor Johnny DuPree be authorized to execute a certification document that no known foreseeable legal impediment exists that would prohibit completion of the project.

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 vote, to-wit:

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

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the_____day of _____, 2016.

(SEAL)

ATTEST:

_____ _____

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the_____day of_____, 2016.

ATTEST:

_____ _____

CITY CLERK **MAYOR**

RESOLUTION

WHEREAS, The City of Hattiesburg has been invited to apply for funding approval of a Transportation Alternatives Program (TAP) project through the Mississippi Transportation Commission; and

WHEREAS, the City of Hattiesburg proposes to construct Safe Routes to School Improvements for the Lillie Burney Elementary School District along Bowling Street from Pineview Apartments to Lillie Burney Street, along Lillie Burney Street from Bowling Street to Vernon Dahmer Drive, along Vernon Dahmer Drive from Fairway Drive to Lillie Burney Street, along Fairway Drive from Vernon Dahmer Drive to Jesse Brown Street, and along Jesse Brown Street from Fairway Drive to Country Club Road; as well as, installing school flasher assemblies and making upgrades to the drainage system where needed at an estimated total project cost of $354,995.80; and

WHEREAS, this project is eligible for 80% funding under the Transportation Alternatives Program (TAP) Program; and

WHEREAS, there are no known foreseeable legal impediments that exist that would prohibit the completion of the project; and;

NOW, THEREFORE, BE IT RESOLVED by the City of Hattiesburg, Mississippi:

1. Mayor Johnny DuPree be authorized to apply for funding approval of a Transportation Alternatives Program (TAP) for Lillie Burney Elementary School Safe Routes to School Improvements.

2. Mayor Johnny DuPree be authorized to execute a certification document that no known foreseeable legal impediment exists that would prohibit completion of the project.

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

YEAS: Delgado, Carroll, Dryden, Naylor **NAYS:** None **ABSENT:** Bradley

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 19th day of January, 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

VICE **PRESIDENT**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 19th day of January, 2016.

ATTEST:

CITY CLERK

MAYOR

Johnny L. DuPree, Ph.D.
Mayor

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

January 29, 2016

LPA Division, Room 4014
MDOT Administration Building
Attn: Jeff Altman, P.E., State Engineer for Local Public Agencies
401 North West Street
Jackson, MS 39215-1850

REFERENCE: TRANSPORTATION ALTERNATIVES PROJECT APPLICATION FOR LILLIE BURNEY ELEMENTARY SCHOOL SAFE ROUTES TO SCHOOL IMPROVEMENTS

Dear Mr. Altman:

Enclosed is the City of Hattiesburg's Transportation Alternatives Project Application for the Lillie Burney Elementary School Safe Routes to School Project Improvements in Hattiesburg, Mississippi. This application will demonstrate the importance of this project and its ability to provide a safe alternative for children wanting to walk and bike to school.

Construction of the Lillie Burney Elementary School Improvements will work in conjunction with several projects currently underway in the City of Hattiesburg to improve pedestrian and bicycle access throughout the city. These efforts include connecting parks, schools and Downtown Hattiesburg to neighborhoods and natural resources.

If you need additional information, please call me at 601-545-4501. Thank you for your time and consideration of this application.

Sincerely,

CITY OF HATTIESBURG

Johnny L. DuPree, Ph.D.
Mayor

Enclosures

Johnny L. DuPree, Ph.D.
Mayor

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

January 29, 2016

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Dear Mr. Altman:

This is to certify that there are no known foreseeable legal impediments that would prohibit completion of this project, contemplated by the referenced application, and that the project complies with all applicable codes and/or regulations required for its completion.

Attached is a copy of the City's resolution authorizing the project. If you need additional information, please contact me at 601-545-4501. Thank you for your time and consideration of this application.

Sincerely,

CITY OF HATTIESBURG

Johnny L. DuPree, Ph.D.
Mayor

Enclosures

TRANSPORTATION ALTERNATIVES
PROJECT APPLICATION

DATE:

January 29, 2016

APPLICANT/LPA: (City, Town, College, etc.)

City of Hattiesburg

CONTACT PERSON: (LPA Official, City Engineer, Public Works Director, etc.)

Name: Lamar Rutland	Title: Director of Engineering

ADDRESS:

212 West Front Street		
City: Hattiesburg	State: MS	Zip: 39401

TELEPHONE NUMBER:
(601) 545-4640

EMAIL ADDRESS
lrutland@hattiesburgms.com

PROJECT DESCRIPTION:

This project consists of constructing a 5' sidewalk in the Lillie Burney Elementary School District along Bowling Street from Pineview Apartments to Lillie Burney Street, along Lillie Burney Street from Bowling Street to Vernon Dahmer Drive, along Vernon Dahmer Drive from Fairway Drive to Lillie Burney Street, along Fairway Drive from Vernon Dahmer Drive to Jesse Brown Street, and along Jesse Brown Street from Fairway Drive to Country Club Road; as well as, installing school flasher assemblies and making upgrades to the drainage system where needed.

Projected Project Costs	FEDERAL SHARE* 80% of Total Project Cost	LPA SHARE 20% Local Fund Match	TOTAL
	$ 263,264.64	$ 65,816.16	$ 329,080.80
*Maximum Federal Share = 80% of Total Cost			

LPA Official Signature: Lamar Rutland

Title: Director of Engineering

Revised: 10/30/2014

Transportation Alternative Project (TAP) Application Budget Form

1.Date: January 29, 2016 2. County: Forrest

3. Applicant: City of Hattiesburg (Local Public Agency) 4. DUNS # 079448130

5. Address: 200 West Front Street 6. Phone: (601) 545-4640

7. Project Type: ☐ TAP ☒ SRTS (additional information required)

8. Project Location Zip+4 Digit Extension 39401-7776

9. Rails Crossing in Project: ☐ Yes ☒ No

10. ROW Required: ☐ Yes ☒ No Estimated Parcels: _____

11. Utilities in Conflict: ☐ Yes ☒ No List all known: None at this time

12. Special Match Credit to be requested:

a. ☐ PE Services Only ☐ ROW Services Only ☐ Both Services

13. Estimated Project Cost and Project Funding:

ESTIMATED PROJECT COST	TOTAL
PE and Design Costs	$25,915.00
Right-of-Way (ROW) Costs	
Other Costs	
Sub-total PE & ROW	$25,915.00
Construction Costs	$274,234.00
Construction Engineering (10% Const.Cost)	$27,423.40
Testing (5% Const. Cost)	$13,711.70
Contingency (5% Const Cost)	$13,711.70
Sub-total Construction Cost	$329,080.80
TOTAL PROJECT COST	$354,995.80

CONSTRUCTION PHASE FUNDING	
Requested LPA Federal Aid Funds	
Federal Share	$263,264.64
Local Share	$65,816.16
Total	$329,080.80

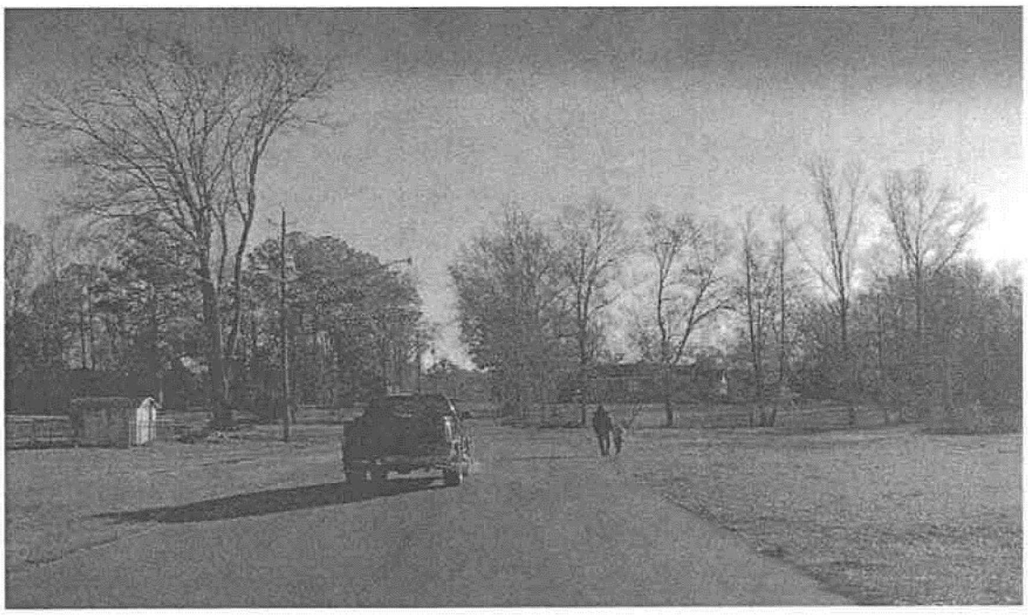
Federal Share should be 80% of sub-total construction unless seeking Special Match and then Federal Share should be 80% of total project cost. The final amount of Federal money awarded may or may not be the amount requested.

This form shall be included in all applications and will be used in the ultimate determination of Federal funds awarded.

14. SUBMITTED BY:

Applicant: Laura Tullos (Signature) Title: Director of Engineering (Mayor, Pres. Board Supervisors, Agency Head)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION-
SAFE ROUTES TO SCHOOL PROGRAM
for
Lillie Burney Elementary School



January 2016

Prepared for

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Prepared by:

NEEL-SCHAFFER
Solutions you can build upon

MDOT

COVER

SAFE ROUTES TO SCHOOL IMPROVEMENTS PROJECT

LILLIE BURNEY ELEMENTARY SCHOOL SIDEWALK PROJECT

FOR THE CITY OF HATTIESBURG
HATTIESBURG, MS

TRANSPORTATION ALTERNATIVES PROGRAM (TAP)
MOVING AHEAD FOR PROGRESS IN THE 21ST CENTURY (MAP-21)
SUBMITTED JANUARY, 2016

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BENEFITS OF PROJECT
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ATTACHMENT K : PROOF OF ESTABLISHED ACCOUNTING CONTROLS

TRANSPORTATION ALTERNATIVES
PROJECT APPLICATION

DATE:

January 29, 2016

APPLICANT/LPA: (City, Town, College, etc.)

City of Hattiesburg

CONTACT PERSON: (LPA Official, City Engineer, Public Works Director, etc.)

Name: Lamar Rutland	**Title:** Director of Engineering

ADDRESS:

212 West Front Street		
City: Hattiesburg	**State:** MS	**Zip:** 39401

TELEPHONE NUMBER:
(601) 545-4640

EMAIL ADDRESS
lrutland@hattiesburgms.com

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LPA Official Signature: _____

Title: Director of Engineering

Revised: 10/30/2014

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8. Project Location Zip+4 Digit Extension 39401-7776

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14. SUBMITTED BY:

Applicant: _____ (Signature) Title: Director of Engineering (Mayor, Pres. Board Supervisors, Agency Head)

DESCRIPTION OF PROJECT

DESCRIPTION OF PROPOSED PROJECT

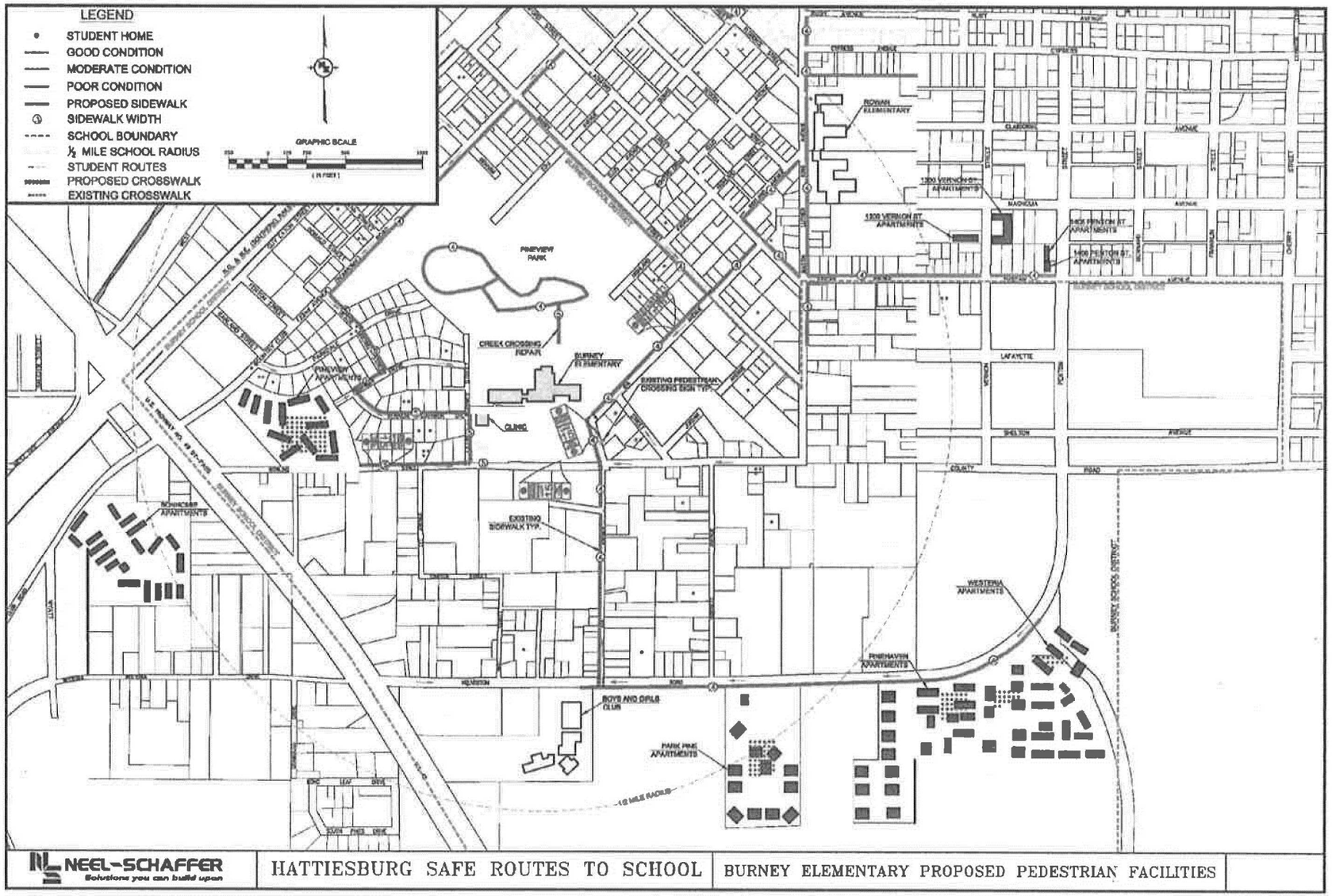
HISTORY & BACKGROUND

The City of Hattiesburg has been participating in a national program to encourage students to walk or bicycle to school and to improve the safety of the routes that students use to access these schools. The program, which is administered by Mississippi Department of Transportation (MDOT) is the Safe Routes to School Program. The City of Hattiesburg has completed improvements to two elementary school routes, Rowan Elementary and Woodley Elementary, and are currently underway improving one other school route, Hawkins Elementary. The City of Hattiesburg looks to continue their efforts in the future.

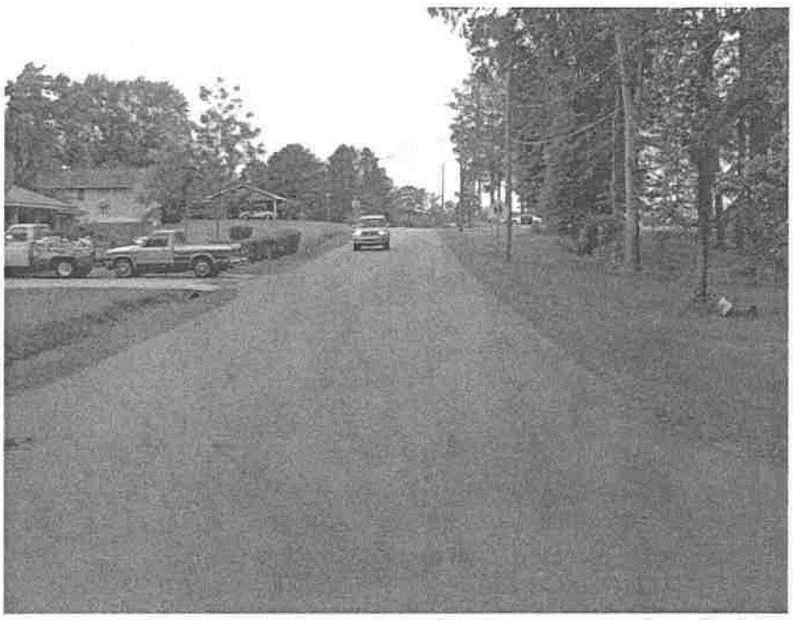
PROJECT SUMMARY

The project proposes to construct a 5' sidewalk in the Lillie Burney Elementary School District along Bowling Street from Pineview Apartments to Lillie Burney Street, along Lillie Burney Street from Bowling Street to Vernon Dahmer Drive, along Vernon Dahmer Drive from Fairway Drive to Lillie Burney Street, along Fairway Drive from Vernon Dahmer Drive to Jesse Brown Street, and along Jesse Brown Street from Fairway Drive to Country Club Road which will serve as a major collector for students attending the school. This project will also include the installation of school flasher assemblies and making upgrades to the drainage system where needed. The purpose of the pathway is to provide a safe alternative for children walking and biking to school. With the support of the Transportation Alternatives Program, the City of Hattiesburg can construct this much needed infrastructure around the Lillie Burney Elementary School.

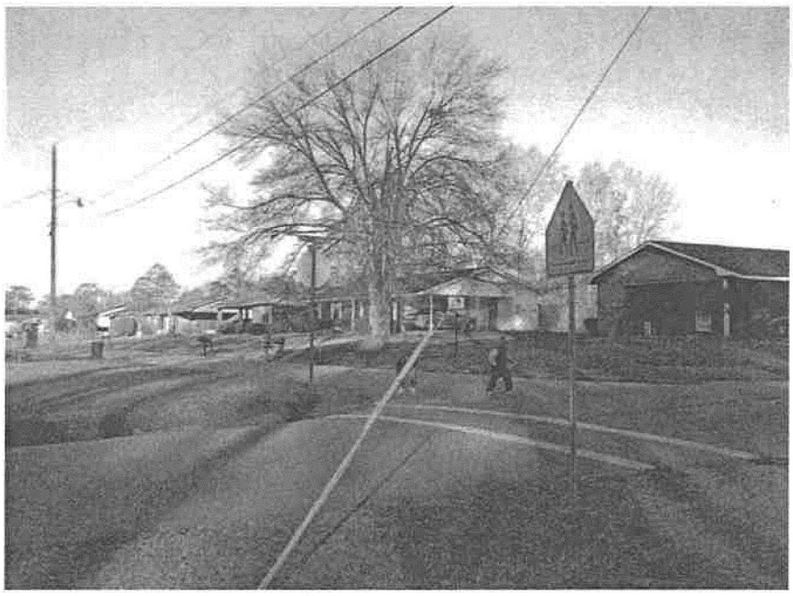
CONCEPT PLAN



EXISTING PHOTOS



EXISTING VIEW – LILLIE BURNEY STREET
View looking North towards the school



EXISTING VIEW – LILLIE BURNEY STREET AT VERNON DAHMER DRIVE
View looking Northwest of children walking to the school

EXISTING PHOTOS



EXISTING VIEW – BOWLING STREET
View looking West of parent walking child to school



EXISTING VIEW – IDA AVENUE AT SCHOOL ENTRANCE
View looking Northeast of child crossing the street

EXISTING PHOTOS



EXISTING VIEW – IDA AVENUE AT SCHOOL ENTRANCE
View looking East of child crossing the street



EXISTING VIEW – IDA AVENUE AT SCHOOL ENTRANCE
View looking Southwest of child walking

EVIDENCE OF ELIGIBILITY

The Lillie Burney Elementary School Safe Routes to School Improvements Project is eligible under the following categories identified by the grant:

a. Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 2010.
b. Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.

The end result will be a project that accommodates variety and inclusion in the City's transportation network and improves the aesthetics of the surrounding area.

BENEFITS OF PROJECT

The benefits offered by the Lillie Burney Elementary School Safe Routes to School Improvements Project are numerous and desired by City residents. The completed project will provide safe sidewalk access for children to walk to school in the Lillie Burney School District.

MAINTENANCE PLAN

The maintenance for all improvements within the project area will be handled by the Grounds and Maintenance Department of the City of Hattiesburg. The estimated annual cost of maintenance to include mowing, mulching and occasional watering will be approximately $5,000.00. This maintenance cost will be absorbed in the Grounds and Maintenance budget.

ENVIRONMENTAL REVIEW

ENVIRONMENTAL REVIEW

The Lillie Burney Elementary School Safe Routes to School Improvements Project is situated in various public property right-of-ways in central Hattiesburg, MS.

An environmental assessment was completed as follows:

Historic Properties – No impact anticipated

Floodplain Management – Zone X

Coastal Areas Protection Management – See Forrest County Environmental Sensitivity Map (Not applicable)

Water Quality – Not in Sole Source Aquifer Region

Endangered Species – No impact anticipated

Wild and Scenic Rivers – Not applicable

Air Quality – No impact

Farmlands Protection –No prime or unique farmlands will be converted by the project

Noise – Some noise during construction

Runway Clear Zones – Not applicable

Thermal and Explosive Hazards – Not applicable

Solid Waste Disposal – Illegally dumped waste, if found, will be disposed of in accordance with State & Federal Regulations

Fish and Wildlife – No impacted anticipated

Environmental Justice – Environmental Justice Statement of Compliance will be adopted

SUPPLEMENT FOR SAFE ROUTES TO SCHOOL PROJECTS

Safe Routes to Schools (SRSP) Supplemental Information

Applicant/LPA: City of Hattiesburg

Student Information *(If more than one school, attach a separate copy for each school. Include the name of the school on each copy.)*

School Name: Lillie Burney Elementary School

Number of students enrolled by grade (ex. K—54): K-57 1-64 2-70 3-52 4-57 5-45

6-36 7-_____ 8-_____ 9-_____ 10-_____ 11-_____ 12-_____

Total number of students at this school: 401

Number of students receiving free or reduced lunch: 401 % of total: 100%

Number of students living within a half-mile radius of the school: 189 % of total: 47%

Number of students who live within a half-mile to one-mile radius of the school: 96 % of total: 24%

Number of students who live within a one-mile to two-mile radius of the school: 68 % of total: 17%

For the following questions, please use the Student Travel Tally Sheet found in Appendix C or at National Center for Safe Routes to School: Evaluation -- Student In-Class Travel Tally.

Number of students currently walking to and from school by grade: K-18 1-25 2-22 3-28 4-31 5-15 6-22

Number of students currently bicycling to and from school by grade: 0% for all grades

How many of these students wear a helmet? N/A

Number of students arriving to school in a private vehicle: 59% On a school bus: 8%

Number of crashes involving student(s) walking and bicycling to or from school in the last 3 years: 1

If bussing is provided, are students living within a one-mile radius of the school allowed to ride the busses (hazard bussing)? Yes

Does your school or school district have a policy regarding students walking/bicycling to school? Yes

If yes, what is that policy? Students are required to get permission from their parents to walk or bike to school. A form is sent to parent to complete and it is returned to the school.

PRELIMINARY BUDGET

PRELIMINARY BUDGET

STREET	ESTIMATED COST
Construction Items Total	$274,234.00

1	CONSTRUCTION COST	= $274,234.00
2	CONSTRUCTION ENGINEERING (10%)	= $27,423.40
3	TESTING (5%)	= $13,711.70
4	CONTINGENCY (5%)	= $13,711.70
5	TOTAL CONSTRUCTION COST	= $329,080.80
6	PE AND DESIGN COSTS TO BE PAID BY CITY	= $25,915.00
7	**TOTAL PROJECT COST**	**= $354,995.80**

FEDERAL SHARE OF CONSTRUCTION COSTS (80% OF LINE 5) = $263,264.64

CITY SHARE OF CONSTRUCTION COSTS (20% OF LINE 5) = $65,816.16
PE AND DESIGN COSTS TO BE PAID BY CITY (LINE 6) = $25,915.00

TOTAL PARTICIPATION BY CITY = $91,731.16

BUDGET PREPARED JANUARY 2016

IMPLEMENTATION SCHEDULE

IMPLEMENTATION SCHEDULE

PROPOSED SCHEDULE

ACTIVITY	TENTATIVE SCHEDULE DATE
ANNOUNCEMENT OF FUNDED PROJECT BY MDOT (EST.)	MARCH 2016
SUBMIT PLANS, SPECIFICATIONS & COST ESTIMATE TO MDOT	JULY 2016
MDOT AUTHORIZATION TO PROCEED WITH PROJECT	OCTOBER 2016
ADVERTISEMENT OF PROJECT	FEBRUARY 2017
RECEIVE BIDS FOR CONSTRUCTION	MARCH 2017
BEGIN CONSTRUCTION	AUGUST 2017
COMPLETE CONSTRUCTION	DECEMBER 2017
PROJECT CLOSE-OUT	JANUARY 2018

LEGAL & COMPLIANCE CERTIFICATION - RESOLUTION

Johnny L. DuPree, Ph.D.
Mayor

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

January 29, 2016

LPA Division, Room 4014
MDOT Administration Building
Attn: Jeff Altman, P.E., State Engineer for Local Public Agencies
401 North West Street
Jackson, MS 39215-1850

REFERENCE: TRANSPORTATION ALTERNATIVES PROJECT APPLICATION FOR LILLIE BURNEY ELEMENTARY SCHOOL SAFE ROUTES TO SCHOOL IMPROVEMENTS

Dear Mr. Altman:

This is to certify that there are no known foreseeable legal impediments that would prohibit completion of this project, contemplated by the referenced application, and that the project complies with all applicable codes and/or regulations required for its completion.

Attached is a copy of the City's resolution authorizing the project. If you need additional information, please contact me at 601-545-4501. Thank you for your time and consideration of this application.

Sincerely,

CITY OF HATTIESBURG

Johnny L. DuPree, Ph.D.
Mayor

Enclosures

RESOLUTION

WHEREAS, The City of Hattiesburg has been invited to apply for funding approval of a Transportation Alternatives Program (TAP) project through the Mississippi Transportation Commission; and

WHEREAS, the City of Hattiesburg proposes to construct Safe Routes to School Improvements for the Lillie Burney Elementary School District along Bowling Street from Pineview Apartments to Lillie Burney Street, along Lillie Burney Street from Bowling Street to Vernon Dahmer Drive, along Vernon Dahmer Drive from Fairway Drive to Lillie Burney Street, along Fairway Drive from Vernon Dahmer Drive to Jesse Brown Street, and along Jesse Brown Street from Fairway Drive to Country Club Road; as well as, installing school flasher assemblies and making upgrades to the drainage system where needed at an estimated total project cost of $354,995.80; and

WHEREAS, this project is eligible for 80% funding under the Transportation Alternatives Program (TAP)Program; and

WHEREAS, there are no known foreseeable legal impediments that exist that would prohibit the completion of the project; and;

NOW, THEREFORE, BE IT RESOLVED by the City of Hattiesburg, Mississippi:

1. Mayor Johnny DuPree be authorized to apply for funding approval of a Transportation Alternatives Program (TAP) for Lillie Burney Elementary School Safe Routes to School Improvements.

2. Mayor Johnny DuPree be authorized to execute the Memorandum of Understanding.

3. Mayor Johnny DuPree be authorized to execute a certification document that no known foreseeable legal impediment exists that would prohibit completion of the project.

Hattiesburg Public School District
Lillie Burney Elementary School
901 Ida Avenue
Hattiesburg, MS 39401
601.582.5291
Dr. Derricka B. Thomas, Principal

December 30, 2014

Jeffrey C. Altman P.E. State Engineer for Local Public Agencies
LPA Division, Room 4014, MDOT Administration Building
401 North West Street
Jackson, Mississippi 39215-1850

REFERENCE: Letter of Support for the 2015 Lillie Burney Elementary School Transportation Alternatives Program Application

Dear Mr. Altman:

On behalf of Lillie Burney Elementary School, I would like to offer our support for the proposed improvements in the 2015 Transportation Alternatives Program (TAP) application for Lillie Burney Elementary School. Not only do sidewalks and pathways provide a safe means for our children to walk and bike to school, exercise improves our children's health and has been shown to help students focus in the classroom.

As a task force member, please know that we are ready to support the program by assisting with educational and encouragement programs that are part of the non-infrastructure portion of this application. Thank you for your consideration of this application for TAP funding.

Sincerely,

Derricka B. Thomas

"Lillie Burney Elementary School...is a safe haven of teaching, learning, and respect."

Hattiesburg Public School District

James Q. Bacchus, *Superintendent*

January 6, 2015

Jeffrey C. Altman P.E. State Engineer for Local Public Agencies
LPA Division, Room 4014, MDOT Administration Building
401 North West Street
Jackson, Mississippi 39215-1850

REFERENCE: Letter of Support for the 2015 Lillie Burney Elementary School
Transportation Alternatives Program Application

Dear Mr. Altman:

On behalf of Lillie Burney Elementary School, I would like to offer our support for the proposed improvements in the 2015 Transportation Alternatives Program (TAP) application for Lillie Burney Elementary School. Not only do sidewalks and pathways provide a safe means for our children to walk and bike to school, exercise improves our children's health and has been shown to help students focus in the classroom.

As a task force member, please know that we are ready to support the program by assisting with educational and encouragement programs that are part of the non-infrastructure portion of this application. Thank you for your consideration of this application for TAP funding.

Sincerely,

James Q. Bacchus
Superintendent

301 Mamie Street • Hattiesburg, MS 39401 • P.O. Box 1569 • Hattiesburg, MS 39403-1569
Phone (601) 582-5078 • Fax (601) 583-7339

LPA PDM CERTIFICATION

THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

hereby recognizes

Lamar Rutland

City of Hattiesburg

for completing 7 Professional Development Hours during

The Local Public Agency Process

Training & Certification

SEPTEMBER 16, 2014

DATE CERTIFICATE VALID FOR TWO YEARS FROM DATE OF ISSUE

Shirley Johnson

SHIRLEY JOHNSON
MS LTAP DIRECTOR

PROOF OF ESTABLISHED ACCOUNTING CONTROLS

City of Hattiesburg, MS

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

Master

File Number: 2015-394

File ID: 2015-394 **Type:** Resolution **Status:** Passed

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

File Created: 01/08/2016

Brief Title: TAP application for Penton Street Improvements **Final Action:** 01/19/2016

Minute Book Number: MB2016-16-17

Title:

Adopt a Resolution to authorize and approve the Mayor to apply for funding approval of Transportation Alternatives Program (TAP) for Improvements along Penton Street; execute certification document for project, and execute Memorandum of Understanding for same.

Notes:

Sponsors: **Enactment Date:**

Attachments: TAP Resolution, Cover Letter, Certification Letter, MOU with William Carey University, Penton Street Improvements, Budget Form, Project Application, executed TAP Resolution RES#2016-14

Enactment Number:

Contact: **Meeting Date:** 01/19/2016

Drafter: Janet Beech **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/19/2016	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt a Resolution to authorize and approve the Mayor to apply for funding approval of Transportation Alternatives Program (TAP) for Improvements along Penton Street; execute certification document for project, and execute Memorandum of Understanding for same.

Mayor DuPree stated that William Carey University will install sidewalks and that Penton Street will have bus shelters.

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

Yeas: 4 - Delgado, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Bradley

Yea:	4	Council Member Delgado
		Council Member Carroll
		Council Member Dryden
		Council Member Naylor
ΓEL-No Vote:	0	

Text of Legislative File 2015-394

Title

Adopt a Resolution to authorize and approve the Mayor to apply for funding approval of Transportation Alternatives Program (TAP) for Improvements along Penton Street; execute certification document for project, and execute Memorandum of Understanding for same.

Summary

TAP application for Penton Street

RESOLUTION

WHEREAS, The City of Hattiesburg has been invited to apply for funding approval of a Transportation Alternative Program {TAP) project through the Mississippi Transportation Commission; and

WHEREAS, The City of Hattiesburg proposes to construct transit shelter and lighting improvements along Penton Street and decorative intersection improvements at the Penton Street and County Drive intersection at an estimated total project cost of $293, 181.82; and

WHEREAS, this project is eligible for 80% funding under the Transportation Alternatives Program (TAP) Program; and

WHEREAS, there are no known foreseeable legal impediments that exist that would prohibit the completion of the project; and,

NOW, THEREFORE, BE IT RESOLVED by the City of Hattiesburg, Mississippi:

1. Mayor Johnny L. DuPree, Ph.D., be authorized to apply for funding approval of a Transportation Alternatives Program (TAP) for transit shelter, lighting and intersection improvements along Penton Street.

2. Mayor Johnny L. DuPree, Ph.D., be authorized to execute the Memorandum of Understanding.

3. Mayor Johnny L. DuPree, Ph.D., be authorized to execute a certification document that no known foreseeable legal impediment exists that would prohibit completion of the project.

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 vote, to-wit:

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

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the_____day of _____, 2016.

(SEAL)

ATTEST:

_____ _____

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the_____day of_____, 2016.

ATTEST:

_____ _____

CITY CLERK **MAYOR**

Johnny L. DuPree, Ph.D.
Mayor

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

January 29, 2016

LPA Division, Room 4014
MDOT Administration Building
Attn: Jeff Altman, P.E., State Engineer for Local Public Agencies
401 North West Street
Jackson, MS 39215-1850

REFERENCE: TRANSPORTATION ALTERNATIVES PROJECT APPLICATION FOR PENTON STREET IMPROVEMENTS

Dear Mr. Altman:

Enclosed is City of Hattiesburg's Transportation Alternatives Project Application for the construction of a transit shelter, lighting and a decorative intersection along Penton Street. As you will see, this application will demonstrate the importance of this project and its ability to improve the functionality and transportation network within the City of Hattiesburg. It will also support the efforts of William Carey University.

The City of Hattiesburg's goal for its transportation network is to provide safe, secure and healthful transportation infrastructure. I feel the approval and construction of this project would help achieve our goals of continuing to provide for the residents and visitors of the City of Hattiesburg.

If you need any additional information, please call me at 601-545-4501. Thank you for your time and consideration of this application.

Sincerely,

CITY OF HATTIESBURG

Johnny L. DuPree, Ph.D.
Mayor

Enclosures

Johnny L. DuPree, Ph.D.
Mayor

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

January 29, 2016

LPA Division, Room 4014
MDOT Administration Building
Attn: Jeff Altman, P.E., State Engineer for Local Public Agencies
401 North West Street
Jackson, MS 39215-1850

REFERENCE: TRANSPORTATION ALTERNATIVES PROJECT APPLICATION FOR PENTON STREET IMPROVEMENTS

Dear Mr. Altman:

This is to certify that there are no known foreseeable legal impediments that would prohibit completion of this project, contemplated by the referenced application, and that the project complies with all applicable codes and/or regulations required for its completion.

Attached is a copy of the City's resolution authorizing the project. If you need additional information, please contact me at 601-545-4501. Thank you for your time and consideration of this application.

Sincerely,

CITY OF HATTIESBURG

Johnny L. DuPree, Ph.D.
Mayor

Enclosures

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF HATTIESBURG, MISSISSIPPI
AND
WILLIAM CAREY UNIVERSITY

This agreement is made and entered by and between the City of Hattiesburg, Mississippi, a municipal corporation of the State of Mississippi, hereinafter referred to as CITY; and William Carey University, a private, faith-based institution of higher learning, hereinafter referred to as UNIVERSITY.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the CITY shall apply for federal funding through the Transportation Alternatives Program through the Mississippi Department of Transportation to make certain transit shelter, lighting and intersection improvements (Penton Street and County Drive intersection) all within the right-of-way of Penton Street located in the City;

WHEREAS, if awarded, the Transportation Alternatives Program through the Mississippi Department of Transportation provides eighty (80) percent funding for construction and associated construction engineering, testing and contingency and the UNIVERSITY will provide all required local funds to the CITY;

WHEREAS, if awarded, the Transportation Alternatives Program through the Mississippi Department of Transportation requires a local match of twenty (20) percent funding for construction and associated construction engineering, testing and contingency.

WHEREAS, the UNIVERSITY as a primary beneficiary of the improvements proposed, agrees that maintenance of the proposed improvements is in the best interest of its students, faculty, staff, visitors and member of the surrounding community, and is desirous of so doing in perpetuity;

NOW THEREFORE, for and in consideration of the stated premises and the mutual covenants and agreements of the parties as herein contained, it is agreed as follows:

THE CITY SHALL AND DOES HEREBY:

1. Agree to submit an application to request funding through the Transportation Alternatives Program through the Mississippi Department of Transportation for the construction of the proposed transit shelter, lighting and intersection improvements (Penton Street and W Commission Drive intersection) within the right-of-way of Penton Street through the Mississippi Department of Transportation.

THE UNIVERSITY SHALL AND DOES HEREBY:

1. Provide all required local matching funds to the CITY that is required by the Transportation Alternatives Program through the Mississippi Department of Transportation.

2. Provide the funds necessary for the perpetual maintenance of the proposed improvements.

IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:

1. That no right or responsibility other than those specifically listed herein above are granted or implied, and that all rights as are not specifically conveyed herein are retained by the individual entities.

2. That the right-of-way upon which this project is to be constructed and maintained belongs to the CITY. The CITY reserves the right to make the necessary improvements or modifications within the designated limits of this Agreement at any time it deems necessary to upgrade this facility to meet transportation demands, without payment or other compensation for removal or destruction of improvements made by the this project under this agreement.

3. That the CITY executes all of its orders and directives through the office of the Mayor and all notices and correspondence with the CITY shall be directed to this office. Similarly, the UNIVERSITY executes all of its orders and directives through the office of the President and all notices and correspondence with the UNIVERSITY shall be directed to this office. All notices and correspondence shall be considered delivered upon receipt at the locations stated above. All modifications to this agreement must be submitted in writing and signed by both parties before they can take effect. Oral agreements cannot serve to modify this agreement.

4. That this agreement shall be deemed executed on the latest date it is authorized by either the CITY or the UNIVERSITY. The agreement shall renew automatically each subsequent year unless canceled by either party upon notification to the other party thirty (30) days prior to the date of cancellation.

Authorized by City Council of the City of Hattiesburg, on the ____ day of _____, 20___, Minute Book ___, Page___, and executed this___ day of _____, 20___.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Mayor

Authorized by the William Carey University Board of Trustees on the ____ of _____, 20___, Minute Book ____, Page ____, and executed this ____ day of _____, 20___.

By: _____
University President

COVER

PENTON STREET IMPROVEMENTS

FOR THE CITY OF HATTIESBURG
IN SUPPORT OF WILLIAM CAREY UNIVERSITY
HATTIESBURG, MS

TRANSPORTATION ALTERNATIVES PROGRAM (TAP)
MOVING AHEAD FOR PROGRESS IN THE 21ST CENTURY (MAP-21)
SUBMITTED JANUARY, 2016

TABLE OF CONTENTS

TABLE OF CONTENTS

TRANSPORTATION ALTERNATIVES PROGRAM PROJECT APPLICATION

PROGRAM APPLICATION FORM

ATTACHMENT A :	DESCRIPTION OF PROJECT
ATTACHMENT B :	MAPS, PLANS & PHOTOS
ATTACHMENT C :	EVIDENCE OF ELIGIBILITY BENEFITS OF PROJECT MAINTENANCE PLAN
ATTACHMENT D :	ENVIRONMENTAL REVIEW
ATTACHMENT E :	PRELIMINARY BUDGET
ATTACHMENT F :	IMPLEMENTATION SCHEDULE
ATTACHMENT G:	LEGAL & COMPLIANCE CERTIFICATION/ RESOLUTION
ATTACHMENT H:	PROOF OF ESTABLISHED ACCOUNTING CONTROLS

DESCRIPTION OF PROJECT

DESCRIPTION OF PROPOSED PROJECT

HISTORY & BACKGROUND

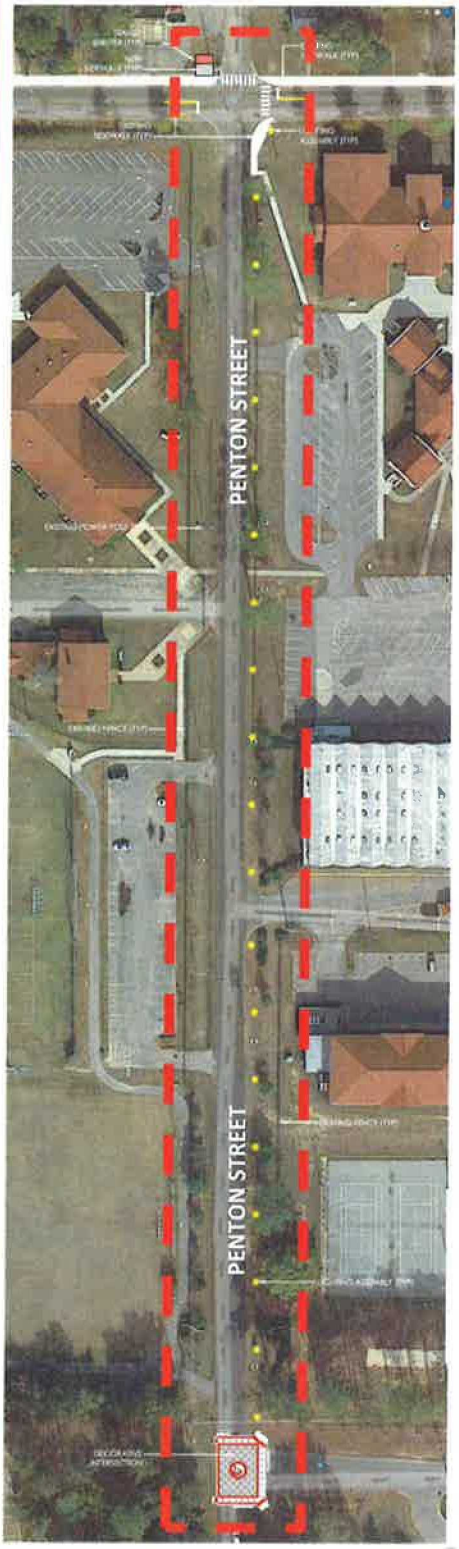
The City of Hattiesburg was incorporated in 1884 with a population of approximately 400. Transportation has always played a key role in the growth and character of Hattiesburg. The City is known as the "Hub City" because it is located at the intersections of Interstate 59 and U.S. Highways 49, 98 and 11. Also in 1884, the railroad, known as the Southern Railway System, was built from Meridian through Hattiesburg to New Orleans. In 1897, the completion of the Gulf and Ship Island Railroad from Gulfport to Jackson, now part of the Illinois Central System, ran through Hattiesburg and ushered in the lumber boom. The City has seen consistent growth to present day and was designated a Metropolitan Statistical Area in 1994 with a combined metropolitan population of more than 100,000 residents.

William Carey University has offered higher education in Hattiesburg since 1906 and has grown to be a vital part of the Hattiesburg community due to its economic impact, high standard of education and mission outreach. The physical campus has seen enormous grown in recent years with two large construction projects currently underway, and four more to begin in the near future.

PROJECT SUMMARY

The overall goal of this project is to create a safe and more attractive way for pedestrians and cyclists to move along Penton Street adjacent to the William Carey University campus. As noted on the following page in Exhibit 1, the project will include a transit shelter to support both transit users and local school children. The project will also include lighting and a decorative intersection at Penton Street and County Drive. The new lighting will provide for safer nighttime use for both pedestrians and drivers. The new intersection will provide traffic calming for a busy intersection that serves as the entrance to campus and is a pedestrian connection to the Western part of campus.

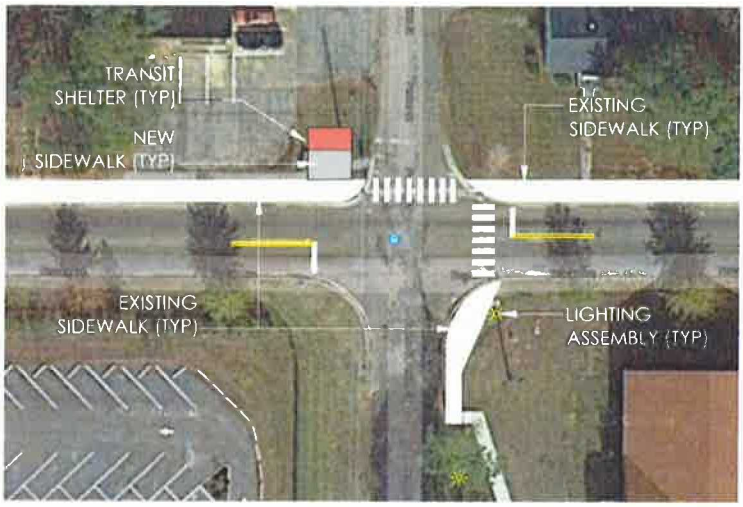
CONCEPT PLAN



OVERALL PROJECT AREA
Penton Street – Tuscan Avenue to County Drive



DECORATIVE INTERSECTION
Penton Street and County Drive



TRANSIT SHELTER
Penton Street and Tuscan Avenue

EXISTING PHOTOS



EXISTING VIEW – PENTON STREET
Looking South



EXISTING VIEW – PENTON STREET
Looking North

EXISTING PHOTOS



EXISTING VIEW – PENTON STREET AND COUNTY DRIVE INTERSECTION
View to the East – Location of decorative intersection improvements



EXISTING VIEW – PENTON STREET
View to the North

EVIDENCE OF ELIGIBILITY

EVIDENCE OF ELIGIBILITY

The Penton Street Improvements Project is eligible under the following categories identified by the grant:

a. Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990.
b. Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.

The end result will be a project that accommodates variety and inclusion in the City's transportation network and improves the aesthetics of the surrounding area.

BENEFITS OF PROJECT

The benefits offered by the Penton Street Improvements Project are numerous and desired by both City residents and members of the William Carey University community. The completed project will improve lighting, transit infrastructure and provide traffic calming in a high-use area for pedestrians.

The transit improvements will also connect to a recent sidewalk improvements project along the north side of Tuscan Avenue, which intersects Penton Street as shown on some of the included exhibits.

MAINTENANCE PLAN

The maintenance for all improvements within the project area will be handled by the Grounds and Maintenance Department of William Carey University. The estimated annual cost of maintenance to include mowing, lighting and decorative paving will be approximately $6,000.00. The cost will be derived from the William Carey University maintenance budget.

ENVIRONMENTAL REVIEW

ENVIRONMENTAL REVIEW

The Penton Street Improvements Project is situated in various public property right-of-ways in south-central Hattiesburg, MS.

An environmental assessment was completed as follows:

Historic Properties – No impact anticipated

Floodplain Management – Zone X

Coastal Areas Protection Management – See Forrest County Environmental Sensitivity Map (Not applicable)

Water Quality – Not in Sole Source Aquifer Region

Endangered Species – No impact anticipated

Wild and Scenic Rivers – Not applicable

Air Quality – No impact

Farmlands Protection –No prime or unique farmlands will be converted by the project

Noise – Some noise during construction

Runway Clear Zones – Not applicable

Thermal and Explosive Hazards – Not applicable

Solid Waste Disposal – Illegally dumped waste, if found, will be disposed of in accordance with State & Federal Regulations

Fish and Wildlife – No impacted anticipated

Environmental Justice – Environmental Justice Statement of Compliance will be adopted

BUDGET

PRELIMINARY BUDGET

	ITEM	ESTIMATED COST
	Lighting	$109,000.00
	Decorative Intersection	$64,922.72
	Transit Shelter	$15,850.00
	Mobilization	$14,500.00
	Maintenance of Traffic	$19,500.00
	Construction Staking	$3,500.00
1	CONSTRUCTION COST =	$227,272.72
2	CONSTRUCTION ENGINEERING (10%) =	$22,727.27
3	TESTING (5%) =	$11,363.64
4	CONTINGENCY (5%) =	$11,363.64
5	TOTAL CONSTRUCTION COST =	$272,727.27
6	PE AND DESIGN COSTS TO BE PAID BY CITY =	$20,454.55
7	**TOTAL PROJECT COST =**	**$293,181.82**

FEDERAL SHARE OF CONSTRUCTION COSTS (80% OF LINE 5) = $218,181.81

CITY SHARE OF CONSTRUCTION COSTS (20% OF LINE 5) = $54,545.45
PE AND DESIGN COSTS TO BE PAID BY CITY (LINE 6) = $20,454.55

TOTAL PARTICIPATION BY CITY = $75,000.00

BUDGET PREPARED DECEMBER 2015

IMPLEMENTATION SCHEDULE

IMPLEMENTATION SCHEDULE

PROPOSED SCHEDULE

ACTIVITY	TENTATIVE SCHEDULE DATE
ANNOUNCEMENT OF FUNDED PROJECT BY MDOT (EST.)	MARCH 2016
SUBMIT PLANS, SPECIFICATIONS & COST ESTIMATE TO MDOT	JULY 2016
MDOT AUTHORIZATION TO PROCEED WITH PROJECT	OCTOBER 2016
ADVERTISEMENT OF PROJECT	FEBRUARY 2017
RECEIVE BIDS FOR CONSTRUCTION	MARCH 2017
BEGIN CONSTRUCTION	JUNE 2017
COMPLETE CONSTRUCTION	SEPTEMBER 2016
PROJECT CLOSE-OUT	OCTOBER 2017

LEGAL & COMPLIANCE CERTIFICATION

THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

hereby recognizes

Lamar Rutland

City of Hattiesburg

for completing 7 Professional Development Hours during

The Local Public Agency Process
Training & Certification

SEPTEMBER 16, 2014

DATE CERTIFICATE VALID FOR TWO YEARS FROM DATE OF ISSUE

Shirley Johnson

SHIRLEY JOHNSON
MS LTAP DIRECTOR

PROOF OF ESTABLISHED ACCOUNTING CONTROLS

Revised: 10/30/2014

Transportation Alternative Project (TAP) Application Budget Form

1.Date: _____ 2. County: FORREST

3. Applicant: CITY OF HATTIESBURG (Local Public Agency) 4. DUNS # _____

5. Address: PO BOX 1898 HATTIESBURG, MS 39403-1898 6. Phone: 601-545-4640

7. Project Type: ☐ TAP ☐ SRTS (additional information required)

8. Project Location Zip+4 Digit Extension 39401-5347

9. Rails Crossing in Project: ☐ Yes ☐ No

10. ROW Required: ☐ Yes ☐ No Estimated Parcels: _____

11. Utilities in Conflict: ☐ Yes ☐ No List all known: _____

12. Special Match Credit to be requested:

a. ☐ PE Services Only ☐ ROW Services Only ☐ Both Services

13. Estimated Project Cost and Project Funding:

ESTIMATED PROJECT COST	TOTAL
PE and Design Costs	$20,454.55
Right-of-Way (ROW) Costs	$0.00
Other Costs	$0.00
Sub-total PE & ROW	$20,454.55
Construction Costs	$227,272.72
Construction Engineering (10% Const.Cost)	$22,727.27
Testing (5% Const. Cost)	$11,363.64
Contingency (5% Const Cost)	$11,363.64
Sub-total Construction Cost	$272,727.27
TOTAL PROJECT COST	$293,181.82

CONSTRUCTION PHASE FUNDING	
Requested LPA Federal Aid Funds	
Federal Share	$218,181.81
Local Share	$54,545.45
Total	$272,727.26

Federal Share should be 80% of sub-total construction unless seeking Special Match and then Federal Share should be 80% of total project cost. The final amount of Federal money awarded may or may not be the amount requested.

This form shall be included in all applications and will be used in the ultimate determination of Federal funds awarded.

14. SUBMITTED BY:

Applicant: _____ (Signature) Title: DIRECTOR OF ENGINEERING (Mayor, Pres. Board Supervisors, Agency Head)

TRANSPORTATION ALTERNATIVES
PROJECT APPLICATION

DATE:

APPLICANT/LPA: (City, Town, College, etc.)

CITY OF HATTIESBURG

CONTACT PERSON: (LPA Official, City Engineer, Public Works Director, etc.)

Name: LAMAR RUTLAND, PE	Title: DIRECTOR OF ENGINEERING

ADDRESS:

PO BOX 1898		
City: HATTIESBURG	State: MS	Zip: 39403-1898

TELEPHONE NUMBER:
601-545-4640

EMAIL ADDRESS
lrutland@hattiesburgms.com

PROJECT DESCRIPTION:

The overall goal of this project is to create a safe and more attractive way for pedestrians and cyclists to move along Penton Street adjacent to the William Carey University campus. The project will include a transit shelter to support both transit users and local school children. The project will also include lighting and a decorative intersection at Penton Street and County Drive. The new lighting will provide for safer nighttime use for both pedestrians and drivers. The new decorative intersection will provide traffic calming for a busy intersection that serves as the entrance to campus and is a pedestrian connection to the Western part of campus.

Projected Project Costs	FEDERAL SHARE* 80% of Total Project Cost	LPA SHARE 20% Local Fund Match	TOTAL
	$ 218,181.81	$ 54,545.45	$ 272,727.26
*Maximum Federal Share = 80% of Total Cost			

LPA Official Signature: _____

Title: Director of Engineering

RESOLUTION

WHEREAS, The City of Hattiesburg has been invited to apply for funding approval of a Transportation Alternative Program {TAP) project through the Mississippi Transportation Commission; and

WHEREAS, The City of Hattiesburg proposes to construct transit shelter and lighting improvements along Penton Street and decorative intersection improvements at the Penton Street and County Drive intersection at an estimated total project cost of $293, 181.82; and

WHEREAS, this project is eligible for 80% funding under the Transportation Alternatives Program (TAP) Program; and

WHEREAS, there are no known foreseeable legal impediments that exist that would prohibit the completion of the project; and,

NOW, THEREFORE, BE IT RESOLVED by the City of Hattiesburg, Mississippi:

1. Mayor Johnny L. DuPree, Ph.D., be authorized to apply for funding approval of a Transportation Alternatives Program (TAP) for transit shelter, lighting and intersection improvements along Penton Street.

2. Mayor Johnny L. DuPree, Ph.D., be authorized to execute the Memorandum of Understanding.

3. Mayor Johnny L. DuPree, Ph.D., be authorized to execute a certification document that no known foreseeable legal impediment exists that would prohibit completion of the project.

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

YEAS: Delgado, Carroll, Dryden, Naylor **NAYS:** None **ABSENT:** Bradley

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 19th day of January, 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

VICE **PRESIDENT**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 19th day of January, 2016.

ATTEST:

CITY CLERK

MAYOR

Johnny L. DuPree, Ph.D.
Mayor

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

January 29, 2016

LPA Division, Room 4014
MDOT Administration Building
Attn: Jeff Altman, P.E., State Engineer for Local Public Agencies
401 North West Street
Jackson, MS 39215-1850

REFERENCE: TRANSPORTATION ALTERNATIVES PROJECT APPLICATION FOR PENTON STREET IMPROVEMENTS

Dear Mr. Altman:

Enclosed is City of Hattiesburg's Transportation Alternatives Project Application for the construction of a transit shelter, lighting and a decorative intersection along Penton Street. As you will see, this application will demonstrate the importance of this project and its ability to improve the functionality and transportation network within the City of Hattiesburg. It will also support the efforts of William Carey University.

The City of Hattiesburg's goal for its transportation network is to provide safe, secure and healthful transportation infrastructure. I feel the approval and construction of this project would help achieve our goals of continuing to provide for the residents and visitors of the City of Hattiesburg.

If you need any additional information, please call me at 601-545-4501. Thank you for your time and consideration of this application.

Sincerely,

CITY OF HATTIESBURG

Johnny L. DuPree, Ph.D.
Mayor

Enclosures

Johnny L. DuPree, Ph.D.
Mayor

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

January 29, 2016

LPA Division, Room 4014
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Attn: Jeff Altman, P.E., State Engineer for Local Public Agencies
401 North West Street
Jackson, MS 39215-1850

REFERENCE: TRANSPORTATION ALTERNATIVES PROJECT APPLICATION FOR PENTON STREET IMPROVEMENTS

Dear Mr. Altman:

This is to certify that there are no known foreseeable legal impediments that would prohibit completion of this project, contemplated by the referenced application, and that the project complies with all applicable codes and/or regulations required for its completion.

Attached is a copy of the City's resolution authorizing the project. If you need additional information, please contact me at 601-545-4501. Thank you for your time and consideration of this application.

Sincerely,

CITY OF HATTIESBURG

Johnny L. DuPree, Ph.D.
Mayor

Enclosures

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF HATTIESBURG, MISSISSIPPI
AND
WILLIAM CAREY UNIVERSITY

This agreement is made and entered by and between the City of Hattiesburg, Mississippi, a municipal corporation of the State of Mississippi, hereinafter referred to as CITY; and William Carey University, a private, faith-based institution of higher learning, hereinafter referred to as UNIVERSITY.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the CITY shall apply for federal funding through the Transportation Alternatives Program through the Mississippi Department of Transportation to make certain transit shelter, lighting and intersection improvements (Penton Street and County Drive intersection) all within the right-of-way of Penton Street located in the City;

WHEREAS, if awarded, the Transportation Alternatives Program through the Mississippi Department of Transportation provides eighty (80) percent funding for construction and associated construction engineering, testing and contingency and the UNIVERSITY will provide all required local funds to the CITY;

WHEREAS, if awarded, the Transportation Alternatives Program through the Mississippi Department of Transportation requires a local match of twenty (20) percent funding for construction and associated construction engineering, testing and contingency.

WHEREAS, the UNIVERSITY as a primary beneficiary of the improvements proposed, agrees that maintenance of the proposed improvements is in the best interest of its students, faculty, staff, visitors and member of the surrounding community, and is desirous of so doing in perpetuity;

NOW THEREFORE, for and in consideration of the stated premises and the mutual covenants and agreements of the parties as herein contained, it is agreed as follows:

THE CITY SHALL AND DOES HEREBY:

1. Agree to submit an application to request funding through the Transportation Alternatives Program through the Mississippi Department of Transportation for the construction of the proposed transit shelter, lighting and intersection improvements (Penton Street and W Commission Drive intersection) within the right-of-way of Penton Street through the Mississippi Department of Transportation.

THE UNIVERSITY SHALL AND DOES HEREBY:

1. Provide all required local matching funds to the CITY that is required by the Transportation Alternatives Program through the Mississippi Department of Transportation.

2. Provide the funds necessary for the perpetual maintenance of the proposed improvements.

IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:

1. That no right or responsibility other than those specifically listed herein above are granted or implied, and that all rights as are not specifically conveyed herein are retained by the individual entities.

2. That the right-of-way upon which this project is to be constructed and maintained belongs to the CITY. The CITY reserves the right to make the necessary improvements or modifications within the designated limits of this Agreement at any time it deems necessary to upgrade this facility to meet transportation demands, without payment or other compensation for removal or destruction of improvements made by the this project under this agreement.

3. That the CITY executes all of its orders and directives through the office of the Mayor and all notices and correspondence with the CITY shall be directed to this office. Similarly, the UNIVERSITY executes all of its orders and directives through the office of the President and all notices and correspondence with the UNIVERSITY shall be directed to this office. All notices and correspondence shall be considered delivered upon receipt at the locations stated above. All modifications to this agreement must be submitted in writing and signed by both parties before they can take effect. Oral agreements cannot serve to modify this agreement.

4. That this agreement shall be deemed executed on the latest date it is authorized by either the CITY or the UNIVERSITY. The agreement shall renew automatically each subsequent year unless canceled by either party upon notification to the other party thirty (30) days prior to the date of cancellation.

Authorized by City Council of the City of Hattiesburg, on the ____ day of _____, 20___, Minute Book ___, Page___, and executed this___ day of _____, 20___.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Mayor

Authorized by the William Carey University Board of Trustees on the ____ of _____, 20___, Minute Book ____, Page ____, and executed this ____ day of _____, 20___.

By: _____
University President

COVER

PENTON STREET IMPROVEMENTS

FOR THE CITY OF HATTIESBURG
IN SUPPORT OF WILLIAM CAREY UNIVERSITY
HATTIESBURG, MS

TRANSPORTATION ALTERNATIVES PROGRAM (TAP)
MOVING AHEAD FOR PROGRESS IN THE 21ST CENTURY (MAP-21)
SUBMITTED JANUARY, 2016

TABLE OF CONTENTS

TABLE OF CONTENTS

TRANSPORTATION ALTERNATIVES PROGRAM PROJECT APPLICATION

PROGRAM APPLICATION FORM

ATTACHMENT A :	DESCRIPTION OF PROJECT
ATTACHMENT B :	MAPS, PLANS & PHOTOS
ATTACHMENT C :	EVIDENCE OF ELIGIBILITY BENEFITS OF PROJECT MAINTENANCE PLAN
ATTACHMENT D :	ENVIRONMENTAL REVIEW
ATTACHMENT E :	PRELIMINARY BUDGET
ATTACHMENT F :	IMPLEMENTATION SCHEDULE
ATTACHMENT G:	LEGAL & COMPLIANCE CERTIFICATION/ RESOLUTION
ATTACHMENT H:	PROOF OF ESTABLISHED ACCOUNTING CONTROLS

DESCRIPTION OF PROJECT

DESCRIPTION OF PROPOSED PROJECT

HISTORY & BACKGROUND

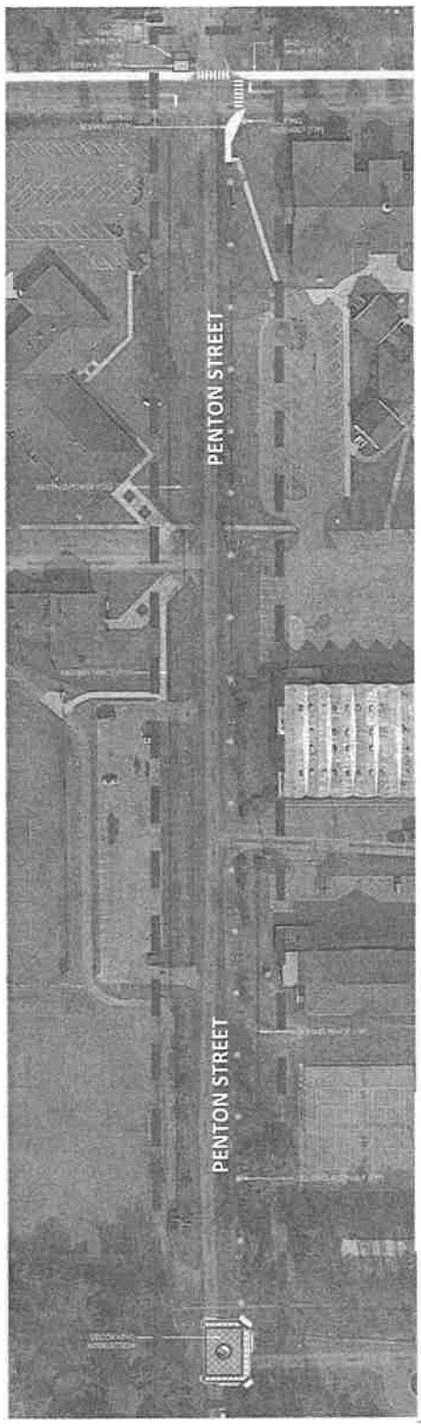
The City of Hattiesburg was incorporated in 1884 with a population of approximately 400. Transportation has always played a key role in the growth and character of Hattiesburg. The City is known as the "Hub City" because it is located at the intersections of Interstate 59 and U.S. Highways 49, 98 and 11. Also in 1884, the railroad, known as the Southern Railway System, was built from Meridian through Hattiesburg to New Orleans. In 1897, the completion of the Gulf and Ship Island Railroad from Gulfport to Jackson, now part of the Illinois Central System, ran through Hattiesburg and ushered in the lumber boom. The City has seen consistent growth to present day and was designated a Metropolitan Statistical Area in 1994 with a combined metropolitan population of more than 100,000 residents.

William Carey University has offered higher education in Hattiesburg since 1906 and has grown to be a vital part of the Hattiesburg community due to its economic impact, high standard of education and mission outreach. The physical campus has seen enormous grown in recent years with two large construction projects currently underway, and four more to begin in the near future.

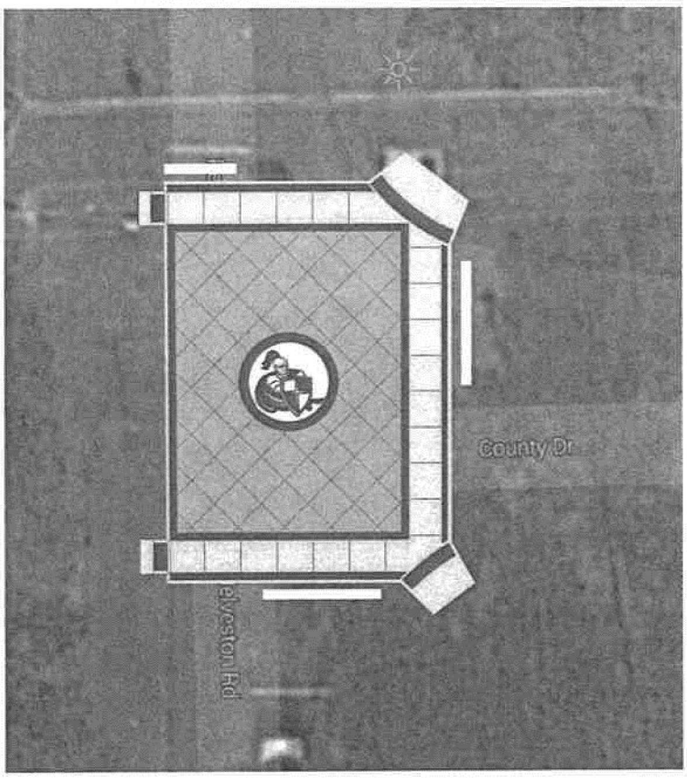
PROJECT SUMMARY

The overall goal of this project is to create a safe and more attractive way for pedestrians and cyclists to move along Penton Street adjacent to the William Carey University campus. As noted on the following page in Exhibit 1, the project will include a transit shelter to support both transit users and local school children. The project will also include lighting and a decorative intersection at Penton Street and County Drive. The new lighting will provide for safer nighttime use for both pedestrians and drivers. The new intersection will provide traffic calming for a busy intersection that serves as the entrance to campus and is a pedestrian connection to the Western part of campus.

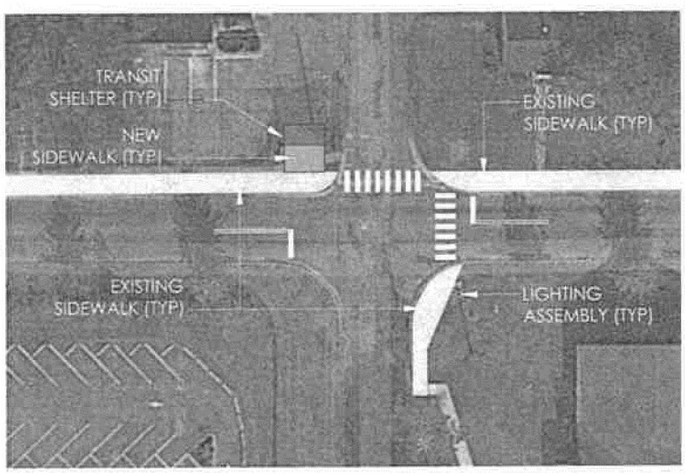
CONCEPT PLAN



OVERALL PROJECT AREA
Penton Street – Tuscan Avenue to County Drive



DECORATIVE INTERSECTION
Penton Street and County Drive



TRANSIT SHELTER
Penton Street and Tuscan Avenue

EXISTING PHOTOS



EXISTING VIEW – PENTON STREET
Looking South

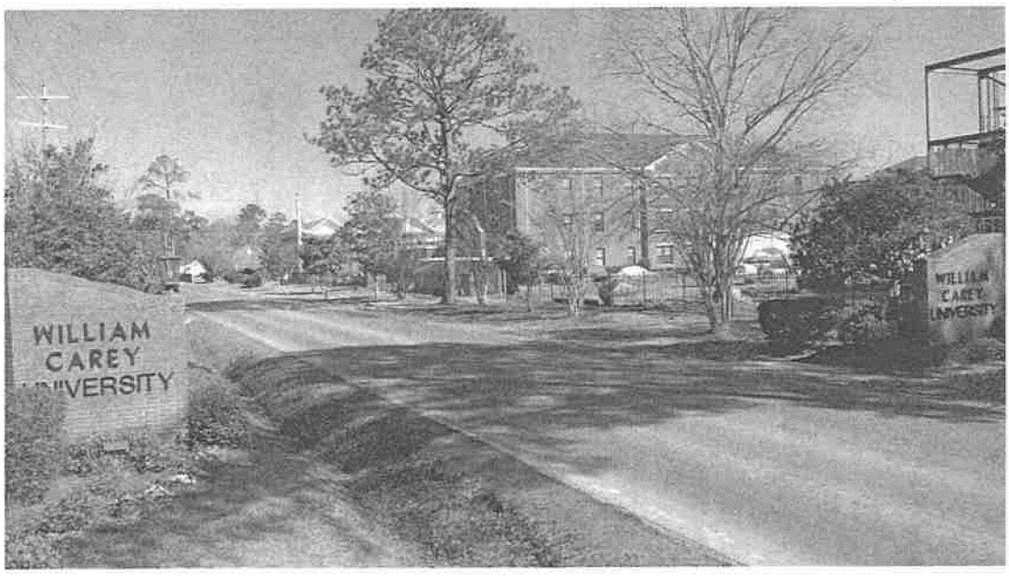


EXISTING VIEW – PENTON STREET
Looking North

EXISTING PHOTOS



EXISTING VIEW – PENTON STREET AND COUNTY DRIVE INTERSECTION
View to the East – Location of decorative intersection improvements



EXISTING VIEW – PENTON STREET
View to the North

EVIDENCE OF ELIGIBILITY

The Penton Street Improvements Project is eligible under the following categories identified by the grant:

a. Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990.
b. Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.

The end result will be a project that accommodates variety and inclusion in the City's transportation network and improves the aesthetics of the surrounding area.

