

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, July 5, 2016

4:00 PM

Council Chambers

City Council

I. Call to Order**II. Call to Prayer and Pledge of Allegiance****III. Agenda Order****IV. Approval of Minutes**

for the June 6, 7, 20 and 21, 2016, City Council meetings.

V. PRESENTATION AGENDA**VI. POLICY AGENDA**

- VI.-1** [2016-2772](#) Adopt a resolution determining the necessity for amending the March 5, 2013 development agreement by and between the City of Hattiesburg, Mississippi and the Whispering Pines Retirement Community, LLC; and for related purposes.

Attachments: [Resolution \(March 2013\), Whispering Pines](#)
[Resolution \(Addendum\), Whispering Pines](#)
[executed Resolution \(March 2013\) and Addendum, Whispering Pines RES#201](#)

- VI.-2** [2016-2773](#) Adopt a resolution authorizing and directing the issuance of taxable Tax Increment Limited Obligation Bonds, series 2016(Whispering Pines Retirement Community Project), of the City of Hattiesburg, Mississippi, in the principal amount of not to exceed Four Million Dollars (\$4,000,000.00) (The Bonds) to raise money for the purpose of paying the cost of constructing the infrastructure improvements(as hereinafter defined), funding the debt service reserve fund, if applicable, and paying costs of issuance for the bonds; and for related purposes.

Attachments: [Res- authorizing issuance of bonds](#)
[Preliminary Official Statement](#)
[Bond Purchase Agreement](#)
[executed Res- authorizing issuance of bonds RES#2016-82](#)

- VI.-3** [2016-463](#) Adopt a Resolution removing Alice Heidelberg as petty cash fund custodian for the Hattiesburg Community Centers and appointing Rebecca Acker as petty cash custodian effective July 5, 2016; authorize issuance of manual check.

Attachments: [Petty Cash Resolution](#)
[executed Petty Cash Resolution RES#2016-83](#)

- VI.-4** [2016-464](#) Adopt a Resolution authorizing Disbursement No. 5 from the Project Fund Escrow Account in connection with certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016, by and between Banc of America Public Capital Corp and the City of Hattiesburg.

Attachments: [Disbursement Resolution #5](#)
[executed Disbursement Resolution #5 RES#2016-84](#)

- VI.-5** [2016-465](#) Adopt a Resolution authorizing Requisition No. 52 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. 52](#)
[executed 2013 Bond Resolution No. 52 RES#2016-85](#)

- VI.-6** [2016-2754](#) Adopt an Ordinance for the petition filed by Austin Lovitt, Neel-Schaffer, Representative, on behalf of Hattiesburg Public Schools, to close but not vacate a portion of the street known as Davis Street.
The Planning Commission recommended to APPROVE on June 15, 2016.

Attachments: [June PC Minutes 1](#)
[Image Sheet - Davis Street \(Street Closure\)](#)
[Staff Summary Davis Street \(Street Closure\)](#)
[Application Summary-Portion of Davis Street](#)
[Proposed Site Plan- Portion of Davis](#)
[Ordinance - Davis Street - Close but not Vacate](#)
[executed Ordinance - Davis Street - Close but not Vacate ORD#3201](#)

- VI.-7** [2016-2752](#) APPROVE or DENY a petition filed by Kimble Allen, Representative, New Covenant Baptist Church, Owner, to request a Use Permit Upon Review for a "Church" as provided in Article 4, Section 52.03 (10) for certain property located at 34 Golf Course Road (Parcel 2-0250-36-006.1, PPIN 45226, Ward 1). The Planning Commission recommended to APPROVE on June 15, 2016.

Attachments: [June PC Minutes 1](#)
[Image Sheet- 34 Golf Course Road](#)
[Application Summary- 34 Golf Course Road](#)
[Staff Summary -34 Golf Course Road](#)
[Proposed Site Plan- 34 Golf Course](#)

- VI.-8** [2016-2753](#) APPROVE or DENY a petition filed by Regina Lee, Owner, to request a variance from Article 5, Section 84.01 (2) which states fences which allow for visibility in residential districts may be four (4) feet high in the front of the front building line and instead allow a total of six (6) feet for a variance of two (2) feet for certain property located at 79 J Ed Turner Drive (Parcel 052A-03-004.049, PPIN 36034, Ward 1).
The Planning Commission recommended to DENY on June 15, 2016.

Attachments: [June PC Minutes 1](#)
[Image Sheet- 79 J Ed Turner](#)
[Staff Summary - 79 J Ed Turner](#)
[Application Summary- 79 J Ed Turner](#)
[Site Diagarm - 79 J Ed Turner](#)

- VI.-9** [2016-2760](#) Ratify and confirm the Mayor's appointment of Tom S. Ramirez Boldo (W2) to the Hattiesburg Historic Conservation Commission for a term - 2/17/2015 - 2/17/2020 (replaces Russell Archer and completes his term) beginning July 5, 2016 and ending 2/17/2020 .

Attachments: [Memo appoint agenda item BOLDO](#)
[Tom Ramirez Boldo - Resume](#)
[data sheet Boldo 2016 1](#)

- VI.-10** [2016-2761](#) Ratify and confirm the Mayor's re-appointment of Michael Anderson (W4) to the Historic Conservation Commission for a 5-year term - 6/25/2016 - 6/24/2021.

Attachments: [data sheet Anderson Reappointment 2016](#)
[Memo appoint agenda item ANDERSON](#)

- VI.-11** [2016-2762](#) Ratify and confirm the Mayor's re-appointment of Mary Halliwell (W4) to the Historic Conservation Commission for a 5-year term - 6/15/2015 - 6/24/2020.

Attachments: [data sheet Halliwell Reappointment 2016](#)
[Memo appoint agenda item HALLIWELL](#)

- VI.-12** [2016-2757](#) Approve and authorize execution of event marketing agreement with IMG College, LLC, for marketing partnership with USM athletics for a three year period beginning July 1, 2016 and ending June 30, 2019, in the annual amounts outlined in said agreement.

Attachments: [City of Hattiesburg_contact 2016](#)
[City of Hattiesburg 2016](#)
[executed City of Hattiesburg_contact 2016](#)

- VI.-13** [2016-2766](#) Approve Memorandum of Understanding (MOU) between the City of Hattiesburg and the Mississippi Department of Finance and Administration for Long Leaf Trace Improvement Bond funds in the amount of \$145,000; Authorize mayor to execute duplicate originals.

Attachments: [FINAL MOU CITY OF HATTIESBURG LONGLEAF TRACE IMPROVEMENTS ;](#)
[executed FINAL MOU CITY OF HATTIESBURG LONGLEAF TRACE IMPROVEMENTS](#)

- VI.-14** [2016-2770](#) Authorize Mayor to execute, in duplicate, a proposal with the Mississippi Development Authority Highway Construction program for the HWY 49/FGH project - DECD-0018(35)BO.

Attachments: [MDA Program - Hwy 49 Project](#)
[executed MDA Program - Hwy 49 Project](#)

- VI.-15** [2016-2750](#) Authorize Mayor to execute Fire Protection Agreement between the University of Southern Mississippi and the City of Hattiesburg to provide fire protection and related services for a one (1) year term, from July 1, 2016 to June 30, 2017, in the amount of Ninety-five Thousand Six Hundred Fifty-two dollars and zero cents (\$95,652.00).

Attachments: [Fire Protection Agreement 1year 2016-2017](#)
[executed Fire Protection Agreement 1year 2016-2017](#)

- VI.-16** [2016-2751](#) Authorize Mayor to execute duplicate original agreement between City of Hattiesburg, Parks and Recreation Department and the American Red Cross, Southeast MS Chapter, for use of Ben McNair Recreation Center as a disaster shelter facility.

Attachments: [Red Cross ShelterAgreement](#)
[executed Red Cross ShelterAgreement](#)
[executed 2013 Bond Resolution No. 52 RES#2016-85](#)

- VI.-17** [2016-2759](#) Acknowledge receipt of the audit of the Combined Water & Sewer System of the City of Hattiesburg for the fiscal year ending September 30, 2014, from Carr, Riggs and Ingram (on file in the City Clerk's Office.

Attachments: [9-30-2014 Combined Water and Sewer System](#)

VII. ROUTINE AGENDA

- VII.-1** [2016-2747](#) Acknowledge award of MS Dept of Public Safety FY2017 Highway Safety Funding program in the amount of \$22,857.

Attachments: [City of Hattiesburg](#)

- VII.-2** [2016-2769](#) Acknowledge receipt of the unadvertised bid purchase docket for the period of May 27, 2016 through June 27, 2016, as provided for in Section 37-1-13(b) of the Mississippi Code 1972.

Attachments: [UAB Docket July 5](#)

[UAB Memo July 5](#)

- VII.-3** [2016-2765](#) Approve the City's purchase of one (1) grave space located in the South Half(S1/2) Northeast Quarter (NE1/4) Lot 104 Section 25, Highland Cemetery, recorded at MB 2001-6/199, in the amount of \$175.00 to Alice E. Bivin; authorize manual check for the same.

Attachments: [Supporting Documents- Bivin](#)

- VII.-4** [2016-2771](#) Approve the sale of grave spaces, per attached memo.

Attachments: [Cemetery Deeds III \(June 2016\)](#)

[Cemetery Deed Receipts \(June 2016\)](#)

[executed Cemetery Deeds III \(June 2016\)](#)

- VII.-5** [2016-2764](#) Approve and authorize issuance of manual check for HOME Program Claims per attached memorandum. {Entitlement HOME}

Attachments: [HOME Program Payment Request July 7, 2016](#)

- VII.-6** [2016-2768](#) Approve and authorize issuance of manual checks for CDBG Program Claims per attached memorandum. {Entitlement CDBG}

Attachments: [MEMORANDUM for CDBG Payments July 5, 2016](#)

- VII.-7** [2016-2763](#) Approve claims docket for the period ending June 30, 2016.

Attachments: [DOCKET 16.06-30](#)



City of Hattiesburg, MS

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

Master

File Number: 2016-2772

File ID: 2016-2772

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 06/30/2016

Brief Title: Resolution amending the March 5, 2013 development agreement between the City of Hattiesburg and the Whispering Pines Retirement Community, LLC.

Final Action: 07/05/2016

Minute Book Number: MB2016-162

Title:

Adopt a resolution determining the necessity for amending the March 5, 2013 development agreement by and between the City of Hattiesburg, Mississippi and the Whispering Pines Retirement Community, LLC; and for related purposes.

Notes:

Sponsors:

Enactment Date:

Attachments: Resolution (March 2013), Whispering Pines, Resolution (Addendum), Whispering Pines, executed Resolution (March 2013) and Addendum, Whispering Pines RES#2016-81

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/05/2016	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt a resolution determining the necessity for amending the March 5, 2013 development agreement by and between the City of Hattiesburg, Mississippi and the Whispering Pines Retirement Community, LLC; and for related purposes.							
Sam Keyes of Butler Snow appeared before the Council to provide an overview of Policy Agenda Item VI. 1 and VI. 2.							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2016-2772

Title

Adopt a resolution determining the necessity for amending the March 5, 2013 development agreement by and between the City of Hattiesburg, Mississippi and the Whispering Pines Retirement Community, LLC; and for related purposes.

Summary

Resolution amending the March 5, 2013 development agreement.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, DETERMINING THE NECESSITY FOR AMENDING THE MARCH 5, 2013 DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AND THE WHISPERING PINES RETIREMENT COMMUNITY, LLC (THE "DEVELOPER"); AND FOR RELATED PURPOSES.

The Mayor and City Council of the City of Hattiesburg, Mississippi (the "Governing Body" of the "City") took up for consideration the matter of amending the March 5, 2013 Development Agreement by and between the City of Hattiesburg, Mississippi (the "City") and the Whispering Pines Retirement Community, LLC (the "Developer"). After a full consideration and a discussion of the matter, Council Member _____ offered and moved the adoption of the following resolution:

WHEREAS, the Mississippi "Tax Increment Financing Act," Title 21, Chapter 45, Miss. 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;

WHEREAS, on the 18th day of September, 2012, the Governing Body of the City approved the Tax Increment Financing Plan, City of Hattiesburg, Mississippi (Whispering Pines Retirement Community Project) 2012 (the "TIF Plan") in connection with the redevelopment project described therein as required by Title 21, Chapter 45, Mississippi Code of 1972, as amended (the "Act"), which TIF Plan constitutes a qualified plan under the Act;

WHEREAS, on March 5, 2013, the Governing Body of the City approved and entered into a Development Agreement, by and between the City of Hattiesburg, Mississippi (the "City") and the Whispering Pines Retirement Community, LLC (the "Developer"), which Development Agreement was entered into in connection with the City's TIF Plan;

WHEREAS, the Governing Body of the City does hereby find that an amendment to the Development Agreement by adding a First Addendum to clarify and confirm the financing and security structure the City intends to pursue for purposes of reimbursing the Developer for eligible costs of certain infrastructure improvements as provided for the TIF Plan and Development Agreement would be in the best interest of the City.

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

SECTION 1. That the amendment to the Development Agreement as set forth in the First Addendum attached and incorporated hereto as **Exhibit A** is hereby approved in substantial form.

SECTION 2. The Mayor and Clerk are hereby authorized to executed said First Addendum in substantial form as attached hereto as **Exhibit A** for and on behalf of the Governing Body of the City.

SECTION 3. This Resolution shall become effective immediately upon the adoption hereof.

Council Member _____ seconded the motion to adopt the foregoing Resolution, and the vote thereupon was as follows:

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of the Governing Body, the President of the City Council declared the motion carried and the resolution adopted, on this the 5th day of July, 2016.

[SEAL]

ATTEST:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing resolution, having been submitted to and approved by the Mayor, this the 5th day of July, 2016.

ATTEST:

CITY CLERK

MAYOR

EXHIBIT A
FIRST ADDENDUM TO DEVELOPMENT AGREEMENT

**FIRST ADDENDUM
TO THE DEVELOPMENT AGREEMENT
DATED MARCH 5, 2013 BETWEEN THE CITY OF HATTIESBURG, MISSISSIPPI
AND WHISPERING PINES RETIREMENT COMMUNITY, LLC**

WHEREAS, on March 5, 2013, the Mayor and City Council of the City of Hattiesburg, Mississippi approved and entered into a Development Agreement dated March 5, 2013, by and between the City of Hattiesburg, Mississippi (the "City") and the Whispering Pines Retirement Community, LLC (the "Developer"), which Development Agreement was entered into in connection with the City's Tax Increment Financing Plan (Whispering Pines Retirement Community Project 2012) (the "TIF Plan"); and

WHEREAS, the City and Developer have determined it to be in their mutual best interest to add this First Addendum to the Development Agreement in order to clarify and confirm the financing and security structure the City intends to secure pursuant to the Bonds issued pursuant to the TIF Plan as contemplated in the Development Agreement for purposes of reimbursing the Developer for eligible costs of the Infrastructure Improvements subject to the conditions precedent and limitations enumerated in the Development Agreement and Bond Resolution; and

WHEREAS, this First Addendum was adopted and approved by the Mayor and City Council, pursuant to the Resolution of the Mayor and City Council on July 5, 2016.

NOW THEREFOR, the parties hereto do hereby agree to the following First Addendum to said Development Agreement:

Section One. As used in the First Addendum, all capitalized terms shall mean that as defined in the Bond Resolution.

Section Two. If provided in the Bond Resolution, upon final maturity of the Bonds and provided amounts on deposit in the Bonds Reserve Fund and the Tax Increment Surplus Fund are not necessary to make the debt service payment for the Bonds on the next Interest Payment Date for the Bonds, the City shall pay or cause to be paid only from available monies on deposit in the Bonds Reserve Fund and the Tax Increment Surplus Fund an amount that shall not exceed the Approved Eligible Costs determined in accordance with this Development Agreement to the extent same were not previously reimbursed. If the Approved Eligible Costs exceed the amount available in the Bonds Reserve Fund and the Tax Increment Surplus Fund, the City shall only pay to the Developer the remaining amount in the Bonds Reserve Fund and Tax Increment Surplus Fund and shall not owe Developer any further amounts in connection with the Bonds.

Section Three. This First Addendum shall be effective from and after July 5, 2016.

IN WITNESS WHEREOF, the parties hereby have caused this Addendum to the Development Agreement to be duly executed as of the _____ day of _____ 2016.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

Mayor

ATTEST

City Clerk

**WHISPERING PINES RETIREMENT
COMMUNITY, LLC**

BY: _____

NAME: _____

TITLE: _____

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, DETERMINING THE NECESSITY FOR AMENDING THE MARCH 5, 2013 DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AND THE WHISPERING PINES RETIREMENT COMMUNITY, LLC (THE "DEVELOPER"); AND FOR RELATED PURPOSES.

The Mayor and City Council of the City of Hattiesburg, Mississippi (the "Governing Body" of the "City") took up for consideration the matter of amending the March 5, 2013 Development Agreement by and between the City of Hattiesburg, Mississippi (the "City") and the Whispering Pines Retirement Community, LLC (the "Developer"). After a full consideration and a discussion of the matter, Council Member Carroll offered and moved the adoption of the following resolution:

WHEREAS, the Mississippi "Tax Increment Financing Act," Title 21, Chapter 45, Miss. 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;

WHEREAS, on the 18th day of September, 2012, the Governing Body of the City approved the Tax Increment Financing Plan, City of Hattiesburg, Mississippi (Whispering Pines Retirement Community Project) 2012 (the "TIF Plan") in connection with the redevelopment project described therein as required by Title 21, Chapter 45, Mississippi Code of 1972, as amended (the "Act"), which TIF Plan constitutes a qualified plan under the Act;

WHEREAS, on March 5, 2013, the Governing Body of the City approved and entered into a Development Agreement, by and between the City of Hattiesburg, Mississippi (the "City") and the Whispering Pines Retirement Community, LLC (the "Developer"), which Development Agreement was entered into in connection with the City's TIF Plan;

WHEREAS, the Governing Body of the City does hereby find that an amendment to the Development Agreement by adding a First Addendum to clarify and confirm the financing and security structure the City intends to pursue for purposes of reimbursing the Developer for eligible costs of certain infrastructure improvements as provided for the TIF Plan and Development Agreement would be in the best interest of the City.

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

SECTION 1. That the amendment to the Development Agreement as set forth in the First Addendum attached and incorporated hereto as **Exhibit A** is hereby approved in substantial form.

SECTION 2. The Mayor and Clerk are hereby authorized to executed said First Addendum in substantial form as attached hereto as **Exhibit A** for and on behalf of the Governing Body of the City.

SECTION 3. This Resolution shall become effective immediately upon the adoption hereof.

Council Member Naylor seconded the motion to adopt the foregoing Resolution, and the vote thereupon was as follows:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The motion having received the affirmative vote of the Governing Body, the President of the City Council declared the motion carried and the resolution adopted, on this the 5th day of July, 2016.

[SEAL]

ATTEST:



CLERK OF COUNCIL



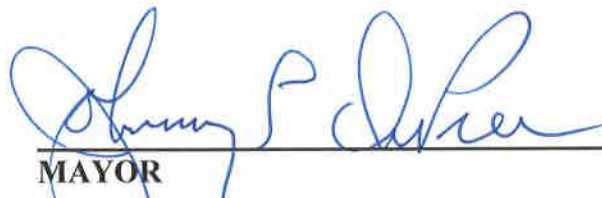
PRESIDENT

The above and foregoing resolution, having been submitted to and approved by the Mayor, this the 5th day of July, 2016.

ATTEST:



CITY CLERK



MAYOR

EXHIBIT A

FIRST ADDENDUM TO DEVELOPMENT AGREEMENT

**FIRST ADDENDUM
TO THE DEVELOPMENT AGREEMENT
DATED MARCH 5, 2013 BETWEEN THE CITY OF HATTIESBURG, MISSISSIPPI
AND WHISPERING PINES RETIREMENT COMMUNITY, LLC**

WHEREAS, on March 5, 2013, the Mayor and City Council of the City of Hattiesburg, Mississippi approved and entered into a Development Agreement dated March 5, 2013, by and between the City of Hattiesburg, Mississippi (the "City") and the Whispering Pines Retirement Community, LLC (the "Developer"), which Development Agreement was entered into in connection with the City's Tax Increment Financing Plan (Whispering Pines Retirement Community Project 2012) (the "TIF Plan"); and

WHEREAS, the City and Developer have determined it to be in their mutual best interest to add this First Addendum to the Development Agreement in order to clarify and confirm the financing and security structure the City intends to secure pursuant to the Bonds issued pursuant to the TIF Plan as contemplated in the Development Agreement for purposes of reimbursing the Developer for eligible costs of the Infrastructure Improvements subject to the conditions precedent and limitations enumerated in the Development Agreement and Bond Resolution; and

WHEREAS, this First Addendum was adopted and approved by the Mayor and City Council, pursuant to the Resolution of the Mayor and City Council on July 5, 2016.

NOW THEREFOR, the parties hereto do hereby agree to the following First Addendum to said Development Agreement:

Section One. As used in the First Addendum, all capitalized terms shall mean that as defined in the Bond Resolution.

Section Two. If provided in the Bond Resolution, upon final maturity of the Bonds and provided amounts on deposit in the Bonds Reserve Fund and the Tax Increment Surplus Fund are not necessary to make the debt service payment for the Bonds on the next Interest Payment Date for the Bonds, the City shall pay or cause to be paid only from available monies on deposit in the Bonds Reserve Fund and the Tax Increment Surplus Fund an amount that shall not exceed the Approved Eligible Costs determined in accordance with this Development Agreement to the extent same were not previously reimbursed. If the Approved Eligible Costs exceed the amount available in the Bonds Reserve Fund and the Tax Increment Surplus Fund, the City shall only pay to the Developer the remaining amount in the Bonds Reserve Fund and Tax Increment Surplus Fund and shall not owe Developer any further amounts in connection with the Bonds.

Section Three. This First Addendum shall be effective from and after July 5, 2016.

IN WITNESS WHEREOF, the parties hereby have caused this Addendum to the Development Agreement to be duly executed as of the 5th day of July 2016.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 
Mayor

ATTEST


City Clerk

**WHISPERING PINES RETIREMENT
COMMUNITY, LLC**

BY: _____

NAME: _____

TITLE: _____



City of Hattiesburg, MS

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

Master

File Number: 2016-2773

File ID: 2016-2773

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 06/30/2016

Brief Title: Resolution authorizing and directing the issuance of taxable Tax Increment Limited Obligation Bonds.

Final Action: 07/05/2016

Minute Book Number: MB2016-162

Title:

Adopt a resolution authorizing and directing the issuance of taxable Tax Increment Limited Obligation Bonds, series 2016(Whispering Pines Retirement Community Project), of the City of Hattiesburg, Mississippi, in the principal amount of not to exceed Four Million Dollars (\$4,000,000.00) (The Bonds) to raise money for the purpose of paying the cost of constructing the infrastructure improvements(as hereinafter defined), funding the debt service reserve fund, if applicable, and paying costs of issuance for the bonds; and for related purposes.

Notes:

Sponsors:

Enactment Date:

Attachments: Res- authorizing issuance of bonds, Preliminary Official Statement, Bond Purchase Agreement, executed Res- authorizing issuance of bonds RES#2016-82

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/05/2016	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt a resolution authorizing and directing the issuance of taxable Tax Increment Limited Obligation Bonds, series 2016 (Whispering Pines Retirement Community Project), of the City of Hattiesburg, Mississippi, in the principal amount of not to exceed Four Million Dollars (\$4,000,000.00) (The Bonds) to raise money for the purpose of paying the cost of constructing the infrastructure improvements (as hereinafter defined), funding the debt service reserve fund, if applicable, and paying costs of issuance for the bonds; and for related purposes.

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

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

Nays: 0

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

TEL-No Vote: 0

Text of Legislative File 2016-2773

Title

Adopt a resolution authorizing and directing the issuance of taxable Tax Increment Limited Obligation Bonds, series 2016(Whispering Pines Retirement Community Project), of the City of Hattiesburg, Mississippi, in the principal amount of not to exceed Four Million Dollars (\$4,000,000.00) (The Bonds) to raise money for the purpose of paying the cost of constructing the infrastructure improvements(as hereinafter defined), funding the debt service reserve fund, if applicable, and paying costs of issuance for the bonds; and for related purposes.

Summary

Resolution authorizing and directing the issuance of taxable Tax Increment Limited Obligation Bonds.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF TAXABLE TAX INCREMENT LIMITED OBLIGATION BONDS, SERIES 2016 (WHISPERING PINES RETIREMENT COMMUNITY PROJECT), OF THE CITY OF HATTIESBURG, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED FOUR MILLION DOLLARS (\$4,000,000) (THE “BONDS”) TO RAISE MONEY FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTING THE INFRASTRUCTURE IMPROVEMENTS (AS HEREINAFTER DEFINED), FUNDING THE DEBT SERVICE RESERVE FUND, IF APPLICABLE, AND PAYING COSTS OF ISSUANCE FOR THE BONDS; AND FOR RELATED PURPOSES.

The Mayor and City Council (the “**Governing Body**”) of the City of Hattiesburg, Mississippi (the “**City**”) took up for further consideration the matter of the issuance of Taxable Tax Increment Limited Obligation Bonds, Series 2016, of the City, in the principal amount of not to exceed Four Million Dollars (\$4,000,000) (the “**Bonds**”). After a discussion of the subject, Councilperson _____ offered and moved the adoption of the following resolution:

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

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

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

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

“Additional Bonds” shall mean Bonds issues pursuant to Section 3 hereof.

“Approved Eligible Costs” shall mean \$3,262,385.00 in eligible costs for Infrastructure Improvements that have been approved by the City in accordance with the Development Agreement.

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

“Bond” or “Bonds” shall mean the not to exceed \$4,000,000 Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) of the City authorized and directed to be issued in the Bond Resolution.

“Bond Counsel” shall mean Butler Snow LLP, Ridgeland, Mississippi.

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

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

“Bond Year” shall mean year ending April 1 each year.

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

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

“City” shall mean the City of Hattiesburg, Mississippi.

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

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

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

“Clerk” shall mean the City Clerk of the City.

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

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

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

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

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

"Development Agreement" shall mean the Development Agreement between the Developer and the City, dated March 5, 2013, as may be amended from time to time and approved by the Governing Body of the City.

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

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

"DTC" shall mean The Depository Trust Company.

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

"Forrest County" shall mean Forrest County, Mississippi.

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

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

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

"Infrastructure Improvements" shall mean and include, but are not limited to, installation of utilities such as water, sanitary sewer and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curbs and gutters parking, sidewalks; installation of traffic signalization and signage; grading; lighting and landscaping of rights-of-way; purchase of rights-of-way and other property necessary for the installation

of the infrastructure and other improvements described hereinabove; capitalized interest; and other related expenses such as engineering; all expenses in connection with the authorization, sale, and issuance of bonds, or indebtedness; TIF plan preparation fees and other incidental related costs; and related professional fees.

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

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

“Mayor” shall mean the Mayor of the City.

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

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

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

“Project” shall mean providing for the financing of the Infrastructure Improvements, funding the 2016 Bonds Reserve Fund and paying the costs of issuance for the Bonds.

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

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

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

“Redevelopment Project” shall mean the Developer’s Project and the Infrastructure Improvements.

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

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

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

“State” shall mean the State of Mississippi.

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

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

“Tax Increment Surplus” shall mean the remainder of the Tax Increment after deducting amounts necessary to pay the debt service on the Bonds, pay the annual fees and expenses of the Paying Agent and fund any shortfall in the 2016 Debt Service Reserve Requirement; provided however, if the balance in the 2016 Bonds Reserve Fund equals the 2016 Debt Service Reserve Requirement such Tax Increment Surplus shall be deposited in the Tax Increment Surplus Fund and used pursuant to the provisions of Section 16 herein.

“Tax Increment Surplus Fund” shall mean the City of Hattiesburg, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) Tax Increment Surplus Fund provided for in Section 16 hereof.

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

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

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

“2016 Bonds Reserve Fund” shall mean that debt service reserve fund into which the City will deposit proceeds of the Bonds representing an amount equal to the 2016 Debt Service Reserve Requirement and in addition, subsequent to the closing, that portion of the Tax Increment Surplus necessary to provide funds sufficient in the aggregate to fund any shortfall in the 2016 Debt Service Reserve Requirement as such is provided for in Section 16 hereof.

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

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

“Underwriter” shall mean the purchaser of the Bonds, as provided by the Bond Purchase Agreement.

“United States” shall mean the United States of America.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

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

3. Said redevelopment projects may include:

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

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

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

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

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

(b) On September 18, 2012, the City approved and adopted the Tax Increment Financing Plan. On March 5, 2013, the City approved an amended and restated tax increment plan entitled "First Addendum to City of Hattiesburg, Mississippi Tax Increment Financing Plan (Whispering Pines Retirement Community Project) 2012." On September 6, 2012, Forrest County approved and adopted its Tax Increment Financing Plan, Whispering Pines Retirement Community Project, Forrest County, Mississippi, 2012. The City's Tax Increment Financing Plan and the County's Tax Increment Financing Plan provide for the joint and mutual pledge and division of the incremental increase in tax revenues generated by the development and redevelopment within the District Property as security for the Bonds.

5. The City, to the greatest extent it determines to be feasible, shall afford maximum opportunity, consistent with the sound needs of the City as a whole, to the rehabilitation or redevelopment of the redevelopment areas by private enterprise. In order to utilize appropriate private or public resources to eliminate and prevent the development or spread of slums and urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of slum and blighted areas, and to achieve the objectives of the Redevelopment Plans, the City shall encourage rehabilitation and clearance and redevelopment within the redevelopment areas by: (1) carrying out a program of voluntary repair and rehabilitation of buildings or other improvements in accordance with the Redevelopment Plans, including, from time to time, making loans to defray all or part of the costs

(including costs of acquiring real estate) of repairing and rehabilitating buildings or other improvements in accordance with the Redevelopment Plans; and (2) making loans, from time to time, to defray all or part of the costs of acquiring real property, demolishing and removing buildings and improvements, and constructing improvements (including buildings) in the redevelopment area in accordance with the Redevelopment Plans. Such loans shall be made in accordance with the requirements under the General Plan as defined in the Redevelopment Plans. The City shall also have full authority to issue tax increment bonds for the purpose of completing all of or a part of the Infrastructure, in accordance with the Tax Increment Financing Plans.

6. The City desires to issue and sell the Bonds for the purposes of financing the costs of the Project in accordance with the Redevelopment Plan and the Tax Increment Financing Plan.

7. As an inducement to the City to issue the Bonds and to apply the proceeds of such Bonds to fund the cost of the Project, it being contemplated by the City that a portion of the Tax Increment collected with respect to the Redevelopment Project will be in an amount sufficient for the payment of principal of and interest on the Bonds and the annual fees and expenses of the Paying Agent, and with respect to the City's portion of the Tax Increment to fund any deficiency in the 2016 Bonds Reserve Fund.

8. The Governing Body will not provide for the issuance of additional bonds payable from the Tax Increment except as provided in this Bond Resolution.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3. (a) The Bonds are hereby authorized and ordered to be prepared and issued in the principal amount Not to Exceed Four Million Dollars (\$4,000,000) to raise money for the Project, all as authorized by the Act.

(b) The Governing Body may authorize the issuance of Additional Bonds payable from the Tax Increment pursuant to one or more resolutions of the Governing Body under the provisions of this Bond Resolution for purposes authorized under the Act; provided however, the City shall obtain a certificate signed by the Forrest County Tax Assessor certifying to the amount of the Tax Increment for the calendar year preceding the issuance of such Additional Bonds and such Tax Increment, shall be sufficient to provide at least 1.20 to 1 debt service coverage of the combined annual debt service on the Bonds and such Additional Bonds. Such Additional Bonds shall comply with the terms and provisions of this Bond Resolution and shall be on parity with the Bonds with respect to the Tax Increment.

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

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

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

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

(e) Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners of the Bonds thereof by first class mail at least thirty (30) days (or such shorter period authorized by the Registered Owners) and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of the Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

(f) The Bonds for which the payment of sufficient moneys or, to the extent permitted by the laws of the State, (i) direct obligations of, or obligations for the payment of the principal of and interest on which are unconditionally guaranteed by, the United States ("Government Obligations"),

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

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

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

(c) The Bonds shall be delivered to the Underwriter upon payment of the purchase price therefor in accordance with the terms and conditions of their sale and award, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale

and validation, if applicable, of the Bonds and the final, unqualified respective approving opinion of Bond Counsel, which opinion shall be imprinted on, or attached to, the reverse of each of the Bonds.

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

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

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

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

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

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

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

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

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

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

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

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

(v) Every successor 2016 Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor 2016 Agent and to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor 2016 Agent, without any further act,

shall become fully vested with all the rights, immunities and powers, and subject to all the duties and obligations, of its predecessor.

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

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

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

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

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

[2016 BOND FORM]

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

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

CITY OF HATTIESBURG

TAXABLE TAX INCREMENT LIMITED OBLIGATION BOND

SERIES 2016

(WHISPERING PINES RETIREMENT COMMUNITY PROJECT)

NO. _____ \$ _____

Rate of Interest Maturity Date of Original Issue CUSIP NO.

_____ % October 1, 20____, 2016 _____

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS

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

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

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

Payments of principal of and interest on this 2016 Bond shall be made by check or draft mailed on each Interest Payment Date to such Registered Owner at his address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Transfer Agent by certified mail, return receipt requested, or such other method as may be

subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day of the calendar month preceding the applicable principal or Interest Payment Date.

This 2016 Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to denomination, number, rate of interest and date of maturity, issued in the aggregate authorized principal amount of Not to Exceed Four Million Dollars (\$4,000,000) to raise money for the purpose of paying the costs of constructing the Infrastructure Improvements, funding the 2016 Bonds Reserve Fund and paying costs of issuance for the Bonds (as hereinafter defined).

This 2016 Bond is issued under the authority of the Constitution and statutes of the State, including Sections 21-45-1 through 21-45-21, Mississippi Code of 1972, as amended and/or supplemented from time to time, and by the further authority of proceedings duly had by the Governing Body of the City, including a resolution adopted on July 5, 2016 (the "Bond Resolution").

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

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

Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least thirty (30) days (or such shorter period approved by the Registered Owners) and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

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

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

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

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

The City has further pledged funds available in the 2016 Bonds Reserve Fund and Tax Increment Surplus Fund.

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

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

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

CITY OF HATTIESBURG, MISSISSIPPI

Mayor

COUNTERSIGNED:

City Clerk

(seal)

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

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

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

_____ as
Transfer Agent
BY: _____
Authorized Officer

Date of Registration and Authentication: _____

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

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF FORREST

CITY OF HATTIESBURG

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

(seal)

ASSIGNMENT

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

(Name and Address of Assignee)

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

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

Signatures guaranteed:

NOTICE: Signature(s) must be guaranteed by an approved eligible guarantor institution, an institution that is a participant in a Securities

Transfer Association recognized signature
guarantee program.

(Authorized Officer)

Date of Assignment: _____

Insert Social Security Number or Other

Tax Identification Number of Assignee: _____

[END OF 2016 BOND FORM]

SECTION 8. In case any 2016 Bond shall become mutilated or be stolen, destroyed or lost, the City shall, if not then prohibited by law, cause to be authenticated and delivered a new 2016 Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated 2016 Bond, or in lieu of and in substitution for such 2016 Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a 2016 Bond stolen, destroyed or lost, his filing with the City or Transfer Agent evidence satisfactory to them that such 2016 Bond was stolen, destroyed or lost, and of his ownership thereof, and furnishing the City or Transfer Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

SECTION 9. For the purpose of effectuating and providing for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue, there shall be and is hereby levied a direct, continuing tax upon all of the taxable real and personal property of the City and Forrest County within the geographical limits of the District Property, as agreed pursuant to the Interlocal Agreement. All or any portion of the receipts from the levy and collection of said ad valorem tax shall be withheld by the tax collector of each the City, and/or by any other tax collecting agency authorized by law for the collection of said taxes, who shall pay over all such Tax Increment to the Clerk to the credit of the 2016 Bond Fund created pursuant to Section 13 hereof and to the 2016 Bonds Reserve Fund that portion representing Tax Increment Surplus necessary to fund any deficiency in the 2016 Debt Service Reserve Requirement for the 2016 Bonds Reserve Fund, all as further provided in Section 15. Any such moneys so paid to the Clerk to the credit of the 2016 Bond Fund shall be expended only as provided in Section 13 hereof. The Tax Increment Surplus, if any, shall be transferred to the Tax Increment Surplus Fund for use as set forth in Section 15.

SECTION 10. Only such of the Bonds as shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the

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

SECTION 11. In the event the Underwriter shall fail to designate the names, addresses and social security or tax identification numbers of the Registered Owners of the Bonds, within thirty (30) days of the date of sale, or at such other later date as may be designated by the City, one 2016 Bond registered in the name of the Underwriter may be issued in the full amount for each maturity. Ownership of the Bonds shall be in the Underwriter until the initial Registered Owner has made timely payment and, upon request of the Underwriter within a reasonable time of the initial delivery of the Bonds, the Transfer Agent shall re-register any such 2016 Bond upon its records in the name of the Registered Owner to be designated by the Underwriter in the event timely payment has not been made by the initial Registered Owner.

SECTION 12. Except as hereinabove provided, the Person in whose name any 2016 Bond shall be registered in the records of the City maintained by the Transfer Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on any 2016 Bond shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such 2016 Bond to the extent of the sum or sums so paid.

SECTION 13. (a) Each 2016 Bond shall be transferable only in the records of the City, upon surrender thereof at the office of the Transfer Agent together with a written instrument of transfer satisfactory to the Transfer Agent, duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the transfer of any 2016 Bond, the City, acting through its Transfer Agent, shall issue in the name of the transferee a new 2016 Bond or Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered 2016 Bond or Bonds.

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

SECTION 14. (a) The City hereby establishes the 2016 Bond Fund for the Bonds which shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the Bonds, and the payment of 2016 Agents' fees in connection therewith. There shall be deposited into the 2016 Bond Fund as and when received:

- (i) The accrued interest and premium, if any, received upon delivery of the Bonds;

- (ii) The avails of any of the ad valorem taxes collected pursuant to Section 9 hereof subject to the limitation as described in sub-section (b) below;
- (iii) Funds transferred from the 2016 Bonds Reserve Fund and/or the Tax Increment Surplus Fund pursuant to sub-section (b) below;
- (iv) Any income received from investment of monies in the 2016 Bond Fund; and
- (v) Any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the 2016 Bond Fund.

(b) The Clerk shall deposit all moneys, including but not limited to the Tax Increment portion of the receipts into the 2016 Bond Fund. The City shall deposit in the 2016 Bond Fund an amount equal to the amount necessary to make each principal and interest payment together with the annual fees and expenses of the Paying Agent. The source of such funds shall be limited to the Tax Increment portion of the ad valorem tax receipts, the 2016 Bonds Reserve Fund and, if necessary, the Tax Increment Surplus Fund. The City shall first apply the Tax Increment to the payment of the Bonds. Any Tax Increment Surplus shall be deposited into the Tax Increment Surplus Fund as provided for in Section 16 hereof.

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

SECTION 15. The City hereby establishes the 2016 Construction Fund and the following sub-accounts therein, which shall be held by the City and maintained with a qualified depository: (a) Developer's Project Account; and (b) Costs of Issuance Account. The principal proceeds received upon the sale of the Bonds shall be deposited in the 2016 Construction Fund sub-accounts in the amounts as follows: (a) an amount not to exceed \$200,000 in the Costs of Issuance Account; and (b) the balance of the funds in the Developer's Project Account. Any income received from investment of monies in the 2016 Construction Fund sub-accounts shall be deposited in the 2016 Bond Fund to pay interest on the Bonds.

From the 2016 Construction Fund, Developer's Project Account there shall be paid the costs of the Infrastructure Improvements. Any amounts which remain in the 2016 Construction Fund, Developer's Project Account in amount of \$1,000 or integral multiples thereof after the completion of the Infrastructure Improvements shall be transferred to the 2016 Bond Fund and used for the mandatory redemption of Bonds as set forth herein and any amount which remain on deposit in the 2016 Construction Fund, Developer's Project Account which is less than \$1,000 shall be deposited to the 2016 Bond Fund and used as permitted under State law.

From the 2016 Construction Fund, Costs of Issuance Account there shall be paid the costs, fees and expenses incurred by the City in connection with the authorization, issuance, sale, validation and delivery of the Bonds. Any amount which remain in the 2016 Construction Fund, Costs of Issuance Account following 30 days from the delivery date of the Bonds shall be transferred to the 2016 Bond Fund and used as permitted under State law.

SECTION 16. (a) The City hereby establishes the 2016 Bonds Reserve Fund which shall be maintained by the City with the Paying Agent. The City shall deposit or cause to be deposited into the 2016 Bonds Reserve Fund funds as follows: (i) a portion of the proceeds of the Bonds designated on the date of delivery of the Bonds; and (ii) funds identified as the Tax Increment Surplus to meet any deficiency in the 2016 Debt Service Reserve Requirement. On or before five days prior to each Interest Payment Date for the Bonds, the City shall request the Paying Agent to transfer monies to the 2016 Bond Fund to the extent there are insufficient funds deposited therein pursuant to Section 14 to make the debt service payment for the Bonds on the next Interest Payment Date for the Bonds.

(b) The City hereby establishes the Tax Increment Surplus Fund which shall be maintained by the City with the Paying Agent. The City shall deposit or cause to be deposited into the Tax Increment Surplus Fund all funds identified as the Tax Increment Surplus to the extent said funds are not required to meet any deficiency (i) on any Interest Payment Date in the 2016 Bond Fund and (ii) in the 2016 Debt Service Reserve Requirement. On or before five days prior to each Interest Payment Date for the Bonds, the City shall request the Paying Agent to transfer monies to the 2016 Bond Fund to the extent there are insufficient funds deposited therein pursuant to Section 14 to make the debt service payment for the Bonds on the next Interest Payment Date for the Bonds.

(c) Upon the final maturity of the Bonds and provided amounts on deposit in the 2016 Bonds Reserve Fund and the Tax Increment Surplus Fund are not necessary to make the debt service payment for the Bonds on the next Interest Payment Date for the Bonds, the City shall pay only from available monies on deposit in the 2016 Bonds Reserve Fund and Tax Increment Surplus Fund an amount that shall not exceed the Approved Eligible Costs determined in accordance with the Development Agreement to the Developer. If the Approved Eligible Costs exceeds the amount available in the 2016 Bonds Reserve Fund and Tax Increment Surplus Fund, the City shall only pay to the Developer the amount in 2016 Bonds Reserve Fund and Tax Increment Surplus Fund and shall not owe the Developer any further amounts. Any remaining amounts, if any, in the 2016 Bonds Reserve Fund and Tax Increment Surplus Fund after the payment of the Approved Eligible Costs to the Developer shall be transferred to the City's general fund and used as permitted by State law.

SECTION 17. (a) Payment of principal on the Bonds shall be made, upon presentation and surrender of the Bonds at the principal office of the Paying Agent to the Record Date Registered Owner thereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date for the Bonds.

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

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

SECTION 18. The Bonds may be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the Clerk, if applicable, is hereby directed to make up a transcript of all legal papers and proceedings relating to the Bonds and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings in Forrest County, Mississippi.

SECTION 19. Based on existing statutes, rulings and court decisions and assuming, among other matters, compliance with certain covenants, the interest on the Bonds is includable for purposes of federal income taxation. Under existing law, interest on the Bonds is excludable from present taxes imposed by the State.

SECTION 20. Each of the following constitutes an event of default under the Bond Resolution:

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

(b) Failure by the City to perform or observe any other covenant, agreement or condition on its part contained in the Bond Resolution (other than the covenants contained in Section 22 hereof) or in the Bonds, and the continuance thereof for a period of thirty (30) days after written notice thereof to the City by the Registered Owners of not less than ten percent (10%) in principal amount of the then outstanding Bonds; or

(c) An Act of Bankruptcy occurs.

SECTION 21. That the Governing Body of the City hereby authorizes the negotiation of the sale of the Bonds to the Underwriter and authorizes the execution by the Mayor and Clerk of the City of the Bond Purchase Agreement for and on behalf of the City, based on the recommendation of Butler Snow LLP, Ridgeland, Mississippi, as Bond Counsel, and Government Consultants, Inc., as Financial Advisor, and provided that the following parameters are met: (1) the par amount of the Bonds will not

exceed \$4,000,000; (2) the net interest cost of not more than six and one-half percent (6.5%) for the Bonds; (3) the Bonds will mature no later than fifteen years from their respective date of delivery; and (4) terms and provisions of the Bonds in compliance with the Act.

SECTION 22. Due to the character of the Bonds, the complexity of structuring the Bonds and prevailing market conditions, the Bonds shall be sold to the Underwriter at private sale pursuant to the terms and provisions of the Bond Purchase Agreement in substantially the form attached hereto as **Exhibit A**. The Mayor of the City and the City Clerk, acting for and on behalf of the City, is hereby authorized and directed to negotiate with the Underwriter for the sale of the Bonds and to make the final decisions regarding (a) the aggregate principal amount of the Bonds, (b) the redemption provisions of the Bonds, (c) the interest rates to be borne by the Bonds, (d) the maturity date of the Bonds, (e) the Refunded Bonds to be refinanced with the proceeds of the Bonds, (f) the principal and interest payment dates for the Bonds, and to make all final determinations necessary to structure the Bonds. The Bond Purchase Agreement in substantially such form is hereby approved in all respects and, subject to the provisions of this Section, Section 4 and Section 21 hereof, the Mayor and the City Clerk are hereby authorized and directed to execute and deliver the Bond Purchase Agreement for and on behalf of and in the name of the City, with such changes, omissions, insertions and revisions, as may be approved by the Mayor and the City Clerk, said execution being conclusive evidence of such approval.

SECTION 23. The Preliminary Official Statement, in the form submitted to this meeting and attached hereto as **Exhibit B**, shall be, and the same hereby is, approved in substantially said form with such changes, omissions, insertions and revisions therein as the Mayor, as representative of the Governing Body, may in the Mayor's opinion determine to be required. The Governing Body deems the Preliminary Official Statement to be "final" as required by SEC Rule 15c2-12(b)(1). The actions of the Mayor and all other persons in connection with the preparation of the Preliminary Official Statement are hereby ratified and confirmed. The Mayor is hereby authorized and directed to distribute the Preliminary Official Statement to the Underwriter and to cause to be prepared and to execute and deliver a final Official Statement in substantially the form of the Preliminary Official Statement with such changes, insertions and omissions from the Preliminary Official Statement as may be approved by such officer, said execution being conclusive evidence of such approval.

SECTION 24. The Mayor and Clerk are hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to pay on the Closing Date of the Bonds the costs of issuance of said Bonds; provided, however, the aggregate total costs of issuance for said Bonds shall not exceed five and three-fourths percent (5.75%) of the par amount of the Bonds, excluding the Underwriter's discount.

SECTION 25. Notwithstanding any other provisions of this Bond Resolution, it is the intent of the Governing Body that each member of the Governing Body, including the Mayor and the Clerk, are hereby authorized to execute any and all documents, certificates, instruments and papers, and any and all acts and things as may be necessary or advisable in connection with the authorization, sale, preparation, execution, issuance and delivery of the Bonds.

SECTION 26. Except as otherwise expressly provided herein, nothing in this Bond Resolution, express or implied, is intended or shall be construed to confer upon any person or firm or corporation other than the City, the holders of the Bonds issued under the provisions of this Bond Resolution, the Governing Body and the Paying and Transfer Agent, any right, remedy, or claim, legal or equitable, under and by reason of this Bond Resolution or any of the provisions hereof. This Bond Resolution and all of its provisions are intended to be and shall be for the sole and exclusive benefit of the City, the Governing Body and the holders from time to time of the Bonds issued under the provisions of this Bond Resolution.

SECTION 27. All covenants, stipulations, obligations and agreements of the City contained in this Bond Resolution, shall be binding upon the City, and, except as otherwise provided in this Bond Resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the City by the provisions of this Bond Resolution, shall be exercised or performed by the City. No stipulation, obligation or agreement herein contained or any other document necessary to conclude the issuance and sale of the Bonds shall be deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the City, including its Governing Body, in his or her individual capacity, and no such officer, agent or employee shall be personally liable on the Bonds or be subject to personal liability or accountability by reason of the issuance and sale thereof.

SECTION 28. If any one or more of the provisions of this Bond Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Bond Resolution, but this Bond Resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 29. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective upon the adoption hereof.

Councilperson _____ seconded the motion to adopt the foregoing resolution and the question being put to a roll call vote, the result was as follows:

YEAS:

NAYS:

ABSENT:

The Mayor thereby declared the motion carried and the Bond Resolution adopted, this the 5th day of July, 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Bond Resolution having been submitted to and approved by the Mayor, this the 5th day of July, 2016.

CITY CLERK

MAYOR

EXHIBIT A

FORM OF PRELIMINARY OFFICIAL STATEMENT

EXHIBIT B

FORM OF BOND PURCHASE AGREEMENT

30120270v6

NEW ISSUE-BOOK ENTRY**NON-RATED**

In the opinion of Butler Snow LLP, Bond Counsel, interest on the Bonds (as defined herein) should be treated as includable in gross income of the holders thereof for federal income tax purposes. Bond Counsel is further of the opinion that under and pursuant to the Act (as defined herein), the Bonds and interest thereon are exempt from all income taxes imposed by the State of Mississippi.

\$ _____ *

**CITY OF HATTIESBURG, MISSISSIPPI
TAXABLE TAX INCREMENT LIMITED OBLIGATION BONDS, SERIES 2016
(WHISPERING PINES RETIREMENT COMMUNITY PROJECT)**

Dated: Date of delivery**Due: _____ 1, as shown on
inside of front cover**

The \$ _____ * City of Hattiesburg, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) (the "Bonds"), will be payable as to principal annually beginning on _____ 1, 20____, and will be payable as to interest semi-annually on April 1 and October 1 of each year (each a "Payment Date"), commencing _____ 1, 20____, by check or draft mailed to the registered holder of each of the Bonds by _____, _____, paying agent for the Bonds. The Bonds will be issuable only in the form of fully registered bonds without coupons in the denomination of \$1,000 or any integral multiple thereof.

The Bonds are issuable as fully registered instruments and will be initially issued only in book-entry form, under a book-entry system (described herein) in which The Depository Trust Company (DTC) is the securities depository for the Bonds, to the nominee of DTC (Cede & CO.), with no physical delivery of Bond certificates to the purchasers thereof. Principal and interest payments on the Bonds will be paid to the DTC nominee, which will distribute such payments to the participating members of DTC for subsequent remittance to the owners of the beneficial interest in the Bonds. Such beneficial owners will be permitted to exercise the rights of holders of Bonds only indirectly through DTC and its participating members.

The Bonds will be limited obligations of the City, and together with an Additional Bonds (as defined herein) and will be secured by: (i) the incremental increase in the ad valorem tax revenues generated by the ad valorem tax levied by the City on the real and personal property that constitutes a part of the District Property, as herein defined, and (ii) the incremental increase in the ad valorem tax revenues generated by the ad valorem tax levied by Forrest County, Mississippi ("Forrest County") on the real and personal property that constitutes a part of the District Property and diverted to the City pursuant to the Interlocal Agreement, as defined herein, all as described in the Tax Increment Financing Plan, Whispering Pines Retirement Community Project, Hattiesburg, Mississippi 2012, adopted September 18, 2012, as amended by the First Addendum to City of Hattiesburg, Mississippi Tax Increment Financing Plan (Whispering Pines Retirement Community Project) 2012, as may be amended from time to time, adopted on March 18, 2013 (see "THE BONDS - Security" herein).

The Bonds will be further secured by the funds on deposit in the 2016 Bonds Reserve Fund and the Tax Increment Surplus Fund all as defined and described herein.

The Bonds will mature in the years and principal amounts as set forth on the inside cover.

The Bonds will be subject to redemption as set forth herein under "THE BONDS - Redemption/Notice" herein.

This cover page contains certain information for quick reference only. It is *not* a summary of the issue. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

The Bonds will be offered by the City when, as and if issued and received by _____, _____, _____ (the "Underwriter"), subject to the approval of the validity thereof by Butler Snow LLP, Bond Counsel. Certain legal matters will be passed upon for the City by its counsel, Amos Law Offices, PLLC, Hattiesburg, Mississippi. It is expected that the Bonds in definitive form will be available for delivery on or about _____, 2016.

The date of this Official Statement is _____, 2016.

This Preliminary Official Statement and certain of the information contained herein is in a form deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for the omission of certain information permitted to be omitted under Rule 15c2-12(b)(1)). This Preliminary Official Statement and the information contained herein are subject to revision, completion or amendment in the final Official Statement. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

Maturity Schedule¹
Bonds

<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>	<u>PRICE OR YIELD</u>	<u>CUSIP NUMBER²</u>	<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>	<u>PRICE OR YIELD</u>	<u>CUSIP NUMBER²</u>
2016		____%	____%		2024		____%	____%	
2017		____	____		2025		____	____	
2018		____	____		2026		____	____	
2019		____	____		2027		____	____	
2020		____	____		2028		____	____	
2021		____	____		2029		____	____	
2022		____	____		2030		____	____	
2023		____	____						

¹ Preliminary, subject to change.

² CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by Standard and Poor's CUSIP Service Bureau. A Division of McGraw-Hill Companies, Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services.

NO DEALER, BROKER, SALESMAN OR OTHER PERSON HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATIONS WITH RESPECT TO THE BONDS OTHER THAN IS CONTAINED IN THIS OFFICIAL STATEMENT AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY THE BONDS IN ANY JURISDICTION TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION IN SUCH JURISDICTION. WHILE ALL INFORMATION HAS BEEN SECURED FROM SOURCES WHICH ARE BELIEVED TO BE RELIABLE, ALL PARTIES PREPARING AND DISTRIBUTING THE OFFICIAL STATEMENT MAKE NO GUARANTEE OR WARRANTY RELATING THERETO. ALL OPINIONS, INSTRUMENTS OR ASSUMPTIONS, WHETHER OR NOT EXPRESSLY IDENTIFIED, ARE INTENDED AS SUCH AND NOT AS REPRESENTATIONS OF FACT. NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY SINCE THE DATE HEREOF.

THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFERING OF ANY SECURITY OTHER THAN THE ORIGINAL OFFERING OF THE BONDS IDENTIFIED ON THE COVER HEREOF.

UPON ISSUANCE, THE BONDS WILL NOT BE REGISTERED BY THE CITY UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW, AND WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER FEDERAL, STATE OR OTHER GOVERNMENTAL ENTITY OR AGENCY, OTHER THAN THE CITY (TO THE EXTENT DESCRIBED HEREIN), WILL HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT OR APPROVED THE BONDS FOR SALE.

THIS OFFICIAL STATEMENT IS NOT TO BE CONSTRUED AS A CONTRACT OR AGREEMENT BETWEEN THE CITY AND THE PURCHASERS OR HOLDERS OF THE BONDS. ALL ESTIMATES AND ASSUMPTIONS CONTAINED HEREIN ARE BELIEVED TO BE REASONABLE, BUT NO REPRESENTATION IS MADE THAT SUCH ESTIMATES OR ASSUMPTIONS ARE CORRECT OR WILL BE REALIZED.

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CITY OF HATTIESBURG, MISSISSIPPI

JOHNNY L. DUPREE
MAYOR

CITY COUNCIL

KIM BRADLEY
DEBORAH DENARD DELGADO
CARTER CARROLL
MARY DRYDEN
HENRY E. NAYLOR

SHARON WAITS
INTERIM CITY CLERK

AMOS LAW OFFICES, PLLC
HATTIESBURG, MISSISSIPPI
CITY ATTORNEY

GOVERNMENT CONSULTANTS, INC.
JACKSON, MISSISSIPPI
FINANCIAL ADVISOR

BUTLER SNOW LLP
RIDGELAND, MISSISSIPPI
BOND COUNSEL

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OFFICIAL STATEMENT

\$ _____ *

CITY OF HATTIESBURG, MISSISSIPPI
TAXABLE TAX INCREMENT LIMITED OBLIGATION BONDS, SERIES 2016
(WHISPERING PINES RETIREMENT COMMUNITY PROJECT)

INTRODUCTORY STATEMENT

This Official Statement, including the cover page and APPENDICES A through F hereto, is furnished to prospective purchasers by the City of Hattiesburg, Mississippi (the "City"), in connection with the sale of the City's \$ _____* Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) (the "Bonds") to be dated as of the date of delivery thereof.

The Bonds will be issued for the purpose of providing funds necessary to (i) raise money for the purpose of paying the costs of constructing the Infrastructure Improvements (as hereinafter defined), (ii) funding the debt service reserve fund, if applicable, and (iii) paying costs of issuance for the Bonds. See "THE BONDS – The Infrastructure Improvements" herein.

The Bonds will be issued by the City under the authority of the Constitution and laws of the State of Mississippi (the "State"), including Sections 21-45-1 *et seq.* of the Mississippi Code of 1972, as amended and/or supplemented from time to time (the "Act"), and pursuant to certain resolutions of the Mayor and City Council, the governing body of the City (collectively, the "Resolutions"). **THE BONDS WILL CONSTITUTE LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE TAX INCREMENT, ALL AS HEREINAFTER DEFINED, AND FROM OTHER MONIES PLEDGED THEREFOR. NEITHER THE FAITH, CREDIT OR TAXING POWER OF THE CITY NOR THE FAITH, CREDIT, OR TAXING POWER OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS, INCLUDING FORREST COUNTY, MISSISSIPPI ("FORREST COUNTY") WITH RESPECT TO THE BONDS.** The pledge of ad valorem taxes to the payment of the principal of and interest on the Bonds will not include ad valorem taxation by the City and Forrest County for school district purposes.

The Bonds are further secured by the 2016 Bonds Reserve (see "THE BONDS – 2016 Bonds Reserve Fund" herein) and the Tax Increment Surplus Fund.

THE BONDS

General Description

The Bonds will be dated as of the date of delivery thereof, will bear interest at the respective rates shown on the inside of the cover page of this Official Statement, and will mature on _____ 1 in the respective principal amounts and years as shown on the inside of the cover page of this Official Statement.

* Preliminary, subject to change.

The principal of and interest on the Bonds shall be payable at the principal corporate trust office of _____, _____, _____ (the "Paying Agent"). Interest thereon will be payable on April 1 and October 1 of each year until maturity, commencing _____ 1, 20____, by check mailed by the Paying Agent to the then registered owners of the Bonds. The Bonds will be issued in fully registered form in the denomination of \$1,000 each or any integral multiple thereof not to exceed an annual maturity. The principal on the Bonds shall be payable only upon presentation and surrender of the Bonds at the principal corporate trust office of the Paying Agent. Interest on the Bonds shall be remitted by the Paying Agent to the then registered owners of the Bonds at their respective addresses as shown on the registration records of the Paying Agent pertaining to the Bonds.

So long as DTC or its nominee is the registered owner of the Bonds, payments of the principal or, redemption premium, if any, and interest on the Bonds will be made directly by the Paying Agent by wire transfer of funds to Cede & Co., as nominee for DTC. Disbursement of such payments to the DTC Participants will be the sole responsibility of DTC, and the ultimate disbursement of such payments to the Beneficial Owners of the Bonds will be the responsibility of the DTC Participants and the Indirect Participants. (See the heading "Book-Entry Only System" herein below.)

Authority for Issuance and Purpose

The Mayor and City Council (the "Governing Body"), acting for and on behalf of the City, being a public body corporate and politic and a municipality as defined in Title 21, Chapter 45, Section 3, Mississippi Code of 1972, as amended, is authorized and empowered by the Constitution and Statutes of the State, including the Act, to undertake and carry out redevelopment projects within an area determined by the Governing Body of the City to be in need of development and/or redevelopment and designated as appropriate for a redevelopment project, in accordance with redevelopment and tax increment financing plans adopted by the Governing Body of the City.

In order to facilitate the development of the City and as required by the Act, the Tax Increment Financing Redevelopment Plan of 1996 for the City of Hattiesburg, Mississippi, as may be amended from time to time (the "City Tax Increment Redevelopment Plan") has been adopted by the City, which City Tax Increment Redevelopment Plan constitutes a qualified plan under the Act. In order to facilitate the development of Forrest County and as required by the Act, the Tax Increment Financing Redevelopment Plan of 1996 for Forrest County, Mississippi, as may be amended from time to time (the "County Tax Increment Redevelopment Plan"), has been adopted by Forrest County, which County Tax Increment Redevelopment Plan constitutes a qualified plan under the Act.

In order to issue the Bonds pursuant to the City Tax Increment Redevelopment Plan and the Act, the City and Forrest County took the following actions:

- (a) The Governing Body of the City adopted a resolution declaring its intention to adopt the Tax Increment Financing Plan, Whispering Pines Retirement Community Project, Hattiesburg, Mississippi, 2012, on August 23, 2012 (the "City's Tax Increment

Financing Plan”), for the Developer’s Project and the Infrastructure Improvements (together, the “Redevelopment Project”), called for a public hearing to be held with respect to the City’s Tax Increment Financing Plan, and gave notice of such public hearing by publication of said resolution in a newspaper having general circulation in the City, all as required by the Act. The Governing Body approved and adopted the City’s Tax Increment Financing Plan on September 18, 2012, after conducting a public hearing as required by the Act.