BENEFITS OF PROJECT

The benefits offered by the Penton Street Improvements Project are numerous and desired by both City residents and members of the William Carey University community. The completed project will improve lighting, transit infrastructure and provide traffic calming in a high-use area for pedestrians.

The transit improvements will also connect to a recent sidewalk improvements project along the north side of Tuscan Avenue, which intersects Penton Street as shown on some of the included exhibits.

MAINTENANCE PLAN

The maintenance for all improvements within the project area will be handled by the Grounds and Maintenance Department of William Carey University. The estimated annual cost of maintenance to include mowing, lighting and decorative paving will be approximately $6,000.00. The cost will be derived from the William Carey University maintenance budget.

ENVIRONMENTAL REVIEW

ENVIRONMENTAL REVIEW

The Penton Street Improvements Project is situated in various public property right-of-ways in south-central Hattiesburg, MS.

An environmental assessment was completed as follows:

Historic Properties – No impact anticipated

Floodplain Management – Zone X

Coastal Areas Protection Management – See Forrest County Environmental Sensitivity Map (Not applicable)

Water Quality – Not in Sole Source Aquifer Region

Endangered Species – No impact anticipated

Wild and Scenic Rivers – Not applicable

Air Quality – No impact

Farmlands Protection –No prime or unique farmlands will be converted by the project

Noise – Some noise during construction

Runway Clear Zones – Not applicable

Thermal and Explosive Hazards – Not applicable

Solid Waste Disposal – Illegally dumped waste, if found, will be disposed of in accordance with State & Federal Regulations

Fish and Wildlife – No impacted anticipated

Environmental Justice – Environmental Justice Statement of Compliance will be adopted

BUDGET

PRELIMINARY BUDGET

ITEM	ESTIMATED COST
Lighting	$109,000.00
Decorative Intersection	$64,922.72
Transit Shelter	$15,850.00
Mobilization	$14,500.00
Maintenance of Traffic	$19,500.00
Construction Staking	$3,500.00

1	CONSTRUCTION COST =	$227,272.72
2	CONSTRUCTION ENGINEERING (10%) =	$22,727.27
3	TESTING (5%) =	$11,363.64
4	CONTINGENCY (5%) =	$11,363.64
5	TOTAL CONSTRUCTION COST =	$272,727.27
6	PE AND DESIGN COSTS TO BE PAID BY CITY =	$20,454.55
7	**TOTAL PROJECT COST =**	**$293,181.82**

FEDERAL SHARE OF CONSTRUCTION COSTS (80% OF LINE 5) = $218,181.81

CITY SHARE OF CONSTRUCTION COSTS (20% OF LINE 5) = $54,545.45
PE AND DESIGN COSTS TO BE PAID BY CITY (LINE 6) = $20,454.55

TOTAL PARTICIPATION BY CITY = $75,000.00

BUDGET PREPARED DECEMBER 2015

IMPLEMENTATION SCHEDULE

IMPLEMENTATION SCHEDULE

PROPOSED SCHEDULE

ACTIVITY	TENTATIVE SCHEDULE DATE
ANNOUNCEMENT OF FUNDED PROJECT BY MDOT (EST.)	MARCH 2016
SUBMIT PLANS, SPECIFICATIONS & COST ESTIMATE TO MDOT	JULY 2016
MDOT AUTHORIZATION TO PROCEED WITH PROJECT	OCTOBER 2016
ADVERTISEMENT OF PROJECT	FEBRUARY 2017
RECEIVE BIDS FOR CONSTRUCTION	MARCH 2017
BEGIN CONSTRUCTION	JUNE 2017
COMPLETE CONSTRUCTION	SEPTEMBER 2016
PROJECT CLOSE-OUT	OCTOBER 2017

LEGAL & COMPLIANCE CERTIFICATION

THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

hereby recognizes

Lamar Rutland

City of Hattiesburg

for completing 7 Professional Development Hours during

The Local Public Agency Process

Training & Certification

SEPTEMBER 16, 2014

DATE CERTIFICATE VALID FOR TWO YEARS FROM DATE OF ISSUE

Shirley Johnson

SHIRLEY JOHNSON
MS LTAP DIRECTOR

PROOF OF ESTABLISHED ACCOUNTING CONTROLS

TRANSPORTATION ALTERNATIVES
PROJECT APPLICATION

DATE:

APPLICANT/LPA: (City, Town, College, etc.)

CITY OF HATTIESBURG

CONTACT PERSON: (LPA Official, City Engineer, Public Works Director, etc.)

Name: LAMAR RUTLAND, PE	Title: DIRECTOR OF ENGINEERING

ADDRESS:

PO BOX 1898		
City: HATTIESBURG	State: MS	Zip: 39403-1898

TELEPHONE NUMBER:
601-545-4640

EMAIL ADDRESS
lrutland@hattiesburgms.com

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Projected Project Costs	FEDERAL SHARE* 80% of Total Project Cost	LPA SHARE 20% Local Fund Match	TOTAL
	$ 218,181.81	$ 54,545.45	$ 272,727.26
*Maximum Federal Share = 80% of Total Cost			

LPA Official Signature: Lamar Rutland

Title: Director of Engineering

Revised: 10/30/2014

Transportation Alternative Project (TAP) Application Budget Form

1.Date: _____ 2. County: FORREST

3. Applicant: CITY OF HATTIESBURG (Local Public Agency) 4. DUNS # _____

5. Address: PO BOX 1898 HATTIESBURG, MS 39403-1898 6. Phone: 601-545-4640

7. Project Type: ☐ TAP ☐ SRTS (additional information required)

8. Project Location Zip+4 Digit Extension 39401-5347

9. Rails Crossing in Project: ☐ Yes ☐ No

10. ROW Required: ☐ Yes ☐ No Estimated Parcels: _____

11. Utilities in Conflict: ☐ Yes ☐ No List all known: _____

12. Special Match Credit to be requested:

a. ☐ PE Services Only ☐ ROW Services Only ☐ Both Services

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14. SUBMITTED BY:

Applicant: _____ (Signature) Title: DIRECTOR OF ENGINEERING (Mayor, Pres. Board Supervisors, Agency Head)

City of Hattiesburg, MS

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

Master

File Number: 2015-2390

File ID: 2015-2390 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 01/08/2016

Brief Title: 2016 Continuing Disclosure **Final Action:** 01/19/2016

Minute Book Number: MB2016-17

Title:

Authorize Mayor to execute professional services agreement with Butler Snow LLP in connection with the Mississippi 2016 Continuing Disclosure filing.

Notes:

Sponsors: **Enactment Date:**

Attachments: Continuing Disclosure Engagment Letter 2016 - City of Hattiesburg (for FY 2015), executed Continuing Disclosure Engagment Letter 2016 - City of Hattiesburg (for FY 2015)

Enactment Number:

Contact: **Meeting Date:** 01/19/2016

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/19/2016	Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Authorize Mayor to execute professional services agreement with Butler Snow LLP in connection with the Mississippi 2016 Continuing Disclosure filing.

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

Yeas: 4 - Delgado, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Bradley

Yea: 4 Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

ΓEL-No Vote: 0

Text of Legislative File 2015-2390

Title

Authorize Mayor to execute professional services agreement with Butler Snow LLP in connection with the Mississippi 2016 Continuing Disclosure filing.

Summary

2016 Continuing Disclosure

Budget Information

001095.6025

Expenditure Type

Regular Budget item

BUTLER | SNOW

January 8, 2016

(VIA E-MAIL swaits@hattiesburgms.com)

City of Hattiesburg, Mississippi
Attn: Sharon Waits, Chief Financial Officer
P. O. Box 1898
Hattiesburg, Mississippi 39403-1898

RE: City of Hattiesburg, Mississippi 2016 Continuing Disclosure

Dear Ms. Waits:

We are pleased to confirm our engagement as dissemination agent (the "Dissemination Agent") to the City of Hattiesburg, Mississippi (the "City") in connection with its annual continuing disclosure undertaking. We appreciate your confidence in us and will do our best to continue to merit it. This letter sets forth the role we propose to serve and the responsibilities we propose to assume as Dissemination Agent in connection with the Annual Filing.

We understand that pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule.

We also understand that pursuant to the City's Policies and Procedures for Continuing Disclosure/SEC Rule 15c2-12 Compliance (the "Policy"), a staff designee of the City is required to appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and the Rule, and the City is hereby appointing us to serve as Dissemination Agent in connection with the **Annual Filing for fiscal year 2015 to be filed on or before March 31, 2016.**

SCOPE OF ENGAGEMENT

As Dissemination Agent we will examine the City's continuing disclosure responsibility, consult with parties to the City; compile the Annual Filing (with the assistance of the City) and file an Annual Filing for and on behalf of the City. We will rely upon information provided to us without undertaking to verify the same by independent investigation. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Annual Filing. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Dissemination Agent are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon the filing of the Annual Filing.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will be sufficiently different from the filing of the Annual Filing so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance filing of the Annual Filing. Execution of this engagement letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEE STRUCTURE

Based upon: (i) our current understanding of the terms, structure, size and schedule of the Annual Filing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the Annual Filing, and (iv) the responsibilities we assume, our fee for this engagement will be $3,000. Such fee may vary: (i) if material changes in the structure of the financing occur or (ii) if unusual or unforeseen circumstances arise which require a significant increase in our time or our responsibilities. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

In addition, this letter authorizes us to incur expenses and make disbursements on behalf of the City, which we will include in our invoice. Disbursement expenses will include such items as travel costs, photocopying, deliveries and other out-of-pocket costs.

PUBLICITY CONCERNING THIS MATTER

Often projects and matters such as this are of interest to the public. Also, many clients desire favorable publicity. Therefore, you agree that we may respond to inquiries from the news media and we may initiate and publish information to the public on this matter (including but not limited to our firm website) unless you instruct us not to do so. In any event, we will not divulge any non-public information regarding this matter.

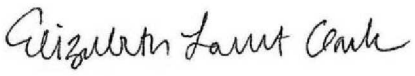
RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by (1) returning the enclosed copy of this engagement letter dated and signed by an authorized officer; and (2) returning the material event notice certification dated and signed by an authorized officer, attached hereto as **Exhibit A**. Please retain a copy of the original engagement letter and material event notice certification for your files.

We look forward to working with you again on your Annual Filing.

BUTLER SNOW LLP



_____
By: Elizabeth Lambert Clark

Accepted and Approved:

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Mayor

Dated: _____, 2016

cc: Annie Amos, Esq., City Attorney (amoslawoffices@gmail.com)
The Honorable Mayor Johnny L. DuPree, Ph.D. (jdupree@hattiesburgms.com)

EXHIBIT A

Event Notice

The City certifies that none of the event notices have occurred with respect to the Bonds:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves, if any, reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) Modifications to rights of Bondholders, if material;

(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property, if any, securing repayment of the Bonds, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the Issuer;

(13) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and/or

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Mayor

Dated: _____, 2016

BUTLER | SNOW

January 8, 2016

(VIA E-MAIL swaits@hattiesburgms.com)

City of Hattiesburg, Mississippi
Attn: Sharon Waits, Chief Financial Officer
P. O. Box 1898
Hattiesburg, Mississippi 39403-1898

RE: City of Hattiesburg, Mississippi 2016 Continuing Disclosure

Dear Ms. Waits:

We are pleased to confirm our engagement as dissemination agent (the "Dissemination Agent") to the City of Hattiesburg, Mississippi (the "City") in connection with its annual continuing disclosure undertaking. We appreciate your confidence in us and will do our best to continue to merit it. This letter sets forth the role we propose to serve and the responsibilities we propose to assume as Dissemination Agent in connection with the Annual Filing.

We understand that pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule.

We also understand that pursuant to the City's Policies and Procedures for Continuing Disclosure/SEC Rule 15c2-12 Compliance (the "Policy"), a staff designee of the City is required to appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and the Rule, and the City is hereby appointing us to serve as Dissemination Agent in connection with the **Annual Filing for fiscal year 2015 to be filed on or before March 31, 2016.**

SCOPE OF ENGAGEMENT

As Dissemination Agent we will examine the City's continuing disclosure responsibility, consult with parties to the City; compile the Annual Filing (with the assistance of the City) and file an Annual Filing for and on behalf of the City. We will rely upon information provided to us without undertaking to verify the same by independent investigation. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Annual Filing. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Dissemination Agent are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon the filing of the Annual Filing.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will be sufficiently different from the filing of the Annual Filing so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance filing of the Annual Filing. Execution of this engagement letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEE STRUCTURE

Based upon: (i) our current understanding of the terms, structure, size and schedule of the Annual Filing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the Annual Filing, and (iv) the responsibilities we assume, our fee for this engagement will be $3,000. Such fee may vary: (i) if material changes in the structure of the financing occur or (ii) if unusual or unforeseen circumstances arise which require a significant increase in our time or our responsibilities. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

In addition, this letter authorizes us to incur expenses and make disbursements on behalf of the City, which we will include in our invoice. Disbursement expenses will include such items as travel costs, photocopying, deliveries and other out-of-pocket costs.

PUBLICITY CONCERNING THIS MATTER

Often projects and matters such as this are of interest to the public. Also, many clients desire favorable publicity. Therefore, you agree that we may respond to inquiries from the news media and we may initiate and publish information to the public on this matter (including but not limited to our firm website) unless you instruct us not to do so. In any event, we will not divulge any non-public information regarding this matter.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by (1) returning the enclosed copy of this engagement letter dated and signed by an authorized officer; and (2) returning the material event notice certification dated and signed by an authorized officer, attached hereto as **Exhibit A**. Please retain a copy of the original engagement letter and material event notice certification for your files.

We look forward to working with you again on your Annual Filing.

BUTLER SNOW LLP

Elizabeth Lambert Clark

By: Elizabeth Lambert Clark

Accepted and Approved:

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Mayor

Dated: January 19, 2016

cc: Annie Amos, Esq., City Attorney (amoslawoffices@gmail.com)
The Honorable Mayor Johnny L. DuPree, Ph.D. (jdupree@hattiesburgms.com)

EXHIBIT A

Event Notice

The City certifies that none of the event notices have occurred with respect to the Bonds:

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(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves, if any, reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

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(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property, if any, securing repayment of the Bonds, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the Issuer;

(13) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and/or

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Mayor

Dated: January 19, 2016

City of Hattiesburg, MS

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

Master

File Number: 2015-2387

File ID: 2015-2387 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 01/07/2016

Brief Title: NFPA 1021 FIRE OFFICER CONTRACT **Final Action:** 01/19/2016

Minute Book Number: MB2016-17

Title: Authorize Mayor to execute agreement between the Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department to administer the course curriculum of NFPA 1021; for an amount not to exceed $9,008.00.

Notes:

Sponsors: **Enactment Date:**

Attachments: NFPA 1021 CONTRACT 2016, executed NFPA 1021 CONTRACT 2016 **Enactment Number:**

Contact: **Meeting Date:**

Drafter: LINDA MONTGOMERY **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/19/2016	Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Authorize Mayor to execute agreement between the Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department to administer the course curriculum of NFPA 1021; for an amount not to exceed $9,008.00.

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

Yeas: 4 - Delgado, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Bradley

Yea: 4 Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

ΓEL-No Vote: 0

Text of Legislative File 2015-2387

Title
Authorize Mayor to execute agreement between the Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department to administer the course curriculum of NFPA 1021; for an amount not to exceed $9,008.00.

Expenditure Type

STATE FIRE ACADEMY

Division of the Mississippi Insurance Department
#1 FIRE ACADEMY U.S.A.
JACKSON, MISSISSIPPI 39208-9600
Phone: (601) 932-2444

Reggie Bell
Executive Director

Mike Chaney
Insurance Commissioner

Memorandum of Understanding

This Memorandum of Understanding is entered into between the Mississippi State Fire Academy (MSFA), #1 Fire Academy USA, Jackson, MS 39208 (Rankin County Mississippi) and the following Customer:

Customer Name: **Hattiesburg Fire Department**
Address: **53rd Academy Drive**
City, State Zip: **Hattiesburg, Ms 39401**
Phone:
Fax: **601-545-4652**
Federal ID Number:
Contact Person/Title: **Barry Collins, Training Officer**
Email Address:

1. DATE(S) OF SERVICE: **March 2016**

2. LOCATION FOR SERVICE TO BE PERFORMED: **Hattiesburg Fire Department**

3. DESCRIPTION OF SERVICE TO BE PROVIDED TO CUSTOMER: (Course Name and Description, Course Hours, Certificates Issued, Dorm/Meals/Books if Applicable, etc.)

Academy staff is to provide the course curriculum of NFPA 1021 Fire Officer at Hattiesburg Fire Department. The course will consist of 80 hours. This program will be the same format as on-campus program and will be taught by full time MSFA Instructors. Two Instructors will be on site each day for testing and daily activities. Certificates will be issued to those successfully completing level I and level II. Final exams at each level must be passed in order to receive course credit.

Books are not included in this contract.

4: NUMBER OF STUDENTS THIS MEMORANDUM OF UNDERSTANDING APPLIES TO: **_25____**

5. SERVICE FEE: **$9,008.00 Total Course Fee (This does not include books)**

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

Please note that if there is more than one department/organization entering this agreement for this course and the fee is split between the departments/organizations, the cost per student is based on the provided number of students. If the number of students from participating departments/organizations changes, the cost per student will change. However, the total of the fees will equal the total cost above and will be split between the participating departments/organizations.

If on Academy campus Monday through Thursday, are meals to be provided: ☐ Yes ☐ No ☒ N/A If Yes, indicate which meals are provided:
____Breakfast served 6:30 a.m. to 7:15 a.m ____Lunch served 11:30 a.m. to 12:45 p.m.
If on Academy campus Monday through Thursday, are dorm rooms requested: ☐ Yes _____Rooms ☐ No ☒ N/A

Note: An invoice will be submitted to the customer upon completion of the service. If a purchase order number is required from your company, please fill in the appropriate blocks on this form. Payment for services is due within thirty (30) days of completion of services and receipt of invoice.

6. MODIFICATION, AMENDMENT, OR TERMINATION OF AGREEMENT:
Modifications, amendments, or termination of the Memorandum of Understanding may be made upon mutual agreement of both parties but must be in writing and signed by both parties. This Agreement may be terminated by the Academy upon written notice to the Customer should the Academy be subject to governmental budgetary cuts or if personnel cuts limit the amount of available manpower necessary to execute the professional service

7. INSURANCE:
Customer represents that it will maintain workers' compensation insurance as prescribed by law that will inure to the benefit of the customer's personnel, as well as comprehensive general liability insurance. The Academy represents that it maintains workers compensation insurance for Academy personnel during the course of their official duties. Further, the Academy represents that as a state agency, the Mississippi Tort Claims Board views the organization as a sub-agency of the Mississippi Insurance Department. The Mississippi Insurance Department is certified by the Mississippi Tort Claims Board by participating in the Mississippi Tort Claims Fund as set forth in Chapter 46, Title 11, Mississippi Code 1972, as amended. This fund provides protection for tort claims against state employees and agencies subject to terms and limitations established by law while in the scope of their duties.

8. GOVERNING LAW:
This Agreement will be construed and governed in accordance with the laws of the State of Mississippi excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

9. ACADEMY COURSE MATERIAL IS PROTECTED PROPERTY:
Academy course instructional material (lesson plans, power point presentations, handouts, skills check offs, etc.) shall be considered Protected Property belonging to the Academy. If part of this agreement is to provide the Customer this information for performance of this agreement, the Customer shall not copy, duplicate, transcribe, or any other form of duplication, in whole or in part, any course material submitted to them for use in fulfilling this Memorandum of Understanding, either directly or indirectly, for personal benefit, the benefit of another, or for future use. This statement of policy shall continue to be in effect whether or not the Agreement is terminated or has expired. Additionally, if any state property is utilized as part of this agreement, the Customer assures proper custody and care of the property (withstanding normal use and wear and tear).

10. ACKNOWLEDGEMENT OF MEMORANDUM OF UNDERSTANDING:
This constitutes the entire agreement of both parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. For the faithful performance of the terms of this agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

PARTIES IN AGREEMENT:

Mississippi State Fire Academy
Authorized Personnel: Reggie Bell, Executive Director
Authorized Personnel: Pam Ladner, Office Director

12/22/15
Signature/Date

Pam Ladner 12-22-2015
Signature/Date

Academy Contact Regarding this Agreement:
Daniel Cross, Instructor Chief
Telephone: 601-932-2444
Email: dcross@msfa.state.ms.us

Customer: Hattiesburg Fire Department
Authorized Personnel: Fire Chief

Title: Fire Chief
Authorized Personnel:

Signature/Date

Optional Signature/Date:

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

Customer Invoicing/Billing Address:

Contact Name:
Contact Phone Number:

Please fax to 601-932-2819 and mail the original signature document to the Fire Academy at the following address:
Pam Ladner, Office Director
State Fire Academy
#1 Fire Academy USA Jackson MS 39208-9600

STATE FIRE ACADEMY

Division of the Mississippi Insurance Department
#1 FIRE ACADEMY U.S.A.
JACKSON, MISSISSIPPI 39208-9600
Phone: (601) 932-2444

Reggie Bell
Executive Director

Mike Chaney
Insurance Commissioner

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This Memorandum of Understanding is entered into between the Mississippi State Fire Academy (MSFA), #1 Fire Academy USA, Jackson, MS 39208 (Rankin County Mississippi) and the following Customer:

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Address: **53rd Academy Drive**
City, State Zip: **Hattiesburg, Ms 39401**
Phone:
Fax: **601-545-4652**
Federal ID Number:
Contact Person/Title: **Barry Collins, Training Officer**
Email Address:

1. DATE(S) OF SERVICE: **March 2016**

2. LOCATION FOR SERVICE TO BE PERFORMED: **Hattiesburg Fire Department**

3. DESCRIPTION OF SERVICE TO BE PROVIDED TO CUSTOMER: (Course Name and Description, Course Hours, Certificates Issued, Dorm/Meals/Books if Applicable, etc.)

Academy staff is to provide the course curriculum of NFPA 1021 Fire Officer at Hattiesburg Fire Department. The course will consist of 80 hours. This program will be the same format as on-campus program and will be taught by full time MSFA Instructors. Two Instructors will be on site each day for testing and daily activities. Certificates will be issued to those successfully completing level I and level II. Final exams at each level must be passed in order to receive course credit.

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4: NUMBER OF STUDENTS THIS MEMORANDUM OF UNDERSTANDING APPLIES TO: **_25____**

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Please note that if there is more than one department/organization entering this agreement for this course and the fee is split between the departments/organizations, the cost per student is based on the provided number of students. If the number of students from participating departments/organizations changes, the cost per student will change. However, the total of the fees will equal the total cost above and will be split between the participating departments/organizations.

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____Breakfast served 6:30 a.m. to 7:15 a.m ____Lunch served 11:30 a.m. to 12:45 p.m.
If on Academy campus Monday through Thursday, are dorm rooms requested: ☐ Yes _____Rooms ☐ No ☒ N/A

Note: An invoice will be submitted to the customer upon completion of the service. If a purchase order number is required from your company, please fill in the appropriate blocks on this form. Payment for services is due within thirty (30) days of completion of services and receipt of invoice.

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Customer represents that it will maintain workers' compensation insurance as prescribed by law that will inure to the benefit of the customer's personnel, as well as comprehensive general liability insurance. The Academy represents that it maintains workers compensation insurance for Academy personnel during the course of their official duties. Further, the Academy represents that as a state agency, the Mississippi Tort Claims Board views the organization as a sub-agency of the Mississippi Insurance Department. The Mississippi Insurance Department is certified by the Mississippi Tort Claims Board by participating in the Mississippi Tort Claims Fund as set forth in Chapter 46, Title 11, Mississippi Code 1972, as amended. This fund provides protection for tort claims against state employees and agencies subject to terms and limitations established by law while in the scope of their duties.

8. GOVERNING LAW:
This Agreement will be construed and governed in accordance with the laws of the State of Mississippi excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

9. ACADEMY COURSE MATERIAL IS PROTECTED PROPERTY:
Academy course instructional material (lesson plans, power point presentations, handouts, skills check offs, etc.) shall be considered Protected Property belonging to the Academy. If part of this agreement is to provide the Customer this information for performance of this agreement, the Customer shall not copy, duplicate, transcribe, or any other form of duplication, in whole or in part, any course material submitted to them for use in fulfilling this Memorandum of Understanding, either directly or indirectly, for personal benefit, the benefit of another, or for future use. This statement of policy shall continue to be in effect whether or not the Agreement is terminated or has expired. Additionally, if any state property is utilized as part of this agreement, the Customer assures proper custody and care of the property (withstanding normal use and wear and tear).

10. ACKNOWLEDGEMENT OF MEMORANDUM OF UNDERSTANDING:
This constitutes the entire agreement of both parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. For the faithful performance of the terms of this agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

PARTIES IN AGREEMENT:

Mississippi State Fire Academy
Authorized Personnel: Reggie Bell, Executive Director
Authorized Personnel: Pam Ladner, Office Director

12/22/15
Signature/Date

Pam Ladner 12-22-2015
Signature/Date

Academy Contact Regarding this Agreement:
Daniel Cross, Instructor Chief
Telephone: 601-932-2444
Email: dcross@msfa.state.ms.us

Customer: Hattiesburg Fire Department
Authorized Personnel: Fire Chief

Title: Fire Chief
Authorized Personnel

1-19-16
Signature/Date

Optional Signature/Date:

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

Customer Invoicing/Billing Address:

Contact Name:
Contact Phone Number:

Please fax to 601-932-2819 and mail the original signature document to the Fire Academy at the following address:
Pam Ladner, Office Director
State Fire Academy
#1 Fire Academy USA Jackson MS 39208-9600

City of Hattiesburg, MS

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

Master

File Number: 2015-2392

File ID: 2015-2392 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 01/11/2016

Brief Title: Memorandum of Understanding - Wesley Health System, LLC **Final Action:** 01/19/2016

Minute Book Number: MB2016-18

Title:

Authorize the Mayor to execute in duplicate Memorandum of Understanding (MOU) between City of Hattiesburg, Mississippi, and Wesley Health System, Inc. regarding additional land required for new well located at Lot 11, Methodist Medical Park, Hattiesburg, Mississippi.

Notes:

Sponsors: **Enactment Date:**

Attachments: MOU City and Wesley Health Systems, executed
MOU City and Wesley Health Systems **Enactment Number:**

Contact: **Meeting Date:** 01/19/2016

Drafter: Janet Beech **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/19/2016	Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Authorize the Mayor to execute in duplicate Memorandum of Understanding (MOU) between City of Hattiesburg, Mississippi, and Wesley Health System, Inc. regarding additional land required for new well located at Lot 11, Methodist Medical Park, Hattiesburg, Mississippi.

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

Yeas: 4 - Delgado, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Bradley

Yea:	4	Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor
ΓEL-No Vote:	0	

Text of Legislative File 2015-2392

Title

Authorize the Mayor to execute in duplicate Memorandum of Understanding (MOU) between City of Hattiesburg, Mississippi, and Wesley Health System, Inc. regarding additional land required for new well located at Lot 11, Methodist Medical Park, Hattiesburg, Mississippi.

Summary

Memorandum of Understanding - Wesley Health System, LLC

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF HATTIESBURG, MISSISSIPPI
AND
WESLEY HEALTH SYSTEM, LLC

This agreement is made and entered by and between the City of Hattiesburg, Mississippi, a municipal corporation of the State of Mississippi, hereinafter referred to as CITY; and Wesley Health System, LLC, d/b/a Merit Health Wesley, a business operating in the State of Mississippi, hereinafter referred to as HOSPITAL.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, regarding water tower located at Lot 11, Methodist Medical Park, City of Hattiesburg, Lamar County, Mississippi;

NOW THEREFORE, for and in consideration of the stated premises and the mutual covenants and agreements of the parties as herein contained, it is agreed as follows:

THE CITY SHALL AND DOES HEREBY:

1. Agrees to initial painting of water tower in colors and logo provided by Hospital at the full expense of the CITY and to allow the Hospital logo to be the sole logo on the water tower for the term of this Agreement.

2. Agree to include water tower in its current 15 Year painting rotation schedule.

3. Agrees that painting design and/or colors will be according to the CITY's standard unless HOSPITAL is willing to pay cost difference between standard painting and HOSPITAL'S requested painting design and/or colors.

4. Agrees to paint water tower outside of rotation schedule if HOSPITAL so requests and at the full expense of HOSPITAL.

THE HOSPITAL SHALL AND DOES HEREBY:

1. Agrees to donate property where location of additional water well will be located in lieu of payment for said property (see Attachment A)

2. Agrees to pay cost difference between CITY's standard painting process and the HOSPITAL's requested painting design and/or color of water tower during the planned painting by rotation schedule.

3. Agrees to pay all costs involved when requesting for water tower to be painted outside of planned rotation schedule or undergoing a name/logo change.

IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:

1. That no right or responsibility other than those specifically listed herein above are granted or implied, and that all rights as are not specifically conveyed herein are retained by the individual entities.

2. That the HOSPITAL executes its orders and directives through Merit Health Wesley and all notices and correspondence with the HOSPITAL shall be directed to 4000 Meridian Blvd., Franklin, Tennessee, 37067. Similarly, the CITY executes all of its orders and directives through the office of the Mayor and all notices and correspondence with the CITY shall be directed to P.O. Box 1898, Hattiesburg, Mississippi, 39403. All notices and correspondence shall be considered delivered upon receipt at the locations stated above. All modifications to this agreement must be submitted in writing and signed by both parties before they can take effect. Oral agreements cannot serve to modify this agreement.

3. That this agreement shall be deemed executed on the latest date it is authorized by either the HOSPITAL or the CITY. The agreement shall renew automatically each subsequent year unless canceled by either party upon notification to the other party thirty (30) days prior to the date of cancellation; OR at the permanent closing of the hospital facility. In the event that the City of Hattiesburg terminates the agreement, the City shall pay the HOSPITAL an amount equal to the appraised value of the land parcel at the date of contract entered into less the differential amount paid by the City for painting as referenced in #3 above.

Authorized by the City of Hattiesburg, on the ___ day of _____, 2016.

CITY OF HATTIESBURG, MISSISSIPPI

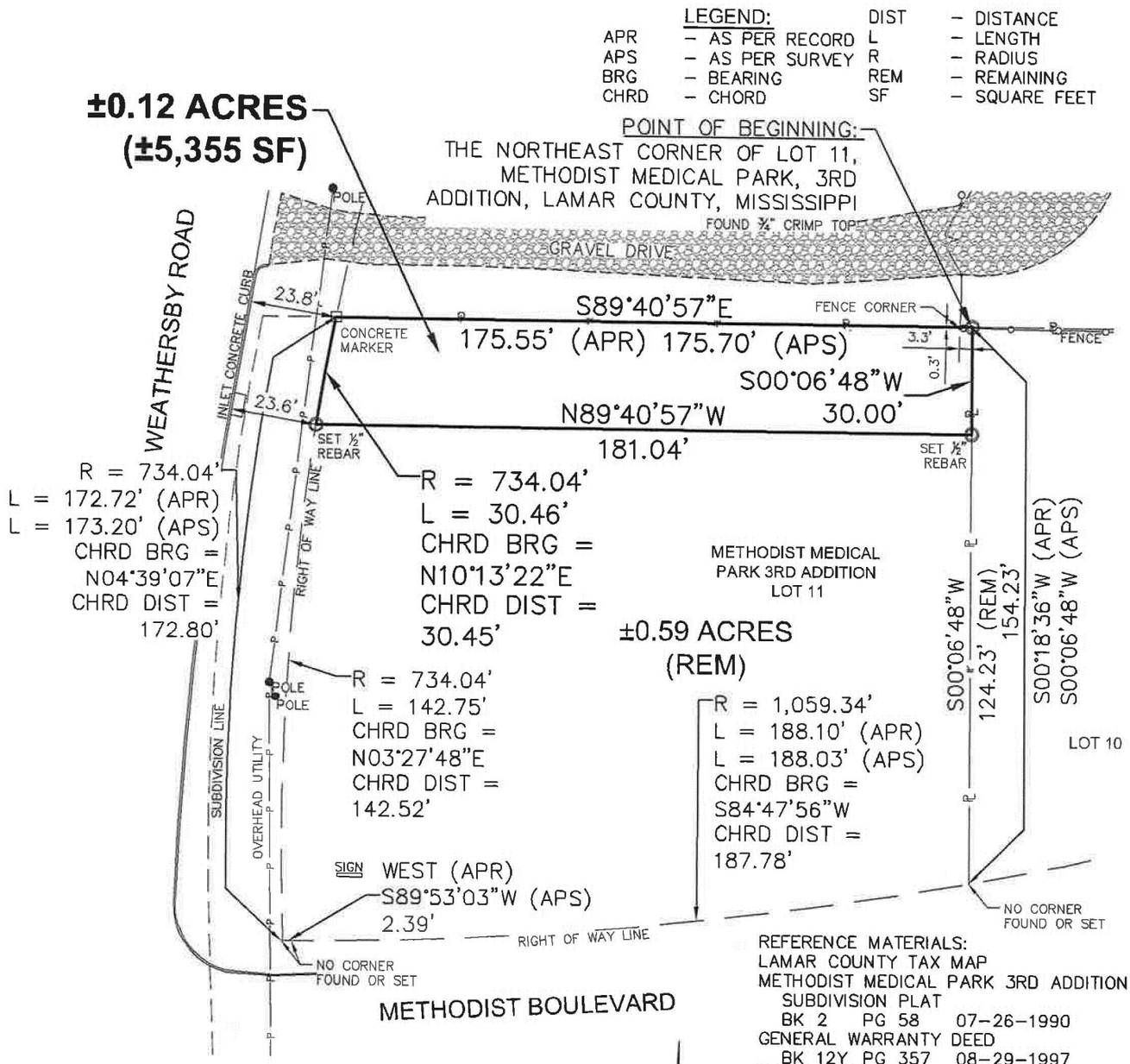
By: _____
Johnny DuPree, Mayor

Authorized by Merit Health Wesley, on the 11th day of January, 2016.

MERIT HEALTH WESLEY

By: _____
Michael Neuendorf, CEO

ATTACHMENT A
Property Map & Legal Description



REFERENCE MATERIALS:
LAMAR COUNTY TAX MAP
METHODIST MEDICAL PARK 3RD ADDITION
SUBDIVISION PLAT
BK 2 PG 58 07-26-1990
GENERAL WARRANTY DEED
BK 12Y PG 357 08-29-1997
WARRANTY DEED
BK 9K PG 208 08-02-1990

SCALE: 1" = 40'

SURVEY DATE: MAY 08, 2014

JUDGED TO BE A CLASS "B" SURVEY
SURVEYED TO CLASS "B"

BEARINGS ARE BASED ON THE RECORD BEARING OF THE NORTH LINE OF LOT 11 OF METHODIST MEDICAL PARK 3RD ADDITION.

STATE OF MISSISSIPPI
COUNTY OF LAMAR
CITY OF HATTIESBURG

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

A part of Lot 11 of the Methodist Medical Park 3rd Addition in the City of Hattiesburg, County of Lamar, State of Mississippi, as per map or plat thereof on file in the Office of the Chancery Clerk of said Forrest County and being more particularly described as follows:

- Beginning at a ¾ Inch Crimp Top representing the Northeast Corner of said Lot 11;
- thence run S00°06'48"W along the East Line of said Lot 11 for 30.00 feet,
- thence run N89°40'57"W and parallel to the North Line of said Lot 11 for 181.04 feet to a Point on the Eastern Right of Way Line of Weathersby Road, a public roadway,
- thence run Northeasterly along said Eastern Right of Way Line and Arc to the Right for 30.46 feet to a Concrete Monument representing the Intersection of said Eastern Right of Way Line and said North Line of Lot 11, said Arc having a Radius of 734.04 feet, a Chord Bearing of N10°13'22"E and a Chord Distance of 30.45 feet,
- thence run S89°40'57"E along said North Line for 175.70 feet to the Point of Beginning, comprising 0.12 Acres (5,355 Square Feet), more or less.

sdw Engineering Progress
301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sdw.com

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

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF HATTIESBURG, MISSISSIPPI
AND
WESLEY HEALTH SYSTEM, LLC

This agreement is made and entered by and between the City of Hattiesburg, Mississippi, a municipal corporation of the State of Mississippi, hereinafter referred to as CITY; and Wesley Health System, LLC, d/b/a Merit Health Wesley, a business operating in the State of Mississippi, hereinafter referred to as HOSPITAL.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, regarding water tower located at Lot 11, Methodist Medical Park, City of Hattiesburg, Lamar County, Mississippi;

NOW THEREFORE, for and in consideration of the stated premises and the mutual covenants and agreements of the parties as herein contained, it is agreed as follows:

THE CITY SHALL AND DOES HEREBY:

1. Agrees to initial painting of water tower in colors and logo provided by Hospital at the full expense of the CITY and to allow the Hospital logo to be the sole logo on the water tower for the term of this Agreement.

2. Agree to include water tower in its current 15 Year painting rotation schedule.

3. Agrees that painting design and/or colors will be according to the CITY's standard unless HOSPITAL is willing to pay cost difference between standard painting and HOSPITAL'S requested painting design and/or colors.

4. Agrees to paint water tower outside of rotation schedule if HOSPITAL so requests and at the full expense of HOSPITAL.

THE HOSPITAL SHALL AND DOES HEREBY:

1. Agrees to donate property where location of additional water well will be located in lieu of payment for said property (see Attachment A)

2. Agrees to pay cost difference between CITY's standard painting process and the HOSPITAL's requested painting design and/or color of water tower during the planned painting by rotation schedule.

3. Agrees to pay all costs involved when requesting for water tower to be painted outside of planned rotation schedule or undergoing a name/logo change.

IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:

1. That no right or responsibility other than those specifically listed herein above are granted or implied, and that all rights as are not specifically conveyed herein are retained by the individual entities.

2. That the HOSPITAL executes its orders and directives through Merit Health Wesley and all notices and correspondence with the HOSPITAL shall be directed to 4000 Meridian Blvd., Franklin, Tennessee, 37067. Similarly, the CITY executes all of its orders and directives through the office of the Mayor and all notices and correspondence with the CITY shall be directed to P.O. Box 1898, Hattiesburg, Mississippi, 39403. All notices and correspondence shall be considered delivered upon receipt at the locations stated above. All modifications to this agreement must be submitted in writing and signed by both parties before they can take effect. Oral agreements cannot serve to modify this agreement.

3. That this agreement shall be deemed executed on the latest date it is authorized by either the HOSPITAL or the CITY. The agreement shall renew automatically each subsequent year unless canceled by either party upon notification to the other party thirty (30) days prior to the date of cancellation; OR at the permanent closing of the hospital facility. In the event that the City of Hattiesburg terminates the agreement, the City shall pay the HOSPITAL an amount equal to the appraised value of the land parcel at the date of contract entered into less the differential amount paid by the City for painting as referenced in #3 above.

Authorized by the City of Hattiesburg, on the 19 day of January, 2016.

CITY OF HATTIESBURG, MISSISSIPPI

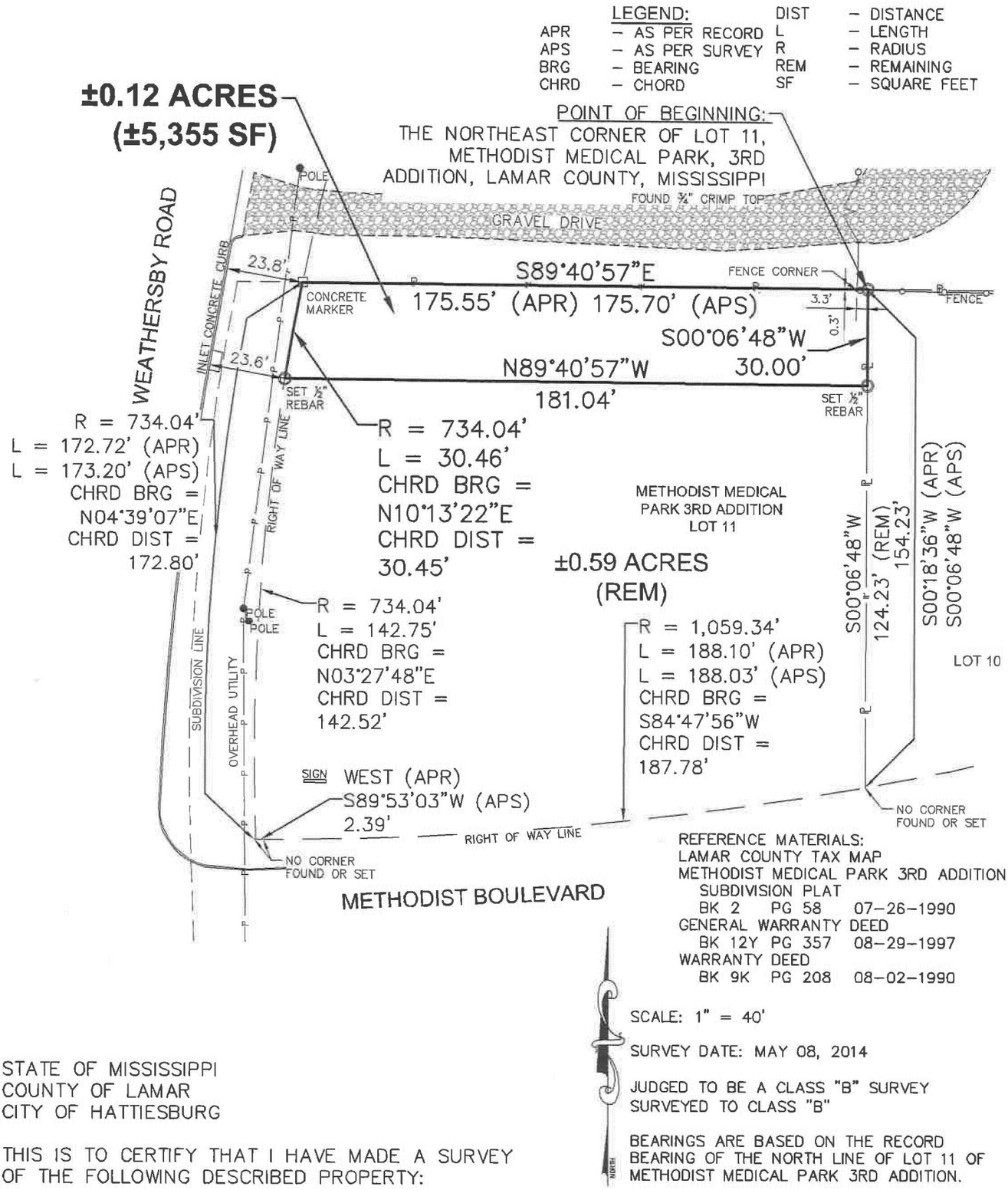
By: _____
Johnny DuPree, Mayor

Authorized by Merit Health Wesley, on the 11th day of January, 2016.

MERIT HEALTH WESLEY

By: _____
Michael Neuendorf, CEO

ATTACHMENT A
Property Map & Legal Description



STATE OF MISSISSIPPI
COUNTY OF LAMAR
CITY OF HATTIESBURG

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

A part of Lot 11 of the Methodist Medical Park 3rd Addition in the City of Hattiesburg, County of Lamar, State of Mississippi, as per map or plat thereof on file in the Office of the Chancery Clerk of said Forrest County and being more particularly described as follows:

- Beginning at a ¾ Inch Crimp Top representing the Northeast Corner of said Lot 11;
- thence run S00°06'48"W along the East Line of said Lot 11 for 30.00 feet,
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- thence run Northeasterly along said Eastern Right of Way Line and Arc to the Right for 30.46 feet to a Concrete Monument representing the Intersection of said Eastern Right of Way Line and said North Line of Lot 11, said Arc having a Radius of 734.04 feet, a Chord Bearing of N10°13'22"E and a Chord Distance of 30.45 feet,
- thence run S89°40'57"E along said North Line for 175.70 feet to the Point of Beginning, comprising 0.12 Acres (5,355 Square Feet), more or less.

sdw Engineering Progress
301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sdw.com

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

City of Hattiesburg, MS

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

Master

File Number: 2015-2393

File ID:	2015-2393	**Type:**	Regular Agenda Item	**Status:**	Approved
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	01/11/2016
Brief Title:	Professional Services Agreement - Midtown			**Final Action:**	01/19/2016
				Minute Book Number:	MB2016-18

Title: Authorize and Approve the Mayor to execute professional services agreement between the City of Hattiesburg and Thompson Placemaking illustration, to provide Midtown Form Based Code Development Review services to the City of Hattiesburg.

Notes:

Sponsors:

Enactment Date:

Attachments: Thompson - Hattiesburg Proposal 1-11-16, Thompson Resume, executed Thompson - Hattiesburg Proposal 1-11-16

Enactment Number:

Contact:

Meeting Date: 01/19/2016

Drafter:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/19/2016	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Authorize and Approve the Mayor to execute professional services agreement between the City of Hattiesburg and Thompson Placemaking illustration, to provide Midtown Form Based Code Development Review services to the City of Hattiesburg.

Regarding to Policy Item V.-12, Council member Carroll asked Ms. Maddox will the consultant serve as a planning commission. Ms. Maddox replied that is a supplement as a site planner to help draft plans for the Midtown Form Base Code Development Review.

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

Yeas: 4 - Delgado, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Bradley

Yea:	4	Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor
ΓEL-No Vote:	0	

Text of Legislative File 2015-2393

Title

Authorize and Approve the Mayor to execute professional services agreement between the City of Hattiesburg and Thompson Placemaking illustration, to provide Midtown Form Based Code Development Review services to the City of Hattiesburg.

Summary

Professional Services Agreement - Midtown

Budget Information

Expenditure Type

Purchasing Item

Publication Information

THOMPSON
architecture placemaking illustration

Ginger Maddox
Planning Manager
City of Hattiesburg
Hattiesburg, MS

January 11, 2016
Re: Proposal for Midtown Form Based Code Development Review

Dear Ginger,

Thank you for the opportunity to serve you and Hattiesburg in your planning efforts. Please find my proposal included below.

Proposal for services

Basic services include Architectural Site Plan review of builders/developers submitted plans in accordance with the adopted planning code. The review will include recommendations and alternatives, if needed.

In most cases, I'm proposing reviews in person, in Hattiesburg, with the with the planning staff and the applicant(s), on a per trip basis with hourly costs. There may be a case for reviewing remotely. If this is needed, I can use a web viewer to review the drawings with the client and the city. Also, I'll create and prepare a Review Checklist for technical review of each project.

Min. Per Trip cost	$ 330 (3 hours roundtrip drive time)
Review time in person	$ 110/hour
Review time remote	$ 110/hour

Additional services would include creating a site plan (instead of just reviewing), site plan calculations, site plan renderings, conceptual architecture sketches or renderings, architectural building layouts, or programming. These services can be offered if needed for visualizing a solution and could be billed to the City of Hattiesburg.

Reimbursable expenses include, but are not limited to: printing, scanning, cost of presentation boards, reproduction, postage, and handling of documents; long distance and facsimile charges; overnight accommodations should the need arise; construction cost estimates by third party, and Client requested renderings and models. Services not to exceed $5,000.

THOMPSON
architecture placemaking illustration

I look forward to hearing from you, and hopefully establishing a great relationship together.
Thank you for the opportunity to serve.



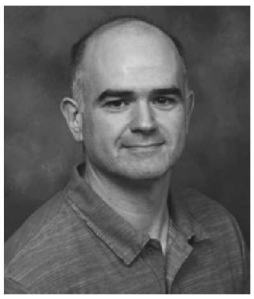
Mike Thompson, AIA, CNU, NCIDQ
157 W. Government St.
Brandon, MS 39042
601-955-4094

CONSENTED TO AND APPROVED:

By: _____ Date: _____

Signature of Client

MICHAEL S. THOMPSON, AIA, NCIDQ, CNU
Project Architect



EDUCATION
Seaside Institute Residential Design for New Urbanism Training – 2008
Harvard University – 2007 – Urban Retail Planning Training
University of Tennessee –1993 – Bachelor of Architecture

ARCHITECTURE PRACTICE
- 25 years of experience in architecture
- Registered Architect in the State of Mississippi, #4377 – 2008
- Member, American Institute of Architects
- Member, Congress for the New Urbanism (CNU), 2006-Present
- NCIDQ Certified

PROJECT EXPERIENCE

Education Experience
- Student Union, Jackson State University, Jackson, MS
- Book Store, Mississippi College, Clinton, MS
- Library Renovation, Belhaven University, Jackson, MS
- Dormitory Lobby Building, Belhaven College, Jackson, MS
- Bitsy Irby Visual Arts and Dance Center, Belhaven College, Jackson, MS

Corporate/Municipal Experience
- Urban Renewal Agency, Biloxi, MS
- Long Beach Harbor Master Plan, Long Beach, MS
- Downtown Jackson Sports Arena, Jackson, MS
- Ridgeland Fire Station No. 4, Ridgeland, MS
- Roof Repair and Replacement at the Jackson-Medgar Wiley Evers International Airport, Jackson, MS
- ALSAC Administration Building, Memphis, TN

Medical Experience
- Burn Victim Family Lodge, Jackson, MS
- Mississippi Reproductive Medicine, Flowood, MS
- University of Mississippi Medical Center Women's Health Specialist Clinic, Flowood, MS
- Mississippi Organ Recovery, Flowood, MS

Master Planning, Smart Code and New Urbanism Experience
- Pascagoula Waterfront Development, Pascagoula, MS
- Jackson-Evers International Airport Master Plan, Jackson, MS
- East Metro Corridor Master Plan, Jackson, MS
- MS College / City of Clinton Master Plan, Clinton, MS *(Teamed with Ayers St. Gross)*
- Belhaven Land Use Plan – Belhaven Neighborhood, Jackson, MS
- Oxford Court Housing Plan – Community of Fondren, Jackson, MS
- Gulfport Highlands Traditional Neighborhood Development, Gulfport, MS
- Reflection Traditional Neighborhood Development, Petal, MS
- Master Plan/Coding for Heritage at Henderson Point, Harrison County, MS
- Hattiesburg Midtown in Motion Plan, Hattiesburg, MS (November 2011 Design)
- Centennial Development, Perkinston, MS

- Village at the Beverly, Hattiesburg, MS
- West Jackson Street / Chapman Street Redevelopment, Tupelo, MS
- Re-Visioning Master Plan, Jackson State University, Jackson, MS (Spring 2014)
- Monteith property, Oxford, MS

Town Architecture Experience

- The Town of Lost Rabbit, Madison County, MS
- Flowood Town Center, Flowood, MS
- The Township at Colony Park, Ridgeland, MS
- Harbor Place, Pass Christian, MS
- La Isla de Pedro Gonzalez, Panama
- Ayangue, Panama

Traditional Neighborhood / Multi-family Architectural Design Experience

- The Town of Lost Rabbit – Mixed-Use Building, Town Houses, Live/Work Units, Single Family Homes and Cottages, Madison County, MS
- Flowood Town Center – New Town Hall, Pattern Book & master plan development, Flowood, MS
- The Township at Colony Park – Retail Buildings, Mixed-Use Buildings, St. Dominics Wellness Center, Metropolitan Bank, Ridgeland, MS
- 800 park Condominiums, Oxford, MS
- Arbors Condominiums, Oxford, MS

Rendering Specialist

- Renderings – Rosemary Beach, Seaside, and Alys Beach
- DPZ Charrette – Gentilly, Katrina New Orleans Relief, New Orleans, LA
- DPZ Charrette – La Isla de Pedro Gonzalez, Panama
- DPZ Charrette – Big Canoe, GA
- Barranco/DPZ Charrette – LeFleur Lakes, Jackson, MS
- DPZ Charrette – Lockett, Nashville, TN
- DPZ Charrette – Camden, SC
- DPZ Renderings – Lake Forest, New Orleans East, LA
- Cooper Consulting Charrette – Midtown in Motion, Hattiesburg, MS

THOMPSON
architecture placemaking illustration

Ginger Maddox
Planning Manager
City of Hattiesburg
Hattiesburg, MS

January 11, 2016
Re: Proposal for Midtown Form Based Code Development Review

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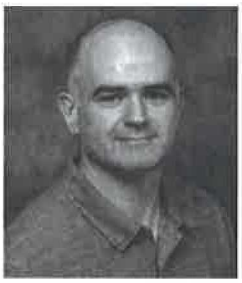
Mike Thompson, AIA, CNU, NCIDQ
157 W. Government St.
Brandon, MS 39042
601-955-4094

CONSENTED TO AND APPROVED:

By: _____ Date: 1-19-16

Signature of Client

MICHAEL S. THOMPSON, AIA, NCIDQ, CNU
Project Architect



EDUCATION
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- DPZ Charrette – Lockett, Nashville, TN
- DPZ Charrette – Camden, SC
- DPZ Renderings – Lake Forest, New Orleans East, LA
- Cooper Consulting Charrette – Midtown in Motion, Hattiesburg, MS

City of Hattiesburg, MS

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

Master

File Number: 2015-2389

File ID: 2015-2389 **Type:** Regular Agenda Item **Status:** Passed

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

File Created: 01/08/2016

Brief Title: comSWIP Veterans Memorial Blvd - Supplemental Agreement 1, Notice Final Settlement **Final Action:** 01/19/2016

Minute Book Number: MB2016-18-19

Title:

Approve Supplemental Agreement No. 1 for comSWIP Water System Expansion on Veterans Memorial Blvd. and 28th Ave. Extension, Hattiesburg, MS, increasing construction contract by $ 80,010.35; Authorize Mayor to execute three (3) copies of said Supplemental Agreement No.1; Approve Final Acceptance of comSWIP Water System Expansion; and Authorize Publication of the Notice of Final Settlement of contract of said project.

Notes:

Sponsors: **Enactment Date:**

Attachments: Veterans Memorial Affidavit Release, Veterans Memorail Bond Release, Veterans Memorial Consent of Surety, Veterans Memorial Warranty Letter, Veterans Memorial Supplemental Agreement 1, NOTICE OF FINAL SETTLEMENT Veterans Memorial, executed Veterans Memorial Supplemental Agreement 1 **Enactment Number:**

Contact: **Meeting Date:** 01/19/2016

Drafter: Janet Beech **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/19/2016	Approve				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Delgado to Approve Supplemental Agreement No. 1 for comSWIP Water System Expansion on Veterans Memorial Blvd. and 28th Ave. Extension, Hattiesburg, MS, increasing construction contract by $ 80,010.35; Authorize Mayor to execute three (3) copies of said Supplemental Agreement No.1; Approve Final Acceptance of comSWIP Water System Expansion; and Authorize Publication of the Notice of Final Settlement of contract of said project.

Council member Carroll asked the Mayor if this is an addition; the Mayor replied that the City is closing out this agreement.

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

Yeas: 4 - Delgado, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Bradley

Yea:	4	Council Member Delgado
		Council Member Carroll
		Council Member Dryden
		Council Member Naylor
ΓEL-No Vote:	0	

Text of Legislative File 2015-2389

Title

Approve Supplemental Agreement No. 1 for comSWIP Water System Expansion on Veterans Memorial Blvd. and 28th Ave. Extension, Hattiesburg, MS, increasing construction contract by $ 80,010.35; Authorize Mayor to execute three (3) copies of said Supplemental Agreement No.1; Approve Final Acceptance of comSWIP Water System Expansion; and Authorize Publication of the Notice of Final Settlement of contract of said project.

Summary

comSWIP Water System Expansion Veterans Memorial Blvd- Supplemental Agreement No.1; Final Acceptance; and Publication of Notice of Final Settlement.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Hattiesburg American & Clarion Ledger
January 26, 2016

AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*
Water System Expansion on Veteran's Memorial Blvd. and South 28th Ave. Extension

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: Water System Expansion

TO OWNER: *(Name and address)*
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

CONTRACT DATED: 10/17/2014

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

STATE OF: Mississippi

COUNTY OF: Forrest

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 107130 AUDREY COURTNEY Commission Expires Oct. 30, 2017 PERRY COUNTY

CONTRACTOR: *(Name and address)*
C.B. Developers, Inc.
1716 Evelyn Gandy Parkway, Suite 40
Hattiesburg, MS 39401

BY:

(Signature of authorized representative)

Mack Lister, Project Manager
(Printed name and title)

Subscribed and sworn to before me on this date: 10/21/15

Notary Public: Audrey Courtney

My Commission Expires: October 30, 2017

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G706A™ – 1994. Copyright © 1970 and 1994 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Lisa M. Hancock
Deputy Executive Director/
Administration



Melinda L. McGrath
Executive Director

Tom King
Southern District Commissioner

Kelly R. Castleberry
District 6 Engineer

Albert L. White
District 7 Engineer

P. O. Box 551 / Hattiesburg, MS 39403-0551 / Telephone (601) 544-6511 / FAX (601) 544-0227 / GoMDOT.com

C. B. Developers, Inc.
Attn: Mr. Cliff Breland
1716 Evelyn Gandy Pkwy #40
Hattiesburg, MS 39401

December 9, 2015

RE: **Bond Release for Permit No. 0526-18-011-09/14-B**
Bond No. SU1127524

Gentlemen,

This is our formal notice that the work covered in the application submitted by the City of Hattiesburg to place a water line within the right of way of the Highway 11 in Forrest County, MS, has been inspected and found to be satisfactory. This terminates the bond in the amount of $100,000.00 and releases said bond dated October 14, 2014 from further obligations to the Mississippi Department of Transportation.

Sincerely,

Mr. Kelly Castleberry
District Engineer
Mississippi Department of Transportation – District 6
P. O. Box 551
Hattiesburg, MS 39403

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

Bond No. SU 1127523

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

TO OWNER:
(Name and address)

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Same as Below

CONTRACT DATED:

PROJECT:
(Name and address)

Water System Expansion on Veteran's Memorial Blvd. and South 28th Avenue Extension

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Arch Insurance Company
300 Plaza Three, Third Floor
Jersey City, NJ 07311

, SURETY,

on bond of
(Insert name and address of Contractor)

C.B. Developers, Inc.
1716 Evelyn Gandy Parkway, Suite 40
Hattiesburg, MS 39401

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: October 20, 2015
(Insert in writing the month followed by the numeric date and year.)

Arch Insurance Company
(Surety)

(Signature of authorized representative)

Attest:
(Seal):
Wes Price

Brody Eric Buckley Attorney-in-Fact
(Printed name and title)

Resident MS Agent Bottrell Insurance

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Brody Eric Buckley

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: SU 1127523

Principal: C.B. Developers, Inc.

Obligee: City of Hattiesburg

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

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In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 20th day of October, 2015.

Attested and Certified

Arch Insurance Company

Patrick K. Nails, Secretary

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Helen Szafran, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
HELEN SZAFRAN, Notary Public
City of Philadelphia, Phila. County
My Commission Expires October 3, 2017

Helen Szafran, Notary Public
My commission expires 10/03/2017

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated October 20, 2015 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 20th day of October, 2015.

Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES R ELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

C. B. Developers, Inc.

1716 Evelyn Gandy Parkway #40
Hattiesburg, MS 39401

Ph. 601-582-1600
Fax 601-583-0005

October 21, 2015

Shows, Dearman & Waits, Inc.
Kyle D. Wallace, P.E.
301 Second Avenue
Hattiesburg, MS 39401

Re: City of Hattiesburg
Water System Expansion on Veteran's Memorial Blvd. and South 28th Ave. Extension

Mr. Wallace:

Pursuant with Contract Documents, C.B. Developers, Inc. herewith invokes a One Year Warranty on the above referenced project beginning June 19, 2015 and ending June 19, 2016.

Respectfully,

Mack Lister, Project Manager
C.B. Developers, Inc.

WATER SYSTEM EXPANSION
ON
VETERANS MEMORIAL BLVD.
AND
28TH AVENUE EXTENSION
CITY OF HATTIESBURG

SUPPLEMENTAL AGREEMENT NO. 1

CITY OF HATTIESBURG, MISSISSIPPI

WHEREAS, We, C.B. Developers, Inc Contractor and Arch Insurance Company, Surety entered into a contract with the City of Hattiesburg on the 7thDay of October 2014, for the Water System Expansion on Veterans Blvd and 28th Avenue Extension.

WHEREAS: It is proposed that the following item be added to the contract documents:

A directional bore was required along the west side of Veterans Blvd to prevent disturbance of an existing creek and prevent potential erosion and wetland impacts.

No.	Item	Unit	Quantity	Unit Price	Total
13	18" HDPE Bore	L.F.	150.00	$137.50	$20,625.00

WHEREAS: It is proposed that the following item be added to the contract documents:

A hot tap was required to prevent disruption of service for existing customers at Richburg Road.

No.	Item	Unit	Quantity	Unit Price	Total
14	Tie-in Proposed 12" to Existing 10"	Each	1.00	$4,886.78	$4,886.78

WHEREAS: It is proposed that the following item be added to the contract documents:

A water main was not installed along the east side of Veterans Blvd near Jervis Mims Road. A planned road bore required a tie-in with the proposed extension of the water line along the east side.

No.	Item	Unit	Quantity	Unit Price	Total
18	Tie Proposed 12" to Proposed 12"	Each.	1.00	$ 2,445.77	$2,445.77

WHEREAS: It is proposed that the following item be added to the contract documents:

A water main was not installed along the east side of Veterans Blvd near Jervis Mims Road. A water line was installed along this route and a tie-in was required for the new line and the exsiting line.

No.	Item	Unit	Quantity	Unit Price	Total
19	Tie Proposed 12" to Existing 12"	Each.	1.00	$ 2,135.47	$2,135.47

WHEREAS: It during the course of the project, minor modifications to the construction plans required additional and less materials to adapt to the field conditions. The attached Overrun/Underrun statement identifies final quantities on the project. Any changes from the original or supplemental quantities is depicted and reasons for change noted.

Total increase of original construction contract from additional items and Overrun/Underrun is $ 80,010.35.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, C.B. Developers, Inc, Contractor and Arch Insurance Company Surety, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this 20th day of October, 2015

C.B. Developers, Inc

By:_____
Contractor

Witness: Audrey Courtney

Arch Insurance Company

By:_____
Surety Brody Eric Buckley/Attorney-in-Fact
Resident MS Agent/Bottrell Insurance

Witness: Wes Price
Wes Price

City of Hattiesburg

By:_____
Owner

Witness:_____

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Brody Eric Buckley

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: SU 1127523

Principal: C.B. Developers, Inc.

Obligee: City of Hattiesburg

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

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VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 20th day of October, 2015.

Attested and Certified

Arch Insurance Company

Patrick K. Nails, Secretary

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Helen Szafran, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
HELEN SZAFRAN, Notary Public
City of Philadelphia, Phila. County
My Commission Expires October 3, 2017

Helen Szafran, Notary Public
My commission expires 10/03/2017

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated October 20, 2015 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 20th day of October, 2015.

Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES R ELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

OVERRUNS UNDERRUNS
PROJECT: WATER SYSTEM EXPANSION ON VETERAN'S MEMORIAL BLVD. AND 28TH AVE. EXTENSION
CONTRACTOR: CB DEVELOPERS, INC.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
1	16" CL 350 DI WATER MAIN	LF	15,680	16,131.00	451		$ 47.48	$ 21,413.48	
	Additional water main required to fit varying field conditions								
2	12" CL 350 DI WATER MAIN	LF	286	1,534	1248		$ 30.40	$ 37,939.20	
	Additional water main required to provide fire protection water to the south side of Veterans Blvd								
3	16" 350 DI WATER MAIN BORED NO CASING	LF	120	100	20		$ 96.41		$ 1,928.20
	Varied to fit field conditions.								
4	BORE 24" STEEL CASING RAILROAD .375 WALL	LF	262	262			$ 430.91		
5	BORE 20" STEEL CASING ROADWAY .250 WALL	LF	245	240		5	$ 246.62		$ 1,233.10
	Varied to fit field conditions.								
6	TIE-IN PROPOSED 16" TO EXISTING 12" STRAIGHT CONNECTION WITH FITTINGS	EA	1	1			$ 2,018.72		
7	TIE-IN PROPOSED 16" TO EXISTING 16" STRAIGHT CONNECTION WITH FITTINGS	EA	1	1			$ 2,153.31		
8	TIE-IN PROPOSED 16" TO PROPOSED 12" TEE AND OTHER FITTINGS	EA	1	1			$ 3,487.42		
9	TIE-IN PROPOSED 12" TO EXISTING 12" HOT TAP AND VALVE ASSY	EA	1	0		1	$ 6,447.05		$ 6,447.05
	Varied to fit field conditions.								
10	16" GATE VALVE	EA	4	4			$ 5,364.54		
11	12" GATE VALVE	EA	1	5	4		$ 1,987.13	$ 7,948.52	
	Varied to fit field conditions.								
12	3 WAY FIRE HYDRANT W/APPURT INCL TEE, VALVE, HYDRANT, BRASS TAG, PIPE & OTHER FITTINGS	EA	13	14	1		$ 4,147.45	$ 4,147.45	
	Additional fire hydrant required to provide fire protection to the south side of Veterans Blvd.								

OVERRUNS UNDERRUNS
PROJECT: WATER SYSTEM EXPANSION ON VETERAN'S MEMORIAL BLVD. AND 28TH AVE. EXTENSION
CONTRACTOR: CB DEVELOPERS, INC.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
13	CLEARING AND GRUBBING	LS	1	1			$ 17,554.13		
14	TEMP EROSION CONTROL	LS	1	1			$ 4,095.96		
15	GRASSING	LS	1	1			$ 11,702.75		
16	MAINTENANCE OF TRAFFIC	LS	1	1			$ 4,095.96		
17	MOB	LS	1	1			$ 40,959.63		
	SITE NO. 2								
1	12" CL 350 DI WATER MAIN	LF	2,010	1,992		18	$ 33.04		$ 594.72
	Varied to fit field conditions.								
2	BORE 20" STEEL CASING ROADWAY .250 WALL	LF	160	160			$ 231.60		
3	BORE 20" STEEL CASING RAILROAD .375 WALL	LF	360	360			$ 317.54		
4	TIE PROPOSED 12" TO EXISTING 10" TEE & OTHER FITTINGS	EA	1	0		1	$ 2,648.33		$ 2,648.33
	Varied to fit field conditions.								
5	TIE PROPOSED 12" TO EXISTING 12" HOT TAP AND VALVE	EA	1	1			$ 6,447.05		
6	10" GATE VALVE	EA	3	0		3	$ 1,588.06		$ 4,764.18
	Varied to fit field conditions.								
7	12" GATE VALVE	EA	2	0		2	$ 1,957.87		$ 3,915.74
	Varied to fit field conditions.								
8	3 WAY FIRE HYDRANT W/APPURT INCL TEE, VALVE, HYDRANT, BRASS TAG, PIPE & OTHER FITTINGS	EA	1	1			$ 3,696.90		
9	TEMP EROSION CONTROL	LS	1	1			$ 3,510.83		
10	GRASSING	LS	1	1			$ 3,510.83		
11	MAINTENANCE OF TRAFFIC	LS	1	1			$ 1,755.41		
12	MOB	LS	1	1			$ 5,851.38		

OVERRUNS UNDERRUNS
PROJECT: WATER SYSTEM EXPANSION ON VETERAN'S MEMORIAL BLVD. AND 28TH AVE. EXTENSION
CONTRACTOR: CB DEVELOPERS, INC.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
	ADDED PER SUPPLEMENTAL AGREEMENT NO. 1								
13	18" HDPE BORE	LF	150	150			$ 137.50	$ -	
14	SITE TWO - TIE IN PROPOSED 12" TO EXISTING 10" (HOT TAP WITH VALVE ASSY)	EA	1	1			$ 4,886.78	$ -	
18	SITE ONE - TIE PROPOSED 12" TO PROPOSED 12"	EA	1	1			$ 2,445.77	$ -	
19	SITE ONE - TIE PROPOSED 12" TO EXISTING 12"	EA	1	1			$ 2,135.47	$ -	
								$ 71,448.65	$ 21,531.32

PROJECT INCREASE	$	49,917.33
Original Contract Amount	$	1,361,828.84
Overrun	$	49,917.33
Added Per Supplemental Agreement No. 1	$	30,093.02
Revised Contract Amount	**$**	**1,441,839.19**

NOTICE OF FINAL SETTLEMENT

NOTICE, is hereby given that the contract between the City of Hattiesburg, Mississippi, as Owner, and C. B. Developers, Inc. for construction services rendered on the Comprehensive Sewer Improvements Project Water System Expansion on Veterans Memorial Blvd. and South 28th Extension as per approved plans and specifications on file in the City Clerk's Office, has been fully and completely performed and exercised, and that final settlement thereof and thereunder will be made.

THIS NOTICE is given pursuant to and under the terms and provision of Section 31-5-53, Mississippi Code of 1972m annotated as amended and pursuant to the authority conferred by Order of the Mayor and City Council of Hattiesburg, Mississippi, appearing for record upon and as part of the official minutes of said City of Hattiesburg.

WITNESS my signature and the official seal of said City, on the 19th day of January, 2016, A.D,

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

CITY CLERK

(SEAL)

Publish (1), Tuesday, January 26, 2016

Return PROOF to City Clerk's Office

P.O. Box 1898

Hattiesburg, MS 39403

WATER SYSTEM EXPANSION
ON
VETERANS MEMORIAL BLVD.
AND
28TH AVENUE EXTENSION
CITY OF HATTIESBURG

SUPPLEMENTAL AGREEMENT NO. 1

CITY OF HATTIESBURG, MISSISSIPPI

WHEREAS, We, C.B. Developers, Inc Contractor and Arch Insurance Company, Surety entered into a contract with the City of Hattiesburg on the 7thDay of October 2014, for the Water System Expansion on Veterans Blvd and 28th Avenue Extension.

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Total increase of original construction contract from additional items and Overrun/Underrun is $ 80,010.35.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, C.B. Developers, Inc. Contractor and Arch Insurance Company Surety, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this 20th day of October, 2015

C.B. Developers, Inc

By: _____
Contractor

Witness: _____

Arch Insurance Company

By: _____
Surety Brody Eric Buckley/Attorney-in-Fact
Resident MS Agent/Bottrell Insurance

Witness: _____
Wes Price

City of Hattiesburg

By: _____
Owner

Witness: _____

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Know All Persons By These Presents:

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Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: SU 1127523

Principal: C.B. Developers, Inc.