- (b) Subsequently, the Governing Body of the City adopted a resolution to revise certain provisions of the City’s Tax Increment Financing Plan in its First Addendum to City of Hattiesburg, Mississippi Tax Increment Financing Plan (Whispering Pines Retirement Community Project) 2012, on March 18, 2013 (the “First Addendum to the City’s Tax Increment Financing Plan”), for the Redevelopment Project, after conducting a public hearing as required by the Act.
- (c) The Board of Supervisors of Forrest County adopted a resolution declaring its intention to adopt the Tax Increment Financing Plan, Whispering Pines Retirement Community Project, Forrest County, Mississippi, 2012, as may be amended from time to time, on August 23, 2012 (the “County’s Tax Increment Financing Plan”), for the Redevelopment Project, called for a public hearing to be held with respect to the County’s Tax Increment Financing Plan, and gave notice of such public hearing by publication of said resolution in a newspaper having general circulation in the County, all as required by the Act. The Board of Supervisors of Forrest County approved and adopted the County’s Tax Increment Financing Plan on September 6, 2012, after conducting a public hearing as required by the Act.
- (d) The Governing Body of the City and the Board of Supervisors of Forrest County being authorized and empowered by the Constitution and statutes of the State of Mississippi, including the Act, will enter into the Interlocal Agreement, as hereinafter defined, to provide for the pledge of tax revenues derived from their respective ad valorem tax levies on the Captured Assessed Value (as defined in the Bond Resolution) of the real and personal property of the City and Forrest County comprising the Redevelopment Project to secure and provide for the payment of the principal of an interest on the Bonds, funding a 2016 Bonds Reserve Fund and paying certain fees and expenses of the Paying Agent all as set forth in the Bond Resolution. The Governing Body and the Board of Supervisors of the City and Forrest County, respectively, on February 2, 2016, and February 1, 2016, respectively, approved and adopted the Interlocal Agreement, by and between the City and Forrest County. The Interlocal Agreement provides that Forrest County will pledge, divert and pay to the City that portion of the Tax Increment (as defined in the Bond Resolution) collected by Forrest County sufficient to pay their portion of the debt service on the Bonds.

Additional Bonds

The Governing Body of the City may authorize the issuance of additional bonds payable from the Tax Increment (the “Additional Bonds”) pursuant to one or more resolutions of the Governing Body (the “Supplemental Resolution”) under the provisions of the Bond Resolution for purposes authorized under the Act; provided, however, the City shall obtain a certificate signed by the Forrest County Tax Assessor certifying to the amount of the Tax Increment for the calendar year preceding the issuance of such Additional Bonds and such Tax Increment, shall be

sufficient to provide *at least 1.20 to 1 debt service coverage of the combined* annual debt service on the Bonds and such Additional Bonds. Such Additional Bonds shall comply with the terms and provisions of the Bond Resolution and shall be on parity with the Bonds with respect to the Tax Increment.

The Infrastructure Improvements

A portion of the proceeds of the Bonds will finance certain infrastructure improvements, which may include, but are not necessarily limited to, installation of utilities such as water, sanitary sewer and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curbs and gutters parking, sidewalks; installation of traffic signalization and signage; grading; lighting and landscaping of rights-of-way; purchase of rights-of-way and other property necessary for the installation of the infrastructure and other improvements described hereinabove; capitalized interest; and other related expenses such as engineering; all expenses in connection with the authorization, sale, and issuance of bonds, or indebtedness; TIF plan preparation fees and other incidental related costs; and related professional fees. Certain of the Infrastructure Improvements will be dedicated to the City and available to the general public on a continuous basis and made available to the City for such purposes.

The Redevelopment Project

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

The Developer's Project is currently at ___% occupancy (see "APPENDIX A - REDEVELOPMENT PROJECT SITE MAP" herein). The owner of the Developer's Project is Whispering Pines Retirement Community, LLC, a Mississippi limited liability company.

Security

For the purpose of effecting and providing for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue, fund any shortfall in the 2016 Bonds Reserve Fund and paying the fees and expenses of the Paying Agent pursuant to the Bond Resolution, there have been irrevocably pledged the avails of the Tax Increment (as hereinafter defined), and the amounts held on behalf of the City in the funds and accounts established in the Bond Resolution described as follows: (i) City of Hattiesburg, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) 2016 Construction Fund (the "2016 Construction Fund"), which fund is being utilized

to acquire the Infrastructure Improvements of the Redevelopment Project, (ii) 2016 Bonds Reserve Fund, (iii) Tax Increment Surplus Fund, as hereinafter defined, and (iv) City of Hattiesburg, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) 2016 Bond Fund (the "2016 Bond Fund"). Should there be a failure in any year to comply with the requirements of the Bond Resolution, such failure shall not impair the right of the Registered Owners of any of the Bonds in subsequent years to receive payments of principal of and interest on the Bonds from avails of the Tax Increment, or amounts in the funds and accounts pledged pursuant to the Bond Resolution.

The City Assessment Certificate, the form of which is attached hereto as "APPENDIX C – FORM OF CITY ASSESSMENT CERTIFICATE," will set forth the estimated amount of ad valorem tax revenue available for payment of the principal of and interest on the Bonds, funding any shortfall in the 2016 Bonds Reserve Fund and the paying fees and expenses of the Paying Agent, based upon current City millage rates. This estimated added increment of the City and County ad valorem tax shall represent the Tax Increment projected to be available for payment of the principal and interest on the Bonds along with the fees and expenses of the Paying Agent and funding any shortfall in the 2016 Bonds Reserve Fund. See "THE BONDS – Projected Debt Service Coverage" for the Bonds below.

At the present time it is unknown what other commercial development will occur within the boundaries of the Redevelopment Project. However, all added increments of City and County ad valorem taxation on future real and personal property development within the Redevelopment Project collected by Forrest County and remitted to the City within the Redevelopment Project are pledged to the payment of the principal and interest on the Bonds, funding any shortfall in the 2016 Bonds Reserve Fund and paying the fees and expenses of the Paying Agent.

At such time as the amount of the Tax Increment is determined and the annual principal and interest payments for the Bonds, funding of any shortfall in the 2016 Bonds Reserve Fund and the fees and expenses of the Paying Agent have been deducted from the Tax Increment and set aside for such payments, any Tax Increment Surplus is to be deposited to the Tax Increment Surplus Fund.

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

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

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

“Original Assessed Value” shall mean the assessed value of the real and personal property located within the District Property, as of September, 2012 (\$902) as certified by the Forrest County Tax Assessor and/or the Clerk of the City and as defined in Section 21-45-21 of the Act.

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

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

“Tax Increment Surplus Fund” shall mean the City of Hattiesburg, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) Tax Increment Surplus Fund provided for in the Bond Resolution.

2016 Bonds Reserve Fund

The City has established the 2016 Bonds Reserve Fund for the Bonds with the Paying Agent.. The City shall deposit into the 2016 Bonds Reserve Fund funds as follows: (i) a portion of the proceeds of the Bonds designated on the date of delivery of the Bonds; and (ii) funds identified as the Tax Increment Surplus to meet any deficiency in the 2016 Debt Service Reserve Requirement, as hereinafter defined. On or before five days prior to each Interest Payment Date for the Bonds, the City shall transfer or cause to be transferred monies to the 2016 Bond Fund to the extent there is insufficient funds deposited therein to make the debt service payment for the Bonds on the next Interest Payment Date for the Bonds. “2016 Debt Service Reserve Requirement” shall mean fifty percent (50%) of the lesser of the following: (i) ten percent (10%) of the stated principal amount of the Bonds; (ii) the maximum annual principal and interest requirement for the Bonds, (iii) one hundred twenty-five percent (125%) of the average annual principal and interest payments on the Bonds, or (iv) such amount requested by the Underwriter for the Bonds, or if such issue of Bonds has more than a de minimis amount (as defined in

Section 1.148-1(b) of the Treasury Regulations) of original issue discount or premium, ten percent (10%) of the issue price (as defined in Section 1.148-1(b) of the Treasury Regulations). The 2016 Debt Service Reserve Requirement is projected to be \$_____.

Tax Increment Surplus Fund

The City shall deposit into the Tax Increment Surplus Fund, held by the Paying Agent, all funds identified as the Tax Increment Surplus to the extent said funds are not required to meet any deficiency in (i) Tax Increment necessary to make payments on the Bonds on any Interest Payment Date and (ii) in the 2016 Debt Service Reserve Requirement. On or before five days prior to each Interest Payment Date for the Bonds, the City shall transfer or cause to be transferred monies to the 2016 Bond Fund to the extent there are insufficient funds deposited therein pursuant to Section 14 to make the debt service payment for the Bonds on the next Interest Payment Date for the Bonds. Upon the final maturity of the Bonds and provided amounts on deposit in the Tax Increment Surplus Fund are not necessary to make the debt service payment for the Bonds on the next Interest Payment Date for the Bonds, the City shall pay or cause to be paid only from available monies on deposit in the Tax Increment Surplus Fund the an amount that shall not exceed the Approved Eligible Costs determined in accordance with the Development Agreement to the Developer. If the Approved Eligible Costs exceeds the amount available in the Tax Increment Surplus Fund, the City shall only pay to the Developer the amount in the Tax Increment Surplus Fund and shall not owe the Developer any further amounts.

Projected Debt Service Coverage*

The Tax Increment anticipated to be generated from the Redevelopment Project are expected to be sufficient to support the debt service on the Bonds (see "APPENDIX B - PROCEDURES FOR REAL AND PERSONAL PROPERTY ASSESSMENTS AND TAX LEVIES" and "APPENDIX E - HISTORICAL AD VALOREM TAX COLLECTIONS AND ASSESSED VALUATIONS FOR THE DISTRICT PROPERTY" herein). Using the Tax Increment, estimates for calendar year 2016 for the Redevelopment Project, the City has projected a debt service coverage ratio of approximately ____% calculated as follows:

Added increment of City and County	\$145,101
ad valorem revenues estimated to be generated from the Redevelopment Project ⁽¹⁾ :	
Total Available	\$145,101
Less highest annual debt service on the Bonds:	
Excess Tax Increment:	
2016 Debt Service Coverage Ratio:	

⁽¹⁾ The City's estimated ad valorem increment revenues generated from the Redevelopment Project are \$_____. Forrest County's estimated ad valorem increment revenues generated from the Redevelopment Project are \$_____.

* Preliminary, subject to change.

Section 1.148-1(b) of the Treasury Regulations) of original issue discount or premium, ten percent (10%) of the issue price (as defined in Section 1.148-1(b) of the Treasury Regulations). The 2016 Debt Service Reserve Requirement is projected to be \$_____.

Tax Increment Surplus Fund

The City shall deposit into the Tax Increment Surplus Fund, held by the Paying Agent, all funds identified as the Tax Increment Surplus to the extent said funds are not required to meet any deficiency in (i) Tax Increment necessary to make payments on the Bonds on any Interest Payment Date and (ii) in the 2016 Debt Service Reserve Requirement. On or before five days prior to each Interest Payment Date for the Bonds, the City shall transfer or cause to be transferred monies to the 2016 Bond Fund to the extent there are insufficient funds deposited therein pursuant to Section 14 to make the debt service payment for the Bonds on the next Interest Payment Date for the Bonds. Upon the final maturity of the Bonds and provided amounts on deposit in the Tax Increment Surplus Fund are not necessary to make the debt service payment for the Bonds on the next Interest Payment Date for the Bonds, the City shall pay or cause to be paid only from available monies on deposit in the Tax Increment Surplus Fund the an amount that shall not exceed the Approved Eligible Costs determined in accordance with the Development Agreement to the Developer. If the Approved Eligible Costs exceeds the amount available in the Tax Increment Surplus Fund, the City shall only pay to the Developer the amount in the Tax Increment Surplus Fund and shall not owe the Developer any further amounts.

Projected Debt Service Coverage*

The Tax Increment anticipated to be generated from the Redevelopment Project are expected to be sufficient to support the debt service on the Bonds (see "APPENDIX B - PROCEDURES FOR REAL AND PERSONAL PROPERTY ASSESSMENTS AND TAX LEVIES" and "APPENDIX E - HISTORICAL AD VALOREM TAX COLLECTIONS AND ASSESSED VALUATIONS FOR THE DISTRICT PROPERTY" herein). Using the Tax Increment, estimates for calendar year 2016 for the Redevelopment Project, the City has projected a debt service coverage ratio of approximately ____% calculated as follows:

Added increment of City and County ad valorem revenues estimated to be generated from the Redevelopment Project ⁽¹⁾ :	\$145,101
Total Available	\$145,101
Less highest annual debt service on the Bonds:	
Excess Tax Increment:	
2016 Debt Service Coverage Ratio:	

⁽¹⁾ The City's estimated ad valorem increment revenues generated from the Redevelopment Project are \$_____. Forrest County's estimated ad valorem increment revenues generated from the Redevelopment Project are \$_____.

* Preliminary, subject to change.

ased on the following assumptions and information:

Added Increment of City and County Ad Valorem Revenues (2016 Estimate)

The construction of the Redevelopment Project will generate additional ad valorem tax revenues for the City, Forrest County, and the City school districts. The following are estimates of new ad valorem tax revenues expected to be generated by the Redevelopment Project. Estimates for real property taxes are based on assumed true values of \$_____ for the land and building, and estimates for personal property taxes are based upon an estimated true value of \$_____ for the furniture, fixtures, and inventory.

Real and Personal Property Taxes

Entity	Millage Rates	After the Project
City		
Real/Personal Property	49.52	\$ _____ ¹
Forrest County		
Real/Personal Property	63.17	\$ _____ ²
School District		
Real/Personal Property	64.89	\$ _____
TOTAL		\$ _____

Note: Assumes constant values and millage rates.

- (1) Excludes added increments of City ad valorem tax revenue for the Library of Hattiesburg, Petal and Forrest County and the Municipal Police and Fireman Municipal Retirement System.
- (2) Excludes added increments of County ad valorem tax revenue for the Library of Hattiesburg, Petal and Forrest County.

City Assessment Certificate

The City Clerk will deliver at closing and annually thereafter a certificate for and on behalf of the City in the form set forth in "APPENDIX C- FORM OF CITY ASSESSMENT CERTIFICATE" hereto, under which the Forrest County Tax Assessor and the City Clerk, as applicable, will certify to the Original Assessed Value, Current Assessed Value, Captured Assessed Value and the Tax Increment with respect to the incremental increase in assessed value and increased City ad valorem taxes, respectively, generated by levying ad valorem taxes on the real and personal property of Forrest County and the City that constitutes a part of the Redevelopment Project. See "APPENDIX C – CITY ASSESSMENT CERTIFICATE" attached hereto for details.

Redemption/Notice

Optional Redemption

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

Notice

Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners of the Bonds thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of the Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

Registration and Payment of the Bonds

The Bonds as initially issued will be dated the date of delivery thereof. Principal on the Bonds will be payable on _____ 1 of each year, beginning _____ 1, 20__, by check or draft mailed to the registered owner as shown on the registration records kept by the Paying Agent, acting as Bond Registrar at the main corporate trust office of the Paying Agent (the "Bond Registrar") on the fifteenth (15th) day (whether or not a business day) of the calendar month preceding such _____ 1. The Bonds will mature on the dates and in the amounts, and will bear interest to maturity at the rates, set forth on the inside of the front cover page. The principal of the Bonds is payable when due to the registered owner upon presentation of the Bonds at the principal corporate trust office of the Paying Agent. For so long as a book-entry only system is used for determining beneficial ownership of the Bonds, such interest shall be payable to DTC or its nominee. Disbursement of such payments to the DTC Participants is the responsibility of DTC and disbursement of such payments to the beneficial owners of the Bonds is the responsibility of the DTC Participants or the Indirect Participants (see, "Book-Entry Only System," herein).

Book-Entry Only System

The Bonds will be available only in book-entry form in the principal amount of \$1,000 or any integral multiple thereof. DTC will act as the initial securities depository for the Bonds. The ownership of one fully registered Bond for each maturity, in the aggregate principal amount

of such maturity, will be registered in the name of Cede & Co., as nominee of DTC.

DTC is a limited purpose trust company organized under the laws of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC was created to hold securities of its participants (the "DTC Participants") and to facilitate the clearance and settlement of securities transactions among DTC Participants in such securities through electronic book-entry changes in accounts of the DTC Participants, thereby eliminating the need for physical movement of security certificates. DTC Participants include securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations, some of whom (and/or their representatives) own DTC. Access to the DTC system is also available to others, such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with DTC Participant, either directly or indirectly (the "Indirect Participants").

Purchases of the Bonds under the book-entry only system may be made only through brokers and dealers who are, or act through, DTC Participants. Each DTC Participant will receive a credit balance in the records of DTC in the amount of such DTC Participant's ownership interest in the Bonds. The ownership interest of each actual purchaser of a Bond (a "Beneficial Owner") will be recorded through the records of the DTC Participant or the Indirect Participant. Beneficial owners are to receive a written confirmation of their purchase providing certain details of the Bonds acquired. Transfers of ownership of Bonds will be accomplished only by book entries made by DTC and, in turn, by DTC Participants or Indirect Participants who act on behalf of the beneficial owners. Beneficial owners of the Bonds will not receive nor have the right to receive physical delivery of Bonds, and will not be or be considered to be Holders thereof under the resolution adopted by the Mayor and City Council of the City on _____, 2016 (the "Bond Resolution"), except as specifically provided in the Bond Resolution in the event the book-entry system is discontinued.

SO LONG AS CEDE & CO., AS NOMINEE OF DTC, IS THE REGISTERED OWNER OF THE BONDS, REFERENCES HEREIN TO THE HOLDERS OR REGISTERED OWNERS OF THE BONDS SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS.

The City and the Paying Agent may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purpose of payment of the principal of or interest or premium, if any, on the Bonds, selecting Bonds and portions thereof to be redeemed, giving any notice permitted or required to be given to holders of the Bond under the Bond Resolution, including any notice of redemption, registering the transfer of Bonds, obtaining any consent or other action to be taken by holders of the Bonds and for all other purposes whatsoever, and shall not be affected by any notice to the contrary. The City and the Paying Agent shall not have any responsibility or obligation to any DTC Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any DTC Participant, or any other person which is not shown on the registration books of the City (kept by the Paying Agent) as being a Bondholder, with respect to: the accuracy of any records maintained by DTC or any DTC Participant or Indirect Participant regarding ownership interests

in the Bonds; the payment by DTC or any DTC Participant or Indirect Participant of any amount in respect of the principal of or interest or premium, if any, on the Bonds; the delivery to any DTC Participant or Indirect Participant or any Beneficial Owner of any notice which is permitted or required to be given to Bondholders under the Bond Resolution, including any notice of redemption; the selection by DTC, any DTC Participant or any Indirect Participant of any person to receive payment in the event of a partial redemption of the Bonds; or any consent given or other action taken by DTC as a Bondholder.

Neither DTC nor its nominee, Cede & Co., provide consents with respect to any security. Under its usual procedures, DTC mails an omnibus proxy to the issuer of the securities for which it is acting as securities depository as soon as possible after the establishment of a "record date" by the issuer for purposes of soliciting consents from the holders of such securities. The omnibus proxy assigns Cede & Co.'s voting rights to those DTC Participants having such securities credited to their accounts on such record date.

Principal or redemption price of, and interest on, the Bonds will be paid to DTC or its nominee, Cede & Co., as registered owner of the Bonds. Disbursement of such payments to the DTC Participants is the responsibility of DTC and disbursement of such payments to the beneficial owners of the Bonds is the responsibility of the DTC Participants or the Indirect Participants. Upon receipt of any such payments, DTC's current practice is to immediately credit the accounts of the DTC Participants in accordance with their respective holdings shown on the records of DTC. Payments by DTC Participants and Indirect Participants to beneficial owners of the Bonds will be governed by standing instructions and customary practices, as is now the case with municipal securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such DTC Participant or Indirect Participant and not of DTC or the Paying Agent, subject to any statutory and regulatory requirements then in effect.

As long as the book-entry only system is used for the Bonds, any notice of redemption or any other notices required to be given to Bondholders will be given only to DTC. Any failure of DTC to advise any DTC Participant, or of any DTC Participant to notify any Indirect Participant, or of any DTC Participant or Indirect Participant to notify any Beneficial Owner, of any such notice and its content or effect will not affect the validity of the redemption of the Bonds called for redemption or of any other action premised on such notice. Conveyance of notices and other communications by DTC to DTC Participants, by DTC Participants to Indirect Participants and by DTC Participants and Indirect Participants to beneficial owners will be governed by arrangements among them, subject to any statutory and regulatory requirements as may be in effect from time to time. Beneficial owners may desire to make arrangements with a DTC Participant or Indirect Participant so that all notices of redemption or other communications to DTC which affect such beneficial owners will be forwarded in writing by such DTC Participant or Indirect Participant.

NEITHER THE CITY NOR THE PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO SUCH DTC PARTICIPANTS, OR THE PERSONS FOR WHOM THEY ACT AS NOMINEES WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS, OR THE BENEFICIAL OWNERS OF THE BONDS.

For every transfer and exchange of a beneficial ownership interest in the Bonds, a Beneficial Owner may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

Discontinuation of the Book-Entry Only System

DTC may determine to discontinue providing its service with respect to the Bonds at any time by giving reasonable notice to the City or the Paying Agent. In addition, if the City determines that (a) DTC is unable to discharge its responsibilities with respect to the Bonds or (b) continuation of the system of book-entry only transfers through DTC is not in the best interests of the beneficial owners of the Bonds or of the City, the City may thereupon terminate the services of DTC with respect to the Bonds. If for any such reason the system of book-entry only transfers through DTC is discontinued, Bond certificates will be delivered as described in the Bond Resolution in fully registered form in the principal amount of \$1,000 or any integral multiple thereof in the names of beneficial owners or DTC Participants; provided, however, that in the case of any such discontinuance the City may within 90 days thereafter appoint a substitute securities depository which, in the City's opinion, is willing and able to undertake the functions of DTC upon reasonable and customary terms.

In the event the book-entry system is discontinued, the persons to whom Bond certificates are delivered will be treated as "Bondholders" for all purposes of the Bond Resolution, including giving the City any notice, consent, request or demand pursuant to the Bond Resolution for any purpose whatsoever. In such event, the Bonds will be transferable to such Bondholders, interest on the Bonds will be payable by check or draft of the Paying Agent mailed to such Bondholders, and the principal and redemption price of all Bonds will be payable at the principal corporate trust office of the Paying Agent as described under the heading "THE BONDS - Registration, Transfer and Exchange" herein.

Portions of the foregoing concerning DTC and DTC's book-entry system are based on information furnished by DTC to the City. No representation is made herein by the City or the Underwriter as to the accuracy or completeness of such information.

Denomination and Transfer

The Bonds are to be fixed-rate bonds in fully registered form in the denomination of \$1,000 or any integral multiple thereof. Ownership of any Bond is transferable upon surrender thereof to the Bond Registrar, together with an assignment duly executed by the registered owner or his attorney or legal representative, in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer of ownership, the Bond Registrar shall cause to be authenticated and delivered a new Bond or Bonds registered in the name or names of the transferee(s) in any denomination that is a multiple of \$1,000 in the same aggregate principal amount, maturity and interest rate as the Bonds surrendered for such transfer. The Bonds may be exchanged by the Bond Registrar for a like principal amount of Bonds of the same maturity of other authorized denominations. For every exchange or registration or transfer of Bonds, the Bond Registrar may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge may be made to the owner for any exchange or registration or transfer of the Bond.

Use of Proceeds

The City expects that the total sources and uses of the proceeds from the sale of the Bonds will be as follows:

SOURCES:

Principal amount of the Bonds	\$ _____
Less net original issue discount	(_____)
TOTAL	\$ _____

USES:

Deposit to Developer's Project Account of the 2016 Construction Fund	\$ _____
Deposit to Cost of Issuance Account of the 2016 Construction Fund	\$ _____
Deposit to 2016 Bonds Reserve Fund	\$ _____
Less Underwriter's Discount	(_____)
TOTAL	\$ _____

Financial Advisor

The City has retained the firm of Government Consultants, Inc., Jackson, Mississippi, as municipal registered independent advisor (the "Financial Advisor") to the City in connection with the issuance of the Bonds. In such capacity the Financial Advisor has provided recommendation and other financial guidance to the City with respect to the preparation of documents, the preparation for the sale of the Bonds and of the time of the sale, taxable bond market conditions and other factors related to the sale of said Bonds.

Although the Financial Advisor performed an active role in drafting of the Official Statement, it has not independently verified any of the information set forth herein. The information contained in this Official Statement has been obtained primarily from municipal records and from other sources which are believed to be reliable, including financial records of the City and other entities which may be subject to interpretation. No guarantee is made as to the accuracy or completeness of any information obtained from sources other than the City. Any summaries or excerpts of statutes, ordinances, resolutions or other documents do not purport to be complete statements of same and reference is made to such original sources in all respects.

RISKS TO THE OWNERS OF THE BONDS

General

The Bonds will be payable solely from the Tax Increment, and the amounts held on behalf of the City in the funds and accounts established in the Bond Resolution, including the 2016 Bonds Reserve Fund. The ability of the City to pay principal of, redemption premium, if any, and interest on the Bonds depends primarily upon the receipt by the City of the Tax

Increment in an amount sufficient to pay the debt service on the Bonds and any deficiency in the 2016 Bonds Reserve Fund. While the City anticipates receiving sufficient Tax Increments to pay the debt service on the Bonds and any deficiency in the 2016 Bonds Reserve Fund, there can be no representation or assurance that the City will realize sufficient Tax Increments from the Redevelopment Project to meet financial projections. Except for the 2016 Bonds Reserve Fund, there is not fund which is required to contain amounts to make up for any deficiencies in the Tax Increment.

Tax Matters

Although the Bonds are issued by the City, interest on the Bonds is not excludable from gross income for federal income tax purposes under the Code. **Interest on the Bonds will be fully subject to federal income taxation; thus the Registered Owner of the Bonds generally must include interest on the Bonds in gross income for federal income tax purposes.**

Under existing law, Bond Counsel is of the opinion that, interest on the Bonds is exempt from all present taxes imposed by the State of Mississippi and any county, municipality or other political subdivision of the State of Mississippi.

Remedies; Bankruptcy

The City is a "Municipality" as that term is defined in Title 11 of the United States Code (the "Bankruptcy Code").³ Section 109(c) of the Bankruptcy Code prescribes the conditions and circumstances under which a Municipality may file a petition for relief under the Bankruptcy Code. As a debtor, a Municipality may *only* file for relief pursuant to Chapter 9 of the Bankruptcy Code ("Chapter 9"). Pursuant to Section 303(a) of the Bankruptcy Code, no creditor or judgment holder of a Municipality may file a Chapter 9 petition on behalf of a Municipality.

Pursuant to Section 109(c)(2) of the Bankruptcy Code, before a municipality may file a petition under Chapter 9 of the Bankruptcy Code, a municipality must be specifically authorized by (a) state law or (b) a governmental officer or organization empowered to authorize such a filing. Accordingly, before a Municipality in the State may file for Chapter 9 protection, it must have specific authority granted to it. Currently, there is no State statute that prescribes, authorizes or otherwise contains authorization for any Municipality to file for Chapter 9 protection, or delegates such authority to a governmental officer or organization. As such, in order for a State Municipality, including the County, to file for Chapter 9 relief, the Municipality must obtain specific authority from the State Legislature.

The State Legislature is comprised of the Senate and the House of Representatives. The Senate is composed of 52 members, and the House of Representatives consists of 122 members. Each member of each chamber is elected to a four-year term. In the State, the Legislature convenes annually on the first Tuesday after the first Monday each January. Regular sessions of the State Legislature last 90 days in all years of an administration except for the first session after a new governor has been elected, when a 125-day session is held.

In order to obtain specific authority from the State Legislature to file for relief pursuant to

³ Section 101(40) of the Bankruptcy Code provides that "[t]he term 'municipality' means political subdivision or public agency or instrumentality of a State." 11 U.S.C. § 101(40).

Chapter 9, a Municipality would have to request both houses during the annual session of the State Legislature to approve a bill authorizing the Municipality to file for relief pursuant to Chapter 9 and such bill would have to be signed into law by the Governor of the State. There is no appeal process or any other proceeding under current State law that the Municipality may pursue if such requested specific authority is not granted by the State Legislature.

Completion of Infrastructure Improvements

As they relate to the Bonds, Phase I and Phase III of the Infrastructure Improvements relating to the Developer's Project have been completed.

UNDERWRITING

The Bonds are being purchased for reoffering by the Underwriter at a purchase price of \$_____, which purchase price is equal to the aggregate principal amount of the Bonds of \$_____, plus/less a net original issued premium/discount of \$_____, less an Underwriter's discount of \$_____. The obligation of the Underwriter to accept delivery of the Bonds is subject to various conditions stated in the bond purchase agreement for the Bonds.

The Underwriter may offer and sell the Bonds to other dealers and other purchasers at prices lower than the public offering prices stated on the inside of the cover page hereof for the Bonds. The initial public offering prices for the Bonds may be changed from time to time by the Underwriter.

MISCELLANEOUS AND LEGAL INFORMATION

No Default on Securities of City

No securities of the City have been in default as to principal or interest payments or in any other material respects at any time in the last 25 years. No principal or interest on any obligations of the City is past due.

Bond Proceeds for Current Operating Expenses

No proceeds from the sale of securities (except tax anticipation notes issued against revenues of a current fiscal year) have been used for current operating expenses at any time in at least the last 10 years.

Pension Plan

The City has no pension plan or retirement plan for employees. The City employees are members of and contribute to the Mississippi Public Employees' Retirement System ("PERS"), a cost-sharing, multiple-employer, defined benefit pension plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. The PERS Board of Trustees authority to determine contribution rates is established Section 25-11-1 *et seq.* of the Mississippi Code of 1972 and may be amended only by the State Legislature.

The Governmental Accounting Standards Board ("**GASB**") approved two (2) new standards on June 25, 2012, that will substantially improve the accounting and financial reporting of public employee pensions by state and local governments, including the State. Statement No. 67, Financial Reporting for Pension Plans, revises existing guidance for the financial reports of most pension plans. Statement No. 68, Accounting and Financial Reporting for Pensions as amended by Statement No. 71, revises and establishes new financial reporting requirements for most governments that provide their employees with pension benefits.

The Provisions in Statement 67 are effective for financial statements for period beginning after June 15, 2013. The provisions in Statement 68 and Statement 71 are effective for fiscal years beginning after June 15, 2014. PERS is compliant with Statement 67 and is making plans to fully comply with Statements 68 and 71.

The PERS employer contribution rate was 9.75 percent in fiscal year 2005 with an increase in fiscal year 2006 to 10.75 percent. Beginning in fiscal year 2007, the employer contribution rate increased from 10.75 percent in .55 percent increments until the target rate of 11.85% was met in fiscal year 2008. Use of the phased-in employer contribution rate increase resulted in an annual contribution deficit for fiscal year 2007. The purposes of the phased-in approach was to moderate the impact to the State of a contribution rate increase. A slight increase in the employer contribution rate was implemented in fiscal year 2010, from 11.85 percent to 12.0 percent. In fiscal year 2010, the actuary's recommended employer contribution rate was to increase from 12.0 percent to a projected 13.56 percent for fiscal year 2011. In lieu of the employer contribution rate increase, the member contribution rate was increased from 7.25 to 9.0 percent for fiscal year 2011, which produced a decrease in employer normal cost. The reduction in normal cost, coupled with favorable investment experience, resulted in a revised recommended employer contribution rate decreased from 13.56 percent to 12.93 percent, which became effective January 1, 2012. The employer contribution rate increased in fiscal year 2013 to 14.26 percent and in fiscal year 2014, the Board implemented a revised funding policy aimed at stabilizing the employer contribution rate, which was set at 15.75 percent, and established a goal for the Plan to be 80.0 percent funded by 2042. At June 30, 2015, PERS employers' total pension liability was \$40.4 billion. The plan fiduciary net position was \$24.9 billion resulting in a net pension liability of \$15.5 billion. The plan fiduciary net position as a percentage of the total pension liability was 61.7 percent using measurements established by GASB Statement No. 67, Financial Reporting for Pension Plans. PERS latest publicly available financial report for 2015 is available on the PERS website located at www.pers.ms.gov/content/CAFR/CAFR2015.