Obligee: City of Hattiesburg

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Attested and Certified

Arch Insurance Company

Patrick K. Nails, Secretary

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Helen Szafran, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
HELEN SZAFRAN, Notary Public
City of Philadelphia, Phila. County
My Commission Expires October 3, 2017

Helen Szafran, Notary Public
My commission expires 10/03/2017

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated October 20, 2015 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 20th day of October, 2015.

Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES R ELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

OVERRUNS UNDERRUNS
PROJECT: WATER SYSTEM EXPANSION ON VETERAN'S MEMORIAL BLVD. AND 28TH AVE. EXTENSION
CONTRACTOR: CB DEVELOPERS, INC.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
1	16" CL 350 DI WATER MAIN	LF	15,680	16,131.00	451		$ 47.48	$ 21,413.48	
	Additional water main required to fit varying field conditions								
2	12" CL 350 DI WATER MAIN	LF	286	1,534	1248		$ 30.40	$ 37,939.20	
	Additional water main required to provide fire protection water to the south side of Veterans Blvd								
3	16" 350 DI WATER MAIN BORED NO CASING	LF	120	100	20		$ 96.41		$ 1,928.20
	Varied to fit field conditions.								
4	BORE 24" STEEL CASING RAILROAD .375 WALL	LF	262	262			$ 430.91		
5	BORE 20" STEEL CASING ROADWAY .250 WALL	LF	245	240		5	$ 246.62		$ 1,233.10
	Varied to fit field conditions.								
6	TIE-IN PROPOSED 16" TO EXISTING 12" STRAIGHT CONNECTION WITH FITTINGS	EA	1	1			$ 2,018.72		
7	TIE-IN PROPOSED 16" TO EXISTING 16" STRAIGHT CONNECTION WITH FITTINGS	EA	1	1			$ 2,153.31		
8	TIE-IN PROPOSED 16" TO PROPOSED 12" TEE AND OTHER FITTINGS	EA	1	1			$ 3,487.42		
9	TIE-IN PROPOSED 12" TO EXISTING 12" HOT TAP AND VALVE ASSY	EA	1	0		1	$ 6,447.05		$ 6,447.05
	Varied to fit field conditions.								
10	16" GATE VALVE	EA	4	4			$ 5,364.54		
11	12" GATE VALVE	EA	1	5	4		$ 1,987.13	$ 7,948.52	
	Varied to fit field conditions.								
12	3 WAY FIRE HYDRANT W/APPURT INCL TEE, VALVE, HYDRANT, BRASS TAG, PIPE & OTHER FITTINGS	EA	13	14	1		$ 4,147.45	$ 4,147.45	
	Additional fire hydrant required to provide fire protection to the south side of Veterans Blvd.								

OVERRUNS UNDERRUNS
PROJECT: WATER SYSTEM EXPANSION ON VETERAN'S MEMORIAL BLVD. AND 28TH AVE. EXTENSION
CONTRACTOR: CB DEVELOPERS, INC.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
13	CLEARING AND GRUBBING	LS	1	1			$ 17,554.13		
14	TEMP EROSION CONTROL	LS	1	1			$ 4,095.96		
15	GRASSING	LS	1	1			$ 11,702.75		
16	MAINTENANCE OF TRAFFIC	LS	1	1			$ 4,095.96		
17	MOB	LS	1	1			$ 40,959.63		
	SITE NO. 2								
1	12" CL 350 DI WATER MAIN	LF	2,010	1,992		18	$ 33.04		$ 594.72
	Varied to fit field conditions.								
2	BORE 20" STEEL CASING ROADWAY .250 WALL	LF	160	160			$ 231.60		
3	BORE 20" STEEL CASING RAILROAD .375 WALL	LF	360	360			$ 317.54		
4	TIE PROPOSED 12" TO EXISTING 10" TEE & OTHER FITTINGS	EA	1	0		1	$ 2,648.33		$ 2,648.33
	Varied to fit field conditions.								
5	TIE PROPOSED 12" TO EXISTING 12" HOT TAP AND VALVE	EA	1	1			$ 6,447.05		
6	10" GATE VALVE	EA	3	0		3	$ 1,588.06		$ 4,764.18
	Varied to fit field conditions.								
7	12" GATE VALVE	EA	2	0		2	$ 1,957.87		$ 3,915.74
	Varied to fit field conditions.								
8	3 WAY FIRE HYDRANT W/APPURT INCL TEE, VALVE, HYDRANT, BRASS TAG, PIPE & OTHER FITTINGS	EA	1	1			$ 3,696.90		
9	TEMP EROSION CONTROL	LS	1	1			$ 3,510.83		
10	GRASSING	LS	1	1			$ 3,510.83		
11	MAINTENANCE OF TRAFFIC	LS	1	1			$ 1,755.41		
12	MOB	LS	1	1			$ 5,851.38		

OVERRUNS UNDERRUNS
PROJECT: WATER SYSTEM EXPANSION ON VETERAN'S MEMORIAL BLVD. AND 28TH AVE. EXTENSION
CONTRACTOR: CB DEVELOPERS, INC.

ITEM NO.	ITEM DESCRIPTION	UNIT	ORIGINAL QUANTITY	FINAL QUANTITY	OVERRUNS	UNDERRUNS	UNIT PRICE	INCREASE	DECREASE
	ADDED PER SUPPLEMENTAL AGREEMENT NO. 1								
13	18" HDPE BORE	LF	150	150			$ 137.50	$ -	
14	SITE TWO - TIE IN PROPOSED 12" TO EXISTING 10" (HOT TAP WITH VALVE ASSY)	EA	1	1			$ 4,886.78	$ -	
18	SITE ONE - TIE PROPOSED 12" TO PROPOSED 12"	EA	1	1			$ 2,445.77	$ -	
19	SITE ONE - TIE PROPOSED 12" TO EXISTING 12"	EA	1	1			$ 2,135.47	$ -	
								$ 71,448.65	$ 21,531.32

PROJECT INCREASE	$	49,917.33
Original Contract Amount	$	1,361,828.84
Overrun	$	49,917.33
Added Per Supplemental Agreement No. 1	$	30,093.02
Revised Contract Amount	$	1,441,839.19

City of Hattiesburg, MS

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

Master

File Number: 2016-2397

File ID:	2016-2397	**Type:**	Regular Agenda Item	**Status:**	Removed
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	01/12/2016
Brief Title:	Wage and salaries change			**Final Action:**	
				Minute Book Number:	MB2016-19

Title:

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

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Wage Change- Schramn, Council Wage Requests 011916	**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	01/19/2016	Remove				
	Action Text: Remove						

Text of Legislative File 2016-2397

Title

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

Summary

Wage and Salaries change request.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

City of Hattiesburg, MS

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

Master

File Number: 2016-2397

CITY OF HATTIESBURG
COUNCIL WAGE CHANGE REQUEST FORM

Request Number	1
Date of Request	1/19/2016
Employee Name	JOHN SCHRAMM

CURRENT

Department	DRAINAGE
Position Title	EQUIPMENT OPERATOR
Position Number	255-78
Annual Rate of Pay	$24,960.00

CHANGE

Department	MASS TRANSIT
Position Title	DRIVER
Position Number	75-11
Annual Rate of Pay	$27,040.00
This Position became Vacant on:	9/27/2015
Reason for Requested Change	TRANSFER OF EMPLOYEE TO NEW POSITION IN DIFFERENT DEPARTMENT

BUDGET

Request Currently Budgeted?	**YES**
Is a Budget Amendment Required?	**NO**

COUNCIL WAGE CHANGE REQUESTS 1/19/2016

Request No.	First Name	Last Name	Current Department	Current Position	Current Annual ROP	New Department	New Position	New Annual ROP
1	John	Schramm	Streets	Equip Operator	$24,960.00	Mass Transit	Driver	$27,040.00

Budgeted	Budget Amendment
Yes	No

City of Hattiesburg, MS

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

Master

File Number: 2015-2388

File ID:	2015-2388	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	01/07/2016
Brief Title:	RJ YOUNG RENTAL AGREEMENT			**Final Action:**	
				Minute Book Number:	MB2016-19

Title: Authorize the Mayor to execute a rental agreement between the City of Hattiesburg and RJ Young, for a copier located in the Fire Administration/Prevention Office for a period of 48 months, at a cost of $194.00 per month.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	RJ YOUNG RENTAL AGREEMENT, executed RJ YOUNG RENTAL AGREEMENT	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Linda Montgomery	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	01/19/2016					

Text of Legislative File 2015-2388

Title

Authorize the Mayor to execute a rental agreement between the City of Hattiesburg and RJ Young, for a copier located in the Fire Administration/Prevention Office for a period of 48 months, at a cost of $194.00 per month.

Summary

RENTAL AGREEMENT

Revised Date: February 2014

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between

CITY OF HATTIESBURG _____
(hereinafter referred to as Customer), and RJ YOUNG CO. ____ (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the Customer. These payments shall be deposited into the bank account of the Vendor's choice. The Customer, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The Vendor understands and agrees that the Customer is exempt from the payment of taxes. All payments shall be in United States currency.

B METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which *was* produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9 USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10 MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11 HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:	For the Customer:
Name	Name
Title	Title
Address	Address
City, State, & Zip Code	City, State, & Zip Code

16 WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if hinds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: http://www.transparency.mississippi.gov.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____ , 20____

Vendor: **RJ YOUNG CO.**

By: Buddy Wade
Authorized Signature

Printed Name:

Title:

Witness my signature this the _____ day of _____,20_____

Customer:

CITY OF HATTIESBURG

By: X_____
Authorized Signature

Printed Name: X_____
Title: X_____

Revised Date: February 2014

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

Vendor Company Name: R J YOUNG COMPANY

Customer Agency Name: CITY OF HATTIESBURG

Bill to Address: P.O. BOX 1898

HATTIESBURG, MS. 39401

Ship to Address CITY OF HATTIESBURG – FIRE DEPARTMENT

622 CORINNE ST. HATTIESBURG, MS. 39401

Description of Equipment,Software, or Services **Price**

1 CANON IRC 5235A DIGITAL COLOR COPIER **RENTAL PAYMENT: $194.00**

MONTHLY RENTAL PAYMENT INCLUDES: 4,000 BLACK/ WHITE COPIES PER MONTH

Overage billed at $.0092 per copy.

Color copies billed in arrears at $.0507 per copy.

Includes service, parts, and Toner.

Term: (Number of Months) 48 Months

Start Date:
End Date:

Modifications: Based on Canon State Contract # 820005146

Buddy Wade
Vendor Signature

X
Customer Signature

Revised Date: February 2014

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between

CITY OF HATTIESBURG _____
(hereinafter referred to as Customer), and RJ YOUNG CO. ____ (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1 CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the Customer. These payments shall be deposited into the bank account of the Vendor's choice. The Customer, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The Vendor understands and agrees that the Customer is exempt from the payment of taxes. All payments shall be in United States currency.

B METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which *was* produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9 USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10 MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11 HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:	For the Customer:
Name	Name
Title	Title
Address	Address
City, State, & Zip Code	City, State, & Zip Code

16 WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if hinds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

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31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20____

Vendor: **RJ YOUNG CO.**

By: _____
Authorized Signature

Printed Name:

Title:

Witness my signature this the 19th day of January, 20 16

Customer:

CITY OF HATTIESBURG

By: _____
Authorized Signature

Printed Name: Johnny L. DuPree
Title: Mayor

Revised Date: February 2014

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

Vendor Company Name: R J YOUNG COMPANY

Customer Agency Name: CITY OF HATTIESBURG

Bill to Address: P.O. BOX 1898

HATTIESBURG, MS. 39401

Ship to Address CITY OF HATTIESBURG – FIRE DEPARTMENT

622 CORINNE ST. HATTIESBURG, MS. 39401

Description of Equipment,Software, or Services **Price**

1 CANON IRC 5235A DIGITAL COLOR COPIER **RENTAL PAYMENT: $194.00**

MONTHLY RENTAL PAYMENT INCLUDES: 4,000 BLACK/ WHITE COPIES PER MONTH

Overage billed at $.0092 per copy.

Color copies billed in arrears at $.0507 per copy.

Includes service, parts, and Toner.

Term: (Number of Months) 48 Months

Start Date:
End Date:

Modifications: Based on Canon State Contract # 820005146

Vendor Signature

Customer Signature

City of Hattiesburg, MS

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

Master

File Number: 2015-2383

File ID:	2015-2383	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	01/07/2016
Brief Title:	Monthly budget report for December 2015.			**Final Action:**	
				Minute Book Number:	MB2016-19

Title:

Acknowledge receipt of monthly budget report for the month of December 31, 2015, on permanent file in the City Clerk's Office.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	EXP15.1215, REV15.1215	**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	01/19/2016					

Text of Legislative File 2015-2383

Title

Acknowledge receipt of monthly budget report for the month of December 31, 2015, on permanent file in the City Clerk's Office.

Summary

Monthly budget report for December 2015.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

087500 - INDUSTRIAL PK-TRANSFERS

CITY OF HATTIESBURG
EXPENDITURE REPORT
ALL FUNDS
3 Months Ending 12/31/15

THIS MONTH ACTUAL		OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN	PERCENT ACTUAL	....PROJECTED.... OVER/UNDER	%
	TRANSFERS TO OTHER FUND									
	T/T GENERAL FUND	9000 01								
	T/T CITY B & I	9000 13								
	T/T CITY B&I (KOHLER)	9000 13K								
	T/T CITY B&I (SUNBEAM)	9000 13S								
	T/T MUN.ROAD & BRIDGE	9000 72								
	T/T W & S CONSTRUCTION	9000 75								
----------	TRANSFERS TO OTHER F		---------	---------	---------	---------	-----	-----	---------	-----
----------	TRANSFERS		---------	---------	---------	---------	-----	-----	---------	-----
----------	EXPENDITURES		---------	---------	---------	---------	-----	-----	---------	-----

087601 - INDUSTRIAL PK-G.O.ACQUISITIONS

CITY OF HATTIESBURG
EXPENDITURE REPORT
ALL FUNDS
3 Months Ending 12/31/15

THIS MONTH ACTUAL		OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN	PERCENT ACTUAL	....PROJECTED.... OVER/UNDER	%
	OFFICE SUPPLIES									
	OTHER EXPENDABLE OFF.S	5010								
	OFFICE SUPPLIES									
	OPERATING SUPPLIES									
	ASPHALT & ASPHALT PROD	5400								
	MINOR EQUIPMENT	5460								
	OTHER OPERATING MATL/S	5590								
	OPERATING SUPPLIES									
	SUPPLIES AND EXPENSES									
	PROFESSIONAL SERVICES									
875	ADMINISTRATIVE FEE	6005			875	875-			3,500	
	AUDITING AND ACCOUNTIN	6010								
	ARCHITECTURAL	6012								
	ENGINEERING/ENVIRONMEN	6015			1885	1885-			7,539	
	SITE PREPARATION	6016								
	APPRAISAL	6017								
	CONSULTANT SERV/SURVEY	6020								
97500	AREA DEV.PARTNERSHIP	6020 01			97500	97500-			390,000	
	OTHER	6020 03								
	IND.PK.MASTER PLAN	6020 04								
97500	CONSULTANT SERV/SUR				97500	97500-			390,000	
4861	LEGAL	6025			11231	11231-			44,924	
	OTHER PROFESSIONAL SER	6049								
103236	PROFESSIONAL SERVICE				111491	111491-			445,964	
	COMMUNICATIONS									
	TELEPHONE AND TELEGRAP	6060								
	POSTAGE	6070								
	COMMUNICATIONS									
	TRANSPORTATION									
	TRAVEL EXPENSE	6110								
	MESSENGER/EXPRESS SERV	6130								
	TRANSPORTATION									
	ADVERTISING									
	ADVERTISING	6150								
	ADVERTISING									

	PRINTING AND BINDING										
	PRINTING	6200									
	PRINTING AND BINDING										
	INSURANCE										
	FIRE & EXTENDED COVERA	6250									
	PUBLIC LIAB/PROPERTY D	6255									
	OTHER INSURANCE	6299									
	INSURANCE										
	UTILITIES										
	GAS	6300									
	ELECTRICITY	6305									
	WATER	6315									
	UTILITIES										
	REPR/MAINT-OUTSIDE LABO										
	BUILDING R&M	6350									
	SIGN PAINTING	6396									
	OTHER REPAIRS AND MAIN	6399									
	LANDSCAPE MAINTENANCE	6399	01								
	RAIL SPURS MAINTENANCE	6399	02								
	REPR/MAINT-OUTSIDE L										
	RENTALS										
	LAND RENT	6400									
	RENTALS										
	OTHER SERVICES & CHARGE										
	CONTRIBUTIONS	6820									
	FORREST CTY. REPAYMEN	6820	90								
	CONTRIBUTIONS										
	PROPERTY TAXES	6995									
	SERVICES NOT SPECIFIED	6999									
	OTHER SERVICES & CHA										
103236	OTHER SERVICES & CHAR					111491	111491-			445,964	
	LAND										
	LAND	7000									
	LEASEHOLDS	7020									
	LAND										
	BUILDING/BLD IMPROVEMEN										
	BUILDINGS	7100									
	TECHNOLOGY BLDG.	7100	11								
	BUILDINGS										
	BUILDING/BLD IMPROVE										

	IMPROVEMENT OTHER THAN										
	STREETS & ROADWAYS	7230									
	OTHER IMPROVEMENTS	7295									
	RAIL SPUR IMPROVEMENT	7295	09								
	OWENS-ILLINOIS PROJEC	7295	35								
	USA YEAST RAIL SPUR	7295	36								
	KOHLER EXPANSION	7295	37								
	OTHER IMPROVEMENTS										
	IMPROVEMENT OTHER TH										
	CAPITAL OUTLAY										
	BONDS REDEEMED										
	IND/ECON DEV ISSUES	8020									
	BONDS REDEEMED										
	NOTE PRINCIPAL										
	IND. PARK NOTE	8210									
	NOTE PRINCIPAL										
	INTEREST ON NOTES										
	OTHER NOTES	8335									
	INTEREST ON NOTES										
	DEBT SERVICE										
103236	EXPENDITURES					111491	111491-			445,964	

087630 - INDUSTRIAL PK-KOHLER PROJECT

CITY OF HATTIESBURG
EXPENDITURE REPORT
ALL FUNDS
3 Months Ending 12/31/15

THIS MONTH ACTUAL		OBJ/SUB	ANNUAL BUDGET	OPEN PO & CONTRACTS	YTD ACTUAL	REMAINING BALANCE	PERCENT PLAN ACTUAL		....PROJECTED.... OVER/UNDER	%
	PROFESSIONAL SERVICES									
	ENGINEERING	6015								
	LEGAL	6025								
	OTHER PROFESSIONAL SER	6049								
	PROFESSIONAL SERVICE									
	OTHER SERVICES & CHAR									
	LAND									
	LAND	7000								
	SITE PREPARATION	7040								
	SITE IMPROVEMENT	7045								
	LAND									
	BUILDING/BLD IMPROVEMEN									
	BUILDINGS	7100								
	KOHLER BLDG. EXPANSIO	7100 21								
	BUILDINGS									
	BUILDING/BLD IMPROVE									
	IMPROVEMENT OTHER THAN									
	STREETS & ROADWAYS	7230								
	OTHER IMPROVEMENTS	7295								
	IMPROVEMENT OTHER TH									
	CAPITAL OUTLAY									
	EXPENDITURES									

CITY OF HATTIESBURG
REVENUE REPORT
ALL FUNDS
3 MONTHS ENDING 12/31/15

	OBJ/SUB	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
TAXES-OTHER	206A								
PAYMENT IN LIEU OF TAXE	2060								
HOUSING AUTHORITY	2065	2,333	31982	1370	7,000	31982	456	28000	3982-
MERCHANTS COMPANY	2066								
COLLECTIONS-P/Y EXCESS	2070								
PAYMENT IN LIEU OF T		2,333	31982	1370	7,000	31982	456	28000	3982-
TAXES-OTHER		2,333	31982	1370	7,000	31982	456	28000	3982-
LICENSES, PERMITS & FEES	220A								
PRIVILEGE LICENSES	2200	14,000	6887	49	42,000	42396	100	168000	125605
FRANCHISES	2210								
ELECTRICAL FRANCHISE	2211	250,166	2788	1	750,500	804612	107	3002000	2197388
SOLID WASTE OPER/FRANC	2212	14,583	4689	32	43,750	34272	78	175000	140728
GAS FRANCHISE	2215	16,666			50,000	22296	44	200000	177704
CSPIRE FIBER-TELEPAK F	2218					46			46-
CABLE T.V. FRANCHISE	2219	38,750			116,250	112716	96	465000	352284
FRANCHISES		320,166	7477	2	960,500	973941	101	3842000	2868059
BLDG/INSP PERMITS & FEE	2220								
BUILDING PERMIT/INSPEC	2221	32,083	25443	79	96,250	51959	53	385000	333041
FIRE INSPECTION	2222								
SIGN PERMIT	2223	1,333	1165	87	4,000	4563	114	16000	11437
LAND CODE ENFORCEMENT	2224	2,666	3225	120	8,000	9734	121	32000	22267
GAS & PLUMBING	2225	1,000	1550	155	3,000	3300	110	12000	8700
ELECTRICAL INSPECTION	2226	1,250	650	52	3,750	2667	71	15000	12333
DEMOLITION PERMIT	2227	250	150	60	750	250	33	3000	2750
HOUSE MOVING	2228		200			500			500-
BLDG/INSP PERMITS &		38,583	32383	83	115,750	72972	63	463000	390028
OTHER PERMITS & FEES	2230								
PUBLIC RECORDS ACCESS	2233								
PROPERTY CLEAN-UP COST	2234	83			250	50	20	1000	950
TAXI BADGE PERMIT	2235	16			50			200	200
WRECKER REGISTRATION F	2236	41	25	60	125	75	60	500	425
BURN OR MISC FIRE PERM	2237	100	115	115	300	220	73	1200	980
AMBULANCE PERMIT	2238	75			225			900	900
ZONING PETITION FEE	2240								
ZONING CERTIFICATE FEE	2245	583	600	102	1,750	2700	154	7000	4300
TITLE PLEDGE LICENSE F	2248								
EXAMINATION FEE	2250								
CONTRACTOR LICENSE FEE	2255								
ORDINANCE SALES	2260								
ORDINANCE VIOLATION FE	2265								
DATA PROCESSING FEES	2280								

NSF CHECK FEE	2290	41	40	97	125	120	96	500	380
MISC. PERMITS & FEES	2299	2,500	6165	246	7,500	7748	103	30000	22252
OTHER PERMITS & FEES		3,441	6945	201	10,325	10913	105	41300	30387
LICENSES, PERMITS & F		376,191	53692	14	1,128,575	1100222	97	4514300	3414078
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
JUST./USM-PROJECT SAFE	2304								
JUST./USM-POLICE CORPS	2305								
JUST.-OTHER	2307								
JUST.-COPS SECURE SCHOO	2309								
JUST.-JAIL DIVERSION	2310	16,666			50,000			200000	200000
JUST.-BYRNE GRANTS	2311	1,383			4,150			16598	16598
JUST.-DOMESTIC PREP'06	2312								
JUST.-COPS IN SCHOOLS	2313								
JUST.-DOMESTIC PREPARED	2314								
JUST.-COPS METHAMPHETAM	2315								
JUST.-COPS HIRING RECOV	2316								
JUST.-UNIVERSAL COPS	2317								
JUST.-COPS TECHNOLOGY	2318								
JUST.-LLEBG '04	2319								
SAFE COMMUNITY PROJECT	2320								
HHS-HIDTA NARCOTICS GRA	2321					3454			3454-
NRCS-USDA STORM RELATED	2322								
FHWA-STORM RELATED	2323								
FEMA-EMER. WARNING SIRE	2324								
FEMA-'04 REGIONAL RESPO	2325								
FIREFIGHTERS GRANT	2326								
FEMA-'05 REGIONAL RESPO	2327								
FEMA-CITIZENS CORPS	2328								
LAW ENF.GRANTS-OTHER	2329								
FEMA/HAZARD MITIG/GENER	2336								
FEMA RELIEF	2337	24,166			72,500			290000	290000
CDBG-FIRE STATION	2338								
MISC FEDERAL GRANTS	2339								
ARRA-STOP VIOLENCE GRAN	2348								
FEMA RELIEF ADMIN.	2349								
DEPT.OF DEFENSE-CAMP SH	2350								
EPA-BROWNSFIELD PROJ	2356	5,201			15,604			62414	62414
HUD-MIDTOWN STUDY	2360								
HUD/MDA HUB CITY LOFT P	2361								
FEDERAL GRANTS		47,417			142,253	3454	2	569012	565558
STATE GRANTS	250B								
MOSQUITO CONTROL GRANT	2504								
ARCHIVES & HISTORY	2505								
JUVENILE PREVENTION PRO	2510								
JUVENILE ACCT.INCENTIVE	2511								
EMER.SHELTER-MDA GRANT	2513								
I.P.-HYBERPLASTIC-MDA G	2514								

POLICE ACADEMY REIMB.	2515									
SOLID WASTE GRANT	2518		6,250			18,750			75000	75000
URBAN YOUTH CORPS MDOT	2519		2,083			6,250			25000	25000
DEQ GRANTS(SO.LAGOON ST	2520									
ARTS COMMISSION GRANT	2521									
BEAUTIFICATION-VARIOUS	2522									
MS CITY CORPS COUNCIL	2523									
STOP VIOLENCE GRANT	2526		2,129			6,387	7413	116	25548	18135
ALCOHOL INCENTIVE	2527		5,700	20615	361	17,101	31207	182	68405	37198
JUSTICE ASSISTANCE	2528									
DISASTER RELIEF	2545									
MEMA-DOMESTIC PREPAREDN	2550									
MEMA-SAFE ROOMS	2551									
MDOT GRANT-DEPOT PROJEC	2556									
MDOT GRANT-VISITOR'S CT	2557									
MDOT GRANT-TRAFFIC STUD	2558									
STATE GRANTS			16,162	20615	127	48,488	38619	79	193953	155334
STATE-SHARED REVENUE	260B									
GENERAL SALES TAX	2600		1,820,000	170535	9	5,460,000	3826201	70	21840000	18013799
CITY UTILITY TAX	2601		333	2607	782	1,000	4002	400	4000	2-
SALES TAX-SRF REIMB.	2602			36105			108315			108315-
ALCOHOLIC BEV. LICENSE	2610		12,500	11025	88	37,500	27038	72	150000	122962
MOTOR VEH.PRIVILEGE TAX	2635		8,333			25,000			100000	100000
PAT HARRISON WATERWAY D	2665									
HATT.METROPLTN. PLANNIN	2670		33,333			100,000			400000	400000
MISC DORMANT ACCOUNT RF	2699									
STATE-SHARED REVENUE			1,874,500	220273	11	5,623,500	3965556	70	22494000	18528444
CITY/COUNTY-SHARED REVEN	270B									
FORREST CTY	2705									
FORREST CTY CAMP SHELBY	2705	01								
FORREST CTY GORDON CRK	2705	02								
FORREST GENERAL CTY HOS	2706									
FORREST-INFRAST.IMPR.	2707									
LAMAR-INFRAST.IMPR.	2708									
LAMAR/FORREST-HAZ.WASTE	2709		3,042			9,127			36507	36507
PETAL/F-CO FLOOD INUNDA	2718		1,720			5,160			20640	20640
FORREST CTY-TWIN FORKS	2719									
HPSD-COPS IN SCHOOLS	2720									
CONV.COMM/TOURISM BUREA	2725									
METRO WAGES/MILEAGE-FOR	2735		1,000			3,000			12000	12000
METRO NARC.O/T-FORREST	2736									
MEMA/HAZARD MITIG/GENER	2739									
CITY/COUNTY-SHARED RE			5,762			17,287			69147	69147
CHARGES FOR SERVICES	280A									
PUBLIC SAFETY	2850									
CRIME SCENE UNIT CONT	2855		1,666			5,000	20000	400	20000	
FIRE DPT.SERV FOR OTHE	2860									
800 MHZ RADIO ACCESS F	2865									

POLICE/FIRE-SPECIAL DU	2870		11272			19928			19928-
P&F LATERAL TRNG REIMB	2880								
DRUG ENF.AGENCY O/T RE	2881	166			500			2000	2000
HOMELAND SECURITY O/T	2882	416			1,250			5000	5000
US MARSHALL O/T REIMB.	2883	416			1,250	4434	354	5000	566
FED BUREAU INVEST O/T	2884	833	1450	174	2,500	3977	159	10000	6023
PUBLIC SAFETY		3,500	12722	363	10,500	48339	460	42000	6339-
TROLLEY SERVICE	2890								
CONV.CENTER TROLLEY FE	2895								
TROLLEY RECEIPTS	2896								
TROLLEY SERVICE									
STREETS	2900								
STREET WORK	2901								
PARKING METERS	2910	166			500			2000	2000
PARKING FINES	2915	416	10	2	1,250	65	5	5000	4935
CROSSING LIGHT FEES	2920								
LOT CLEAN-UP/HEAVY TRA	2930					500			500-
CDBG LOT CLEAN-UP/DEMO	2931								
STREETS		583	10	1	1,750	565	32	7000	6435
SANITATION	2950								
RECYCLING PICK UP	2951	5,000	5256	105	15,000	15508	103	60000	44492
TRASH HAULING	2960	10,000	8088	80	30,000	25644	85	120000	94356
RESIDENTL WASTE COLLEC	2965	172,500	168412	97	517,500	495768	95	2070000	1574232
SANITA-REFUND & RECOVE	2970								
SANITATION		187,500	181756	96	562,500	536920	95	2250000	1713080
CHARGES FOR SERVICES		191,583	194488	101	574,750	585824	101	2299000	1713176
FINES AND FORFEITS	330A								
POLICE FINES	3320	125,000	107884	86	375,000	233161	62	1500000	1266839
CITY COURT COSTS	3321	16,666	12470	74	50,000	27581	55	200000	172419
CCC-JAIL REIMB.	3322	83	12	14	250	54	21	1000	946
ENVIR CT-CODE VIOLATION	3323	416	29	6	1,250	29	2	5000	4971
ANIMAL CONTROL	3327		120			395			395-
COURT TECHNOLOGY FEE	3328	12,083			36,250			145000	145000
FINES AND FORFEITS		154,250	120514	78	462,750	261219	56	1851000	1589781
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
OTHER INTEREST-CD'S	3403								
SAVINGS ACCOUNT/MMA	3405	416	264	63	1,250	872	69	5000	4128
INTEREST-GRANT MONIES	3406								
OTHER INTEREST-MMA	3407								
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								

INTEREST EARNINGS			416	264	63	1,250	872	69	5000	4128
RENTS AND ROYALTIES	3410									
LAND	3411									
LAMAR OUTDOOR ADVERTI	3411	05								
ALWEST ADVERTISING	3411	10								
MS.POWER-HWY.42	3411	11	625			1,875			7500	7500
TRITELL COMMUNICATION	3411	12								
LAND			625			1,875			7500	7500
BUILDING	3412									
DEPOT FACILITY	3412	01	1,250	2525	202	3,750	5375	143	15000	9625
P&F ACADEMY RENTALS	3412	02								
SEXUAL ASSAULT CRISIS	3412	05								
MERCHANTS	3412	07	200	200	100	600	600	100	2400	1800
DEPOT - AMTRAK	3412	08								
USM CELLULAR ONE RENT	3412	41								
MISC CELL TOWER REVEN	3412	45								
HUBSOUTH/WATER TOWER	3412	62								
OTHER BLDG. RENT	3412	99								
BUILDING			1,450	2725	187	4,350	5975	137	17400	11425
PARKING GARAGE-CIVIC C	3415		2,500	2610	104	7,500	6113	81	30000	23888
PARKING GARAGE-PINE ST	3416		2,916	2715	93	8,750	7665	87	35000	27335
PARKING SPACES	3417									
MAIN STREET PARKING L	3417	01	416	290	69	1,250	590	47	5000	4410
CHURCH PARKING LOT	3417	02	416	375	90	1,250	1125	90	5000	3875
RAILROAD PARKING LOT	3417	03	1,250	1230	98	3,750	3675	98	15000	11325
MOBILE ST. PKG.LOT #1	3417	04	250			750			3000	3000
MOBILE ST. PKG.LOT #2	3417	05								
BATSON STREET PKG. LO	3417	06								
HEMPHILL PKG. LOT	3417	07	150	150	100	450	300	66	1800	1500
EAST PINE PKG.LOT	3417	08								
PARKING-MISC	3417	09								
PARKING SPACES			2,483	2045	82	7,450	5690	76	29800	24110
EQUIPMENT	3419									
RENTS AND ROYALTIES			9,975	10095	101	29,925	25443	85	119700	94258
CEMETERY FEES	3420		3,083	2045	66	9,250	8180	88	37000	28820
CONTRIBUTIONS-PUBLIC	3450									
CONTRIB-GORDONS CRK ST	3450	01								
CONTRIB-REV 911 MINUTE	3450	02								
CONTRIB-TRAIN DAY (MP	3450	03	250			750			3000	3000
CONTRIB-MDTWN STDY MAT	3458									
CONTRIBUTIONS-OTHER	3459									
CONTRIBUTIONS-PUBLIC			250			750			3000	3000
CONTRIBUTIONS-PRIVATE	3460									
CONTRIB-TREE GRANT ECO	3460	01								
CONTRIB-EUREKA SCHOOL	3461									
CONTRIB-NCBM-BROWNFIEL	3462									

CONTRIB-SENIOR FARE	3463								
CONTRIB-MAYOR'S YOUTH	3464								
CONTRIB-BC HEALTHY HOM	3465								
CONTRIB-NIGHT OUT AGAI	3466								
CONTRIB-NLC HEALTH OUT	3467								
CONTRIB-MDTWN STDY MAT	3468								
CONTRIB-OTHER	3469								
CONTRIB-NLC HEALTH INI	3471								
CONTRIBUTIONS-PRIVAT									
POLICE DEPT-MISC CHARGE	3590		4705			10893			10893-
OTHER MISC. REVENUE	3599								
MISCELLANEOUS		13,725	17108	124	41,175	45388	110	164700	119312
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F H'BURG REDEV.AUTH.	3800	101							
T/F GOVERNMENT COMPLEX	3800	104							
T/F 2002 USA YEAST/LAG	3800	106							
T/F SPEC.SALES TAX	3800	107							
T/F WATER & SEWER	3800	11	20,833		62,500			250000	250000
T/F POL.FORFEITURES	3800	19							
T/F POL.FORF O/T(HURR	3800	19HR							
T/F '03 TIF B&I CHAUVE	3800	22							
T/F TAX COLLECTORS-GPT	3800	27	1,189,833	197195	16	3,569,500	400322	11	14278000	13877678
T/F TAX COLL-C.C.FEE	3800	27CC							
T/F TAX COLL-EXCESS BI	3800	27EB	4,166			12,500			50000	50000
T/F TAX COLL-CHKG INT	3800	27ICHK	250			750			3000	3000
T/F TAX COLL-INT/PEN	3800	27IP	26,666	9476	35	80,000	117262	146	320000	202738
T/F W & S CONSTRUCTION	3800	75								
T/F COM.DEV.BLK.GRANT	3800	82								
T/F INDUSTRIAL PARK DE	3800	87								
T/F 2007 TIF CONST-TUR	3800	91								
T/F 2001 STREETS,SWRS,	3800	95								
TRANSFERS FROM OTHR		1,241,750	206672	16	3,725,250	517584	13	14901000	14383416
TRANSFERS		1,241,750	206672	16	3,725,250	517584	13	14901000	14383416
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INT-BONDS	3915								
SALE OF BONDS									
SALE OF REAL ESTATE	3920								
SALE OF TIMBER	3923								
SALE OF EASEMENTS	3925								
SALE OF CEMETERY LOTS	3930	5,000	4350	87	15,000	14140	94	60000	45860
SALE OF EQUIPMENT	3940	6,250			18,750			75000	75000
SALE OF SCRAP MATERIAL	3943	833			2,500	161	6	10000	9839
SALE OF MISC. ITEMS	3945								
SALE OF MAPS/PUBLICATIO	3947								

SALE OF RECYCLABLE ITEM	3948									
MDB LOAN PYMT-HUB CITY	3950		10,283	10118	98	30,850	30353	98	123400	93047
KERR MAGEE PROJECT	3960									
MS TANK PROJECT	3961									
INSURANCE REIMB-STORM	3962									
VENDING COMM./REFUNDS	3964									
REFUND & RECOVERY	3965		833	748	89	2,500	77305	3092	10000	67305-
RECOVERY OF DAMAGE CLAI	3967									
REFUND/RECOVERY-INFO SY	3968									
RECOVERY-PERS SERV/EQUI	3969									
CAPITAL LEASE PROCEEDS	3970		62,705			188,115			752460	752460
TIF DEPOSIT/PROCEEDS	3971									
NOTE PROCEEDS	3975									
FIRE STATION (MDB)	3975	03								
CHURCH PROJ (MDB)	3975	07								
POLICE COMPLEX ARCHITE	3975	08	166,666			500,000			2000000	2000000
NOTE PROCEEDS			166,666			500,000			2000000	2000000
NON-REVENUE RECEIPTS			252,571	15215	6	757,715	121959	16	3030860	2908901
BEGINNING CASH BALANCE	399A									
APPROPRIABLE FUND BALAN	3999		521,966			1,565,898			6263592	6263592
BEGINNING CASH BALANC			521,966			1,565,898			6263592	6263592
REVENUES			4,698,213	880559	18	14,094,641	6671807	47	56378564	49706757

002002 - PKS/REC FUND REVENUES

CITY OF HATTIESBURG
REVENUE REPORT
ALL FUNDS
3 MONTHS ENDING 12/31/15

1/04/16

	OBJ/SUB	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
LICENSES, PERMITS & FEES	220A								
OTHER PERMITS & FEES	2230								
NSF CHECK FEE	2290								
OTHER PERMITS & FEES									
LICENSES, PERMITS & F									
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
FEMA RELIEF	2337								
MISC FEDERAL GRANTS	2339								
NATL PARK SER/LAND WTR	2351								
FEDERAL GRANTS									
STATE GRANTS	250B								
MDOT-INTERCHANGE ENHANC	2508								
DISASTER RELIEF	2545								
STATE GRANTS									
CITY/COUNTY SHARED REVEN	270B								
MISCELLANEOUS GRANTS	2740								
PEOPLES PARK	2740 01								
THAMES SCHOOL	2740 02								
SUMMER DAY CAMP	2740 03								
OTHER	2740 99								
MISCELLANEOUS GRANTS									
CITY/COUNTY SHARED RE									
CHARGES FOR SERVICES	280A								
WORKSHOP TRNG FEES	2892								
CULTURE AND RECREATION	3100								
SWIM FEES-C.E. ROY/5TH	3110								
SWIM FEES-DAHMER PARK	3112		41			125		500	500
SWIM FEES-REC. CTR. PO	3115								
ADULT GOLF FEES	3117								
TENNIS FEES	3118								
FENCING FEES	3119								
PLAYGROUND FEES	3120								
CHEER PROGRAM	3121								
SUMMER DAY CAMP	3122								
KAMPER PARK CONCESSION	3130								
BALLPARK CONCESSIONS	3131								
CERAMIC CONCESSIONS	3134								
KPZ GIFT SHOP CONCESSI	3135								

ZOO ADMISSIONS	3137									
TATUM PK PAVILION USE	3138									
EASTSIDE PK PAVILION U	3139		20			63			250	250
MCNAIR REC CTR USE FEE	3140									
KPZ PAVILION USE FEE	3145									
DAHMER PAVILION USE FE	3147		83			250	160	64	1000	840
KP ED CENTER USE FEE	3149									
BALLFIELD USE FEES	3150		333	900	270	1,000	2250	225	4000	1750
PARKS-MISC USE FEES	3151		333			1,000	80	8	4000	3920
YOUTH TEAM FEES	3160									
FLAG FOOTBALL	3160	01								
LITTLE TIGERS BASKETB	3160	02					1440			1440-
JUNIOR GOLF FEES	3160	03								
T-BALL	3160	05								
GIRLS' SOFTBALL	3160	06								
BOYS' SOFTBALL	3160	07								
GIRLS FASTPITCH	3160	10								
BOYS FASTPITCH	3160	11								
TACKLE FOOTBALL	3160	15								
YOUTH TEAM FEES							1440			1440-
ADULT TEAM FEES	3162									
CHURCH LEAGUE BASKETB	3162	01								
ADULT BASKETBALL	3162	02	291			875			3500	3500
ADULT CO-ED SOFTBALL	3162	03	291			875			3500	3500
ADULT MEN'S SOFTBALL	3162	04	666			2,000	900	45	8000	7100
ADULT WOMEN'S SOFTBAL	3162	05								
ADULT FOOTBALL	3162	06								
ADULT SOFTBALL-CHURCH	3162	07								
ADULT SOCCER	3162	08								
ADULT FLAG FOOTBALL	3162	09								
ADULT TEAM FEES			1,250			3,750	900	24	15000	14100
CERAMICS CLASS FEES	3170									
DRAMA,ART,DANCE LESSON	3178									
"MOKEY" TRAIN RIDES	3181									
CAROUSEL RIDES	3185									
OTHER	3190									
CULTURE AND RECREATI			2,062	900	43	6,188	4830	78	24750	19920
CHARGES FOR SERVICES			2,062	900	43	6,188	4830	78	24750	19920
MISCELLANEOUS	340A									
INTEREST EARNINGS	3400									
CERTIFICATES OF DEPOSI	3402									
SAVINGS ACCOUNT/MMA	3405		25	31	124	75	65	86	300	235
INTEREST EARNINGS			25	31	124	75	65	86	300	235
CONTRIBUTIONS-PUBLIC	3450									
CONTRIBUTIONS-FORREST	3455		2,083			6,250			25000	25000

CONTRIBUTIONS-PUBLIC			2,083			6,250			25000	25000
CONTRIBUTIONS-PRIVATE	3460									
CONTRIB-POLICEMAN'S BE	3461									
CONTRIB-SENIOR FARE	3463									
CONTRIB-SENIOR PROM	3464									
CONTRIB-HWY 49/7th ST	3468			2500			27500			27500-
CONTRIB-OTHER	3469		83			250	750	300	1000	250
CONTRIBUTIONS-PRIVAT			83	2500	3012	250	28250	1300	1000	27250-
MISCELLANEOUS			2,191	2531	115	6,575	28315	430	26300	2015-
TRANSFERS	380A									
TRANSFERS FROM OTHR FND	3800									
T/F GENERAL FUND	3800	01	186,666			560,000	500000	89	2240000	1740000
T/F TAX COLLECTORS-GPT	3800	27	70,416	11281	16	211,250	23558	11	845000	821442
TRANSFERS FROM OTHR			257,083	11281	4	771,250	523558	67	3085000	2561442
TRANSFERS			257,083	11281	4	771,250	523558	67	3085000	2561442
NON-REVENUE RECEIPTS	390A									
SALE OF EQUIPMENT	3940									
SALE OF MISC. ITEMS	3945									
COMM.-HOT DIGGITY CONCE	3963									
VENDING COMM./REFUNDS	3964									
REFUND & RECOVERY	3965									
RECOVERY OF DAMAGE CLAI	3967									
NON-REVENUE RECEIPTS										
BEGINNING CASH BALANCE	399A									
APPROPRIABLE FUND BALAN	3999		25,268			75,805			303220	303220
BEGINNING CASH BALANC			25,268			75,805			303220	303220
REVENUES			286,605	14711	5	859,818	556703	64	3439270	2882567

CITY OF HATTIESBURG

004004 - LIBRARY FUND REVENUES — REVENUE REPORT — 1/04/16

ALL FUNDS

3 MONTHS ENDING 12/31/15

	OBJ/SUB	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27		11001			22964			22964-
TRANSFERS FROM OTHR			11001			22964			22964-
TRANSFERS			11001			22964			22964-
REVENUES			11001			22964			22964-

CITY OF HATTIESBURG
REVENUE REPORT
ALL FUNDS
3 MONTHS ENDING 12/31/15

	OBJ/SUB	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
STATE-SHARED REVENUE	260B								
PRO-RATA FIRE INS. PREM	2620	20,000			60,000			240000	240000
FIRE INS REBATE/CODE EN	2625								
STATE-SHARED REVENUE		20,000			60,000			240000	240000
CHARGES FOR SERVICES	280A								
PUBLIC SAFETY	2850								
FIRE PROT.SHARE-USM	2862	7,971			23,913	95652	400	95652	
HAZ.MAT.TRAINING FEES	2885								
PUBLIC SAFETY		7,971			23,913	95652	400	95652	
CHARGES FOR SERVICES		7,971			23,913	95652	400	95652	
FINES AND FORFEITS	330A								
FIRE CODE VIOLATIONS	3325	83			250	46	18	1000	955
FINES AND FORFEITS		83			250	46	18	1000	955
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	250	410	164	750	1470	196	3000	1530
INTEREST EARNINGS		250	410	164	750	1470	196	3000	1530
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-OTHER	3469	83			250	250	100	1000	750
CONTRIBUTIONS-PRIVAT		83			250	250	100	1000	750
MISCELLANEOUS		333	410	123	1,000	1720	172	4000	2280
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
TRANSFERS FROM OTHR									
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
SALE OF REAL ESTATE	3920								
SALE OF EQUIPMENT	3940	1,916			5,750	23000	400	23000	
INSURANCE REIMB-STORM	3962								
REFUND & RECOVERY	3965					475			475-
CAPITAL LEASE PROCEEDS	3970	63,750			191,250			765000	765000
NOTE PROCEEDS	3975								
FIRE STATION	3975 03								

NOTE PROCEEDS									
NON-REVENUE RECEIPTS		65,666			197,000	23475	11	788000	764525
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	66,920			200,761			803045	803045
BEGINNING CASH BALANC		66,920			200,761			803045	803045
REVENUES		160,974	410		482,924	120892	25	1931697	1810805

008008 - SPEC.ST.IMPR REVENUES

CITY OF HATTIESBURG
REVENUE REPORT
ALL FUNDS
3 MONTHS ENDING 12/31/15

1/04/16

	OBJ/SUB	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
FAUS GRANT(LINC#1)	2331								
FAUS GRANT(LINC#2)	2332								
FAUS GRANT(CLASSIC DR)	2334								
FAUS GRANT(S.28TH)	2335								
FAUS GRANT(LINC#4)	2336								
FEDERAL GRANTS									
STATE-SHARED REVENUE	260B								
MUNICIPAL AID	2650	4,583	22934	500	13,750	22934	166	55000	32066
STATE-SHARED REVENUE		4,583	22934	500	13,750	22934	166	55000	32066
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	16	57	356	50	142	284	200	58
INTEREST EARNINGS		16	57	356	50	142	284	200	58
CONTRIBUTIONS-PUBLIC	3450								
CONTRIB-USM-CLASSIC DR	3452								
CONTRIBUTIONS-FORREST	3455								
CONTRIBUTIONS-PUBLIC									
MISCELLANEOUS		16	57	356	50	142	284	200	58
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
T/F '99 TAX INCR CONST	3800 103								
T/F '93 STREETS,DRAINS	3800 110								
T/F MUN.ROAD & BRIDGE	3800 72								
T/F '92 PARKS,REC,STS.	3800 97								
TRANSFERS FROM OTHR									
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
TIF DEPOSIT/PROCEEDS	3971								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	5,997			17,992			71968	71968

BEGINNING CASH BALANC		5,997			17,992			71968	71968
REVENUES		10,597	22991	216	31,792	23076	72	127168	104092

009009 - W&S O&M REVENUES

CITY OF HATTIESBURG
REVENUE REPORT
ALL FUNDS
3 MONTHS ENDING 12/31/15

1/04/16

	OBJ/SUB	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
CHARGES FOR SERVICES	280A								
SANITATION	2950								
LAGOON DUMPING	2955	2,083	1440	69	6,250	4385	70	25000	20615
SANITATION		2,083	1440	69	6,250	4385	70	25000	20615
CHARGES FOR SERVICES		2,083	1440	69	6,250	4385	70	25000	20615
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405		605			1532			1532-
OTHER INTEREST-MMA	3407	100			300			1200	1200
INTEREST EARNINGS		100	605	605	300	1532	510	1200	332-
RENTS AND ROYALTIES	3410								
EQUIPMENT	3419								
RENTS AND ROYALTIES									
MISCELLANEOUS		100	605	605	300	1532	510	1200	332-
ENTERPRISE ACCOUNTS	360A								
TAPS	3610								
SEWERAGE TREATMENT	3720								
METER RELOCATION	3730								
MISCELLANEOUS	3790								
ENTERPRISE ACCOUNTS									
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F WATER & SEWER B&I	3800 10								
T/F WATER & SEWER	3800 11	812,500	902778	111	2,437,500	2527778	103	9750000	7222222
T/F CUSTOMER METER	3800 24								
TRANSFERS FROM OTHR		812,500	902778	111	2,437,500	2527778	103	9750000	7222222
TRANSFERS		812,500	902778	111	2,437,500	2527778	103	9750000	7222222
NON-REVENUE RECEIPTS	390A								
SALE OF EQUIPMENT	3940								
SALE OF SCRAP MATERIAL	3943								
SALE OF MISC. ITEMS	3945								
REFUND & RECOVERY	3965		108			108			108-
RECOVERY OF DAMAGE CLAI	3967								
CAPITAL LEASE PROCEEDS	3970								

NON-REVENUE RECEIPTS			108			108			108-
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	111,518			334,554			1338217	1338217
BEGINNING CASH BALANC		111,518			334,554			1338217	1338217
REVENUES		926,201	904931	97	2,778,604	2533803	91	11114417	8580614

CITY OF HATTIESBURG
REVENUE REPORT
ALL FUNDS
3 MONTHS ENDING 12/31/15

	OBJ/SUB		CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200									
MISCELLANEOUS	340A									
INTEREST EARNINGS	3400									
CERTIFICATES OF DEPOSI	3402									
SAVINGS ACCOUNT/MMA	3405			217			616			616-
OTHER INTEREST-MMA	3407			51			80			80-
TREASURY NOTES	3409									
INTEREST EARNINGS				268			695			695-
MISCELLANEOUS				268			695			695-
TRANSFERS	380A									
TRANSFERS FROM OTHR FND	3800									
T/F '13 W&S BOND CONST	3800	105								
T/F WATER & SEWER '06	3800	11A	139,166	154630	111	417,500	432963	103	1670000	1237037
T/F WATER & SEWER '12	3800	11B	72,916	81019	111	218,750	226852	103	875000	648148
T/F WATER & SEWER '13	3800	11C	112,500	111100	98	337,500	461201	136	1350000	888799
T/F '10 W&S GO BONDS	3800	11GO		18519			185185			185185-
T/F WTR/SWR(METER GO)	3800	11M	75,000	83333	111	225,000	233333	103	900000	666667
T/F W&S B&I USA YEAST	3800	15								
T/F W & S CONTINGENCY	3800	17								
T/F WATER METER PROJEC	3800	78								
T/F '12 W&S REV BOND C	3800	94								
T/F '10 W&S GO BONDS	3800	99								
TRANSFERS FROM OTHR			399,583	448600	112	1,198,750	1539535	128	4795000	3255465
TRANSFERS			399,583	448600	112	1,198,750	1539535	128	4795000	3255465
NON-REVENUE RECEIPTS	390A									
SALE OF BONDS	3910									
BOND PREMIUM	3913									
ACCRUED INTEREST	3915									
SALE OF BONDS										
NON-REVENUE RECEIPTS										
BEGINNING CASH BALANCE	399A									
APPROPRIABLE FUND BALAN	3999		563,170			1,689,511			6758042	6758042
BEGINNING CASH BALANC			563,170			1,689,511			6758042	6758042
REVENUES			962,753	448868	46	2,888,261	1540230	53	11553042	10012812

CITY OF HATTIESBURG
REVENUE REPORT
ALL FUNDS
3 MONTHS ENDING 12/31/15

	OBJ/SUB		.....CURRENT..... ESTIMATED	ACTUAL	%REV	.....YEAR-TO-DATE..... ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200									
LICENSES, PERMITS & FEES	220A									
OTHER PERMITS & FEES	2230									
NSF CHECK FEE	2290		375	520	138	1,125	1560	138	4500	2940
OTHER PERMITS & FEES			375	520	138	1,125	1560	138	4500	2940
LICENSES, PERMITS & F			375	520	138	1,125	1560	138	4500	2940
MISCELLANEOUS	340A									
INTEREST EARNINGS	3400									
CERTIFICATES OF DEPOSI	3402									
SAVINGS ACCOUNT/MMA	3405		208	283	136	625	907	145	2500	1593
INTEREST EARNINGS			208	283	136	625	907	145	2500	1593
MISCELLANEOUS			208	283	136	625	907	145	2500	1593
ENTERPRISE ACCOUNTS	360A									
METERED WATER SALES	3600									
RESIDENTIAL WATER-NO T	3600	01	389,183	411583	105	1,167,550	1229849	105	4670200	3440351
NON-RESIDENTIAL WATER	3600	011	75,000	81240	108	225,000	245308	109	900000	654692
TAXABLE WATER SALES	3600	02	216,708	199410	92	650,125	705852	108	2600500	1894648
TAXABLE WATER-USA YEAS	3600	03	15,000			45,000	20769	46	180000	159231
METERED WATER SALES			695,891	692232	99	2,087,675	2201778	105	8350700	6148922
WATER TAPS	3610		14,583	4585	31	43,750	19069	43	175000	155931
WATER TURN-ON FEE	3620		5,833	3650	62	17,500	13700	78	70000	56300
SEWER TAPS	3625		2,000	3000	150	6,000	7700	128	24000	16300
SEWER CHARGES	3630									
NON-RESIDENTIAL SEWER	3630	01	221,625	229005	103	664,875	684022	102	2659500	1975478
RESIDENTIAL SEWER	3630	02	383,375	404024	105	1,150,125	1168018	101	4600500	3432482
LAMAR PARK SEWER	3630	03	16,250	17356	106	48,750	47317	97	195000	147683
MARSHALL DURBIN SEWER	3630	04	28,333	52767	186	85,000	116074	136	340000	223926
PETAL SEWER	3630	05	29,166	26822	91	87,500	69414	79	350000	280586
HERCULES	3630	06	416	445	106	1,250	568	45	5000	4432
PBRSWMA-LEACHATE	3630	07	416			1,250	632	50	5000	4368
ZEON CHEMICALS	3630	08	3,083	2435	78	9,250	6063	65	37000	30937
USA YEAST SEWER	3630	09	33,458			100,375	73154	72	401500	328346
DAIRY FRESH SEWER	3630	10	5,416	7130	131	16,250	23382	143	65000	41618
OTHER SPEC SWR CONTRAC	3630	11	7,500			22,500			90000	90000
SEWER CHARGES			729,041	739984	101	2,187,125	2188646	100	8748500	6559854
SEWERAGE TREATMENT	3720									
ENTERPRISE ACCOUNTS			1,447,350	1443452	99	4,342,050	4430894	102	17368200	12937306
NON-REVENUE RECEIPTS	390A									
REFUND & RECOVERY	3965									

NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999								
BEGINNING CASH BALANC									
REVENUES		1,447,933	1444255	99	4,343,800	4433361	102	17375200	12941839

012012 - 1999 TAX INCRE B&I-REVENUES

CITY OF HATTIESBURG
REVENUE REPORT
ALL FUNDS
3 MONTHS ENDING 12/31/15

1/04/16

	OBJ/SUB	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVEN	270B								
FORREST CTY	2705								
CITY/COUNTY-SHARED RE									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405		1			3			3-
OTHER INTEREST	3407								
TREASURY NOTES	3409								
INTEREST EARNINGS			1			3			3-
MISCELLANEOUS			1			3			3-
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F '99 TAX INCRE CONS	3800	103							
T/F TAX COLLECTORS-GPT	3800	27							
TRANSFERS FROM OTHR									
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999		572			1,719		6874	6874
BEGINNING CASH BALANC			572			1,719		6874	6874
REVENUES			572	1		1,719	3	6874	6871

	OBJ/SUB		CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200									
INTER-GOVERNMNTL REVENUE	230A									
CITY/COUNTY-SHARED REVEN	270B									
PROPERTY TAX DISTR-SUNB	2728									
KOHLER DEBT.SER-FORREST	2730		434	5210	1200	1,303	5210	399	5210	
CITY/COUNTY-SHARED RE			434	5210	1200	1,303	5210	399	5210	
MISCELLANEOUS	340A									
INTEREST EARNINGS	3400									
CERTIFICATES OF DEPOSI	3402									
SAVINGS ACCOUNT/MMA	3405		125	82	65	375	301	80	1500	1199
OTHER INTEREST-MMA	3407									
TREASURY NOTES	3409									
INTEREST EARNINGS			125	82	65	375	301	80	1500	1199
RENTS AND ROYALTIES	3410									
BUILDING	3412									
KOHLER	3412	17								
ABILITYWORKS INC(ALLI	3412	19								
OTHER BLDG. RENT	3412	99								
BUILDING										
RENTS AND ROYALTIES										
MISCELLANEOUS			125	82	65	375	301	80	1500	1199
TRANSFERS	380A									
TRANSFERS FROM OTHR FND	3800									
T/F GENERAL FUND	3800	01								
T/F SPEC.SALES TAX	3800	107	10,426	10427	100	31,280	31281	100	125119	93838
T/F TAX COLLECTORS-GPT	3800	27	243,750	39481	16	731,250	82434	11	2925000	2842566
T/F INDUSTRIAL PARK DE	3800	87								
T/F IND.PARK (KOHLER)	3800	87K	22,850			68,553			274211	274211
T/F IND.PARK (SUNBEAM)	3800	87S								
T/F D/T LIGHTING	3800	90								
T/F MDB CAPITAL PROJEC	3800	96								
TRANSFERS FROM OTHR			277,027	49908	18	831,083	113715	13	3324330	3210615
TRANSFERS			277,027	49908	18	831,083	113715	13	3324330	3210615
NON-REVENUE RECEIPTS	390A									
SALE OF BONDS	3910									
ACCRUED INT-RFDG BONDS	3915									
SALE OF BONDS										
SALE OF REAL ESTATE-SAC	3920		17,739	58938	332	53,219	58938	110	212875	153938

REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS		17,739	58938	332	53,219	58938	110	212875	153938
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	257,318			771,957			3087826	3087826
BEGINNING CASH BALANC		257,318			771,957			3087826	3087826
REVENUES		552,645	114137	20	1,657,935	178163	10	6631741	6453578

CITY OF HATTIESBURG

014014 - SCHOOL FUND REVENUES — REVENUE REPORT — 1/04/16

ALL FUNDS

3 MONTHS ENDING 12/31/15

	OBJ/SUB		CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200									
TRANSFERS	380A									
TRANSFERS FROM OTHR FND	3800									
T/F TAX COLLECTORS-GPT	3800	27		148819			494285			494285-
T/F TAX COLL-GPT-'88 B	3800	27SB		20310			70338			70338-
TRANSFERS FROM OTHR				169129			564623			564623-
TRANSFERS				169129			564623			564623-
REVENUES				169129			564623			564623-

	OBJ/SUB	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405								
OTHER INTEREST-MMA	3407								
TREASURY NOTES	3409								
INTEREST EARNINGS									
MISCELLANEOUS									
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F 2002 USA YEAST PRO	3800 106								
T/F WATER & SEWER	3800 11								
TRANSFERS FROM OTHR									
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PREMIUM	3913								
ACCRUED INT-'02 W&S BO	3915								
SALE OF BONDS									
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999								
BEGINNING CASH BALANC									
REVENUES									

CITY OF HATTIESBURG

018018 - P&FD&R REVENUES | REVENUE REPORT | 1/04/16

ALL FUNDS

3 MONTHS ENDING 12/31/15

	OBJ/SUB	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
SAVINGS ACCOUNT/MMA	3405								
INTEREST EARNINGS									
P&FD&R EMPLOYEE CONTRIB	3470		1922			2675			2675-
MISCELLANEOUS			1922			2675			2675-
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27		16948			38844			38844-
TRANSFERS FROM OTHR			16948			38844			38844-
TRANSFERS			16948			38844			38844-
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999								
BEGINNING CASH BALANC									
REVENUES			18871			41519			41519-

CITY OF HATTIESBURG

019019 - POL.FORFEITURES REVENUES | REVENUE REPORT | 1/04/16

ALL FUNDS

3 MONTHS ENDING 12/31/15

	OBJ/SUB	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
JUST.-TREAS(ATF)	2306								
JUST.-HURRICANE RELIEF(	2308								
FEDERAL GRANTS									
STATE GRANTS	250B								
CRIME PREVENTION PROGRA	2516								
PR VOTECH TRAINING	2517								
ATT'Y GEN./TOBACCO REVE	2525								
STATE GRANTS									
CHARGES FOR SERVICES	280A								
PUBLIC SAFETY	2850								
K-9 TRAINING	2872								
BAD CHECK PROC. FEES	2875		277			899			899-
DISPATCHER TRNG. FEES	2890								
SWORN TRNG FEES	2891								
NON-SWORN TRNG FEES	2892								
METRO CRIME SCENE FEES	2895								
METRO CRIME SCENE-LAM	2895 01								
METRO CRIME SCENE-PET	2895 02								
METRO CRIME SCENE-FOR	2895 03								
METRO CRIME SCENE-PER	2895 04								
METRO CRIME SCENE F									
PUBLIC SAFETY			277			899			899-
CHARGES FOR SERVICES			277			899			899-
FINES AND FORFEITS	330A								
DARE CITY COURT COSTS	3321		1052			4085			4085-
NARC.FORFEITURES-POLICE	3323		250			250			250-
FORF-FED(TREAS/IRS/ATF)	3324								
FORF-FED(JUSTICE/DEA)	3326		1174			1174			1174-
FINES AND FORFEITS			2476			5510			5510-
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
SAVINGS ACCOUNT/MMA	3405		10			34			34-
INTEREST EARNINGS			10			34			34-
CONTRIBUTIONS-PUBLIC	3450								
CONTRIB-LAMAR CNTY	3451								
CONTRIB-USM	3452								

CONTRIB-PETAL	3453								
CONTRIB-METRO CRIME ST	3454								
CONTRIBUTIONS-FORREST	3455								
CONTRIBUTIONS-OTHER	3459								
CONTRIBUTIONS-PUBLIC									
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-D.A.R.E.	3461								
CONTRIB-OTHER	3469								
CONTRIBUTIONS-PRIVAT									
MISCELLANEOUS			10			34			34-
TRANSFERS	380A								
T/F GENERAL FUND	3800 01								
TRANSFERS FROM OTHR									
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
SALE OF EQUIPMENT	3940								
SALE OF CANINES	3946								
INSURANCE REIMB-STORM	3962								
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	20,612			61,839			247355	247355
BEGINNING CASH BALANC		20,612			61,839			247355	247355
REVENUES		20,612	2764	13	61,839	6443	10	247355	240912

CITY OF HATTIESBURG
REVENUE REPORT
ALL FUNDS
3 MONTHS ENDING 12/31/15

	OBJ/SUB		CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200									
INTER-GOVERNMNTL REVENUE	230A									
CITY/COUNTY-SHARED REVEN	270B									
FORREST CTY	2705		12,151	142728	1174	36,454	142728	391	145814	3086
CITY/COUNTY-SHARED RE			12,151	142728	1174	36,454	142728	391	145814	3086
MISCELLANEOUS	340A									
INTEREST EARNINGS	3400									
CERTIFICATES OF DEPOSI	3402									
SAVINGS ACCOUNT/MMA	3405			10			32			32-
OTHER INTEREST	3407									
TREASURY NOTES	3409									
INTEREST EARNINGS				10			32			32-
MISCELLANEOUS				10			32			32-
TRANSFERS	380A									
TRANSFERS FROM OTHR FND	3800									
T/F TAX COLLECTORS-GPT	3800	27	12,151			36,454			145814	145814
T/F '02 TIF CONSTR-SO.	3800	88								
T/F '14 TIF CONSTR-SO.	3800	91								
TRANSFERS FROM OTHR			12,151			36,454			145814	145814
TRANSFERS			12,151			36,454			145814	145814
NON-REVENUE RECEIPTS	390A									
REFUND & RECOVERY	3965									
NON-REVENUE RECEIPTS										
BEGINNING CASH BALANCE	399A									
APPROPRIABLE FUND BALAN	3999		21,209			63,630			254519	254519
BEGINNING CASH BALANC			21,209			63,630			254519	254519
REVENUES			45,512	142738	313	136,537	142760	104	546147	403387

021021 - 2004 TIF B&I-H/D REVENUES

CITY OF HATTIESBURG
REVENUE REPORT
ALL FUNDS
3 MONTHS ENDING 12/31/15

1/04/16

	OBJ/SUB	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVEN	270B								
LAMAR CTY	2708								
CITY/COUNTY-SHARED RE									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405		3			8			8-
OTHER INTEREST	3407								
TREASURY NOTES	3409								
INTEREST EARNINGS			3			8			8-
MISCELLANEOUS			3			8			8-
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27								
T/F '04 TIF CONSTR-HOM	3800 89								
TRANSFERS FROM OTHR									
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	5,604			16,813			67250	67250
BEGINNING CASH BALANC		5,604			16,813			67250	67250
REVENUES		5,604	3		16,813	8		67250	67242

CITY OF HATTIESBURG
REVENUE REPORT
ALL FUNDS
3 MONTHS ENDING 12/31/15

	OBJ/SUB		CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200									
MISCELLANEOUS	340A									
INTEREST EARNINGS	3400									
CERTIFICATES OF DEPOSI	3402									
SAVINGS ACCOUNT/MMA	3405			9			26			26-
OTHER INTEREST	3407									
TREASURY NOTES	3409									
INTEREST EARNINGS				9			26			26-
MISCELLANEOUS				9			26			26-
TRANSFERS	380A									
TRANSFERS FROM OTHR FND	3800									
T/F GENERAL FUND	3800	01								
T/F TAX COLLECTORS-GPT	3800	27	18,630			55,890			223560	223560
T/F 2003 TIF CONST-CHA	3800	90								
TRANSFERS FROM OTHR			18,630			55,890			223560	223560
TRANSFERS			18,630			55,890			223560	223560
NON-REVENUE RECEIPTS	390A									
REFUND & RECOVERY	3965									
NON-REVENUE RECEIPTS										
BEGINNING CASH BALANCE	399A									
APPROPRIABLE FUND BALAN	3999		17,593			52,779			211117	211117
BEGINNING CASH BALANC			17,593			52,779			211117	211117
REVENUES			36,223	9		108,669	26		434677	434651

023023 - 2007 TIF B&I-T/C REVENUES

CITY OF HATTIESBURG
REVENUE REPORT
ALL FUNDS
3 MONTHS ENDING 12/31/15

1/04/16

	OBJ/SUB	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVEN	270B								
LAMAR CTY	2708	9,431			28,293			113172	113172
CITY/COUNTY-SHARED RE		9,431			28,293			113172	113172
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	25	9	36	75	28	37	300	272
OTHER INTEREST	3407								
TREASURY NOTES	3409								
INTEREST EARNINGS		25	9	36	75	28	37	300	272
MISCELLANEOUS		25	9	36	75	28	37	300	272
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27	28,298			84,895			339578	339578
T/F 2007 TIF CONST-TUR	3800 91								
TRANSFERS FROM OTHR		28,298			84,895			339578	339578
TRANSFERS		28,298			84,895			339578	339578
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	19,036			57,108			228432	228432
BEGINNING CASH BALANC		19,036			57,108			228432	228432
REVENUES		56,790	9		170,371	28		681482	681454

CITY OF HATTIESBURG
REVENUE REPORT
ALL FUNDS
3 MONTHS ENDING 12/31/15

	OBJ/SUB	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVEN	270B								
LAMAR CTY	2708								
CITY/COUNTY-SHARED RE									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405		6			19			19-
OTHER INTEREST	3407								
TREASURY NOTES	3409								
INTEREST EARNINGS			6			19			19-
MISCELLANEOUS			6			19			19-
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27								
T/F 2008 TIF CONST-L/C	3800 90								
TRANSFERS FROM OTHR									
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	12,784			38,354			153417	153417
BEGINNING CASH BALANC		12,784			38,354			153417	153417
REVENUES		12,784	6		38,354	19		153417	153398

	OBJ/SUB	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
CITY/COUNTY-SHARED REVEN	270B								
LAMAR CTY	2708	2,559			7,678			30713	30713
CITY/COUNTY-SHARED RE		2,559			7,678			30713	30713
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405		1			4			4-
OTHER INTEREST	3407								
TREASURY NOTES	3409								
INTEREST EARNINGS			1			4			4-
MISCELLANEOUS			1			4			4-
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27	5,542			16,628			66512	66512
T/F 2011 TIF CONST-KOH	3800 91								
TRANSFERS FROM OTHR		5,542			16,628			66512	66512
TRANSFERS		5,542			16,628			66512	66512
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
APPROPRIABLE FUND BALAN	3999	2,973			8,919			35676	35676
NON-REVENUE RECEIPTS		2,973			8,919			35676	35676
REVENUES		11,075	1		33,225	4		132901	132897

	OBJ/SUB		CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200									
GENERAL PROPERTY TAXES	200A									
CURRENT YEAR TAXES	2000									
REALTY	2001									
REALTY-CITY	2001	CITY		53492			53492			53492-
REALTY-O/S SCHOOL DIS	2001	OSD								
REALTY-SCHOOL	2001	SCHL		48094			48094			48094-
REALTY-W/I SCHOOL DIS	2001	WSD								
REALTY				101586			101586			101586-
HOMESTEAD LOSS	2005			1914-			1914-			1914
EXEMPT-TAX LOSS REIMB.	2006									
PERSONALTY-AUTO/RAILRO	2010									
PRSNLTY AUTO-CITY	2010	CITY		114285			215575			215575-
PRSNLTY AUTO-O/S SCHO	2010	OSD								
PRSNLTY RR-O/S SCHOOL	2010	OSDRR								
PRSNLTY AUTO-SCHOOL	2010	SCHL		101734			101734			101734-
PRSNLTY AUTO-W/I SCHO	2010	WSD								
PERSONALTY-AUTO/RAI				216020			317309			317309-
PERSONALTY	2020									
PERSONALTY-CITY	2020	CITY		99201			99201			99201-
PERSONALTY-O/S SCHOOL	2020	OSD								
PERSONALTY-SCHOOL	2020	SCHL		8431			8431			8431-
PERSONALTY-W/I SCHOOL	2020	WSD								
PERSONALTY				107632			107632			107632-
RENTAL VEHICLES	2026									
RENTAL VEHICLES-GENER	2026	GEN								
RENTAL VEHICLES										
CURRENT YEAR TAXES				423324			524613			524613-
PRIOR YEAR TAXES	2030									
NON-EXEMPT REALTY P/Y	2031						22776			22776-
EXEMPT REALTY P/Y	2035			8			57230-			57230
PERSONALTY-AUTO P/Y	2040			21336			431631			431631-
PERSONALTY-RAIL CAR P/	2045									
PERSONALTY P/Y	2050			2159			215798			215798-
PRIOR YEAR TAXES				23503			612974			612974-
GENERAL PROPERTY TAXE				446827			1137587			1137587-
TAXES-OTHER	206A									
INT/PENALTY ON DEL. TAX	2100			9606			117391			117391-
EXCESS BID-PROP. TAXES	2110									