At September 30, 2013, PERS members were required to contribute 9% of their annual covered salary, and the City is required to contribute at an actuarially determined rate. The rate at September 30, 2013 was 15.75% of annual covered payroll. The City's contributions (employer share only) to PERS for the years ending September 30, 20__, 20__ and 20__, were \$__, \$__ and \$__, respectively, equal to the required contributions for each year. (This information will be in the latest audited financials of the issuer).

Reappraisal of Property and Limitation on Ad Valorem Levies

Senate Bill No. 2672, General Laws of Mississippi, Regular Session 1980, codified in

part as Sections 27-35-49 and 27-35-50, Mississippi Code of 1972 (the "Reappraisal Act"), provides that all real and personal property in the State shall be appraised at true value and assessed in proportion to true value. To insure that property taxes do not increase dramatically as the counties complete reappraisals, the Reappraisal Act provides for the limit on increase in tax revenues discussed below.

The statute limits ad valorem tax levies by the City subsequent to October 1, 1980, to a rate which will result in an increase in total receipts of not greater than ten percent (10%) over the previous year's receipts, excluding revenue from ad valorem taxes on any newly constructed properties, any existing properties added to the tax rolls or any properties previously exempt which were not assessed in the next preceding year. This limitation does not apply to levies for the payment of principal of and the interest on general obligation bonds issued by the City or to certain other specified levies. This limitation may be increased only if the proposed increase is approved by a majority of those voting in an election held on such question.

On August 20, 1980, the Mississippi Supreme Court rendered its decision in State Tax Commission v. Fondren, 387 So.2d 712, affirming the decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, wherein the Mississippi Department of Revenue (formerly the State Tax Commission) was enjoined from accepting and approving assessment rolls from any county in the State for the tax year 1983 unless the Mississippi Department of Revenue equalized the assessment rolls of all of the counties. Due to the intervening passage of the Reappraisal Act, the Supreme Court reversed that part of the lower court's decree ordering the assessment of property at true value (although it must still be appraised at true value), holding instead that assessed value may be expressed as a percentage of true value. Pursuant to the Supreme Court modification of the Chancellor's decree, on November 15, 1980, the Mississippi Department of Revenue filed a master plan to assist counties in determining true value. On February 7, 1983, the Chancery Court granted an extension until July 1, 1984, of its previous deadline past which the Mississippi Department of Revenue could not accept and approve tax rolls from counties which had not yet reappraised. The City has completed reappraisal.

Legal Proceedings

There are no pending legal proceedings which might be expected to affect the City's ability to perform its obligations to the holders of the Bonds being offered for sale.

Ratings

No application for a rating for the Bonds from a nationally recognized rating agency has been made and none is expected to be made.

Validation

Prior to issuance, the Bonds will be validated before the Chancery Court of Forrest County as provided by Sections 31-13-1 through 31-13-11, Mississippi Code of 1972, as amended.

Approval of Legal Proceedings

All legal matters in connection with the authorization and issuance of the Bonds are subject to the unqualified approving opinion of Butler Snow LLP, the form of such opinion being attached hereto as "APPENDIX E - FORM OF OPINION OF BOND COUNSEL." No representation is made to the holders of the Bonds that such Bond Counsel has verified the accuracy, completeness or fairness of the statements in the Official Statement, and Bond Counsel assumes no responsibility to the holders of the Bonds, except for the matters set forth in such opinion.

Continuing Disclosure

The City has covenanted for the benefit of the owners of the Bonds to provide certain financial information and operating data relating to the Bonds within twelve months after the end of each fiscal year of the City ending in or after September 30, 20__ (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events, in certain cases if deemed material under federal laws. The Annual Report and notices of material events will be filed by the City with (a) the Municipal Securities Rulemaking Board (the "MSRB") through MSRB's Electronic Municipal Market Assess system at <http://emma.msrb.org> ("EMMA") in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") pursuant to SEC Rule 15c2-12(b)(5) (the "Rule"), and with (b) any public or private repository or entity designated by the State as a State repository, if any, for the purposes of the Rule. This information will be made available free to securities brokers and the general public through EMMA. For the procedures for all filings and notices due to the MSRB, instructions will be provided on the following website for MSRB: <http://emma.msrb.org>. The specific nature of the information to be contained in the Annual Report or the notices of material events is summarized in APPENDIX D to this Official Statement. These covenants have been made in order to assist the Underwriter in complying with the Rule. *Investors should note that if the Bonds are issued in an amount less than \$1,000,000, then the Bonds will be exempt from the Rule and no continuing disclosure undertaking will be entered into with respect to the Bonds.*

There have been instances in each of the past five years that the City has failed to file certain annual financial information and operating data as required by its prior continuing disclosure undertakings. On November 17, 2014, March 29, 2015 and September 30, 2015, the City did file certain information required under its continuing disclosure undertakings, including notice of failure to file certain information required under its continuing disclosure undertakings for its prior debt subject to the Rule. The City also filed on April 14, 2015, a material events notice regarding changes in the bond ratings affecting the City's outstanding debt subject to the Rule as it related to the downgrade of certain municipal bond insurance companies. Said failure to file and material event notices can be found on EMMA.

The City's previous continuing disclosure undertaking requirements regarding the filing of updated financial information and operating data, including the audited financial information, or unaudited financial information, if applicable, and budgets by March 31 following the end of its September 30 fiscal year, is more restrictive than the annual filing requirements under the Rule. The City has revised the continuing disclosure undertaking for the Bonds to provide, consistent with the Rule, flexibility as to the timing of the filing requirements, in order to allow

for compliance with the Rule.

The City adopted policies and procedures on November 4, 2014 (the "Policy") to ensure timely filing of its Annual Report. The City has hired a dissemination agent to file the City's required Annual Report.

Miscellaneous

The reference, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Bonds, the security for the payment of the Bonds and the rights and obligations of the holders thereof.

The information contained in this Official Statement has been taken from sources considered reliable, but is not guaranteed. To the best of our knowledge, information in this Official Statement does not include any untrue statement of material fact; nor does the information omit the statement of any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

DEPUTY CITY CLERK

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APPENDIX A
REDEVELOPMENT PROJECT SITE MAP

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APPENDIX B

**PROCEDURES FOR REAL AND PERSONAL PROPERTY ASSESSMENTS AND TAX
LEVIES**

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PROCEDURES FOR REAL AND PERSONAL PROPERTY ASSESEMENTS AND TAX LEVIES

Assessed Valuation¹

Fiscal Year	Real Property	Personal Property ²	Public Utility Property	Total ³
2015	\$297,660,699	\$121,146,051	\$25,246,731	\$444,053,481
2014	291,935,921	118,079,833	24,412,003	434,627,757
2013	291,018,429	112,950,942	28,122,727	432,092,098
2012	281,555,535	110,234,425	28,999,315	420,789,275
2011	280,141,144	106,540,690	25,773,494	412,455,328

SOURCE: Office of City Chief Financial Officer; February 2016.

Assessed valuations are based upon the following assessment ratios:

- (a) Real and personal property (excluding single-family, owner-occupied residential real property and motor vehicles, respectively), fifteen percent (15%) of true value;
- (b) Single-family, owner-occupied residential real property, ten percent (10%) of true value;
- (c) Motor vehicles and public utility property, thirty percent (30%) of true value.

The 1986 Session of the Mississippi Legislature adopted House Concurrent Resolution No. 41 (the "Resolution"), pursuant to which there was proposed an amendment to the Mississippi Constitution of 1890 (the "Amendment"). The Amendment provided, *inter alia*, that the assessment ratio of any one class of property shall not be more than three times the assessment ratio on any other class of property.

The Amendment set forth five classes of property and the assessment ratios which would be applicable thereto upon the adoption of the Amendment. The assessment ratios set forth in the Amendment are identical to those established by Section 27-35-4, Mississippi Code of 1972, as it existed prior to the Amendment, except that the assessment ratio for single-family, owner-occupied residential real property under the Amendment is set at ten percent (10%) of true value as opposed to fifteen percent (15%) of true value under previously existing law.

¹ The total assessed valuation is approved in September proceeding the fiscal year of the City and represents the value of real property, personal property and public utility property for the year indicated on which taxes are assessed for the following fiscal year's budget. For example, the taxes for the assessed valuation figures for 2015 will be collected starting in January, 2016 for the 2015-2016 fiscal year budget of the City.

² Personal property includes the assessed valuation for mobile homes and automobiles.

³ Total assessed values include exempt properties.

The assessed valuation figures above do not include property exempt from all City ad valorem tax for a period of up to ten years, primarily for new or expanded manufacturing facilities. Set forth below is a schedule of the assessed valuation of such exempt property which will become subject to City ad valorem tax in the next ten years:

Exempt Property	Current Assessed Valuation	Date Exemption Ends
Kohler Co.	\$ 7,180,964	12/31/2015
Western Container	3,822,646	12/31/2016
Rexam Closure System	5,370,393	12/31/2015
Hattiesburg Paper Corp.	2,252,042	12/31/2015
Zeon Chemicals	828,011	12/31/2015
Cellular South	79,408	12/31/2018
Mississippi Tank	915,986	12/31/2015
Hudson's Capital Assets LLC	777,917	12/31/2015
Equity Alliance of Hattiesburg LLC	542,091	12/31/2015
Excel Injection Molding	104,856	12/31/2015
BLC Properties LLC	149,598	12/31/2015
Hybrid Plastics, Inc.	113,018	12/31/2015
Structural Foam Molding	103,398	12/31/2015
Nordan Smith Acetylene	153,405	12/31/2016
Wis Pak of Hattiesburg, LLC	6,608,019	12/31/2019
The Coca-Cola Company	2,234,847	12/31/2016
TOTAL	\$31,236,599	

Procedure for Property Assessments

The Tax Assessor of Forrest County assesses all real and personal property subject to taxation in Forrest County, including property in the City, except motor vehicles and property owned by public service corporations, both of which are required by law to be assessed by the Mississippi Department of Revenue.

Section 21-33-9, Mississippi Code of 1972, as amended, provides that the governing authorities of a municipality which is located within a county having completed a county-wide reappraisal approved by the Mississippi Department of Revenue and which has been furnished a true copy of that part of the Forrest County assessment roll containing the property located within a municipality as provided in Section 27-35-167, Mississippi Code of 1972, as amended,

shall adopt such assessment rolls for its assessment purposes. The City is utilizing the assessment rolls of Forrest County.

The City may not correct or revise such assessment rolls except for the purpose of conforming the municipal assessment roll to corrections or revisions made to the Forrest County assessment rolls. All objections to the municipal assessment roll may be heard by the Board of Supervisors of Forrest County at the time and in the manner that objections to the Forrest County assessment rolls are heard. The Board of Supervisors of Forrest County shall notify, in writing, the Governing Body and the Tax Assessor of the City of any corrections or revisions made by it to the part of the Forrest County assessment rolls adopted as the municipal assessment roll.

Procedure for Tax Collections

The Governing Body is required to levy an ad valorem tax upon all of the taxable property within the geographical limits of the City, including the District Property. If any taxpayer neglects or refuses to pay his taxes on the due date thereof, the unpaid taxes bear interest at the rate of one percent (1%) per month or fractional part thereof from the delinquent date to the date of payment of such taxes. When enforcement officers take action to collect delinquent taxes, other fees, penalties and costs may accrue. Both real property and personal property are subject to public tax sale.

Section 21-33-63, Mississippi Code of 1972, as may be amended from time to time, and related statutes provide that after the fifteenth day of February and after the fifteenth day of August in each year, the tax collector for each municipality shall advertise all lands in such municipality on which all the taxes due and in arrears have not been paid, as well as all land liable for sale on the first Monday of April or the third Monday of September following, as the case may be.

Reappraisal of Property and Limitation on Ad Valorem Levies

Senate Bill No. 2672, General Laws of Mississippi, Regular Session 1980, codified in part as Sections 27-35-49 and 27-35-50, Mississippi Code of 1972 (the "Reappraisal Act"), provides that all real and personal property in the State shall be appraised at true value and assessed in proportion to true value. To insure that property taxes do not increase dramatically as the counties complete reappraisals, the Reappraisal Act provides for the limit on increase in tax revenues discussed below.

The statute limits ad valorem tax levies by the City subsequent to October 1, 1980, to a rate which will result in an increase in total receipts of not greater than ten percent (10%) over the previous year's receipts, excluding revenue from ad valorem taxes on any newly constructed properties, any existing properties added to the tax rolls or any properties previously exempt which were not assessed in the next preceding year. This limitation does not apply to levies for the payment of the principal of and the interest on general obligation bonds issued by the City or to certain other specified levies. The limitation may be increased only if the proposed increase is approved by a majority of those voting in an election held on such question.

On August 20, 1980, the Mississippi Supreme Court rendered its decision in State Tax

Commission v. Fondren, 387 So.2d 712, affirming the decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, wherein the Mississippi Department of Revenue (formerly the State Tax Commission) was enjoined from accepting and approving assessment rolls from any county in the State for the tax year 1983 unless the Mississippi Department of Revenue equalized the assessment rolls of all of the counties. Due to the intervening passage of the Reappraisal Act, the Supreme Court reversed that part of the lower court's decree ordering the assessment of property at true value (although it must still be appraised at true value), holding instead that assessed value may be expressed as a percentage of true value. Pursuant to the Supreme Court modification of the Chancellor's decree, on November 15, 1980, the Mississippi Department of Revenue filed a master plan to assist counties in determining true value. On February 7, 1983, the Chancery Court granted an extension until July 1, 1984, of its previous deadline past which the Mississippi Department of Revenue could not accept and approve tax rolls from counties which had not yet reappraised. The City has completed reappraisal.

Homestead Exemption

The Mississippi Homestead Exemption Law of 1946 reduces the local tax burden on homes qualifying by law and substitutes revenues from other sources of taxation on the State level as a reimbursement to the local taxing units for such tax loss. Provisions of the homestead exemption law determine qualification, define ownership and limit the amount of property that may come within the exemption. The exemption is not applicable to taxes levied for the payment of the Bonds, except as hereinafter noted.

Those homeowners who qualify for the homestead exemption and who have reached the age of sixty-five (65) years on or before January 1 of the year for which the exemption is claimed, service-connected, totally disabled American veterans who were honorably discharged from military service and those qualified as disabled under the federal Social Security Act are exempt from any and all ad valorem taxes on qualifying homesteads not in excess of \$7,500 of assessed value thereof.

The tax loss resulting to local taxing units from properly qualified homestead exemptions is reimbursed by the Mississippi Department of Revenue. Beginning with the 1984 supplemental ad valorem tax roll and for each roll thereafter, no taxing unit shall be reimbursed an amount in excess of one hundred six percent (106%) of the total net reimbursement made to such taxing unit in the next preceding year.

APPENDIX C

FORM OF

CITY ASSESSMENT CERTIFICATE

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APPENDIX D
FORM OF CONTINUING DISCLOSURE CERTIFICATE

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CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “**Disclosure Certificate**”) is executed and delivered by the City of Hattiesburg, Mississippi (the “**Issuer**”) in connection with the issuance of \$_____ City of Hattiesburg, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) (the “**Bonds**”) of the Issuer. The Issuer covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered and constitutes the written undertaking by the Issuer for the benefit of the owners, including beneficial owners, or holders of the Bonds (the “**Bondholders**”), required by Section (b)(5) of Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 CFR Part 240, § 240.15c2-12), and is further executed and delivered in order to assist the Participating Underwriter (as defined herein) in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the “**Rule**”).

SECTION 2. Definitions. In addition to the definitions set forth in the Bond Resolution (the “**Bond Resolution**”), which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“*Annual Report*” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“*Audited Financial Statements*” means the most recent, publicly available Issuer’s annual financial statements, prepared in accordance with GAAP for governmental units as prescribed by GASB, which financial statements shall have been audited by such auditor as shall be then required or permitted by the laws of the State of Mississippi (the “**State**”).

“*Beneficial Owner*” shall mean any person who has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

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

“*Disclosure Representative*” shall mean the City Clerk of the Issuer or his or her designee, or such other officer or employee as the Issuer shall designate in writing from time to time.

“*EMMA*” shall mean the internet-based portal referred to as the Electronic Municipal Market Access system operated by the Municipal Securities Rulemaking Board. The online address of EMMA is www.emma.msrb.org.

“*GAAP*” shall mean generally accepted accounting principles, as such principles are prescribed, in part, by the Financial Accounting Standards Board and modified by the Government Accounting Standards Board and in effect from time to time.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the single centralized repository for the collection and availability of continuing disclosure documents for purpose of the Rule. The continuing disclosure documents must be provided to the MSRB in searchable portable document format (PDF) to the following:

Municipal Securities Rulemaking Board
Electronic Municipal Market Access Center
www.emma.msrb.org

“1934 Act” shall mean the Securities Exchange Act of 1934, as amended from time to time.

“Participating Underwriter” shall mean the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Official Statement” shall mean the final Official Statement for the Bonds dated _____, 2016.

“Paying Agent” shall mean _____, Mississippi.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the 1934 Act, as the same may be amended from time to time.

“Securities Counsel” shall mean legal counsel expert in federal securities law.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall not later than twelve (12) months after the end of each fiscal year (the **“Report Date”**), commencing September 30, 20__, provide to the MSRB through EMMA the Annual Report, which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the Audited Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report.

(b) The Issuer may adjust the Report Date if the Issuer changes its fiscal year (October 1 to September 30) (the **“Fiscal Year”**) by providing written notice of the change of Fiscal Year and the new Report Date to the MSRB; provided that the new Report Date shall no more than twelve (12) months after the end of the new Fiscal Year and provided further that the period between the final Report Date relating to the former Fiscal Year and the initial Report relating to the new Fiscal Year shall not exceed one (1) year in duration.

(c) If the Issuer is unable to provide to the MSRB the Annual Report by the date required in subsection (a), the Issuer shall send or cause to be sent a notice to the MSRB in substantially the form attached hereto as **Exhibit A**.

(d) If the Issuer is unable to provide the Audited Financial Statements by the date required in subsection (a), the Issuer shall provide notice to the MSRB in substantially the form attached hereto as **Exhibit A**, and provide the Audited Financial Statements, when available, to the MSRB.

(e) In accordance with MSRB Notice 2009-04 (January 9, 2009), the filing requirements set forth in Sections 3(a) and 5 hereof shall be satisfied exclusively by submitting to EMMA the Annual Report and Listed Events described herein.

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or incorporate by reference the information described below:

- (i) The Audited Financial Statements,
- (ii) The accounting principles pursuant to which the Audited Financial Statements were prepared.

The Issuer's financial statements shall be audited and prepared in accordance with GAAP with such changes as may be required from time to time in accordance with the laws of the State.

The Issuer reserves the right to cross-reference any or all such annual financial information and operating data to other documents to be provided to the MSRB.

The Issuer reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Issuer; provided that the Issuer agrees that any such modification will be done in a manner consistent with the Rule as provided in Section 7 hereof.

Any or all of the items listed above may be included by specific reference to other documents available to the public on the MSRB's Internet Web site or filed with the Securities and Exchange Commission (the "**SEC**"). The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Listed Events.

(a) The Issuer covenants to provide, or cause to be provided, to the MSRB notice of the occurrence of any of the following events with respect to the Bonds, in a timely manner not in excess of ten (10) Business Days after the occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves, if any, reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) Modifications to rights of Bondholders, if material;

(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property, if any, securing repayment of the Bonds, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the Issuer;

(13) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and/or

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) If the Issuer determines that a Listed Event has occurred, the Issuer shall promptly cause a notice of such occurrence to be filed with the MSRB, through EMMA. In connection with providing a notice of the occurrence of a Listed Event described in subsection (a)(9), the Issuer shall include in the notice explicit disclosure as to whether the Bonds have been escrowed to maturity or escrowed to call, as well as appropriate disclosure of the timing of maturity or call.

(c) The Issuer acknowledges that the “rating changes” referred to above in Section 5(a)(11) of this Disclosure Certificate may include, without limitation, any change in any rating on the Bonds or other indebtedness for which the Issuer is liable.

(d) The Issuer acknowledges that it is not required to provide a notice of a Listed Event with respect to credit enhancement when the credit enhancement is added after the primary

offering of the Bonds, the Issuer does not apply for or participate in obtaining such credit enhancement, and such credit enhancement is not described in the Official Statement.

SECTION 6. Mandatory Electronic Filing with EMMA. All filings with the MSRB under this Disclosure Certificate shall be made by electronically transmitting such filings through the EMMA Dataport at <http://www.emma.msrb.org>, as provided by the amendments to the Rule adopted by the SEC in Securities Exchange Release No. 59062 on December 5, 2008.

SECTION 7. Amendment; Waiver.

(a) Notwithstanding any other provision of this Disclosure Certificate, this Disclosure Certificate may be amended, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of Section 3(a), 3(b), 3(c), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the identity, nature, or status of the Issuer or the type of business conducted by the Issuer;

(2) This Disclosure Certificate, as so amended or taking into account such waiver, would, in the opinion of Securities Counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Bondholders or Beneficial Owners.

(b) In the event of any amendment to, or waiver of a provision of, this Disclosure Certificate, the Issuer shall describe such amendment or waiver in the next Annual Report and shall include an explanation of the reason for such amendment or waiver. In particular, if the amendment results in a change to the annual financial information required to be included in the Annual Report pursuant to Section 4 of this Disclosure Certificate, the first Annual Report that contains the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of such change in the type of operating data or financial information being provided. Further, if the annual financial information required to be provided in the Annual Report can no longer be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be included in the first Annual Report that does not include such information.

(c) If the amendment results in a change to the accounting principles to be followed in preparing financial statements as set forth in Section 4 of this Disclosure Certificate, the Annual Report for the Fiscal Year in which the change is made shall include a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of such differences and the impact of the changes on the presentation of the financial information. To the extent reasonably feasible, the comparison shall

also be quantitative. A notice of the change in accounting principles shall be filed by the Issuer with the MSRB.

SECTION 8. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or Notice of Material Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or Notice of Material Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or Notice of Material Event.

SECTION 9. Failure to Comply. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate any Participating Underwriter or any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Provided, with respect to matters relating to the adequacy of the information required by the Rule, only bondholders aggregating not less than twenty-five percent (25%) of the aggregate principal amount of the Bonds outstanding may exercise remedies with respect thereto. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Bond Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance. The Paying Agent shall not have any power or duty to enforce this Disclosure Certificate.

SECTION 10. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Participating Underwriter and the owners, including Beneficial Owners, or holders of the Bonds, and shall create no rights in any other person or entity.

SECTION 11. Transmission of Information and Notices. Unless otherwise required by law or this Disclosure Certificate and, in the sole determination of the Issuer, subject to technical and economic feasibility, the Issuer shall employ such methods of information and notice transmission as shall be requested or recommended by the herein designated recipients of such information and notices.

SECTION 12. Governing Law. This Disclosure Certificate shall be construed and interpreted in accordance with the laws of the State, and any suits and actions arising out of this Disclosure Certificate shall be instituted in a court of competent jurisdiction in the State. Notwithstanding the foregoing, to the extent this Disclosure Certificate addresses matters of federal securities laws, including the Rule, this Disclosure Certificate shall be construed and interpreted in accordance with such federal securities laws and official interpretations thereof.

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SECTION 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Participating Underwriter and the owners, including Beneficial Owners, or holders of the Bonds, and shall create no rights in any other person or entity.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Mayor

ATTEST:

City Clerk

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Hattiesburg, Mississippi

Name of Bond Issue: \$_____ City of Hattiesburg, Mississippi Taxable Tax
Increment Limited Obligation Bonds, Series 2016 (Whispering
Pines Retirement Community Project) (the "Bonds")

Date of Issuance: _____, 2016

CUSIP Number: _____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate dated _____, 2016. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____

**CITY OF HATTIESBURG,
MISSISSIPPI**

By: _____
Authorized Officer

EXHIBIT B

Name of Issuer: City of Hattiesburg, Mississippi

Name of Bond Issue: \$_____ City of Hattiesburg, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) (the "Bonds")

Date of Issuance: _____, 2016

CUSIP Number: _____

District Property Ad Valorem Tax Collections

Fiscal Year	City Ad Valorem Taxes	Forrest County Ad Valorem Taxes	Total

SOURCE: Office of the Forrest County Tax Assessor; ____ ____.

District Property Assessed Valuations

Fiscal Year	True Value	Assessed Valuation ¹

SOURCE: Office of the Forrest County Tax Assessor; _____.

¹ Assessed valuation is 15% of true value.

APPENDIX E
FORM OF OPINION OF BOND COUNSEL

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FORM OF OPINION OF BOND COUNSEL FOR THE BONDS

Mayor and City Council
Hattiesburg, Mississippi

RE: \$_____ City of Hattiesburg, Mississippi Taxable Tax Increment Limited
Obligation Bonds, Series 2016 (Whispering Pines Retirement Community
Project)

Gentlemen:

We have acted as Bond Counsel ("Bond Counsel") for the City of Hattiesburg, Mississippi (the "City"), in connection with the issuance of the City of Hattiesburg, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project), to be dated _____, 2016, in the total authorized aggregate principal amount of \$_____ (the "Bonds").

The Bonds bear interest, mature and may be transferred and exchanged as set out in the Bonds and in the resolution adopted by the Mayor and City Council of the City on _____, 2016, authorizing their issuance (the "Bond Resolution"). The Bonds are subject to optional redemption prior to maturity to the extent provided in the Bond Purchase Agreement. Capitalized terms not defined herein shall have the same meaning as set forth in the Bond Resolution.

We have acted as Bond Counsel for the sole purpose of rendering an opinion with respect to the legality and validity of the Bonds under the laws of the State of Mississippi (the "State"), and with respect to the exemption of interest on the Bonds from State income taxation. Regarding questions of fact material to our opinions, we have not investigated or verified original proceedings, records, data or other material, but have relied solely upon the certified transcript of proceedings described in the following paragraph and on the authenticity, truthfulness and completeness set forth in such documents, instruments and certificates. We have not assumed any responsibility with respect to the financial condition or capabilities of the City or the disclosure thereof in connection with the sale of the Bonds.

In our capacity as Bond Counsel, we have participated in the preparation of and have examined a certified transcript of proceedings pertaining to the Bonds which contains copies of certain proceedings of the City, customary certificates of officers, agents and representatives of the City and other public officials and other matters relating to the authorization and issuance of the Bonds. We have also examined Bond No. 1 of this issue.

Based on such examination, and subject to the following qualifications, it is our opinion that:

1. The transcript of proceedings evidences complete legal authority for the issuance of the Bonds in full compliance with the laws of the State presently in effect, and that the Bonds

constitute valid and legally binding limited obligations of the City, payable as to principal and interest out of and secured by the incremental increase in the ad valorem tax revenues generated by the ad valorem tax levied by the City and Forrest County, Mississippi ("Forrest County"), on the real and personal property thereon that constitutes a part of the Redevelopment Project and District Property. **THE BONDS WILL CONSTITUTE LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE TAX INCREMENT AND FROM OTHER MONIES PLEDGED THEREFOR. NEITHER THE FAITH, CREDIT OR TAXING POWER OF THE CITY NOR THE FAITH, CREDIT, OR TAXING POWER OF THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS.** The Bonds are further secured by the pledge of funds in the 2016 Bonds Reserve Fund.

2. Under existing law, regulations and court decisions, as presently interpreted and construed, interest on the Bonds is exempt from all present taxes imposed by the State.

3. Under existing law, regulations and court decisions, as presently interpreted and construed, interest on the Bonds is not exempt from federal income taxation.

It is to be understood that the rights of the owners of the Bonds and the enforceability of the Bonds and the Bond Resolution may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

In this opinion letter issued in our capacity as Bond Counsel, we are opining only upon those matters set forth herein, and we are not passing upon the accuracy, adequacy or completeness of the Official Statement or any other statements made in connection with any offer or sale of the Bonds or upon any federal or state tax consequences arising from the receipt or accrual of interest on or the ownership or disposition of the Bonds, except those specifically addressed herein.

In rendering the foregoing opinions, we have assumed the accuracy and truthfulness of all public records and of all certificates, resolutions, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We also have assumed the genuineness of the signatures appearing upon such public records, certifications, resolutions, documents and proceedings. In rendering this opinion we have relied upon the opinion of Amos Law Offices, PLLC, Hattiesburg, Mississippi, acting as counsel for the City, dated the date hereof, as to the due authorization and execution by and enforceability against the City as to the Bonds and the Bond Resolution.

This opinion letter is issued as of the date hereof and we assume no obligation to revise or supplement this opinion letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

BUTLER SNOW LLP

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APPENDIX F

**HISTORICAL AD VALOREM TAX COLLECTIONS AND ASSESSED VALUATIONS
FOR THE DISTRICT PROPERTY**

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HISTORICAL AD VALOREM TAX COLLECTIONS AND ASSESSED VALUATIONS FOR THE DISTRICT PROPERTY

District Property Ad Valorem Tax Collections¹

Fiscal Year	City Ad Valorem Taxes²	Forrest County Ad Valorem Taxes³	Total
2015			
2014			
2013			
2012			
2011			

SOURCE: Office of the Forrest County Tax Assessor; March 2016.

¹ Does not include school taxes.

² The City has pledged ___% of its Tax Increment from the Redevelopment Project to the payment of the debt service on the Bonds and the payment annual fees and expenses of the Paying Agent.

³ The County has pledged ___% of its Tax Increment from the Redevelopment Project to the payment of debt service on the Bonds and the payment annual fees and expenses of the Paying Agent.

District Property Assessed Valuations¹

Fiscal Year	True Value	Assessed Valuation²
2015	\$ 8,783,960	\$1,347,295
2014		
2013		
2012	6,010	902

SOURCE: Office of the Forrest County Tax Assessor; March 2016.

¹ Does not include personal property.

² Assessed valuation is 15% of true value.

30145918v2

BOND PURCHASE AGREEMENT

\$ _____
CITY OF HATTIESBURG, MISSISSIPPI
TAXABLE TAX INCREMENT LIMITED OBLIGATION BONDS, SERIES 2016
(WHISPERING PINES RETIREMENT COMMUNITY PROJECT)
_____, 2016

Mayor and City Council
City of Hattiesburg, Mississippi

Ladies and Gentlemen:

The undersigned, _____, _____, Tennessee (the "**Underwriter**"), acting on its own behalf and not as agent or fiduciary for you, hereby offers to enter into this Bond Purchase Agreement (this "2016 BPA") with the City of Hattiesburg, Mississippi (the "**Issuer**" or the "**City**"), that will be binding upon you and upon us, upon your acceptance of this offer.

This offer is made subject to your acceptance of this 2016 BPA on or before 5:00 o'clock a.m., Central Standard Time on this date.

1. Purchase Prices. Upon the terms and conditions and upon the basis of the respective representations, warranties and covenants set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriter, all (but not less than all) of the above-captioned \$ _____ Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) of the Issuer (the "**2016 Bonds**") pursuant to resolutions adopted by the Mayor and City Council of the City (the "**Governing Body**") on July 5, 2016 (the "**Resolution**") authorizing and approving the issuance and sale of the 2016 Bonds. The purchase price of the 2016 Bonds is set forth in **SCHEDULE I** hereto. Such purchase price shall be paid at the Closing (hereinafter defined) in accordance with Paragraph 6 hereof. The 2016 Bonds are to be issued by the Issuer, acting through the Governing Body, under and pursuant to, and are to be secured by the Resolution. The 2016 Bonds are issued pursuant to 21-45-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time, and other constitutional and statutory authority (collectively, the "**Act**"). The 2016 Bonds shall mature on the dates and shall bear interest at the fixed rates, all as described in **SCHEDULE II** attached hereto. The 2016 Bonds will be used to provide funds for (i) Whispering Pines Retirement Community Infrastructure Improvements, as hereinafter defined; (ii) funding a debt service reserve fund for the 2016 Bonds; and (iii) paying cost of issuance for the 2016 Bonds. "Whispering Pines Retirement Community Infrastructure Improvements" shall mean and include, but are not limited to, installation of utilities such as water, sanitary sewer and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curbs and gutters parking, sidewalks; installation of traffic signalization and signage; grading; lighting and

landscaping of rights-of-way; purchase of rights-of-way and other property necessary for the installation of the infrastructure and other improvements described hereinabove; capitalized interest; and other related expenses such as engineering; all expenses in connection with the authorization, sale, and issuance of bonds, or indebtedness; TIF plan preparation fees and other incidental related costs; and related professional fees.

The 2016 Bonds will constitute limited obligations of the City payable solely from the tax increment as described in the Preliminary Official Statement, as hereinafter defined. Neither the faith, credit nor taxing power of the City, Forrest County, Mississippi, nor the faith, credit, or taxing power of the State or any political subdivision thereof is pledged to the payment of the 2016 Bonds.

2. Public Offering.

(a) The Underwriter agrees to make a bona fide public offering of the 2016 Bonds at the Purchase Price.

(b) The Underwriter agrees to make a bona fide initial public offering of all the 2016 Bonds in compliance with federal and state securities laws, at a price not in excess of the initial offering price set forth in **SCHEDULE II**. The Underwriter may change the initial offering price or prices as they deem necessary in connection with the offering of the 2016 Bonds without any requirement of prior notice, and may offer and sell the 2016 Bonds to certain institutions at prices lower than those stated in the **SCHEDULE II**. Upon the request of Butler Snow LLP, Ridgeland, Mississippi ("**Bond Counsel**"), the Underwriter shall execute and deliver prior to the Closing an issue price certificate or similar certificate in form and substance reasonably satisfactory to Bond Counsel and the Underwriter.

(c) It will be a condition of the City's obligation to sell and deliver the 2016 Bonds to the Underwriter, and the obligation of the Underwriter to purchase and accept delivery of the 2016 Bonds, that the entire aggregate principal amount of the 2016 Bonds must be sold and delivered by the City and accepted and paid for by the Underwriter on the Closing Date.

3. Representative. _____, _____ of the Underwriter, is duly authorized to execute this 2016 BPA on behalf of the Underwriter.

4. Official Statement. The Issuer shall deliver to the Underwriter at least one (1) copy of the Official Statement, dated the date hereof relating to the 2016 Bonds, executed on behalf of the Issuer by the duly authorized officers of the Governing Body. The Issuer agrees to amend or supplement the Official Statement on or prior to the Closing whenever requested by the Underwriter when, in the reasonable judgment of the Underwriter and/or Bond Counsel to the Issuer, such amendment or supplementation is required.

The Issuer hereby ratifies and approves the lawful use of the Preliminary Official Statement, dated _____, relating to the 2016 Bonds (the "**Preliminary Official Statement**") by the Underwriter prior to the date hereof, and authorizes and approves the Official Statement and other pertinent documents referred to in Paragraph 7 hereof to be lawfully used in connection with the offering and sale of the 2016 Bonds. The Issuer has previously

provided the Underwriter with a copy of its Preliminary Official Statement. As of its date, the Preliminary Official Statement has been deemed final by the Issuer for purposes of SEC Rule 15c2-12(b)(1). The Issuer agrees to provide to the Underwriter within seven (7) business days of the date hereof sufficient copies of the Official Statement to enable the Underwriter to comply with the requirements of Rule 15c2-12(b)(4) under the Securities Exchange Act of 1934, as amended.

5. Representations of the Issuer.

(a) The Issuer has duly authorized all necessary action to be taken by it for the: (i) sale of the 2016 Bonds upon the terms set forth herein and in the Official Statement; (ii) approval of the Official Statement and the signing of the Official Statement by a duly authorized officer; and (iii) the execution, delivery and receipt of this 2016 BPA and any and all such other agreements and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated hereby, by the 2016 Bonds, the Official Statement, and the Bond Resolution;

(b) The information relating to the Issuer and the Whispering Pines Retirement Community Infrastructure Improvements (as described in the Preliminary Official Statement), contained in the Official Statement is and, as of the date of Closing, will be correct in all material respects and such information does not contain and will not contain any untrue statement of a material fact and does not omit and will not omit to state a material fact required to be stated therein or necessary to make the statements in such Official Statement, in light of the circumstances under which they were made, not misleading; provided that no representation is made concerning information furnished by the Underwriter;

(c) To the knowledge of the Issuer 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 against or affecting the Issuer or the Governing Body or threatened against or affecting the Issuer or the Governing Body (or, to the knowledge of the Issuer, any basis therefor) contesting the due organization and valid existence of the Issuer or the Governing Body or the validity of the Act or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Official Statement or the validity or due adoption of the Resolution or the validity, due authorization and execution of the 2016 Bonds, this 2016 BPA, the Whispering Pines Retirement Community Infrastructure Improvements or any agreement or instrument to which the Issuer is a party and that are used or contemplated for use in the consummation of the transaction contemplated hereby or by the Official Statement;

(d) The authorization, execution and delivery by the Issuer of the Official Statement, this 2016 BPA and the other documents contemplated hereby and by the Official Statement, and compliance by the Issuer with the provisions of such instruments, do not and will not conflict with or constitute on the part of the Issuer a breach of or a default under any provisions of the Constitution or laws of the State of Mississippi, or

any existing law, court or administrative regulation, decree or order by which the Issuer or its properties are, or on the date of Closing will be, bound;

(e) All consents of, notices to or filings with governmental authorities necessary for the consummation by the Issuer of the transactions described in the Official Statement, the Resolution and this 2016 BPA (other than such consents, notices and filings, if any, as may be required under the securities or blue sky laws of any federal or state jurisdiction) required to be obtained or made have been obtained or made or will be obtained or made prior to delivery of the 2016 Bonds; and

(f) The Issuer agrees to cooperate with the Underwriter and its counsel in any endeavor to qualify the 2016 Bonds for offering and sale under the securities or blue sky laws of such jurisdictions of the United States as the Underwriter may reasonably request, provided, however, that the Issuer is not required to register as a dealer or a broker in any such state or jurisdiction or qualify as a foreign corporation or file any general consents to service of process under the laws of any state. The Issuer consents to the Underwriter's lawful use of the Preliminary Official Statement and the Official Statement in obtaining such qualifications.

6. Delivery of, and Payment for, the 2016 Bonds. At 10:00 o'clock a.m., Central Standard Time, on or about _____, or at such other time or date as shall have been mutually agreed upon by the Issuer and the Underwriter (the "**Closing**"), the Issuer will deliver, or cause to be delivered, to The Depository Trust Company ("**DTC**") or as otherwise directed by the Underwriter, one Bond for each separate maturity (whether serially or by term) of the 2016 Bonds in definitive typewritten form, duly executed, authenticated and issued in the name of "Cede & Co.," the nominee name of DTC. Subject to the conditions contained herein, the Underwriter will accept such delivery and pay the purchase price of the 2016 Bonds in federal funds to or on behalf of the City in accordance with the Resolution.

7. Certain Conditions to Underwriter's Obligations. The obligations of the Underwriter hereunder shall be subject to the performance by the City of its obligations to be performed hereunder, and to the following conditions:

(a) At the time of Closing, (i) the Resolution shall have been adopted, (ii) the 2016 Bonds shall have been validated by the Chancery Court of Forrest County, Mississippi, (iii) the proceeds of the sale of the 2016 Bonds shall be applied as described in the Official Statement and the Resolution, and (iv) there shall have been duly adopted and there shall be in full force and effect such resolutions as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby; and

(b) At or prior to the Closing, the Underwriter shall have received each of the following:

(i) The approving opinion of Bond Counsel, dated the date of the Closing, relating to, among other things, the validity of the 2016 Bonds and the excludability of the interest on the 2016 Bonds from gross income for State of Mississippi ("State")

income tax purposes under the law existing on the date of the Closing, in a form satisfactory to the Underwriter;

(ii) An opinion of counsel to the Issuer, dated the date of the Closing, addressed to the Issuer, the Underwriter and Bond Counsel, in a form satisfactory to the Underwriter and Bond Counsel;

(iii) Certificates of the Issuer dated the date of the Closing, executed by authorized officers in form satisfactory to the Underwriter;

(iv) The Official Statement executed on behalf of the Issuer by the duly authorized officers thereof;

(v) A specimen of the 2016 Bonds;

(vi) Certified copies of the Resolution and all other resolutions of the Issuer and the Decree of Validation relating to the sale and/or issuance of the 2016 Bonds, as applicable;

(vii) A certificate of a duly authorized officer of the Issuer, satisfactory to the Underwriter, dated the date of the Closing, stating that such officer is charged, either alone or with others, with the responsibility for issuing the 2016 Bonds; setting forth, in the manner required by Bond Counsel, the reasonable expectations of the Issuer as of such date as to the use of proceeds of the 2016 Bonds and of any other funds of the Issuer expected to be used to pay principal or interest on the 2016 Bonds and the facts and estimates on which such expectations are based; and stating that, to the best of the knowledge and belief of the certifying officer, the Issuer's expectations are reasonable;

(viii) A certificate of _____, _____ (the "**Paying and Transfer Agent**"), as to (a) its corporate capacity to act as such, (b) the incumbency and signatures of authorized officers, and (c) its due registration of the 2016 Bonds delivered at the Closing by an authorized officer;

(ix) Copy of the City's Blanket Issuer Letter of Representations; and

(x) Other certificates of the Issuer listed on a Closing Memorandum, including any certificates or representations required in order for Bond Counsel to deliver the opinions referred to in Paragraphs 7(b) (i) of this 2016 BPA and such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel and the Underwriter may reasonably request to evidence compliance by the Issuer with applicable 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 them at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by each.

All such opinions, certificates, letters, agreements and documents will be in compliance with the provisions hereof only if they are satisfactory in form and substance to the Underwriter.

The Issuer will furnish the Underwriter with such conformed copies or photocopies of such opinions, certificates, letters, agreements and documents relating to the 2016 Bonds as the Underwriter may reasonably request.

8. Conditions to Obligations of the Issuer. The obligations of the Issuer hereunder to deliver the 2016 Bonds shall be subject to receipt of the opinions of Bond Counsel described in Paragraphs 7(b)(i) hereof.

9. Termination. The Underwriter shall have the right to cancel its obligation to purchase the 2016 Bonds and to terminate this 2016 BPA by written notice to the Issuer if, between the date hereof to and including the Closing Date, in the Underwriter's sole and reasonable judgment any of the following events shall occur (each a "**Termination Event**"):

(a) The market price or marketability of the 2016 Bonds, or the ability of the Underwriter to enforce contracts for the sale of the 2016 Bonds, shall be materially adversely affected by any of the following events:

(i) Legislation shall have been enacted by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to State income taxation upon interest received on obligations of the general character of the 2016 Bonds; or

(ii) There shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere; or

(iii) A general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(iv) Legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general

character of the 2016 Bonds, the Resolution, or any comparable bonds of the Issuer, are not exempt from the registration, qualification or other requirements of the Securities Act or the Trust Indenture Act or otherwise, or would be in violation of any provision of the federal securities laws; or

(v) Except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the Issuer shall have occurred; or

(vi) Any rating on indebtedness of the City is withdrawn, reduced or put on a credit watch with negative outlook; or

(vii) Any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Issuer refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the 2016 Bonds or the ability of the Underwriter to enforce contracts for the sale of the 2016 Bonds; or

(viii) A general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(ix) A material disruption in bonds settlement, payment or clearance services affecting the 2016 Bonds shall have occurred; or

(x) Any new restriction on transactions in bonds materially affecting the market for bonds (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, Underwriter shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

(xi) A decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the 2016 Bonds, including the underlying obligations as contemplated by this 2016 BPA or by the Official Statement, or any document relating to the issuance, offering or sale of the 2016 Bonds, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act.

Upon the occurrence of a Termination Event and the termination of this 2016 BPA by the Underwriter, all obligations of the Issuer and the Underwriter under this 2016 BPA shall

terminate, without further liability, except that the Issuer and the Underwriter shall pay their respective expenses as set forth in Paragraph 12 hereof.

10. Additional Covenants. The Issuer covenants and agrees with the Underwriter as follows:

(a) The Issuer shall furnish or cause to be furnished to the Underwriter as many copies of the Official Statement as the Underwriter may reasonably request; and

(b) Before revising, amending or supplementing the Official Statement, the Issuer shall furnish a copy of the revised Official Statement or such amendment or supplement to the Underwriter. If in the opinion of the Issuer, its Bond Counsel and the Underwriter, a supplement or amendment to the Official Statement is required, the Issuer will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter and Bond Counsel.

11. Survival of Representations. All representations and agreements of the Issuer and the Underwriter hereunder shall remain operative and in full force and effect, and shall survive the delivery of the 2016 Bonds and any termination of this 2016 BPA by the Underwriter pursuant to the terms hereof.

12. Payment of Expenses. If the 2016 Bonds are sold to the Underwriter by the Issuer, the Issuer shall pay, from the proceeds of the 2016 Bonds, any reasonable expenses incident to the performance of its obligations hereunder, including but not limited to: (i) the cost of the preparation and printing of the Preliminary Official Statement and the Official Statement; (ii) the cost of the preparation of book-entry 2016 Bonds; (iii) any rating agency fees; (iv) the cost of distribution of the Preliminary Official Statement and the Official Statement; (v) the fees and expenses of Bond Counsel, Issuer's counsel, the City's financial advisor, the Paying and Transfer Agent, and any other experts or consultants retained by the Issuer; and (vi) the cost of any Federal Funds necessary to pay the purchase price of the 2016 Bonds.

The Underwriter shall pay (a) all advertising expenses in connection with the public offering of the 2016 Bonds and (b) all other expenses incurred by the Underwriter in connection with their public offering.

13. Underwriting. The Issuer acknowledges and agrees that: (i) the primary role of _____, as an underwriter, is to purchase bonds for resale to investors in an arms-length commercial transaction between the Issuer and _____ and that _____ has financial and other interests that differ from those of the Issuer; (ii) _____ is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer or any other person or entity and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether _____ has provided other services or is currently providing other services to the Issuer on other matters); (iii) the only obligations _____ has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this 2016 BPA; and (iv) the Issuer has consulted its own legal,

accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein.

14. Notices. Any notice or other communication to be given to the Issuer under this 2016 BPA may be given by delivering the same in writing at the address of the Issuer set forth above, and any notice or other communication to be given to the Underwriter under this 2016 BPA may be given by delivering the same in writing to _____.

15. Parties. This 2016 BPA is made solely for the benefit of the Issuer and the Underwriter (including the successors or assigns of the either) and no other person shall acquire or have any right hereunder or by virtue hereof.

16. Governing Law. This 2016 BPA shall be governed by and construed in accordance with the laws of the State of Mississippi.

17. General. This 2016 BPA may be executed in several counterparts, each of which shall be regarded as an original and all of which will constitute one and the same instrument. The paragraph headings of this 2016 BPA are for convenience of reference only and shall not affect its interpretation. This 2016 BPA shall become effective upon your acceptance hereof by the date and time provided above. All capitalized terms not defined herein shall be as defined in the Resolution.

[remainder of page left blank intentionally]

Very truly yours,

By: _____
_____, Managing Director

Accepted and agreed to as of the date first above written:

CITY OF HATTIESBURG , MISSISSIPPI

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(SEAL)

SCHEDULE I

PURCHASE PRICE

Par Amount of 2016 Bonds	\$ _____.
Less: Original Issue Discount	(_____.)
Less: Underwriter's Discount	(_____.)
Total Purchase Price	<u>\$ _____.</u>

SCHEDULE II
MATURITY SCHEDULE

RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF TAXABLE TAX INCREMENT LIMITED OBLIGATION BONDS, SERIES 2016 (WHISPERING PINES RETIREMENT COMMUNITY PROJECT), OF THE CITY OF HATTIESBURG, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED FOUR MILLION DOLLARS (\$4,000,000) (THE "**BONDS**") TO RAISE MONEY FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTING THE INFRASTRUCTURE IMPROVEMENTS (AS HEREINAFTER DEFINED), FUNDING THE DEBT SERVICE RESERVE FUND, IF APPLICABLE, AND PAYING COSTS OF ISSUANCE FOR THE BONDS; AND FOR RELATED PURPOSES.

The Mayor and City Council (the "**Governing Body**") of the City of Hattiesburg, Mississippi (the "**City**") took up for further consideration the matter of the issuance of Taxable Tax Increment Limited Obligation Bonds, Series 2016, of the City, in the principal amount of not to exceed Four Million Dollars (\$4,000,000) (the "**Bonds**"). After a discussion of the subject, Councilperson Carroll offered and moved the adoption of the following resolution:

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

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

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

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

"Additional Bonds" shall mean Bonds issues pursuant to Section 3 hereof.

"Approved Eligible Costs" shall mean \$3,262,385.00 in eligible costs for Infrastructure Improvements that have been approved by the City in accordance with the Development Agreement.

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

"Bond" or "Bonds" shall mean the not to exceed \$4,000,000 Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) of the City authorized and directed to be issued in the Bond Resolution.

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

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

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

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

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

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

“City” shall mean the City of Hattiesburg, Mississippi.

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

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

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

“Clerk” shall mean the City Clerk of the City.

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

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

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

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

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

"Development Agreement" shall mean the Development Agreement between the Developer and the City, dated March 5, 2013, as may be amended from time to time and approved by the Governing Body of the City.

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

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

"DTC" shall mean The Depository Trust Company.

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

"Forrest County" shall mean Forrest County, Mississippi.

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

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

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

"Infrastructure Improvements" shall mean and include, but are not limited to, installation of utilities such as water, sanitary sewer and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curbs and gutters parking, sidewalks; installation of traffic signalization and signage; grading; lighting and landscaping of rights-of-way; purchase of rights-of-way and other property necessary for the installation

of the infrastructure and other improvements described hereinabove; capitalized interest; and other related expenses such as engineering; all expenses in connection with the authorization, sale, and issuance of bonds, or indebtedness; TIF plan preparation fees and other incidental related costs; and related professional fees.

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

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

“Mayor” shall mean the Mayor of the City.

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

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

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

“Project” shall mean providing for the financing of the Infrastructure Improvements, funding the 2016 Bonds Reserve Fund and paying the costs of issuance for the Bonds.

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

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

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

“Redevelopment Project” shall mean the Developer’s Project and the Infrastructure Improvements.

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

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

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

“State” shall mean the State of Mississippi.

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

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

“Tax Increment Surplus” shall mean the remainder of the Tax Increment after deducting amounts necessary to pay the debt service on the Bonds, pay the annual fees and expenses of the Paying Agent and fund any shortfall in the 2016 Debt Service Reserve Requirement; provided however, if the balance in the 2016 Bonds Reserve Fund equals the 2016 Debt Service Reserve Requirement such Tax Increment Surplus shall be deposited in the Tax Increment Surplus Fund and used pursuant to the provisions of Section 16 herein.

“Tax Increment Surplus Fund” shall mean the City of Hattiesburg, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project) Tax Increment Surplus Fund provided for in Section 16 hereof.

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

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

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

"2016 Bonds Reserve Fund" shall mean that debt service reserve fund into which the City will deposit proceeds of the Bonds representing an amount equal to the 2016 Debt Service Reserve Requirement and in addition, subsequent to the closing, that portion of the Tax Increment Surplus necessary to provide funds sufficient in the aggregate to fund any shortfall in the 2016 Debt Service Reserve Requirement as such is provided for in Section 16 hereof.

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

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

"Underwriter" shall mean the purchaser of the Bonds, as provided by the Bond Purchase Agreement.

"United States" shall mean the United States of America.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

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

3. Said redevelopment projects may include:

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

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

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

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

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

(b) On September 18, 2012, the City approved and adopted the Tax Increment Financing Plan. On March 5, 2013, the City approved an amended and restated tax increment plan entitled "First Addendum to City of Hattiesburg, Mississippi Tax Increment Financing Plan (Whispering Pines Retirement Community Project) 2012." On September 6, 2012, Forrest County approved and adopted its Tax Increment Financing Plan, Whispering Pines Retirement Community Project, Forrest County, Mississippi, 2012. The City's Tax Increment Financing Plan and the County's Tax Increment Financing Plan provide for the joint and mutual pledge and division of the incremental increase in tax revenues generated by the development and redevelopment within the District Property as security for the Bonds.

5. The City, to the greatest extent it determines to be feasible, shall afford maximum opportunity, consistent with the sound needs of the City as a whole, to the rehabilitation or redevelopment of the redevelopment areas by private enterprise. In order to utilize appropriate private or public resources to eliminate and prevent the development or spread of slums and urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of slum and blighted areas, and to achieve the objectives of the Redevelopment Plans, the City shall encourage rehabilitation and clearance and redevelopment within the redevelopment areas by: (1) carrying out a program of voluntary repair and rehabilitation of buildings or other improvements in accordance with the Redevelopment Plans, including, from time to time, making loans to defray all or part of the costs

(including costs of acquiring real estate) of repairing and rehabilitating buildings or other improvements in accordance with the Redevelopment Plans; and (2) making loans, from time to time, to defray all or part of the costs of acquiring real property, demolishing and removing buildings and improvements, and constructing improvements (including buildings) in the redevelopment area in accordance with the Redevelopment Plans. Such loans shall be made in accordance with the requirements under the General Plan as defined in the Redevelopment Plans. The City shall also have full authority to issue tax increment bonds for the purpose of completing all of or a part of the Infrastructure, in accordance with the Tax Increment Financing Plans.

6. The City desires to issue and sell the Bonds for the purposes of financing the costs of the Project in accordance with the Redevelopment Plan and the Tax Increment Financing Plan.

7. As an inducement to the City to issue the Bonds and to apply the proceeds of such Bonds to fund the cost of the Project, it being contemplated by the City that a portion of the Tax Increment collected with respect to the Redevelopment Project will be in an amount sufficient for the payment of principal of and interest on the Bonds and the annual fees and expenses of the Paying Agent, and with respect to the City's portion of the Tax Increment to fund any deficiency in the 2016 Bonds Reserve Fund.

8. The Governing Body will not provide for the issuance of additional bonds payable from the Tax Increment except as provided in this Bond Resolution.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3. (a) The Bonds are hereby authorized and ordered to be prepared and issued in the principal amount Not to Exceed Four Million Dollars (\$4,000,000) to raise money for the Project, all as authorized by the Act.

(b) The Governing Body may authorize the issuance of Additional Bonds payable from the Tax Increment pursuant to one or more resolutions of the Governing Body under the provisions of this Bond Resolution for purposes authorized under the Act; provided however, the City shall obtain a certificate signed by the Forrest County Tax Assessor certifying to the amount of the Tax Increment for the calendar year preceding the issuance of such Additional Bonds and such Tax Increment, shall be sufficient to provide at least 1.20 to 1 debt service coverage of the combined annual debt service on the Bonds and such Additional Bonds. Such Additional Bonds shall comply with the terms and provisions of this Bond Resolution and shall be on parity with the Bonds with respect to the Tax Increment.

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

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

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

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

(e) Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners of the Bonds thereof by first class mail at least thirty (30) days (or such shorter period authorized by the Registered Owners) and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of the Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

(f) The Bonds for which the payment of sufficient moneys or, to the extent permitted by the laws of the State, (i) direct obligations of, or obligations for the payment of the principal of and interest on which are unconditionally guaranteed by, the United States ("Government Obligations"),

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

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

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

(c) The Bonds shall be delivered to the Underwriter upon payment of the purchase price therefor in accordance with the terms and conditions of their sale and award, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale

and validation, if applicable, of the Bonds and the final, unqualified respective approving opinion of Bond Counsel, which opinion shall be imprinted on, or attached to, the reverse of each of the Bonds.

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

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

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

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

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

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

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

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

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

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

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

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

(v) Every successor 2016 Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor 2016 Agent and to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor 2016 Agent, without any further act,

shall become fully vested with all the rights, immunities and powers, and subject to all the duties and obligations, of its predecessor.

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

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

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

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

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

[2016 BOND FORM]

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

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

CITY OF HATTIESBURG

TAXABLE TAX INCREMENT LIMITED OBLIGATION BOND

SERIES 2016

(WHISPERING PINES RETIREMENT COMMUNITY PROJECT)

NO. _____ **\$** _____

Rate of Interest **Maturity** **Date of Original Issue** **CUSIP NO.**

_____ % **October 1, 20** _____ **, 2016** _____

Registered Owner: **CEDE & CO.**

Principal Amount: _____ **DOLLARS**

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

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

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

Payments of principal of and interest on this 2016 Bond shall be made by check or draft mailed on each Interest Payment Date to such Registered Owner at his address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Transfer Agent by certified mail, return receipt requested, or such other method as may be

subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day of the calendar month preceding the applicable principal or Interest Payment Date.

This 2016 Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to denomination, number, rate of interest and date of maturity, issued in the aggregate authorized principal amount of Not to Exceed Four Million Dollars (\$4,000,000) to raise money for the purpose of paying the costs of constructing the Infrastructure Improvements, funding the 2016 Bonds Reserve Fund and paying costs of issuance for the Bonds (as hereinafter defined).

This 2016 Bond is issued under the authority of the Constitution and statutes of the State, including Sections 21-45-1 through 21-45-21, Mississippi Code of 1972, as amended and/or supplemented from time to time, and by the further authority of proceedings duly had by the Governing Body of the City, including a resolution adopted on July 5, 2016 (the "Bond Resolution").

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

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

Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least thirty (30) days (or such shorter period approved by the Registered Owners) and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

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

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

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

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

The City has further pledged funds available in the 2016 Bonds Reserve Fund and Tax Increment Surplus Fund.

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

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

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

CITY OF HATTIESBURG, MISSISSIPPI



Mayor

COUNTERSIGNED:



City Clerk

(seal)

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

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

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

_____, _____

_____ as

Transfer Agent

BY: _____

Authorized Officer

Date of Registration and Authentication: _____

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

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF FORREST

CITY OF HATTIESBURG

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

(seal)

ASSIGNMENT

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

(Name and Address of Assignee)

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

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

Signatures guaranteed:

NOTICE: Signature(s) must be guaranteed by an approved eligible guarantor institution, an institution that is a participant in a Securities

Transfer Association recognized signature
guarantee program.

(Authorized Officer)

Date of Assignment: _____

Insert Social Security Number or Other

Tax Identification Number of Assignee: _____

[END OF 2016 BOND FORM]

SECTION 8. In case any 2016 Bond shall become mutilated or be stolen, destroyed or lost, the City shall, if not then prohibited by law, cause to be authenticated and delivered a new 2016 Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated 2016 Bond, or in lieu of and in substitution for such 2016 Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a 2016 Bond stolen, destroyed or lost, his filing with the City or Transfer Agent evidence satisfactory to them that such 2016 Bond was stolen, destroyed or lost, and of his ownership thereof, and furnishing the City or Transfer Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

SECTION 9. For the purpose of effectuating and providing for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue, there shall be and is hereby levied a direct, continuing tax upon all of the taxable real and personal property of the City and Forrest County within the geographical limits of the District Property, as agreed pursuant to the Interlocal Agreement. All or any portion of the receipts from the levy and collection of said ad valorem tax shall be withheld by the tax collector of each the City, and/or by any other tax collecting agency authorized by law for the collection of said taxes, who shall pay over all such Tax Increment to the Clerk to the credit of the 2016 Bond Fund created pursuant to Section 13 hereof and to the 2016 Bonds Reserve Fund that portion representing Tax Increment Surplus necessary to fund any deficiency in the 2016 Debt Service Reserve Requirement for the 2016 Bonds Reserve Fund, all as further provided in Section 15. Any such moneys so paid to the Clerk to the credit of the 2016 Bond Fund shall be expended only as provided in Section 13 hereof. The Tax Increment Surplus, if any, shall be transferred to the Tax Increment Surplus Fund for use as set forth in Section 15.

SECTION 10. Only such of the Bonds as shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the

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

SECTION 11. In the event the Underwriter shall fail to designate the names, addresses and social security or tax identification numbers of the Registered Owners of the Bonds, within thirty (30) days of the date of sale, or at such other later date as may be designated by the City, one 2016 Bond registered in the name of the Underwriter may be issued in the full amount for each maturity. Ownership of the Bonds shall be in the Underwriter until the initial Registered Owner has made timely payment and, upon request of the Underwriter within a reasonable time of the initial delivery of the Bonds, the Transfer Agent shall re-register any such 2016 Bond upon its records in the name of the Registered Owner to be designated by the Underwriter in the event timely payment has not been made by the initial Registered Owner.

SECTION 12. Except as hereinabove provided, the Person in whose name any 2016 Bond shall be registered in the records of the City maintained by the Transfer Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on any 2016 Bond shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such 2016 Bond to the extent of the sum or sums so paid.

SECTION 13. (a) Each 2016 Bond shall be transferable only in the records of the City, upon surrender thereof at the office of the Transfer Agent together with a written instrument of transfer satisfactory to the Transfer Agent, duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the transfer of any 2016 Bond, the City, acting through its Transfer Agent, shall issue in the name of the transferee a new 2016 Bond or Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered 2016 Bond or Bonds.

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

SECTION 14. (a) The City hereby establishes the 2016 Bond Fund for the Bonds which shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the Bonds, and the payment of 2016 Agents' fees in connection therewith. There shall be deposited into the 2016 Bond Fund as and when received:

- (i) The accrued interest and premium, if any, received upon delivery of the Bonds;

- (ii) The avails of any of the ad valorem taxes collected pursuant to Section 9 hereof subject to the limitation as described in sub-section (b) below;
- (iii) Funds transferred from the 2016 Bonds Reserve Fund and/or the Tax Increment Surplus Fund pursuant to sub-section (b) below;
- (iv) Any income received from investment of monies in the 2016 Bond Fund; and
- (v) Any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the 2016 Bond Fund.

(b) The Clerk shall deposit all moneys, including but not limited to the Tax Increment portion of the receipts into the 2016 Bond Fund. The City shall deposit in the 2016 Bond Fund an amount equal to the amount necessary to make each principal and interest payment together with the annual fees and expenses of the Paying Agent. The source of such funds shall be limited to the Tax Increment portion of the ad valorem tax receipts, the 2016 Bonds Reserve Fund and, if necessary, the Tax Increment Surplus Fund. The City shall first apply the Tax Increment to the payment of the Bonds. Any Tax Increment Surplus shall be deposited into the Tax Increment Surplus Fund as provided for in Section 16 hereof.