TAXES-OTHER			9606			117391			117391-
LICENSES, PERMITS & FEES	220A								
OTHER PERMITS & FEES	2230								
CITY CLERK FEES	2232								
OTHER PERMITS & FEES									
LICENSES, PERMITS & F									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405		52			358			358-
TREASURY NOTES	3409								
INTEREST EARNINGS			52			358			358-
MISCELLANEOUS			52			358			358-
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
REVENUES			456485			1255337			1255337-

039039 - AIRPORT IMPR. REVENUES

CITY OF HATTIESBURG
REVENUE REPORT
ALL FUNDS
3 MONTHS ENDING 12/31/15

1/04/16

	OBJ/SUB		CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200									
OTHER PERMITS & FEES	2230									
FLOWAGE FEE	2295									
OTHER PERMITS & FEES										
INTER-GOVERNMNTL REVENUE	230A									
FEDERAL GRANTS	230B									
FEDERAL AVIATION ADM.	2330		188,157	11701-	6	564,473	1967274	348	2257890	290616
FEDERAL GRANTS			188,157	11701-	6	564,473	1967274	348	2257890	290616
STATE GRANTS	250B									
MDOT-MULTIMODAL GRANT	2509									
AIRPORT GRANT	2540		10,453			31,360			125438	125438
STATE GRANTS			10,453			31,360			125438	125438
STATE-SHARED REVENUE	260B									
AIRPLANE REGISTRATION T	2655									
STATE-SHARED REVENUE										
CITY/COUNTY-SHARED REVEN	270B									
AIRPORT ASSIST-FORREST	2725									
CITY/COUNTY-SHARED RE										
MISCELLANEOUS	340A									
INTEREST EARNINGS	3400									
CERTIFICATES OF DEPOSI	3402									
SAVINGS ACCOUNT/MMA	3405						108			108-
INTEREST EARNINGS							108			108-
RENTS AND ROYALTIES	3410									
BUILDING	3412									
YORK INT/JOHNSON CONT	3412	12	416			1,250			5000	5000
LORESCO INC	3412	13	100	100	100	300	300	100	1200	900
COCA COLA (1906 COMPA	3412	14								
H'BURG HANGER ASSN.	3412	18								
SOUTHEAST AVIATION SE	3412	21	1,833	1589	86	5,500	5049	91	22000	16951
OTHER BLDG. RENT	3412	99								
BUILDING			2,350	1689	71	7,050	5349	75	28200	22851
MINERAL LEASE-AIRPORT	3418									
RENTS AND ROYALTIES			2,350	1689	71	7,050	5349	75	28200	22851
MISCELLANEOUS			2,350	1689	71	7,050	5457	77	28200	22743
TRANSFERS	380A									
TRANSFERS FROM OTHR FND	3800									

T/F GENERAL FUND	3800 01								
TRANSFERS FROM OTHR									
TRANSFERS NON-REVENUE RECEIPTS	390A								
SALE OF REAL ESTATE	3920								
SALE OF TIMBER	3923					22415			22415-
NON-REVENUE RECEIPTS						22415			22415-
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	10,184			30,555			122219	122219
BEGINNING CASH BALANC		10,184			30,555			122219	122219
REVENUES		211,145	10012-	4	633,437	1995145	314	2533747	538602

CITY OF HATTIESBURG
REVENUE REPORT
ALL FUNDS
3 MONTHS ENDING 12/31/15

	OBJ/SUB	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
BOND PREMIUM	3913								
ACCRUED INTEREST	3915								
SALE OF BONDS									
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999								
BEGINNING CASH BALANC									
REVENUES									

CITY OF HATTIESBURG
REVENUE REPORT
ALL FUNDS
3 MONTHS ENDING 12/31/15

	OBJ/SUB		CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200									
INTER-GOVERNMNTL REVENUE	230A									
FEDERAL GRANTS	230B									
FHWA-STORM RELATED	2323									
FEMA RELIEF	2337									
FEDERAL GRANTS										
STATE GRANTS	250B									
STATE BOND FDS/GORDON C	2501									
GORDON CRK PATH/PAT HAR	2502									
WEATHERSBY ROAD	2533									
MDOT-MPO GRANT	2555									
MDOT-MPO GRANT	2555	01								
MDOT-TRAFFIC SIGNALS	2555	02								
MDOT-NEW TARGET	2555	03								
MDOT-#1 HARDY ST WIDEN	2555	04								
MDOT-LLT-US 49 TO MAIN	2555	05	88,277			264,833			1059330	1059330
MDOT-#2 HARDY ST WIDEN	2555	06								
MDOT-TRAF SIGNAL-SO.PO	2555	07								
MDOT-ARRA-PINE B'WAY T	2555	08								
MDOT-SIDEWALKS-SCHOOLS	2555	09								
MDOT-WESTERN BELTWAY	2555	10	4,500			13,500			54000	54000
MDOT-RAILROAD CROSSING	2555	11								
MDOT-FUTURE PROJECT	2555	12								
MDOT-B'WAY,MOBILE TE	2555	13	55,583			166,750			667000	667000
MDOT-34TH AVE TE	2555	14	8,917			26,754			107014	107014
MDOT-4TH ST PHASE I	2555	15								
MDOT-4TH ST PHASE II	2555	16	72,938			218,816			875264	875264
MDOT-MARTIN LUTHER KIN	2555	17								
MDOT-SIDEWALKS-HAWKINS	2555	18	16,541			49,625			198500	198500
MDOT-SIDEWALKS-TUSCAN	2555	19	25,390			76,171			304684	304684
MDOT-LLT DEPOT TO CHAI	2555	20	43,197			129,593			518373	518373
MDOT-J ED TURNER BIKE	2555	21	16,800			50,400			201600	201600
MDOT-MPO GRANT			332,147			996,441			3985765	3985765
STATE GRANTS			332,147			996,441			3985765	3985765
CITY/COUNTY-SHARED REVEN	270B									
FORREST - INFRAST. IMPR	2707									
PRO-RATA CTY RD TAX-FOR	2710		107,916	10511	9	323,750	23655	7	1295000	1271345
PRO-RATA CTY RD TAX-LAM	2715		62,083	16876	27	186,250	25605	13	745000	719395
MISCELLANEOUS GRANTS	2740									
CITY/COUNTY-SHARED RE			170,000	27387	16	510,000	49259	9	2040000	1990741
MISCELLANEOUS	340A									
INTEREST EARNINGS	3400									

CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405								
INTEREST EARNINGS									
CONTRIBUTIONS-PUBLIC	3450								
CONTRIBUTIONS-FORREST	3455	2,083			6,250			25000	25000
CONTRIB-RAILS TO TRAIL	3457		37500			37500			37500-
CONTRIBUTIONS-PUBLIC		2,083	37500	1800	6,250	37500	600	25000	12500-
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-RAILROAD PROJE	3461								
CONTRIB-CHAUVET SQ.PRO	3469								
CONTRIBUTIONS-PRIVAT									
MISCELLANEOUS		2,083	37500	1800	6,250	37500	600	25000	12500-
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F W & S CONSTRUCTION	3800	75							
T/F INDUSTRIAL PARK DE	3800	87							
TRANSFERS FROM OTHR									
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
SALE OF TIMBER	3923								
REFUND & RECOVERY	3965								
REFUND-COST SHARING	3969								
CAPITAL LEASE PROCEEDS	3970								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	146,978			440,934			1763737	1763737
BEGINNING CASH BALANC		146,978			440,934			1763737	1763737
REVENUES		651,208	64887	9	1,953,626	86759	4	7814502	7727743

	OBJ/SUB		CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200									
INTER-GOVERNMNTL REVENUE	230A									
FEDERAL GRANTS	230B									
UMTA-MASS TRANS-OPER.C/	2340		41,590	81328	195	124,772	106176	85	499086	392910
UMTA-MASS TRANS-CAPTL.	2341		26,391			79,175			316700	316700
UMTA-MASS TRANS-PLANNIN	2342									
UMTA-MASS TRANS-P/Y	2343									
UMTA-MASS TRANS-PREV.C/	2344		10,673	19605	183	32,020	32564	101	128080	95516
ARRA-MASS TRANS	2345									
JARC-MASS TRANS	2346		15,331	6449	42	45,996	6449	14	183982	177533
FEDERAL GRANTS			93,987	107382	114	281,962	145189	51	1127848	982659
STATE GRANTS	250B									
MDOT GRANT(PLANNING/CAP	2555									
STATE GRANTS										
MISCELLANEOUS	340A									
INTEREST EARNINGS	3400									
CERTIFICATES OF DEPOSI	3402									
SAVINGS ACCOUNT/MMA	3405			7			32			32-
INTEREST EARNINGS				7			32			32-
MASS TRANSIT CHARGES	3520									
BUS FARES-FIXED ROUTES	3525		3,291	3283	99	9,875	10582	107	39500	28918
BUS FARES-DEMAND RES-D	3527									
ADVERTISING	3535		208	283	136	625	822	131	2500	1678
MISC. CHARGES & FEES	3540									
MASS TRANSIT CHARGES			3,500	3566	101	10,500	11404	108	42000	30596
MISCELLANEOUS			3,500	3573	102	10,500	11436	108	42000	30564
TRANSFERS	380A									
TRANSFERS FROM OTHR FND	3800									
T/F GENERAL FUND	3800	01	19,166			57,500			230000	230000
T/F TAX COLLECTORS-GPT	3800	27	17,500	2793	15	52,500	5843	11	210000	204157
TRANSFERS FROM OTHR			36,666	2793	7	110,000	5843	5	440000	434157
TRANSFERS			36,666	2793	7	110,000	5843	5	440000	434157
NON-REVENUE RECEIPTS	390A									
SALE OF EQUIPMENT	3940									
SALE OF SCRAP MATERIAL	3943									
VENDING COMM./REFUNDS	3964									
REFUND & RECOVERY	3965									
RECOVERY OF DAMAGE CLAI	3967									

NON-REVENUE RECEIPTS										
BEGINNING CASH BALANCE	399A									
APPROPRIABLE FUND BALAN	3999	27,543			82,630			330519	330519	
BEGINNING CASH BALANC		27,543			82,630			330519	330519	
REVENUES		161,697	113748	70	485,092	162467	33	1940367	1777900	

CITY OF HATTIESBURG
REVENUE REPORT
ALL FUNDS
3 MONTHS ENDING 12/31/15

	OBJ/SUB		CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200									
INTER-GOVERNMNTL REVENUE	230A									
FEDERAL GRANTS	230B									
CDBG-USA YEAST	2336									
FEMA RELIEF	2337									
CDBG-WIS PAK	2338									
CDBG-WATER PLANT 2 RENO	2339									
US CORPS OF ENGR PROJEC	2354									
LAGOON AERATORS-DOE ARR	2357									
COUNTRY CLUB WATER-EPA	2358									
NRCS EROSION CONTROL GR	2512									
I.P.-HYBERPLASTIC-MDA G	2514									
FEDERAL GRANTS										
CITY/COUNTY-SHARED REVEN	270B									
FORREST CTY	2705									
PETAL	2737									
LAMAR PARK	2738									
CITY/COUNTY-SHARED RE										
MISCELLANEOUS	340A									
INTEREST EARNINGS	3400									
CERTIFICATES OF DEPOSI	3402									
SAVINGS ACCOUNT/MMA	3405			401			994			994-
INTEREST EARNINGS				401			994			994-
RENTS AND ROYALTIES	3410									
LAND	3411									
TRITELL COMMUNICATION	3411	12								
AT&T/CINGULAR(WTR WOR	3411	13	1,250			3,750			15000	15000
SBA STRUCTURES (WM CA	3411	14	1,275	1344	105	3,825	2688	70	15300	12612
CCATT HOLDINGS-WATER	3411	15	1,500	633	42	4,500	1267	28	18000	16733
AP WIRELESS INVESTMEN	3411	16	16,666			50,000	119999	239	200000	80001
LAND			20,691	1977	9	62,075	123954	199	248300	124346
BUILDING	3412									
USM CELLULAR ONE RENT	3412	41								
TH INC MANAGEMENT(USM	3412	42								
VERIZON-USM WATER TAN	3412	43								
CELLULAR SOUTH(MULTI	3412	44								
BUILDING										
RENTS AND ROYALTIES			20,691	1977	9	62,075	123954	199	248300	124346
CONTRIBUTIONS-PRIVATE	3460									
CONTRIB-USA YEAST SWR	3461									

CONTRIBUTIONS-PRIVAT										
MISCELLANEOUS			20,691	2378	11	62,075	124948	201	248300	123352
TRANSFERS	380A									
TRANSFERS FROM OTHR FND	3800									
T/F GENERAL FUND	3800	01								
T/F WATER & SEWER O &	3800	09								
T/F WATER & SEWER B&I	3800	10								
T/F WATER & SEWER	3800	11	175,633	60089	34	526,900	285631	54	2107600	1821969
T/F W & S CONTINGENCY	3800	17								
T/F COM.DEV.BLK.GRANT	3800	82								
T/F INDUSTRIAL PARK DE	3800	87								
TRANSFERS FROM OTHR			175,633	60089	34	526,900	285631	54	2107600	1821969
TRANSFERS			175,633	60089	34	526,900	285631	54	2107600	1821969
NON-REVENUE RECEIPTS	390A									
REFUND & RECOVERY	3965									
CAPITAL LEASE PROCEEDS	3970									
NOTE PROCEEDS	3975									
SRF LOAN PROCEEDS-#1	3980									
SRF LOAN PROCEEDS-#2	3985									
SRF LOAN PROCEEDS-#3	3987									
NON-REVENUE RECEIPTS										
BEGINNING CASH BALANCE	399A									
APPROPRIABLE FUND BALAN	3999		262,362			787,088			3148352	3148352
BEGINNING CASH BALANC			262,362			787,088			3148352	3148352
REVENUES			458,687	62467	13	1,376,063	410579	29	5504252	5093673

077077 - COMMUNITY CTR REVENUES

CITY OF HATTIESBURG
REVENUE REPORT
ALL FUNDS
3 MONTHS ENDING 12/31/15

1/04/16

	OBJ/SUB	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
CHARGES FOR SERVICES	280A								
CULTURE AND RECREATION	3100								
SAENGER RESTORA/MAINT	3125								
SAENGER CONCESSIONS	3132								
GIFT SHOP CONCESSIONS	3135								
TCKT MASTER/IN-HOUSE P	3136								
MCNAIR REC CTR USE FE	3140		25			25			25-
SIGLER CENTER USE FEE	3141	250	270	108	750	895	119	3000	2105
C.E.ROY/5TH ST.C.C.USE	3142	416	630	151	1,250	1455	116	5000	3545
JDS C.C. USE FEE	3143	833	755	90	2,500	3134	125	10000	6866
SAENGER THEATER USE FE	3144								
CULTURAL CTR USE FEE	3146	416	750	180	1,250	1250	100	5000	3750
N R BURGER/6TH ST CC U	3148								
CULTURE AND RECREATI		1,916	2430	126	5,750	6759	117	23000	16241
CHARGES FOR SERVICES		1,916	2430	126	5,750	6759	117	23000	16241
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405	14	33	235	44	106	240	175	69
INTEREST EARNINGS		14	33	235	44	106	240	175	69
RENTS AND ROYALTIES	3410								
EQUIPMENT	3419								
RENTS AND ROYALTIES									
CONTRIBUTIONS-PUBLIC	3450								
CONTRIBUTIONS-FORREST	3455								
CONTRIBUTIONS-PUBLIC									
CONTRIBUTIONS-PRIVATE	3460								
MISCELLANEOUS		14	33	235	44	106	240	175	69
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01	82,500			247,500			990000	990000
TRANSFERS FROM OTHR		82,500			247,500			990000	990000
TRANSFERS		82,500			247,500			990000	990000
NON-REVENUE RECEIPTS	390A								
COMMISSIONS-TCKTS/CONCE	3963								
REFUND & RECOVERY	3965					1462			1462-
RECOVERY OF DAMAGE CLAI	3967								

NON-REVENUE RECEIPTS						1462			1462-
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	27,601			82,805			331220	331220
BEGINNING CASH BALANC		27,601			82,805			331220	331220
REVENUES		112,032	2463	2	336,099	8327	2	1344395	1336068

CITY OF HATTIESBURG

078078 - '09 WATER METER PROJ REVENUES | REVENUE REPORT | 1/04/16

ALL FUNDS

3 MONTHS ENDING 12/31/15

	OBJ/SUB	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
SAVINGS ACCOUNT/MMA	3405								
INTEREST EARNINGS									
MISCELLANEOUS									
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INTEREST	3915								
SALE OF BONDS									
NOTE PROCEEDS	3975								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999								
BEGINNING CASH BALANC									
REVENUES									

	OBJ/SUB		CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200									
INTER-GOVERNMNTL REVENUE	230A									
FEDERAL GRANTS	230B									
CDBG-R ARRA (WOODLEY SD	2338									
CDBG-ENT.-DRAINAGE	2365	DRG								
CDBG-ENT.-EMER.REHAB.	2365	ER								
CDBG-ENT.-FULL REHAB.	2365	FR								
CDBG-R ARRA (WOODLEY										
HOME ENTITLEMENT-1995	2367									
HOME ENTIT-DOWNPAYMENT	2367	DA								
HOME ENTIT-FULL REHAB.	2367	FR								
HOME ENTITLEMENT-199										
CDBG-ENTITLEMENT-1996	2385									
CDBG-ENT.-ECONOMIC DEV	2385	EC								
CDBG-ENT.-EMER.REHAB.	2385	ER								
CDBG-ENT.-FACADE PROG	2385	FAC								
CDBG-ENT.-FULL REHAB.	2385	FR								
CDBG-ENTITLEMENT-199										
HOME ENTITLEMENT-1996	2387									
HOME ENTIT-CHDO	2387	CHDO								
HOME ENTIT-DOWNPAYMENT	2387	DA								
HOME ENTIT-FULL REHAB.	2387	FR								
HOME ENTITLEMENT-199										
HOME ENTITLEMENT-1997	2389									
HOME ENTIT-AFFORD.HOUS	2389	AH								
HOME ENTIT-CHDO	2389	CHDO								
HOME ENTIT-DOWNPAYMENT	2389	DA								
HOME ENTIT-FULL REHAB.	2389	FR								
HOME ENTITLEMENT-199										
CDBG-ENTITLEMENT-1997	2391									
CDBG-ENT.-DEMOLITION	2391	DEM								
CDBG-ENT.-EMER.REHAB.	2391	ER								
CDBG-ENT.-FULL REHAB.	2391	FR								
CDBG-ENT.-NEIGHBORHD G	2391	NG								
CDBG-ENTITLEMENT-199										
HOME ENTITLEMENT-1998	2393									
HOME ENTIT-AFFORD.HOUS	2393	AH								
HOME ENTIT-CHDO	2393	CHDO								
HOME ENTIT-DOWNPAYMENT	2393	DA								
HOME ENTIT-FULL REHAB.	2393	FR								

HOME ENTITLEMENT-199									
CDBG-ENTITLEMENT-1998	2395								
CDBG-ENT.-ADMINISTRATI	2395	ADM							
CDBG-ENT.-DEMOLITION	2395	DEM							
CDBG-ENT.-DRAINAGE	2395	DRG							
CDBG-ENT.-EATON SCHOOL	2395	EAT							
CDBG-ENT.-EMER.REHAB.	2395	ER							
CDBG-ENT.-FULL REHAB.	2395	FR							
CDBG-ENT.-NEIGHBORHD G	2395	NG							
CDBG-ENT.-PLANNING	2395	PL							
CDBG-ENT.-PUBLIC SERVI	2395	PS							
CDBG-ENTITLEMENT-199									
HOME ENTITLEMENT-1999	2397								
HOME ENTIT-AFFORD.HOUS	2397	AH							
HOME ENTIT-CHDO ADMIN	2397	CHDOAD							
HOME ENTIT-CHDO SETASI	2397	CHDOSA							
HOME ENTIT-DOWNPAYMENT	2397	DA							
HOME ENTIT-DA RECAPTUR	2397	DAR							
HOME ENTIT-FULL REHAB.	2397	FR							
HOME ENTITLEMENT-199									
CDBG-ENTITLEMENT-1999	2399								
CDBG-ENT.-ADMINISTRATI	2399	ADM							
CDBG-ENT.-BRADY ST SEW	2399	BSS							
CDBG-ENT.-DEMOLITION	2399	DEM							
CDBG-ENT.-DRAINAGE	2399	DRG							
CDBG-ENT.-EATON SCHOOL	2399	EAT							
CDBG-ENT.-EMER.REHAB.	2399	ER							
CDBG-ENT.-FULL REHAB.	2399	FR							
CDBG-ENT.-NEIGHBORHD G	2399	NG							
CDBG-ENT.-PLANNING	2399	PL							
CDBG-ENT.-PRVO	2399	PRVO							
CDBG-ENT.-PUBLIC SERVI	2399	PS							
CDBG-ENT.-SIDEWALKS	2399	SWLK							
CDBG-ENTITLEMENT-199									
CDBG-ENTITLEMENT-2000	2401								
CDBG-ENT.-ADMINISTRATI	2401	ADM							
CDBG-ENT.-DEMOLITION	2401	DEM							
CDBG-ENT.-DRAINAGE	2401	DRG							
CDBG-ENT.-EMER.REHAB.	2401	ER							
CDBG-ENT.-FACADE PROG	2401	FAC							
CDBG-ENT.-FULL REHAB.	2401	FR							
CDBG-ENT.-NEIGHBORHD G	2401	NG							
CDBG-ENT.-PUBLIC SERVI	2401	PS							
CDBG-ENT.-SIDEWALKS	2401	SWLK							
CDBG-ENTITLEMENT-200									
HOME ENTITLEMENT-2000	2402								

HOME ENTIT-AFFORD.HOUS	2402	AH							
HOME ENTIT-CHDO ADMIN	2402	CHDOAD							
HOME ENTIT-CHDO SETASI	2402	CHDOSA							
HOME ENTIT-DOWNPAYMENT	2402	DA							
HOME ENTIT-FULL REHAB.	2402	FR							
HOME ENTITLEMENT-200									
CDBG-ENTITLEMENT-2001	2403								
CDBG-ENT.-ADMINISTRATI	2403	ADM							
CDBG-ENT.-DEMOLITION	2403	DEM							
CDBG-ENT.-DRAINAGE	2403	DRG							
CDBG-ENT.-EATON SCHOOL	2403	EAT							
CDBG-ENT.-EMER.REHAB.	2403	ER							
CDBG-ENT.-FACADE PROG	2403	FAC							
CDBG-ENT.-FULL REHAB.	2403	FR							
CDBG-ENT.-D/T LIGHTING	2403	LIGHT							
CDBG-ENT.-PLANNING	2403	PL							
CDBG-ENT.-PUBLIC SERVI	2403	PS							
CDBG-ENT.-SIDEWALKS	2403	SWLK							
CDBG-ENTITLEMENT-200									
HOME ENTITLEMENT-2001	2404								
HOME ENTIT-ADMINISTRAT	2404	ADM							
HOME ENTIT-AFFORD.HOUS	2404	AH							
HOME ENTIT-CHDO ADMIN	2404	CHDOAD							
HOME ENTIT-CHDO SETASI	2404	CHDOSA							
HOME ENTIT-DOWNPAYMENT	2404	DA							
HOME ENTIT-FULL REHAB.	2404	FR							
HOME ENTITLEMENT-200									
HOME ENTITLEMENT-2002	2406								
HOME ENTIT-ADMINISTRAT	2406	ADM							
HOME ENTIT-AFFORD.HOUS	2406	AH							
HOME ENTIT-CHDO OPERAT	2406	CHDO							
HOME ENTIT-DOWNPAYMENT	2406	DA							
HOME ENTIT-FULL REHAB.	2406	FR							
HOME ENTIT-HOME BUYER	2406	HBE							
HOME ENTIT	2406	HE							
HOME ENTITLEMENT-200									
CDBG-ENTITLEMENT-2002	2407								
CDBG-ENT.-ADMINISTRATI	2407	ADM							
CDBG-ENT.-ADMIN/EMER R	2407	ADMER							
CDBG-ENT.-ADMIN/FULL R	2407	ADMFR							
CDBG ENT.-CHDO OPERATI	2407	CHDO							
CDBG-ENT.-DEMOLITION	2407	DEM							
CDBG-ENT.-DRAINAGE	2407	DRG							
CDBG-ENT.-EATON SCHOOL	2407	EAT							
CDBG-ENT.-EMER.REHAB.	2407	ER							
CDBG-ENT.-FACADE PROG	2407	FAC							
CDBG-ENT.-FULL REHAB.	2407	FR							

CDBG-ENT.-PLANNING	2407	PL							
CDBG-ENT.-PUBLIC SERVI	2407	PS							
CDBG-ENTITLEMENT-200									
HOME ENTITLEMENT-2003	2408								
HOME ENTIT-ADMINISTRAT	2408	ADM							
HOME ENTIT-AFFORD.HOUS	2408	AH							
HOME ENTIT-CHDO OPERAT	2408	CHDO							
HOME ENTIT-DOWNPAYMENT	2408	DA							
HOME ENTIT-FULL REHAB.	2408	FR							
HOME ENTIT-REHAB.SUBRE	2408	RSC							
HOME ENTITLEMENT-200									
CDBG-ENTITLEMENT-2003	2409								
CDBG-ENT.-ADMINISTRATI	2409	ADM							
CDBG-ENT.-ADMIN/EMER R	2409	ADMER							
CDBG-ENT.-ADMIN/FULL R	2409	ADMFR							
CDBG-ENT.-ADMIN/PUBLIC	2409	ADMPS							
CDBG-ENT.-DEMOLITION	2409	DEM							
CDBG-ENT.-EMER ALERT P	2409	EAP							
CDBG-ENT.-EMER.REHAB.	2409	ER							
CDBG-ENT.-FACADE PROG	2409	FAC							
CDBG-ENT.-FULL REHAB.	2409	FR							
CDBG-ENT.-MICRO LOAN P	2409	MLP							
CDBG-ENT.-PLANNING	2409	PL							
CDBG-ENT.-PUBLIC SERVI	2409	PS							
CDBG-ENT.-REHAB.SUBREC	2409	RSC							
CDBG-ENT.-WORLD CHANGE	2409	WC							
CDBG-ENTITLEMENT-200									
HOME ENTITLEMENT-2004	2410								
HOME ENTIT-ADMINISTRAT	2410	ADM							
HOME ENTIT-AFFORD.HOUS	2410	AH							
HOME ENTIT-CHDO SETASI	2410	CHDOSA							
HOME ENTIT-DOWNPAYMENT	2410	DA							
HOME ENTIT-FULL REHAB.	2410	FR							
HOME ENTIT-REHAB.SUBRE	2410	RSC							
HOME ENTITLEMENT-200									
CDBG-ENTITLEMENT-2004	2411								
CDBG-ENT.-ADMINISTRATI	2411	ADM							
CDBG-ENT.-ADMIN/FULL R	2411	ADMFR							
CDBG-ENT.-ADMIN/HSG RE	2411	ADMHR							
CDBG-ENT.-ADMIN/PUBLIC	2411	ADMPS							
CDBG-ENT.-DEMOLITION	2411	DEM							
CDBG-ENT.-EMER ALERT P	2411	EAP							
CDBG-ENT.-ENGINEERING	2411	EP							
CDBG-ENT.-FACADE PROG	2411	FAC							
CDBG-ENT.-FULL REHAB.	2411	FR							
CDBG-ENT.-HOUSING REPR	2411	HR							
CDBG-ENT.-PLANNING	2411	PL							

CDBG-ENT.-WORLD CHANGE	2411	WC							
CDBG-ENTITLEMENT-200									
HOME ENTITLEMENT-2005	2412								
HOME ENTIT-ADMINISTRAT	2412	ADM							
HOME ENTIT-AFFORD.HOUS	2412	AH							
HOME ENTIT-CHDO OPERAT	2412	CHDO							
HOME ENTIT-DOWNPAYMENT	2412	DA							
HOME ENTIT-FULL REHAB.	2412	FR							
HOME ENTIT-HOUSING REH	2412	HR							
HOME ENTIT-REHAB.SUBRE	2412	RSC							
HOME ENTITLEMENT-200									
CDBG-ENTITLEMENT-2005	2413								
CDBG-ENT.-ADMINISTRATI	2413	ADM							
CDBG-ENT.-ADMIN/FULL R	2413	ADMFR							
CDBG-ENT.-ADMIN/HSG RE	2413	ADMHR							
CDBG-ENT.-ADMIN/PUBLIC	2413	ADMPS							
CDBG-ENT.-DEMOLITION	2413	DEM							
CDBG-ENT.-ENGINEERING	2413	EP							
CDBG-ENT.-FACADE PROG	2413	FAC							
CDBG-ENT.-FULL REHAB.	2413	FR							
CDBG-ENT.-HOUSING REPR	2413	HR							
CDBG-ENT.-PLANNING	2413	PL							
CDBG-ENT.-PUBLIC SERVI	2413	PS							
CDBG-ENT.-WORLD CHANGE	2413	WC							
CDBG-ENTITLEMENT-200									
HOME ENTITLEMENT-2006	2414								
HOME ENTIT-ADMINISTRAT	2414	ADM							
HOME ENTIT-AFFORD.HOUS	2414	AH							
HOME ENTIT-CHDO ADMIN	2414	CHDO							
HOME ENTIT-CHDO SETASI	2414	CHDOSA							
HOME ENTIT-DOWNPAYMENT	2414	DA							
HOME ENTIT-HOUSING REH	2414	HR							
HOME ENTITLEMENT-200									
CDBG-ENTITLEMENT-2006	2415								
CDBG-ENT.-ADMINISTRATI	2415	ADM							
CDBG-ENT.-ADMIN/FULL R	2415	ADMFR							
CDBG-ENT.-ADMIN/HSG RE	2415	ADMHR							
CDBG-ENT.-ADMIN/PUBLIC	2415	ADMPS							
CDBG-ENT.-DEMOLITION	2415	DEM							
CDBG-ENT.-DRAINAGE	2415	DRG							
CDBG-ENT.-ENGINEERING	2415	EP							
CDBG-ENT.-FACADE PROG	2415	FAC							
CDBG-ENT.-FULL REHAB.	2415	FR							
CDBG-ENT.-HOUSING REPR	2415	HR							
CDBG-ENT.-PLANNING	2415	PL							
CDBG-ENT.-PUBLIC SERVI	2415	PS							
CDBG-ENT.-WORLD CHANGE	2415	WC							

CDBG-ENTITLEMENT-200									
HOME ENTITLEMENT-2007	2416								
HOME ENTIT-ADMINISTRAT	2416	ADM							
HOME ENTIT-AFFORD.HOUS	2416	AH							
HOME ENTIT-CHDO ADMIN	2416	CHDOAD							
HOME ENTIT-CHDO SETASI	2416	CHDOSA							
HOME ENTIT-DOWNPAYMENT	2416	DA							
HOME ENTIT-FULL REHAB.	2416	FR							
HOME ENTIT-HOUSING REH	2416	HR							
HOME ENTIT-PLANNING	2416	PL							
HOME ENTITLEMENT-200									
CDBG-ENTITLEMENT-2007	2417								
CDBG-ENT.-ADMINISTRATI	2417	ADM							
CDBG-ENT.-ADMIN/FULL R	2417	ADMFR							
CDBG-ENT.-ADMIN/HSG RE	2417	ADMHR							
CDBG-ENT.-ADMIN/PUBLIC	2417	ADMPS							
CDBG-ENT.-DEMOLITION	2417	DEM							
CDBG-ENT.-ENGINEERING	2417	EP							
CDBG-ENT.-FACADE PROG	2417	FAC							
CDBG-ENT.-FULL REHAB.	2417	FR							
CDBG-ENT.-HOUSING REPR	2417	HR							
CDBG-ENT.-INFRASTRUC P	2417	IS							
CDBG-ENT.-PLANNING	2417	PL							
CDBG-ENT.-PUBLIC SERVI	2417	PS							
CDBG-ENT.-WORLD CHANGE	2417	WC							
CDBG-ENTITLEMENT-200									
HOME ENTITLEMENT-2008	2418								
HOME ENTIT-ADMINISTRAT	2418	ADM							
HOME ENTIT-AFFORD.HOUS	2418	AH							
HOME ENTIT-CHDO ADMIN	2418	CHDOAD							
HOME ENTIT-CHDO SETASI	2418	CHDOSA							
HOME ENTIT-DOWNPAYMENT	2418	DA							
HOME ENTIT-HOUSING REH	2418	HR							
HOME ENTITLEMENT-200									
CDBG-ENTITLEMENT-2008	2419								
CDBG-ENT.-ADMINISTRATI	2419	ADM							
CDBG-ENT.-ADMIN/FULL R	2419	ADMFR							
CDBG-ENT.-ADMIN/HSG RE	2419	ADMHR							
CDBG-ENT.-ADMIN/PUBLIC	2419	ADMPS							
CDBG-ENT.-BLUE ROOFS	2419	BR							
CDBG-ENT.-DEMOLITION	2419	DEM							
CDBG-ENT.-DOWNTOWN LIG	2419	DL							
CDBG-ENT.-DRAINAGE	2419	DRG							
CDBG-ENT.-ENGINEERING	2419	EP							
CDBG-ENT.-FACADE PROG	2419	FAC							
CDBG-ENT.-FULL REHAB.	2419	FR							
CDBG-ENT.-HOUSING REPR	2419	HR							
CDBG-ENT.-INFRASTRUC P	2419	IS							

CDBG-ENT.-PLANNING	2419	PL							
CDBG-ENT.-PUBLIC SERVI	2419	PS							
CDBG-ENT.-WORLD CHANGE	2419	WC							
CDBG-ENTITLEMENT-200									
HOME ENTITLEMENT-2009	2420								
HOME ENTIT-ADMINISTRAT	2420	ADM							
HOME ENTIT-AFFORD.HOUS	2420	AH							
HOME ENTIT-CHDO ADMIN	2420	CHDO							
HOME ENTIT-CHDO SETASI	2420	CHDOSA							
HOME ENTIT-DOWNPAYMENT	2420	DA							
HOME ENTIT-HOUSING REH	2420	HR							
HOME ENTIT-RECONS-SA P	2420	RECSA							
HOME ENTITLEMENT-200									
CDBG-ENTITLEMENT-2009	2421								
CDBG-ENT.-ADMINISTRATI	2421	ADM							
CDBG-ENT.-ADM DISABIL	2421	ADMDA							
CDBG-ENT.-ADMIN/FULL R	2421	ADMFR							
CDBG-ENT.-ADMIN/HSG RE	2421	ADMHR							
CDBG-ENT.-ADMIN/PUBLIC	2421	ADMPS							
CDBG-ENT.-DEMOLITION	2421	DEM							
CDBG-ENT.-DOWNTOWN LIG	2421	DL							
CDBG-ENT.-ENGINEERING	2421	EP							
CDBG-ENT.-FACADE PROG	2421	FAC							
CDBG-ENT.-FACILITIES	2421	FC							
CDBG-ENT.-FULL REHAB.	2421	FR							
CDBG-ENT.-HOUSING REPR	2421	HR							
CDBG-ENT.-INFRASTRUC P	2421	IS							
CDBG-ENT.-PLANNING	2421	PL							
CDBG-ENT.-PUBLIC SERVI	2421	PS							
CDBG-ENT.-WORLD CHANGE	2421	WC							
CDBG-ENTITLEMENT-200									
HOME ENTITLEMENT-2010	2422								
HOME ENTIT-ADMINISTRAT	2422	ADM							
HOME ENTIT-CHDO ADMIN	2422	CHDO							
HOME ENTIT-CHDO SETASI	2422	CHDOSA							
HOME ENTIT-DWNPYMNT AS	2422	DA							
HOME ENTIT-FULL REHAB	2422	FR							
HOME ENTITLEMENT-201									
CDBG-ENTITLEMENT-2010	2423								
CDBG-ENT.-ADMINISTRATI	2423	ADM							
CDBG-ENT.-ADM DISABIL	2423	ADMDISAD							
CDBG-ENT.-DEMOLITION	2423	DEM							
CDBG-ENT.-FACADE PROG	2423	FAC							
CDBG-ENT.-HOUSING REPR	2423	HR							
CDBG-ENT.-INFRASTRUC P	2423	IS							
CDBG-ENT.-PROJECT DELI	2423	PD							
CDBG-ENT.-PUBLIC SERVI	2423	PS							

CDBG-ENTITLEMENT-201									
HOME ENTITLEMENT-2011	2424								
HOME ENTIT-ADMINISTRAT	2424	ADM							
HOME ENTIT-CHDO SETASI	2424	CHDOSA							
HOME ENTIT-HOUSING PRO	2424	HP							
HOME ENTITLEMENT-201									
CDBG-ENTITLEMENT-2011	2425								
CDBG-ENT.-ADMINISTRATI	2425	ADM							
CDBG-ENT.-ADM DISABIL	2425	ADMDISAD							
CDBG-ENT.-DEMOLITION	2425	DEM							
CDBG-ENT.-HOUSING REPR	2425	HR							
CDBG-ENT.-INFRASTRUC P	2425	IS							
CDBG-ENT.-MICROENT PRO	2425	MA							
CDBG-ENT.-PROJ DELIVER	2425	PD							
CDBG-ENT.-PUBLIC SERVI	2425	PS							
CDBG-ENTITLEMENT-201									
HOME ENTITLEMENT-2012	2426								
HOME ENTIT-ADMINISTRAT	2426	ADM							
HOME ENTIT-CHDO SETASI	2426	CHDOSA							
HOME ENTIT-HOUSING PRO	2426	HP							
HOME ENTITLEMENT-201									
CDBG-ENTITLEMENT-2012	2427								
CDBG-ENT.-ADMINISTRATI	2427	ADM							
CDBG-ENT.-DEMOLITION	2427	DEM							
CDBG-ENT.-HOUSING PROG	2427	HP				18000			18000-
CDBG-ENT.-MICROENT PRO	2427	MA							
CDBG-ENT.-PROJECT DELI	2427	PD							
CDBG-ENT.-PUBLIC SERVI	2427	PS							
CDBG-ENTITLEMENT-201						18000			18000-
HOME ENTITLEMENT-2013	2428								
HOME ENTIT-ADMINISTRAT	2428	ADM							
HOME ENTIT-CHDO SETASI	2428	CHDOSA							
HOME ENTIT-DWNPYMNT AS	2428	DA							
HOME ENTIT-HOUSING PRO	2428	HP				20000			20000-
HOME ENTITLEMENT-201						20000			20000-
CDBG-ENTITLEMENT-2013	2429								
CDBG-ENT.-ADMINISTRATI	2429	ADM							
CDBG-ENT.-DEMOLITION	2429	DEM							
CDBG-ENT.-HOMELESS/SP	2429	HL/SP							
CDBG-ENT.-HOUSING PROG	2429	HP							
CDBG-ENT.-MICROENT PRO	2429	MA							
CDBG-ENT.-PROJECT DELI	2429	PD							
CDBG-ENT.-PUBLIC SERVI	2429	PS							
CDBG-ENTITLEMENT-201									

HOME ENTITLEMENT-2014	2430									
HOME ENTIT-ADMINISTRAT	2430	ADM								
HOME ENTIT-CHDO SETASI	2430	CHDOSA								
HOME ENTIT-HOUSING PRO	2430	HP								
HOME ENTITLEMENT-201										
CDBG-ENTITLEMENT-2014	2431									
CDBG-ENT.-ADMINISTRATI	2431	ADM								
CDBG-ENT.-DEMOLITION	2431	DEM								
CDBG-ENT.-HOUSING PROG	2431	HP								
CDBG-ENT.-PROJECT DELI	2431	PD								
CDBG-ENT.-PUBLIC FACIL	2431	PFI								
CDBG-ENT.-PUBLIC SERVI	2431	PS								
CDBG-ENTITLEMENT-201										
HOME ENTITLEMENT-2015	2432									
HOME ENTIT-ADMINISTRAT	2432	ADM	2,000			6,000			24000	24000
HOME ENTIT-CHDO SETASI	2432	CHDOSA	2,668			8,005			32019	32019
HOME ENTIT-DWNPYMNT AS	2432	DA	5,000	9000	180	15,000	9000	60	60000	51000
HOME ENTIT-HOUSING PRO	2432	HP	19,915	43077	216	59,746	91460	153	238984	147524
HOME ENTITLEMENT-201			29,583	52077	176	88,751	100460	113	355003	254543
CDBG-ENTITLEMENT-2015	2433									
CDBG-ENT.-ADMINISTRATI	2433	ADM	8,500			25,500			102000	102000
CDBG-ENT.-DEMOLITION	2433	DEM	4,166			12,500			50000	50000
CDBG-ENT.-FACADE PROG	2433	FAC	2,500			7,500			30000	30000
CDBG-ENT.-HOMELESS/SP	2433	HL/SP								
CDBG-ENT.-HOUSING PROG	2433	HP	35,250			105,750			423000	423000
CDBG-ENT.-MICRO ENTERP	2433	ME	2,500			7,500			30000	30000
CDBG-ENT.-PROJECT DELI	2433	PD								
CDBG-ENT.-PUBLIC FACIL	2433	PFI								
CDBG-ENT.-PUBLIC SERVI	2433	PS	4,401			13,204			52817	52817
CDBG-ENTITLEMENT-201			57,318			171,954			687817	687817
HOME REVOLVING LOANS	2495									
MDA AM DREAM D/P (ADDI)	2497									
MISCELLANEOUS GRANTS	2740									
SALVATION ARMY	2740	04								
SAVINGS ACCOUNT/MMA	3405			2			7			7-
MISCELLANEOUS GRANTS				2			7			7-
FEDERAL GRANTS			86,901	52079	59	260,705	138467	53	1042820	904353
TRANSFERS	380A									
TRANSFERS FROM OTHR FND	3800									
T/F GENERAL FUND	3800	01								
T/F WATER & SEWER O &	3800	09								
T/F MUN.ROAD & BRIDGE	3800	72								
TRANSFERS FROM OTHR										

TRANSFERS									
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999								
BEGINNING CASH BALANC									
REVENUES		86,901	52079	59	260,705	138467	53	1042820	904353

	OBJ/SUB	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
OTHER PERMITS & FEES	2230								
MISC. PERMITS & FEES	2299								
OTHER PERMITS & FEES									
FEDERAL GRANTS	230B								
EDA GRANT-MASTER PLAN	2333								
EDA GRANT-OWENS/ILL PRO	2338								
FEDERAL GRANTS									
STATE GRANTS	250B								
OWENS/ILL PROJ-RR SPUR	2541								
USA YEAST PROJ-RR SPUR	2542								
STATE GRANTS									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405		77			209			209-
TREASURY NOTES	3409								
INTEREST EARNINGS			77			209			209-
RENTS AND ROYALTIES	3410								
LAND	3411								
LAMAR OUTDOOR ADVERTI	3411 05								
LAND									
BUILDING	3412								
BROWN BOTTLING (PEPSI	3412 10								
L&S REALTORS	3412 11								
KOHLER	3412 17								
JPM OF MS., INC.	3412 20								
SUNBEAM/OSTER	3412 23								
BUILDING									
RENTS AND ROYALTIES									
CONTRIBUTIONS-PUBLIC	3450								
CONTRIBUTIONS-FORREST	3455					50000			50000-
CONTRIBUTIONS-CITY	3456		50000			50000			50000-
CONTRIBUTIONS-ADP	3457								
CONTRIBUTIONS-PRVEPA	3458								
CONTRIBUTIONS-PUBLIC			50000			100000			100000-
MISCELLANEOUS			50077			100209			100209-

TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INTEREST	3915								
OTHER BOND INCOME	3919								
CAP STATE LOAN'96-CIT	3919	CSL96C							
CAP STATE LOAN'96-FOR	3919	CSL96F							
CAP STATE LOAN'97-CIT	3919	CSL97C							
CAP STATE LOAN'97-FOR	3919	CSL97F							
MBIA BONDS	3919	MBIA							
OTHER BOND INCOME									
SALE OF BONDS									
SALE OF REAL ESTATE	3920								
SALE OF TIMBER	3923		754		31188		31188-		
SALE OF EASEMENTS	3925								
SALE OF MISC. ITEMS	3945								
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS			754		31188		31188-		
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999								
BEGINNING CASH BALANC									
REVENUES			50831		131397		131397-		

CITY OF HATTIESBURG
REVENUE REPORT
ALL FUNDS
3 MONTHS ENDING 12/31/15

	OBJ/SUB	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405								
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
INTEREST EARNINGS									
MISCELLANEOUS									
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F TAX COLLECTORS-GPT	3800 27								
TRANSFERS FROM OTHR									
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INTEREST	3915								
SALE OF BONDS									
REFUND & RECOVERY	3965								
NOTE PROCEEDS	3975								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999								
BEGINNING CASH BALANC									
REVENUES									

091091 - TIF CONST-REVENUES

CITY OF HATTIESBURG
REVENUE REPORT
ALL FUNDS
3 MONTHS ENDING 12/31/15

1/04/16

	OBJ/SUB	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405								
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
INTEREST EARNINGS									
MISCELLANEOUS									
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INTEREST	3915								
SALE OF BONDS									
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999								
BEGINNING CASH BALANC									
REVENUES									

CITY OF HATTIESBURG

094094 - 2012 W&S REVENUE BOND CONSTR | REVENUE REPORT | 1/04/16

ALL FUNDS

3 MONTHS ENDING 12/31/15

	OBJ/SUB	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405		1			1			1-
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
INTEREST EARNINGS			1			1			1-
MISCELLANEOUS			1			1			1-
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INTEREST	3915								
SALE OF BONDS									
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	1,770			5,311			21244	21244
BEGINNING CASH BALANC		1,770			5,311			21244	21244
REVENUES		1,770	1		5,311	1		21244	21243

095095 - 2001 BOND CONSTR REVENUES

CITY OF HATTIESBURG
REVENUE REPORT
ALL FUNDS
3 MONTHS ENDING 12/31/15

1/04/16

	OBJ/SUB	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
STATE GRANTS	250B								
STATE BOND FDS/EUREKA S	2501								
ARTS COMMISSION GRANT	2521								
STATE GRANTS									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405								
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
INTEREST EARNINGS									
CONTRIBUTIONS-PUBLIC	3450								
CONTRIBUTIONS-FORREST	3455								
CONTRIBUTIONS-PUBLIC									
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-H'BURG. CONV.	3465								
CONTRIB-OTHER	3469								
CONTRIBUTIONS-PRIVAT									
MISCELLANEOUS									
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
TRANSFERS FROM OTHR									
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INTEREST	3915								
SALE OF BONDS									
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999		14			43		173	173
BEGINNING CASH BALANC			14			43		173	173

REVENUES	14	43	173	173

096096 - MDB CAPITAL PROJ REVENUES

CITY OF HATTIESBURG
REVENUE REPORT
ALL FUNDS
3 MONTHS ENDING 12/31/15

1/04/16

	OBJ/SUB	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
FEDERAL GRANTS	230B								
HUD GRANT-CHAIN PARK PH	2353								
US CORPS OF ENGR PROJEC	2354								
FEDERAL TRANSIT ADM.	2355								
FEDERAL GRANTS									
STATE GRANTS	250B								
ARCHIVES & HISTORY	2505								
MDOT GRANT-4TH ST WIDEN	2506								
MDOT GRANT-CHAIN PARK	2507								
MDOT ARRA-CHAIN PARK	2543								
STATE GRANTS									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
SAVINGS ACCOUNT/MMA	3405								
INTEREST EARNINGS									
MISCELLANEOUS									
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
TRANSFERS FROM OTHR									
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
NOTE PROCEEDS	3975								
DEPOT PROJECT	3975 01								
WATER & SEWER IMPR	3975 02								
FIRE/POLICE STATION	3975 03								
DRAINAGE PROJECTS	3975 04								
LEGAL COSTS	3975 05								
MDOT GRANT PROJECTS	3975 06								
NOTE PROCEEDS									
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999								
BEGINNING CASH BALANC									

REVENUES

098098 - K.P.ZOO CAPITAL REVENUES

CITY OF HATTIESBURG
REVENUE REPORT
ALL FUNDS
3 MONTHS ENDING 12/31/15

1/04/16

	OBJ/SUB	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
STATE GRANTS	250B								
ZOO IMPROVEMENTS	2560								
STATE GRANTS									
CHARGES FOR SERVICES	280A								
CULTURE AND RECREATION	3100								
KPZ SPECIAL EVENTS	3127								
LION/TIGER FUND RAISE	3127	01							
TODDLER CLASS	3127	02							
ZOO CAMP	3127	03							
KPZ SPECIAL EVENTS									
CULTURE AND RECREATI									
CHARGES FOR SERVICES									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
DIVIDENDS	3404								
SAVINGS ACCOUNT/MMA	3405					1			1-
INTEREST EARNINGS						1			1-
CONTRIBUTIONS-PUBLIC	3450								
CONTRIBUTIONS-FORREST	3455								
CONTRIBUTIONS-PUBLIC									
CONTRIBUTIONS-PRIVATE	3460								
CONTRIB-H'BURG. CONV.	3465								
CONTRIB-CEMETERY PROJ	3467								
CONTRIB-PKS/REC. PROJ	3468								
CONTRIB-OTHER	3469								
CONTRIBUTIONS-PRIVAT									
GAIN ON SALE OF INVESTM	3550								
MISCELLANEOUS						1			1-
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800	01							
TRANSFERS FROM OTHR									
TRANSFERS									

NON-REVENUE RECEIPTS	390A								
SALE OF TIMBER	3923								
SALE OF SCRAP MATERIAL	3943								
SALE OF ZOOLOGICAL ANIM	3949								
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	186			560			2241	2241
BEGINNING CASH BALANC		186			560			2241	2241
REVENUES		186			560	1		2241	2240

CITY OF HATTIESBURG

099099 - 2010 W & S GO BOND REVENUES | REVENUE REPORT | 1/04/16

ALL FUNDS

3 MONTHS ENDING 12/31/15

	OBJ/SUB	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
FEDERAL GRANTS	230B								
US CORPS OF ENGR PROJEC	2354								
EPA-VETERANS DRIVE PROJ	2356								
FEDERAL GRANTS									
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405								
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
INTEREST EARNINGS									
TRANSFERS FROM OTHR FND	3800								
T/F WATER & SEWER	3800 11								
TRANSFERS FROM OTHR									
MISCELLANEOUS									
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INTEREST	3915								
SALE OF BONDS									
REFUND & RECOVERY	3965								
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999								
BEGINNING CASH BALANC									
REVENUES									

105105 - 2013 W&S BOND CONSTR REVENUES

CITY OF HATTIESBURG
REVENUE REPORT
ALL FUNDS
3 MONTHS ENDING 12/31/15

1/04/16

	OBJ/SUB	CURRENT ESTIMATED	CURRENT ACTUAL	%REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNINGS	3400								
CERTIFICATES OF DEPOSI	3402								
SAVINGS ACCOUNT/MMA	3405		1082			3503			3503-
REPURCHASE AGREEMENTS	3408								
TREASURY NOTES	3409								
INTEREST EARNINGS			1082			3503			3503-
MISCELLANEOUS			1082			3503			3503-
NON-REVENUE RECEIPTS	390A								
SALE OF BONDS	3910								
BOND PROCEEDS	3912								
ACCRUED INTEREST	3915								
SALE OF BONDS									
NON-REVENUE RECEIPTS									
BEGINNING CASH BALANCE	399A								
APPROPRIABLE FUND BALAN	3999	1,265,851			3,797,554			15190214	15190214
BEGINNING CASH BALANC		1,265,851			3,797,554			15190214	15190214
REVENUES		1,265,851	1082		3,797,554	3503		15190214	15186711

CITY OF HATTIESBURG

107107 - SPEC.SALES TAX REVENUES REVENUE REPORT 1/04/16

ALL FUNDS

3 MONTHS ENDING 12/31/15

	OBJ/SUB	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
INTER-GOVERNMNTL REVENUE	230A								
STATE-SHARED REVENUE	260B								
SALES TAX-MOTEL	2605		51456			156319			156319-
SALES TAX-FOOD & BEVERA	2607		389258			1178484			1178484-
STATE-SHARED REVENUE			440714			1334804			1334804-
NON-REVENUE RECEIPTS	390A								
REVENUES			440714			1334804			1334804-

CITY OF HATTIESBURG

109109 - GROUP INS.TRUST REVENUES — REVENUE REPORT — 1/04/16

ALL FUNDS

3 MONTHS ENDING 12/31/15

	OBJ/SUB	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
REVENUES	200								
MISCELLANEOUS	340A								
INTEREST EARNING	3400								
SAVINGS ACCOUNT/MMA	3405		26			106			106-
INTEREST EARNING			26			106			106-
MISCELLANEOUS			26			106			106-
TRANSFERS	380A								
TRANSFERS FROM OTHR FND	3800								
T/F GENERAL FUND	3800 01								
TRANSFERS FROM OTHR									
TRANSFERS									
NON-REVENUE RECEIPTS	390A								
REFUND & RECOVERY	3965								
HOSP.INS.-P/R DISTRIB	3966		326926			907120			907120-
HOSP.INS.-COBRA	3966 01		2436			5150			5150-
NON-REVENUE RECEIPTS			329362			912270			912270-
REVENUES			329388			912376			912376-

City of Hattiesburg, MS

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

Master

File Number: 2015-2386

File ID:	2015-2386	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	01/07/2016
Brief Title:	Acknowledgement of P&F D&R annual report.			**Final Action:**	
				Minute Book Number:	MB2016-19

Title:

Acknowledge receipt of the annual actuarial valuation report covering the participation of the City of Hattiesburg in the Mississippi Municipal Retirement Systems (Police & Fire Disability & Relief, P&F D&R) received on December 16, 2015.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Actuarial Valuation- 6302015, MRS Report, PERS Report of Annual Valuation	**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	01/19/2016					

Text of Legislative File 2015-2386

Title

Acknowledge receipt of the annual actuarial valuation report covering the participation of the City of Hattiesburg in the Mississippi Municipal Retirement Systems (Police & Fire Disability & Relief, P&F D&R) received on December 16, 2015.

Summary

Annual P&F D&R Report.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Mississippi Municipal Retirement System

City of Hattiesburg

June 30, 2015 Actuarial Valuation

EXECUTIVE SUMMARY

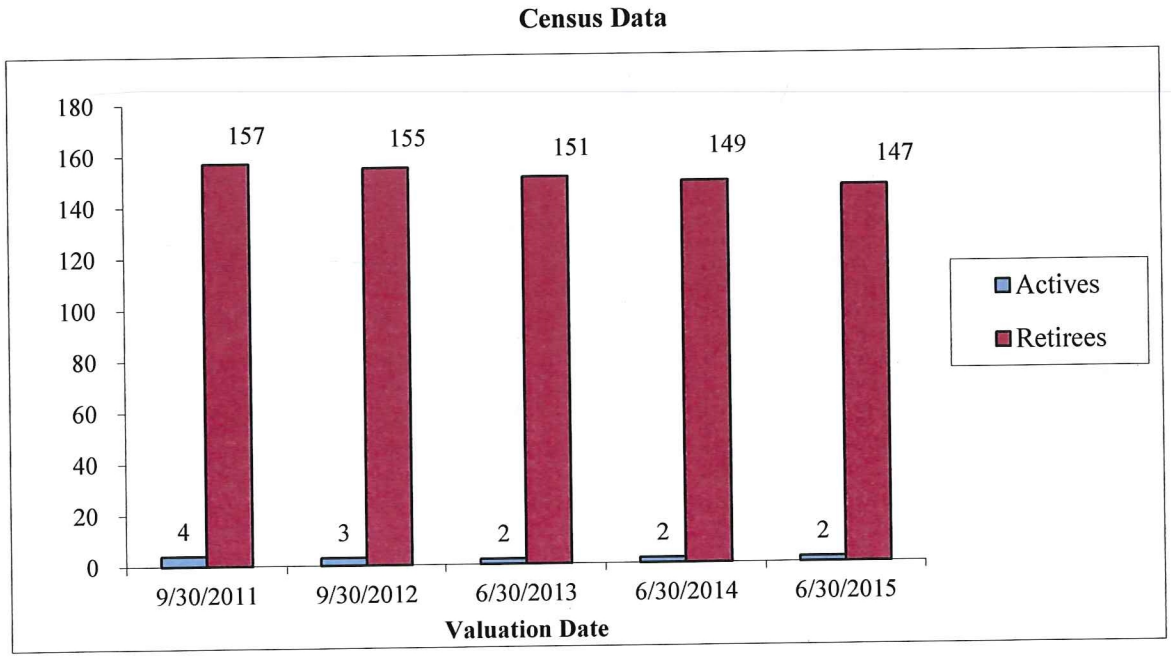
EXECUTIVE SUMMARY

This summary outlines the main findings of the June 30, 2015 actuarial valuation of the Mississippi Municipal Retirement System (MRS) for the City of Hattiesburg.

There were no changes in benefit provisions since the last valuation. A new funding policy was adopted by the Board in February, 2011. In this new funding policy, contributions are extended past 2020 and an employer contribution rate, expressed as a millage rate tax applied to assessed property values, is established beginning in the 2011-2012 fiscal year that will generate an ultimate asset reserve level equal to a reasonable percentage (initially 100% - 150%) of the next year's projected benefit payment. At that point, employer contributions will be set equal to the fiscal year's projected benefit payments and adjusted as necessary to maintain the assets at the established reserve level. Due to the last experience investigation adopted by the Board on April 21, 2015, the post-retirement mortality tables, price inflation and investment rate of return assumptions have changed since the previous valuation.

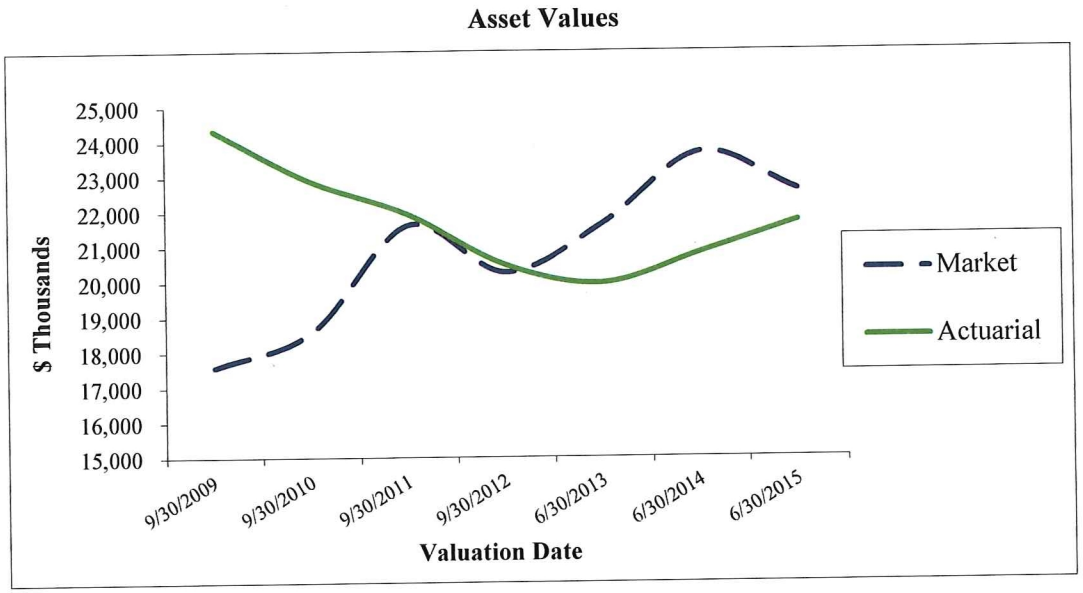
Membership

The graph below shows the City's membership over the last five years. As this is a closed Plan, the number of actives and retirees is experiencing a steady decrease from year to year.



Current Assets

The assets for the Plan amounted to $21,714,780 as of June 30, 2015 on a market-related basis that recognizes 20% of the unrecognized and unanticipated gains and losses. This represented an increase in value of $889,041 from the previous year, with an actuarial value investment return of 12.86% (which may be compared to the assumed investment return of 8.00%). The market value of assets was $22,611,392.

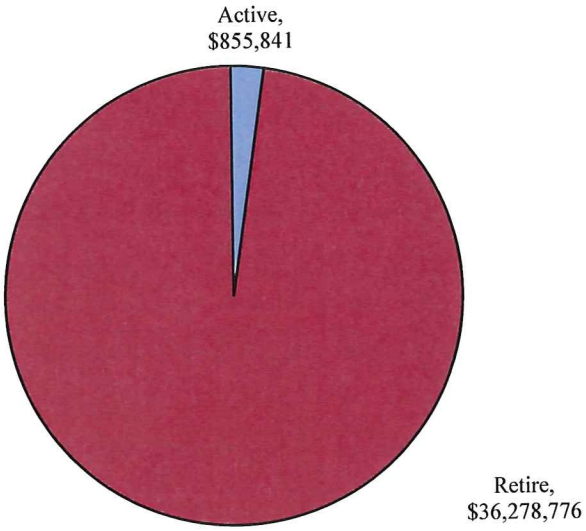


Schedule F in the valuation report includes a 50-year cash flow projection for the Plan including the estimated contributions, benefit payments and investment income over this period. Please review this projection closely as it was completed according to the new funding policy and provides an estimate of the Plan's asset values over the 50-year period.

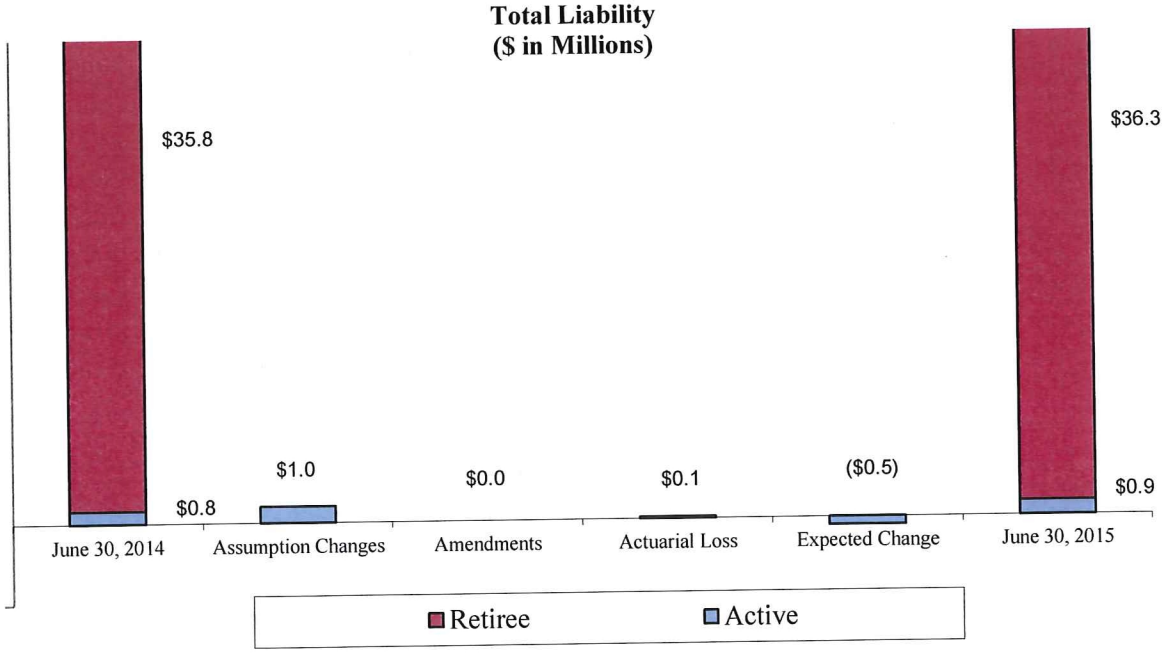
Current Liability

The total liability of the Plan as of June 30, 2015 was $37,134,617. This liability may be divided into the following categories:

Value of Future Benefits to be Provided



Total Liability
($ in Millions)

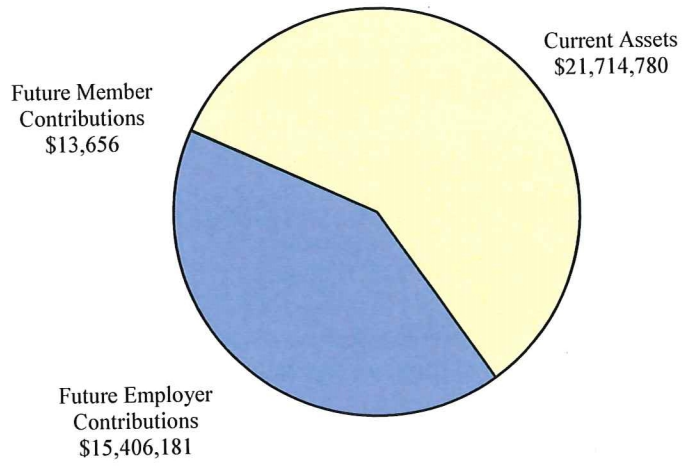


MRS financing

The $37,134,617 liability of the Plan as of June 30, 2015 will be met by funds from various sources: current assets, future member contributions and future employer contributions.

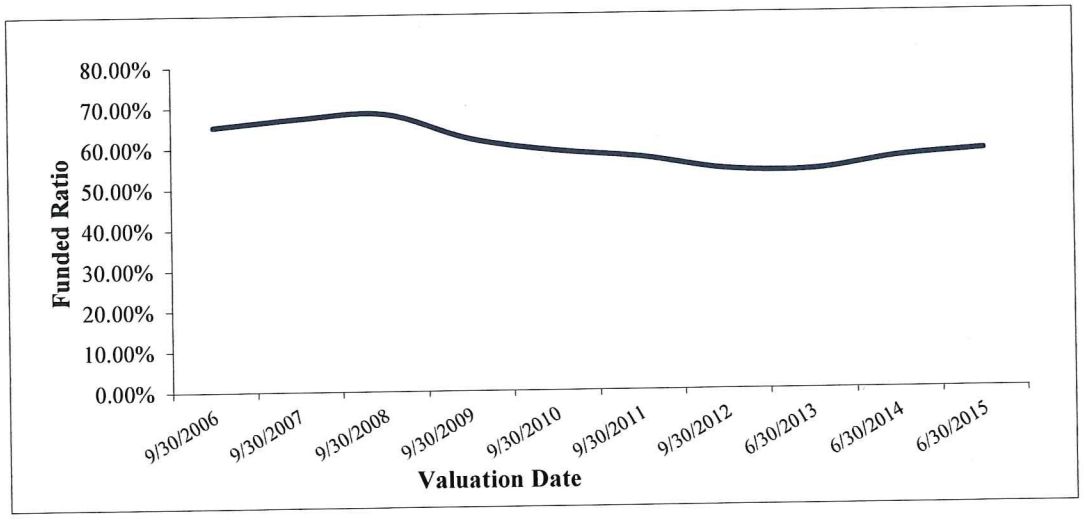
The breakdown is as follows:

Financing $37,134,617 of Retirement Benefit Promises



The Plan is currently 58.5% funded in the accrued benefits of the Plan. Below is a 10-year history of the funding progress:

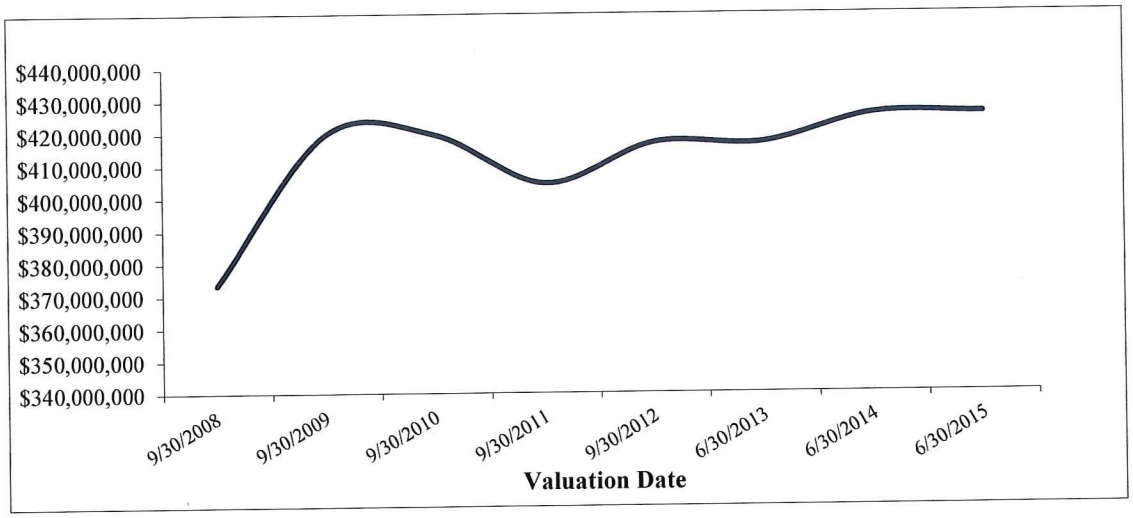
Funded Ratio



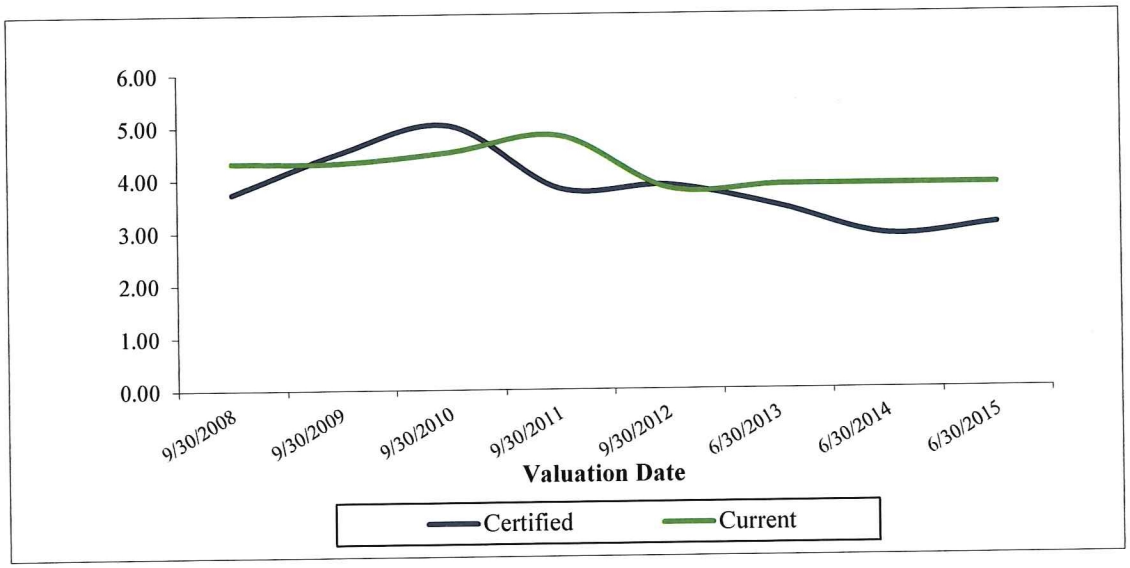
Contribution Rates

Contributions of the City to the Plan are based on the value of taxable property adjusted to reflect all property-related contributions, and the millage rates applied to the assessed property. Due to the new funding policy, contributions to the Plan will continue past 2020. Below is a history of the assessed property values and millage rates:

Assessed Property Values



Computed Millage Rates



MISSISSIPPI MUNICIPAL RETIREMENT SYSTEM
CITY OF HATTIESBURG

ACTUARIAL VALUATION
AS OF JUNE 30, 2015

SUMMARY OF PRINCIPAL RESULTS

		June 30, 2015		June 30, 2014	Change
1. PARTICIPANT DATA					
Number of:					
Active Members		2		2	0.00%
Retired Members and Beneficiaries		147		149	-1.34%
Total Participants		149		151	-1.32%
Annual Salaries of Active Members	$	97,780	$	94,780	3.17%
Annual Benefits Paid to Retired Members and Beneficiaries	$	3,335,593	$	3,331,588	0.12%
2. ASSETS AND LIABILITIES					
Total Liability	$	37,134,617	$	36,638,882	1.35%
Future Member Contributions		13,656		17,733	-22.99%
Total Employer Liability	$	37,120,961	$	36,621,149	1.36%
Assets for Valuation Purposes		21,714,780		20,825,739	4.27%
Unfunded Employer Liability	$	15,406,181	$	15,795,410	-2.46%

Cavanaugh Macdonald
CONSULTING, LLC
The experience and dedication you deserve

PERS of MISSISSIPPI

Mississippi Valuation Results 6/30/2015

Municipal Retirement System (MRS)

Ed Koebel, EA, FCA, MAAA
Jonathan Craven, ASA, EA, FCA, MAAA



Key Findings

- Market Value of Return for the 2015 FYE was 3.2%; however on an actuarial value basis, the return was 13.7% due to 5 year smoothing.
- Mortality Assumption Change increased liabilities for each Municipality.