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

SECTION 15. The City hereby establishes the 2016 Construction Fund and the following sub-accounts therein, which shall be held by the City and maintained with a qualified depository: (a) Developer's Project Account; and (b) Costs of Issuance Account. The principal proceeds received upon the sale of the Bonds shall be deposited in the 2016 Construction Fund sub-accounts in the amounts as follows: (a) an amount not to exceed \$200,000 in the Costs of Issuance Account; and (b) the balance of the funds in the Developer's Project Account. Any income received from investment of monies in the 2016 Construction Fund sub-accounts shall be deposited in the 2016 Bond Fund to pay interest on the Bonds.

From the 2016 Construction Fund, Developer's Project Account there shall be paid the costs of the Infrastructure Improvements. Any amounts which remain in the 2016 Construction Fund, Developer's Project Account in amount of \$1,000 or integral multiples thereof after the completion of the Infrastructure Improvements shall be transferred to the 2016 Bond Fund and used for the mandatory redemption of Bonds as set forth herein and any amount which remain on deposit in the 2016 Construction Fund, Developer's Project Account which is less than \$1,000 shall be deposited to the 2016 Bond Fund and used as permitted under State law.

From the 2016 Construction Fund, Costs of Issuance Account there shall be paid the costs, fees and expenses incurred by the City in connection with the authorization, issuance, sale, validation and delivery of the Bonds. Any amount which remain in the 2016 Construction Fund, Costs of Issuance Account following 30 days from the delivery date of the Bonds shall be transferred to the 2016 Bond Fund and used as permitted under State law.

SECTION 16. (a) The City hereby establishes the 2016 Bonds Reserve Fund which shall be maintained by the City with the Paying Agent. The City shall deposit or cause to be deposited into the 2016 Bonds Reserve Fund funds as follows: (i) a portion of the proceeds of the Bonds designated on the date of delivery of the Bonds; and (ii) funds identified as the Tax Increment Surplus to meet any deficiency in the 2016 Debt Service Reserve Requirement. On or before five days prior to each Interest Payment Date for the Bonds, the City shall request the Paying Agent to transfer monies to the 2016 Bond Fund to the extent there are insufficient funds deposited therein pursuant to Section 14 to make the debt service payment for the Bonds on the next Interest Payment Date for the Bonds.

(b) The City hereby establishes the Tax Increment Surplus Fund which shall be maintained by the City with the Paying Agent. The City shall deposit or cause to be deposited into the Tax Increment Surplus Fund all funds identified as the Tax Increment Surplus to the extent said funds are not required to meet any deficiency (i) on any Interest Payment Date in the 2016 Bond Fund and (ii) in the 2016 Debt Service Reserve Requirement. On or before five days prior to each Interest Payment Date for the Bonds, the City shall request the Paying Agent to transfer monies to the 2016 Bond Fund to the extent there are insufficient funds deposited therein pursuant to Section 14 to make the debt service payment for the Bonds on the next Interest Payment Date for the Bonds.

(c) Upon the final maturity of the Bonds and provided amounts on deposit in the 2016 Bonds Reserve Fund and the Tax Increment Surplus Fund are not necessary to make the debt service payment for the Bonds on the next Interest Payment Date for the Bonds, the City shall pay only from available monies on deposit in the 2016 Bonds Reserve Fund and Tax Increment Surplus Fund an amount that shall not exceed the Approved Eligible Costs determined in accordance with the Development Agreement to the Developer. If the Approved Eligible Costs exceeds the amount available in the 2016 Bonds Reserve Fund and Tax Increment Surplus Fund, the City shall only pay to the Developer the amount in 2016 Bonds Reserve Fund and Tax Increment Surplus Fund and shall not owe the Developer any further amounts. Any remaining amounts, if any, in the 2016 Bonds Reserve Fund and Tax Increment Surplus Fund after the payment of the Approved Eligible Costs to the Developer shall be transferred to the City's general fund and used as permitted by State law.

SECTION 17. (a) Payment of principal on the Bonds shall be made, upon presentation and surrender of the Bonds at the principal office of the Paying Agent to the Record Date Registered Owner thereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date for the Bonds.

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

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

SECTION 18. The Bonds may be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the Clerk, if applicable, is hereby directed to make up a transcript of all legal papers and proceedings relating to the Bonds and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings in Forrest County, Mississippi.

SECTION 19. Based on existing statutes, rulings and court decisions and assuming, among other matters, compliance with certain covenants, the interest on the Bonds is includable for purposes of federal income taxation. Under existing law, interest on the Bonds is excludable from present taxes imposed by the State.

SECTION 20. Each of the following constitutes an event of default under the Bond Resolution:

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

(b) Failure by the City to perform or observe any other covenant, agreement or condition on its part contained in the Bond Resolution (other than the covenants contained in Section 22 hereof) or in the Bonds, and the continuance thereof for a period of thirty (30) days after written notice thereof to the City by the Registered Owners of not less than ten percent (10%) in principal amount of the then outstanding Bonds; or

(c) An Act of Bankruptcy occurs.

SECTION 21. That the Governing Body of the City hereby authorizes the negotiation of the sale of the Bonds to the Underwriter and authorizes the execution by the Mayor and Clerk of the City of the Bond Purchase Agreement for and on behalf of the City, based on the recommendation of Butler Snow LLP, Ridgeland, Mississippi, as Bond Counsel, and Government Consultants, Inc., as Financial Advisor, and provided that the following parameters are met: (1) the par amount of the Bonds will not

exceed \$4,000,000; (2) the net interest cost of not more than six and one-half percent (6.5%) for the Bonds; (3) the Bonds will mature no later than fifteen years from their respective date of delivery; and (4) terms and provisions of the Bonds in compliance with the Act.

SECTION 22. Due to the character of the Bonds, the complexity of structuring the Bonds and prevailing market conditions, the Bonds shall be sold to the Underwriter at private sale pursuant to the terms and provisions of the Bond Purchase Agreement in substantially the form attached hereto as **Exhibit A**. The Mayor of the City and the City Clerk, acting for and on behalf of the City, is hereby authorized and directed to negotiate with the Underwriter for the sale of the Bonds and to make the final decisions regarding (a) the aggregate principal amount of the Bonds, (b) the redemption provisions of the Bonds, (c) the interest rates to be borne by the Bonds, (d) the maturity date of the Bonds, (e) the Refunded Bonds to be refinanced with the proceeds of the Bonds, (f) the principal and interest payment dates for the Bonds, and to make all final determinations necessary to structure the Bonds. The Bond Purchase Agreement in substantially such form is hereby approved in all respects and, subject to the provisions of this Section, Section 4 and Section 21 hereof, the Mayor and the City Clerk are hereby authorized and directed to execute and deliver the Bond Purchase Agreement for and on behalf of and in the name of the City, with such changes, omissions, insertions and revisions, as may be approved by the Mayor and the City Clerk, said execution being conclusive evidence of such approval.

SECTION 23. The Preliminary Official Statement, in the form submitted to this meeting and attached hereto as **Exhibit B**, shall be, and the same hereby is, approved in substantially said form with such changes, omissions, insertions and revisions therein as the Mayor, as representative of the Governing Body, may in the Mayor's opinion determine to be required. The Governing Body deems the Preliminary Official Statement to be "final" as required by SEC Rule 15c2-12(b)(1). The actions of the Mayor and all other persons in connection with the preparation of the Preliminary Official Statement are hereby ratified and confirmed. The Mayor is hereby authorized and directed to distribute the Preliminary Official Statement to the Underwriter and to cause to be prepared and to execute and deliver a final Official Statement in substantially the form of the Preliminary Official Statement with such changes, insertions and omissions from the Preliminary Official Statement as may be approved by such officer, said execution being conclusive evidence of such approval.

SECTION 24. The Mayor and Clerk are hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to pay on the Closing Date of the Bonds the costs of issuance of said Bonds; provided, however, the aggregate total costs of issuance for said Bonds shall not exceed five and three-fourths percent (5.75%) of the par amount of the Bonds, excluding the Underwriter's discount.

SECTION 25. Notwithstanding any other provisions of this Bond Resolution, it is the intent of the Governing Body that each member of the Governing Body, including the Mayor and the Clerk, are hereby authorized to execute any and all documents, certificates, instruments and papers, and any and all acts and things as may be necessary or advisable in connection with the authorization, sale, preparation, execution, issuance and delivery of the Bonds.

SECTION 26. Except as otherwise expressly provided herein, nothing in this Bond Resolution, express or implied, is intended or shall be construed to confer upon any person or firm or corporation other than the City, the holders of the Bonds issued under the provisions of this Bond Resolution, the Governing Body and the Paying and Transfer Agent, any right, remedy, or claim, legal or equitable, under and by reason of this Bond Resolution or any of the provisions hereof. This Bond Resolution and all of its provisions are intended to be and shall be for the sole and exclusive benefit of the City, the Governing Body and the holders from time to time of the Bonds issued under the provisions of this Bond Resolution.

SECTION 27. All covenants, stipulations, obligations and agreements of the City contained in this Bond Resolution, shall be binding upon the City, and, except as otherwise provided in this Bond Resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the City by the provisions of this Bond Resolution, shall be exercised or performed by the City. No stipulation, obligation or agreement herein contained or any other document necessary to conclude the issuance and sale of the Bonds shall be deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the City, including its Governing Body, in his or her individual capacity, and no such officer, agent or employee shall be personally liable on the Bonds or be subject to personal liability or accountability by reason of the issuance and sale thereof.

SECTION 28. If any one or more of the provisions of this Bond Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Bond Resolution, but this Bond Resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 29. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective upon the adoption hereof.

Councilperson Naylor seconded the motion to adopt the foregoing resolution and the question being put to a roll call vote, the result was as follows:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

The Mayor thereby declared the motion carried and the Bond Resolution adopted, this the 5th day of July, 2016.

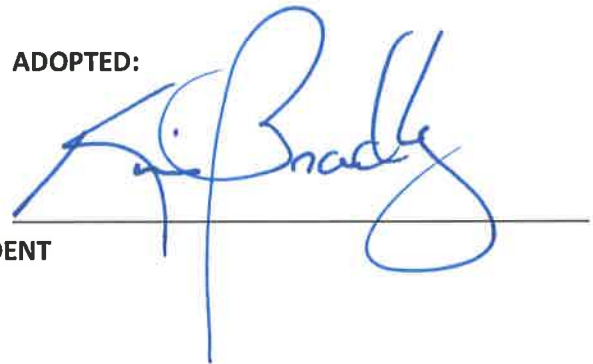
(SEAL)

ATTEST:



CLERK OF COUNCIL

ADOPTED:



PRESIDENT

The above and foregoing Bond Resolution having been submitted to and approved by the Mayor, this the 5th day of July, 2016.



CITY CLERK



MAYOR

EXHIBIT A

FORM OF PRELIMINARY OFFICIAL STATEMENT

EXHIBIT B

FORM OF BOND PURCHASE AGREEMENT

30120270v6



City of Hattiesburg, MS

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

Master

File Number: 2016-463

File ID: 2016-463

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 06/22/2016

Brief Title: Petty Cash Custodian remove/appoint Hattiesburg Community Centers

Final Action: 07/05/2016

Minute Book Number: MB2016-162-163

Title:

Adopt a Resolution removing Alice Heidelberg as petty cash fund custodian for the Hattiesburg Community Centers and appointing Rebecca Acker as petty cash custodian effective July 5, 2016; authorize issuance of manual check.

Notes:

Sponsors:

Enactment Date:

Attachments: Petty Cash Resolution, executed Petty Cash Resolution RES#2016-83

Enactment Number:

Contact:

Meeting Date: 07/05/2016

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	07/05/2016	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt a Resolution removing Alice Heidelberg as petty cash fund custodian for the Hattiesburg Community Centers and appointing Rebecca Acker as petty cash custodian effective July 5, 2016; authorize issuance of manual check.							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-463

Title

Adopt a Resolution removing Alice Heidelberg as petty cash fund custodian for the Hattiesburg Community Centers and appointing Rebecca Acker as petty cash custodian effective July 5, 2016; authorize issuance of manual check.

Summary

Petty Cash Resolution - Heidelberg to Acker

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

WHEREAS, the governing authorities of the City of Hattiesburg, Mississippi recognizes the need to comply with the State Department of Audit regulations, by granting approval for the petty cash funds of the City; and

WHEREAS, the governing authorities desire the administration of the City to continue to operate its routine functions.

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

Section 1. Alice Heidelberg be removed as Petty Cash Fund Custodian and Rebecca Acker be approved as Petty Cash Fund Custodian for the Hattiesburg Community Centers effective July 5, 2016.

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of July, 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of July, 2016.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

RESOLUTION

WHEREAS, the governing authorities of the City of Hattiesburg, Mississippi recognizes the need to comply with the State Department of Audit regulations, by granting approval for the petty cash funds of the City; and

WHEREAS, the governing authorities desire the administration of the City to continue to operate its routine functions.

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

Section 1. Alice Heidelberg be removed as Petty Cash Fund Custodian and Rebecca Acker be approved as Petty Cash Fund Custodian for the Hattiesburg Community Centers effective July 5, 2016.

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

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member Carroll, seconded by Council member Dryden, vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of July, 2016.

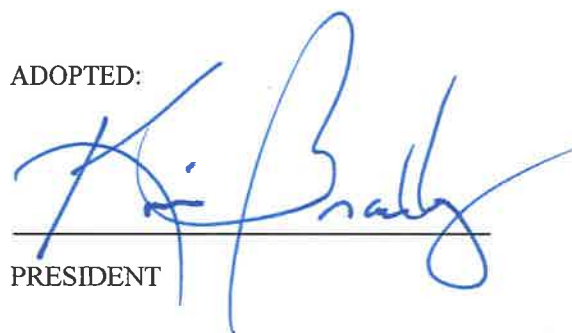
(SEAL)

ATTEST:



CLERK OF COUNCIL

ADOPTED:



PRESIDENT

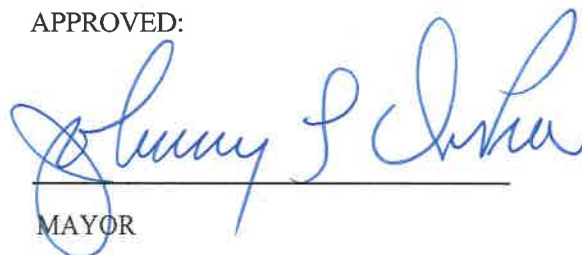
The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of July, 2016.

ATTEST:



CITY CLERK

APPROVED:



MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2016-464

File ID: 2016-464

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 06/27/2016

Brief Title: Energy Performance Disbursement No. 5

Final Action: 07/05/2016

Minute Book Number: MB2016-163

Title:

Adopt a Resolution authorizing Disbursement No. 5 from the Project Fund Escrow Account in connection with certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016, by and between Banc of America Public Capital Corp and the City of Hattiesburg.

Notes:

Sponsors:

Enactment Date:

Attachments: Disbursement Resolution #5, executed
Disbursement Resolution #5 RES#2016-84

Enactment Number:

Contact:

Meeting Date: 07/05/2016

Drafter: Marie Harris

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/05/2016	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt a Resolution authorizing Disbursement No. 5 from the Project Fund Escrow Account in connection with certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016, by and between Banc of America Public Capital Corp and the City of Hattiesburg.							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-464

Title

Adopt a Resolution authorizing Disbursement No. 5 from the Project Fund Escrow Account in connection with certain Equipment Lease/Purchase Agreement, dated as of February 4, 2016, by and between Banc of America Public Capital Corp and the City of Hattiesburg.

Summary

Energy Performance Disbursement No. 5

Budget Information

089603

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 Disbursement No. 5 of funds from the Escrow Account in connection with the Equipment Lease/Purchase Agreement between the City and Banc of America Public Capital Corp and an Escrow and Account Control Agreement between the City and Bank of America, N.A., as Escrow Agent, dated February 4, 2016. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING DISBURSEMENT NO. 5 FROM THE ESCROW ACCOUNT IN CONNECTION WITH THAT EQUIPMENT LEASE/PURCHASE AGREEMENT DATED FEBRUARY 4, 2016, BY AND BETWEEN THE CITY AND BANC OF AMERICA PUBLIC CAPITAL CORP AND AN ESCROW AND ACCOUNT CONTROL AGREEMENT BETWEEN THE CITY AND BANK OF AMERICA, N.A., AS ESCROW AGENT, ALL IN CONNECTION WITH THAT CERTAIN PERFORMANCE CONTRACT UNDERTAKEN PURSUANT TO THE MISSISSIPPI DEVELOPMENT AUTHORITY CAPITAL LEASE PROGRAM TO FINANCE ENERGY EFFICIENCY AND CONVERSATION EQUIPMENT FOR CERTAIN FACILITIES LOCATED THROUGHOUT THE CITY, AND RELATED MATTERS.

Whereas, on February 4, 2016 the City entered into an Equipment Lease/Purchase Agreement between Banc of America Public Capital Corp and an Escrow Control Agreement between the Bank of America, National Association, as Escrow Agent, in an amount not to exceed \$7,528,000 (the "Lease") pursuant to the terms and conditions of that certain agreement, dated as February 4, 2016, by between Banc of America Public Capital Corp and Bank of America, National Association (the "Lease").

Whereas, the City Council of the City now finds it necessary to approve Disbursement No. 5 from the Escrow Account under the Lease in the total aggregate amount of \$ 675,308.00 for the purpose of paying vendors in connection with the lease 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 Disbursement No. from the Escrow Account under the Lease in the total aggregate amount of **Six Hundred Seventy-five Thousand Three Hundred Eight dollars and no/100 Dollars (\$ 675,308.00)** for the purpose of paying vendors in connection with the Lease as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Bank of America, National Association, as the Escrow Agent, to disburse funds of Disbursement No. in the total aggregate amount **Six Hundred Seventy-five Thousand Three Hundred Eight dollars and no/100 Dollars (\$ 675,308.00)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **5th day of July, 2016.**

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **5th day of July, 2016.**

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

DISBURSEMENT OF ESCROW FUNDS REQUEST

SCHEDULE 1
to the Escrow and Account Control Agreement

FORM OF DISBURSEMENT REQUEST

Re: Equipment Lease/Purchase Agreement dated as of February 4, 2016 by and between Banc of America Public Capital Corp, as Lessor and City of Hattiesburg, Mississippi, as Lessee (the "Lease") (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow and Account Control Agreement, dated as of February 4, 2016 (the "Escrow Account and Account Control Agreement") by and among Banc of America Public Capital Corp ("Lessor"), City of Hattiesburg, Mississippi ("Lessee") and Bank of America, National Association, (the "Escrow Agent"), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Account and Account Control Agreement for the following purposes:

Disbursement Amounts:

Payee's Name and Address (if disbursement via wire, must include wire transfer instructions)	Invoice Number	Dollar Amount	Purpose
Johnson Controls, Inc. P.O. Box 730068 Dallas, TX 75373	Pay App 5	\$ 675,308.00	Energy Performance Upgrades

(i) (a) Each obligation specified in the table herein titled as "Disbursement Amounts" has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed and accepted by Lessee. Attached hereto is the original invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

Dated: July 05, 2016

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Mayor Johnny L. DuPree

Disbursement of funds from the Escrow
Account in accordance with the foregoing
Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____
Name:
Title:

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

TO OWNER: City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

PROJECT: City of Hattiesburg Energy Performance Contract
PROJECT MGR: Moore, Chip

APPLICATION NO: 5
PERIOD TO: 6/20/2016
PROJECT NO: 5PYQ-0016

Distribution to:

☒	OWNER
☐	ARCHITECT
☐	CONTRACTOR

FROM CONTRACTOR:

JOHNSON CONTROLS, INC
South Region PC Branch
3021 W. Bend Drive

REMIT TO: Johnson Controls
PO Box 730068
Dallas, TX 75373

CONTRACT FOR: Energy Performance Upgrades

CONTRACT DATE: 28-Aug-15

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that 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 all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$ 7,249,714
2. Net change by Change Orders \$ 0
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 7,249,714
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 4,435,614

5. RETAINAGE: a. 0 % of Completed Work (Column D + E on G703) \$ 0
b. 0 % of Stored Material (Column F on G703) \$ 0
Total in Column I of G703 0

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 4,435,614

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 3,760,306

8. CURRENT PAYMENT DUE \$ 675,308

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 2,814,100

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 675,308

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

Owner:

By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - A406 © 1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G703 - APPLICATION AND CERTIFICATION FOR PAYMENT - continue

THE PROJECT NO. 19700-0016

APPLICATION NO. 3

20-Jun-16

30-Jun-16

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retentions for line items may apply.

APPLICATION DATE:

PERIOD TO:

ITEM NO.	DESCRIPTION OF WORK	C	D		F	G	H	I
			SCHEDULED VALUE	WORK COMPLETED THIS PERIOD				
				FROM PREVIOUS APPLICATION (D - E)	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	BALANCE TO FINISH (G - G)	RETAINAGE (IF VARIABLE RATE)
	General Fund							
1	Lighting Upgrade	\$ 1,186,211	\$614,457	\$109,132	\$0	\$723,589	\$462,622	\$0
2	Energy Management Control System	\$ 470,334	\$243,633	\$43,271	\$0	\$286,904	\$183,430	\$0
3	Small Unitary Equipment Replacement	\$ 362,896	\$187,980	\$33,387	\$0	\$221,367	\$141,529	\$0
4	City Hall HVAC Upgrade	\$ 593,004	\$307,176	\$54,556	\$0	\$361,732	\$231,272	\$0
5	Jackie Doyle HVAC Upgrade	\$ 102,285	\$52,984	\$17,745	\$0	\$70,729	\$31,556	\$0
6	Solar Photo-Voltaic System	\$ 33,901	\$17,561	\$3,119	\$0	\$20,680	\$13,221	\$0
	Enterprise Fund							
7	Lighting Upgrade	\$ 394,328	\$204,262	\$36,278	\$0	\$240,540	\$153,788	\$0
8	Energy Management Control System	\$ 33,262	\$22,183	\$3,060	\$0	\$25,243	\$8,019	\$0
9	Boiler Replacement	\$ 144,945	\$75,082	\$13,334	\$0	\$88,416	\$56,529	\$0
10	Water Treatment Plant Control Upgrade	\$ 1,240,751	\$642,709	\$114,149	\$0	\$756,858	\$483,893	\$0
11	Lift Station Control Upgrade	\$ 1,409,975	\$730,367	\$129,718	\$0	\$860,085	\$549,890	\$0
12	Water Conservation Option	\$ 1,277,822	\$661,912	\$117,559	\$0	\$779,471	\$498,351	\$0
	GRAND TOTALS:	\$7,249,714	\$3,760,306	\$675,308	\$0	\$4,435,614	\$2,814,100	\$0

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 Disbursement No. 5 of funds from the Escrow Account in connection with the Equipment Lease/Purchase Agreement between the City and Banc of America Public Capital Corp and an Escrow and Account Control Agreement between the City and Bank of America, N.A., as Escrow Agent, dated February 4, 2016. 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 DISBURSEMENT NO. 5 FROM THE ESCROW ACCOUNT IN CONNECTION WITH THAT EQUIPMENT LEASE/PURCHASE AGREEMENT DATED FEBRUARY 4, 2016, BY AND BETWEEN THE CITY AND BANC OF AMERICA PUBLIC CAPITAL CORP AND AN ESCROW AND ACCOUNT CONTROL AGREEMENT BETWEEN THE CITY AND BANK OF AMERICA, N.A., AS ESCROW AGENT, ALL IN CONNECTION WITH THAT CERTAIN PERFORMANCE CONTRACT UNDERTAKEN PURSUANT TO THE MISSISSIPPI DEVELOPMENT AUTHORITY CAPITAL LEASE PROGRAM TO FINANCE ENERGY EFFICIENCY AND CONVERSATION EQUIPMENT FOR CERTAIN FACILITIES LOCATED THROUGHOUT THE CITY, AND RELATED MATTERS.

Whereas, on February 4, 2016 the City entered into an Equipment Lease/Purchase Agreement between Banc of America Public Capital Corp and an Escrow Control Agreement between the Bank of America, National Association, as Escrow Agent, in an amount not to exceed \$7,528,000 (the "Lease") pursuant to the terms and conditions of that certain agreement, dated as February 4, 2016, by between Banc of America Public Capital Corp and Bank of America, National Association (the "Lease").

Whereas, the City Council of the City now finds it necessary to approve Disbursement No. 5 from the Escrow Account under the Lease in the total aggregate amount of \$ **675,308.00** for the purpose of paying vendors in connection with the lease 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 Disbursement No. from the Escrow Account under the Lease in the total aggregate amount of **Six Hundred Seventy-five Thousand Three Hundred Eight dollars and no/100 Dollars (\$ 675,308.00)** for the purpose of paying vendors in connection with the Lease as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Bank of America, National Association, as the Escrow Agent, to disburse funds of Disbursement No. in the total aggregate amount **Six Hundred Seventy-five Thousand Three Hundred Eight dollars and no/100 Dollars (\$ 675,308.00)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

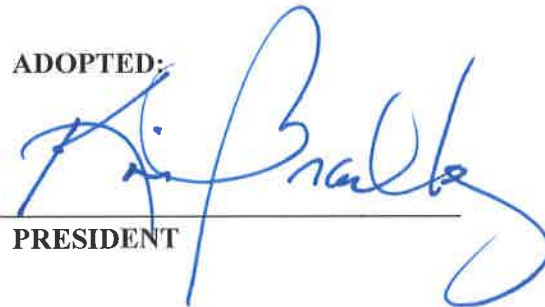
The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **5th day of July, 2016.**

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **5th day of July, 2016.**

ATTEST:


CITY CLERK

APPROVED:

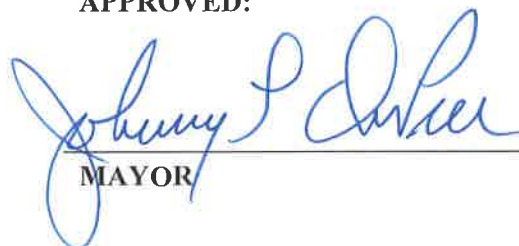

MAYOR

EXHIBIT A

DISBURSEMENT OF ESCROW FUNDS REQUEST

SCHEDULE 1
to the Escrow and Account Control Agreement

FORM OF DISBURSEMENT REQUEST

Re: Equipment Lease/Purchase Agreement dated as of February 4, 2016 by and between Banc of America Public Capital Corp, as Lessor and City of Hattiesburg, Mississippi, as Lessee (the "Lease") (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow and Account Control Agreement, dated as of February 4, 2016 (the "Escrow Account and Account Control Agreement") by and among Banc of America Public Capital Corp ("Lessor"), City of Hattiesburg, Mississippi ("Lessee") and Bank of America, National Association, (the "Escrow Agent"), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Account and Account Control Agreement for the following purposes:

Disbursement Amounts:

Payee's Name and Address (if disbursement via wire, must include wire transfer instructions)	Invoice Number	Dollar Amount	Purpose
Johnson Controls, Inc. P.O. Box 730068 Dallas, TX 75373	Pay App 5	\$ 675,308.00	Energy Performance Upgrades

(i) (a) Each obligation specified in the table herein titled as "Disbursement Amounts" has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed and accepted by Lessee. Attached hereto is the original invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

Dated: July 05, 2016

CITY OF HATTIESBURG, MISSISSIPPI

By: _____

Mayor Johnny L. DuPree

Disbursement of funds from the Escrow
Account in accordance with the foregoing
Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____

Name: _____

Title: _____

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

TO OWNER: City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

PROJECT: City of Hattiesburg Energy Performance Contract
PROJECT MGR: Moore, Chip

APPLICATION NO: 5
PERIOD TO: 6/20/2016
PROJECT NO: 5PYQ-0016

Distribution to:	
☒ OWNER	
☐ ARCHITECT	
☐ CONTRACTOR	

FROM CONTRACTOR:

JOHNSON CONTROLS, INC.
South Region PC Branch
3021 W. Bend Drive

REMIT TO: Johnson Controls
PO Box 730068
Dallas, TX 75373

CONTRACT FOR: Energy Performance Upgrades

CONTRACT DATE: 28-Aug-15

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that 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 all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$ 7,249,714
2. Net change by Change Orders	\$ 0
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 7,249,714
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 4,435,614

5. RETAINAGE:	\$ 0
a. 0 % of Completed Work (Column D + E on G703)	\$ 0
b. 0 % of Stored Material (Column F on G703)	\$ 0
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 0

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 4,435,614
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 3,760,306
8. CURRENT PAYMENT DUE	\$ 675,308
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 2,814,100

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0	\$0
Total approved this Month	\$0	\$0
TOTALS	\$0	\$0
NET CHANGES by Change Order	\$0	\$0

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 675,308

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and entire Continuation Sheet that are changed to conform with the amount certified.)

By: *David P. Moore* Date: 7-5-16

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA® - © 1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5282

CONTINUATION SHEET

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing:

Contractor's signed certification to architect and owner that the amounts requested in the statement are due to the nearest dollar.

Use Column I for Contract where variable retentions for line items may apply.

AIA DOCUMENT G703

PROJECT NO. 5770-0118

APPLICATION NO.

APPLICATION DATE:

PERIOD TO:

20-Jan-16

30-Jun-16

A	B	C	D		E		F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D+E+F)	% (G + C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D - E)							
General Fund										
1	Lighting Upgrade	\$ 1,186,211		\$614,457	\$109,132	\$0	\$723,589	61%	\$462,622	\$0
2	Energy Management Control System	\$ 470,334		\$243,653	\$43,271	\$0	\$286,904	61%	\$183,430	\$0
3	Small Unitary Equipment Replacement	\$ 362,896		\$187,980	\$33,387	\$0	\$221,367	61%	\$141,529	\$0
4	City Hall HVAC Upgrade	\$ 593,004		\$307,176	\$54,556	\$0	\$361,732	61%	\$231,272	\$0
5	Jackie Doyle HVAC Upgrade	\$ 102,285		\$52,984	\$17,745	\$0	\$70,729	69%	\$31,556	\$0
6	Solar Photo-Voltaic System	\$ 33,901		\$17,561	\$3,119	\$0	\$20,680	61%	\$13,221	\$0
Enterprise Fund										
7	Lighting Upgrade	\$ 394,328		\$204,262	\$36,278	\$0	\$240,540	61%	\$153,788	\$0
8	Energy Management Control System	\$ 33,262		\$22,183	\$3,060	\$0	\$25,243	76%	\$8,019	\$0
9	Boiler Replacement	\$ 144,945		\$75,082	\$13,334	\$0	\$88,416	61%	\$56,529	\$0
10	Water Treatment Plant Control Upgrade	\$ 1,240,751		\$642,709	\$114,149	\$0	\$756,858	61%	\$483,893	\$0
11	Lift Station Control Upgrade	\$ 1,409,975		\$730,367	\$129,718	\$0	\$860,085	61%	\$549,890	\$0
12	Water Conservation Option	\$ 1,277,822		\$661,912	\$117,559	\$0	\$779,471	61%	\$498,351	\$0
GRAND TOTALS:		\$7,249,714	\$3,760,306	\$675,308	\$0	\$4,435,614	61%	\$2,814,100	\$0	



City of Hattiesburg, MS

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

Master

File Number: 2016-465

File ID: 2016-465

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 06/28/2016

Brief Title: Project Resolution Requisition No. 52 - 2013 Bonds

Final Action: 07/05/2016

Minute Book Number: MB2016-163

Title:

Adopt a Resolution authorizing Requisition No. 52 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. 52, executed 2013 Bond Resolution No. 52 RES#2016-85

Enactment Number:

Contact:

Meeting Date: 07/05/2016

Drafter: Marie Harris

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/05/2016	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt a Resolution authorizing Requisition No. 52 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: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-465

Title

Adopt a Resolution authorizing Requisition No. 52 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. 52 - 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. 52 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. 52 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. 52 from the Project Fund Construction Account under the Loan in the total aggregate amount of \$ 91,784.30 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. 52 from the Project Fund Construction Account under the Loan in the total aggregate amount of **Ninety-one Thousand Seven Hundred Eighty-four and 30/100 Dollars (\$ 91,784.30)** 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. 52 in the total aggregate amount of **Ninety-one Thousand Seven Hundred Eighty-four and 30/100 Dollars (\$ 91,784.30)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **5th day of July, 2016.**

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **5th day of July, 2016.**

ATTEST:

APPROVED:

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.: 52

DATE OF REQUISITION: 7/5/2016

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Griner Drilling Services Inc. P.O. Drawer 825 1014 HWY 98 East Columbia, MS 39429	105695.7245.27	\$ 56,905.00	Pay App 2	1500 GPM Water Well @ Plant 1 Period: June 1 - June 30, 2016 MB 2016-54
2	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	\$ 456.29	10381885	Wastewater Treatment Task 7 DBO Model Program Development - Ph 6 Period: May 1 - May 31, 2016 MB 2014-304-306 NS 12273.001
3	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	\$ 542.43	1038185-07	Wastewater Treatment Task 7 Local Workforce Model - Ph 7 Period: May 1 - May 31, 2016 MB 2014-304-306 NS 12273.001
4	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	\$ 33,880.58	1038186-01	WWTP Land App Mgt Task 9 Acquisition Asst - Ph 1 Period: May 1 - May 31, 2016 MB 2015-218-219 NS 12273.003

\$ 91,784.30



2

Application For Payment

1. ORIGINAL CONTRACT PRICE.....	\$	\$448,000.00
2. Net change by Change Orders.....	\$	
3. Current Contract Price (Line 1 ± 2).....	\$	\$448,000.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	\$379,500.00
5. RETAINAGE:		
a. 5% X \$379,500.00 Work Completed.....	\$	\$18,975.00
b. X _____ Stored Material.....	\$	
c. Total Retainage (Line 5a + Line 5b).....	\$	\$18,975.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	\$360,525.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$303,620.00
8. AMOUNT DUE THIS APPLICATION.....	\$	\$56,905.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	\$87,475.00

The undersigned Contractor certifies that to the best of its knowledge: (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.

Collect fresh 500 Gpm water wet plant 1:4000

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): 1500 GPM Water Well at Plant No. 1				Application Number: 2							
Application Period: 06/01/2016				Application Date: 06/30/2016							
A				B	C	D	E	F			
Item		Description	Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.											
1		Test Hole (Approximately 800' Deep)	1	\$80,000.00	\$80,000.00	1	\$80,000.00		\$80,000.00	100.0%	
2		16"x12" 1500 GPM Water Well (Approximately 800' Deep)	1	\$299,500.00	\$299,500.00	1	\$299,500.00		\$299,500.00	100.0%	
3		12" Master Water Meter	1	\$2,500.00	\$2,500.00						\$2,500.00
4		Yard Piping	1	\$20,000.00	\$20,000.00						\$20,000.00
5		Electrical Work	1	\$15,000.00	\$15,000.00						\$15,000.00
6		Well Controls	1	\$30,000.00	\$30,000.00						\$30,000.00
7		Erosion Control	1	\$1,000.00	\$1,000.00						\$1,000.00
		Totals			\$448,000.00		\$379,500.00		\$379,500.00	84.71%	\$68,500.00



June 20, 2016

Project No: NS.12273.001

Invoice No: 10381885

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.001 City of Hattiesburg – General Consulting – Task #7 – WWTP Process Selection
Professional Services from May 01, 2016 to May 31, 2016

Phase 006 DBO Model Program Development

Professional Personnel

	Hours	Rate	Amount	
Administrative Secretary				
McMurtrey, Jill	1.50	54.06	81.09	
Engineer Manager				
Husman, Nathaniel	2.00	187.60	375.20	
Totals	3.50		456.29	
Total Labor				456.29

Total this Invoice \$456.29



June 20, 2016

Project No: NS.12273.003

Invoice No: 1038186-01

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.003 City of Hattiesburg – General Consulting – Task #9 – Land App Program Mgmt Services
Professional Services from May 01, 2016 to May 31, 2016

Phase 001 Acquisition Phase

Professional Personnel

	Hours	Rate	Amount	
Assistant Engineer Manager				
Jones, Chris	6.00	158.66	951.96	
Engineer Manager				
Pittman, Charles	3.00	157.01	471.03	
Senior Engineer Manager				
Essary, Michael	47.00	178.18	8,374.46	
Inspector II				
Shaffer, Gary	5.00	71.05	355.25	
Administrative Secretary				
McMurtrey, Jill	1.00	54.06	54.06	
Assistant Engineer Manager				
Jones, Chris	13.00	158.66	2,062.58	
Engineer Manager				
Granger, Brian	5.00	155.38	776.90	
Husman, Nathaniel	109.00	187.60	20,448.40	
Totals	189.00		33,494.64	
Total Labor				34,494.64

Reimbursable Expenses

Telephone Expense-Projects		86.14	
Communications		299.80	
Total Reimbursables	1.0 times	385.94	385.94

Total this Invoice \$33,880.58



June 20, 2016

Project No: NS.12273.001

Invoice No: 1038185-07

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.001 City of Hattiesburg – General Consulting – Task #7 – WWTP Process Selection
Professional Services from May 01, 2016 to May 31, 2016

Phase 007 Local Workforce Involvement Model Program

Professional Personnel

	Hours	Rate	Amount	
Administrative Secretary				
McMurtrey, Jill	1.50	54.06	81.09	
Engineer Manager				
Husman, Nathaniel	2.00	187.60	375.20	
Totals	3.50		456.29	
Total Labor				456.29

Reimbursable Expenses

Telephone Expense-Projects			86.14	
Total Reimbursables		1.0 times	86.14	86.14

Total this Invoice \$542.43



**City of Hattiesburg
2013 Sewer & Water Bond
Summary of Payments
As of June 28, 2016**

Project Name	Payments by Project This Requisition	Payments to Date from This Bond
1500 GPM Water Well @ Plant No 1	56,905.00	258,239.33
18" Sewer Trunk Lines		1,462,533.86
Clear Sewer ROW & Easements		30,022.50
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		4,096,939.46
James St Water Well # 3		629,887.99
No-Discharge Wastewater Treatment System		292,127.60
NS Task 10 South Lagoon Sampling		43,676.87
NS Task 7 Wastewater Treatment Phase A	998.72	3,272,829.24
NS Task 7 WWTP Phase B Final Design		2,728,989.81
NS Task 8 WWTP Access Road & Site Design2		265,151.26
NS Task 9 WWTP Land Application Mgt	33,880.58	140,953.95
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		2,619,279.89
Sewer Rate Study 2016		22,801.20
Veteran's Blvd Water Connector		1,555,895.52
Water Improvements Ph I		115,051.65
Water Improvements Ph II		220,139.33
Water Improvements Ph III		1,289,383.26
Water Improvements Ph IV		105,115.00
Water Improvements Ph V		46,697.50
Water Line Old 98 & Runnels Rd		281,415.35
Water Rate Study 2016		22,106.00
Wesley Water Well # 2		19,115.00
WTP #2 Filter #6 Repairs		110,863.40
Grand Total	91,784.30	20,901,496.61

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. **52** 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. 52 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. **52** from the Project Fund Construction Account under the Loan in the total aggregate amount of \$ **91,784.30** 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. **52** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Ninety-one Thousand Seven Hundred Eighty-four and 30/100 Dollars (\$ 91,784.30)** 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. **52** in the total aggregate amount of **Ninety-one Thousand Seven Hundred Eighty-four and 30/100 Dollars (\$ 91,784.30)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

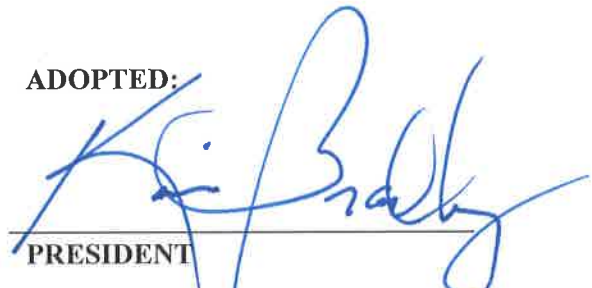
The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **5th day of July, 2016.**

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **5th day of July, 2016.**

ATTEST:


CITY CLERK

APPROVED:

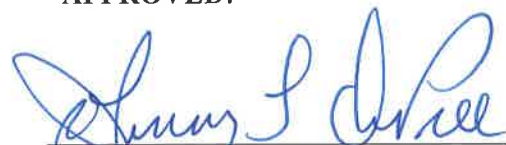

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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.: 52

DATE OF REQUISITION: 7/5/2016

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Griner Drilling Services Inc. P.O. Drawer 825 1014 HWY 98 East Columbia, MS 39429	105695.7245.27	\$ 56,905.00	Pay App 2	1500 GPM Water Well @ Plant 1 Period: June 1 - June 30, 2016 MB 2016-54
2	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	\$ 456.29	10381885	Wastewater Treatment Task 7 DBO Model Program Development - Ph 6 Period: May 1 - May 31, 2016 MB 2014-304-306 NS 12273.001
3	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	\$ 542.43	1038185-07	Wastewater Treatment Task 7 Local Workforce Model - Ph 7 Period: May 1 - May 31, 2016 MB 2014-304-306 NS 12273.001
4	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	\$ 33,880.58	1038186-01	WWTP Land App Mgt Task 9 Acquisition Asst - Ph 1 Period: May 1 - May 31, 2016 MB 2015-218-219 NS 12273.003

\$ 91,784.30



Contractor's Application for Payment No. 2

Application Period: 06/01/2016		Application Date: 06/30/2016	
To: (Owner)	City of Hattiesburg (006003)	From: (Contractor)	Griner Drilling Service, Inc. P.O. Drawer 825, 1014 Highway 98 East Columbia, MS 39429
Project:	1500 GPM Water Well	Contract:	1500 GPM Water Well at Plant No. 1
Owner's Project No.:	N/A	Contractor's Project No.:	2016M1002
		Engineer Project No.:	N/A

Application For Payment Change Order Summary

Approved Change Orders	Number	Additions	Deductions
1. ORIGINAL CONTRACT PRICE			\$ \$448,000.00
2. Net change by Change Orders			\$
3. Current Contract Price (Line 1 ± 2)			\$ \$448,000.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)			\$ \$379,500.00
5. RETAINAGE:			
a. 5% X \$379,500.00 Work Completed			\$ \$18,975.00
b. X Stored Material			\$
c. Total Retainage (Line 5a + Line 5b)			\$ \$18,975.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)			\$ \$360,525.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)			\$ \$303,620.00
8. AMOUNT DUE THIS APPLICATION			\$ \$56,905.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)			\$ \$87,475.00
TOTALS			
NET CHANGE BY			
CHANGE ORDERS			

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (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:

06/30/2016

Payment of:

\$ \$56,905.00

(Line 8 or other - attach explanation of the other amount)

is recommended by:

(Engineer)

Payment of:

\$ \$56,905.00

(Line 8 or other - attach explanation of the other amount)

is approved by:

(Owner)

Approved by:

Funding Agency (if applicable)

(Date)

Contract Proj. 1500 GPM Water Well at Plant 1 Account

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): 1500 GPM Water Well at Plant No. 1			Application Number: 2							
Application Period: 06/01/2016			Application Date: 06/30/2016							
A			B	C	D	E	F			
Bid Item No.	Item Description	Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
1	Test Hole (Approximately 800' Deep)	1	\$80,000.00	\$80,000.00	1	\$80,000.00		\$80,000.00	100.0%	
2	16"x12" 1500 GPM Water Well (Approximately 800' Deep)	1	\$299,500.00	\$299,500.00	1	\$299,500.00		\$299,500.00	100.0%	
3	12" Master Water Meter	1	\$2,500.00	\$2,500.00						\$2,500.00
4	Yard Piping	1	\$20,000.00	\$20,000.00						\$20,000.00
5	Electrical Work	1	\$15,000.00	\$15,000.00						\$15,000.00
6	Well Controls	1	\$30,000.00	\$30,000.00						\$30,000.00
7	Erosion Control	1	\$1,000.00	\$1,000.00						\$1,000.00



June 20, 2016

Project No: NS.12273.001

Invoice No: 10381885

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.001 City of Hattiesburg – General Consulting – Task #7 – WWTP Process Selection
Professional Services from May 01, 2016 to May 31, 2016

Phase 006 DBO Model Program Development

Professional Personnel

	Hours	Rate	Amount	
Administrative Secretary				
McMurtrey, Jill	1.50	54.06	81.09	
Engineer Manager				
Husman, Nathaniel	2.00	187.60	375.20	
Totals	3.50		456.29	
Total Labor				456.29

Total this Invoice \$456.29



June 20, 2016

Project No: NS.12273.003

Invoice No: 1038186-01

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.003 City of Hattiesburg – General Consulting – Task #9 – Land App Program Mgmt Services
Professional Services from May 01, 2016 to May 31, 2016

Phase 001 Acquisition Phase

Professional Personnel

	Hours	Rate	Amount	
Assistant Engineer Manager				
Jones, Chris	6.00	158.66	951.96	
Engineer Manager				
Pittman, Charles	3.00	157.01	471.03	
Senior Engineer Manager				
Essary, Michael	47.00	178.18	8,374.46	
Inspector II				
Shaffer, Gary	5.00	71.05	355.25	
Administrative Secretary				
McMurtrey, Jill	1.00	54.06	54.06	
Assistant Engineer Manager				
Jones, Chris	13.00	158.66	2,062.58	
Engineer Manager				
Granger, Brian	5.00	155.38	776.90	
Husman, Nathaniel	109.00	187.60	20,448.40	
Totals	189.00		33,494.64	
Total Labor				34,494.64

Reimbursable Expenses

Telephone Expense-Projects			86.14	
Communications			299.80	
Total Reimbursables	1.0 times		385.94	385.94

Total this Invoice \$33,880.58



June 20, 2016

Project No: NS.12273.001

Invoice No: 1038185-07

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.001 City of Hattiesburg – General Consulting – Task #7 – WWTP Process Selection
Professional Services from May 01, 2016 to May 31, 2016

Phase 007 Local Workforce Involvement Model Program

Professional Personnel

	Hours	Rate	Amount	
Administrative Secretary				
McMurtrey, Jill	1.50	54.06	81.09	
Engineer Manager				
Husman, Nathaniel	2.00	187.60	375.20	
Totals	3.50		456.29	
Total Labor				456.29

Reimbursable Expenses

Telephone Expense-Projects			86.14	
Total Reimbursables		1.0 times	86.14	86.14

Total this Invoice \$542.43



**City of Hattiesburg
2013 Sewer & Water Bond
Summary of Payments
As of June 28, 2016**

Project Name	Payments by Project This Requisition	Payments to Date from This Bond
1500 GPM Water Well @ Plant No 1	56,905.00	258,239.33
18" Sewer Trunk Lines		1,462,533.86
Clear Sewer ROW & Easements		30,022.50
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		4,096,939.46
James St Water Well # 3		629,887.99
No-Discharge Wastewater Treatment System		292,127.60
NS Task 10 South Lagoon Sampling		43,676.87
NS Task 7 Wastewater Treatment Phase A	998.72	3,272,829.24
NS Task 7 WWTP Phase B Final Design		2,728,989.81
NS Task 8 WWTP Access Road & Site Design2		265,151.26
NS Task 9 WWTP Land Application Mgt	33,880.58	140,953.95
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		2,619,279.89
Sewer Rate Study 2016		22,801.20
Veteran's Blvd Water Connector		1,555,895.52
Water Improvements Ph I		115,051.65
Water Improvements Ph II		220,139.33
Water Improvements Ph III		1,289,383.26
Water Improvements Ph IV		105,115.00
Water Improvements Ph V		46,697.50
Water Line Old 98 & Runnels Rd		281,415.35
Water Rate Study 2016		22,106.00
Wesley Water Well # 2		19,115.00
WTP #2 Filter #6 Repairs		110,863.40
Grand Total	91,784.30	20,901,496.61

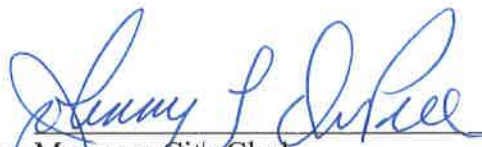
Hattiesburg, Mississippi does hereby certify to Hancock Bank, as trustee in respect to the referenced Bonds (the Trustee”):

- (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: 2016-2754

File ID: 2016-2754

Type: Ordinance

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/21/2016

Brief Title: Portion Davis Street- Street Closing

Final Action: 07/05/2016

Minute Book Number: MB2016-163

Title: Adopt an Ordinance for the petition filed by Austin Lovitt, Neel-Schaffer, Representative, on behalf of Hattiesburg Public Schools, to close but not vacate a portion of the street known as Davis Street.
The Planning Commission recommended to APPROVE on June 15, 2016.

Notes:

Sponsors:

Enactment Date:

Attachments: June PC Minutes 1, Image Sheet - Davis Street (Street Closure), Staff Summary Davis Street (Street Closure), Application Summary-Portion of Davis Street, Proposed Site Plan- Portion of Davis, Ordinance - Davis Street - Close but not Vacate, executed Ordinance - Davis Street - Close but not Vacate ORD#3201

Enactment Number:

Contact:

Meeting Date: 07/05/2016

Drafter: Jeremy McNeil

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/05/2016	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt an Ordinance (#3201) for the petition filed by Austin Lovitt, Neel-Schaffer, Representative, on behalf of Hattiesburg Public Schools, to close but not vacate a portion of the street known as Davis Street. The Planning Commission recommended to APPROVE on June 15, 2016. Following discussion, the Motion received the affirmative vote of the Council as follows: Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2016-2754

Title

Adopt an Ordinance for the petition filed by Austin Lovitt, Neel-Schaffer, Representative, on behalf of Hattiesburg Public Schools, to close but not vacate a portion of the street known as Davis Street. The Planning Commission recommended to APPROVE on June 15, 2016.

Summary

Portion of Davis Street - Close but not Vacate

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**MINUTES OF THE
SPECIAL CALLED MEETING OF THE
HATTIESBURG PLANNING COMMISSION
June 15, 2016**

The Hattiesburg Planning Commission did meet in a Special Called session on June 15, 2016 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi due to lack of a quorum at the regularly scheduled session on June 1, 2015. Joseph White, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Dick Conville
Peggy Horton, Secretary
Don McCleskey
Mark Miller
Joseph White, Chairman
Jessie Wilson

Commissioners Absent: Judy Corts
Eric Martin
Linda McMurtrey, Vice-Chairman
Sandra Thompson

Also Present: Pattie Brantley, AICP, Director of Urban Development
Ginger Maddox, Planning Division Manager
Jeremy McNeil, Planner
Steve Mitchell, Building Official
Melinda Green, Administrative Assistant, Department of Urban Development

Chairman White declared the meeting of the Hattiesburg Planning Commission open and in session at 1:03 P.M.

INVOCATION

Commissioner Conville asked for a moment of silence for the victims of the shooting in Orlando, Florida, the LGBTQ Community, and for members of the Muslim community.

AGENDA REVIEW

There came the matter of the June 2016 Agenda. A request was made by Chairman White for a motion to approve the June 2016 Agenda. A motion was made to approve by Commissioner Conville and seconded by Commissioner Miller.

Commissioners voting aye: Dick Conville
Peggy Horton, Secretary
Don McCleskey
Mark Miller
Jessie Wilson

Commissioners voting nay: None

MINUTES REVIEW

There came the matter of the May 12, 2016 Minutes. A request was made by Chairman White for a motion to Approve the May 12, 2016 Minutes. A motion was made by Commissioner Horton to approve the minutes and seconded by Commissioner Wilson.

Commissioners voting aye: Dick Conville
Peggy Horton, Secretary
Don McCleskey
Mark Miller
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

BUILDING REPORT

There came the matter of the Building Inspection Report provided to the commission of monthly and YTD Permit information for May by Steve Mitchell, Building Official.

PLANNING REPORT

There came the matter of the Planning Report. Ginger Maddox, Planning Division Manager, informed the Commission of the City Council approval of the one item heard at the previous Planning Commission: Kerri Mauldin, Use Permit Upon Review, PPIN 5324.

CHAIRMAN’S REPORT

There came the matter of the Chairman’s Report. There was none.

PUBLIC HEARING

Chairman White declared the Public Hearing open at 1:08 P.M. and read the rules and procedures of the hearing.

There came the matter of Item A (Use Permit Upon Review), by Kimble Allen, Representative, New Covenant Baptist Church, Owner, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, to request a Use Permit Upon Review for a “Church” as provided in Article 4, Section 52.03 (10) for certain property located at 34 Golf Course Road (Parcel 2-0250-36-006.1, PPIN 45226, Ward 1).

	Name	Address	City/State
<u>Presented by:</u>	Kimble Allen	113 Tanglewood Dr.	Hattiesburg, MS
	- Representative, Senior Pastor, New Covenant Baptist Church		
<u>Proponents:</u>	HC Johnson	297 Mary Magdalene Rd.	Hattiesburg, MS
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner McCleskey made a motion to approve the application for a use permit upon review because there is need to reinforce Hattiesburg’s quality of life, preserve neighborhood identity, and boost community pride. The motion was seconded by Commissioner Horton.

Commissioners voting aye: Dick Conville
Peggy Horton, Secretary
Don McCleskey
Mark Miller
Jessie Wilson

Commissioners voting nay: None

There came the matter of Item B (Variance), Regina Lee, Owner, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, to request a variance from Article 5, Section 84.01 (2) which states fences which allow for visibility in residential districts may be four (4) feet high in the front of the front building line and instead allow a total of six (6) feet for a variance of two (2) feet for certain property located at 79 J Ed Turner Drive (Parcel 052A-03-004.049, PPIN 36034, Ward 1).

	Name	Address	City/State
<u>Presented by:</u>	Marcell Lee - Owner	114 Meadowbrook Drive	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Miller made a motion to deny the application for a variance because special conditions and circumstances do not exist which are peculiar to the land structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district. The motion was seconded by Commissioner Conville.

Commissioners voting aye: Dick Conville
Peggy Horton, Secretary
Don McCleskey
Mark Miller

Commissioners voting nay: None

Commissioners voting abstaining: Jessie Wilson

There came the matter of Item C (Use Permit Upon Review) filed by Darlene Thomas, Image Signs & Neon Inc., Representative, on behalf of Chad Smith, Owner, Smith Brothers Collision Center as required in the Comprehensive Zoning Ordinance No. 2330, as amended, to request a variance from Article 4, Section 95.10.2 (A)(a) which states only one (1) free standing sign per lot when the lot street frontage is less than five hundred (500) feet and instead allow two (2) free-standing signs per lot with a lot street frontage of three hundred four (304) feet for a variance of one (1) free standing sign for certain property located at 32 King Road (Parcel 052N-09-021.000, PPIN 26693, Ward 3).

Due to the absence of the applicant the item was tabled.

There came the matter of Item D (Street Closing), filed by Austin Lovitt, Neel-Schaffer, Representative, on behalf of Hattiesburg Public Schools, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, to close but not vacate a portion of the street known as Davis Street.

	Name	Address	City/State
<u>Presented by:</u>	Austin Lovitt	89 Waverly Circle	Hattiesburg, MS
	- Representative, Neel-Schaffer		
<u>Proponents:</u>	Alan Oubre	301 Mamie Street	Hattiesburg, MS
	- Representative, Hattiesburg Public Schools		
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner McCleskey made a motion to approve to close but not vacate a portion of Davis Street. The motion was seconded by Commissioner Conville.

Commissioners voting aye: Dick Conville
Peggy Horton, Secretary
Don McCleskey
Jessie Wilson

Commissioners voting nay: None

Commissioners voting abstaining: Mark Miller

BUSINESS MEETING

There being no further business, the meeting was adjourned at 1:52 P.M.

Joe White, Chairman

Pattie Brantley, AICP, Director of Urban Development.

SUBJECT PARCEL:

Davis Street

Austin Lovitt, Neel-Schaffer, Representative, on behalf of
Hattiesburg Public Schools

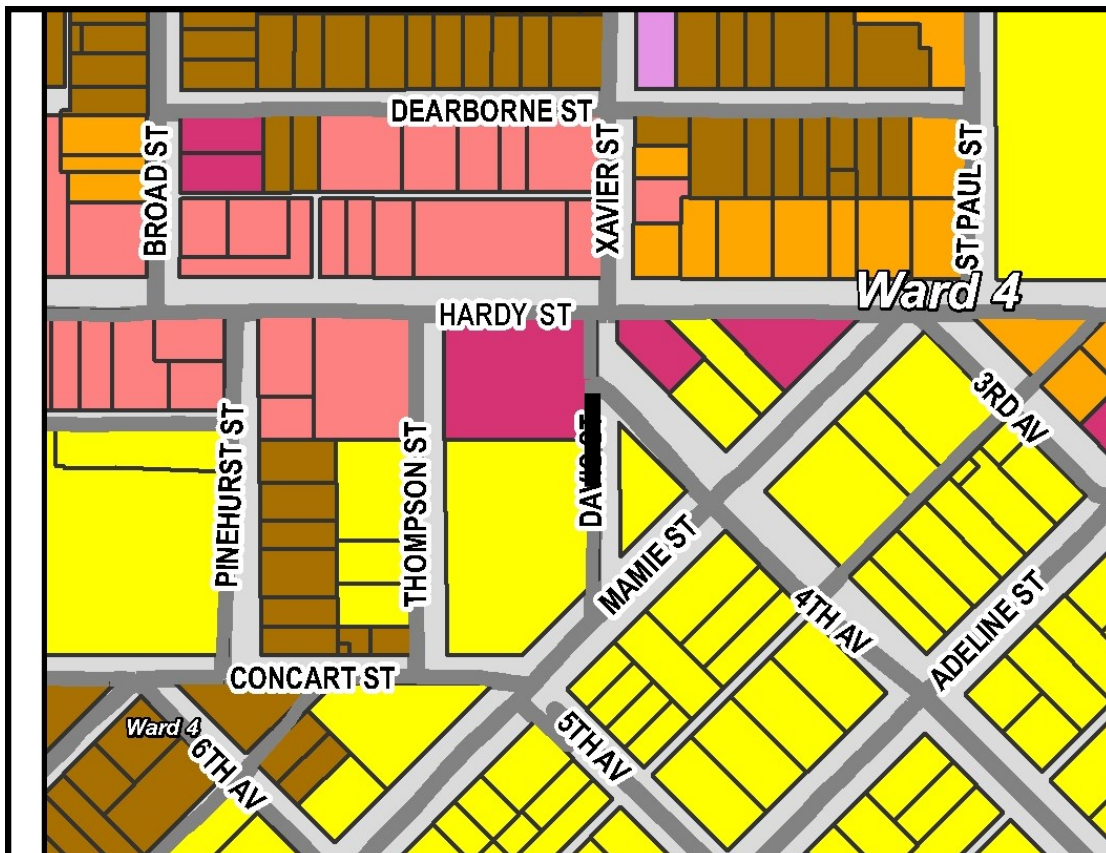
The applicant requests to close but not vacate a portion of the street known as Davis Street.



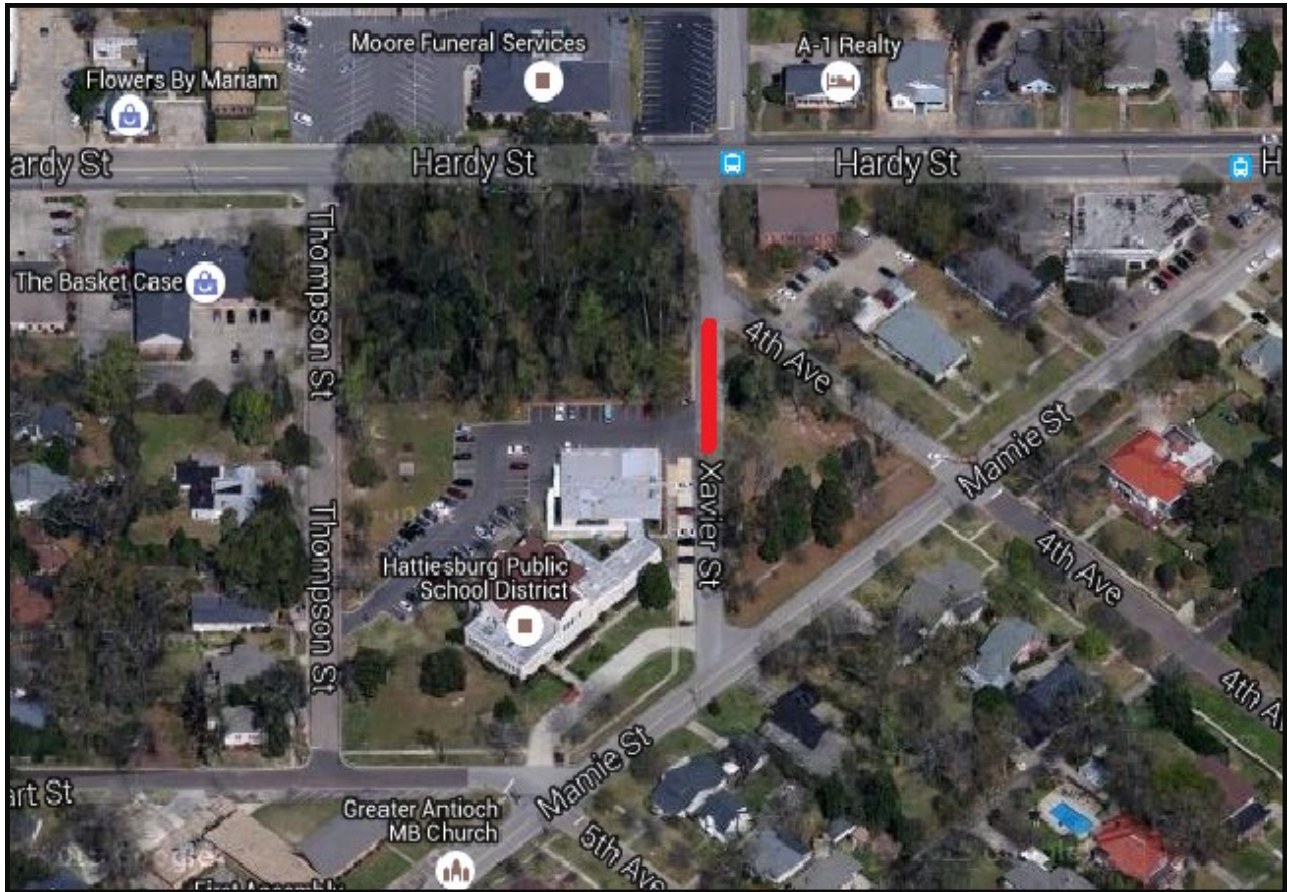
Vicinity Map—Ward 4



Surrounding Zoning



Site Aerial



SURROUNDING AREA

**Northern Direction: B-1
(Professional Business) District/
Commercial**



**Southern Direction: R-1A (Single-Family Residential) District/
Residential**



**Eastern Direction: R-1A (Single-Family Residential) District /
Undeveloped**

Western Direction: R-1A (Single-Family Residential) District/ Hattiesburg Public School District & B-1 (Professional Business) District/ Undeveloped





**Planning Commission
Case Fact Sheet**

Property Representative: Austin Lovitt, Neel-Schaffer
Property Applicant: Hattiesburg Public Schools

Address of Property:	Tax Parcels/Ward:	PPIN:	Ward:
Davis Street	N/A	N/A	4

Request: **Street Closure**

Purpose of Request: To consider to close but not vacate a portion of the street known as Davis Street.