MRS Valuation Results

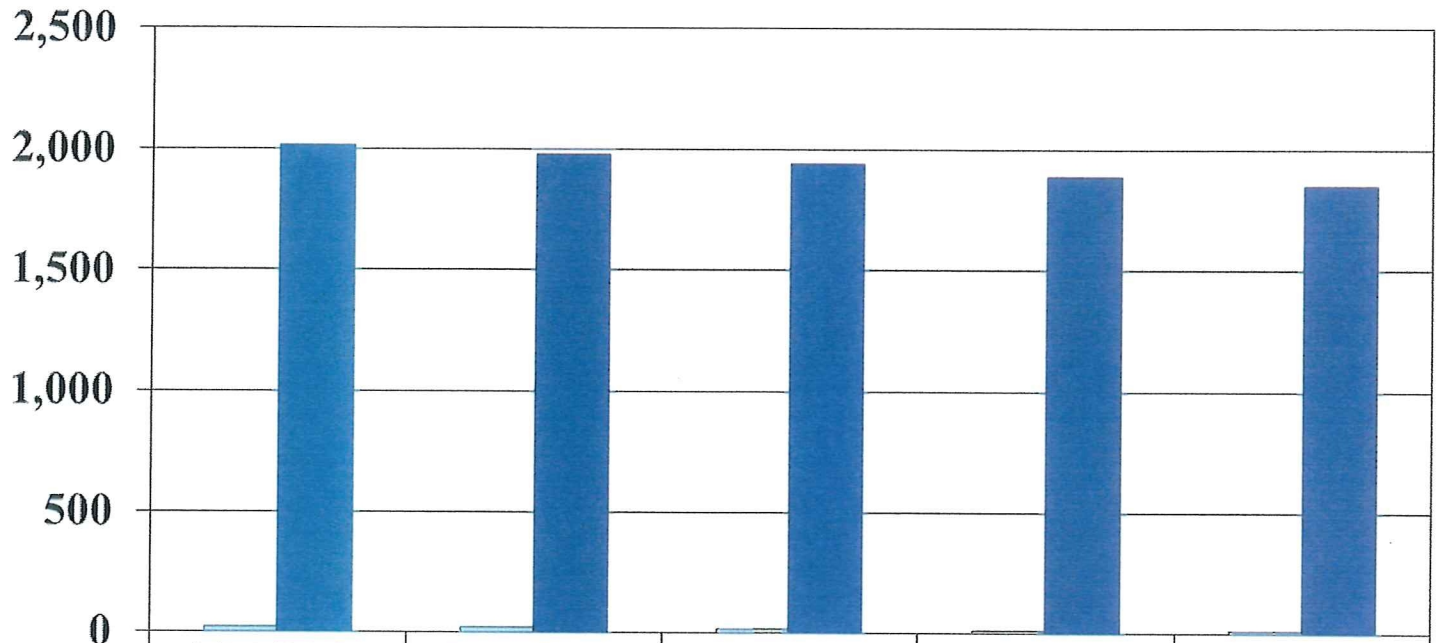
MRS Funding Policy
(Adopted in 2011)

- The employer contribution rate (expressed as a millage rate tax applied to assessed property values) is established to generate an ultimate asset reserve level equal to a reasonable percentage of the next year's projected benefit payments.
  - Contributions will continue past 9/30/2020
  - Ultimately, a PAYG basis will be created once contribution levels get lower than expected benefit payments
- Maintain adequate asset levels to finance the benefits promised to members. Initially the target level will be no less than 100% and no more than 150% of next year's benefit payments.

MRS Funding Policy
(Adopted in 2011)

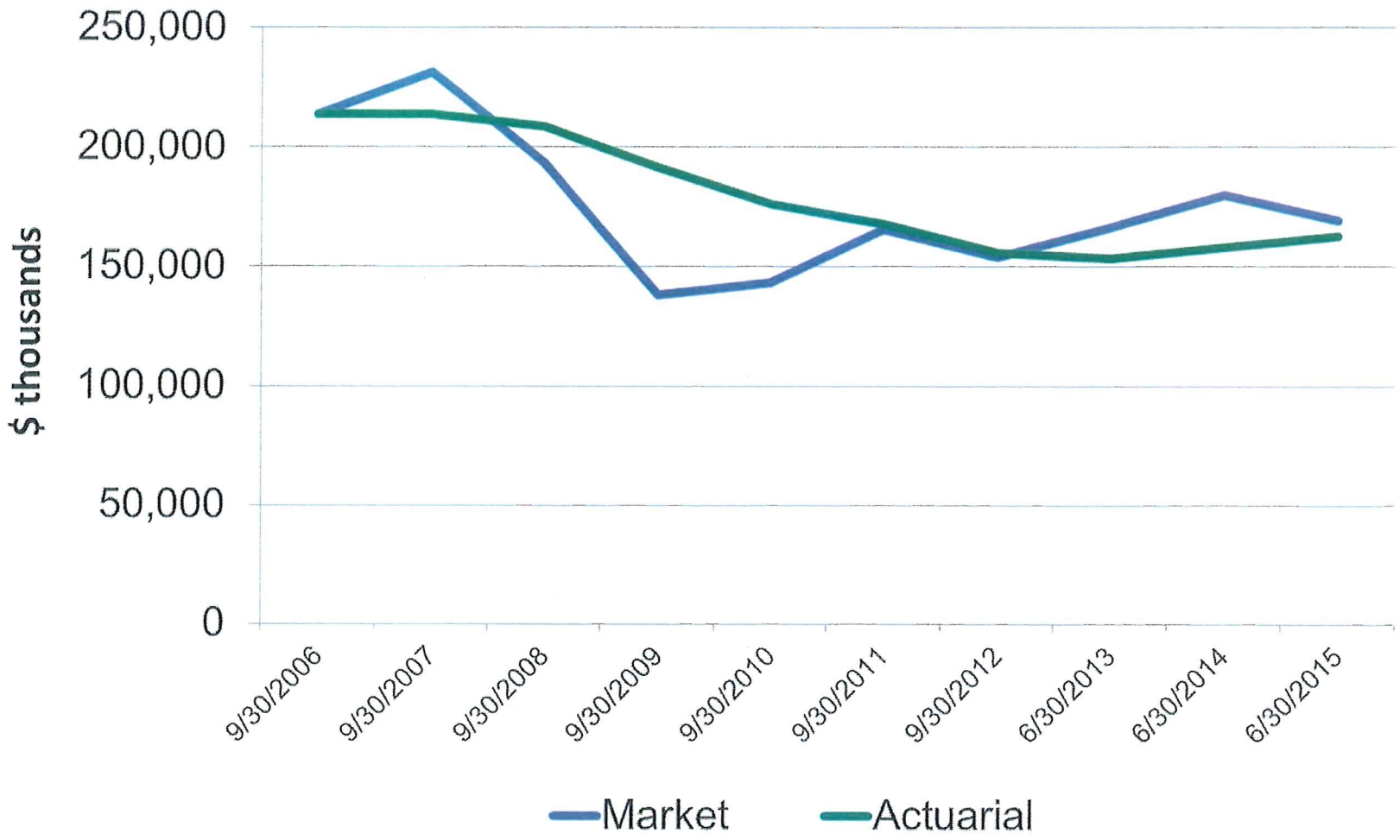
- Develop a pattern of contribution rates that will develop the required funds needed to meet the requirement of paying all benefits with little residual value.
- Assume a change to a more conservative asset portfolio – investment return assumption set at 6.50%.
- Assume no increase in assessed property values.
- Fund benefit improvements through increases in employer rates.

MRS Census Data

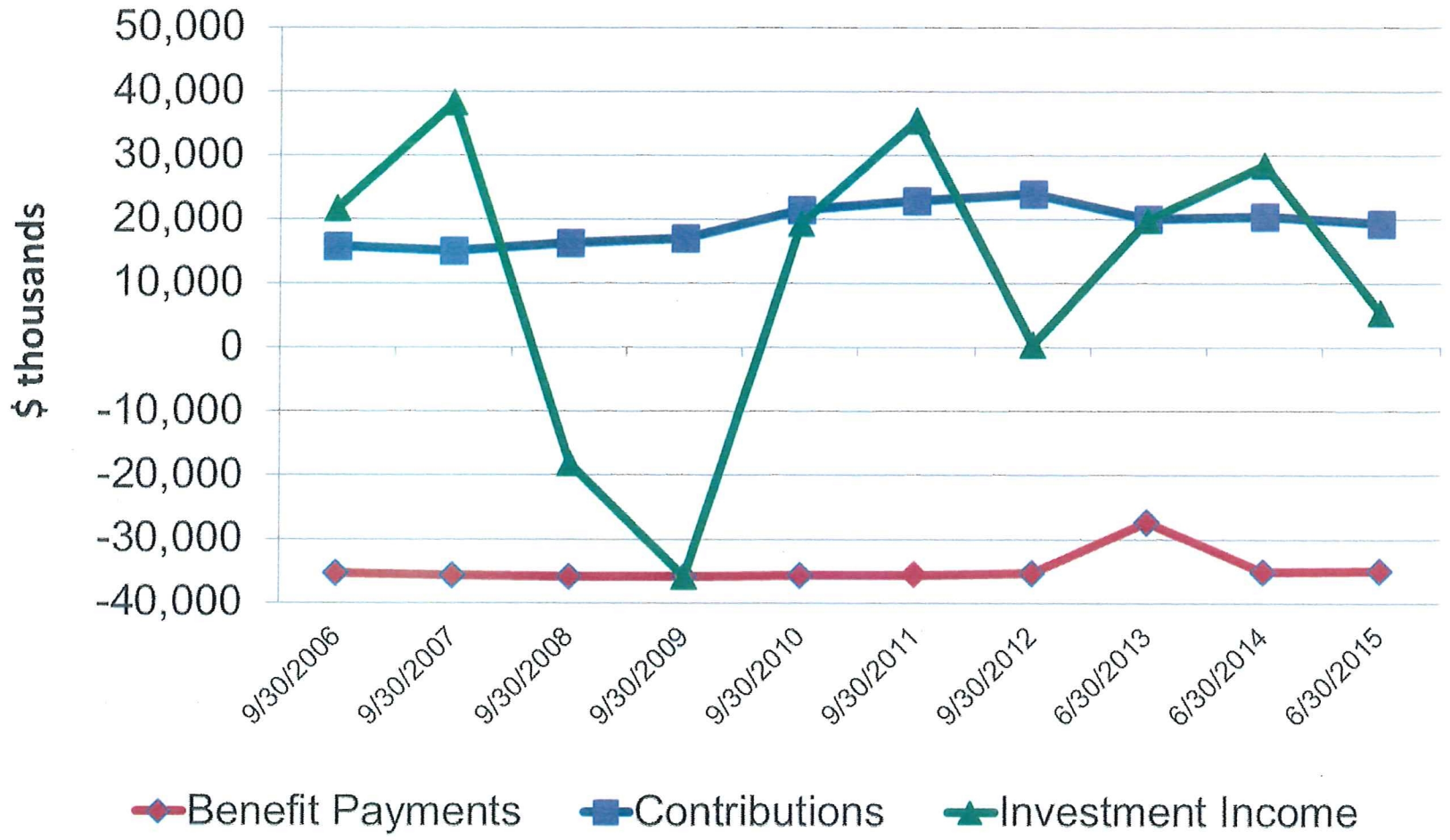


	9/30/2011	9/30/2012	6/30/2013	6/30/2014	6/30/2015
Actives	25	21	16	14	11
Retirees	2,016	1,978	1,941	1,890	1,849

MRS Asset Values

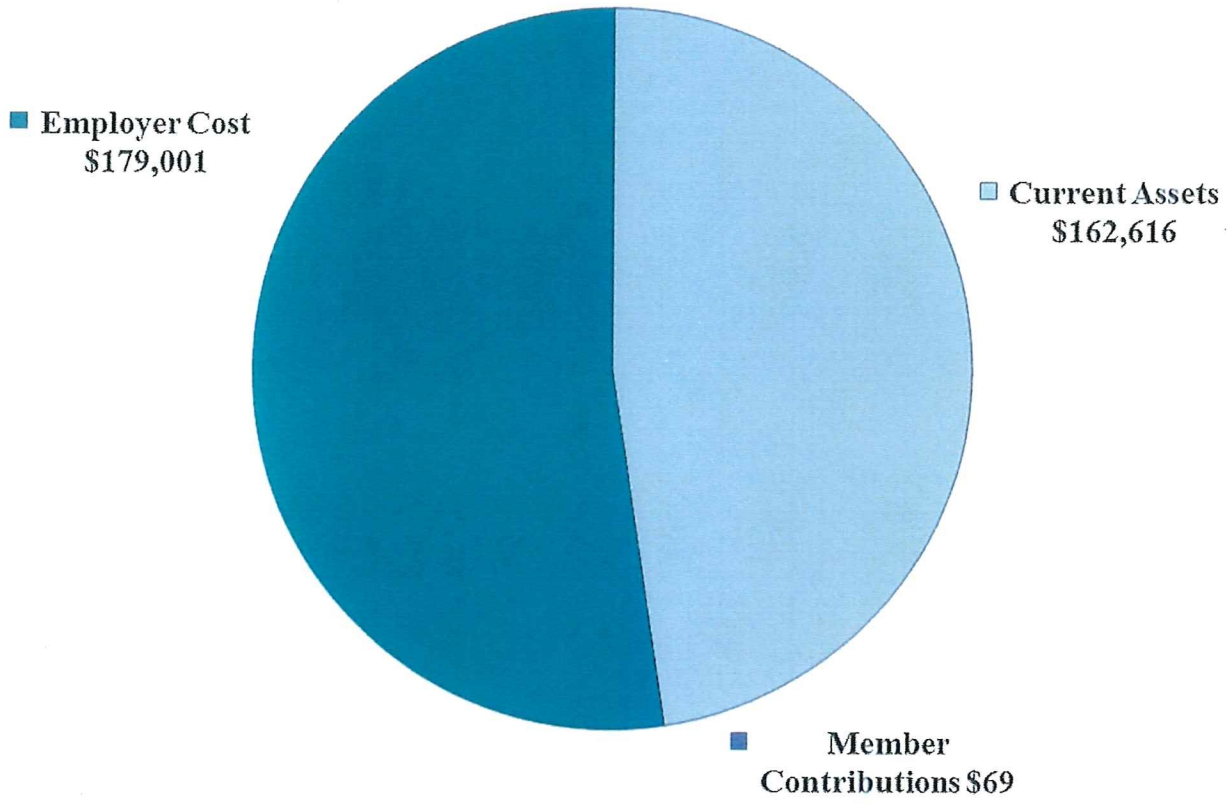


MRS Cash Flow



MRS Financing of Retirement Benefit Promises

($ thousands)



Total: $341,686

MRS Participant Data

City	Actives	Payroll	Retirees	Benefits
Biloxi	0	$0	114	$2,326,141
Clarksdale	1	48,412	53	625,758
Clinton	4	234,238	30	748,034
Columbus	0	0	80	1,212,425
Greenville	0	0	80	990,572
Greenwood	2	83,657	59	794,643
Gulfport	0	0	92	1,975,586
Hattiesburg	2	97,780	147	3,335,593
Jackson	1	47,083	597	12,469,163

MRS Participant Data

City	Actives	Payroll	Retirees	Benefits
Laurel	0	$0	89	$1,134,917
McComb	0	0	29	360,015
Meridian	1	68,097	188	2,679,481
Natchez	0	0	57	805,835
Pascagoula	0	0	74	1,399,043
Tupelo	0	0	76	1,317,362
Vicksburg	0	0	69	2,064,326
Yazoo City	0	0	15	239,470
Total	11	$579,267	1,849	$34,478,364

MRS Assessed Property Values

City	Assessed Value 2013	Assessed Value 2014	One-Year Percent Increase	4yr Annual Average Increase
Biloxi	$543,325,163	$539,310,113	(0.7)%	(0.9)%
Clarksdale	84,299,372	84,980,872	0.8%	1.6%
Clinton	202,132,944	203,433,087	0.6%	1.7%
Columbus	188,431,654	186,886,981	(0.8)%	(0.4)%
Greenville	204,581,799	204,466,100	(0.1)%	2.4%
Greenwood	111,119,134	111,065,244	(0.0)%	0.8%
Gulfport	715,776,860	712,273,192	(0.5)%	(0.1)%
Hattiesburg	425,665,993	425,665,993	0.0%	0.3%
Jackson	1,204,649,630	1,196,637,968	(0.7)%	0.4%

MRS Assessed Property Values

City	Assessed Value 2013	Assessed Value 2014	One-Year Percent Increase	4yr Annual Average Increase
Laurel	$162,457,763	$163,138,096	0.4%	1.0%
McComb	94,434,136	94,837,146	0.4%	(0.3)%
Meridian	321,370,611	325,553,228	1.3%	(0.3)%
Natchez	141,619,607	130,647,499	(7.7)%	0.9%
Pascagoula	253,579,334	245,711,068	(3.1)%	(1.4)%
Tupelo	452,942,037	464,994,834	2.7%	2.2%
Vicksburg	320,028,001	315,300,118	(1.5)%	0.1%
Yazoo City	46,783,202	48,493,391	3.7%	1.7%

MRS Millage Rates

City	Certified Last Year	Pre-2011 Computed	Post-2011 Computed	Certified This Year	Year when City goes to PAYG
Biloxi	2.20	7.43	2.35	2.35	2036
Clarksdale	5.12	14.79	4.84	4.84	2032
Clinton	0.87	2.43	0.94	0.94	2057
Columbus	5.17	14.79	5.95	5.67	2022
Greenville	2.52	7.99	2.62	2.62	2035
Greenwood	4.03	12.38	4.06	4.06	2035
Gulfport	1.22	4.19	1.29	1.29	2042
Hattiesburg	2.92	9.86	3.11	3.11	2046
Jackson	3.89	13.14	4.22	4.22	2038

MRS Millage Rates

City	Certified Last Year	Pre-2011 Computed	Post-2011 Computed	Certified This Year	Year when City goes to PAYG
Laurel	3.92	11.66	3.78	3.78	2036
McComb	2.60	7.73	2.47	2.47	2034
Meridian	4.05	11.31	3.47	3.47	2038
Natchez	3.25	11.73	3.77	3.75	2033
Pascagoula	1.68	5.45	1.73	1.73	2039
Tupelo	1.27	4.21	1.34	1.34	2038
Vicksburg	2.53	8.35	2.66	2.66	2040
Yazoo City	3.96	10.47	3.57	3.57	2030



REPORT ON THE ANNUAL VALUATION COVERING THE PARTICIPATION OF THE CITY OF HATTIESBURG IN THE MISSISSIPPI MUNICIPAL RETIREMENT SYSTEMS PREPARED AS OF JUNE 30, 2015

Cavanaugh Macdonald
CONSULTING, LLC
The experience and dedication you deserve

December 3, 2015

Board of Trustees
Mississippi Municipal Retirement Systems
429 Mississippi Street
Jackson, MS 39201-1005

Ladies and Gentlemen:

Presented in this report are the results of the annual actuarial valuation covering the participation of the City of Hattiesburg in the Mississippi Municipal Retirement Systems. The purpose of the valuation was to measure the System's funding progress and to determine the contribution rates necessary for the period beginning October 1, 2016.

The date of the valuation was June 30, 2015.

The valuation was based upon data, furnished by the Executive Director and the PERS staff, concerning active, inactive and retired members along with pertinent financial information. The complete cooperation of the PERS staff in furnishing materials requested is hereby acknowledged with appreciation.

Your attention is directed particularly to the presentation of contribution rates on page 4 and the comments on page 5. Please note that with the adoption by the PERS Board in 2011 of a new funding policy which extended contributions beyond 2020 and generated an ultimate asset reserve level equal to projected benefit payments, we have calculated the contribution rates based on this new policy and the old funding policy. Ultimately, the municipality has the option of which contribution rate to set as their certified millage rate.

To the best of our knowledge, this report is complete and accurate. The valuation was performed by, and under the supervision of, independent actuaries who are members of the American Academy of Actuaries with experience in performing valuations for public retirement systems.

The valuation was prepared in accordance with the principles of practice prescribed by the Actuarial Standards Board.

The actuarial calculations were performed by qualified actuaries according to generally accepted actuarial procedures and methods. The calculations are based on the current provisions of the System, and on actuarial assumptions that are, in the aggregate, internally consistent and reasonably based on the actual experience of the System. In addition, the valuations were completed in compliance with the laws governing the System. Those laws state, as a financing objective, that contributions will be in amounts sufficient to maintain actuarial soundness for the system for all future years. The undersigned are members of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein.

Future actuarial results may differ significantly from the current results presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. Since the potential impact of such factors is outside the scope of a normal annual actuarial valuation, an analysis of the range of results is not presented herein.

Respectfully submitted,

Edward A. Macdonald, ASA, FCA, MAAA
President

Edward J. Koebel, EA, FCA, MAAA
Principal and Consulting Actuary

Jonathan T. Craven, ASA, EA, FCA, MAAA
Senior Actuary

EAM/EJK/JTC:bdm



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C	Detailed Tabulations of the Data	14
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REPORT ON THE ANNUAL VALUATION OF THE CITY OF HATTIESBURG PARTICIPATION IN THE MISSISSIPPI MUNICIPAL RETIREMENT SYSTEMS PREPARED AS OF JUNE 30, 2015

SECTION I – SUMMARY OF PRINCIPAL RESULTS

1. This report, prepared as of June 30, 2015, presents the results of the annual actuarial valuation of the City of Hattiesburg. For convenience of reference, the principal results of the valuation and a comparison with the preceding year's results are summarized below. The current valuation reflects benefit increases granted to retirees and amendments to the System, if any, effective through July 1, 2015.

SUMMARY OF PRINCIPAL RESULTS

VALUATION DATE	June 30, 2015	June 30, 2014
Active members included in valuation		
Number	2	2
Annual compensation	$ 97,780	$ 94,780
Retirees		
Number	147	149
Annual allowances	$ 3,335,593	$ 3,331,588
Assets		
Market related actuarial value	$ 21,714,780	$ 20,825,739
Market value	$ 22,611,392	$ 23,692,891
Unfunded employer liability	$ 15,406,181	$ 15,795,410
Value of Assessed Property	$ 425,665,993	$ 425,665,993

2. Actuarial present values for the City are shown in Section III.

3. Rate of contribution payable by the employer is given in Section IV, and comments on the valuation year are given in Section V.

4. The following changes in actuarial assumptions or methods were made since the last valuation:
   - The post-retirement mortality tables have been changed.
   - The price inflation assumption has been reduced from 3.50% to 3.00%.
   - The real rate of return net of investment expenses has been changed from 4.50% to 4.75%. Due to this change and the change in price inflation, the investment return assumption has been changed from 8.00% to 7.75%.
5. There were no changes to benefit provisions since the last valuation.
6. Schedule A details the actuarial assumptions and methods employed. Schedule B gives a summary of the benefit and contribution provisions of the plan.
7. A new funding policy was adopted by the Board in February, 2011. In this new funding policy, contributions are extended past 2020 and an employer contribution rate, expressed as a millage rate tax applied to assessed property values, is established beginning in the 2011-2012 fiscal year that will generate an ultimate asset reserve level equal to a reasonable percentage (initially 100% - 150%) of the next year's projected benefit payment. At that point, employer contributions will be set equal to the fiscal year's projected benefit payments and adjusted as necessary to maintain the assets at the established reserve level. Schedule F of this report shows the projected cash flow of each municipality based on the new funding policy.

SECTION II – MEMBERSHIP DATA

Data regarding the membership of the City of Hattiesburg for use as a basis for the valuation were furnished by the PERS office. The following tables summarize the membership of the system as of June 30, 2015 upon which the valuation was based. Detailed tabulations of the data are given in Schedule C.

Active Members

			Group Averages	
Number	Payroll	Salary	Age*	Service*
2	$97,780	$48,890	58.4	33.8

Retired Lives

			Group Averages	
Type of Benefit Payment	Number	Annual Benefits	Benefit	Age*
Retirement	106	$2,701,587	$25,487	65.5
Disability	6	78,455	13,076	63.6
Survivor	35	555,551	15,873	71.2
Total	147	$3,335,593	$22,691	66.8

* Years

SECTION III – ACTUARIAL PRESENT VALUES

The following exhibit shows the assets and liabilities of the City's retirement system as of the valuation date of June 30, 2015. The items shown in the exhibit are present values actuarially determined as of the valuation date.

MISSISSIPPI MUNICIPAL RETIREMENT SYSTEMS
CITY OF HATTIESBURG
ACTUARIAL PRESENT VALUES AS OF JUNE 30, 2015

Active Members	Retired Members	Total	Portion Covered by Future Active Member Contributions	Total Employer Liability	Assets Used in Valuation	Unfunded Employer Liability
$855,841	$36,278,776	$37,134,617	$13,656	$37,120,961	$21,714,780	$15,406,181

SECTION IV – COMPUTED EMPLOYER CONTRIBUTION RATE

Mississippi Municipal Retirement Systems
City of Hattiesburg
Computed Employer Contribution Rates^
June 30, 2015

			Computed Rates for 2016-2017 Fiscal Year			
Members Contributions*	Current Millage Rate for Fiscal Year Ending 9/30/2015	Certified Rate for Fiscal Year Ending 9/30/2016	Pre-2011 Funding Policy Rate^^	Post-2011 Funding Policy Rate	Certified Rate for Fiscal Year Ending 9/30/2017	Value of Assessed Property#
10.00%	3.87	2.92	9.86	3.11	3.11	$425,665,993

* % of Active Member Payroll
^ Millage rates applied to assessed property
^^ 5 Year level % amortization
\# This is the value of taxable property adjusted to reflect all property-related contributions.

The System is funded through taxes levied on assessed properties.

SECTION V – COMMENTS ON VALUATION

1. Based on the new Board funding policy, the millage rate established by the City must be set at a level that will ensure actuarial soundness of the System. As can be seen from the table on the previous page, the certified millage rate calculated in last year's valuation for the City is lower than the computed rate for the 2016-2017 fiscal year under the post-2011 funding policy. Therefore, the City needs to increase their current millage rate to the certified millage rate for the 2016-2017 fiscal year, if the current millage rate is lower.

SECTION VI – SUPPLEMENTAL DISCLOSURE INFORMATION

City of Hattiesburg

1. Governmental Accounting Standards Board (GASB) Statements No. 67 and 68 replaced Statement No. 25 and 27 for plan years beginning after June 15, 2013. The information required under the new GASB Statements will be issued in separate reports. The following supplemental disclosure information is provided for informational purposes only. One such item is a distribution of the number of employees by type of membership, as follows:

NUMBER OF ACTIVE AND RETIRED PARTICIPANTS
AS OF JUNE 30, 2015

GROUP	NUMBER
Retired participants and beneficiaries currently receiving benefits	147
Terminated participants and beneficiaries entitled to benefits but not year receiving benefits	0
Active Participants	2
Inactive Participants	0
Total	149

2. The actuarial accrued liability is as follows:

Actuarial Accrued Liability

Actives	Retirees	Vested Terminated Members	Total Actuarial Accrued Liability	Actuarial Value of Assets	Unfunded Actuarial Accrued Liability
$822,939	$36,278,776	$ 0	$37,101,715	$21,714,780	$15,386,935

During the year ended June 30, 2015, the System experienced a net change of $503,250 in the actuarial accrued liability.

3. Another such item is the schedule of funding progress as shown below.

SCHEDULE OF FUNDING PROGRESS
($ Thousands)

Numbers shown above reflect all changes in benefit provisions, actuarial assumptions, and/or actuarial methods.

Plan Year Ended	(1) Actuarial Value of Assets	(2) Actuarial Accrued Liability (AAL) Entry Age	(3) Percent Funded (1)/(2)	(4) Unfunded AAL (2) – (1)	(5) Annual Covered Payroll	(6) Unfunded AAL as a Percentage of Covered Payroll (4)/(5)
09/30/06	$24,458	$37,377	65.4%	$12,919	$510	2,533.1%
09/30/07	25,345	37,638	67.3	12,293	442	2,781.2
09/30/08	25,543	37,347	68.4	11,804	289	4,084.4
09/30/09	24,340	39,166	62.1	14,826	308	4,813.6
09/30/10	22,892	38,779	59.0	15,887	260	6,110.4
09/30/11	21,940	38,274	57.3	16,334	210	7,778.1
09/30/12	20,487	37,820	54.2	17,333	156	11,110.9
06/30/13	19,968	37,105	53.8	17,137	94	18,172.8
06/30/14	20,826	36,598	56.9	15,772	95	16,602.1
06/30/15	21,715	37,102	58.5	15,387	98	15,701.0

4. The annual required contribution (ARC) of the employer as a dollar amount, determined in accordance with the parameters of GASB 25/27, is shown below.

2015/2016 FISCAL YEAR
ANNUAL REQUIRED CONTRIBUTION (ARC)
BASED ON THE VALUATION AS OF JUNE 30, 2015

ANNUAL REQUIRED CONTRIBUTION (ARC)	
Normal	$ 13,777
Accrued Liability	1,548,371
Total	$ 1,562,148

5. Additional information as of June 30, 2015 follows.

Valuation date	6/30/2015
Actuarial cost method	Entry age
Amortization method	Level dollar closed
Remaining amortization period	19 years
Asset valuation method	5-year smoothed market
Actuarial assumptions:	
Investment rate of return*	7.75%
Projected salary increases#	4.00% - 5.50%
*Includes price inflation at	3.00%
#Includes wage inflation at	3.75%
Cost of living adjustments	2.50% per year, not to exceed 30%.

SCHEDULE OF EMPLOYER CONTRIBUTION

Fiscal Year 10/1-9/30	Valuation Date	Annual Required Contribution	Percentage Contributed
2006-07	9/30/2006	$1,228,267	119.5%
2007-08	9/30/2007	1,172,541	129.9
2008-09	9/30/2008	1,115,275	141.1
2009-10	9/30/2009	1,411,127	124.7
2010-11	9/30/2010	1,519,076	116.9
2011-12	9/30/2011	1,579,521	121.8
2012-13	9/30/2012	1,695,623	88.6
2013-14	6/30/2013	1,695,790	95.9
2014-15	6/30/2014	1,593,250	N/A
2015-16	6/30/2015	1,562,148	N/A

SCHEDULE A

STATEMENT OF ACTUARIAL ASSUMPTIONS AND METHODS

INTEREST RATE: 7.75% per annum, compounded annually (net after investment expenses) for prior funding policy rate determination and GASB disclosure.

6.50% per annum, compounded annually (net after investment expenses) for current funding policy rate determination.

SEPARATIONS FROM ACTIVE SERVICE: Representative values of the assumed annual rates of separation from active service are as follows:

		Death		Disability	
Age	Withdrawal	Non-Duty	Duty	Non-Duty	Duty
20	10.65%	.04%	.02%	.08%	.06%
25	8.64	.05	.03	.12	.12
30	6.87	.08	.04	.18	.26
35	4.86	.11	.05	.24	.52
40	2.97	.15	.07	.36	.60
45	1.44	.22	.09	.64	.54
50	0.24	.34	.14	1.10	.88
55		.44	.20	1.58	1.18
60		.51	.32	2.20	1.30
64		.57	.42	2.86	1.38

Service Retirement	
Years of Service	Percent
20	45.0%
21 – 28	17.5
29 – 33	35.0
34 and over	20.0
Age 65	100.0

SALARY INCREASES: 3.75% for wage inflation plus the following chart.

Ages	Merit and Seniority Salary Increase
Under 43	1.75%
43 – 47	1.25
48 – 52	0.75
53 and Over	0.25

PRICE INFLATION: 3.00% per annum, compounded annually.

DEATH AFTER RETIREMENT: The mortality table, for post-retirement mortality, used in evaluating allowances to be paid is the RP-2014 Healthy Annuitant Blue Collar Table projected with Scale BB to 2016 with males rates set forward one year. The RP-2014 Disabled Retiree Table set forward 5 years for males and 4 years for females was used for the period after disability retirement. This assumption is used to measure the probabilities of each benefit payment being made after retirement. Mortality improvement is anticipated under this assumption.

MARRIAGE ASSUMPTION: 85% married with the husband three years older than this wife.

VALUATION METHOD: Unfunded employer liabilities are amortized over a closed 30 year period from September 30, 1990 as a level percent of the municipality's assessed property valuation.

ASSESSED PROPERTY VALUE RATE OF INCREASE: 2.0% per annum, compounded annually used in determining the millage rate under the prior funding policy.

EXPENSE LOAD: 2.0% of employer contributions.

ASSET VALUATION METHOD: The actuarial value of assets recognizes a portion of the difference between the market value of assets and the expected actuarial value of assets, based on the assumed valuation rate of return. The amount recognized each year is 20% of the difference between market value and expected actuarial value. Actuarial value of assets was set equal to the market value on September 30, 2006, and smoothing commenced in 2007. Actuarial assets were allocated to individual cities in the same proportion that their market value of assets was to the total market value of assets for all cities.

SCHEDULE B

MISSISSIPPI MUNICIPAL RETIREMENT SYSTEMS

CITY OF HATTIESBURG

SUMMARY OF BENEFIT PROVISIONS EVALUATED

JUNE 30, 2015

The following summary presents the main provisions of the System in effect June 30, 2015, as interpreted in preparing the actuarial valuation. As used in the summary, "average compensation" means the average compensation of a member during the six month period prior to receipt of an allowance.

BENEFITS

Service Retirement

Condition for Retirement

A retirement allowance is payable to any member who retires and has completed at least 20 years of creditable service, regardless of age.

Any general employee member who has attained age 70 and any fireman or policeman who has attained age 65 shall be retired forthwith.

Amount of Allowance

The annual retirement allowance payable to a retired member is equal to:

1. 50% of average compensation, plus
2. 1.7% of average compensation for each year of credited service over 20.

The aggregate amount of (1) and (2) above shall not exceed 66-2/3% of average compensation regardless of service.

Disability Retirement

Condition for Retirement

A retirement allowance is payable to any member who is not eligible for a service retirement benefit but who becomes totally and permanently disabled, either physically or mentally, regardless of creditable service, if the disability is due to causes in the performance of duty. If the disability is not in the performance of duty, the member must have completed at least 5 years of creditable service to be eligible for retirement.

Amount of Allowance	The annual disability retirement allowance payable is equal to 50% of his salary at the time of retirement, if the disability is due to causes in the performance of duty. If the disability is not in the performance of duty, the allowance is equal to 2.5% times credited service, not in excess of 20, times his salary at the time of retirement for firemen and policemen, and average compensation for general employees.
Death Benefit	
Condition for Benefits	A benefit is payable upon the death of a member under the following conditions. (a) the member has retired, (b) the member is eligible to retire, (c) the death is in the line of duty, or (d) the death is not in the line of duty, but occurs after the member has 5 years of credited service. The benefit is payable to the surviving spouse and to children under age 18, to dependent children through age 23 when full time students, and to dependent children of any age if handicapped.
Amounts of Benefits	The annual benefit payable under all conditions in the case of firemen and policemen and under other than condition (c) in the case of general employees, is equal to 2.5% of average compensation for each year of credited service up to 20 and 1.7% of average compensation for each year over 20, with a maximum benefit of 66-2/3% of average compensation. For general employee members under condition (c), the annual benefit payable is equal to 50% of salary at the time of death.
Refund of Contributions	Upon a member's termination of employment for any reason before retirement, his accumulated contributions are refunded. Upon the death of a member who is not eligible for any other death benefit, his accumulated contributions, together with regular interest thereon, are paid to his beneficiary.
Minimum Allowances	The minimum monthly allowance paid to members, for all retirement and death benefits, is $750.

Post Retirement Adjustments In Allowances

The allowances of all retirees and beneficiaries are adjusted annually by a cost-of-living adjustment (COLA) of 2.5% per year (not to exceed 30%). This adjustment has been included in System liabilities.

SCHEDULE C

DETAILED TABULATIONS OF THE DATA
Mississippi Municipal Retirement System
City of Hattiesburg
Retirants & Beneficiaries as of June 30, 2015
Tabulated by Year of Retirement

Year of Retirement	No.	Annual Benefits excluding COLA	COLA	Total Annual Benefits	Average Monthly Benefit
2015	0	$ 0	$ 0	$ 0	$ 0
2014	0	0	0	0	0
2013	1	41,880	1,047	42,927	3,577
2012	1	36,362	1,818	38,180	3,182
2011	0	0	0	0	0
2010	2	61,491	5,482	66,973	2,791
2009	0	0	0	0	0
2008	2	43,255	6,489	49,744	2,073
2007	4	121,012	19,686	140,698	2,931
2006	4	86,982	17,171	104,153	2,170
2005	6	124,403	26,025	150,428	2,089
2004	11	231,473	56,300	287,773	2,180
2003	6	126,520	32,207	158,727	2,205
2002	9	186,776	52,956	239,732	2,220
2001	3	85,125	25,537	110,662	3,074
2000	14	293,936	88,182	382,118	2,275
1999	2	32,744	9,823	42,567	1,774
1998	3	66,371	19,912	86,283	2,397
1997	6	144,708	43,411	188,119	2,613
1996	1	15,997	4,799	20,796	1,733
1995	4	70,928	21,279	92,207	1,921
1994	10	136,665	41,000	177,665	1,481
1993	6	106,137	31,842	137,979	1,916
1992	11	181,791	54,538	236,329	1,790
1991	3	48,590	14,577	63,167	1,755
1990	2	28,572	8,572	37,144	1,548
1989	1	11,323	3,397	14,720	1,227
1988	5	58,790	17,637	76,427	1,274
1987	6	56,740	17,023	73,763	1,024
1986	2	19,238	5,771	25,009	1,042
1985	5	71,018	21,306	92,324	1,539
1984	4	36,061	10,818	46,879	977
1983	1	9,000	2,700	11,700	975
1982	1	9,000	2,700	11,700	975
1981 & Prior	11	99,000	29,700	128,700	975
Totals	147	$ 2,641,888	$ 693,705	$ 3,335,593	$ 1,891

Mississippi Municipal Retirement System

City of Hattiesburg

Total Benefits Payable June 30, 2015

Tabulated by Attained Ages of Benefit Recipients

Attained Age	Service Benefits No.	Service Benefits Annual Benefits	Disability Benefits No.	Disability Benefits Annual Benefits	Survivor and Beneficiaries No.	Survivor and Beneficiaries Annual Benefits	Totals No.	Totals Annual Benefits
Under 20								
20-24					1	18,170	1	18,170
25-29								
30-34								
35-39								
40-44								
45-49								
50-54	10	238,100					10	238,100
55-59	21	640,870			2	38,767	23	679,637
60-64	20	545,231	5	65,551	3	63,192	28	673,974
65-69	21	532,761	1	12,904	5	84,247	27	629,912
70-74	19	446,132			11	157,412	30	603,544
75-79	8	171,312			6	107,202	14	278,514
80-84	7	127,181			6	74,861	13	202,042
85-89					1	11,700	1	11,700
90-94								
95								
96								
97								
98								
99								
100 & Over								
Total	106	$2,701,587	6	$78,455	35	$555,551	147	$3,335,593

Average age: 66.8 years
Average age at retirement: 47.2 years

Mississippi Municipal Retirement System

City of Hattiesburg

Total Active Member Data as June 30, 2015

Tabulated By Attained Age and Years of Service

Attained Age	Years of Service to Valuation Date							Totals	
	0-4	5-9	10-14	15-19	20-24	25-29	30 Plus	No.	Valuation Payroll
Under 20									
20-24									
25-29									
30-34									
35-39									
40-44									
45-49									
50-54							1	1	$47,640
55-59									
60 & Over							1	1	$50,140
Totals							2	2	$97,780

While not used in the financial computations, the following group averages are computed and shown because of their general interest.

Age: 58.4 years.

Service: 33.8 years.

Annual Pay: $48,890.

SCHEDULE D

GLOSSARY

Actuarial Accrued Liability. The difference between (i) the actuarial present value of future plan benefits, and (ii) the actuarial present value of future normal cost. Sometimes referred to as "accrued liability" or "past service liability".

Accrued Service. The service credited under the plan which was rendered before the date of the actuarial valuation.

Actuarial Assumptions. Estimates of future plan experience with respect to rates of mortality, disability, turnover, retirement, rate or rates of investment income and salary increases. Decrement assumptions (rates of mortality, disability, turnover and retirement) are generally based on past experience, often modified for projected changes in conditions. Economic assumptions (salary increases and investment income) consist of an underlying rate in an inflation-free environment plus a provision for a long-term average rate of inflation.

Actuarial Cost Method. A mathematical budgeting procedure for allocating the dollar amount of the "actuarial present value of future plan benefits" between the actuarial present value of future normal cost and the actuarial accrued liability. Sometimes referred to as the "actuarial funding method".

Actuarial Equivalent. A series of payments is called an actuarial equivalent of another series of payments if the two series have the same actuarial present value.

Actuarial Present Value. The amount of funds presently required to provide a payment or series of payments in the future. It is determined by discounting the future payments at a predetermined rate of interest, taking into account the probability of payment.

Amortization. Paying off an interest-bearing liability by means of periodic payments of interest and principal, as opposed to paying it off with a lump sum payment.

Experience Gain (Loss). A measure of the difference between actual experience and that expected based upon a set of actuarial assumptions during the period between two actuarial valuation dates, in accordance with the actuarial cost method being used.

Normal Cost. The annual cost assigned, under the actuarial funding method, to current and subsequent plan years. Sometimes referred to as "current service cost". Any payment toward the unfunded actuarial accrued liability is not part of the normal cost.

Reserve Account. An account used to indicate that funds have been set aside for a specific purpose and are not generally available for other uses.

Unfunded Actuarial Accrued Liability. The difference between the actuarial accrued liability and valuation assets. Sometimes referred to as "unfunded accrued liability".

Valuation Assets. The value of current plan assets recognized for valuation purposes. Generally based on a market-related smoothing method.

SCHEDULE E

THE NATURE OF ACTUARIAL PROJECTIONS

Regular actuarial valuations measure the Retirement System's present financial position and contributions adequacy by calculating and financing the liabilities created by the present benefit program. This process involves discounting to present values the future benefit payments on behalf of present active and retired members and their survivors. However, valuations do not produce information regarding future changes in the makeup of the covered group or the amounts of benefits to be paid or investment income to be received – actuarial projections do.

Whereas valuations provide a snapshot of the retirement system as of a given date, projections provide a moving picture. Projected active and retired groups are developed from year to year by the application of assumptions regarding pre-retirement withdrawal from service, retirements, deaths and disabilities. Projected information regarding the retired life group leads to assumed future benefit payout. Combining future benefit payments with assumed contributions and expected investment earnings produces the net cash flow of the System each year, and thus end of year asset levels.

Projections are used for many purposes. Among them are (i) developing cash flow patterns for investment policy and asset mix consideration, (ii) exploring the effect of alternative assumptions about future experience, (iii) analyzing the impact on system funding progress of changes in the workforce, and (iv) examining the potential effect of changes in benefits on system financial activity.

Projection results are useful in demonstrating changing relationships among key elements affecting system financial activity. For example: how benefits payable and system assets will grow in future decades. Projections are not predictions of specific future events and do not provide numeric precision in absolute terms. For instance, cash flow projected to occur 10 years in the future will not be exact (except by coincidence), but understanding the changed relationships between future benefits payout and future investment income can be very useful.

SCHEDULE F

CASH FLOW PROJECTIONS BASED ON NEW FUNDING POLICY

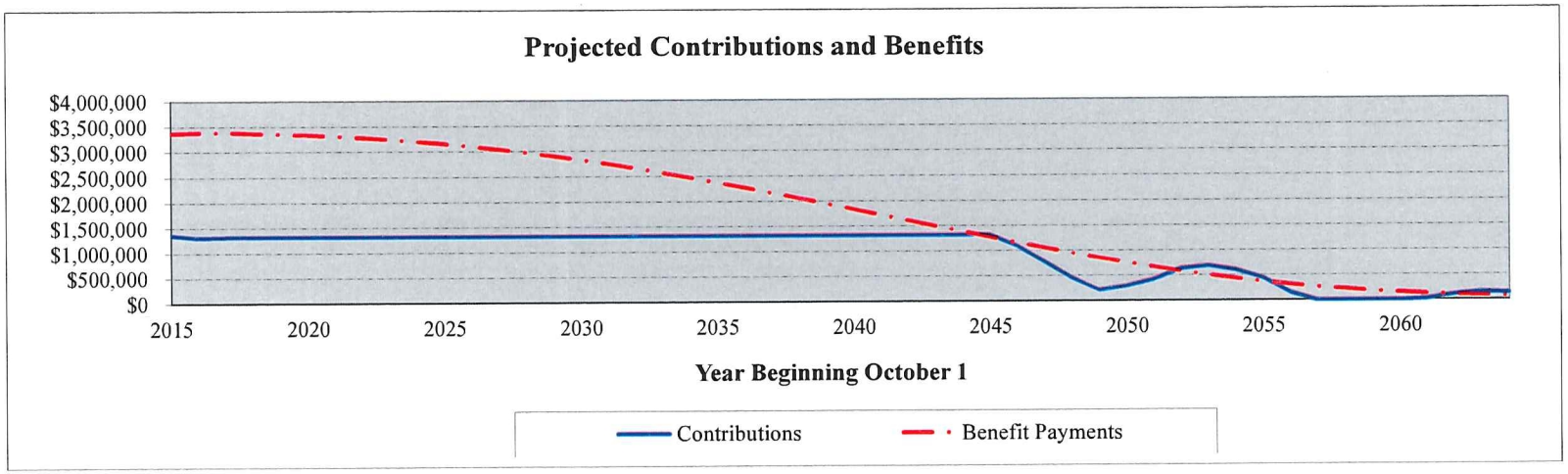
Mississippi Municipal Retirement Systems
City of Hattiesburg

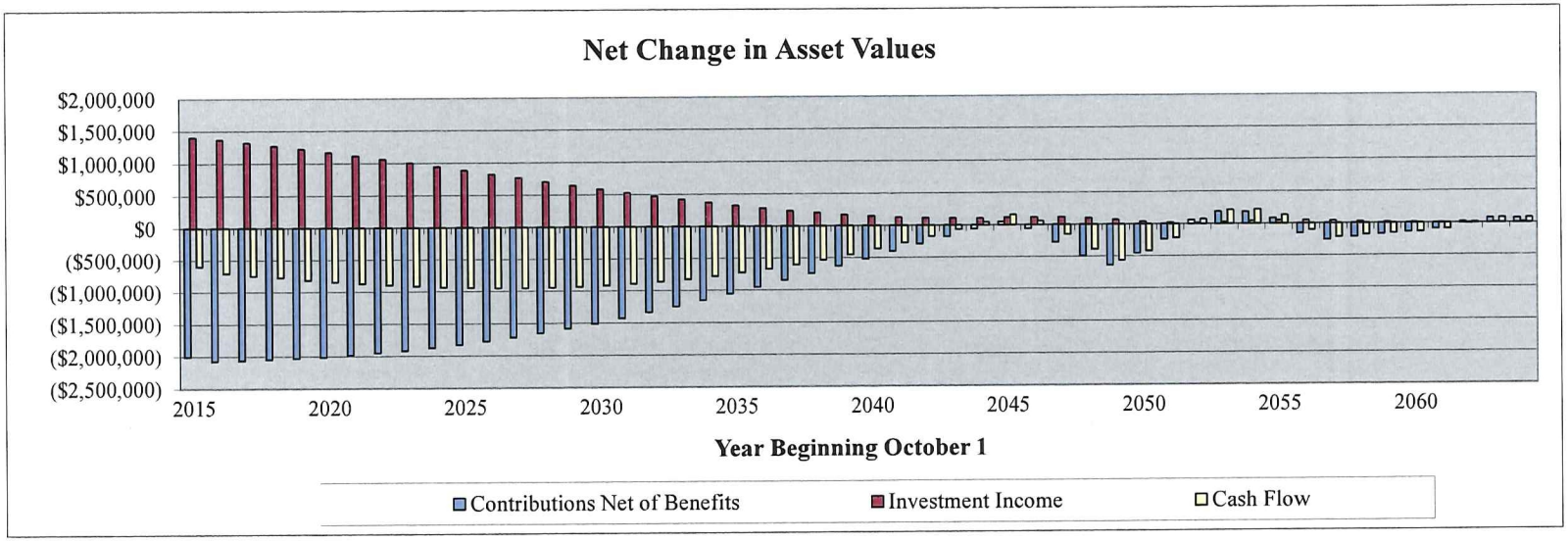
Cash Flow Projection (Based on Post-2011 Funding Policy)
No Assumed Growth in Assessed Property, Certified Millage Rates, Assume 6.5% on Investments)

Year Beginning July 1	Value of Assessed Property	MVA Balance July 1	Millage Rate	Contributions	Benefit Payments	Investment Income	Cash Flow	MVA Balance June 30	Year Ending June 30
2015	$425,665,993	$22,611,392	0.00311	$1,363,228	$3,366,606	$1,405,656	($597,722)	$22,013,670	2016
2016	425,665,993	22,013,670	0.00311	1,311,095	3,383,126	1,364,608	(707,423)	21,306,247	2017
2017	425,665,993	21,306,247	0.00311	1,325,283	3,390,508	1,318,843	(746,382)	20,559,865	2018
2018	425,665,993	20,559,865	0.00311	1,324,805	3,368,165	1,271,027	(772,333)	19,787,532	2019
2019	425,665,993	19,787,532	0.00311	1,324,636	3,356,377	1,221,198	(810,543)	18,976,989	2020
2020	425,665,993	18,976,989	0.00311	1,324,497	3,336,186	1,169,154	(842,535)	18,134,454	2021
2021	425,665,993	18,134,454	0.00311	1,324,381	3,310,448	1,115,208	(870,859)	17,263,595	2022
2022	425,665,993	17,263,595	0.00311	1,324,284	3,278,066	1,059,635	(894,147)	16,369,448	2023
2023	425,665,993	16,369,448	0.00311	1,324,205	3,241,374	1,002,687	(914,482)	15,454,966	2024
2024	425,665,993	15,454,966	0.00311	1,324,138	3,199,295	944,590	(930,567)	14,524,399	2025
2029	425,665,993	10,739,364	0.00311	1,323,821	2,904,731	647,488	(933,422)	9,805,942	2030
2034	425,665,993	6,316,200	0.00311	1,323,821	2,475,191	373,723	(777,647)	5,538,553	2035
2039	425,665,993	3,015,094	0.00311	1,323,821	1,949,540	175,965	(449,754)	2,565,340	2040
2044	425,665,993	1,691,356	0.00311	1,323,821	1,386,698	107,927	45,050	1,736,406	2045
2049	425,665,993	1,415,471	0.00201	218,799	853,670	71,697	(563,174)	852,297	2050
2054	425,665,993	509,260	0.00101	612,765	430,306	38,938	221,397	730,657	2055
2059	425,665,993	360,041	0.00041	0	173,952	17,838	(156,114)	203,927	2060
2064	425,665,993	63,124	0.00015	131,897	61,987	6,339	76,249	139,373	2065

Mississippi Municipal Retirement Systems
City of Hattiesburg

50 Year Cash Flow Projection
Based on Valuation Assumptions





City of Hattiesburg, MS

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

Master

File Number: 2015-2385

File ID:	2015-2385	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	01/07/2016
Brief Title:	Acknowledgement of letter from MDA- Energy Contract.			**Final Action:**	
				Minute Book Number:	MB2016-19

Title:

Acknowledge receipt of letter from Mississippi Development Authority and Natural Resources Division approving the Energy Savings Performance Contract with Johnson Controls, Inc.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	MDA Letter of approval for energy contract	**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	01/19/2016					

Text of Legislative File 2015-2385

Title

Acknowledge receipt of letter from Mississippi Development Authority and Natural Resources Division approving the Energy Savings Performance Contract with Johnson Controls, Inc.

Summary

Acknowledgement of letter from MDA.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

STATE OF MISSISSIPPI
PHIL BRYANT, GOVERNOR
MISSISSIPPI DEVELOPMENT AUTHORITY
GLENN MCCULLOUGH, JR.
EXECUTIVE DIRECTOR

December 21, 2015

The Honorable Johnny L. DuPree, Ph.D.
Mayor, City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Dear Mayor DuPree:

The Mississippi Development Authority's Energy and Natural Resources Division has reviewed your responses to our letters regarding the questions and comments from the Technical Energy Analysis & Performance Contracting Agreement for the proposed Energy Savings Performance Contracting Project presented to the City of Hattiesburg by Johnson Controls, Inc.

This letter serves as official notice of MDA-Energy and Natural Resources Division's approval for your Energy Savings Performance Contract with Johnson Controls, Inc.

Any modification or changes to this contract, to include but not limited to, changes in scope of work or product substitution, must be submitted to this office for review and approval prior to implementation.

If the city is seeking a tax-exempt lease purchase to finance the project, pursuant to Miss Code Annotated Section 31-7-14, we are required to review and approve the agreement.

If you have questions or require additional information, contact Larissa Williams at 601-359-3449.

Sincerely,

Manning McPhillips, Chief Administrative Officer
Mississippi Development Authority
MM:ts

RECEIVED
DEC 28 2015
BY:

C: L Rutland

POST OFFICE BOX 849 · JACKSON, MISSISSIPPI 39205-0849
TELEPHONE (601) 359-3449 · FAX (601) 359-2832 · www.mississippi.org

City of Hattiesburg, MS

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

Master

File Number: 2016-2396

File ID:	2016-2396	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	01/12/2016
Brief Title:	Landmark Permit- Old Federal Courthouse.			**Final Action:**	
				Minute Book Number:	MB2016-19

Title:

Acknowledge receipt of a Mississippi Landmark permit from the Mississippi Department of Archives and History to the City of Hattiesburg for an elevator and restroom addition at the (Old) Federal Courthouse, a Mississippi Landmark as defined by Section 39-7-11 of the Mississippi Code of 1972, as amended.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Landmark Permit- Old Federal Courthouse	**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	01/19/2016					

Text of Legislative File 2016-2396

Title

Acknowledge receipt of a Mississippi Landmark permit from the Mississippi Department of Archives and History to the City of Hattiesburg for an elevator and restroom addition at the (Old) Federal Courthouse, a Mississippi Landmark as defined by Section 39-7-11 of the Mississippi Code of 1972, as amended.

Summary

Acknowledgement of Landmark Permit for the Old Federal Courthouse.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MISSISSIPPI LANDMARK PERMIT
issued by the
Mississippi Department of Archives and History
Project # 09-164-15

In compliance with the provisions of the Antiquities Law of Mississippi, Section 39-7-3, et seq., of the *Mississippi Code of 1972*, as amended, the Board of Trustees of the Mississippi Department of Archives and History, permittor, in its meeting on December 4, 2015, authorized the issuance of a Mississippi Landmark Permit to the City of Hattiesburg for an elevator and restroom addition at the (Old) Federal Courthouse, a Mississippi Landmark as defined by Section 39-7-11 of the *Mississippi Code of 1972*, as amended.

Permittee hereby agrees that said work shall be in accordance with the plans and specifications, received September 29, 2015, and with the conditions outlined in the October 8, 2015, letter sent to Mr. Larry Albert, Albert & Associates, by Mr. Mingo Tingle, Chief, Technical Preservation Services, Mississippi Department of Archives and History.

This Permit is valid for one (1) year from the date issued. In the event of changes in or additions to the above project, permittee agrees to submit supplementary plans to the permittor for review and approval.

AUTHORIZED this the fourth day of December, 2015.

Katie Blount, Secretary
Board of Trustees
Department of Archives and History

Johnny L. DuPree, Mayor
City of Hattiesburg

PERMITTOR

PERMITTEE

City of Hattiesburg, MS

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

Master

File Number: 2016-2400

File ID:	2016-2400	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	01/12/2016
Brief Title:	2016 Water Department Term Bids.			**Final Action:**	
				Minute Book Number:	MB2016-19-20

Title:

Approve Specifications and Authorize Publication of Advertisement for Various Term Bid Items for the Hattiesburg Water Department beginning on April 1, 2016

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Notice to Bidders-Water Term Bids, #6, #7, #8, #11, #13, #17, #20, #21, #23, #28, executed Notice to Bidders-Water Term Bids	**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	01/19/2016					

Text of Legislative File 2016-2400

Title

Approve Specifications and Authorize Publication of Advertisement for Various Term Bid Items for the Hattiesburg Water Department beginning on April 1, 2016

Summary

Water Department Term Bids

Budget Information

Expenditure Type

Purchasing Item

Publication Information

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 18, 2016 in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies for the Hattiesburg Water Department during the period beginning April 1, 2016 to-wit:

ITEM# 6	**TOW-WAY FIRE HYDRANTS**
ITEM# 7	**THREE-WAY FIRE HYDRANTS**
ITEM #8	**STAINLESS STEEL FULL CIRLE REPAIR CLAMPS**
ITEM #11	**CHORINE GAS IN ONE (1) TON AND 150LB CONTAINERS**
ITEM# 13	**SODIUM FLOUROSILICATE AND SODIUM FLOURIDE**
ITEM #17	**PLASTIC FLEXIBLE COULINGS AND CONNECTIONS CONSTRUCTED OF ELASTOMERIC POLYVINYL CHLORIDE**
ITEM #20	**FURNISH LABOR, EQUIPMENT, MATERIAL FOR INSTALLATION OF DUCTILE IRON OR PVC WATER LINES AND FITTINGS**
ITEM #21	**CORPORATION STOP, 3-PART UNION, STRAIGHT COUPLINGS**
ITEM #23	**LEAK REPAIR CLAMPS, COMPRESSION FITTINGS AND BELL JOINT LEAK CLAMPS**
ITEM #28	**REPLACEMENT PARTS FOR S & N AERATORS AT THE NORTH AND SOUTH LAGOONS**

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

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 19th day of January, 2016.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)

SPECIFICATIONS FOR ITEM #6: TWO-WAY FIRE HYDRANTS FOR THE HATTIESBURG WATER DEPARTMENT

Bidder shall bid on furnishing Two-Way Fire Hydrants for the Hattiesburg Water Department, which meets or exceeds the following specifications, to-wit:

All Fire Hydrants bid upon shall have:

1½" pentagon operating nut opening left

The 6" shoe connection shall be as specified (flanged, A/C, M.J., etc.). A minimum of six bolts and nuts is required to fasten the shoe to the lower barrel.

2½" and 4½" (When specified) National Standard hose thread nozzles, interchangeable, threaded and locked in place with stainless steel screw(s) or lock(s) and sealed with "O" ring seal(s)

Nozzle caps attached with chain stainless steel safety stem coupling

Traffic model, break-a-way safety flange on upper barrel; and Dual "O" ring seals for positive water and lubricant sealing of bonnet section

AWWA approved lubrication system with oil reservoir that automatically circulates oil lubricants to all stem threads and bearing surfaces each time the hydrant is operated

Valve assembly will consist of bronze seat and drain ring, drain ring housing and compression type main valve all bolted to shoe to permit easy removal for repair.

Fire Hydrant will be dry barrel, post type with compression main valve closing with pressure

Must be equal to or better than Mueller Centurion Nos. A-420 and A-422. Prices shall be given for furnishing hydrants for 3 foot, 4 foot and 5 foot trenches.

TYPE #1. Fire hydrant with 5-1/4" valve opening, 6" Mechanical Joint inlet connection, to fit both standard and oversize pipe (equal to Mueller D-150 Mechanical Joint shoe), with two 2½" hose nozzle connections.

#2. Fire hydrant with 4½" valve opening, 4" Mechanical Joint inlet connection, to fit both standard and oversize pipe (equal to Mueller D-150 Mechanical Joint shoe), two 2½" hose nozzle connections.

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

The City reserves the right to award multiple categories or line items to the lowest and best bidder. All bidders must list the manufacturer and model or part number for each product offered.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on April 1, 2016 and ending

March 31, 2018, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, **within seven (7) working days from issuance of purchase order**, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, February 18, 2016, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street,
Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID
TWO-WAY FIRE HYDRANTS -
HATTIESBURG WATER DEPARTMENT, ITEM #6
OPEN 10:00 A.M. February 18, 2016

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 and all bids received and to waive informalities.

APPROVED on this, the 19th day of January A.D., 2016.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____
CITY CLERK

SPECIFICATIONS APPROVED BY:

_____
WATER DEPARTMENT

ITEM #6 - TWO-WAY FIRE HYDRANTS FOR THE HATTIESBURG WATER DEPARTMENT

ITEMS	MANUFACTURER/MODEL #	UNIT BID PRICE
TYPE # 1		
3' BURY		
4' BURY		
5' BURY		
	TOTAL	

TYPE # 2		
3' BURY		
4' BURY		
5' BURY		
	TOTAL	

GRAND TOTAL BID PRICE	

_____
NAME OF COMPANY

_____
STREET/P.O. ADDRESS

_____
CITY/STATE & ZIP CODE

_____
PHONE NUMBER & FAX NUMBER

_____
DATE OF BID

_____
OFFICIAL'S NAME & TITLE

_____
OFFICIAL'S SIGNATURE

SPECIFICATIONS FOR ITEM #7: THREE-WAY FIRE HYDRANTS FOR THE HATTIESBURG WATER DEPARTMENT

Bidder shall bid on furnishing Three-Way Fire Hydrants for the Hattiesburg Water Department, which meets or exceeds the following specifications, to-wit:

All Fire Hydrants bid upon shall have:

1½" pentagon operating nut opening left

The 6" shoe connection shall be as specified (flanged, A/C, M.J., etc.) A minimum of six bolts and nuts is required to fasten the shoe to the lower barrel.

2-2½" and 1-4½" National Standard hose thread nozzles, interchangeable, field replaceable, "O" ring sealed, threaded in place and retained with stainless steel locks

Nozzle caps attached with heavy duty non kinking chains

Traffic model, break-a-way safety flange attached with corrosion resistant plated bolts and nuts, and stainless steel safety stem coupling designed to prevent stem or main valve damage

Dual "O" ring seal for positive water and lube sealing of INTERNAL BONNET

Lubrication System with sealed oil reservoir designed to automatically circulate lubricant to stem threads and bearing surfaces each time the hydrant is operated

Valve assembly consisting of bronze seat and drain ring, "O" ring sealed; Bronze upper valve plate; Long life plastic drain valve facings; "O" ring flanged seals

Compression main valve closing with pressure

6" Mechanical Joint shoe inlet to fit both standard and oversized cast iron pipe

Fire Hydrant will be dry barrel with a 5 1/4 valve opening, post type equal to or better than Mueller Super Centurion 250

Prices shall be given for 3 foot, 4 foot and 5 foot trench depth lengths

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

The City reserves the right to award multiple categories or line items to the lowest and best bidder. All bidders must list the manufacturer and model or part number for each product offered.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on April 1, 2016, and ending March 31, 2018, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, **within seven (7) working days from issuance of purchase order**, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, February 18, 2016,
in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street,
Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID
THREE-WAY FIRE HYDRANTS -
HATTIESBURG WATER DEPARTMENT, ITEM #7
OPEN 10:00 A.M. February 18, 2016

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 and all bids received and to waive informalities.

APPROVED on this, the 19th day of January A. D., 2016.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

SPECIFICATIONS APPROVED BY:

_____
PUBLIC WORKS DEPARTMENT

ITEM #7 - THREE-WAY FIRE HYDRANTS FOR THE HATTIESBURG WATER DEPARTMENT

ITEMS	MANUFACTURER/MODEL #	UNIT BID PRICE
TYPE # 1		
3' BURY		
4' BURY		
5' BURY		
	TOTAL BID PRICE	

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

SPECIFICATIONS FOR ITEM #8: STAINLESS STEEL FULL CIRCLE REPAIR CLAMPS FOR THE HATTIESBURG WATER DEPARTMENT

Bidder shall bid on furnishing Stainless Steel Full Circle Repair Clamps, which meets or exceeds the following specifications, to-wit:

Repair Clamps ..... 4" to 20" stainless steel, full circle repair clamps for iron pipe. Lugs shall be epoxy coated.

Bidder shall bid on furnishing full circle clamps which meet or exceed the Smith-Blair type 226, 227, or 228 clamps.

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

The City reserves the right to award multiple categories or line items to the lowest and best bidder. All bidders must list the manufacturer and model or part number for each product offered.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on April 1, 2016 and ending March 31, 2018, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, **within seven (7) working days from issuance of purchase order**, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, February 18, 2016 in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID
STAINLESS STEEL FULL CIRCLE REPAIR
CLAMPS - HATTIESBURG WATER DEPARTMENT, ITEM #8
SUBMITTED BY 10:00 A.M. February 18, 2016

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 and all bids received and to waive informalities.

APPROVED on this, the 19th day of January A. D., 2016.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____
CITY CLERK

SPECIFICATIONS APPROVED BY:

_____
WATER DEPARTMENT

ITEM #8 STAINLESS STEEL FULL CIRCLE REPAIR CLAMPS FOR THE HATTIESBURG WATER DEPARTMENT

FULL CIRCLE REPAIR CLAMPS	UNIT BID PRICE
4 X 7 ½	
4 X 12 ½	
6 X 7 ½	
6 X 12 ½	
8 X 7 ½	
8 X 12 ½	
10 X 7 ½	
10 X 12 ½	
12 X 7 ½	
12 X 12 ½	
14 X 10	
14 X 15	
16 X 10	
16 X 15	
18 X 10	
18 X 15	
20 X 10	
20 X 15	
TOTAL BID PRICE	

NAME OF COMPANY

STREET/P. O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

SPECIFICATIONS FOR ITEM #11: CHLORINE GAS IN 150 LB AND ONE TON CONTAINERS FOR

THE HATTIESBURG WATER DEPARTMENT

Bidder shall bid on furnishing Chlorine Gas, which meets or exceeds the following specifications, to-wit:

100% Active Chlorine Gas suitable for water purification, in 150 pound and one (1) ton containers.

Price shall include delivery by truck equipped with loading and unloading mechanism to handle containers at point of delivery. No overhead lifting facilities available at point of delivery.

Must meet all requirements of AWWA Standard #B301-81.

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on April 1, 2016, and ending March 31, 2018, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: Within twenty-four (24) hours after issuance of purchase order, F.O.B. Hattiesburg, Mississippi, as indicated on Purchase Order, freight prepaid to all the following locations located within the city limits of Hattiesburg, Mississippi:

Richburg Tank	2221 S 40th Avenue
Methodist Tank	450 Weathersby Road
4th Street Well	3320 W 4th Street
USM Tank and Well	2811 W 4th Street
North Lagoon	3401 Lakeview Road
South Lagoon	1903 E Hardy Street
Turner Road Wells and Tank	135 J. Ed Turner Drive
Booster Station @ Industrial Tank	Tatum Blvd
Lake Estates	1101 Lake Estates Drive
(two wells & tank)	Booster Station Lincoln Rd

NOTE: DELIVERY OF CHLORINE GAS CYLINDERS BY REAR TANDEM AXLE VEHICLE IS NOT POSSIBLE DUE TO RESTRICTED ACCESS. DELIVERY SHALL BE ACCOMPLISHED BY SINGLE AXLE VEHICLE TO THE ABOVE LOCATIONS.

SEALED bids will be received until 10:00 A.M., Thursday, February 18, 2016, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID
CHLORINE GAS IN 150 LB AND ONE TON CONTAINERS -
HATTIESBURG WATER DEPARTMENT, ITEM #11
SUBMITTED BY 10:00 A.M. February 18, 2016

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 and all bids received and to waive informalities.

APPROVED on this, the 19th day of January A. D., 2016.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

CITY CLERK

SPECIFICATIONS APPROVED BY:

_____

WATER DEPARTMENT

ITEM# 11 CHLORINE GAS IN 150 LB AND ONE TON CONTAINERS FOR THE HATTIESBURG WATER DEPARTMENT

ITEM	UNIT BID PRICE
CHLORINE-150 LB. CONTAINERS (PRICE PER 150 POUND CONTAINER)	
CHLORINE-1 TON CONTAINERS (PRICE PER 1 TON CONTAINER)	

_____
NAME OF COMPANY

_____
STREET/P.O. ADDRESS

_____
CITY/STATE & ZIP CODE

_____
PHONE NUMBER & FAX NUMBER

_____
DATE OF BID

_____
OFFICIAL'S SIGNATURE

SPECIFICATIONS FOR ITEM #13: SODIUM FLUORASILICATE AND SODIUM FLUORIDE FOR THE HATTIESBURG WATER DEPARTMENT

Bidder shall bid on furnishing Sodium Fluorosilicate, which meets or exceeds the following specifications, to-wit:

Sodium Fluorosilicate, $Na_2 SiF_6$ powder form, white in color

Must meet current AWWA B701-84 specifications:
In fifty (50) pound bags

Bidder shall bid on furnishing Sodium Fluoride, which meets or exceeds the following specifications, to-wit:

Sodium Fluoride, NaF granular form, white in color

Must meet current AWWA B701-84 specifications:
In fifty (50) pound bags

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

Delivery shall be accomplished using a flatbed trailer to accommodate use of a ground level forklift for unloading pallets.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on April 1, 2016, and ending March 31, 2018, items to be purchased as required.

DELIVERY: F.O.B. Hattiesburg, Mississippi, **within five (5) working days from issuance of purchase order**, within the hours of 7:00 A.M. and 2:00 P.M., freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, February 18, 2016 in the City Clerk=s Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City=s requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID
SODIUM FLUORASILICATE AND SODIUM FLUORIDE -
HATTIESBURG WATER DEPARTMENT, ITEM #13
SUBMITTED BY 10:00 A.M. February 18, 2016

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 and all bids received and to waive informalities.

APPROVED on this, the 19th day of January A. D., 2016.

BY:_____
CITY CLERK

SPECIFICATIONS APPROVED BY:

_____
WATER DEPARTMENT

ITEM #13 - SODIUM FLUORASILICATE AND SODIUM FLUORIDE FOR THE HATTIESBURG WATER DEPARTMENT

ITEM	UNIT BID PRICE
SODIUM FLUORASILICATE 50 LB. BAGS (PRICE PER 50 LB BAG)	
SODIUM FLUORIDE 50 LB. BAGS (PRICE PER 50 LB BAG)	

_____
NAME OF COMPANY

_____
STREET/P.O. ADDRESS

_____
CITY/STATE & ZIP CODE

_____
PHONE NUMBER & FAX NUMBER

_____
DATE OF BID

_____
OFFICIAL'S NAME & TITLE

_____
OFFICIAL'S SIGNATURE

SPECIFICATIONS FOR ITEM #17: PLASTIC FLEXIBLE COUPLINGS AND CONNECTORS CONSTRUCTED OF ELASTOMERIC POLYVINYL CHLORIDE FOR THE SEWER DIVISION, HATTIESBURG WATER DEPARTMENT

Bidder shall bid on furnishing plastic flexible couplings and connectors in sizes listed on the City of Hattiesburg's bid form provided, which meets or exceeds the following specifications, to-wit:

Couplings and connectors shall be constructed of elastomeric polyvinyl chloride (PVC) with one piece design in concentric and eccentric style couplings, capable of connection to asbestos cement, cast iron, clay, concrete, copper, ductile iron, fibre, plastic, and steel pipe.

4" plastic to 4" plastic
4" plastic to 4" concrete
4" plastic to 4" clay
4" concrete to 4" concrete
6" plastic to 4" plastic
6" plastic to 4" concrete
6" plastic to 4" clay
6" concrete to 4" plastic
6" concrete to 4" clay
6" concrete to 4" concrete
6" plastic to 6" plastic
6" plastic to 6" clay
6" concrete to 6" plastic
8" concrete to 6" clay
8" concrete to 6" plastic
8" concrete to 6" concrete
8" plastic to 6" clay
8" plastic to 6" concrete
8" plastic to 6" plastic
8" plastic to 8" plastic
8" plastic to 8" concrete
8" plastic to 8" clay
10" plastic to 10" plastic
10" plastic to 10" concrete
10" plastic to 10" clay
12" plastic to 12" plastic
12" plastic to 12" concrete
12" plastic to 12" clay
15" plastic to 15" plastic
15" plastic to 15" concrete
15" plastic to 15" clay

The City reserves the right to award multiple categories or line items to the lowest and best bidder. All bidders must list the manufacturer and model or part number for each product offered.

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on April 1, 2016 and ending March 31, 2018, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, **within seven (7) working days from issuance of purchase order**, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, February 18, 2016 in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID
PLASTIC FLEXIBLE COUPLINGS AND CONNECTORS -
HATTIESBURG WATER/SEWER DEPARTMENT, ITEM #17
SUBMITTED BY 10:00 A.M. February 18, 2016

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 and all bids received and to waive informalities.

APPROVED on this, the 19th day of January A. D., 2016.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____

CITY CLERK

SPECIFICATIONS APPROVED BY:

_____

WATER DEPARTMENT

ITEM #17 - PLASTIC FLEXIBLE COUPLINGS AND CONNECTORS CONSTRUCTED OF ELASTOMERIC POLYVINYL CHLORIDE FOR THE SEWER DIVISION, HATTIESBURG WATER DEPARTMENT

ITEMS	UNIT BID PRICE
4" PLASTIC TO 4" PLASTIC	
4" PLASTIC TO 4" CONCRETE	
4" PLASTIC TO 4" CLAY	
4" CONCRETE TO 4" CONCRETE	
6" PLASTIC TO 4" PLASTIC	
6" PLASTIC TO 4" CONCRETE	
6" PLASTIC TO 4" CLAY	
6" CONCRETE TO 4" PLASTIC	
6" CONCRETE TO 4" CLAY	
6" CONCRETE TO 4" CONCRETE	
6" PLASTIC TO 6" PLASTIC	
6" PLASTIC TO 6" CLAY	
6" CONCRETE TO 6" PLASTIC	
8" CONCRETE TO 6" CLAY	
8" CONCRETE TO 6" PLASTIC	
8" CONCRETE TO 6" CONCRETE	
8" PLASTIC TO 6" CLAY	
8" PLASTIC TO 6" CONCRETE	
8" PLASTIC TO 6" PLASTIC	
8" PLASTIC TO 8" PLASTIC	
8" PLASTIC TO 8" CONCRETE	
8" PLASTIC TO 8" CLAY	
10" PLASTIC TO 10" PLASTIC	
10" PLASTIC TO 10" CONCRETE	
10" PLASTIC TO 10" CLAY	
12" PLASTIC TO 12" PLASTIC	
12" PLASTIC TO 12" CONCRETE	
12" PLASTIC TO 12" CLAY	
15" PLASTIC TO 15" PLASTIC	
15" PLASTIC TO 15" CONCRETE	
15" PLASTIC TO 15" CLAY	
TOTAL	

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

SPECIFICATIONS FOR ITEM #20: FURNISH LABOR, EQUIPMENT AND MATERIAL FOR REPAIR, REPLACEMENT OR INSTALLATION OF DUCTILE IRON OR PVC WATER LINES AND FITTINGS FOR THE HATTIESBURG WATER DEPARTMENT

Bidder shall bid on furnishing all labor, equipment, materials, insurance performance and payment bond where requested, and other necessary appurtenances and other conditions as shown in specifications on file in the City of Hattiesburg Engineering Department and shall be familiar with the subsurface condition within the City of Hattiesburg surrounding the work area.

Bidder shall have available or in his possession equipment of sufficient size and quantity to properly perform said project. Bidder will prepare a list of all equipment he has available to perform the work as shown in specifications on file in the City of Hattiesburg Engineering Department. Equipment list will not include leased or rented equipment.

Bidder will be allowed an allowance of one and one half percent of the total cost of a project if a performance and payment is requested by the City Engineer or his representative on a particular project. Bidder will carry sufficient insurance as outlined in specifications on file and will attach a certificate of insurance to his bid proposal.

Much of the work involved under this proposal could be of an emergency nature and it will be necessary that the successful bidder be able to respond and commence work within a two (2) hour time frame after work order has been issued.

Bidder will be properly licensed within the State of Mississippi for water construction work and will place license number and certificate of responsibility number on bid and in the lower left hand corner of the envelope as required by law.

Work performed under the terms of this contract which provides new installation or repair of water lines shall not exceed one hundred and fifty thousand dollars ($150,000.00) per project as provided by state law. The City of Hattiesburg reserves the right to bid any and all projects, as determined by the City Engineer, on an individual basis and have said work performed by the successful bidder, or have work performed under this contract, whichever is in the City's best interest.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars ($1,000,000.00) for bodily injury and property damage.

The City reserves the right to award multiple categories or line items to the lowest and best bidder. All bidders must list the manufacturer and model or part number for each product offered.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Any item or unit of work that must be performed for completion of repair, replacement or installation that is not shown on bid form will be absorbed by bidder, or as authorized by City Engineer. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on April 1, 2016 and ending March 31, 2018, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

SEALED bids will be received until 10:00 A.M., Thursday, February 18,2016 in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or

Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID
FURNISH LABOR, EQUIPMENT AND MATERIAL FOR REPAIR, REPLACEMENT OR INSTALLATION OF DUCTILE IRON OR PVC WATER LINES AND FITTINGS FOR THE HATTIESBURG WATER DEPARTMENT, ITEM #20
SUBMITTED BY 10:00 A.M. February 18, 2016
CERTIFICATE OF RESPONSIBILITY NO. _____

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 and all bids received and to waive informalities.

APPROVED on this, the 19th day of January A. D., 2016.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____

CITY CLERK

SPECIFICATIONS APPROVED BY:

_____
WATER DEPARTMENT

ITEM #20 - FURNISH LABOR, EQUIPMENT AND MATERIAL FOR REPAIR, REPLACEMENT OR INSTALLATION OF DUCTILE IRON OR PVC WATER LINES AND FITTINGS FOR THE HATTIESBURG WATER DEPARTMENT

ITEMS	UNIT BID PRICE
4" BENDS, INCLUDING BLOCKING, PER EACH	
6" BENDS, INCLUDING BLOCKING, PER EACH	
8" BENDS, INCLUDING BLOCKING, PER EACH	
10" BENDS, INCLUDING BLOCKING, PER EACH	
12" BENDS, INCLUDING BLOCKING, PER EACH	
14" BENDS, INCLUDING BLOCKING, PER EACH	
16" BENDS, INCLUDING BLOCKING, PER EACH	
18" BENDS, INCLUDING BLOCKING, PER EACH	
20" BENDS, INCLUDING BLOCKING, PER EACH	
TOTAL	

4" TEES, INCLUDING BLOCKING, PER EACH	
6" TEES, INCLUDING BLOCKING, PER EACH	
8" TEES, INCLUDING BLOCKING, PER EACH	
10" TEES, INCLUDING BLOCKING, PER EACH	
12" TEES, INCLUDING BLOCKING, PER EACH	
14" TEES, INCLUDING BLOCKING, PER EACH	
16" TEES, INCLUDING BLOCKING, PER EACH	
18" TEES, INCLUDING BLOCKING, PER EACH	
20" TEES, INCLUDING BLOCKING, PER EACH	
TOTAL	

4" VALVES, PER EACH	
6" VALVES, PER EACH	
8" VALVES, PER EACH	
10" VALVES, PER EACH	
12" VALVES, PER EACH	
14" VALVES, PER EACH	
16" VALVES, PER EACH	
18" VALVES, PER EACH	
20" VALVES, PER EACH	
TOTAL	

6" SOLID SLEEVES, PER EACH	
8" SOLID SLEEVES, PER EACH	
10" SOLID SLEEVES, PER EACH	
12" SOLID SLEEVES, PER EACH	
16" SOLID SLEEVES, PER EACH	
TOTAL	

FIRE HYDRANTS, INCLUDING BLOCKING PER EACH	

VALVE BOXES, PER EACH	

ITEMS	UNIT BID PRICE

4" DUCTILE IRON P.C. 350, PER LF	
6" DUCTILE IRON P.C. 350, PER LF	
8" DUCTILE IRON P.C. 350, PER LF	
10" DUCTILE IRON P.C. 350, PER LF	
12" DUCTILE IRON P.C. 350, PER LF	
TOTAL	

14" DUCTILE IRON P.C. 250, PER LF	
16" DUCTILE IRON P.C. 250, PER LF	
18" DUCTILE IRON P.C. 250, PER LF	
20" DUCTILE IRON P.C. 250, PER LF	
TOTAL	

4" PVC C900 P.C. 200, PER LF	
6" PVC C900 P.C. 200, PER LF	
8" PVC C900 P.C. 200, PER LF	
10" PVC C900 P.C. 200, PER LF	
12" PVC C900 P.C. 200, PER LF	
14" PVC C900 P.C. 150, PER LF	
16" PVC C900 P.C. 150, PER LF	
18" PVC C900 P.C. 150, PER LF	
20" PVC C900 P.C. 150, PER LF	
TOTAL	

FURNISH LABOR, EQUIPMENT AND MATERIAL FOR DIRECTIONAL BORING OF WATER MAIN USING HDPE PIPE, SDR11, PRESSURE CLASS 260 WITH FUSION JOINTS

ITEMS	UNIT BID PRICE
2" HDPE PER LF	
4" HDPE PER LF	
6" HDPE PER LF	
8" HDPE PER LF	
10" HDPE PER LF	
12" HDPE PER LF	
14" HDPE PER LF	
16" HDPE PER LF	
1" SERVICE LINES	
TOTAL	

FURNISH LABOR, EQUIPMENT AND MATERIAL FOR REPAIR, REPLACEMENT OR INSTALLATIONS OF SERVICE LINE FOR THE HATTIESBURG WATER DEPARTMENT

ITEMS	UNIT BID PRICE
1" TUBING P.C. 200, PER LF	
1" CURB STOP, PER EACH	
1" CORP COCK, PER EACH	
DOUBLE STRAP SERVICE SADDLES - 4", PER EACH	
DOUBLE STRAP SERVICE SADDLES - 6", PER EACH	
DOUBLE STRAP SERVICE SADDLES - 8", PER EACH	
DOUBLE STRAP SERVICE SADDLES - 10", PER EACH	
DOUBLE STRAP SERVICE SADDLES - 12", PER EACH	
TOTAL	

FURNISH EQUIPMENT INCLUDING MAINTENANCE, FUEL AND OPERATOR

ITEMS	UNIT BID PRICE
BACKHOE, 555 OR EQUAL, PER HOUR	
DUMP TRUCK, 12-14 C.Y., TANDEM, PER HOUR	
VACUUM TRUCK, PER HOUR	
WATER PUMP, 3" OR 4", PER HOUR	
SERVICE TRUCK WITH TWO CREW WORKERS, PER HOUR	
CRAWLER TRACK HOE, PER HOUR	
SKID STEER WITH HYDRAULIC BREAKER, PER HOUR	
MINI EXCAVATOR, PER HOUR	
TOTAL	

REPAIR OF ROADWAY, DRIVES AND PARKING AREAS

ITEMS	UNIT BID
SELECT GRANULAR FILL, PER C.Y.	
ASPHALT FOR PAVING REPAIR, PER TON	
CONCRETE REPAIR, 6" THICK, PER S. Y.	
CLAY GRAVEL, PER C. Y.	
WASHED GRAVEL, PER C. Y.	
CRUSHED CONCRETE PER TON	
REMOVE AND REPLACE CURB AND GUTTER LINEAR FOOT	
REMOVE OR REPLACE 4" THINK CONCRETE DRIVES OR WALKS SQUARE YARD	
TOPSOIL FOR YARD REPAIR CUBIC YARD	
DOZER RENTAL INCLUDING OPERATOR, FUEL, AND MAINTENANCE, JOHN DEERE 450C OR EQUAL PER HOUR	
SMALL VIBRATING SHEEP FOOT ROLLER PER HOUR	
REMOVE ASPHALT AND CONCRETE PER SQUARE YARD	
SAW CUT CONCRETE PER LINEAR FOOT	
4 INCH WATER PUMP PER DAY	
6 INCH WATER PUMP PER DAY	
SKID STEER WITH HYDRAULIC BREAKER PER HOUR	
SPECIAL FITTINGS AND SUBMERSIBLE OR TURBINE PUMPS INVOICE COST PLUS PERCENT FOR HANDLING	
8 INCH WATER PUMP PER DAY	
10 INCH WATER PUMP PER DAY	
12 INCH WATER PUMP PER DAY	
MISCELLANEOUS CONCRETE PER C.Y.	
SAW CUT ASPHALT ALL DEPTHS PER LINEAR FOOT	
TOTAL	

FURNISH LABOR, EQUIPMENT, AND MATERIAL FOR INSTALLING INSERT A VALVES

ITEMS	UNIT BID PRICE
4" VALVES, PER EACH	
6" VALVES, PER EACH	
8" VALVES, PER EACH	
10" VALVES, PER EACH	
12" VALVES, PER EACH	
TOTAL	

FURNISH SPECIAL FITTING, INVOICE COST PLUS PERCENT FOR HANDLING

ITEMS	UNIT BID PRICE
SPECIAL FITTING, INVOICE COST PLUS PERCENT FOR HANDLING, PER CENT	
TURBINE OR CENTRIFUGAL PUMP, INVOICE COST PLUS PERCENT FOR HANDLING	

FURNISH LABOR, EQUIPMENT, AND MATERIAL FOR INSTALLING TAPPING SLEEVES AND VALVES AND CUTTING HOLE

ITEMS	UNIT BID PRICE
4" X 2" SLEEVE AND VALVE, PER EACH	
4" X 4" SLEEVE AND VALVE, PER EACH	
6" X 2" SLEEVE AND VALVE, PER EACH	
6" X 4" SLEEVE AND VALVE, PER EACH	
6" X 6" SLEEVE AND VALVE, PER EACH	
8" X 2" SLEEVE AND VALVE, PER EACH	
8" X 4" SLEEVE AND VALVE, PER EACH	
8" X 6" SLEEVE AND VALVE, PER EACH	
8" X 8" SLEEVE AND VALVE, PER EACH	
10" X 2" SLEEVE AND VALVE, PER EACH	
10" X 4" SLEEVE AND VALVE, PER EACH	
10" X 6" SLEEVE AND VALVE, PER EACH	
10" X 8" SLEEVE AND VALVE, PER EACH	
10" X 10" SLEEVE AND VALVE, PER EACH	
12" X 2" SLEEVE AND VALVE, PER EACH	
12" X 4" SLEEVE AND VALVE, PER EACH	
12" X 6" SLEEVE AND VALVE, PER EACH	
12" X 8" SLEEVE AND VALVE, PER EACH	
12" x 10" SLEEVE AND VALVE, PER EACH	
12" X 12" SLEEVE AND VALVE, PER EACH	
16" X 2" SLEEVE AND VALVE, PER EACH	
16" X 4" SLEEVE AND VALVE, PER EACH	
16" X 6" SLEEVE AND VALVE, PER EACH	
16" X 8" SLEEVE AND VALVE, PER EACH	
16" X 10" SLEEVE AND VALVE, PER EACH	
16" X 12" SLEEVE AND VALVE, PER EACH	

16" X 16" SLEEVE AND VALVE, PER EACH	
20" X 4" SLEEVE AND VALVE, PER EACH	
20" X 6" SLEEVE AND VALVE, PER EACH	
20" X 8" SLEEVE AND VALVE, PER EACH	
20" X 10" SLEEVE AND VALVE, PER EACH	
20" X 12" SLEEVE AND VALVE, PER EACH	
20" X 16" SLEEVE AND VALVE, PER EACH	
TOTAL	

GRAND TOTAL BID PRICE	

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

CERTIFICATE OF RESPONSIBILITY NO.

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

SPECIFICATIONS FOR ITEM #21: CORPORATION STOP, 3-PART UNION, STRAIGHT COUPLING, AND CORPORATION STOP COUPLINGS FOR THE HATTIESBURG WATER DEPARTMENT

Bidder shall bid on furnishing Corporation Stop, 3-Part Union, Straight Coupling, and Corporation Stop Couplings for the Hattiesburg Water Department, which meets or exceeds the following specifications, to-wit:

1. Corporation Stop:

   Inlet - AWWA (or Mueller) Thread
   Outlet - Conductive Compression connection, Type K copper service
   pipe size, Rubber compression ring with metal retainer insert, or pack joint
   Equal to or better than Mueller 110 compression connection, or Ford pack joint
   Material - Corporation stop body and moving parts to be red brass
   Bidder shall bid on both 3/4" and 1" sizes

2. 3-Part Union:

   Connections - Equal to or better than Mueller 110 compression connection, or Ford pack joint
   Material - Red brass
   Sizes - 3/4" and 1" type K copper size

3. Straight Coupling:

   Inlet - Equal to or better than Mueller 110 compression coupling,
   or Ford pack joint to fit type K copper size
   Outlet - Iron pipe threads
   Material - Red brass
   Sizes - 3/4" and 1" Male and Female

4. Corporation Stop Couplings:

   Inlet - Inside Mueller threads
   Outlet - Copper
   Equal to or better than Mueller H-15485, 1/8 bend, or Ford pack
   joint 1/8 bend
   Material - Red brass
   Sizes - 3/4" and 1"

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

The City reserves the right to award multiple categories or line items to the lowest and best bidder. All bidders must list the manufacturer and model or part number for each product offered.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on April 1, 2016, and ending March 31, 2018, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, **within five (5) working days from issuance of purchase order**, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, February 18, 2016 in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street,
Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID
ITEM #21 CORPORATION STOP, 3-PART UNION, STRAIGHT COUPLING,
CORPORATION STOP COUPLINGSHATTIESBURG WATER DEPARTMENT,
SUBMITTED BY 10:00 A.M. February 18, 2016.

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 and all bids received and to waive informalities.

APPROVED on this, the 19th day of January A. D., 2016.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____
CITY CLERK

SPECIFICATIONS APPROVED BY:

_____

WATER DEPARTMENT

ITEM #21 - CORPORATION STOP, 3-PART UNION, STRAIGHT COUPLINGS FOR THE HATTIESBURG WATER DEPARTMENT

ITEMS	MANUFACTURER/MODEL #	UNIT BID PRICE
CORPORATION STOPS		
3/4"		
1"		
3 PART UNIONS		
3/4"		
1"		
STRAIGHT COUPLINGS		
3/4" MALE		
1" MALE		
3/4" FEMALE		
1" FEMALE		
CORPORATION STOP COUPLINGS		
3/4"		
1"		

GRAND TOTAL BID PRICE	

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

SPECIFICATIONS FOR ITEM #23: LEAK REPAIR CLAMPS, COMPRESSION FITTINGS AND BELL JOINT LEAK CLAMPS FOR THE HATTIESBURG WATER DEPARTMENT

Bidder shall bid on furnishing Leak Repair Clamps, Compression Fittings and Bell Joint Leak Clamps for the Hattiesburg Water Department, which meet or exceed the following specifications, to-wit:

1. All purpose Leak Repair Clamps equal to or exceeds Smith Blair 245 series:
   Material - Band - Stainless Steel
   Lugs - Grey iron, or malleable iron, ductile iron or stainless steel, epoxy coated
   Gaskets - Rubber compound with grid surface
   Bolts and Nuts - Galvanized, electroplated or stainless steel
   Sizes to fit - 3/4" thru 4" steel pipe
   Widths - 3" and 6"

2. Compression Fittings for Steel Water Pipe equal to or exceeds Dressen Style 65L:
   Material - Metal must be galvanized, electrocoated or corrosive resistant
   Sizes to fit - 3/4" thru 2" diameter steel pipe
   Length - 3", 5" and 7"

3. Bell Joint Leak Clamps:
   Slip joint pipe, 4" to 20" run, standard, cast iron pipe bells, with galvanized or electrocated bolts, complete with accessories

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

The City reserves the right to award multiple categories or line items to the lowest and best bidder. All bidders must list the manufacturer and model or part number for each product offered.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on April 1, 2016 and ending March 31, 2018, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, **within five (5) working days from issuance of purchase order**, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, February 18, 2016 in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID
LEAK REPAIR CLAMPS, COMPRESSION FITTINGS & BELL JOINT
LEAK CLAMPS FOR THE HATTIESBURG WATER DEPARTMENT, ITEM #23
SUBMITTED BY 10:00 A.M. February 18, 2016

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 and bids received and to waive informalities.

APPROVED on this, the 19th day of January A. D., 2016.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____
CITY CLERK

SPECIFICATIONS APPROVED BY:

_____
WATER DEPARTMENT

ITEM #23 - LEAK REPAIR CLAMPS, COMPRESSION FITTINGS AND BELL JOINT LEAK CLAMPS FOR THE HATTIESBURG WATER DEPARTMENT

LEAK REPAIR CLAMPS (ALL PURPOSE)	UNIT BID PRICE
3/4 X 3	
3/4 X 6	
1 X 3	
1 X 6	
1½ X 3	
1½ X 6	
2 X 3	
2 X 6	
3 X 3	
3 X 6	
4 X 3	
4 X 6	
TOTAL	

COMPRESSION FITTING	UNIT BID PRICE
3/4 X 3	
3/4 X 5	
3/4 X 7	
1 X 3	
1 X 5	
1 X 7	
1½ X 3	
1½ X 5	
1½ X 7	
2 X 3	
2 X 5	
2 X 7	
TOTAL	

BELL JOINT LEAK CLAMPS	UNIT BID PRICE
4"	
6"	
8"	
10"	
12"	

16"	
18"	
20"	
TOTAL	

GRAND TOTAL	

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

SPECIFICATIONS FOR ITEM #28: REPLACEMENT PARTS FOR AERATORS AT THE LAGOONS FOR THE HATTIESBURG WATER DEPARTMENT

Bidder shall bid on furnishing Replacement Parts for Aerators at the North and South Lagoons for the Hattiesburg Water Department, which meet or exceed the following specifications, to-wit:

15 H.P. Motors:

1800 RPM
208-230/460 volts 60 Hz
Motor Frame 254 T
Service Factor 1.25
U.S. Motors Catalog number U15P2D or equivalent

10 H.P. Motors

1800 RPM
208-330/460 volts 60 Hz
Motor frame 215 T
Service Factor 1.25
U.S. Motors catalog number U10P2D or equivalent

Belts

RBX048-2 or equivalent
RBX042-2 or equivalent
RBX040-2 or equivalent

Sheave and bushings

2B8.6 SK QD Sheave
2B4.6 SK QD Sheave
1-5/16 inch SK QD Bushing
1-5/8 inch SK QD Bushing

Gear Boxes

Sumitomo 215G Gear reducer 14:1 ratio or equivalent with taper grip bushing

Bolt-on Bulkhead with four bolt hole pattern or equivalent parts included in the assembly are

2-15/16" x 9" long shaft
3-7/16" plastic bearing
2 15/16" x 3 7/16" Bronze Bushing
3 7/16" Lock Collar

Pontoons

22" x 8' Aluminum floats with foam part number WAF2208F or equivalent
25" x 8' Aluminum floats with foam part number WAF2508F or equivalent
27" x 8' Aluminum floats with foam part number WAF2708F or equivalent

The City will accept the lowest and best bid for all replacement parts for the aerator. Replacement parts will be evaluated on conformance with specifications, quality, and reliability of the vendor, and will be awarded on a part by part basis.

It is not our intention to restrict or inhibit any vendor from bidding other manufacturers and/or parts than those listed in these specifications. However, the parts requested must be compatible with the existing equipment.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on April 1, 2016 and ending March 31, 2018, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, **within fourteen (14) working days from issuance of purchase order**, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, February 18, 2016, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID
REPLACEMENT PARTS FOR AERATORS AT THE LAGOONS FOR THE HATTIESBURG WATER DEPARTMENT
SUBMITTED BY 10:00 A.M. February 18, 2016

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 and bids received and to waive informalities.

APPROVED on this, the 19th day of January A. D., 2016.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

CITY CLERK

SPECIFICATIONS APPROVED BY:

_____

WATER DEPARTMENT

ITEM #28 - REPLACEMENT PARTS FOR AERATORS AT THE LAGOONS FOR THE HATTIESBURG WATER DEPARTMENT

ITEM	MANUFACTURER/MODEL #	UNIT BID PRICE
15 H.P. Motors		
10 H.P. Motors		
RBX048-2 Belt (or equivalent)		
RBX042-2 Belt (or equivalent)		
RBX040-2 Belt (or equivalent)		
2B8.6 SK QD Sheave		
2B4.6 SK QD Sheave		
1-5/16" SK QD Bushing		
1-5/8" SK QD Bushing		
Sumitomo 215G Gear Reducer 14:1 ratio (or equivalent)		
2-15/16" x 9" long shaft		
3-7/16" plastic bearing		
2 15/16" x 3 7/16" Bronze Bushing		
3 7/16" Lock Collar		
22" x 8' Aluminum floats		
25" x 8' Aluminum floats		
27" x 8' Aluminum floats		
TOTAL BID PRICE		

_____

_____

NAME OF COMPANY

_____

STREET/P.O. ADDRESS

_____

CITY/STATE & ZIP CODE

_____

PHONE NUMBER & FAX NUMBER

_____

DATE OF BID

_____

OFFICIAL'S NAME & TITLE

_____

OFFICIAL'S SIGNATURE

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 18, 2016 in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies for the Hattiesburg Water Department during the period beginning April 1, 2016 to-wit:

ITEM# 6	**TOW-WAY FIRE HYDRANTS**
ITEM# 7	**THREE-WAY FIRE HYDRANTS**
ITEM #8	**STAINLESS STEEL FULL CIRLE REPAIR CLAMPS**
ITEM #11	**CHORINE GAS IN ONE (1) TON AND 150LB CONTAINERS**
ITEM# 13	**SODIUM FLOUROSILICATE AND SODIUM FLOURIDE**
ITEM #17	**PLASTIC FLEXIBLE COULINGS AND CONNECTIONS CONSTRUCTED OF ELASTOMERIC POLYVINYL CHLORIDE**
ITEM #20	**FURNISH LABOR, EQUIPMENT, MATERIAL FOR INSTALLATION OF DUCTILE IRON OR PVC WATER LINES AND FITTINGS**
ITEM #21	**CORPORATION STOP, 3-PART UNION, STRAIGHT COUPLINGS**
ITEM #23	**LEAK REPAIR CLAMPS, COMPRESSION FITTINGS AND BELL JOINT LEAK CLAMPS**
ITEM #28	**REPLACEMENT PARTS FOR S & N AERATORS AT THE NORTH AND SOUTH LAGOONS**

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

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 19th day of January, 2016.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)

City of Hattiesburg, MS

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

Master

File Number: 2016-2399

File ID:	2016-2399	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	01/12/2016
Brief Title:	Sale of grave spaces			**Final Action:**	
				Minute Book Number:	MB2016-20

Title:
Approve the sale of grave spaces, per attached memo.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Deeds- 1-19-2016, Receipts-Grave-1-19-16, executed Deeds- 1-19-2016	**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	01/19/2016					

Text of Legislative File 2016-2399

Title

Approve the sale of grave spaces, per attached memo.

Summary

Sale of grave spaces

Budget Information

Expenditure Type

Purchasing Item

Publication Information

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars ($150.00), 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 Tilton F. Sullivan, Sr , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W ½) of the Southwest Quarter (SW¼)

Lot Number : 63 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of January, 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 Deputy 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 19th day of January, 2016.

My Commission Expires:

_____
NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of FORTY-FIVE AND NO/100 Dollars ($45.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Trinity Diane Jordan, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Baby Space #28

Lot Number: 1 Section Number: 3

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of January, 2016.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and 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 19th day of January, 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 James Nelson, Jr. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 55 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of January, 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 19th day of January, 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 Myrtle Wigley. 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 Southwest Quarter (SW ¼)

Lot 55 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of January, 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 19th day of January, 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 Donald Burkett. 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 Southwest Quarter (SW ¼)

Lot 68 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 19th day of January, 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 19th day of January, 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 Nora L. 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:

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 41 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of January, 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 19th day of January, 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 Mildred Baker subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 34 Section 33

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of January, 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 19th day of January, 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 Peggy Broome Hall subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 61 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of January, 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 19th day of January, 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, Clifton & Lola McGee subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¼)

Lot Number 72 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 19th day of January, 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 19th day of January, 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 Richard Barnes 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 91 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 19th day of January, 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 19th day of January, 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 Major Campbell subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 4 Section 33

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of January, 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 19th day of January, 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 Wanda J. Stegall 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 30 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of January, 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 19th day of January, 2016.

My Commission Expires:

_____

NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars ($150.00), 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 Modesia Williams , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W ½) of the Northeast Quarter (NE¼)

Lot Number : 64 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of January, 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 Deputy 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 19th day of January, 2016.

My Commission Expires:

_____
NOTARY PUBLIC

_____

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 12-21- 20 15

SOLD TO:

Mr.. Mrs. Miss Mildred Baker

ADDRESS 622 New Orleans St Hattiesburg, ms. 3940

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 34 Section No. 33 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

ck# 7120

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

Supt. of City Cemeteries

Mail to:
604 Lamar Ave
Hattiesburg, ms. 39402

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 12- 21 20 15

SOLD TO:

Mr.. Mrs. Miss Peggy Broome Hall

ADDRESS 805 Hardy St, Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NE 1/4 Lot No. 61 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

ck# 9146

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 12-21- 20 15

SOLD TO:

Mr.. Mrs. Miss Clifton + Lola MC Gee

ADDRESS 605 Hall Ave, Hattiesburg, ms. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

— 1/2 SW 1/4 Lot No. 72 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 Bourne

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 01/04 20 16

SOLD TO:

Mr.. Mrs. Miss Myrtle Wigley

ADDRESS 1709 James St. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 55 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Ck#-3479

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Barnes

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 12-16- 20 15

SOLD TO:

Mr.. Mrs. Miss Donald Burkett

ADDRESS 622 New Orleans St. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 68 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Ck # 11726 (Century)

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Barnes

Supt. of City Cemeteries

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mail to:
Robert Hogan
2 Chandler LN,
Petal, MS. 39465

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 12-17- 20 15

SOLD TO:

Mr.. Mrs. Miss Nora L. Lofton

ADDRESS 115 E. 3rd St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 41 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

ck # 122

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Barnes

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 12 21 20 15

SOLD TO:

Mr.. Mrs. Miss Tilton F. Sullivan Sr.

ADDRESS 35 South Hills Dr. Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W 1/2 SW 1/4 Lot No. 63 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space $ 150.00

Price Received $ 150.00

CITY OF HATTIESBURG, MISSISSIPPI

By Joel H Williams

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 01-06- 20 16

SOLD TO:

Mr.. Mrs. Miss Trinity Diane Jordan

ADDRESS 118 Ellis DR #1, Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 1/4 Lot No. 1 Section No. 3 in Highland Cemetery

Baby space #28

Number of grave spaces 1 Price per grave space $ 45.00

Price Received $ 45.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burnett

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 12-30- 20 15

SOLD TO:

Mr.. Mrs. Miss James Nelson, JR

ADDRESS 307 Park Ave. Hattiesburg, ms. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 55 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burnett

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 01-11- 2016

SOLD TO:

Mr.. Mrs. Miss Richard Barnes

ADDRESS 622 New Orleans St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ SW ¼ Lot No. 91 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

ck # 11818 (century)

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burnes

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 01-11- 2016

SOLD TO:

Mr.. Mrs. Miss Major Campbell

ADDRESS 622 New Orleans St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ NE ¼ Lot No. 4 Section No. 33 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

ck # 11817 (century)

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burnes

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

601-466-5131

Hattiesburg, Miss., Jan. 8 2016

SOLD TO:

Mr.. (Mrs.) Miss Wanda J. Stegall

ADDRESS 514 Rebecca Ave. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ SW ¼ Lot No. 30 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Mail to:
P.O. Box 245
Hattiesburg, MS 39401

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 01-11- 2016

SOLD TO:

Mr.. Mrs. Miss Modesia Williams

ADDRESS 5752 Hwy 49 S. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W 1/2 NE 1/4 Lot No. 64 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space $ 150.00

Price Received $ 150.00

Ck # 7631 (A+A)

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bruce
Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars ($150.00), 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 Tilton F. Sullivan, Sr , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W ½) of the Southwest Quarter (SW¼)

Lot Number : 63 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of January, 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 Deputy 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 19th day of January, 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 FORTY-FIVE AND NO/100 Dollars ($45.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Trinity Diane Jordan, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Baby Space #28

Lot Number: 1 Section Number: 3

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of January, 2016.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and 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 19th day of January, 2016.

My Commission Expires: NOTARY PUBLIC

11-6-16

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 James Nelson, Jr. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 55 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of January, 2016.

ATTEST:

CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 19th day of January, 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 Myrtle Wigley. 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 Southwest Quarter (SW ¼)

Lot 55 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of January, 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 19th day of January, 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 Donald Burkett. 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 Southwest Quarter (SW ¼)

Lot 68 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 19th day of January, 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 19th day of January, 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 Nora L. 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:

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 41 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of January, 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 19th day of January, 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 Mildred Baker subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 34 Section 33

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of January, 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 19th day of January, 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 Peggy Broome Hall subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 61 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of January, 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 19th day of January, 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, Clifton & Lola McGee subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¼)

Lot Number 72 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 19th day of January, 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 19th day of January, 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 Richard Barnes 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 91 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 19th day of January, 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 19th day of January, 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 Major Campbell subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 4 Section 33

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of January, 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 19th day of January, 2016.

My Commission Expires:
11-6-16

NOTARY PUBLIC

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 4372
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 Wanda J. Stegall 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 30 Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of January, 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 19th day of January, 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
SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars ($150.00), 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 Modesia Williams , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W ½) of the Northeast Quarter (NE¼)

Lot Number : 64 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 19th day of January, 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 Deputy 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 19th day of January, 2016.

My Commission Expires:

11-6-16

NOTARY PUBLIC

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2018
FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

CORRECTED 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, Tillman Branch, Jr. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 70 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 19th day of May, 2015.

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 19th day of May, 2015

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

CORRECTED DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars ($150.00), 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 Earnest Conerly , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W ½) of the Northwest Quarter (NW¼)

Lot Number : 99 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of December, 2015.

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 Deputy 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 8th day of December, 2015.

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

CORRECTED 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 Mary Hosey 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 Southwest Quarter (SW ¼)

Lot 108 Section 25

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of December, 2015.

ATTEST:

CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 8th day of December, 2015.

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

City of Hattiesburg, MS

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

Master

File Number: 2016-2401

File ID:	2016-2401	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	01/12/2016
Brief Title:	Public Works Term Bids.			**Final Action:**	
				Minute Book Number:	MB2016-20

Title:

Approve Specifications and Authorize Publication of Advertisement for Various Term Bid Items for the City of Hattiesburg Public Works Department beginning April 1, 2016.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Notice to Bidder- Public Works Term Bids, #2 PW, #8 PW, #12 PW, #15 PW, #21 PW, #23 PW, #24 PW, #25 PW, #26 PW, executed Notice to Bidder- Public Works Term Bids	**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	01/19/2016					

Text of Legislative File 2016-2401

Title

Approve Specifications and Authorize Publication of Advertisement for Various Term Bid Items for the City of Hattiesburg Public Works Department beginning April 1, 2016.

Summary

Term Bids for Public Service Department.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 18, 2016, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies for the Hattiesburg Public Services during the period beginning April 1, 2016 to-wit:

ITEM #2 REPAIR AND REHABILITATION OF CITY STREETS FOR THE ENGINEERING DEPARTMENT

ITEM #8 FURNISH TOWING SERVICES FOR CITY-OWNED VEHICLES

ITEM #11 VEHICLE LOOP SEALANT FOR THE TRAFFIC MAINTENANCE DIVISION/PUBLIC SERVICES DEPARTMENT

ITEM #12 FURNISH AND INSTALL VARIOUS CHAIN LINK & VINYL COATED FENCING FOR THE PUBLIC SERVICES DEPARTMENT

ITEM #15 ACRYLIC WATERBORNE TRAFFIC MARKING PAINT FOR THE CITY OF HATTIESBURG, MISSISSIPPI

ITEM #21 SAND, GRAVEL AND FILL DIRT FOR THE PUBLIC SERVICES DEPARTMENT

ITEM #23 CORRUGATED HOPE DRAINAGE PIPE FOR THE PUBLIC SERVICES DEPARTMENT

ITEM #24 ROCK FOR RIPRAP FOR THE PUBLIC SERVICES DEPARTMENT

ITEM #25 CONCRETE CURB AND GUTTER AND CONCRETE WALKS FOR THE PUBLIC SERVICES DEPARTMENT

ITEM #26 SANITARY SEWER LINE AND STORM SEWER REPAIR REPLACE MENT AND NEW INSTALLATION AS PROVIDED HEREIN FOR THE PUBLIC SERVICES DEPARTMENT

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM on which bid is being made and the DATE OF THE BID OPENING.

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 19th day of January, 2016.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)

SPECIFICATIONS FOR ITEM #2: REPAIR AND REHABILITATION OF CITY STREETS FOR THE ENGINEERING DEPARTMENT

Bidder shall bid on furnishing materials, labor and equipment to repair and rehabilitate city streets for the Engineering Department which meets or exceeds the Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2004, together with all provisions and/or addendum to the standards, amendments and/or special duty approved and adopted.

Bidder will be properly licensed within the State of Mississippi for street construction work and will place license number and certificate of responsibility number on bid and in the lower left hand corner of the envelope as required by law.

Temporary traffic control for construction zones is included in bid price and subject to referenced specifications.

Work performed under the terms of this contract shall not exceed one hundred and fifty thousand dollars ($150,000.00) per project as provided by state law. The City of Hattiesburg reserves the right to bid any and all projects, as determined by the City Engineer, on an individual basis and have said work performed by the successful bidder, or have work performed under this contract, whichever is in the City=s best interest.

It is the intent of the City of Hattiesburg to award one contract for all items contained herein.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars ($1,000,000.00) for bodily injury and property damage.

Asphalt prices will be subject to fuel adjustments as per the 2004 edition of the Mississippi Department of Transportation Astandard specifications for Road and Bridge Construction,@ Section 109.07 of said specifications.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PRICES shall be FIRM for a period beginning on April 1, 2016, and ending March 31, 2017, items to be purchased as required.

DELIVERY: F.O.B. Hattiesburg, Mississippi, within 120 days from the date the order is received by the accepted bidder. Ship in full, freight prepaid. No partial shipment accepted.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, February 18, 2016, in the City Clerk=s Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City=s requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID
REPAIR AND REHABILITATION OF CITY STREETS
ENGINEERING DEPARTMENT, ITEM #2
SUBMITTED BY 10:00 A.M. FEBRUARY 18, 2016
CERTIFICATE OF RESPONSIBILITY NO. _____

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 and all bids received and to waive informalities.

APPROVED on this, the 19th day of January A. D., 2016.

BY:_____
CITY CLERK

SPECIFICATIONS APPROVED BY:

_____
ENGINEERING DEPARTMENT

BID FORM FOR ITEM #2-REPAIR & REHABILITATION OF CITY STREETS FOR THE ENGINEERING DEPARTMENT

PAY ITEM #	PAY ITEM	UNITS	UNIT PRICE
201-B	Clearing and Grubbing	Acre	
202-A	Removal of Existing Traffic Stripe	L.F.	
202-A	Removal of Rail Crossing: Rail Lines and Ties	each	
202-B	Removal of Traffic Stripe by Grinding	L.F.	
203-A	Unclassified Excavation	C.Y.	
203-I	Motor Grader per Hour	hour	
209-A	Geotextile Stabilization, Type V	S.Y.	
225-A	Grassing	Acre	
304-A	Granular Material, Class 9, Group C	C.Y.	
304-F	Crushed Stone or Crushed Concrete Base, size 825, Roadbed Construction	ton	
304-H	Crushed Stone or Crushed Concrete Base, size 825, Base Repair	ton	
307-C	8" Soil-Lime-Water Mixing	S.Y.	
307-D	Lime	ton	
308-A	Portland Cement	ton	
308-B	8" Soil-Cement-Water Mixing at 5% Concentration	S.Y.	
403-A	SC-1 Hot Mix Asphalt Surface Course	ton	
403-M	BB-1 Hot Mix Asphalt Base Course	ton	
406-A	Cold Milling of Asphalt Pavement	ton	
407-A	Asphalt for Tack Coat, EA-4	gallon	
413-A	Joint Sealer Material	gallon	
413-C	Cleaning and Sealing Cracks/Joints	L.F.	
450	Milling Purchase B Price for Contractor to sell milled asphalt material to City of Hattiesburg	ton	
625-A	4" Painted Traffic Stripe, Skip White & Yellow	L.F.	

625-C	4" Painted Traffic Stripe, Continuous White & Yellow	L.F.	
625-E	4" Painted Detail Traffic Stripe	L.F.	
625-F	Painted Legend	S.F.	
626-A	4"Thermoplastic Traffic Stripe, Skip White or Yellow, 90 Mil Thickness	L.F.	
626-B	4" Thermoplastic Traffic Stripe, Continuous White or Yellow, 90 Mil Thickness	L.F.	
626-G	Thermoplastic Detail Stripe 4" equivalent, 90 Mil Thickness	L.F.	
626-H	Thermoplastic Legend, 90 Mil Thickness	S.F.	
627-C	Red-Clear Reflective Raised Markers	each	
627-D	Two-Way Yellow Reflective Raised Markers	each	

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & EMAIL

DATE OF BID

OFFICIAL=S NAME & TITLE

OFFICIAL=S SIGNATURE

SPECIFICATIONS FOR ITEM #8: FURNISH TOWING SERVICES FOR CITY-OWNED VEHICLES

Bidder shall bid on furnishing towing services for city-owned vehicles which meet or exceed the following specifications, to-wit:

1. The successful bidder will provide services on a twenty-four (24) hour, seven (7) days a week basis. Response to all calls shall be made in a reasonable time frame not to exceed one (1) hour from request for service.

2. Provided services shall include lifting, pulling and/or winching vehicles from any point required by the City of Hattiesburg and towed to destination designated by the City. No additional charges such as dolly fees or winching fees, will be allowed.

3. The successful bidder must perform towing services for all calls and must own towing equipment capable of lifting and towing vehicles up to 80,000 pounds.

4. Successful vendor must meet all State and City licenses, permits or ordinances and insurance requirements.

5. Unit bid prices offered for each unit shall cover services provided within the corporate limits of the City of Hattiesburg. Services performed outside the corporate city limits shall be based upon mileage traveled from city limits to pick-up point.

6. All bids shall be submitted using the following format:

UNIT DESCRIPTION	BASE IN-TOWN BID PRICE	OUT-OF-TOWN PER-MILE COST
Motorcycles		
Cars		
Vans		
Mass Transit Buses		
Light Trucks		
Medium Truck to 20,000 lbs		
Heavy Trucks to 80,000 lbs		
Cost of additional wrecker unit(s) when required		

Small Wrecker		
Large Wrecker		

NAME OF COMPANY

STREET/P.O. ADDRESS

STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

PRICES shall be FIRM for a period beginning on April 1, 2016, and ending March 31, 2018, services to be furnished as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, February 18, 2016, in the City Clerk=s Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City=s requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID
TOWING SERVICES FOR THE CITY-OWNED VEHICLES, ITEM #8
SUBMITTED BY 10:00 A.M. FEBRUARY 18, 2016

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 and all bids received and to waive informalities.

APPROVED on this, the 19th day of January A. D., 2016.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____

CITY CLERK

SPECIFICATIONS APPROVED BY:

_____

PUBLIC SERVICES DEPARTMENT

SPECIFICATIONS FOR ITEM #11: VEHICLE LOOP SEALANT FOR THE TRAFFIC MAINTENANCE DIVISION/PUBLIC SERVICES DEPARTMENT

Bidder shall bid on furnishing Vehicle Loop Sealant for the Traffic Maintenance Division/Public Services Department, which meets or exceeds the following specifications, to-wit:

SPECIFICATIONS:

Material shall be a polyurethane system conforming to the requirements herein. The system shall be manufactured specifically for this use and shall be used in accordance with the manufacturer=s instructions. The system shall be dielectric, have no detrimental effect on cable insulation, and bond to either Portland cement or bituminous concrete paving with minimal shrinkage. The material shall, when cured, retain flexible characteristics and accommodate movement associated with Portland cement and bituminous concrete pavements. The material shall not track in hot weather and be suitable for applying when the surface temperature is between 50°F and 130°F.

The material shall be resistant to the effects of weather, vehicular abrasion, motor oils, gasoline, antifreeze solution, brake fluid, and deicing chemicals normally encountered.

Polyurethane System - The polyurethane sealant shall be a one-part elastomeric compound requiring no mixing or application of heat prior to or during installation. The sealant shall meet the following additional requirements:

PROPERTY	REQUIREMENT	TEST PROCEDURE
Hardness, Shore A	85 Maximum	ASTM D-2240
Tensile Strength	500 Minimum	ASTM D-412
Elongation, %	250 Minimum	ASTM D-412

Adhesion in Peel, lbs/in	10 Minimum	ASTM D-903
Track-Free Time (Polyethylene Film), hrs	24 Maximum	N/A
Shelf Life, months	6 Minimum	N/A

Estimated quantity to be used in time period referenced: 75 - 100 cases.

Bidder shall bid on sealant in one (1) liter ply pack tubes. Bidder shall submit price per case basis and list number of tubes per case.

Bidder shall supply property data of product offered in bid proposal.

PRICES shall be FIRM for a period beginning on April 1, 2016, and ending March 31, 2018, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, as indicated on Purchase Order, freight prepaid.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, February 18, 2016, in the City Clerk=s Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City=s requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID

VEHICLE LOOP SEALANT -

PUBLIC SERVICES DEPARTMENT, ITEM #11

SUBMITTED BY 10:00 A.M. FEBRUARY 18, 2016

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 and all bids received and to waive informalities.

APPROVED on this, the 19TH day of January A. D., 2016.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____

CITY CLERK

SPECIFICATIONS APPROVED BY:

_____

PUBLIC SERVICES DEPARTMENT

SPECIFICATIONS FOR ITEM #12: FURNISH AND INSTALL VARIOUS CHAIN LINK & VINYL COATED FENCING FOR THE PUBLIC SERVICES DEPARTMENT

Bidder shall bid on furnishing and installing various chain link & vinyl coated fencing for the Public Services Department, which meets or exceeds the following specifications, to-wit:

INSTALLATION ..... Bidder shall bid cost of installing the items listed on bid form on a per linear foot basis

FABRIC ..... #6 Gauge wire woven in 2" mesh, with barbed selvages top and bottom - galvanized to current U.S. standards. Quote per linear foot on sizes listed on bid form.

TOP RAILS ..... Sizes listed on bid form

SCHEDULE 40 PIPE ..... 1-5/8 X 21 per 100 feet

TENSION BARS (light) ..... Sizes listed on bid form

TENSION BARS (galvanized) ..... Sizes listed on bid form

HARDWARE ITEMS ..... Sizes and items listed on bid form

TUBING CUT POSTS ..... Sizes listed on bid form

SCHEDULE 40 CUT POSTS ..... Sizes listed on bid form

RAIL END CUPS ..... Sizes and items listed on bid form

LINE POST TOPS ..... Aluminum sizes listed on bid form
Steel sizes listed on bid form

HINGES ..... Sizes listed on bid form

TIE WIRE ..... Sizes and items listed on bid form

POST CAPS ..... Steel sizes listed on bid form

(corner posts) ..... Aluminum sizes listed on bid form

TENSION WIRE ..... #7 Gauge Spring Coil per linear foot

TENSION WIRE ..... #11 Gauge Twist Tension Wire per linear foot

BARBWIRE ..... 122 Gauge 4 point steel per linear foot

WALK GATES ..... Sizes listed on bid form

(with all hardware)

WALK GATES ..... Schedule 40 Pipe with welded corners and #9 (with all hardware) gauge wire. Sizes listed on bid form

DOUBLE DRIVE GATES ..... Sizes listed on bid form

(with all hardware)

DOUBLE DRIVE GATES ..... With Commercial Drop Rod Assembly

(with all hardware) Size listed on bid form

DOUBLE DRIVE GATES .....Schedule 40 Pipe with welded corners and #9 (with all hardware) gauge wire. Sizes listed on bid form

ROLL-A-WAY GATES .....Schedule 40 Pipe with welded corners and #9 (with all hardware) gauge wire. Sizes listed on bid form

STEEL BRACE BANDS .....Sizes listed on bid form

BARBWIRE ARMS.....Sizes listed on bid form
(45 or 90 Degree)

SLEEVES .....Sizes listed on bid form

All work shall be coordinated with and meet the final approval of the City of Hattiesburg, Construction/Maintenance Division. Contractor shall notify the City of Hattiesburg, Construction/Maintenance Division before beginning all projects assigned and upon completion of each project. All work must be completed within the time specified on the Purchase Order.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars ($1,000,000.00) for bodily injury and property damage.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PRICES shall be FIRM for a period beginning on April 1, 2016, and ending March 31, 2018, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, as indicated on Purchase Order, freight prepaid.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, February 18, 2016, in the City Clerk=s Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City=s requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID
CHAIN LINK & VINYL COATED FENCING -
PUBLIC SERVICES DEPARTMENT, ITEM #12
SUBMITTED BY 10:00 A.M. FEBRUARY 18, 2016

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 and all bids received and to waive informalities.

APPROVED on this, the 19TH day of January A. D., 2016.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____

CITY CLERK

SPECIFICATIONS APPROVED BY:

_____

PUBLIC SERVICES DEPARTMENT

ITEM #12 - FURNISH AND INSTALL VARIOUS CHAIN LINK & VINYL COATED FENCING FOR THE PUBLIC SERVICES DEPARTMENT

FENCE INSTALLATION (LABOR)	CHAIN LINK FENCE	VINYL COATED FENCE
	PER FOOT	PER FOOT
4' CHAIN LINK		
5' CHAIN LINK		
6' CHAIN LINK		
8' CHAIN LINK		
10' CHAIN LINK		
12' CHAIN LINK		
BARBWIRE-ABOVE 4' FENCE		
BARBWIRE-ABOVE 5' FENCE		
BARBWIRE-ABOVE 6' FENCE		
TOTAL		

FABRIC	PER 100'	PER 100'
2 X 9 X 48		
2 X 9 X 60		
2 X 9 X 72		
2 X 9 X 96 (TENNIS COURT WIRE 9 GAUGE)		
2 X 11 X 120 (TENNIS COURT WIRE 9 GAUGE)		
2 X 12 X 48 (9 GAUGE)		
2 X 12 X 60 (9 GAUGE)		
2 X 12 X 72 (9 GAUGE)		
TOTAL		

TOP RAILS	EACH	EACH
1-5/8 X .047 X 21		
1-5/8 X .047 X 22		
1-5/8 X .047 X 24		
1-5/8 X .035 X 21		
TOTAL		

SCHEDULE 40 PIPE	PER 100'	PER 100'
1-5/8 X 21		

TENSION BARS (LIGHT)	EACH	EACH
3/16 X 3/4 X 96		
3/16 X 3/4 X 119		
3/16 X 3/4 X 143		
3/16 X 5/8 X 47		
3/16 X 5/8 X 59		
3/16 X 5/8 X 71		
TOTAL		

TENSION BANDS (GALVANIZED)	CHAIN LINK FENCE	VINYL COATED FENCE
	EACH	EACH
1-3/8 X 3/4		
1-5/8 X 3/4		
2 X 3/4		
2-3/8 X 3/4		
3 X 3/4		
4 X 7/8		
6-5/8 X 7/8		
8-5/8 X 7/8		
TOTAL		

HARDWARE ITEMS	EACH	EACH
1/4 X 3/4 CARRIAGE BOLTS		
5/16 X 1-1/4 CARRIAGE BOLTS		
5/16 X 2 CARRIAGE BOLTS		
5/16 X 2-1/2 CARRIAGE BOLTS		
5/16 X 3 CARRIAGE BOLTS		
5/16 X 4-1/2 CARRIAGE BOLTS		
3/8 X 1-1/4 CARRIAGE BOLTS		
3/8 X 1-1/2 CARRIAGE BOLTS		
3/8 X 2 CARRIAGE BOLTS		

3/8 X 2-1/4 CARRIAGE BOLTS		
3/8 X 2-1/2 CARRIAGE BOLTS		
3/8 X 3 CARRIAGE BOLTS		
3/8 X 3-1/2 CARRIAGE BOLTS		
1/4 X 2 MACHINE BOLTS		
5/8 X 4-1/2 WOOD LAG (MALE)		
5/8 X 4-1/2 J. BOLT MALE HINGE		
5/8 X 8 J. BOLT MALE HINGE		
5/8 X 12 J. BOLT MALE HINGE		
TOTAL		

TUBING CUT POSTS	CHAIN LINK FENCE	VINYL COATED FENCE
	EACH	EACH
1-5/8" X 5'6" X .042		
1-5/8" X 6'6" X .042		
1-5/8" X 5'6" X .047		
1-5/8" X 6'6" X .047		
1-5/8" X 7'0" X .047		
1-5/8" X 7'6" X .047		
1-5/8" X 8'0" X .047		
1-5/8" X 5'6" X .055		
1-5/8" X 6'6" X .055		
1-5/8" X 7'0" X .055		

TUBING CUT POSTS (CONT=D)	CHAIN LINK FENCE	VINYL COATED FENCE
	EACH	EACH
1-5/8" X 7'4" X .055		
1-5/8" X 8'0" X .055		
1-5/8" X 5'6" X .065		
1-5/8" X 7'0" X .065		
1-5/8" X 8'0" X .065		
2" X 7'0" X .055		
2" X 8'0" X .055		
2" X 7'0" X .065		
2" X 8'0" X .065		

2-3/8" X 5'6" X .047		
2-3/8" X 6'6" X .047		
2-3/8" X 7'6" X .047		
2-3/8" X 5'6" X .055		
2-3/8" X 6'6" X .055		
2-3/8" X 7'0" X .055		
2-3/8" X 7'4" X .055		
2-3/8" X 8'0" X .055		
TOTAL		

SCHEDULE 40 CUT POSTS	CHAIN LINK FENCE	VINYL COATED FENCE
	EACH	EACH
2" X 6'		
2" X 8'		
2" X 8'8"		
2" X 9'		
2" X 10'		
2" X 10'6"		
2" X 12'		
2-1/2" X 6'		
2-1/2" X 8'		
2-1/2" X 8'8"		
2-1/2" X 9'		
2-1/2" X 10'		
2-1/2" X 10'6"		
2-1/2" X 12'		
2-1/2" X 14'		
2-1/2" X 16'		
2-1/2" X 18'		
2-1/2" X 21'		
3" X 6'		
3" X 8'		
3" X 8'8"		

SCHEDULE 40 CUT POSTS (CONT=D)	CHAIN LINK FENCE	VINYL COATED FENCE
	EACH	EACH
3" X 9'		
3" X 10'		
3" X 10'6"		
3" X 12'		
3" X 14'		
3" X 16'		
3" X 18'		
3" X 21'		
4" X 6'		
4" X 8'		
4" X 8'8"		
4" X 9'		
4" X 10'		
4" X 10'6"		
4" X 12'		
4" X 14'		
4" X 16'		
4" X 18'		
4" X 21'		
TOTAL		

RAIL END CUPS	EACH	EACH
1-5/8" ALUMINUM		
1-5/8" STEEL COMBO		
1-5/8" TWO HOLE BRACE		
TOTAL		

LINE POST TOPS-ALUMINUM	EACH	EACH
1-5/8" X 1-5/8"		
2" X 1-5/8"		
2-1/2" X 1-5/8"		
3" X 1-5/8"		
TOTAL		

LINE POST TOPS-STEEL	EACH	EACH
1-5/8" X 1-5/8"		
2" X 1-5/8"		
2-1/2" X 1-5/8"		
3" X 1-5/8"		
TOTAL		

HINGES	CHAIN LINK FENCE	VINYL COATED FENCE
	EACH	EACH
2-1/2" X 1-5/8" 90 DEGREE GATE HINGE		
6-5/8" X 1-5/8" OR 2" 90 DEGREE GATE HINGE		
3 X 1-5/8" 90 DEGREE		
3 X 2" 90 DEGREE		
4 X 1-5/8" 90 DEGREE		
4 X 2" 90 DEGREE		
TOTAL		

TIE WIRE	PER 100'	PER 100'
NUMBER 33-11 GAUGE ALUMINUM		
NUMBER 13-9 GAUGE ALUMINUM		
NUMBER 16-9 GAUGE ALUMINUM		
NUMBER 26-9 GAUGE ALUMINUM		
6-1/2" 12 GAUGE STEEL	PER CASE	PER CASE
8-1/4" 12 GAUGE STEEL	PER CASE	PER CASE
TOTAL		

POST CAPS-CORNER POSTS (STEEL)	EACH	EACH
2-1/2"		
3"		
4"		
6-5/8"		
TOTAL		

POST CAPS-CORNER POSTS (ALUMINUM)	EACH	EACH
2-1/2"		
3"		
4"		
6-5/8"		
TOTAL		

TENSION WIRE	LINEAR FOOT	LINEAR FOOT
#7 GAUGE SPRING COIL		
#11 GAUGE TWIST TENSION WIRE		
TOTAL		

BARBWIRE	LINEAR FOOT	LINEAR FOOT
12-1/2 GAUGE 4 POINT STEEL		

WALK GATES WITH ALL HARDWARE	CHAIN LINK FENCE	VINYL COATED
	EACH	EACH
42 X 48		
42 X 60		
48 X 72		
TOTAL		

WALK GATES WITH ALL HARDWARE - SCHEDULE 40 PIPE WITH WELDED CORNERS AND #9 GAUGE WIRE	EACH	EACH
48 X 48		
60 X 48		
72 X 48		
96 X 48		
120 X 48		
120 X 60 SINGLE GATE		
TOTAL		

DOUBLE DRIVE GATES WITH ALL HARDWARE	EACH	EACH
12 X 48		

12 X 60		
12 X 72		
TOTAL		

DOUBLE DRIVE GATES WITH ALL HARDWARE AND COMMERCIAL DROP ROD ASSEMBLY	EACH	EACH
120 X 72		

DOUBLE DRIVE GATES WITH ALL HARDWARE - SCHEDULE 40 PIPE WITH WELDED CORNERS AND #9 GAUGE WIRE	EACH	EACH
120 X 48		
120 X 60		
120 X 72		
144 X 48		
144 X 60		
144 X 72		
TOTAL		

ROLL-A-WAY GATES WITH ALL HARDWARE - SCHEDULE 40 PIPE WITH WELDED CORNERS AND #9 GAUGE WIRE	EACH	EACH
16' X 6'		
16' X 8'		
TOTAL		

STEEL BRACE BANDS	CHAIN LINK FENCE	VINYL COATED FENCE
	EACH	EACH
1-3/8" X 3/4"		
1-5/8" X 3/4"		
2" X 3/4"		
2-3/8" X 3/4"		
3" X 3/4"		
4" X 7/8"		
6-5/8" X 7/8"		
8-5/8" X 7/8"		

TOTAL		

BARBWIRE ARMS - 45 OR 90 DEGREE	EACH	EACH
1-5/8" X 1-5/8"		
2" X 1-5/8"		
2-1/2" X 1-5/8"		
TOTAL		

SLEEVES	EACH	EACH
1-3/8" X 6"		
1-5/8" X 6"		
TOTAL		

GRAND TOTAL BID PRICE		

NAME OF COMPANY

STREET/P. O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

SPECIFICATIONS FOR ITEM #15: ACRYLIC WATERBORNE TRAFFIC MARKING PAINT FOR THE CITY OF HATTIESBURG, MISSISSIPPI

Bidder shall bid on the following:

ACRYLIC WATERBORNE TRAFFIC MARKING PAINT

Packaged in five (5) gallons containers

Pickup by City inside Hattiesburg Corporation Limits

Dealer guarantee quality and replacement of material for a period of three (3) months

Bid quote shall be one (1) price per gallon regardless of color

Color: Flat Yellow and White

Paint shall be for use on concrete, asphalt or bituminous and brick pavements

Paint shall be a quick drying, ready-to-use, solvent thinned zone marking paint, for use either along in marking traffic lanes on streets or in conjunction with glass beads for producing reflectorized traffic lanes on streets

Paint shall have a bright and attention-compelling flat finish; excellent resistance to traffic, weather, oil, water and common salts used in ice removal; extreme durability and adhesion; and high-hiding

Paint shall be manufactured for easy application with brush or spray rig

Paint shall set to touch in not more than 15 minutes; shall dry hard so there will be no pickup under traffic within 60 minutes under normal conditions

Coverage: 320 linear feet of standard 4" stripe per gallon

Solids Content: By Volume - 45 +/- 2%

Weight Solids: 65% +/- 2% minimum

Flash Point: Nonflammable

Ready to use: No premixing

Vehicle Type: 100% acrylic emulsion polymer (latex)

Density: (lbs/gal) 12.4 - 12.8 White/Yellow

DELIVERY: F.O.B. Hattiesburg, Mississippi, as indicated on Purchase Order, freight prepaid. A maximum of thirty (30) days delivery time is required.

Estimated amount per order, 50 gallons per color.

IMPORTANT: All bidders shall address each requirement of these specifications in their bid for evaluation purposes. Failure to comply could result in disqualification of the proposal.

All bidders shall upon oral request by the City, supply a minimum of five (5) gallons of the product offered at no cost to the City for evaluation purposes.

PRICES shall be FIRM for a period beginning on April 1, 2016, and ending March 31, 2018, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, February 18, 2016, in the City Clerk=s Office

in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City=s requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID
ACRYLIC WATERBORNE TRAFFIC MARKETING PAINT -
CITY OF HATTIESBURG, MISSISSIPPI, ITEM #15
SUBMITTED BY 10:00 A.M. FEBRUARY 18, 2016

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 and all bids received and to waive informalities.

APPROVED on this, the 19TH day of January A. D., 2016.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____

CITY CLERK

SPECIFICATIONS APPROVED BY:

_____

PUBLIC SERVICES DEPARTMENT

SPECIFICATIONS FOR ITEM #21: SAND, GRAVEL AND FILL DIRT FOR THE PUBLIC SERVICES DEPARTMENT

Bidder shall quote prices per ton on the following:

Washed Road Gravel	Shaker Sand
Concrete Gravel	Concrete Sand
Pea Gravel	Mason Sand
Torpedo Gravel	Road Bed Topping
Crushed Gravel	

Bidder shall quote prices per cubic yard on the following:

Clay Gravel
Top Soil
Fill Dirt (Plastic Index - P.I. 10-15)

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on April 1, 2016, and ending March 31, 2018, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: Prices to be given for above items dumped in City trucks at pit, and F.O.B. Hattiesburg,

Mississippi, hauled and placed at job site as directed by the City.

SEALED bids will be received until 10:00 A.M., Thursday, February 18, 2016, in the City Clerk=s Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City=s requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID
SAND, GRAVEL AND FILL DIRT FOR THE PUBLIC
SERVICES DEPARTMENT, ITEM #21
SUBMITTED BY 10:00 A.M. FEBRUARY 8, 2016

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 and all bids received and to waive informalities.

APPROVED on this, the 19TH day of January A. D., 2016.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____

CITY CLERK

SPECIFICATIONS APPROVED BY:

_____

PUBLIC SERVICES DEPARTMENT

CONCRETE SAND	TON	TON
MASON SAND	TON	TON
ROAD BED TOPPING	TON	TON
CLAY GRAVEL	CY	CY
TOP SOIL	CY	CY
FILL DIRT	CY	CY
TOTAL		

NAME OF COMPANY

STREET/P.O. ADDRESS

STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

SPECIFICATIONS FOR ITEM #23: CORRUGATED HDPE DRAINAGE PIPE FOR THE PUBLIC SERVICES DEPARTMENT

Bidder shall bid on furnishing Corrugated HDPE Drainage Pipe for the Public Services Department, which meets or exceeds the following specifications to-wit:

All corrugated HDPE drainage pipe shall be in accordance with ASTM D 1248, ASTM D 3350, ASTM D 2412, ASTM F 667, ASTM F 405 and AASHTO M 294. Smooth interior plastic pipe will have a Manning=s AN@ coefficient in a range of 0.012 to 0.015. Corrugated plastic pipe will be self coupling to comply with ASTM F477 and D3212 specifications for Elastomeric seals (gaskets) for joining plastic pipe.

All bids shall be submitted using the following format:

SMOOTH INTERIOR PIPE WITH RUBBER GASKET JOINTS			
SIZE	PER LINEAR FOOT	SIZE	PER LINEAR FOOT
12"		30"	
15"		36"	
18"		42"	
24"		48"	

DELIVERY: F.O.B. Hattiesburg, Mississippi, to the address shown on the Purchase Order. All deliveries shall be within the Corporate Limits of the City of Hattiesburg, within fifteen (15) days from receipt of Purchase Order.

PRICES shall be FIRM for a period beginning on April 1, 2016, and ending March 31, 2018, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, February 18, 2016, in the City Clerk=s Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City=s requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner EXACTLY as follows:

BID
CORRUGATED HDPE DRAINAGE PIPE -
PUBLIC SERVICES DEPARTMENT, ITEM #23
SUBMITTED BY 10:00 A.M. FEBRUARY 18, 2016

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 and all bids received and to waive informalities.

APPROVED on this, the 19TH day of January A. D., 2016.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____

CITY CLERK

SPECIFICATIONS APPROVED BY:

_____

PUBLIC SERVICES DEPARTMENT

SPECIFICATIONS FOR ITEM #24: ROCK FOR RIPRAP FOR THE PUBLIC SERVICES DEPARTMENT

Bidder shall bid on furnishing Rock for Riprap for the Public Services Department, which meets or exceeds the following specifications to-wit:

SCOPE

This specification covers the quality of rock to be used in the construction of rock riprap.

QUALITY

Individual rock fragments shall be dense, sound and free from cracks, seams and other defects conducive to accelerated weathering. The rock fragments shall be angular to subrounded in shape. The least dimension of an individual rock fragment shall be not less than one-third the greatest dimension of the fragment.

Except as provided below, the rock shall have the following properties:

a. Bulk specific gravity (saturated surface-dry basis) not less than 2.5.

b. Absorption not more than 2 percent.

c. Soundness: Weight loss in 5 cycles not more than 10 percent when sodium sulfate is used or 15 percent when magnesium sulfate is used.

The bulk specific gravity and absorption shall be determined by ASTM Method C 127. The test for soundness shall be performed by ASTM Method C 88 for coarse aggregate modified as follows:

The test sample shall not be separated into fractions. It shall consist of 5000 +/- 300 grams of rock fragments, reasonably uniform in size and shape and weighing approximately 100 grams each, obtained by breaking the rock and selecting fragments of the required size.

After the sample has been dried, following completion of the final test cycle and washing to remove the sodium sulfate or magnesium sulfate, the loss of weight shall be determined by subtracting from the original weight of the sample the final weight of all fragments which have not broken into three or more pieces.

The report shall show the percentage loss of weight and the results of the qualitative examination.

Rock that fails to meet the requirements stated in a, b, and c above, may be accepted only if similar rock from the same source has been demonstrated to be sound after five (5) years or more of service under conditions of weather, wetting and drying, and erosive forces similar to those anticipated for the rock to be installed under this specification.

GRADATION FOR RIPRAP

STONES, WEIGHT, LBS.	CUMULATIVE PERCENT LIGHTER BY WEIGHT
200	100
80	50 - 100
40	15 - 50
10	0 - 15

STONES, WEIGHT, LBS.	CUMULATIVE PERCENT LIGHTER BY WEIGHT
140	100
60	50 - 100
30	15 - 50
10	0 - 15

NOTE: Spalls and rock dust that will pass a 3" sieve shall consist of more than 5% by weight.

CRUSHED LIMESTONE			
CODE	DESCRIPTION	CODE	DESCRIPTION
300	ASTM #3	610	610 MS A-BASE
400	AHD 4/AREA	670	#67
500	ASTM #5	882	AHD CSB TY, A/COE #3
560	56 LIMESTONE	700	ASTM #7

570	67 CONCRETE	821	1/4" MOD
599	12@ TOWER, #1 CRUSHER RUN	890	ASTM #89

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

DELIVERY: F.O.B. Hattiesburg, Mississippi, Public Services Barn, 1202 James Street. All deliveries shall be within thirty (30) days from receipt of Purchase Order. Successful bidder shall be responsible for site delivery including unloading of rail car.

PRICES shall be FIRM for a period beginning on April 1, 2016, and ending March 31, 2018, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, February 18, 2016, in the City Clerk=s Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City=s requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID

ROCK FOR RIPRAP -

PUBLIC SERVICES DEPARTMENT, ITEM #24

SUBMITTED BY 10:00 A.M. FEBRUARY 18, 2016

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 and all bids received and to waive informalities.

APPROVED on this, the 19TH day of January A. D., 2016.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____

CITY CLERK

SPECIFICATIONS APPROVED BY:

_____

PUBLIC SERVICES DEPARTMENT

ITEM #24: ROCK FOR RIPRAP FOR THE PUBLIC SERVICES DEPARTMENT

CODE	DESCRIPTION	PER TON
RIPRAP	100 LB, 200 LB, & 300 LB	
300	ASTM #3	
400	AHD 4/AREA	
500	ASTM #5	
560	56 LIMESTONE	
570	67 CONCRETE	
599	12@ TOWER, #1 CRUSHER RUN	
610	610 MS A-BASE	
670	#67	
882	AHD CSB TY, A/COE #3	
700	ASTM #7	
821	1/4" MOD	
890	ASTM #89	
	TOTAL BID PRICE	

_____
NAME OF COMPANY

_____
STREET/P.O. ADDRESS

_____
CITY/STATE & ZIP CODE

_____
PHONE NUMBER & FAX NUMBER

_____
DATE OF BID

_____
OFFICIAL'S NAME & TITLE

_____
OFFICIAL'S SIGNATURE

SPECIFICATIONS FOR ITEM #25: CONCRETE CURB AND GUTTER AND CONCRETE WALKS FOR THE PUBLIC SERVICES DEPARTMENT

Bidder shall bid on furnishing labor, forms and equipment to install the following items for the Public Services Department, which meets or exceeds the following specifications to-wit:

CURB AND GUTTER - to grade on subgrade prepared by the City of Hattiesburg to within plus or minus two (2) inches of final grade with the City furnishing concrete and with Bidder furnishing concrete, for all categories listed on City furnished bid form enclosed.

CURB AND GUTTER - to grade on subgrade prepared by the bidder. Bidder limits of grading will be a maximum of one (1) foot fill and a maximum of one (1) foot cut with the City furnishing concrete and any select fill required and bidder furnishing concrete and any select fill required, for all categories listed on City furnished bid form enclosed.

CONCRETE SIDEWALKS - four (4) inches thick, variable widths (3' to 6') to grade on subgrade prepared by the City of Hattiesburg to within plus or minus two (2) inches of final grade with the City furnishing concrete and Bidder furnishing concrete for all categories listed on city furnished bid form enclosed.

Work performed under the terms of this contract which provides new installation of sanitary and storm sewer shall not exceed one hundred and fifty thousand dollars ($150,000.00) per project as provided by state law. The City of Hattiesburg reserves the right to bid any and all projects, as determined by the City Engineer, on an individual basis and have said work performed by the successful bidder, or have work performed under this contract, whichever is in the City=s best interest.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars ($1,000,000.00) for bodily injury and property damage.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PRICES shall be FIRM for a period beginning on April 1, 2016, and ending March 31, 2017, items to be purchased as required.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, February 19, 2016, in the City Clerk=s Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City=s requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID
CONCRETE CURB AND GUTTER AND CONCRETE WALKS
PUBLIC SERVICES DEPARTMENT, ITEM #25
SUBMITTED BY 10:00 A.M. FEBRUARY 18, 2016

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 and all bids received and to waive informalities.

APPROVED on this, the 19rd day of January A. D., 2016.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____

CITY CLERK

SPECIFICATIONS APPROVED BY:

_____

PUBLIC SERVICES DEPARTMENT

ITEM #25 - CONCRETE CURB & GUTTER AND CONCRETE SIDEWALKS FOR THE PUBLIC SERVICES DEPARTMENT

ITEMS	UNIT BID PRICE
CURB & GUTTER-SUBGRADE & CONCRETE BY CITY	
100 TO 500 LINEAR FEET	LF
501 TO 1,000 LINEAR FEET	LF
1,001 & ABOVE LINEAR FEET	LF
CURB & GUTTER-SUBGRADE-CITY, CONCRETE-BIDDER	
100 TO 500 LINEAR FEET	LF
501 TO 1,000 LINEAR FEET	LF
1,001 & ABOVE LINEAR FEET	LF
CURB & GUTTER-SUBGRADE-BIDDER, CONCRETE-CITY	
100 TO 500 LINEAR FEET	LF
501 TO 1,000 LINEAR FEET	LF
1,001 & ABOVE LINEAR FEET	LF
CURB & GUTTER-SUBGRADE & CONCRETE BY BIDDERS	
100 TO 500 LINEAR FEET	LF
501 TO 1,000 LINEAR FEET	LF
1,001 & ABOVE LINEAR FEET	LF
CONCRETE SIDEWALKS-CONCRETE-CITY	
500 TO 1,000 SQUARE FEET	SF
1,001 & ABOVE SQUARE FEET	SF
CONCRETE SIDEWALKS-CONCRETE-BIDDER	
500 TO 1,000 SQUARE FEET	SF
1,001 & ABOVE SQUARE FEET	SF
TOTAL	

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

SPECIFICATIONS FOR ITEM #26: SANITARY SEWER LINE AND STORM SEWER REPAIR
OR REPLACEMENT AND NEW INSTALLATION AS PROVIDED HEREIN FOR THE PUBLIC SERVICES DEPARTMENT

Bidder shall bid on furnishing all labor, equipment, materials, insurance performance and payment bond where requested, and other necessary appurtenances and other conditions as shown in specifications on file in the City of Hattiesburg Engineering Department and shall be familiar with the subsurface condition within the City of Hattiesburg surrounding the construction of any proposed project.

Bidder shall have available or in his possession equipment of sufficient size and quantity to properly perform said project. Bidder will prepare a list of all equipment he owns available to perform the work as shown in specifications on file in the City of Hattiesburg Engineering Department and submit with bid.

Bidder will be allowed an allowance of one and one-half percent of the total cost of a project if a performance and payment is requested by the City Engineer or his representative on a particular project. Bidder will carry sufficient insurance as outlined in specifications on file and will attach a certificate of insurance to his bid proposal.

Much of the work involved under this proposal could be of an emergency nature and it will be necessary that the successful bidder be able to respond and commence work within a 24 or 72 hour time frame after work order has been issued.

Bidder will be properly licensed within the State of Mississippi for sewer construction work and will place license number and certificate of responsibility number on bid and in the lower left hand corner of the envelope as required by law.

Work performed under the terms of this contract which provides new installation of sanitary and storm sewer shall not exceed one hundred and fifty thousand dollars ($150,000.00) per project as provided by state law. The City of Hattiesburg reserves the right to bid any and all projects, as determined by the City Engineer, on an individual basis and have said work performed by the successful bidder, or have work performed under this contract, whichever is in the City=s best interest.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars ($1,000,000.00) for bodily injury and property damage.

IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on April 1, 2016, and ending March 31, 2018, items to be purchased as required.

The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.

DELIVERY: F.O.B. Hattiesburg, Mississippi, as indicated on Purchase Order, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, February 18, 2016, in the City Clerk=s Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described service. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner EXACTLY as follows:

BID

SANITARY SEWER LINE AND STORM SEWER REPAIR OR REPLACEMENT AND NEW INSTALLATION AS PROVIDED HEREIN FOR THE PUBLIC SERVICES DEPARTMENT, ITEM #26

SUBMITTED BY 10:00 A.M. February 18, 2016

CERTIFICATE OF RESPONSIBILITY NO. _____

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 and all bids received and to waive informalities.

APPROVED on this, the 19th day of January A. D., 2016.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____

CITY CLERK

SPECIFICATIONS APPROVED BY:

_____

PUBLIC SERVICES DEPARTMENT

ITEM #26 - SANITARY SEWER LINE AND STORM SEWER REPAIR OR REPLACEMENT AND NEW INSTALLATION AS PROVIDE HEREIN FOR THE PUBLIC SERVICES DEPARTMENT

SECTION I

PVC SOLID WALL PIPE SDR 26, RUBBER GASKET JOINTS, ASTM D 3034

PRICE PER LINEAR FEET										
ITEM NO	DESCRIPTION	DEPTH IN FEET								
		0/6	6/8	8/10	10/12	12/14	14/16	16/18	18/20	20/22
1	8" SEWER PIPE									
2	10" SEWER PIPE									
3	12" SEWER PIPE									
4	15" SEWER PIPE									
5	18" SEWER PIPE									
	TOTAL									

SECTION II

CONCRETE PIPE FOR SANITARY SEWER, CLASS III, "O" RING TYPE JOINT, "O" RING TO MEET ASTM DESIGNATION C 443. SEWER PIPE TO BE COATED INSIDE WITH TWO COMPONENT COAL TAR EPOXY APPROVED BY CITY ENGINEER.

PRICE PER LINEAR FEET										
ITEM NO	DESCRIPTION	DEPTH IN FEET								
		0/6	6/8	8/10	10/12	12/14	14/16	16/18	18/20	20/22
6	18" SEWER PIPE									
7	21" SEWER PIPE									
8	24" SEWER PIPE									
9	30" SEWER PIPE									
10	36" SEWER PIPE									
	TOTAL									

SECTION III

DUCTILE IRON SEWER PIPE WITH PUSH-ON JOINT IN ACCORDANCE WITH ANSI 21.11 (AWWA C 111). PIPE TO BE BITUMINOUS COATED ON OUTSIDE AND PROPERLY LINE ON INSIDE WITH CONCRETE, BITUMINOUS OF POLYETHYLENE AS ACCEPTABLE BY CITY ENGINEER. PIPE TO BE CLASS 50.

PRICE PER LINEAR FEET										
ITEM NO	DESCRIPTION	DEPTH IN FEET								
		0/6	6/8	8/10	10/12	12/14	14/16	16/18	18/20	20/22
11	18" SEWER PIPE									
12	21" (20) SEWER									
13	24" SEWER PIPE									
14	27" SEWER PIPE									
15	30" SEWER PIPE									
16	36" SEWER PIPE									
	TOTAL									

SECTION IV

DUCTILE IRON SEWER PIPE WITH PUSH-ON JOINT IN ACCORDANCE WITH ANSI 21.11 (AWWA C 111). PIPE TO BE BITUMINOUS COATED ON OUTSIDE AND PROPERLY LINE ON INSIDE WITH CONCRETE, BITUMINOUS OF POLYETHYLENE AS ACCEPTABLE BY CITY ENGINEER. PIPE TO BE CLASS 51.

PRICE PER LINEAR FEET										
ITEM NO	DESCRIPTION	DEPTH IN FEET								
		0/6	6/8	8/10	10/12	12/14	14/16	16/18	18/20	20/22
17	18" SEWER PIPE									
18	21" (20) SEWER									
19	24" SEWER PIPE									
20	27" SEWER PIPE									
21	30" SEWER PIPE									
22	36" SEWER PIPE									
	TOTAL									

SECTION V

PRECAST REINFORCED CONCRETE MANHOLES, INCLUDING CONE SECTIONS, RISER, PRECAST BOTTOM, COATED CORROSION RESISTANT STEPS, MANHOLE FRAME & COVER AS MANUFACTURED BY DEWS FOUNDRY, MODEL DF-25 J.S. 400 POUNDS, MARKED "SEWER", OR EQUAL. MANHOLES TO BE COATED INSIDE WITH TWO COMPONENT COAL TAX EPOXY. PRICE TO INCLUDE COMPLETE MANHOLE FOR DEPTH SHOWN.

PRICE PER LINEAR FEET										
ITEM NO	DESCRIPTION	DEPTH IN FEET								
		0/6	6/8	8/10	10/12	12/14	14/16	16/18	18/20	20/22
23	48" DIAMETER									
24	60" DIAMETER									
25	72" DIAMETER									
	TOTAL									

SECTION VI

WYES OR TEES

WYES SHALL BE OF STANDARD MANUFACTURED AND SHALL BE THE SAME TYPE AND STRENGTH CLASSIFICATION OF PIPE WITH WHICH THEY ARE TO BE USED. SHALL INCLUDE 1/8 BEND.

PRICE QUOTED EACH					
ITEM NO	SIZE	MATERIAL			
		PVC	CONCRETE	DUCTILE CL50	DUCTILE CL51
26	8 X 6		N/A	N/A	N/.A
27	10 X 6		N/A	N/A	N/A
28	12 X 6		N/A	N/A	N/A
29	15 X 6		N/A	N/A	N/A
30	18 X 6				
31	21 X 6	N/A			
32	24 X 6	N/A			
33	27 X 6	N/A			
34	30 X 6	N/A			
35	36 X 6	N/A			
	TOTAL				

SECTION VII

FLEXIBLE MANHOLE CONNECTION

FLEXIBLE MANHOLE CONNECTION SHALL BE KOR-N-SEAL AS MANUFACTURED BY NPC SYSTEMS, INC., PRESS-SEAL PSX AS MANUFACTURED BY PROFESSIONAL GASKET CORPORATION, OR APPROVED EQUAL AND SHALL MEET ASTM DESIGNATION C-923.

PRICE QUOTED EACH		
ITEM NO	DESCRIPTION	UNIT PRICE
36	8" FLEXIBLE CONNECTION	
37	10" FLEXIBLE CONNECTION	
38	12" FLEXIBLE CONNECTION	
39	15" FLEXIBLE CONNECTION	
40	18" FLEXIBLE CONNECTION	
41	21" FLEXIBLE CONNECTION	
42	24" FLEXIBLE CONNECTION	
43	27" FLEXIBLE CONNECTION	
44	30" FLEXIBLE CONNECTION	
45	36" FLEXIBLE CONNECTION	
	TOTAL	

SECTION VIII

COMMON ITEMS

ITEM NO	DESCRIPTION	UNIT	PRICE
46	6" SEWER SERVICE INCLUDING BENDS	LF	
47	INSTALL CLEAN-OUT, COMPLETE AND CONNECT EXISTING CUSTOMER SERVICE	EACH	
48	CONNECT NEW LINE INTO EXISTING MANHOLE	EACH	
49	RECONSTRUCT INVERT IN EXISTING MANHOLE	EACH	
50	DROP CONNECTION TO MANHOLE	PER FT OF DEPTH	
51	WELL POINTING IF NEEDED AND DIRECTED BY CITY ENGINEER	LF	
52	WASH GRAVEL FOR PIPE BEDDING	CUBIC YARD	
53	SELECT BACKFILL, NON-PLASTIC MATERIAL	CUBIC YARD	
54	SELECT BACKFILL FURNISHED BY CITY AT JAMES ST. AND HAULED BY CONTRACTOR TO JOB SITE	CUBIC YARD	
55	CLAY GRAVEL FOR ROAD REPAIR	CUBIC YARD	
56	CLAY GRAVEL FURNISHED BY CITY AT JAMES ST. AND HAULED BY CONTRACTOR TO JOB SITE	CUBIC YARD	
57	REMOVE AND REPLACE CURB AND GUTTER	LF	
58	REMOVE AND REPLACE 4" THICK CONCRETE DRIVES OR WALKS	SY	
59	REMOVE AND REPLACE 6" THICK CONCRETE DRIVES OR WALKS	SY	
60	HOT MIX ASPHALT FOR ROAD REPAIRS	TON	
61	MILLED ASPHALT FOR TEMPORARY ROAD REPAIRS	TON	
62	TOPSOIL FOR YARD REPAIR	CUBIC YARD	
63	BY PASS PUMPING	LF	
64	CLEARING & GRUBBING	PER ACRE	
65	DOZER RENTAL INCLUDING OPERATOR, FUEL, AND	PER HOUR	

	MAINTENANCE, CAT D-5 OR EQUAL		
66	DOZER RENTAL INCLUDING OPERATOR, FUEL, AND MAINTENANCE, JOHN DEERE 450C OR EQUAL	PER HOUR	
67	VACUUM TRUCK RENTAL WITH OPERATOR PER 8 HOUR DAY	PER HOUR	
68	ASPHALT OVERLAY OF STREET WHERE SEWER LINE REPLACED	PRICE PER TON	
69	CRAWLER TRACK HOE RENTAL INCLUDING OPERATOR, FUEL AND MAINTENANCE	PER HOUR	
70	VIBRATING SHEEP FOOT ROLLER	PER HOUR	
70A	SMALL VIBRATING SHEEP FOOT ROLLER	PER HOUR	
71	12-14 C.Y. TANDEM DUMP TRUCK	PER HOUR	
72	RUBBER TIRED BACKHOE 555E OR EQUAL	PER HOUR	
73	TRUCK WITH DUMP TRAILER 22 TO 24 C.Y.	PER HOUR	
74	REMOVE ASPHALT & CONCRETE	PER SQUARE YD	
75	SAW CUT CONCRETE	PER LF	
76	CRUSHED CONCRETE	PER TON	
76A	3 INCH WATER PUMP	PER DAY	
76B	4 INCH WATER PUMP	PER DAY	
76C	6 INCH WATER PUMP	PER DAY	
76D	SERVICE TRUCK WITH TWO MEN	PER HOUR	
76E	MINI TRACK EXCAVATOR	PER HOUR	
76F	RIP RAP 100# PLUS	PER TON	
76G	STEEL BENTS WITH 2 8" X 8" BEAMS, 20' LONG	EACH	
76H	ADDITIONAL COST FOR STEEL BENT OVER 20'	LF	
76I	SKID STEER WITH HYDRAULIC BREAKER	PER HOUR	
76J	JET TRUCK FOR LINE CLEANING	PER HOUR	
76K	RUBBER TRACK OFF RAD DUMP, MINIMUM 5 CYLINDER	PER HOUR	
76L	GRINDER STATION WITH DUAL PUMPS, 60" WET WELL, MAXIMUM 12 FEET DEPTH, MAXIMUM 3 HP PUMPS	EACH	
76M	SPECIAL FITTINGS AND SUBMERSIBLE PUMPS, INVOICE COST PLUS PERCENT FOR HANDLING	PERCENT	
76N	8 INCH WATER PUMP	PER DAY	
76O	10 INCH WATER PUMP	PER DAY	
76P	12 INCH WATER PUMP	PER DAY	
76Q	MISCELLANEOUS CONCRETE	PER CUBIC YARD	
76R	DRY PIT AND WET PIT SUBMERSIBLE OR CENTRIFUGAL PUMPS, INVOICE COST PLUS PERCENT FOR HANDLING	PER CENT	
76S	SAW CUT ASPHALT ALL DEPTHS	PER LF	
		TOTAL	

SECTION IX

INSTALLATION OF STORM DRAIN OF VARIOUS SIZES AND NECESSARY APPURTENANCES. CONTRACTOR TO FURNISH ALL LABOR AND EQUIPMENT AND CITY OF HATTIESBURG TO PROVIDE ALL MATERIAL INCLUDING PIPE JOINT MATERIALS, INLETS, GRATES, BRICK, BLOCK, CEMENT, SAND AND OTHER ITEMS OF MATERIAL AS NEEDED.

ITEM NO	DESCRIPTION	DEPTH IN FEET				
		0/4	4/6	6/8	8/10	10/12
77	12" OR ARCH EQUIVALENT					
78	15" OR ARCH EQUIVALENT					
79	18" OR ARCH EQUIVALENT					
80	21" OR ARCH EQUIVALENT					
81	24" OR ARCH EQUIVALENT					
82	27" OR ARCH EQUIVALENT					
83	30" OR ARCH EQUIVALENT					
84	36" OR ARCH EQUIVALENT					
85	42" OR ARCH EQUIVALENT					
86	48" OR ARCH EQUIVALENT					
87	54" OR ARCH EQUIVALENT					
88	60" OR ARCH EQUIVALENT					
89	72" OR ARCH EQUIVALENT					
	TOTAL					

90	INLET OR JUNCTION BOX PER FOOT OF DEPTH FOR THE	UNIT	PRICE
a	12", 15" & 18" PIPE SIZES	PER FOOT OF DEPTH	
b	21", 24" & 27" PIPE SIZES	PER FOOT OF DEPTH	
c	30" & 36" PIPE SIZES	PER FOOT OF DEPTH	
d	42" & 48" PIPE SIZES	PER FOOT OF DEPTH	
e	54" & 60" PIPE SIZES	PER FOOT OF DEPTH	
f	72" PIPE SIZE	PER FOOT OF DEPTH	
		TOTAL	

91	LABOR ONLY FOR POURING CONCRETE BOTTOM FOR	UNIT	PRICE
a	12" THRU 24" PIPE	LUMP SUM	
b	27" THRU 42" PIPE	LUMP SUM	
c	48" THRU 72" PIPE	LUMP SUM	
		TOTAL	

92	FURNISHING LABOR, EQUIPMENT AND MATERIAL FOR	UNIT	PRICE
a	2" STEEL CASING	PER LINEAR FOOT	
b	4" STEEL CASING	PER LINEAR FOOT	
c	6" STEEL CASING	PER LINEAR FOOT	
d	8" STEEL CASING	PER LINEAR FOOT	
e	10" STEEL CASING	PER LINEAR FOOT	
f	12" STEEL CASING	PER LINEAR FOOT	
g	14" STEEL CASING	PER LINEAR FOOT	
h	16" STEEL CASING	PER LINEAR FOOT	
i	18" STEEL CASING	PER LINEAR FOOT	
j	20" STEEL CASING	PER LINEAR FOOT	
k	24" STEEL CASING	PER LINEAR FOOT	
l	30" STEEL CASING	PER LINEAR FOOT	
m	36" STEEL CASING	PER LINEAR FOOT	
		TOTAL	

SECTION X

MOBILIZATION CHARGE

ITEM NO	PROJECT SIZE	UNIT	PRICE
93	LESS THAN $10,000	LUMP SUM	
94	$10,001 TO $20,000	LUMP SUM	
95	$20,001 TO $30,000	LUMP SUM	
96	$30,001 AND ABOVE	LUMP SUM	
		TOTAL	
THE CITY MAY ADD ADDITIONAL WORK IF THE CONTRACTOR HAS NOT COMPLETED AN EXISTING WORK ORDER BY ISSUING ADDITIONAL PURCHASE ORDERS.			

SECTION XI

INSTALLATION ON PRECAST BOX CULVERTS FURNISHED BY THE CITY

ITEM NO	DESCRIPTION	PRICE PER FOOT
97	4 X 2	
98	4 X 4	
99	6 X 4	
100	8 X 4	
101	10 X 4	
102	6 X 5	
103	8 X 5	
104	10 X 5	
105	6 X 6	
106	8 X 6	
107	10 X 6	
108	8 X 8	
109	10 X 8	
	TOTAL	

SECTION XII

INSTALLING SEWER LINE BY DIRECTIONAL BORING

ITEM NO	DESCRIPTION	PRICE PER FOOT
110	6" HPDE PIPE SDR 11	
111	8" HPDE PIPE SDR 11	
112	10" HPDE PIPE SDR 11	
113	12" HPDE PIPE SDR 11	
114	15" HPDE PIPE SDR 11	
	TOTAL	

_____
NAME OF COMPANY

_____
STREET/P.O. ADDRESS

_____
CITY/STATE & ZIP CODE

_____
PHONE NUMBER & FAX NUMBER

_____
DATE OF BID

_____
CERTIFICATE OF RESPONSIBILITY NO.

_____
OFFICIAL'S NAME & TITLE

_____
OFFICIAL'S SIGNATURE

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, February 18, 2016, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies for the Hattiesburg Public Services during the period beginning April 1, 2016 to-wit:

ITEM #2 REPAIR AND REHABILITATION OF CITY STREETS FOR THE ENGINEERING DEPARTMENT

ITEM #8 FURNISH TOWING SERVICES FOR CITY-OWNED VEHICLES

ITEM #11 VEHICLE LOOP SEALANT FOR THE TRAFFIC MAINTENANCE DIVISION/PUBLIC SERVICES DEPARTMENT

ITEM #12 FURNISH AND INSTALL VARIOUS CHAIN LINK & VINYL COATED FENCING FOR THE PUBLIC SERVICES DEPARTMENT

ITEM #15 ACRYLIC WATERBORNE TRAFFIC MARKING PAINT FOR THE CITY OF HATTIESBURG, MISSISSIPPI

ITEM #21 SAND, GRAVEL AND FILL DIRT FOR THE PUBLIC SERVICES DEPARTMENT

ITEM #23 CORRUGATED HOPE DRAINAGE PIPE FOR THE PUBLIC SERVICES DEPARTMENT

ITEM #24 ROCK FOR RIPRAP FOR THE PUBLIC SERVICES DEPARTMENT

ITEM #25 CONCRETE CURB AND GUTTER AND CONCRETE WALKS FOR THE PUBLIC SERVICES DEPARTMENT

ITEM #26 SANITARY SEWER LINE AND STORM SEWER REPAIR REPLACE MENT AND NEW INSTALLATION AS PROVIDED HEREIN FOR THE PUBLIC SERVICES DEPARTMENT

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM on which bid is being made and the DATE OF THE BID OPENING.

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 19th day of January, 2016.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(S E A L)

City of Hattiesburg, MS

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

Master

File Number: 2015-2384

File ID:	2015-2384	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	01/07/2016
Brief Title:	Claims docket			**Final Action:**	
				Minute Book Number:	MB2016-20

Title:
Approve claims docket for the period ending January 15, 2016.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	DOCKET 16.01-16	**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	01/19/2016					

Text of Legislative File 2015-2384

Title

Approve claims docket for the period ending January 15, 2016.

Summary

Claims Docket.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JANUARY 15, 2016

Date - 01/14/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 ADVANCED JANITORIAL SERV	100727 CITY	00158030	15001977	SERV 12/15 CITY HALL	01/15/16	248836	1,925.00-
00001 ADVANCED JANITORIAL SERV	100727 TRAFF	00158030	15001978	SERV 12/15 TRAFFIC OFFICE	01/15/16	248836	250.00-
ADVANCED JANITORIAL SERV							
Sum							2,175.00-
00001 AFFORDABLE EMERGENCY LIG	810	00157415	15001810	CAMERA SYS REPR U#18316	01/15/16	248837	85.00-
AFFORDABLE EMERGENCY LIG							
Sum							85.00-
00001 AIRGAS USA LLC (NORDAN S	9046425483	00157374	15001877	WELDING SUPP SHOP	01/15/16	248838	160.00-
AIRGAS USA LLC (NORDAN S							
Sum							160.00-
00001 AIRPORT LIGHTING CO	38166	00154992	15001817	TILT SWITCH AIRPORT	01/15/16	248839	655.57-
AIRPORT LIGHTING CO							
Sum							655.57-
00001 AMERICAN AIR SPECIALISTS	215203-01	00157172	15001907	HEATER REPR #5 FIRE STA	01/15/16	248842	3,000.00-
AMERICAN AIR SPECIALISTS							
Sum							3,000.00-
00001 AMERICAN PLANNING ASSN (	294394-15104	00157693	15001750	MBRSHP DUES MCNEIL 2016	01/15/16	248843	105.00-
AMERICAN PLANNING ASSN (							
Sum							105.00-
00001 ARNOLD LINE WATER ASSN I	2145 12/18/1	00020164	15001777	SERV 11/20-12/18/15 #8 FIRE	01/15/16	248846	34.00-
ARNOLD LINE WATER ASSN I							
Sum							34.00-
00001 AT&T	601M23905500	00020164	15001888	VEHICLE LOC 12/28-1/27 POLICE	01/15/16	248847	202.00-
AT&T							
Sum							202.00-
00001 AUTO ARMATURE SERVICE IN	01824	00156832	15001862	BATTERY U#18891 STREET	01/15/16	248848	48.95-
00001 AUTO ARMATURE SERVICE IN	01825	00156832	15001863	BATTERY U#17412 SANIT	01/15/16	248848	135.95-
00001 AUTO ARMATURE SERVICE IN	02322	00157560	15001880	BATTERY U#6342 CONSTR	01/15/16	248848	124.95-
00001 AUTO ARMATURE SERVICE IN	02621	00157860	15001933	BATTERY U#10841 INFO TECH	01/15/16	248848	113.95-
AUTO ARMATURE SERVICE IN							
Sum							423.80-
00001 AUTOMOTIVE GLASS SPECIAL	I155499	00157331	15001905	WINDSHIELD FOR RANGERS	01/15/16	248849	175.00-
AUTOMOTIVE GLASS SPECIAL							
Sum							175.00-

00001 B & F TACTICAL STORE	446		00157563	15001763	FLASHLIGHTS FIRE INSPECTOR	01/15/16	248850	210.00-
B & F TACTICAL STORE								
Sum								210.00-
00001 BELK DEPARTMENT STORE	P9356009N00Y		00156572	15001755	CLOTH ALLOW HOFFER POLICE	01/15/16	248851	489.92-
00001 BELK DEPARTMENT STORE	P935600B000Y		00157508	15001979	CLOTH ALLOW KENNEDY POLICE	01/15/16	248851	64.74-
BELK DEPARTMENT STORE								
Sum								554.66-
00001 BENNETT'S LOCK & KEY SHO	64369		00157270	15001830	LOCKS/KEYS 12/15 POLICE DEPT	01/15/16	248852	6.50-
BENNETT'S LOCK & KEY SHO								
Sum								6.50-
00001 BODY TECH INC	0627		00157954	15001939	TOWING U#18328 POLICE	01/15/16	248854	111.00-
00001 BODY TECH INC	0750		00157954	15001940	TOWING U#19349 POLICE	01/15/16	248854	65.00-
00001 BODY TECH INC	0805		00157954	15001941	TOWING U#15398 POLICE	01/15/16	248854	70.00-
BODY TECH INC								
Sum								246.00-
00001 BRACKMAN MOWER WAREHOUSE	6482		00157365	15001864	REPR PTS U#19293 STREET	01/15/16	248857	266.76-
BRACKMAN MOWER WAREHOUSE								
Sum								266.76-
00001 CARQUEST AUTO PARTS STOR	14758-61816		00157382	15001808	REPR PTS U#18201/STOCK	01/15/16	248862	277.58-
00001 CARQUEST AUTO PARTS STOR	14758-61818		00157499	15001809	REPR PTS POLICE STOCK	01/15/16	248862	45.35-
00001 CARQUEST AUTO PARTS STOR	14758-61773		00157377	15001865	REPR PTS U#14714 STREET	01/15/16	248862	44.85-
00001 CARQUEST AUTO PARTS STOR	14758-61771		00157377	15001866	REPR PTS SHOP STOCK	01/15/16	248862	17.76-
00001 CARQUEST AUTO PARTS STOR	14758-61770		00157377	15001867	REPR PTS SHOP STOCK	01/15/16	248862	62.88-
CARQUEST AUTO PARTS STOR								
Sum								448.42-
00001 CARROT TOP INDUSTRIES IN	28720500		00157514	15001764	US FLAGS FIRE DEPT	01/15/16	248863	253.16-
CARROT TOP INDUSTRIES IN								
Sum								253.16-
00001 CHIEF LAW ENFORCEMENT SU	432394		00157628	15001806	HOBBLE RESTRAINTS POLICE DEPT	01/15/16	248867	305.00-
CHIEF LAW ENFORCEMENT SU								
Sum								305.00-
00001 CITY OF HATTIESBURG FUND	TRF 1ST 1/16		02016209	15001803	TRF 1ST 1/16 PAYROLL	01/05/16	110508	1,014,033.85-
CITY OF HATTIESBURG FUND								
Sum								1,014,033.85-
00001 CLARK, JENNIFER (REFUNDS	DAMAGE DEP R		02016220	15001891	DAMAGE DEPOSIT REFUND	01/15/16	248869	100.00-
CLARK, JENNIFER (REFUNDS								
Sum								100.00-
00001 COLEMAN, DANA	TRAVEL REIMB		00157711	15001975	EXPNS SCA JMHCP CONF WASHNGTN	01/15/16	248871	2,902.41-
COLEMAN, DANA								
Sum								2,902.41-

00001	COMCAST CABLEVISION OF H	095777456110	00157816	15001855	CONVERTER BOX 12/28-1/27/16	01/15/16	248872	13.41-
00001	COMCAST CABLEVISION OF H	095777456150	00157896	15001916	SERV 12/28-1/27/16 SANIT	01/15/16	248872	28.82-
00001	COMCAST CABLEVISION OF H	095777456130	00157896	15001917	SERV 12/28-1/27/16 PUB WORKS	01/15/16	248872	10.05-
COMCAST CABLEVISION OF H								
Sum								52.28-
00001	COMCAST SPOTLIGHT	JA508955	00158039	15001998	ADVERTISING 10/15 M/ADM	01/15/16	248873	180.00-
00001	COMCAST SPOTLIGHT	JA512553	00158039	15001999	ADVERTISING 11/15 M/ADM	01/15/16	248873	460.00-
00001	COMCAST SPOTLIGHT	JA515590	00158039	15002000	ADVERTISING 12/15 M/ADM	01/15/16	248873	340.00-
COMCAST SPOTLIGHT								
Sum								980.00-
00001	D P S CRIME LAB	90038883	00158021	15001981	ANALYTICAL SERVS	01/15/16	248877	600.00-
D P S CRIME LAB								
Sum								600.00-
00001	ECONOMY SUPPLY CO	244343	00157865	15001913	BLDG MATLS 32ND AVE BRIDGE	01/15/16	248884	127.80-
ECONOMY SUPPLY CO								
Sum								127.80-
00001	EMERGENCY EQUIPMENT PROF	417586	00157412	15001832	TOOL BRACKETS U#20315 FIRE	01/15/16	248886	913.07-
00001	EMERGENCY EQUIPMENT PROF	417588	00155705	15001942	REPR PTS U#14517/18098 FIRE	01/15/16	248886	2,130.47-
EMERGENCY EQUIPMENT PROF								
Sum								3,043.54-
00001	EMPIRE TRUCK SALES (H'BU	RE006022171:	00156918	15001881	BRAKE REPR U#19947 SANIT	01/15/16	248887	137.50-
EMPIRE TRUCK SALES (H'BU								
Sum								137.50-
00001	EVS MID-SOUTH	120259	00157708	15001811	SCBA EQUIP REPR FIRE DEPT	01/15/16	248891	1,904.94-
00001	EVS MID-SOUTH	120260	00157708	15001812	SCBA EQUIP REPR FIRE DEPT	01/15/16	248891	4,913.80-
00001	EVS MID-SOUTH	120261	00157708	15001813	SCBA EQUIP REPR FIRE DEPT	01/15/16	248891	4,170.00-
00001	EVS MID-SOUTH	120262	00157708	15001814	SCBA EQUIP REPR FIRE DEPT	01/15/16	248891	4,575.43-
EVS MID-SOUTH								
Sum								15,564.17-
00001	FARRELL-CALHOUN	12721	00157674	15001768	PAINT SUPP CONSTR CONF ROOM	01/15/16	248892	59.69-
FARRELL-CALHOUN								
Sum								59.69-
00001	FARRIS, JONATHAN M ATTOR	20233	00157945	15001929	PRO TEMP SERV 11/15 COURT	01/15/16	248893	1,650.00-
00001	FARRIS, JONATHAN M ATTOR	20230	00157945	15001930	PRO TEMP SERV 10/15 COURT	01/15/16	248893	1,370.00-
00001	FARRIS, JONATHAN M ATTOR	20238	00157945	15001931	PRO TEMP SERV 12/15 COURT	01/15/16	248893	3,085.00-
FARRIS, JONATHAN M ATTOR								
Sum								6,105.00-
00001	FEDEX OFFICE AND PRINT S	5-265-49115	00157814	15001876	SHIP CHG 12/18/15 ENGR DEPT	01/15/16	248895	40.96-
FEDEX OFFICE AND PRINT S								
Sum								40.96-

0001 FELLS, COMESHA M	MILEAGE 9/15	00157881	15001839	MILEAGE REIMB E3 GRANT		01/15/16	248896	163.00-
FELLS, COMESHA M								
Sum								163.00-
00001 FERGUSON ENTERPRISES INC	4681734	00156896	15001752	PLUMB SUPP 3RD FLR RESTROOMS		01/15/16	248897	739.48-
FERGUSON ENTERPRISES INC								
Sum								739.48-
00001 FORREST GENERAL HOSPITAL	EAP CHARGE 1	00157691	15001754	EAP CHARGE 1/16		01/15/16	248898	1,785.00-
FORREST GENERAL HOSPITAL								
Sum								1,785.00-
00001 FOUNTAIN PEOPLE INC, THE	0061046-IN	00156817	15001845	REPR PTS CITY HALL FOUNTAIN		01/15/16	248899	941.40-
FOUNTAIN PEOPLE INC, THE								
Sum								941.40-
00001 FUELMAN OF MS	BG127044 NP4	00157828	15001847	FUEL CHGS 12/14-20/15 POLICE		01/15/16	248900	96.17-
00001 FUELMAN OF MS	BG127044 NP4	00157828	15001848	FUEL CHGS 12/7-13/15 POLICE		01/15/16	248900	113.18-
00001 FUELMAN OF MS	BG127044 NP4	00157875	15001849	FUEL CHGS 12/21-27/15 POLICE		01/15/16	248900	30.34-
FUELMAN OF MS								
Sum								239.69-
00001 G & K SERVICES	1035678152	00157712	15001779	MATS 12/28 TRAFFIC		01/15/16	248906	6.40-
00001 G & K SERVICES	1035678195	00157712	15001780	UNIFORMS 12/28 STREET		01/15/16	248906	70.20-
00001 G & K SERVICES	1035678188	00157712	15001781	UNIFORMS 12/28 PUBLIC WORKS		01/15/16	248906	19.50-
00001 G & K SERVICES	1035678194	00157712	15001782	UNIFORMS 12/28 PUBLIC WORKS		01/15/16	248906	81.54-
00001 G & K SERVICES	1035678193	00157712	15001783	UNIFORMS 12/28 SHOP		01/15/16	248906	50.70-
00001 G & K SERVICES	1035678155	00157712	15001784	MOP/MAT 12/28 CITY BARN		01/15/16	248906	24.80-
00001 G & K SERVICES	1035678191	00157712	15001785	UNIFORMS 12/28 TRAFFIC		01/15/16	248906	52.30-
00001 G & K SERVICES	1035678190	00157712	15001786	UNIFORMS 12/28 CONSTR		01/15/16	248906	23.40-
00001 G & K SERVICES	1035678154	00157712	15001787	MATS 12/28 PUBLIC WORKS		01/15/16	248906	16.65-
00001 G & K SERVICES	1035678192	00157712	15001788	UNIFORMS 12/28 SANIT		01/15/16	248906	183.84-
00001 G & K SERVICES	1035678196	00157712	15001789	UNIFORMS 12/28 HEALTH		01/15/16	248906	46.28-
00001 G & K SERVICES	1035678158	00157712	15001790	MATS 12/28 AIRPORT		01/15/16	248906	4.70-
00001 G & K SERVICES	1035671447	00157689	15001791	UNIFORMS 12/07 ENGR		01/15/16	248906	7.80-
00001 G & K SERVICES	1035673649	00157689	15001792	UNIFORMS 12/14 ENGR		01/15/16	248906	7.80-
00001 G & K SERVICES	1035675926	00157689	15001793	UNIFORMS 12/21 ENGR		01/15/16	248906	3.90-
00001 G & K SERVICES	1035678186	00157689	15001794	UNIFORMS 12/28 ENGR		01/15/16	248906	3.90-
00001 G & K SERVICES	1035671441	00157673	15001795	UNIFORMS 12/07 CEM/FORESTRY		01/15/16	248906	55.31-
00001 G & K SERVICES	1035673643	00157673	15001796	UNIFORMS 12/14 CEM/FORESTRY		01/15/16	248906	55.31-
00001 G & K SERVICES	1035675920	00157673	15001797	UNIFORMS 12/21 CEM/FORESTRY		01/15/16	248906	55.31-
00001 G & K SERVICES	1035678180	00157673	15001798	UNIFORMS 12/28 CEM/FORESTRY		01/15/16	248906	55.31-
00001 G & K SERVICES	1035671410	00157673	15001799	MOP/MAT 12/07 CEM/FORESTRY		01/15/16	248906	22.70-
00001 G & K SERVICES	1035673613	00157673	15001800	MOP/MAT 12/14 CEM/FORESTRY		01/15/16	248906	22.70-
00001 G & K SERVICES	1035675889	00157673	15001801	MOP/MAT 12/21 CEM/FORESTRY		01/15/16	248906	22.70-
00001 G & K SERVICES	1035678150	00157673	15001802	MOP/MAT 12/28 CEM/FORESTRY		01/15/16	248906	22.70-
00001 G & K SERVICES	1035680430	00157947	15001944	MAT 1/04 TRAFFIC		01/15/16	248906	6.40-
00001 G & K SERVICES	1035680433	00157947	15001945	MATS 1/04 CITY BARN		01/15/16	248906	24.80-
00001 G & K SERVICES	1035680432	00157947	15001946	MATS 1/04 PUBLIC WORKS		01/15/16	248906	16.65-
00001 G & K SERVICES	1035680436	00157947	15001947	MATS 1/04 AIRPORT		01/15/16	248906	4.70-
00001 G & K SERVICES	1035680473	00157946	15001950	UNIFORMS 1/04 PUBLIC WORKS		01/15/16	248906	81.54-

00001 G & K SERVICES	1035680474	00157946	15001951	UNIFORMS 1/04 STREET	01/15/16	248906	70.20-
00001 G & K SERVICES	1035680467	00157946	15001952	UNIFORMS 1/04 PUBLIC WORKS	01/15/16	248906	19.50-
00001 G & K SERVICES	1035680472	00157946	15001953	UNIFORMS 1/04 SHOP	01/15/16	248906	50.70-
00001 G & K SERVICES	1035680469	00157946	15001954	UNIFORMS 1/04 TRAFFIC	01/15/16	248906	23.40-
00001 G & K SERVICES	1035680470	00157946	15001955	UNIFORMS 1/04 CONSTR	01/15/16	248906	52.30-
00001 G & K SERVICES	1035680471	00157946	15001956	UNIFORMS 1/04 SANIT	01/15/16	248906	169.66-
00001 G & K SERVICES	1035680475	00157946	15001957	UNIFORMS 1/04 HEALTH	01/15/16	248906	46.28-
G & K SERVICES							
Sum							1,481.88-
00001 GARNER LUMLEY ELECTRIC S	520061	00157697	15001936	A/C REPR PTS IT DEPT	01/15/16	248908	46.40-
GARNER LUMLEY ELECTRIC S							
Sum							46.40-
00001 GILLILANDS ELECTRONICS S	61067	00157725	15001751	REPLACE BATTERIES VARI ALARMS	01/15/16	248910	114.65-
00001 GILLILANDS ELECTRONICS S	61069	00157526	15001769	MAG LOCK/KEYPAD TRAFF/CONSTR	01/15/16	248910	1,825.00-
GILLILANDS ELECTRONICS S							
Sum							1,939.65-
00001 GMC DISTRIBUTORS (FORMER	353014	00157818	15001852	DRINKING WATER POLICE DEPT	01/15/16	248911	205.05-
GMC DISTRIBUTORS (FORMER							
Sum							205.05-
00001 GORDILLO, ESMERALDA	MILEAGE 4/15	00157880	15001840	MILEAGE REIMB E3 GRANT	01/15/16	248912	448.00-
GORDILLO, ESMERALDA							
Sum							448.00-
00001 GULF COAST OFFICE PRODUC	24815-0	00157692	15001824	OFFICE SUPP PLANNING	01/15/16	248917	611.22-
00001 GULF COAST OFFICE PRODUC	24815-1	00157692	15001825	OFFICE SUPP PLANNING	01/15/16	248917	35.34-
00001 GULF COAST OFFICE PRODUC	24672-0	00157197	15001915	NAME PLATES P/W OFFICES	01/15/16	248917	337.49-
GULF COAST OFFICE PRODUC							
Sum							984.05-
00001 H'BURG CLINIC PA (ACCT#2	1028000103 3	00157829	15001853	PSY EXAMS RECRUIT CLASS #33	01/15/16	248918	3,850.00-
H'BURG CLINIC PA (ACCT#2							
Sum							3,850.00-
00001 H'BURG COCA COLA BOTTLIN	1088200858	00157857	15001985	POWERADE CEM/FORESTRY CREWS	01/15/16	248919	159.36-
00001 H'BURG COCA COLA BOTTLIN	1088200859	00158044	15002017	WATER/POWERAID MAYOR'S OFFICE	01/15/16	248919	89.00-
H'BURG COCA COLA BOTTLIN							
Sum							248.36-
00001 H'BURG DOWNTOWN ASSN	REG WHITE 1/	00157850	15001846	REG WHITE ANNUAL MEETING	01/15/16	248920	15.00-
00001 H'BURG DOWNTOWN ASSN	REG BENSON 1	00158045	15002019	REG BENSON ANNUAL MEETING	01/15/16	248920	15.00-
00001 H'BURG DOWNTOWN ASSN	REG WILLIAMS	00158045	15002020	REG WILLIAMS ANNUAL MEETING	01/15/16	248920	15.00-
H'BURG DOWNTOWN ASSN							
Sum							45.00-

00001 H'BURG PAINT AND DECORAT	W0158706	00157176	15001906	EQUIP HANDLES FIRE DEPT	01/15/16	248921	163.56-
H'BURG PAINT AND DECORAT							
Sum							163.56-
00001 HEALTHPORT	0182652954	00157831	15001856	SUBPOENA MED RECORDS DETECTVS	01/15/16	248923	19.29-
HEALTHPORT							
Sum							19.29-
00001 HILL, LEROY COFFEE CO IN	693852	00157806	15001823	COFFEE SERV M/ADM	01/15/16	248924	233.41-
HILL, LEROY COFFEE CO IN							
Sum							233.41-
00001 HOLLAND VETERINARY HOSPI	3054 265872	00157276	15001829	DOG FOOD POLICE K-9	01/15/16	248925	498.00-
HOLLAND VETERINARY HOSPI							
Sum							498.00-
00001 HUGHES SUPPLY	S146710691.0	00156903	15001753	TOILET REPR 2ND FLR RESTROOM	01/15/16	248926	225.08-
00001 HUGHES SUPPLY	S146969841.0	00157870	15001958	PLUMB SUPP ENGR DEPT	01/15/16	248926	45.91-
HUGHES SUPPLY							
Sum							270.99-
00001 INDOFF INC	2649215	00153695	15001837	JANIT SUPP FIRE DEPT	01/15/16	248928	118.98-
INDOFF INC							
Sum							118.98-
00001 INTERFACE SECURITY SYSTE	18189172	00157717	15001772	SECURITY 1/16 SOUTH HILL CEM	01/15/16	248929	29.95-
00001 INTERFACE SECURITY SYSTE	18177947	00157717	15001773	SECURITY 1/16 HILND CEM	01/15/16	248929	33.02-
INTERFACE SECURITY SYSTE							
Sum							62.97-
00001 INTERIOR EXTERIOR BUILDI	4205376-00	00157838	15001900	CEILING TILES IT DEPT	01/15/16	248930	132.68-
INTERIOR EXTERIOR BUILDI							
Sum							132.68-
00001 INTL SOCIETY OF ARBORICU	647894	00157573	15001919	ARBORIST CERTIF STUDY GUIDE	01/15/16	248931	104.90-
INTL SOCIETY OF ARBORICU							
Sum							104.90-
00001 IRBY, STUART C CO	S009353766.0	00157271	15001807	ELEC SUPP 12/15 POLICE DEPT	01/15/16	248932	49.50-
IRBY, STUART C CO							
Sum							49.50-
00001 J M H GRAPHICS	7192	00157761	15001964	PARKS/REC EVENT SHIRTS	01/15/16	248933	509.50-
J M H GRAPHICS							
Sum							509.50-
00001 KNIGHTS APPLIANCE REPAIR	PO#157475 12	00157475	15001834	DRYER REPR FIRE STA #1	01/15/16	248942	125.00-
KNIGHTS APPLIANCE REPAIR							
Sum							125.00-

00001 LARD OIL COMPANY	0755759-IN(A	00157841	15001983	TRACTOR HYD FLUID CEMETERY	01/15/16	248947	304.16-
00001 LARD OIL COMPANY	0755759-IN(B	00157969	15001984	ADDL AMT DUE PO#157841	01/15/16	248947	4.40-
LARD OIL COMPANY							
Sum							308.56-
00001 LINEBARGER GOGGAN BLAIR	11/13/2015	02016216	15001889	POLICE FINES COLL.FEE	01/15/16	248949	8,713.50-
00001 LINEBARGER GOGGAN BLAIR	12/31/2015	02016233	15001921	POLICE FINES COLL.FEE	01/15/16	248949	758.19-
00001 LINEBARGER GOGGAN BLAIR	11/30/2015	02016239	15001971	POLICE FINES COLL.FEE	01/15/16	248949	1,365.75-
LINEBARGER GOGGAN BLAIR							
Sum							10,837.44-
00001 LOWE'S OF HATTIESBURG IN	988345	00155441	15001827	REFRIGERATOR C HALL BREAKROOM	01/15/16	248950	1,898.10-
00001 LOWE'S OF HATTIESBURG IN	967954	00156921	15001835	HAND TOOLS TRAFFIC DEPT	01/15/16	248950	178.40-
00001 LOWE'S OF HATTIESBURG IN	936256	00157192	15001836	CHRISTMAS TREE ORNAMENTS	01/15/16	248950	123.44-
LOWE'S OF HATTIESBURG IN							
Sum							2,199.94-
00001 MAC PAPERS	369485	00156172	15001920	PRODUCTION PRINTER SUPP	01/15/16	248951	19.13-
00001 MAC PAPERS	370349	00156866	15001967	PRODUCTION PRINTER PAPER SUPP	01/15/16	248951	41.44-
MAC PAPERS							
Sum							60.57-
00001 MARTIN, PEARLINE	PETTY CASH 1	00157859	15001842	PETTY CASH VARI DEPTS	01/15/16	248953	610.57-
MARTIN, PEARLINE							
Sum							610.57-
00001 MCELHANEY PLUMBING INC	236494	00157273	15001831	HARDWARE SUPP 12/15 POLICE	01/15/16	248955	49.70-
MCELHANEY PLUMBING INC							
Sum							49.70-
00001 MCGOWAN, JONATHAN	208	00157226	15001896	FILM CHRISTMAS TREE LIGHTING	01/15/16	248956	150.00-
MCGOWAN, JONATHAN							
Sum							150.00-
00001 MCMULLAN EQUIPMENT CO	162989P	00157136	15001850	HEATER HOSE SHOP STOCK	01/15/16	248957	250.41-
00001 MCMULLAN EQUIPMENT CO	3646741C	00157205	15001937	REPR PTS U#18323 POLICE	01/15/16	248957	156.00-
00001 MCMULLAN EQUIPMENT CO	163260P	00157567	15001948	REPR PTS U#20051 STREET	01/15/16	248957	46.34-
MCMULLAN EQUIPMENT CO							
Sum							452.75-
00001 METRO CRIMESTOPPERS INC	CITY COURT C	02016203	15001743	CITY COURT COST 12/15	01/04/16	110506	1,460.09-
METRO CRIMESTOPPERS INC							
Sum							1,460.09-
00001 MOLLY MAID	SERV 1/16 CE	00157823	15001885	SERVS 1/16 HILND CEMETERY	01/15/16	248960	245.00-
MOLLY MAID							
Sum							245.00-

00001 MOMAR INC	PSI103273	00157548	15001851	CAR CLEAN SUPP FOR SHOP	01/15/16	248961	412.05-
MOMAR INC							
Sum							412.05-
00001 MS ASSN OF CHIEFS OF POL	2357370 1519	00157820	15001859	RNWL DUES PARKER 2016	01/15/16	248963	100.00-
00001 MS ASSN OF CHIEFS OF POL	2359170 120	00157820	15001860	RNWL DUES MISENHELTER 2016	01/15/16	248963	100.00-
MS ASSN OF CHIEFS OF POL							
Sum							200.00-
00001 MS DEPT OF INFORMATION T	IN 601 COH19	02016207	15001778	LONG DIST 12/15 VARI DEPTS	01/15/16	248964	13,396.71-
00001 MS DEPT OF INFORMATION T	IN 601 COH19	02016227	15001969	LONG DIST 10/15 VARI DEPTS	01/15/16	248964	13,530.81-
00001 MS DEPT OF INFORMATION T	IN 601 COZ27	02016238	15001970	NCIC MAINT 12/15 POLICE	01/15/16	248964	224.00-
MS DEPT OF INFORMATION T							
Sum							27,151.52-
00001 MS FIRE & SAFETY OF HBUR	49130 & 4913	00157895	15001910	CHARGE P/W EXTINGUISHERS	01/15/16	248965	686.00-
00001 MS FIRE & SAFETY OF HBUR	49128	00157925	15001935	6 YR EXTINGUISHER MAINT	01/15/16	248965	222.00-
00001 MS FIRE & SAFETY OF HBUR	49196	00157966	15001938	EXTINGUISHER MNT POLICE DEPT	01/15/16	248965	270.00-
MS FIRE & SAFETY OF HBUR							
Sum							1,178.00-
00001 MS GRASS NURSERY	27386	00157435	15001770	GRASS SOD CEMETERY	01/15/16	248966	120.00-
00001 MS GRASS NURSERY	27398	00157435	15001771	GRASS SOD CEMETERY	01/15/16	248966	120.00-
MS GRASS NURSERY							
Sum							240.00-
00001 MS MUNICIPAL LEAGUE	REG DUPREE 2	00157832	15001841	REG DUPREE YOUTH CONF MSU	01/15/16	248967	25.00-
00001 MS MUNICIPAL LEAGUE	REG AMOS 1/1	00157975	15001976	REG AMOS CONF JACKSON	01/15/16	248967	185.00-
MS MUNICIPAL LEAGUE							
Sum							210.00-
00001 MS MUNICIPAL WORKERS' CO	6684	00157736	15001822	2ND PYMT FY 10/1/15-9/30/16	01/15/16	248968	280,953.00-
MS MUNICIPAL WORKERS' CO							
Sum							280,953.00-
00001 MS POWER COMPANY	1/16 GENERAL	00020167	15001987	MNTHLY ELEC-GENERAL	01/15/16	248969	4,690.58-
MS POWER COMPANY							
Sum							4,690.58-
00001 MS STATE DEVELOPMENT AUT	GRANT# R-103	02016224	15001893	HCL LEVERAGE LENDER LLC	01/11/16	110520	10,117.67-
MS STATE DEVELOPMENT AUT							
Sum							10,117.67-
00001 MS STATE/TAX COMM/UNDERC	PO#158047 1/	00158047	15002021	TAG RNWLS UNDERCOVER UNITS	01/15/16	248970	368.75-
MS STATE/TAX COMM/UNDERC							
Sum							368.75-
00001 MS STATE/TREASURER/FINAN	FINE COLLECT	02016204	15001739		01/04/16	110502	76,604.32-
MS STATE/TREASURER/FINAN							

Sum								76,604.32-
00001 MS STEAM CLEANING SERVIC	PO#155691 12	00155691	15001833	HOOD SYS MAINT VARI FIRE STA		01/15/16	248971	1,170.00-
MS STEAM CLEANING SERVIC								
Sum								1,170.00-
00001 NAPA AUTO PARTS	537977	00157401	15001878	REPR PTS SHOP STOCK		01/15/16	248972	83.50-
NAPA AUTO PARTS								
Sum								83.50-
00001 NATL ASSN OF TOWN WATCH	NNO2807 MS17	00157856	15001897	ANNUAL MBRSHP FEE		01/15/16	248973	35.00-
NATL ASSN OF TOWN WATCH								
Sum								35.00-
00001 NEIGHBORHOODS USA (NUSA)	2015-2016 MB	00157858	15001898	2015-2016 MBRSHP FEE		01/15/16	248975	100.00-
NEIGHBORHOODS USA (NUSA)								
Sum								100.00-
00001 NEWELL PAPER COMPANY	859576	00157624	15001804	BATH TISSUE ACCTG/PURCH		01/15/16	248977	90.00-
00001 NEWELL PAPER COMPANY	859774	00157624	15001805	PAPER TOWELS ACCTG/PURCH		01/15/16	248977	204.00-
00001 NEWELL PAPER COMPANY	859873	00157682	15001818	JANIT SUPP CEMETERY		01/15/16	248977	967.85-
00001 NEWELL PAPER COMPANY	858923	00157437	15001879	RAGS FOR SHOP		01/15/16	248977	309.04-
00001 NEWELL PAPER COMPANY	459891	00157728	15001934	JANIT SUPP CITY HALL		01/15/16	248977	789.20-
NEWELL PAPER COMPANY								
Sum								2,360.09-
00001 NOTARY PUBLIC UNDERWRITE	NOTARY RNWL	00157977	15002001	NOTARY RNWL EATON		01/15/16	248978	25.00-
NOTARY PUBLIC UNDERWRITE								
Sum								25.00-
00001 ORION PLANNING GROUP	1953	00157902	15001899	SRVS LAND CODE DEV REVISED		01/15/16	248980	10,894.12-
ORION PLANNING GROUP								
Sum								10,894.12-
00001 OWENS BUSINESS MACHINES	301052	00157872	15001858	COPIER 1/16-12/16 COMM RELA		01/15/16	248981	720.00-
00001 OWENS BUSINESS MACHINES	30172	00157843	15001932	COPIER 1-31/16 M/ADM		01/15/16	248981	187.00-
OWENS BUSINESS MACHINES								
Sum								907.00-
00001 PALM PROPERTY DEVELOPMEN	MB#2014/198-	02016221	15001922	DL RENEWAL STATION LEASE PYMT		01/15/16	248983	1,100.00-
PALM PROPERTY DEVELOPMEN								
Sum								1,100.00-
00001 PEARL RIVER VALLEY EPA (	1/16 GENERAL	00020167	15001989	MNTHLY 1/16 PUBLIC SERVICES		01/15/16	248984	5,078.89-
PEARL RIVER VALLEY EPA (								
Sum								5,078.89-
00001 PENNEY, J C COMMERCIAL	P911900AG00Y	00157121	15001980	CLOTH ALLOW MCLAURIN POLICE		01/15/16	248985	203.93-
PENNEY, J C COMMERCIAL								
Sum								203.93-

00001	PINE BELT MENTAL HEALTHC SEP-15		00157987	15001972	JAIL DIV GRANT EVAL 9/15	01/15/16	248987	692.45-
00001	PINE BELT MENTAL HEALTHC OCT-15		00157990	15001973	JAIL DIV GRANT EVAL 10/15	01/15/16	248987	952.26-
00001	PINE BELT MENTAL HEALTHC NOV-15		00157993	15001974	JAIL DIV GRANT EVAL 11/15	01/15/16	248987	737.04-
PINE BELT MENTAL HEALTHC								
Sum								2,381.75-
00001	PINE BELT OIL COMPANY IN 1028640		00157668	15001894	GAS FOR FUEL STATION	01/15/16	248989	6,761.55-
00001	PINE BELT OIL COMPANY IN 1034626		00157668	15001895	DIESEL FOR FUEL STATION	01/15/16	248989	4,054.82-
00001	PINE BELT OIL COMPANY IN POLICE 12/15		00157931	15001926	REMOTE SITE FUEL CHGS 12/15	01/15/16	248989	394.55-
00001	PINE BELT OIL COMPANY IN FIRE 12/15		00157931	15001927	REMOTE SITE FUEL CHGS 12/15	01/15/16	248989	1,082.06-
00001	PINE BELT OIL COMPANY IN EMER MGT 12/		00157931	15001928	REMOTE SITE FUEL CHGS 12/15	01/15/16	248989	512.30-
00001	PINE BELT OIL COMPANY IN 1027481		00156478	15002008	GAS FOR P/W FUEL STATION	01/15/16	248989	8,369.05-
00001	PINE BELT OIL COMPANY IN 1034412		00156678	15002009	GAS FOR P/W FUEL STATION	01/15/16	248989	7,859.71-
00001	PINE BELT OIL COMPANY IN 10312171		00156678	15002010	DIESEL FOR P/W FUEL STATION	01/15/16	248989	11,633.90-
00001	PINE BELT OIL COMPANY IN 1027513		00156818	15002011	GAS FOR P/W FUEL STATION	01/15/16	248989	7,292.76-
00001	PINE BELT OIL COMPANY IN 1031420		00156818	15002012	DIESEL FOR P/W FUEL STATION	01/15/16	248989	6,633.53-
00001	PINE BELT OIL COMPANY IN 1027522		00156994	15002013	GAS/DIESEL FOR P/W FUEL STA	01/15/16	248989	11,921.15-
00001	PINE BELT OIL COMPANY IN 1028620		00157431	15002014	GAS FOR P/W FUEL STATION	01/15/16	248989	8,850.81-
00001	PINE BELT OIL COMPANY IN 1032292		00157431	15002015	DIESEL FOR P/W FUEL STATION	01/15/16	248989	4,529.35-
00001	PINE BELT OIL COMPANY IN 1031524		00157607	15002016	GAS/DIESEL FOR P/W FUEL STA	01/15/16	248989	11,431.01-
00001	PINE BELT OIL COMPANY IN 944174		00158048	15002022	FUEL CARD SERVICE	01/15/16	248989	394.28-
00001	PINE BELT OIL COMPANY IN 947493		00158048	15002023	FUEL CARD SERVICE	01/15/16	248989	411.37-
PINE BELT OIL COMPANY IN								
Sum								92,132.20-
00001	PINE BELT READY MIX CONC 467528		00157013	15001993	CONCRETE STREET DEPT	01/15/16	248990	615.00-
00001	PINE BELT READY MIX CONC 468176		00157013	15001994	CONCRETE STREET DEPT	01/15/16	248990	717.50-
00001	PINE BELT READY MIX CONC 468188		00157013	15001995	CONCRETE STREET DEPT	01/15/16	248990	1,640.00-
00001	PINE BELT READY MIX CONC 468615		00157013	15001996	CONCRETE STREET DEPT	01/15/16	248990	820.00-
00001	PINE BELT READY MIX CONC 467159(B)		00157013	15001997	CONCRETE STREET DEPT	01/15/16	248990	263.75-
PINE BELT READY MIX CONC								
Sum								4,056.25-
00001	PINEBELT DOOR & HARDWARE 11992		00157667	15001908	SECURITY LOCKS #1 FIRE STA	01/15/16	248991	2,550.00-
PINEBELT DOOR & HARDWARE								
Sum								2,550.00-
00001	PUCKETT MACHINERY COMPAN 526455-001		00157656	15001816	REBAR BENDER/CUTTER CONSTR	01/15/16	248994	485.00-
00001	PUCKETT MACHINERY COMPAN 526422-0001		00157656	15001819	REBAR BENDER/CUTTER CONSTR	01/15/16	248994	496.90-
00001	PUCKETT MACHINERY COMPAN 526422-0002		00157656	15001820	CREDIT	01/15/16	248994	496.90
00001	PUCKETT MACHINERY COMPAN P05C5597055		00157400	15001949	REPR PTS U#20093 STREET	01/15/16	248994	81.05-
PUCKETT MACHINERY COMPAN								
Sum								566.05-
00001	PUCKETT RENTS	527215-0001	00157799	15001912	TRASH PUMP CONSTR DEPT	01/15/16	248995	1,700.00-
00001	PUCKETT RENTS	526557-0001	00157694	15001914	LOOP TIES 32ND AVE BRIDGE	01/15/16	248995	48.20-
PUCKETT RENTS								
Sum								1,748.20-

00001 RAYNER, JACK	#5 J SMITH(A	00157472	15001902	POLYGRAPH EXAM RECRUIT	01/15/16	248998	150.00-
00001 RAYNER, JACK	#3	00157473	15001903	POLYGRAPH EXAMS RECRUITS #33	01/15/16	248998	2,700.00-
00001 RAYNER, JACK	#5 J SMITH(B	00157807	15001904	POLYGRAPH RETEST RECRUIT	01/15/16	248998	150.00-
RAYNER, JACK							
Sum							3,000.00-
00001 REGIONS BANK (SANITATION	LEASE#001-00	02016225	15001892	SANITATION TRUCKS LEASE 2015	01/11/16	110519	41,376.51-
REGIONS BANK (SANITATION							
Sum							41,376.51-
00001 RICOH CORP	5039697082	00157845	15001838	PRODUCTION PRINTER CHARGES	01/15/16	248999	819.93-
RICOH CORP							
Sum							819.93-
00001 RJ YOUNG COMPANY	INV1148652	00157684	15001766	COPIER 12/14-12/15 PUB WORKS	01/15/16	249000	302.90-
00001 RJ YOUNG COMPANY	INV1151495	00157732	15001767	COPIER 11/14-12/13 ENGR	01/15/16	249000	318.00-
00001 RJ YOUNG COMPANY	INV1151494	00158046	15002018	COPIER 11/14-12/13 CITY CLERK	01/15/16	249000	298.00-
RJ YOUNG COMPANY							
Sum							918.90-
00001 RODCO, LLC	10875	00157688	15001765	PLAN REVIEWS CORRINE/GRN BAY	01/15/16	249004	500.00-
RODCO, LLC							
Sum							500.00-
00001 ROGERS, KEVIN & ASSOCIAT	PO#157959 1/	00157959	15001943	5 TITLE OPINIONS LAND CODE	01/15/16	249005	1,250.00-
ROGERS, KEVIN & ASSOCIAT							
Sum							1,250.00-
00001 RYAN MOTORS INC	242496	00156956	15001861	REPLACE KEYS LAND CODE UNIT	01/15/16	249007	191.60-
00001 RYAN MOTORS INC	207387	00157357	15001868	REPR PTS U#14178 STREET	01/15/16	249007	639.42-
RYAN MOTORS INC							
Sum							831.02-
00001 SHOWS DEARMAN & WAITS IN	18884	00157933	15001959	SERV GORDON CRK ROW SURVEY	01/15/16	249009	42.50-
00001 SHOWS DEARMAN & WAITS IN	18880	00157939	15001960	SERVS EPA RESPONSE	01/15/16	249009	5,100.00-
00001 SHOWS DEARMAN & WAITS IN	18862	00157940	15001961	SERV TOPO/EXPAN WAREHSE PLT#2	01/15/16	249009	1,437.50-
SHOWS DEARMAN & WAITS IN							
Sum							6,580.00-
00001 SIGMA CONSULTING AND TRA	7281	00157900	15001911	REG CHEMICAL SPILL CLASS (4)	01/15/16	249010	500.00-
SIGMA CONSULTING AND TRA							
Sum							500.00-
00001 SOLAR SUPPLY INC	3475196	00157696	15001901	A/C REPR PTS IT DEPT	01/15/16	249012	3,791.62-
SOLAR SUPPLY INC							
Sum							3,791.62-

00001	SOUTHERN FINANCIAL SYSTE	CMCHAT 11/17	02016234	15001923	POLICE FINES COLL.FEE	01/15/16	249013	311.00-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT2 12/1	02016235	15001924	POLICE FINES COLL.FEE	01/15/16	249013	385.70-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT3 12/1	02016236	15001925	POLICE FINES COLL.FEE	01/15/16	249013	743.83-
SOUTHERN FINANCIAL SYSTE								
Sum								1,440.53-
00001	SOUTHERN PINE ELECTRIC P	1/16 GENERAL	00020167	15001968	MNTHLY 1/16 PUBLIC SERVICES	01/15/16	249014	1,263.99-
SOUTHERN PINE ELECTRIC P								
Sum								1,263.99-
00001	SOUTHERN PINES ANIMAL SH	12/15	00157965	15001962	HANDLING,HOUSING 12/15	01/15/16	249015	9,979.83-
00001	SOUTHERN PINES ANIMAL SH	1/16	00157965	15001963	HANDLING,HOUSING 1/16	01/15/16	249015	9,716.00-
SOUTHERN PINES ANIMAL SH								
Sum								19,695.83-
00001	SOUTHERN TIRE MART LLC	9005462	00155891	15001756	ALIGNMENT U#18332 POLICE	01/15/16	249017	59.95-
00001	SOUTHERN TIRE MART LLC	9005083	00156964	15001869	TIRES U#18547 STREET	01/15/16	249017	346.73-
00001	SOUTHERN TIRE MART LLC	9004314	00156968	15001870	TUBES U#15999 STREET	01/15/16	249017	231.00-
00001	SOUTHERN TIRE MART LLC	9005131	00156968	15001871	VALVE STEMS SHOP STOCK	01/15/16	249017	70.00-
00001	SOUTHERN TIRE MART LLC	11109903	00157789	15001965	TIRE U#13024 CEMETERY	01/15/16	249017	322.55-
SOUTHERN TIRE MART LLC								
Sum								1,030.23-
00001	STANDARD OFFICE SUPPLY C	0057252-001	00156154	15001744	COPY PAPER MUN COURT	01/15/16	249020	432.50-
00001	STANDARD OFFICE SUPPLY C	0057253-001	00156154	15001745	OFFICE SUPP MUN COURT	01/15/16	249020	48.95-
00001	STANDARD OFFICE SUPPLY C	0058643-001	00157583	15001748	COPY PAPER PURCH/ACCTG	01/15/16	249020	125.97-
00001	STANDARD OFFICE SUPPLY C	0058892-001	00157774	15001828	COPY PAPER POLICE DEPT	01/15/16	249020	251.94-
00001	STANDARD OFFICE SUPPLY C	0059057-001	00157893	15001909	DESK CALENDARS TRAFFIC DEPT	01/15/16	249020	32.94-
00001	STANDARD OFFICE SUPPLY C	0058802-001	00157716	15002003	OFFICE SUPP MUN COURT	01/15/16	249020	1,222.91-
00001	STANDARD OFFICE SUPPLY C	0058858-001	00157716	15002004	OFFICE SUPP MUN COURT	01/15/16	249020	17.94-
00001	STANDARD OFFICE SUPPLY C	0058868-001	00157716	15002005	OFFICE SUPP MUN COURT	01/15/16	249020	18.99-
00001	STANDARD OFFICE SUPPLY C	0059098-001	00157716	15002006	OFFICE SUPP MUN COURT	01/15/16	249020	755.00-
00001	STANDARD OFFICE SUPPLY C	0059199-001	00157716	15002007	CREDIT	01/15/16	249020	65.96
STANDARD OFFICE SUPPLY C								
Sum								2,841.18-
00001	STATE FIRE ACADEMY	23668 ALLEN	00157730	15001760	REG ALLEN FIREGRND LDRSHP CLS	01/15/16	249021	360.00-
00001	STATE FIRE ACADEMY	23758 KEYS 1	00157730	15001761	REG KEYS SMOKE DIVER CLASS	01/15/16	249021	420.00-
00001	STATE FIRE ACADEMY	23758 SMITH	00157730	15001762	REG SMITH SMOKE DIVER CLASS	01/15/16	249021	420.00-
00001	STATE FIRE ACADEMY	23758 MOONEY	00157972	15002002	REG MOONEY TRENCH RESCUE CLS	01/15/16	249021	68.00-
STATE FIRE ACADEMY								
Sum								1,268.00-
00001	STEWART, JAWAUNA (REFUND	DAMAGE DEP R	02016220	15001890	DAMAGE DEPOSIT REFUND	01/15/16	249022	100.00-
STEWART, JAWAUNA (REFUND								
Sum								100.00-
00001	STRATEGIC SYSTEMS & TECH	INV74205	00157640	15001843	ASSET TRACKING SYS MOBILE 5	01/15/16	249023	799.00-
STRATEGIC SYSTEMS & TECH								
Sum								799.00-

00001 STRIBLING EQUIPMENT CO L	RS006015506:	00156763	15001982	REPRS U#20152 STREET	01/15/16	249024	1,213.00-
STRIBLING EQUIPMENT CO L							
Sum							1,213.00-
00001 TASER INTERNATIONAL, INC	REG JOHNSON	00157727	15001759	REG JOHNSON TASER REFRESH CRS	01/15/16	249028	200.00-
TASER INTERNATIONAL, INC							
Sum							200.00-
00001 THORNTON, BENJAMIN	INTERPRETER	00157719	15001746	INTERPRETER SERVS MUN COURT	01/15/16	249031	300.00-
THORNTON, BENJAMIN							
Sum							300.00-
00001 THYSSENKRUPP ELEVATOR CO	3002297763	00157955	15001966	MAINT 1/16 PINE ST GARAGE	01/15/16	249032	425.68-
00001 THYSSENKRUPP ELEVATOR CO	3002297763(B	00157955	15001990	MAINT 1/16 PINE ST GARAGE	01/15/16	249032	27.00-
THYSSENKRUPP ELEVATOR CO							
Sum							452.68-
00001 TRANSUNION RISK AND ALTE	362606 01/01	00157830	15001857	ONLINE INVESTIGATIONS 12/15	01/15/16	249033	110.50-
TRANSUNION RISK AND ALTE							
Sum							110.50-
00001 TYLER TECHNOLGIES INC	025-141959	00157846	15001844	IMPLEMENTATION ENERGOV PROJ	01/15/16	249035	1,443.75-
TYLER TECHNOLGIES INC							
Sum							1,443.75-
00001 UNITED PARCEL SERVICE IN	0008E1Y15515	00157821	15001854	SHIP CHG 11/21/15 POLICE DEP	01/15/16	249038	4.46-
UNITED PARCEL SERVICE IN							
Sum							4.46-
00001 V F W OF THE US	PARKING SPAC	00157690	15001776	PARKING SPACES 1/16	01/15/16	249039	75.00-
V F W OF THE US							
Sum							75.00-
00001 VESELY'S NURSERY	PO#156607 12	00156607	15001826	POINSETTIAS FOR CITY HALL	01/15/16	249043	293.00-
VESELY'S NURSERY							
Sum							293.00-
00001 WAL-MART STORES INC	008270	00156038	15001757	OFFICE SUPP P/F ACADEMY	01/15/16	249046	69.70-
00001 WAL-MART STORES INC	008510	00156038	15001758	OFFICE SUPP P/F ACADEMY	01/15/16	249046	64.88-
WAL-MART STORES INC							
Sum							134.58-
00001 WARREN PAVING INC	811828	00157078	15001815	PAVING FRANKLIN ST	01/15/16	249047	37,117.59-
00001 WARREN PAVING INC	811830	00157034	15001991	PAVING PENTON ST	01/15/16	249047	43,140.44-
00001 WARREN PAVING INC	811829	00157040	15001992	PAVING BERNICE ST	01/15/16	249047	12,475.88-
WARREN PAVING INC							
Sum							92,733.91-
00001 WASTE MANAGEMENT OF SOUT	0008651-2526	00157897	15001918	REFUSE DISPOSAL SANIT	01/15/16	249048	7,621.02-
WASTE MANAGEMENT OF SOUT							

Sum							7,621.02-
00001	WATERS INTERNATIONAL TRU	08P804700	00157364	15001872	REPR PTS U#16008 STREET	01/15/16	249049	78.73-
00001	WATERS INTERNATIONAL TRU	08P804914	00157373	15001882	REPR PTS VARI SANIT UNITS	01/15/16	249049	657.62-
00001	WATERS INTERNATIONAL TRU	08P804187	00157378	15001883	REPR PTS VARI SANIT UNITS	01/15/16	249049	194.33-
00001	WATERS INTERNATIONAL TRU	08P804865	00157404	15001884	REPR PTS U#16082 SANIT	01/15/16	249049	72.06-
00001	WATERS INTERNATIONAL TRU	08P804912	00157373	15001886	CREDIT	01/15/16	249049	178.22
00001	WATERS INTERNATIONAL TRU	08P804913	00157373	15001887	CREDIT	01/15/16	249049	479.40
00001	WATERS INTERNATIONAL TRU	08810282	00157879	15001986	REPRS U#12891 CEMETERY	01/15/16	249049	664.73-
WATERS INTERNATIONAL TRU								
Sum								1,009.85-
00001	WATTS BROTHERS TRACTOR C	01-10580	00157122	15001873	REPR PTS U#15999 STREET	01/15/16	249051	38.40-
00001	WATTS BROTHERS TRACTOR C	01-10822	00157344	15001874	REPR PTS U#15999 STREET	01/15/16	249051	764.72-
00001	WATTS BROTHERS TRACTOR C	01-10753	00157358	15001875	REPR PTS U#15515 STREET	01/15/16	249051	140.93-
WATTS BROTHERS TRACTOR C								
Sum								944.05-
00001	WILLMUT GAS & OIL COMPAN	1/16 GENERAL	00020167	15001988	MNTHLY GAS-GENERAL	01/15/16	249054	3,087.80-
WILLMUT GAS & OIL COMPAN								
Sum								3,087.80-
00001	WRITEGUARD BUSINESS SYST	00156817	00157469	15001749	W2 TAX FORMS HUMAN RES	01/15/16	249057	246.00-
WRITEGUARD BUSINESS SYST								
Sum								246.00-
Sum								1,810,227.64-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JANUARY 15, 2016

Date - 01/14/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 A & R FARM AND GARDEN	294774	00157882	15000453	HAND TOOLS GRNDS MAINT	01/15/16	248834	675.00-
A & R FARM AND GARDEN							
Sum							675.00-
00002 ANOINTED HANDS SERVICES,	1711	00157994	15000455	SERV 1/16 GRNDS MAINT	01/15/16	248844	250.00-
ANOINTED HANDS SERVICES,							
Sum							250.00-
00002 BRACKMAN MOWER WAREHOUSE	6721	00157500	15000424	REPR PTS U#14980 MOWER	01/15/16	248857	44.26-
00002 BRACKMAN MOWER WAREHOUSE	6820	00157739	15000435	REPRS U#16979 MOWER	01/15/16	248857	451.39-
00002 BRACKMAN MOWER WAREHOUSE	6860	00157812	15000436	AGRI EQUIP REPR PTS	01/15/16	248857	599.90-
BRACKMAN MOWER WAREHOUSE							
Sum							1,095.55-
00002 BRADDOCK, ARETHA	OFFICIAL 12/	02016230	15000437	OFFICIAL-YOUTH BASKETBALL	01/15/16	248858	125.00-
BRADDOCK, ARETHA							
Sum							125.00-
00002 BROWN, KIM	OFFICIAL 12/	02016230	15000438	OFFICIAL-YOUTH BASKETBALL	01/15/16	248859	125.00-
BROWN, KIM							
Sum							125.00-
00002 CARQUEST AUTO PARTS STOR	14758-61884	00157511	15000422	REPR PTS U#18680 TRUCK	01/15/16	248862	66.31-
CARQUEST AUTO PARTS STOR							
Sum							66.31-
00002 CITY OF HATTIESBURG FUND	TRF 1ST 1/16	02016209	15000425	TRF 1ST 1/16 PAYROLL	01/05/16	310786	44,413.92-
CITY OF HATTIESBURG FUND							
Sum							44,413.92-
00002 DOLEAC ELECTRIC CO INC	H17354	00155963	15000431	REPR TATUM SOCCER FLD LIGHTS	01/15/16	248881	760.00-
DOLEAC ELECTRIC CO INC							
Sum							760.00-
00002 ECONOMY SUPPLY CO	244063	00157636	15000434	BLDG MATLS MCNAIR POOL HOUSE	01/15/16	248884	62.50-
ECONOMY SUPPLY CO							
Sum							62.50-
00002 ELKINS WHOLESALE INC	265616-00	00157811	15000433	JANIT SUPP GRNDS MAINT	01/15/16	248885	391.26-
ELKINS WHOLESALE INC							
Sum							391.26-

00002 GRAVES, GARY L	OFFICIAL 12/	02016230	15000439	OFFICIAL-YOUTH BASKETBALL	01/15/16	248913	150.00-
GRAVES, GARY L							
Sum							150.00-
00002 GRIFFIN, GABRIEL	OFFICIAL 12/	02016230	15000440	OFFICIAL-YOUTH BASKETBALL	01/15/16	248914	100.00-
GRIFFIN, GABRIEL							
Sum							100.00-
00002 HARRISON, KATRINA	SPORTS SERVS	02016231	15000442	SPORTS SUPPORT SERVICES	01/15/16	248922	240.00-
HARRISON, KATRINA							
Sum							240.00-
00002 HUGHES SUPPLY	S146955089.0	00157805	15000430	PLUMB SUPP GRNDS OFFICE	01/15/16	248926	352.57-
HUGHES SUPPLY							
Sum							352.57-
00002 JACKSON, ROOSEVELT III	784453 PO#15	00157790	15000451	PAINT EXTERIOR UNETTA ST GYM	01/15/16	248935	3,160.00-
JACKSON, ROOSEVELT III							
Sum							3,160.00-
00002 JONES, ANN	PETTY CASH 1	00157992	15000454	PETTY CASH GRNDS MAINT	01/15/16	248938	142.30-
JONES, ANN							
Sum							142.30-
00002 KEYS, MECHEKA	SPORTS SERVS	02016231	15000443	SPORTS SUPPORT SERVICES	01/15/16	248939	48.00-
KEYS, MECHEKA							
Sum							48.00-
00002 LAMAR AUTO SALVAGE INC	536445	00157660	15000423	REPR PTS U#7383 TRUCK	01/15/16	248945	75.00-
LAMAR AUTO SALVAGE INC							
Sum							75.00-
00002 MISSISSIPPI AG COMPANY,	W65477	00156619	15000450	REPRS U#8644 TRACTOR	01/15/16	248959	455.32-
MISSISSIPPI AG COMPANY,							
Sum							455.32-
00002 MOORE'S LOCK AND KEY LLC	19466	00157638	15000429	LOCK REPR MCNAIR ENTRANCE	01/15/16	248962	55.00-
MOORE'S LOCK AND KEY LLC							
Sum							55.00-
00002 MS POWER COMPANY	1/16 PKS/REC	00020167	15000456	MNTHLY ELEC-PARKS & REC	01/15/16	248969	1,083.55-
MS POWER COMPANY							
Sum							1,083.55-
00002 PLAY IT AGAIN SPORTS	PO#157519 1/	00157519	15000452	UNIFORMS YTH BASKETBALL 2016	01/15/16	248992	4,964.00-
PLAY IT AGAIN SPORTS							
Sum							4,964.00-

00002 POWELL, RANDY	SPORTS SERVS	02016231	15000444	SPORTS SUPPORT SERVICES	01/15/16	248993	48.00-

POWELL, RANDY							
Sum							48.00-
00002 SPORTS ILLUSTRATED PLAY	188356	00157776	15000428	SPORTS REG YOUTH BASKETBALL	01/15/16	249019	307.25-
SPORTS ILLUSTRATED PLAY							
Sum							307.25-
00002 TERRELL, WINSTON	OFFICIAL 12/	02016230	15000441	OFFICIAL-YOUTH BASKETBALL	01/15/16	249029	100.00-
TERRELL, WINSTON							
Sum							100.00-
00002 U P S STORE, THE (HATTIE	PO#154962 12	00154962	15000427	SENIORS NEWSLETTERS 9-10/15	01/15/16	249036	121.52-
U P S STORE, THE (HATTIE							
Sum							121.52-
00002 VARNADO, ALEXANDRIA	SPORTS SERVS	02016231	15000447	SPORTS SUPPORT SERVICES	01/15/16	249041	72.00-
VARNADO, ALEXANDRIA							
Sum							72.00-
00002 VARNADO, UNDREA	SPORTS SERVS	02016231	15000448	SPORTS SUPPORT SERVICES	01/15/16	249042	72.00-
VARNADO, UNDREA							
Sum							72.00-
00002 VIRGES, RODERICK	SPORTS SERVS	02016231	15000449	SPORTS SUPPORT SERIVCES	01/15/16	249045	256.00-
VIRGES, RODERICK							
Sum							256.00-
00002 WHEELER, CURTIS	SPORTS SERVS	02016231	15000446	SPORTS SUPPORT SERVICES	01/15/16	249052	56.00-
WHEELER, CURTIS							
Sum							56.00-
00002 WHIGHAM, JEVONTA	SPORTS SERVS	02016231	15000445	SPORTS SUPPORT SERVICES	01/15/16	249053	524.00-
WHIGHAM, JEVONTA							
Sum							524.00-
00002 WILLMUT GAS & OIL COMPAN	1/16 PKS/REC	00020167	15000457	MNTHLY GAS-PARKS & REC	01/15/16	249054	618.83-
WILLMUT GAS & OIL COMPAN							
Sum							618.83-
Sum							60,965.88-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
HATT.MUNICIPAL FIRE PROTECTION							
00005 TRUSTMARK NATIONAL BANK/	AC#28401107	02016229	15000010	FIRE TRK LEASE NOTE #33523	01/11/16	21915	14,340.60-
TRUSTMARK NATIONAL BANK/							
Sum							14,340.60-
Sum							14,340.60-

CITY OF HATTIESBURG
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PAYROLL FUND							
00006 FRANKLIN COLLECTION SERV	7318	00201649	15000168	GARNISHMENT	01/05/16	110493	158.91-
FRANKLIN COLLECTION SERV							
Sum							158.91-
00006 MILLER, JAMES K (REFUNDS	REFUND HOSPI	02016232	15000179	REFUND HOSPITAL INSURANCE	01/11/16	110518	388.00-
MILLER, JAMES K (REFUNDS							
Sum							388.00-
00006 MONTAGUE, TRACY (REFUNDS	REFUND MEDIC	02016217	15000178	REFUND MEDICAL/DENTAL	01/07/16	110516	721.26-
MONTAGUE, TRACY (REFUNDS							
Sum							721.26-
00006 NETWORK SERVICES (NSI)	6097	00201649	15000162	GARNISHMENT	01/05/16	110487	477.66-
NETWORK SERVICES (NSI)							
Sum							477.66-
00006 PROVIDENT LIFE AND ACCID	12/15	00201652	15000176	EMP CONTRIB 12/15	01/07/16	110511	6,862.12-
PROVIDENT LIFE AND ACCID							
Sum							6,862.12-
Sum							8,607.95-

CITY OF HATTIESBURG
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WATER & SEWER OPERATION/MAINT.							
00009 ADVANCED JANITORIAL SERV	100727 WTR B	00158030	15000479	SERV 12/14 WTR BILL OFFICE	01/15/16	248836	495.00-
ADVANCED JANITORIAL SERV							
Sum							495.00-
00009 AUTO ARMATURE SERVICE IN	02450	00157678	15000418	BATTERY U#12689 TRANS	01/15/16	248848	122.95-
00009 AUTO ARMATURE SERVICE IN	02445	00157644	15000436	STARTER U#13061 SEWER	01/15/16	248848	99.95-
00009 AUTO ARMATURE SERVICE IN	02622	00157873	15000454	ALTERNATOR U#14712 TRANS	01/15/16	248848	139.95-
AUTO ARMATURE SERVICE IN							
Sum							362.85-
00009 BODY TECH INC	4750(A)	00157527	15000416	REPRS U#19356/18706 WTR BILL	01/15/16	248854	4,396.22-
00009 BODY TECH INC	4750(B)	00157570	15000417	ADDL AMT DUE PO#157527	01/15/16	248854	482.60-
00009 BODY TECH INC	0803	00157844	15000438	TOWING U#18705 WTR BILLING	01/15/16	248854	70.00-
00009 BODY TECH INC	0647	00157020	15000488	TOWING U#13080 LAGOON	01/15/16	248854	70.00-
BODY TECH INC							
Sum							5,018.82-
00009 BONNER ANALYTICAL TESTIN	59885	00157737	15000426	REPEAT 12/15 NORTH LAGOON	01/15/16	248855	64.00-
00009 BONNER ANALYTICAL TESTIN	59886	00157737	15000427	SAMPLE 127 LAKELAND DR	01/15/16	248855	53.00-
00009 BONNER ANALYTICAL TESTIN	59553	00157924	15000472	NPDES MONITORING 11/15 LAGNS	01/15/16	248855	885.82-
00009 BONNER ANALYTICAL TESTIN	59540	00157924	15000473	FILTER MONITOR 900 JAMES ST	01/15/16	248855	106.00-
00009 BONNER ANALYTICAL TESTIN	59456	00157924	15000474	REPEAT 10/15 SOUTH LAGOON	01/15/16	248855	148.75-
00009 BONNER ANALYTICAL TESTIN	59359	00157924	15000475	NPDES MONITORING 10/15 LAGNS	01/15/16	248855	885.82-
00009 BONNER ANALYTICAL TESTIN	57892	00157924	15000476	REPEAT 3/15 NORTH LAGOON	01/15/16	248855	64.00-
00009 BONNER ANALYTICAL TESTIN	59988	00158025	15000487	SPECIAL TESTS LAGOONS	01/15/16	248855	1,442.50-
BONNER ANALYTICAL TESTIN							
Sum							3,649.89-
00009 BRUNINI	210343	00157901	15000457	SRVS GULF RESTORATION NETWORK	01/15/16	248860	2,378.75-
00009 BRUNINI	210344	00157901	15000458	SRVS GENERAL SSO 11/15	01/15/16	248860	12,539.50-
00009 BRUNINI	210345	00157901	15000459	SRVS GOUNDWORX,LLC 11/15	01/15/16	248860	176.00-
00009 BRUNINI	209812	00157901	15000460	SRVS GULF RESTORATION	01/15/16	248860	1,438.25-
00009 BRUNINI	209813	00157901	15000461	SRVS GENERAL SSO	01/15/16	248860	7,681.70-
00009 BRUNINI	209814	00157901	15000462	SRVS GROUNDWORX	01/15/16	248860	198.00-
BRUNINI							
Sum							24,412.20-
00009 CARQUEST AUTO PARTS STOR	14758-58729	00156210	15000419	REPR PTS U#13512 TRANS	01/15/16	248862	57.63-
00009 CARQUEST AUTO PARTS STOR	14758-62674	00157874	15000455	REPR PTS U#14712 TRANS	01/15/16	248862	81.71-
00009 CARQUEST AUTO PARTS STOR	14758-62673	00157877	15000456	REPR PTS U#14164 TRANS	01/15/16	248862	86.33-
CARQUEST AUTO PARTS STOR							
Sum							225.67-

00009 CHAIN ELECTRIC COMPANY	600190	00157571	15000433	ELEC REPR TMBRTN #2 LIFT STA	01/15/16	248865	250.00-
CHAIN ELECTRIC COMPANY							
Sum							250.00-
00009 CITY OF HATTIESBURG FUND	TRF 1ST 1/16	02016209	15000422	TRF 1ST 1/16 PAYROLL	01/05/16	21912	89,366.16-
CITY OF HATTIESBURG FUND							
Sum							89,366.16-
00009 COBURN'S SUPPLY CO INC	608579134	00157615	15000421	PLUMB SUPP SEWER STOCK	01/15/16	248870	567.12-
00009 COBURN'S SUPPLY CO INC	608603461	00157758	15000452	PLUMB SUPP TRANS STOCK	01/15/16	248870	480.00-
00009 COBURN'S SUPPLY CO INC	608603461-1	00157758	15000453	PLUMB SUPP TRANS STOCK	01/15/16	248870	60.00-
COBURN'S SUPPLY CO INC							
Sum							1,107.12-
00009 COMSOUTH	180629	00157323	15000481	RADIO ANTENNAS/KNOBS	01/15/16	248874	147.75-
00009 COMSOUTH	180789	00157664	15000482	PHONE BATTERIES WTR PLT #2	01/15/16	248874	215.90-
COMSOUTH							
Sum							363.65-
00009 COVINGTON SALES & SERVIC	70467	00155215	15000430	REPR PTS U#15916 SEWER	01/15/16	248876	380.90-
00009 COVINGTON SALES & SERVIC	71117	00156379	15000471	SEWER CLEANER RENT	01/15/16	248876	4,500.00-
COVINGTON SALES & SERVIC							
Sum							4,880.90-
00009 DIXIE COMMUNITY UTILITY	SEWER BILLIN	00157935	15000466	SEWER BILLING REPORT 12/15	01/15/16	248880	391.50-
DIXIE COMMUNITY UTILITY							
Sum							391.50-
00009 ENGINEERING UNLIMITED IN	INV050642	00157385	15000435	BRASS METER LOCKS WTR BILLING	01/15/16	248889	651.53-
ENGINEERING UNLIMITED IN							
Sum							651.53-
00009 EQUIPMENT INC	164001816	00156868	15000447	REPR PTS U#18588 EXCAVATOR	01/15/16	248890	304.80-
00009 EQUIPMENT INC	165500705	00155848	15000486	REPRS U#18588 SEWER	01/15/16	248890	311.12-
EQUIPMENT INC							
Sum							615.92-
00009 FASTENAL COMPANY	MSHAT186995	00157630	15000446	REPR PTS SEWER DEPT	01/15/16	248894	30.69-
FASTENAL COMPANY							
Sum							30.69-
00009 G & K SERVICES	1035649955	00157851	15000439	UNIFORMS 9/29 WTR BILLING	01/15/16	248906	13.24-
00009 G & K SERVICES	1035671442	00157851	15000440	UNIFORMS 12/07 WTR BILLING	01/15/16	248906	15.60-
00009 G & K SERVICES	1035673644	00157851	15000441	UNIFORMS 12/14 WTR BILLING	01/15/16	248906	19.50-
00009 G & K SERVICES	1035675921	00157851	15000442	UNIFORMS 12/21 WTR BILLING	01/15/16	248906	15.60-
00009 G & K SERVICES	1035678181	00157851	15000443	UNIFORMS 12/28 WTR BILLING	01/15/16	248906	15.60-
00009 G & K SERVICES	1035680460	00157851	15000444	UNIFORMS 1/04 WTR BILLING	01/15/16	248906	15.60-
00009 G & K SERVICES	1035671443	00158023	15000492	UNIFORMS 12/07 TRANS	01/15/16	248906	49.11-
00009 G & K SERVICES	1035673645	00158023	15000493	UNIFORMS 12/14 TRANS	01/15/16	248906	49.11-
00009 G & K SERVICES	1035675922	00158023	15000494	UNIFORMSF 12/21 TRANS	01/15/16	248906	60.01-
00009 G & K SERVICES	1035678182	00158023	15000495	UNIFORMS 12/28 TRANS	01/15/16	248906	119.28-

00009	G & K SERVICES	1035671411	00158023	15000496	MATS 12/07 TRANS	01/15/16	248906	14.40-
00009	G & K SERVICES	1035673614	00158023	15000497	MATS 12/14 TRANS	01/15/16	248906	14.40-
00009	G & K SERVICES	1035675890	00158023	15000498	MATS 12/21 TRANS	01/15/16	248906	14.40-
00009	G & K SERVICES	1035678151	00158023	15000499	MATS 12/28 TRANS	01/15/16	248906	14.40-
00009	G & K SERVICES	1035671445	00158023	15000500	UNIFORMS 12/07 SEWER	01/15/16	248906	54.60-
00009	G & K SERVICES	1035673647	00158023	15000501	UNIFORMS 12/14 SEWER	01/15/16	248906	54.60-
00009	G & K SERVICES	1035675924	00158023	15000502	UNIFORMS 12/21 SEWER	01/15/16	248906	54.60-
00009	G & K SERVICES	1035675924	00158023	15000503	UNIFORMSF 12/28 SEWER	01/15/16	248906	61.60-
00009	G & K SERVICES	1035671448	00158023	15000504	UNIFORMS 12/07 PLANT	01/15/16	248906	54.41-
00009	G & K SERVICES	1035673650	00158023	15000505	UNIFORMS 12/14 PLANT	01/15/16	248906	50.51-
00009	G & K SERVICES	1035675927	00158023	15000506	UNIFORMS 12/21 PLANT	01/15/16	248906	50.51-
00009	G & K SERVICES	1035678187	00158023	15000507	UNIFORMS 12/28 PLANT	01/15/16	248906	50.51-
00009	G & K SERVICES	1035671446	00158023	15000508	UNIFORMS 12/07 LAGOON	01/15/16	248906	22.68-
00009	G & K SERVICES	1035673648	00158023	15000509	UNIFORMS 12/14 LAGOON	01/15/16	248906	22.68-
00009	G & K SERVICES	1035675925	00158023	15000510	UNIFORMS 12/21 LAGOON	01/15/16	248906	36.68-
00009	G & K SERVICES	1035678185	00158023	15000511	UNIFORMS 12/21 LAGOON	01/15/16	248906	22.68-
G & K SERVICES								
Sum								966.31-
00009	GARNER LUMLEY ELECTRIC S	519917	00157565	15000420	ELEC SUPP WTR PLANTS	01/15/16	248908	251.34-
00009	GARNER LUMLEY ELECTRIC S	519602	00157383	15000431	ELEC SUPP AVE B LIFT STA	01/15/16	248908	387.19-
GARNER LUMLEY ELECTRIC S								
Sum								638.53-
00009	GILLILANDS ELECTRONICS S	61018	00157706	15000414	ALARM 1/16-4/16 WTR OFFICE	01/15/16	248910	90.00-
GILLILANDS ELECTRONICS S								
Sum								90.00-
00009	IRBY, STUART C CO	S009292858.0	00156890	15000432	HAND TOOLS LAGOONS	01/15/16	248932	368.19-
IRBY, STUART C CO								
Sum								368.19-
00009	JET CONSTRUCTION	2144	00157813	15000468	CLAY GRAVEL WATER PLANT	01/15/16	248936	1,875.00-
JET CONSTRUCTION								
Sum								1,875.00-
00009	L & A CONTRACTING CO	483-046	00157817	15000448	AERATOR MNT 12/21-1/1 LAGNS	01/15/16	248944	15,410.00-
L & A CONTRACTING CO								
Sum								15,410.00-
00009	LANCASTER'S MACHINE & WE	22513	00157124	15000469	BUCKET REPR U#15588 SEWER	01/15/16	248946	800.00-
00009	LANCASTER'S MACHINE & WE	22520	00157613	15000470	FABRICATE BUCKETS FOR TRUCKS	01/15/16	248946	400.00-
LANCASTER'S MACHINE & WE								
Sum								1,200.00-
00009	MCELHANEY PLUMBING INC	239625	00157835	15000480	HAND TOOLS WTR SERVICE MEN	01/15/16	248955	208.41-
MCELHANEY PLUMBING INC								
Sum								208.41-

00009 MS FIRE & SAFETY OF HBUR	49132	00157855	15000445	RECHG EXTINGUISHER WTR PLT	01/15/16	248965	174.00-
00009 MS FIRE & SAFETY OF HBUR	49135	00157928	15000465	6 YR EXTINGUISHER MAINT	01/15/16	248965	24.00-
MS FIRE & SAFETY OF HBUR							
Sum							198.00-
00009 MS POWER COMPANY	1/16 W&SO&M	00020167	15000489	MNTHLY ELEC-W&SO&M	01/15/16	248969	42,525.85-
MS POWER COMPANY							
Sum							42,525.85-
00009 PEARL RIVER VALLEY EPA (	1/16 W&SO&M	00020167	15000491	MNTHLY 1/16 PUBLIC SERVICES	01/15/16	248984	1,140.10-
PEARL RIVER VALLEY EPA (							
Sum							1,140.10-
00009 PUCKETT RENTS	523270-0001	00157126	15000428	TOOL CHEST SEWER DEPT	01/15/16	248995	875.00-
PUCKETT RENTS							
Sum							875.00-
00009 RAWLS SPRINGS UTILITY DI	SEWER BILLIN	00157932	15000467	SEWER BILLING REPORT 12/15	01/15/16	248997	166.00-
RAWLS SPRINGS UTILITY DI							
Sum							166.00-
00009 RICOH CORP	5039697082 W	00157845	15000437	PRODUCTION PRINTER CHARGES	01/15/16	248999	109.44-
RICOH CORP							
Sum							109.44-
00009 RJM MCQUEEN CONTRACTING	989	00157759	15000424	SEWER REPR LAKEVIEW/N 31ST	01/15/16	249001	6,573.45-
00009 RJM MCQUEEN CONTRACTING	990	00157759	15000425	HOT TAP J ED TURNER	01/15/16	249001	2,161.00-
00009 RJM MCQUEEN CONTRACTING	984	00158008	15000484	SEWER REPR S 28TH/ARCADIA	01/15/16	249001	11,515.50-
RJM MCQUEEN CONTRACTING							
Sum							20,249.95-
00009 SOUTHERN PINE ELECTRIC P	1/16 W&SO&M	00020167	15000478	MNTHLY 1/16 PUBLIC SERVICES	01/15/16	249014	1,240.67-
SOUTHERN PINE ELECTRIC P							
Sum							1,240.67-
00009 SOUTHERN TIRE MART #9 (M	9005294	00157018	15000423	TIRE U#20056 TRANS	01/15/16	249016	106.22-
00009 SOUTHERN TIRE MART #9 (M	9005632	00157368	15000477	TIRE U#19778 LAGOON	01/15/16	249016	102.08-
00009 SOUTHERN TIRE MART #9 (M	9005632	00157368	15000477		01/15/16	249016	199.35-
SOUTHERN TIRE MART #9 (M							
Sum							407.65-
00009 SPEEDY PRINTING & SIGNS	21646	00156965	15000450	DELINQUENT NOTICE POSTCARDS	01/15/16	249018	240.00-
SPEEDY PRINTING & SIGNS							
Sum							240.00-
00009 U S POSTMASTER-POSTAGE (	PERMIT #213	00157726	15000415	FIRST CLASS PERMIT WTR OFFICE	01/15/16	249037	225.00-
U S POSTMASTER-POSTAGE (							
Sum							225.00-

00009 VACUUM TRUCK RENTALS, LL MS7005		00157202	15000429	REPRS U#15916 SEWER DEPT	01/15/16	249040	4,958.04-
VACUUM TRUCK RENTALS, LL							
Sum							4,958.04-
00009 WARREN PAVING INC	22084MB	00157294	15000451	LIMESTONE	01/15/16	249047	3,898.07-
WARREN PAVING INC							
Sum							3,898.07-
00009 WATERS INTERNATIONAL TRU	08P803549	00156860	15000483	REPR PTS U#18897 SEWER	01/15/16	249049	189.47-
00009 WATERS INTERNATIONAL TRU	08810215	00157720	15000485	REPRS U#15916 SEWER	01/15/16	249049	1,821.81-
WATERS INTERNATIONAL TRU							
Sum							2,011.28-
00009 WATKINS & EAGAR	369611	00157908	15000463	SRV 10/31/15 ENVIRO WASTEWTR	01/15/16	249050	37,584.05-
00009 WATKINS & EAGAR	369668	00157908	15000464	SRVS 11/30/15 ENVIRO WASTEWTR	01/15/16	249050	38,992.25-
WATKINS & EAGAR							
Sum							76,576.30-
00009 WILLMUT GAS & OIL COMPAN	1/16 W&SO&M	00020167	15000490	MNTHLY GAS-W&SO&M	01/15/16	249054	528.64-
WILLMUT GAS & OIL COMPAN							
Sum							528.64-
Sum							307,928.33-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JANUARY 15, 2016

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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER B & I							
00010 PEOPLES BANK (C/O TRUSTM	3174-P&I 200	02016240	15000001	DEBT SERV PAY '09 W&S G/O	01/13/16	310795	479,050.00-
PEOPLES BANK (C/O TRUSTM							
Sum							479,050.00-
Sum							479,050.00-

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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER FUND							
00011 ALLEN, ANDREW	METER DEP RF	02016237	15000253	METER DEP RFD	01/15/16	248841	31.32-
ALLEN, ANDREW							
Sum							31.32-
00011 BLAKELY, JOHN	METER DEP RF	02016237	15000243	METER DEP RFD	01/15/16	248853	31.32-
BLAKELY, JOHN							
Sum							31.32-
00011 BOPS FROZEN CUSTARD	METER DEP RF	02016237	15000227	METER DEP RFD	01/15/16	248856	12.39-
BOPS FROZEN CUSTARD							
Sum							12.39-
00011 BUTLER, SHELTON	METER DEP RF	02016237	15000230	METER DEP RFD	01/15/16	248861	75.00-
BUTLER, SHELTON							
Sum							75.00-
00011 CASE, CARLY RENEE	METER DEP RF	02016237	15000246	METER DEP RFD	01/15/16	248864	75.00-
CASE, CARLY RENEE							
Sum							75.00-
00011 CHEATUM, KIVA	METER DEP RF	02016237	15000251	METER DEP RFD	01/15/16	248866	16.16-
CHEATUM, KIVA							
Sum							16.16-
00011 CITY OF HATTIESBURG FUND	12/15 WATER	02016202	15000221	12/15 WATER DIST 1/16	01/04/16	310785	60,088.83-
CITY OF HATTIESBURG FUND							
Sum							60,088.83-
00011 DEAN MCCRARY	METER DEP RF	02016237	15000239	METER DEP RFD	01/15/16	248878	75.00-
DEAN MCCRARY							
Sum							75.00-
00011 DICKERSON, JEAN R	METER DEP RF	02016237	15000240	METER DEP RFD	01/15/16	248879	75.00-
DICKERSON, JEAN R							
Sum							75.00-
00011 DOLEAC, PERRY	METER DEP RF	02016237	15000234	METER DEP RFD	01/15/16	248882	75.00-
DOLEAC, PERRY							
Sum							75.00-
00011 KING, JOSHUA R	METER DEP RF	02016237	15000235	METER DEP RFD	01/15/16	248940	75.00-
KING, JOSHUA R							
Sum							75.00-

00011 KING, WILLIAM	METER DEP RF	02016237	15000244	METER DEP RFD		01/15/16	248941	31.32-
KING, WILLIAM								
Sum								31.32-
00011 KOHNKE, JEWEL L	METER DEP RF	02016237	15000229	METER DEP RFD		01/15/16	248943	133.32-
KOHNKE, JEWEL L								
Sum								133.32-
00011 LEBLANC, TAYLOR R	METER DEP RF	02016237	15000241	METER DEP RFD		01/15/16	248948	75.00-
LEBLANC, TAYLOR R								
Sum								75.00-
00011 MACE, MARK	METER DEP RF	02016237	15000228	METER DEP RFD		01/15/16	248952	39.94-
MACE, MARK								
Sum								39.94-
00011 MCDONALD B.	METER DEP RF	02016237	15000232	METER DEP RFD		01/15/16	248954	1.72-
MCDONALD B.								
Sum								1.72-
00011 MCSPARRIN JOHN	METER DEP RF	02016237	15000252	METER DEP RFD		01/15/16	248958	31.32-
MCSPARRIN JOHN								
Sum								31.32-
00011 NETWORK SERVICES (NSI)	10201490000	02016241	15000254	WATER COLLECTIONS FEES		01/15/16	248976	932.37-
NETWORK SERVICES (NSI)								
Sum								932.37-
00011 PIERCE, KRISTINA	METER DEP RF	02016237	15000231	METER DEP RFD		01/15/16	248986	22.84-
PIERCE, KRISTINA								
Sum								22.84-
00011 PUCKETT, ANN M	METER DEP RF	02016237	15000225	METER DEP RFD		01/15/16	248996	40.00-
PUCKETT, ANN M								
Sum								40.00-
00011 ROBUCK DAVID LEE	METER DEP RF	02016237	15000247	METER DEP RFD		01/15/16	249002	31.32-
ROBUCK DAVID LEE								
Sum								31.32-
00011 ROCK SOLID GEAR	METER DEP RF	02016237	15000242	METER DEP RFD		01/15/16	249003	19.78-
ROCK SOLID GEAR								
Sum								19.78-
00011 SCOTT, SHIRLEY S	METER DEP RF	02016237	15000236	METER DEP RFD		01/15/16	249008	31.32-
SCOTT, SHIRLEY S								
Sum								31.32-

00011 SMITH, JAMES	METER DEP RF 02016237 15000226 METER DEP RFD			01/15/16	249011	40.00-
SMITH, JAMES						
Sum						40.00-
00011 SULLIVAN, JESSICA M	METER DEP RF 02016237 15000233 METER DEP RFD			01/15/16	249026	75.00-
SULLIVAN, JESSICA M						
Sum						75.00-
00011 SUNSHINE AUTOPLEX, LLC	METER DEP RF 02016237 15000248 METER DEP RFD			01/15/16	249027	47.39-
SUNSHINE AUTOPLEX, LLC						
Sum						47.39-
00011 THOMPSON ALLYSON	METER DEP RF 02016237 15000245 METER DEP RFD			01/15/16	249030	75.00-
THOMPSON ALLYSON						
Sum						75.00-
00011 VINCENT, TAMMY S	METER DEP RF 02016237 15000238 METER DEP RFD			01/15/16	249044	31.32-
VINCENT, TAMMY S						
Sum						31.32-
00011 WILSON,CHANTRY	METER DEP RF 02016237 15000250 METER DEP RFD			01/15/16	249055	75.00-
WILSON,CHANTRY						
Sum						75.00-
00011 YEAGER, REBECCA LYNN	METER DEP RF 02016237 15000249 METER DEP RFD			01/15/16	249058	75.00-
YEAGER, REBECCA LYNN						
Sum						75.00-
00011 YURKA, LAURA N	METER DEP RF 02016237 15000237 METER DEP RFD			01/15/16	249059	6.16-
YURKA, LAURA N						
Sum						6.16-
Sum						62,445.14-

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CITY B & I							
00013 FIRST NATIONAL BANK OF C	09 GO REF BO	02016215	15000005	09 GO REF 5/14/09	01/07/16	110514	969,325.00-
00013 FIRST NATIONAL BANK OF C	09 GO REF BO	02016214	15000006	09 GO REF 5/14/09 AGENT FEES	01/07/16	110515	1,940.00-
FIRST NATIONAL BANK OF C							
Sum							971,265.00-
00013 MS STATE/TREASURER/LYNN	MBIA DUE 2/1	02016228	15000007	MBIA DUE 2/1/16	01/11/16	110517	290,000.00-
MS STATE/TREASURER/LYNN							
Sum							290,000.00-
Sum							1,261,265.00-

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POLICE & FIREMAN DIS. & RELIEF							
00018 PUBLIC EMPLOYEES RETIREM	11/15 EMPLOY	02016210	88	11/15 EMPLOYEE CONTRIB	01/07/16	21914	775.24-
PUBLIC EMPLOYEES RETIREM							
Sum							775.24-
Sum							775.24-

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POLICE FORFEITURES FUND							
00019 GEIGER MIDSOUTH (BROTHER	2934036	00155321	15000009	COMM RELATION SUPPLIES	01/15/16	248909	396.48-
00019 GEIGER MIDSOUTH (BROTHER	2934037	00155321	15000010	COMM RELATION SUPP	01/15/16	248909	326.64-
00019 GEIGER MIDSOUTH (BROTHER	2936630	00155321	15000011	COMM RELATION SUPP	01/15/16	248909	914.23-
00019 GEIGER MIDSOUTH (BROTHER	2945222	00155321	15000012	COMM RELATIION SUPP	01/15/16	248909	1,253.08-
00019 GEIGER MIDSOUTH (BROTHER	2946799	00155321	15000013	COMM RELATION SUPP	01/15/16	248909	299.05-
00019 GEIGER MIDSOUTH (BROTHER	2950186	00155321	15000014	COMM RELATION SUPP	01/15/16	248909	178.28-
00019 GEIGER MIDSOUTH (BROTHER	2974271	00155321	15000015	COMM RELATION SUPP	01/15/16	248909	939.78-
GEIGER MIDSOUTH (BROTHER							
Sum							4,307.54-
Sum							4,307.54-

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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
2011 TIF B&I-KOHL'S							
00025 FIRST NATL BANK OF CLARK	12/31/15 FEE	02016213	15000002	AGENT FEES TURTLE CREEK	01/07/16	110513	1,940.00-
FIRST NATL BANK OF CLARK							
Sum							1,940.00-
Sum							1,940.00-

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TAX COLLECTOR'S FUND							
00027 H'BURG PUBLIC SCHOOLS	12/15 MILLAG	02016201	15000031	12/15 MILLAGE DIST 1/16	01/04/16	310777	143,204.32-
00027 H'BURG PUBLIC SCHOOLS	12/15 MILLAG	02016201	15000032	12/15 MILLAGE DIST 1/16	01/04/16	310778	18,979.47-
H'BURG PUBLIC SCHOOLS							
Sum							162,183.79-
00027 LIBRARY, THE	12/15 MILLAG	02016201	15000030	12/15 MILLAGE DIST 1/16	01/04/16	310776	10,702.40-
LIBRARY, THE							
Sum							10,702.40-
Sum							172,886.19-

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AIRPORT IMPROVEMENT FUND							
00039 ARE CONSULTANTS INC	150430L	00157981	15000017	SERV AIRPORT 2015 IMPRVMNTS	01/15/16	248845	929.26-
ARE CONSULTANTS INC							
Sum							929.26-
Sum							929.26-

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MUNICIPAL ROAD & BRIDGE							
00072 BANCORPSOUTH EQUIPMENT F	002-0070193-	02016226	15000036	TRACTOR LEASE PYMT DUE 1/15/16	01/11/16	110521	1,412.41-
BANCORPSOUTH EQUIPMENT F							
Sum							1,412.41-
00072 CATERPILLAR FINANCIAL SE	0597687 INV#	02016222	15000037	BACKHOE LEASE PYMT DUE 1/29/16	01/11/16	110522	1,086.14-
CATERPILLAR FINANCIAL SE							
Sum							1,086.14-
00072 JACKSON & ARRINGTON (LEG	58682	00157862	15000035	SERV SAFE ROUTES SCHL HAWKINS	01/15/16	248934	3,831.14-
JACKSON & ARRINGTON (LEG							
Sum							3,831.14-
00072 SHOWS DEARMAN & WAITS IN	18885	00157934	15000038	SERV 34TH AVE SIDEWALKS	01/15/16	249009	3,472.51-
00072 SHOWS DEARMAN & WAITS IN	18872	00157937	15000039	SERV HILLENDALE/UNETTA	01/15/16	249009	17,615.75-
SHOWS DEARMAN & WAITS IN							
Sum							21,088.26-
Sum							27,417.95-

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MASS TRANSIT FUND							
00073 ADVANCED JANITORIAL SERV	100727 MASS	00158030	15000171	SERV 12/15 MASS TRANS OFFICE	01/15/16	248836	345.00-
ADVANCED JANITORIAL SERV							
Sum							345.00-
00073 CARQUEST AUTO PARTS STOR	14758-61012	00157155	15000157	REPR PTS U#16235 BUS	01/15/16	248862	95.60-
00073 CARQUEST AUTO PARTS STOR	14758-61011	00157156	15000158	BRAKE PTS U#19535 BUS	01/15/16	248862	263.96-
00073 CARQUEST AUTO PARTS STOR	14758-61762	00157442	15000159	REPR PTS U#16759/16760/16761	01/15/16	248862	306.51-
CARQUEST AUTO PARTS STOR							
Sum							666.07-
00073 CITY OF HATTIESBURG FUND	TRF 1ST 1/16	02016209	15000162	TRF 1ST 1/16 PAYROLL	01/05/16	110508	21,070.00-
CITY OF HATTIESBURG FUND							
Sum							21,070.00-
00073 DOSSETT PONTIAC CADILLAC	33358	00157214	15000160	REPR PTS U#16761 BUS	01/15/16	248883	109.24-
00073 DOSSETT PONTIAC CADILLAC	33898	00157915	15000172	REPR PTS U#16761 BUS	01/15/16	248883	68.34-
DOSSETT PONTIAC CADILLAC							
Sum							177.58-
00073 GROVE TRANSIT	12.26.15	00157988	15000174	JARC THROUGH 12/26/15	01/15/16	248915	4,028.00-
GROVE TRANSIT							
Sum							4,028.00-
00073 IRBY, STUART C CO	S009192771.0	00155666	15000154	CREDIT	01/15/16	248932	60.92
IRBY, STUART C CO							
Sum							60.92
00073 JOHN'S IRON WORKS	PO#157487 12	00157487	15000164	REMOUNT A/C UNIT U#16759 BUS	01/15/16	248937	680.00-
00073 JOHN'S IRON WORKS	PO#157608 12	00157608	15000165	ADDL AMT DUE PO#157487	01/15/16	248937	350.00-
JOHN'S IRON WORKS							
Sum							1,030.00-
00073 MCMULLAN EQUIPMENT CO	3657811C	00157887	15000168	OIL CHANGE U#18763 VAN	01/15/16	248957	49.21-
MCMULLAN EQUIPMENT CO							
Sum							49.21-
00073 MS FIRE & SAFETY OF HBUR	49131	00157914	15000170	FIRE EXTINGUISHERS FOR BLDG	01/15/16	248965	145.00-
MS FIRE & SAFETY OF HBUR							
Sum							145.00-
00073 NATL BUS SALES & LSG INC	318619	00157011	15000167	REPR PTS U#19535 BUS	01/15/16	248974	1,282.95-
NATL BUS SALES & LSG INC							
Sum							1,282.95-

00073	OFFICE DEPOT INC	812678383001	00157334	15000156	OFFICE SUPP	01/15/16	248979	212.08-
00073	OFFICE DEPOT INC	813464638001	00157334	15000161	CREDIT	01/15/16	248979	11.19

OFFICE DEPOT INC								
Sum								200.89-
00073	TRUCKPRO INC	039-0597268	00157763	15000173	REPR PTS U#18570/18571/18572	01/15/16	249034	36.72-
								---
TRUCKPRO INC								
Sum								36.72-
00073	WATERS INTERNATIONAL TRU	08810085	00157398	15000169	A/C REPR U#18573 BUS	01/15/16	249049	570.47-
								---
WATERS INTERNATIONAL TRU								
Sum								570.47-

Sum								29,540.97-

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WATER&SEWER CONSTRUCTION FUND							
00075 SHOWS DEARMAN & WAITS IN	18886	00157936	15000019	SERV UPDATE WATER MAPS	01/15/16	249009	300.00-
00075 SHOWS DEARMAN & WAITS IN	18879	00157938	15000020	SERV PETAL VS CITY	01/15/16	249009	4,200.00-
SHOWS DEARMAN & WAITS IN							
Sum							4,500.00-
Sum							4,500.00-

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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 ADVANCED CARPET CARE & R	15487	00157626	15000129	CLEAN CARPET SHERRILL CNTR	01/15/16	248835	650.00-
ADVANCED CARPET CARE & R							
Sum							650.00-
00077 ALL PARTITIONS AND PARTS	10924	00155253	15000126	DOOR CLOSERS SHERRILL/CE ROY	01/15/16	248840	47.02-
ALL PARTITIONS AND PARTS							
Sum							47.02-
00077 CITY OF HATTIESBURG FUND	TRF 1ST 1/16	02016209	15000131	TRF 1ST 1/16 PAYROLL	01/05/16	310786	17,242.79-
CITY OF HATTIESBURG FUND							
Sum							17,242.79-
00077 COURTNEY'S RESTAURANT EQ	10067	00157562	15000128	CLEAN ICE MACHINES VARI CNTRS	01/15/16	248875	864.02-
COURTNEY'S RESTAURANT EQ							
Sum							864.02-
00077 ENDOM TRAILERS	R50269	00157891	15000139	STORAGE TRAILER RENT 10/15	01/15/16	248888	125.00-
00077 ENDOM TRAILERS	R50473	00157891	15000140	STORAGE TRAILER RENT 11/15	01/15/16	248888	125.00-
ENDOM TRAILERS							
Sum							250.00-
00077 GADDIS, MAXINE (REFUNDS)	SIGLER CENTE	02016219	15000137	DAMAGE DEPOSIT REFUND	01/15/16	248907	100.00-
GADDIS, MAXINE (REFUNDS)							
Sum							100.00-
00077 GROVER BROS RESTAURANT &	1470-3223	00157722	15000138	DISHWASHER CHEMICALS CE ROY	01/15/16	248916	176.70-
GROVER BROS RESTAURANT &							
Sum							176.70-
00077 IMAGE SIGNS & NEON	10675	00157292	15000144	ADDRESS LETTERS CE ROY CNTR	01/15/16	248927	553.00-
IMAGE SIGNS & NEON							
Sum							553.00-
00077 IRBY, STUART C CO	S009364594.0	00157836	15000143	ELEC SUPP SHERRILL CENTER	01/15/16	248932	193.20-
IRBY, STUART C CO							
Sum							193.20-
00077 JACKSON, ROOSEVELT III	674691	00157552	15000130	TOUCHUP PAINT SHERRILL 1ST FL	01/15/16	248935	1,785.00-
JACKSON, ROOSEVELT III							
Sum							1,785.00-
00077 MARTIN, PEARLINE	PETTY CASH 1	00157859	15000133	PETTY CASH COMM CNTRS	01/15/16	248953	65.07-
MARTIN, PEARLINE							
Sum							65.07-

00077 MS FIRE & SAFETY OF HBUR	49040	00157676	15000127	INSPECT FIRE SYS VARI CENTERS	01/15/16	248965	285.00-
MS FIRE & SAFETY OF HBUR							
Sum							285.00-
00077 MS POWER COMPANY	1/16 COMM CN	00020167	15000145	MNTHLY ELEC-COMM CNTRS	01/15/16	248969	1,803.18-
MS POWER COMPANY							
Sum							1,803.18-
00077 PACE ROOFING	1714	00157277	15000134	ROOF LEAK REPR MCNAIR AUD	01/15/16	248982	250.00-
PACE ROOFING							
Sum							250.00-
00077 RUSSELL, TRACIE (REFUNDS	CE ROY CENTE	02016219	15000136	DAMAGE DEPOSIT REFUND	01/15/16	249006	100.00-
RUSSELL, TRACIE (REFUNDS							
Sum							100.00-
00077 SULLIVAN, B W BLDG CONTR	APPL #1 FINA	00152758	15000141	FOUNDATION REPR SHERRILL CNTR	01/15/16	249025	175,600.00-
00077 SULLIVAN, B W BLDG CONTR	APPL #1 (ADD	00157861	15000142	CHANGE ORDER FOUNDATION REPR	01/15/16	249025	3,200.00-
SULLIVAN, B W BLDG CONTR							
Sum							178,800.00-
00077 WILLMUT GAS & OIL COMPAN	1/16 COMM CN	00020167	15000146	MNTHLY GAS-COMM CNTRS	01/15/16	249054	962.45-
WILLMUT GAS & OIL COMPAN							
Sum							962.45-
Sum							204,127.43-

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COMMUNITY DEVELOP. BLOCK GRANT							
00082 CITY OF HATTIESBURG FUND	TRF 1ST 1/16	02016209	15000051	TRF 1ST 1/16 PAYROLL	01/06/16	310788	6,882.68-
CITY OF HATTIESBURG FUND							
Sum							6,882.68-
00082 HOLLIMON CONSTRUCTION	12/15/15	00157907	15000053	121 TUSCAN FINAL DR BRICKS/COL	01/08/16	310792	650.00-
HOLLIMON CONSTRUCTION							
Sum							650.00-
Sum							7,532.68-

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INDUSTRIAL PARK DEVELOPMENT							
00087 WISE CARTER CHILD & CARA	180307	00158015	15000013	SERVS IND PK GENERAL MATTERS	01/15/16	249056	25.00-
00087 WISE CARTER CHILD & CARA	180308	00158019	15000014	SERV IND PK SOFIDEL AMERICA	01/15/16	249056	275.00-
							---
WISE CARTER CHILD & CARA							
Sum							300.00-

Sum							300.00-

Grand Total Level							
Sum							4,459,087.80-

City of Hattiesburg, MS

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

Meeting Agenda - Final

Tuesday, January 19, 2016

4:00 PM

Council Chambers

City Council - Amendments to the Agenda

Amend Policy Agenda Item V.-2 at the request of the Administration to read as follows:

V.-2 2016-2403 Adopt a Resolution setting Public Hearing for February 16, 2016 at 4:00P.M. in the Council Chambers at City Hall, on the Tax Increment Financing Plan, Midtown Hattiesburg District Project, (Elam Arms Project).

Attachments: Resolution-Elam Arms _PH

Notice of PH- Elam Arms

executed Resolution-Elam Arms _PH RES#2016-8

And, Remove Policy Agenda Item V.14 at the request of the Administration.

City of Hattiesburg, MS

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

Master

File Number: 2016-2403

File ID:	2016-2403	**Type:**	Resolution	**Status:**	Passed
Version:	2	**Reference:**		**In Control:**	City Council
				File Created:	01/14/2016
Brief Title:	Public Hearing for Midtown Hattiesburg District Project*Elam Arms*			**Final Action:**	01/19/2016
				Minute Book Number:	MB2016-14

Title:

Adopt a Resolution setting Public Hearing for February 16, 2016 at 4:00P.M. in the Council Chambers at City Hall, on the Tax Increment Financing Plan, Midtown Hattiesburg District Project, (Elam Arms Project).

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Resolution-Elam Arms _PH, Notice of PH- Elam Arms, executed Resolution-Elam Arms _PH RES#2016-8	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council - Amendments to the Agenda	01/19/2016					
1	City Council	01/19/2016	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt a Resolution setting Public Hearing for February 2, 2016 at 5:00P.M. in the Council Chambers at City Hall, on the Tax Increment Financing Plan, Midtown Hattiesburg District Project, (Elam Arms Project).

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

Yeas: 4 - Delgado, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Bradley

Yea:	4	Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor
ΓEL-No Vote:	0	

Text of Legislative File 2016-2403

Title

Adopt a Resolution setting Public Hearing for February 16, 2016 at 4:00P.M. in the Council Chambers at City Hall, on the Tax Increment Financing Plan, Midtown Hattiesburg District Project, (Elam Arms Project).

Summary

Setting Public Hearing for TIF- Elam Arms

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THAT THE MIDTOWN HATTIESBURG PROJECT AS AMENDED FOR THE ELAM ARMS PROJECT, A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE, THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN, AS AMENDED FOR THE ELAM ARMS PROJECT, AND FOR RELATED PURPOSES.

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

1. The Mississippi "Tax Increment Financing Act", Title 21, Chapter 45, Mississippi Code of 1972, as amended (the "Act"), authorizes municipalities and counties in the State of Mississippi to undertake and carry out redevelopment projects as defined therein with the use of Tax Increment Financing as set forth in detail in the Act, and also to carry out such projects jointly with other local governmental units, including foreign governmental units from other states, pursuant to the Regional Economic Development Act, Title 57, Chapter 64, Mississippi Code, as amended (the "REDA Act")

2. The Council has previously conducted hearings on and approved and adopted the Tax Increment Financing Redevelopment Plan, City of Hattiesburg, Mississippi 1998 (the "Redevelopment Plan") for the City. The Redevelopment Plan constitutes a qualified plan under the Act.

3. The Midtown Hattiesburg Group, in concert with the City and Forrest County is proposing to develop a project to be known as the Midtown Hattiesburg Project (the "Project") in the City and in the proposed TIF District as such term is defined herein. The City will enter into an Inter-local Agreement or a Regional Economic Development Agreement with Forrest County, Mississippi (the "County"), pursuant to the REDA Act to support the Project and to allow TIF Bond proceeds to be used to pay for the cost of infrastructure to support the Project. These costs will not exceed the sum of Fifteen Million Dollars ($15,000,000). The Developer is requesting the assistance of the City and the County in providing the funding for the infrastructure by the utilization of TIF.

4. The Redevelopment Plan previously adopted by the Council includes all land and real property located within the boundaries of the City. The Project appears to be a project of major economic significance within the City and to qualify as a project eligible for TIF under the Redevelopment Plan; and the participation on the part of the City is necessary and would be in

the public interest and would benefit the economic and financial well-being and the public health, safety and welfare of the City.

5. It is anticipated that there will be substantial increases in ad valorem tax revenues within the TIF District within the next few months and years as a result of the construction of the Project and that TIF bonds may be sold and issued at a time or times in the reasonably near future in anticipation of such development. The Council has been presented with a TIF plan entitled "The Tax Increment Financing Plan, Midtown Hattiesburg District Project, City of Hattiesburg, Mississippi, 2014, as amended for the Elam Arms Project, February 2016", (the "Amended TIF Plan"), which has attached as exhibits the map and legal description of the land included in the proposed TIF District which includes a map and description of the boundaries of the Elam Arms Project. It appears to the Council that the TIF District, which includes the Elam Arms boundaries, should be established by the Council as described in the amended Plan.

6. The City proposes to issue one or more series of Tax Increment Financing Revenue Bonds or Notes acting on behalf of itself and the County in an amount not to exceed Fifteen Million Dollars ($15,000,000), which will be secured solely by the City's pledge of the increased real and personal property ad valorem taxes, generated by construction and development in the TIF District, which funds will be used to pay the cost of construction of various infrastructure improvements in connection with the Project, including but not limited to installation of utilities such as water and 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, construction of parking facilities, sidewalks; installation of traffic signalization and signage; grading; landscaping of rights-of-way; purchase of rights-of-way necessary for the installation of the infrastructure improvements described hereinabove; capitalized interest, engineering; TIF Plan preparation fees; other incidental cost; and related professional fees for the Project. The construction of the aforementioned improvements will be undertaken to provide for the public convenience, health, and welfare. A more detailed scope of work including budgets will be identified in a development agreement and/or security and reimbursement agreement if necessary when development projects arise. If deemed necessary and appropriate, the City and County may require additional security from the developers of the project.

7. The City may exercise its authority as authorized by Section 21-45-3 of the Act.

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

SECTION ONE: That the Council of the City does hereby declare its intention to approve and adopt the amended TIF Plan and establish the TIF District and Elam Arms project boundaries as described in the amended TIF Plan and to issue one or more series of Tax Increment Financing Revenue Bonds or Notes, acting on behalf of itself and the County in an amount not to exceed Fifteen Million Dollars ($15,000,000) (the "Bonds") for the purpose of providing funds necessary to pay for the construction of various infrastructure improvements in connection with the Project, including, but not limited to, installation of utilities such as water and 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, construction of parking facilities, sidewalks; installation of traffic signalization and signage; grading; landscaping of rights-of-way; purchase of rights-of-way necessary for the installation of the infrastructure improvements described hereinabove; capitalized interest, engineering; TIF Plan preparation fees; other incidental cost; and related professional fees for the Project.

The construction of the aforementioned improvements will be undertaken to provide for the public convenience, health, and welfare. A more detailed scope of work including budgets will be identified in a development agreements and/or security and reimbursement agreements as necessary and appropriate. If deemed necessary and appropriate, the City and County may require additional security from the developers of the project.

SECTION TWO: When and if issued, the Bonds shall be secured solely by a pledge by the City and County of up to one hundred percent (100%) of the incremental increase in ad valorem tax revenues on real and personal property generated by construction and development in the TIF District which includes the Elam arms project. The Bonds shall not be secured by the full faith, credit, and the taxing power of the City or County nor create any other pecuniary liability on the part of the City of the County other than the pledge of the incremental increase in ad valorem taxes heretofore set forth. If deemed necessary and appropriate, the City and County may require additional security from the developers of the project.

SECTION THREE: A public hearing shall be held with respect to the amended TIF Plan in the regular meeting place of the Council in the Council Room at City Hall, 200 Forrest Street, Hattiesburg, Mississippi, at 4:00 P.M. on the 16th day of Feb, 2016.

SECTION FOUR: The Clerk of the Council is hereby directed to publish a notice of the public hearing in *The Hattiesburg American*, a newspaper in which the City is authorized to publish legal notices, one (1) time not less than ten (10) days nor more than Fifteen (20) days prior to the date set forth in paragraph 3 hereof, pursuant to and in compliance with the requirements of Section 21-45-11 of the Act.

SECTION FIVE: The Clerk of the Council is hereby directed to publish a notice of the intent of the City to issue TIF bonds in *The Hattiesburg American*, a newspaper published in the City, at least one (1) time not less than thirty (30) days prior to the date set forth in paragraph 3 hereof, pursuant to and in compliance with the requirements of Section 57-64-15 of the REDA Act.

The foregoing Resolution having been reduced to writing, was read by the Clerk and motion was made by Councilman _____, seconded by Councilman _____ to approve and upon a call for a vote, the following was recorded:

YEAS: **NAYS:**

The motion having received the affirmative vote of a majority of the members present, the President declared the motion carried and the resolution adopted this, the ____ day of January, 2016.

SEAL

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the ____ day of January, 2016.

_____ _____

CITY CLERK MAYOR

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held on Tuesday, February 16, 2016, at 4:00 P.M. in the Council Room at City Hall, 200 Forrest Street, Hattiesburg, Mississippi, on the *Tax Increment Financing Plan, Midtown Hattiesburg District Project, City of Hattiesburg, Mississippi, 2014, as Amended for the Elam Arms Project, February 2016* (the Amended "TIF Plan"), for consideration by the City Council. The City proposes to use the Amended TIF Plan in compliance with the Tax Increment Financing Redevelopment Plan, City of Hattiesburg, Mississippi, and further, to designate the project described in the Amended TIF Plan as appropriate for development and redevelopment through tax increment financing.

The general scope of the amended TIF Plan is a proposal that the City of Hattiesburg (the "City"), acting on behalf of itself and the County will issue one or more series of Tax Increment Financing Revenue Bonds or Notes (the "Bonds") in an amount not to exceed Fifteen Million Dollars ($15,000,000) in order to provide funds necessary to construct various infrastructure improvements in connection with the Project, as Amended for the Elam Arms Project including but not limited to installation of utilities such as water and 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; construction of public and private parking facilities; sidewalks, fire protection, installation of traffic signalization and signage; grading; lighting and landscaping of rights-of-way; purchase of rights-of-way necessary for the installation of infrastructure improvements described hereinabove; capitalized interest, engineering, TIF Plan preparation fees; other incidental cost; and related professional fees for the Project. The construction of the aforementioned improvements will be undertaken to provide for the public convenience, health and welfare. A more detailed scope of work including budgets will be identified in development agreements and/or security and reimbursement agreements as necessary and appropriate and when development projects arise.

Proceeds of the Bonds or Notes may also be used to fund capitalized interest and/or a debt service reserve fund as may be permitted under Section 21-45-1, *et. seq.*, Mississippi Code of 1972, as amended.

The Bonds or Notes shall be secured solely by a pledge of the City of up to hundred percent (100%) of the incremental increase in ad valorem tax revenues on real and personal property generated by construction and development in the TIF District, as described in the TIF Plan as amended for the Elam Arms Project, and will never be a general obligation of the City secured by the full faith, credit, and taxing power of the City or create any other pecuniary liability on the part of the City other than the pledge of the incremental increase in the ad valorem taxes set forth above. The City intends to enter an Interlocal Agreement with Forrest County pursuant to the Regional Economic Development Act to support the Project and allow for efficient use of proceeds of the Bonds. The County is expected to pledge up to one hundred percent (100%) of the incremental increase in ad valorem real and personal property taxes generated by development of the Elam Arms Project in the TIF District to support the Project as Amended by the Elam Arms Project. The Bonds will likewise never be a general obligation of the County secured by the full faith, credit and taxing power of the County. If deemed necessary and appropriate, the City and the County may require additional security from the developers of the project.

Construction of the Project and payment of the Bonds issued to construct the improvements will be paid as hereinabove set forth and will not require an increase in any kind or type of taxes by the City or the County.

Witness my signature and seal of office, this the ____ day of _____ 2016.

_____
City Clerk

S E A L

Publish One (1) Time in the *Hattiesburg American* on, or before January 30, 2016.

Send Proof of Publication and Invoice to:

City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Send copy of Proof of Publication to:

Urban Development Toolbox
7600 Joe Fountain Road
Ocean Springs, MS 39564

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THAT THE MIDTOWN HATTIESBURG PROJECT AS AMENDED FOR THE ELAM ARMS PROJECT, A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE, THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN, AS AMENDED FOR THE ELAM ARMS PROJECT, AND FOR RELATED PURPOSES.

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4. The Redevelopment Plan previously adopted by the Council includes all land and real property located within the boundaries of the City. The Project appears to be a project of major economic significance within the City and to qualify as a project eligible for TIF under the Redevelopment Plan; and the participation on the part of the City is necessary and would be in

the public interest and would benefit the economic and financial well-being and the public health, safety and welfare of the City.

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The foregoing Resolution having been reduced to writing, was read by the Clerk and motion was made by Councilman Carroll, seconded by Councilman Dryden to approve and upon a call for a vote, the following was recorded:

YEAS: Delgado
Carroll
Dryden
Naylor

NAYS: None ABSENT: Bradley

The motion having received the affirmative vote of a majority of the members present, the President declared the motion carried and the resolution adopted this, the 19th day of January, 2016.

SEAL

ATTEST:

CLERK OF COUNCIL

ADOPTED:

VICE PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 19th day of January, 2016.

CITY CLERK

MAYOR

NOTICE OF PUBLIC HEARING

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Construction of the Project and payment of the Bonds issued to construct the improvements will be paid as hereinabove set forth and will not require an increase in any kind or type of taxes by the City or the County.

Witness my signature and seal of office, this the ____ day of _____ 2016.

_____
City Clerk

S E A L

Publish One (1) Time in the *Hattiesburg American* on, or before January 30, 2016.

Send Proof of Publication and Invoice to:

City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Send copy of Proof of Publication to:

Urban Development Toolbox
7600 Joe Fountain Road
Ocean Springs, MS 39564