Applicant Summary: See Attached

Applicable Regulations:
SECTION 13 **VACATION OF PUBLIC EASEMENTS AND/OR RIGHT-OF-WAY**

13.01 Whenever any street, alley or other public easement is vacated, the district classifications of the property to which the vacated portions of land accrued shall become the classification of the vacated land.

Surrounding Land Use and Zoning:

North: B-1 (Professional Business) District/Commercial
South: R-1A (Single-Family Residential) District/ Residential
East: R-1A (Single-Family Residential) District / Undeveloped
West: R-1A (Single-Family Residential) District/ Hattiesburg Public School District & B-1 (Professional Business) District/ Undeveloped

Most Nearly Bounded By (streets): The subject street is assessable from the North by Hardy Street, and South by Mamie Street and 4th Avenue.

Item: D
Portion of the Street Known as Davis Street
Request to **Close but Not Vacate**

**Letters or
Concerns stated:**

The Planning Division Office has not received any letters or other written communications relative to this case, as of May 16, 2016.

Responses have not been received from all utility companies and City departments. Additional responses not included in this report will be presented at the Planning Commission Meeting on June 1, 2016.

Comments:

Applicant proposes to close a portion of Davis Street to connect two adjacent properties and redevelop as a public park. The Right of Way will not be vacated so the city will retain ownership of the property including underground utilities.

Options:

Recommend approval or denial of the requested **Street Closure** to close but not vacate a portion of the street known as Davis Street.

Street or Alley Closing, Vacating, Naming or Renaming Information (3 pages)

1. Please indicate specific request(s): ☒ Street ☐ Alley
☒ Closing ☒ Vacating ☐ Naming ☐ Re-Naming

2. Current name of street/alley to be closed, vacated, named or re-named:

Davis St.

3. Names of all intersecting or bounding streets and/or alleys:

Hardy St., 4th Avenue, Mamie St.

201 Mamie St

4. Tax Block(s) and Lot(s) involved in closing request:

201 Mamie St.

800 Block of Hardy St.

5. Describe existing development on property adjacent to the street/alley (i.e.: type of land uses, number of occupied dwelling units, business, height of buildings, etc.) And surrounding property within 400 feet.

Type of Land Use of adjacent development	Number of each Type adjacent to development	Maximum height of buildings (stories)	Number of properties immediately affected by change	Number of additional properties within 400 feet
Businesses	1	2 story / 24'	0	1
Residences	0	NA	0	0
Apartments	0	NA	0	0
Churches/Schools	1	2 stories / 24'	1	0

Any additional Information: We are applying to shut down Davis St. from the intersection of 4th Ave. to the entrance to HPSD Main Office parking lot.

5. Describe the effect the proposed change will have on existing development and the transportation system within the affected area.

Closing Davis St. will divert traffic coming from the North to 4th Ave. It will reduce traffic along Davis St. beside the HPSD Main Offices. It will provide a private drive for access to HPSD Main Office Parking.

6. Have applications for zoning, variance, building permit, or other applications been filed?

_____ Yes ☒ No

If yes, provide reference numbers and dates: _____

7. Acknowledgment of property owners adjacent to the street/alley renaming. Include all names and addresses and a legal opinion or affidavit attesting to the signatures of all owners of record. The affidavit must be sworn to before a notary public or other appropriate official.

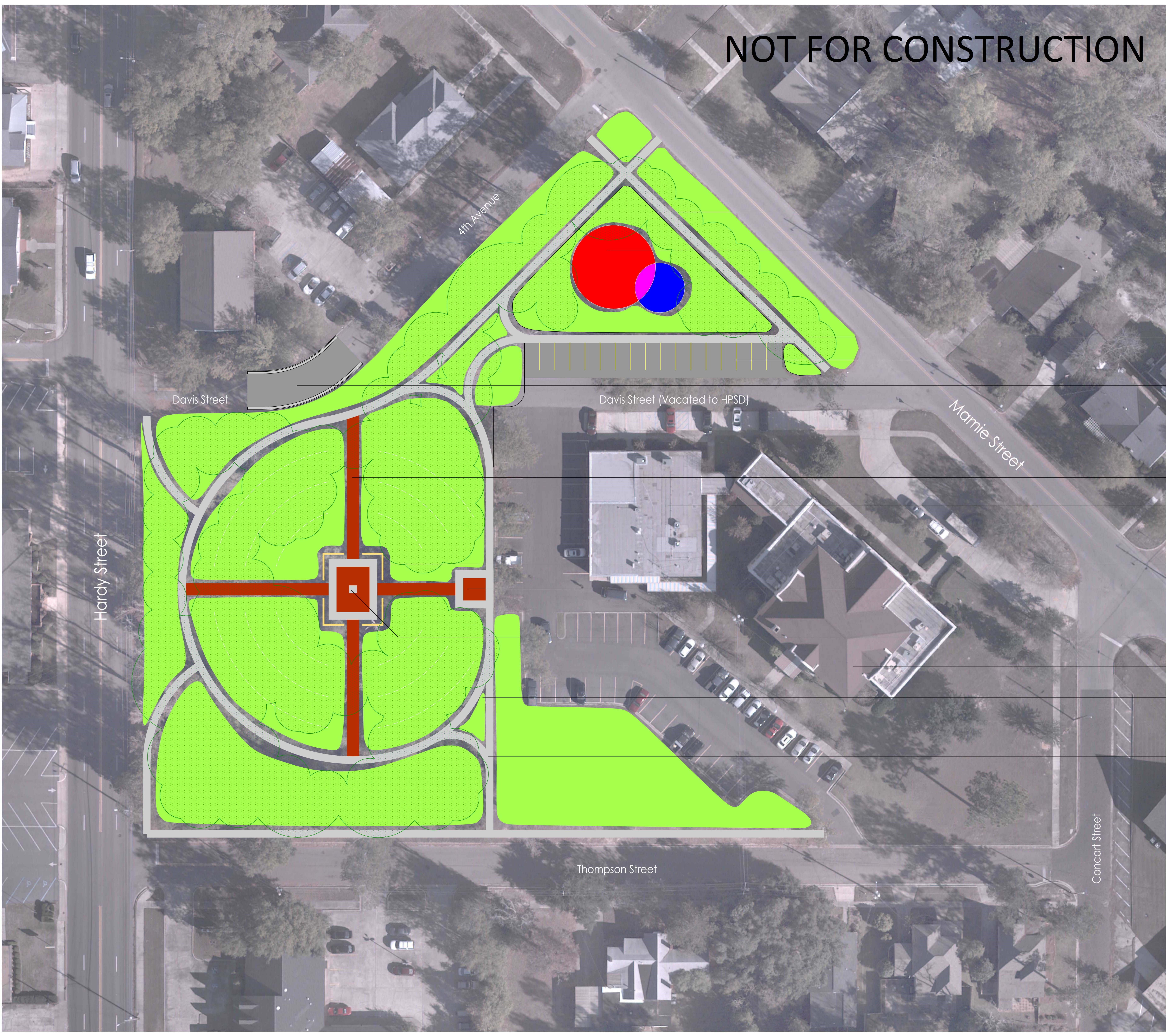
(Sample form attached)

Obtain from the City's Engineering Department the legal description of the street/alley or portion thereof to be closed, vacated, named or re-named (need electronic copy)

**ATTACH SAMPLE STREET / ALLEY Acknowledgement of Affected residents/business
As PAGE 3**

NOT FOR CONSTRUCTION

North
SCALE : 1" = 20'-0"



Repair existing sidewalk
as needed

Play Area

New sidewalk

Additional parking

Close a portion of Davis Street
(Divert traffic to 4th Avenue)

Brick walkways

HPSD Board Room

Wall of Honor

Focal Point (Monument,
Gazebo, Fountain, etc.)

Seating Area

HPSD Offices

Lighting assembly

New sidewalk

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

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

INDEXING INSTRUCTIONS:

**ORDINANCE NUMBER _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI**

AN ORDINANCE CLOSING, BUT NOT VACATING, A PORTION OF DAVIS STREET.

WHEREAS, that portion of Davis Street, as indicated on attached drawing presently lying between 4th Avenue and Mamie Street, is also a public street located in the City of Hattiesburg, Forrest County, Mississippi; and

WHEREAS, all of the owners of property adjacent to this property have consented to the closing of this portion of Davis Street, subject to the waiting period of thirty (30) days from the date of publication of this ordinance; and

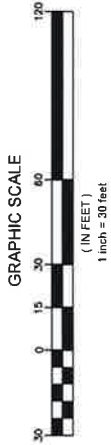
WHEREAS, the Mayor and City Council do now find, determine and adjudge that it would be in the best interest of the City of Hattiesburg, that said portion of a street be closed.

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

SECTION 1. A portion of Davis Street located in the City of Hattiesburg, Forrest County, Mississippi, and being more particularly described as follows:

Request to close the road surface improvements on a portion of Davis Street within the right-of-way described but retain ownership as Public Property, more particularly described as follows: Commence at the Northeast corner of Lot 1, Block "F", of Hardy Subdivision of Blocks F and G of the Kamper Survey of Hattiesburg, and thence run South along the West Right-of-Way of Davis Street for 94 feet to and for the Point-of-Beginning, thence Continue South along said West Right-of-Way for 131 feet to a point on the East line of Lot 3 of said block "F", said point being 25 feet South of the Northeast corner of said Lot 3, thence run East 40 feet, more or less, to the East Right-of-Way of Davis Street, thence run North along said East Right-of-Way and the extension thereof for 92 feet,

MAYOR

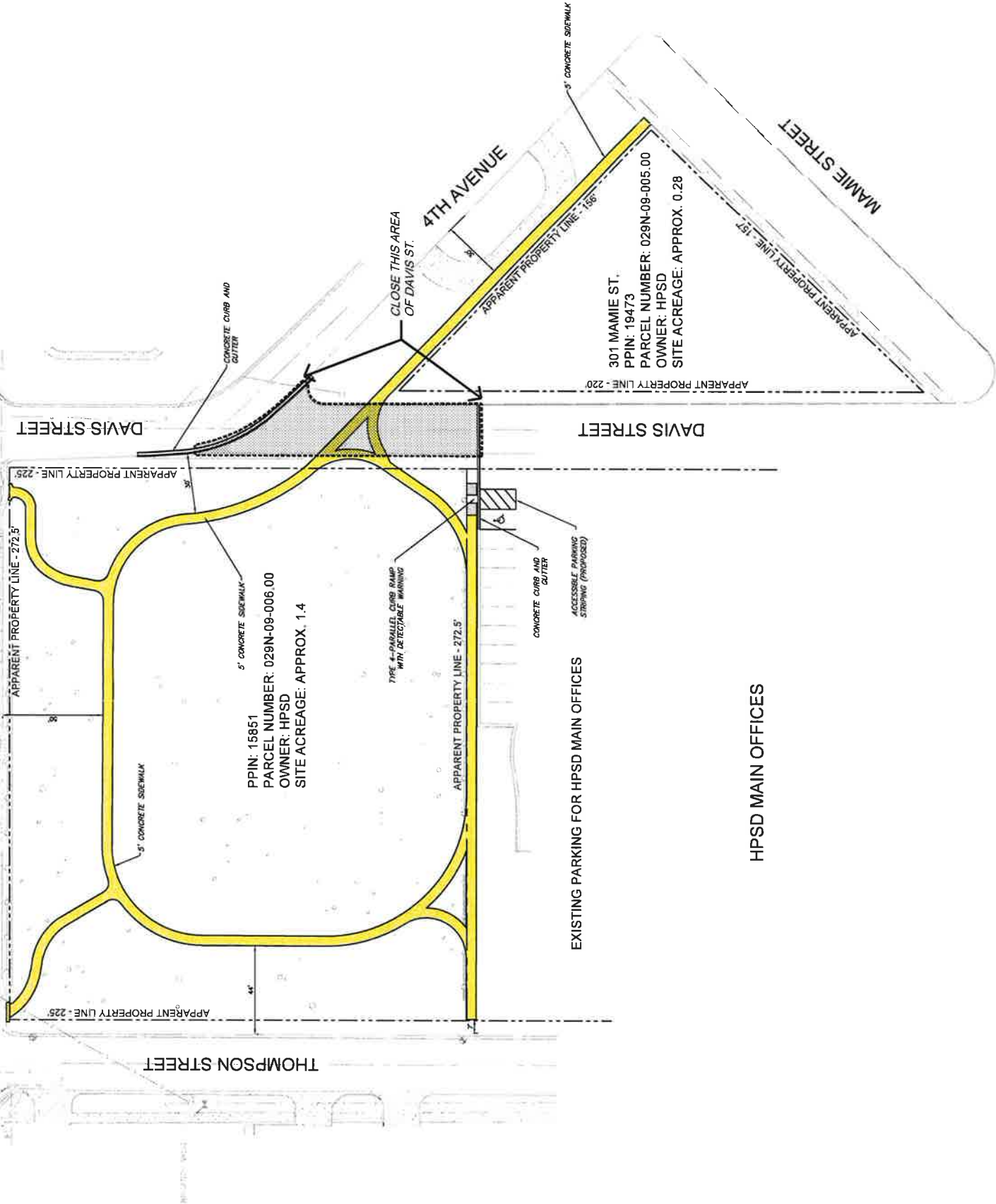


HARDY STREET

DAVIS STREET

4TH AVENUE

MAMIE STREET



PPIN: 15851
PARCEL NUMBER: 029N-09-006.00
OWNER: HPD
SITE ACREAGE: APPROX. 1.4

301 MAMIE ST.
PPIN: 19473
PARCEL NUMBER: 029N-09-005.00
OWNER: HPD
SITE ACREAGE: APPROX. 0.28

EXISTING PARKING FOR HPD MAIN OFFICES

HPD MAIN OFFICES

NOTICE TO DRAWING HOLDER

NEEL-SCHAFER, INC., HEREAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. THE ENGINEER SHALL BE RESPONSIBLE FOR THE VERIFICATION OF THE DATA AND INFORMATION PROVIDED TO THE ENGINEER BY THE USER. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE USER'S SOLE RISK AND THE USER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS

NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.:	12941.00
FILENAME:	12941_MASTER.DWG
SCALE:	1"=30'
SURVEYED BY:	ANDREWS ENGINEERING
DGN:	DAL
DATE:	02/2016
DRWN:	DAL
DATE:	02/2016
CHKD:	-
DATE:	-
QA/QC:	-
DATE:	-

CENTRAL OFFICE PARK
HATTIESBURG PUBLIC SCHOOL DISTRICT
HATTIESBURG, MS



SITE PLAN

WORKING NUMBER:	PLN-1
DRAWING NUMBER:	X

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER 3201
OF THE
CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE CLOSING, BUT NOT VACATING, A PORTION OF DAVIS STREET.

WHEREAS, that portion of Davis Street, as indicated on attached drawing presently lying between 4th Avenue and Mamie Street, is also a public street located in the City of Hattiesburg, Forrest County, Mississippi; and

WHEREAS, all of the owners of property adjacent to this property have consented to the closing of this portion of Davis Street, subject to the waiting period of thirty (30) days from the date of publication of this ordinance; and

WHEREAS, the Mayor and City Council do now find, determine and adjudge that it would be in the best interest of the City of Hattiesburg, that said portion of a street be closed.

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

SECTION 1. A portion of Davis Street located in the City of Hattiesburg, Forrest County, Mississippi, and being more particularly described as follows:

Request to close the road surface improvements on a portion of Davis Street within the right-of-way described but retain ownership as Public Property, more particularly described as follows: Commence at the Northeast corner of Lot 1, Block "F", of Hardy Subdivision of Blocks F and G of the Kamper Survey of Hattiesburg, and thence run South along the West Right-of-Way of Davis Street for 94 feet to and for the Point-of-Beginning, thence Continue South along said West Right-of-Way for 131 feet to a point on the East line of Lot 3 of said block "F", said point being 25 feet South of the Northeast corner of said Lot 3, thence run East 40 feet, more or less, to the East Right-of-Way of Davis Street, thence run North along said East Right-of-Way and the extension thereof for 92 feet,

more or less, to the Southern edge of pavement of 4th Avenue, thence run Northwesterly along an extension of the Southern edge of pavement of 4th Avenue for 56 feet, more or less, back to the Point-of-Beginning. The above described closure contains 0.10 acres, more or less.

as now located and the same is hereby closed.

SECTION 2. That the Engineering department of the City of Hattiesburg shall, on the effective date of this Ordinance, proceed to make all necessary changes on City records and maps closing the above by this Ordinance.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

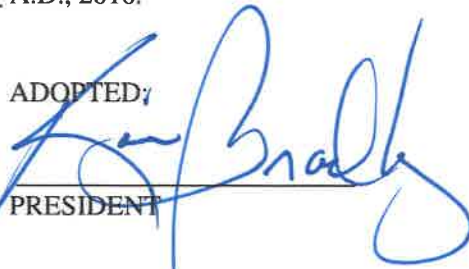
THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 5th day of July A.D., 2016.

(S E A L)

ATTEST:


CLERK OF COUNCIL

ADOPTED:

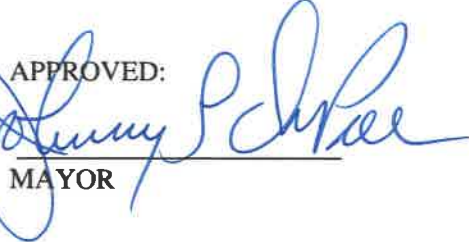

PRESIDENT

THE above foregoing Ordinance having been submitted to and approved by the Mayor, this the 5th day of July A.D., 2016.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



AL NEEL-SCHAFFER Solutions you can build upon				SITE PLAN				DRAWING NUMBER: PLN-1		DRAWING NUMBER: X	
CENTRAL OFFICE PARK HATTIESBURG PUBLIC SCHOOL DISTRICT HATTIESBURG, MS											
REVISIONS				DRAINAGE INFORMATION							
NO.		DATE		BY		DESCRIPTION		AL-5 PROJECT INT: 12341.00			
								FILENAME: 12344.DRAINAGE.DWG			
								SCALE: 1"=30'			
								DESIGN DATE: 02/22/2016			
								DESIGN BY: J. SMITH			
								CHECKED BY: J. SMITH			
								DATE: 02/22/2016			
								DATE: 02/22/2016			
								DATE: 02/22/2016			
NOTICE TO DRAINAGE ADJUSTER NEEL-SCHAFFER, INC. HEREBY/AFRTER REFERRED, TO AS THE DRAINAGE ADJUSTER HAS PREPARED AND SUBMITTED THIS DRAINAGE TO THE HATTIESBURG PUBLIC SCHOOL DISTRICT FOR REVIEW AND APPROVAL. THIS DRAINAGE IS NOT TO BE USED ON OTHER SITES OF THIS PROJECT OR ANY OTHER PROJECT. ANY REUSE OF THE DRAINAGE, WITHOUT A WRITTEN PERMISSION FROM NEEL-SCHAFFER, INC. WILL BE AT THE ADJUSTER'S SOLE RISK AND THE ADJUSTER SHALL INDEMNIFY AND HOLD NEEL-SCHAFFER, INC. HARMLESS FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING THEREFROM.											



City of Hattiesburg, MS

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

Master

File Number: 2016-2752

File ID: 2016-2752

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 06/21/2016

Brief Title: 34 Golf Course Road - Use Permit Upon Review

Final Action: 07/05/2016

Minute Book Number: MB2016-164

Title: APPROVE or DENY a petition filed by Kimble Allen, Representative, New Covenant Baptist Church, Owner, to request a Use Permit Upon Review for a "Church" as provided in Article 4, Section 52.03 (10) for certain property located at 34 Golf Course Road (Parcel 2-0250-36-006.1, PPIN 45226, Ward 1). The Planning Commission recommended to APPROVE on June 15, 2016.

Notes:

Sponsors:

Enactment Date:

Attachments: June PC Minutes 1, Image Sheet- 34 Golf Course Road, Application Summary- 34 Golf Course Road, Staff Summary -34 Golf Course Road, Proposed Site Plan- 34 Golf Course

Enactment Number:

Contact:

Meeting Date: 07/05/2016

Drafter: Jeremy McNeil

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/05/2016	Approve				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to APPROVE a petition filed by Kimble Allen, Representative, New Covenant Baptist Church, Owner, to request a Use Permit Upon Review for a "Church" as provided in Article 4, Section 52.03 (10) for certain property located at 34 Golf Course Road (Parcel 2-0250-36-006.1, PPIN 45226, Ward 1). The Planning Commission recommended to APPROVE on June 15, 2016.							
Council President Bradley welcomed Pastor Kimble Allen and his wife.							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2016-2752

Title

APPROVE or DENY a petition filed by Kimble Allen, Representative, New Covenant Baptist Church, Owner, to request a Use Permit Upon Review for a “Church” as provided in Article 4, Section 52.03 (10) for certain property located at 34 Golf Course Road (Parcel 2-0250-36-006.1, PPIN 45226, Ward 1). The Planning Commission recommended to APPROVE on June 15, 2016.

Summary

34 Golf Course Road - Use Permit Upon Review

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**MINUTES OF THE
SPECIAL CALLED MEETING OF THE
HATTIESBURG PLANNING COMMISSION
June 15, 2016**

The Hattiesburg Planning Commission did meet in a Special Called session on June 15, 2016 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi due to lack of a quorum at the regularly scheduled session on June 1, 2015. Joseph White, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Dick Conville
Peggy Horton, Secretary
Don McCleskey
Mark Miller
Joseph White, Chairman
Jessie Wilson

Commissioners Absent: Judy Corts
Eric Martin
Linda McMurtrey, Vice-Chairman
Sandra Thompson

Also Present: Pattie Brantley, AICP, Director of Urban Development
Ginger Maddox, Planning Division Manager
Jeremy McNeil, Planner
Steve Mitchell, Building Official
Melinda Green, Administrative Assistant, Department of Urban Development

Chairman White declared the meeting of the Hattiesburg Planning Commission open and in session at 1:03 P.M.

INVOCATION

Commissioner Conville asked for a moment of silence for the victims of the shooting in Orlando, Florida, the LGBTQ Community, and for members of the Muslim community.

AGENDA REVIEW

There came the matter of the June 2016 Agenda. A request was made by Chairman White for a motion to approve the June 2016 Agenda. A motion was made to approve by Commissioner Conville and seconded by Commissioner Miller.

Commissioners voting aye: Dick Conville
Peggy Horton, Secretary
Don McCleskey
Mark Miller
Jessie Wilson

Commissioners voting nay: None

MINUTES REVIEW

There came the matter of the May 12, 2016 Minutes. A request was made by Chairman White for a motion to Approve the May 12, 2016 Minutes. A motion was made by Commissioner Horton to approve the minutes and seconded by Commissioner Wilson.

Commissioners voting aye: Dick Conville
Peggy Horton, Secretary
Don McCleskey
Mark Miller
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

BUILDING REPORT

There came the matter of the Building Inspection Report provided to the commission of monthly and YTD Permit information for May by Steve Mitchell, Building Official.

PLANNING REPORT

There came the matter of the Planning Report. Ginger Maddox, Planning Division Manager, informed the Commission of the City Council approval of the one item heard at the previous Planning Commission: Kerri Mauldin, Use Permit Upon Review, PPIN 5324.

CHAIRMAN’S REPORT

There came the matter of the Chairman’s Report. There was none.

PUBLIC HEARING

Chairman White declared the Public Hearing open at 1:08 P.M. and read the rules and procedures of the hearing.

There came the matter of Item A (Use Permit Upon Review), by Kimble Allen, Representative, New Covenant Baptist Church, Owner, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, to request a Use Permit Upon Review for a “Church” as provided in Article 4, Section 52.03 (10) for certain property located at 34 Golf Course Road (Parcel 2-0250-36-006.1, PPIN 45226, Ward 1).

	Name	Address	City/State
<u>Presented by:</u>	Kimble Allen	113 Tanglewood Dr.	Hattiesburg, MS
	- Representative, Senior Pastor, New Covenant Baptist Church		
<u>Proponents:</u>	HC Johnson	297 Mary Magdalene Rd.	Hattiesburg, MS
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner McCleskey made a motion to approve the application for a use permit upon review because there is need to reinforce Hattiesburg’s quality of life, preserve neighborhood identity, and boost community pride. The motion was seconded by Commissioner Horton.

Commissioners voting aye: Dick Conville
Peggy Horton, Secretary
Don McCleskey
Mark Miller
Jessie Wilson

Commissioners voting nay: None

There came the matter of Item B (Variance), Regina Lee, Owner, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, to request a variance from Article 5, Section 84.01 (2) which states fences which allow for visibility in residential districts may be four (4) feet high in the front of the front building line and instead allow a total of six (6) feet for a variance of two (2) feet for certain property located at 79 J Ed Turner Drive (Parcel 052A-03-004.049, PPIN 36034, Ward 1).

	Name	Address	City/State
<u>Presented by:</u>	Marcell Lee - Owner	114 Meadowbrook Drive	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Miller made a motion to deny the application for a variance because special conditions and circumstances do not exist which are peculiar to the land structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district. The motion was seconded by Commissioner Conville.

Commissioners voting aye: Dick Conville
Peggy Horton, Secretary
Don McCleskey
Mark Miller

Commissioners voting nay: None

Commissioners voting abstaining: Jessie Wilson

There came the matter of Item C (Use Permit Upon Review) filed by Darlene Thomas, Image Signs & Neon Inc., Representative, on behalf of Chad Smith, Owner, Smith Brothers Collision Center as required in the Comprehensive Zoning Ordinance No. 2330, as amended, to request a variance from Article 4, Section 95.10.2 (A)(a) which states only one (1) free standing sign per lot when the lot street frontage is less than five hundred (500) feet and instead allow two (2) free-standing signs per lot with a lot street frontage of three hundred four (304) feet for a variance of one (1) free standing sign for certain property located at 32 King Road (Parcel 052N-09-021.000, PPIN 26693, Ward 3).

Due to the absence of the applicant the item was tabled.

There came the matter of Item D (Street Closing), filed by Austin Lovitt, Neel-Schaffer, Representative, on behalf of Hattiesburg Public Schools, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, to close but not vacate a portion of the street known as Davis Street.

	Name	Address	City/State
<u>Presented by:</u>	Austin Lovitt	89 Waverly Circle	Hattiesburg, MS
	- Representative, Neel-Schaffer		
<u>Proponents:</u>	Alan Oubre	301 Mamie Street	Hattiesburg, MS
	- Representative, Hattiesburg Public Schools		
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner McCleskey made a motion to approve to close but not vacate a portion of Davis Street. The motion was seconded by Commissioner Conville.

Commissioners voting aye: Dick Conville
Peggy Horton, Secretary
Don McCleskey
Jessie Wilson

Commissioners voting nay: None

Commissioners voting abstaining: Mark Miller

BUSINESS MEETING

There being no further business, the meeting was adjourned at 1:52 P.M.

Joe White, Chairman

Pattie Brantley, AICP, Director of Urban Development.

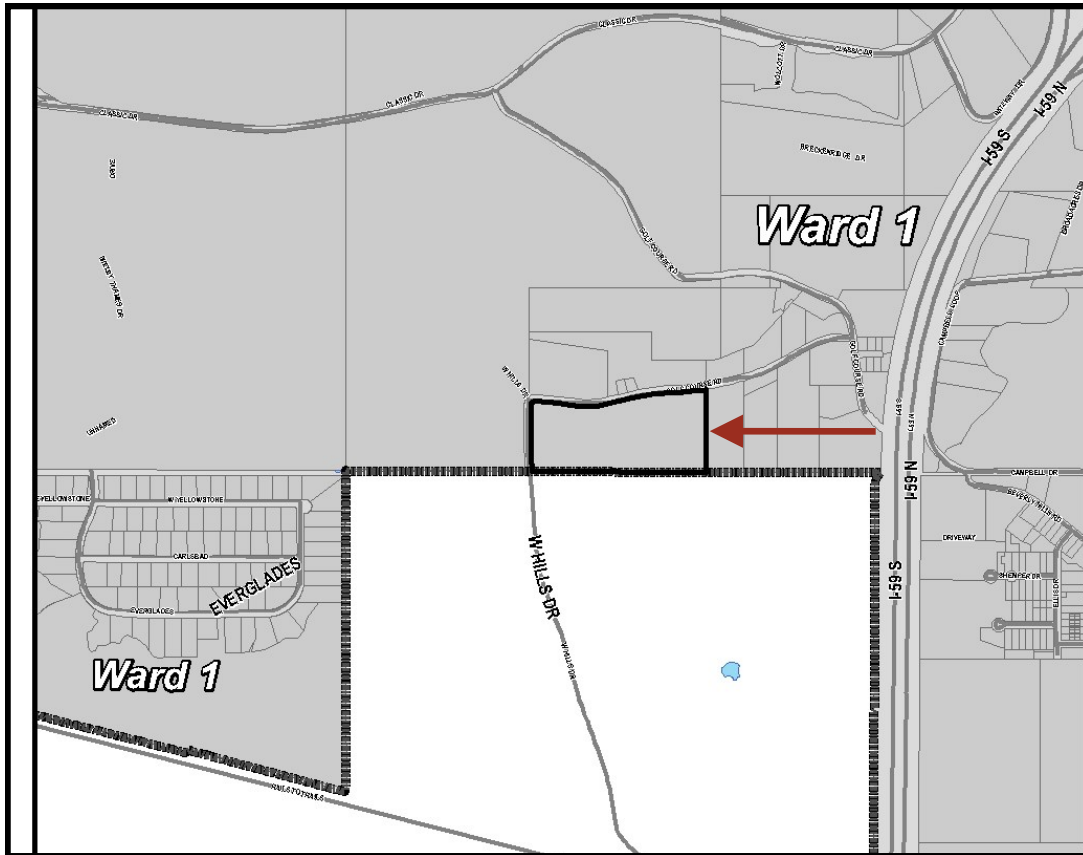
SUBJECT PARCEL: 34 Golf Course Road

Kimble Allen, Representative, New Covenant Baptist Church

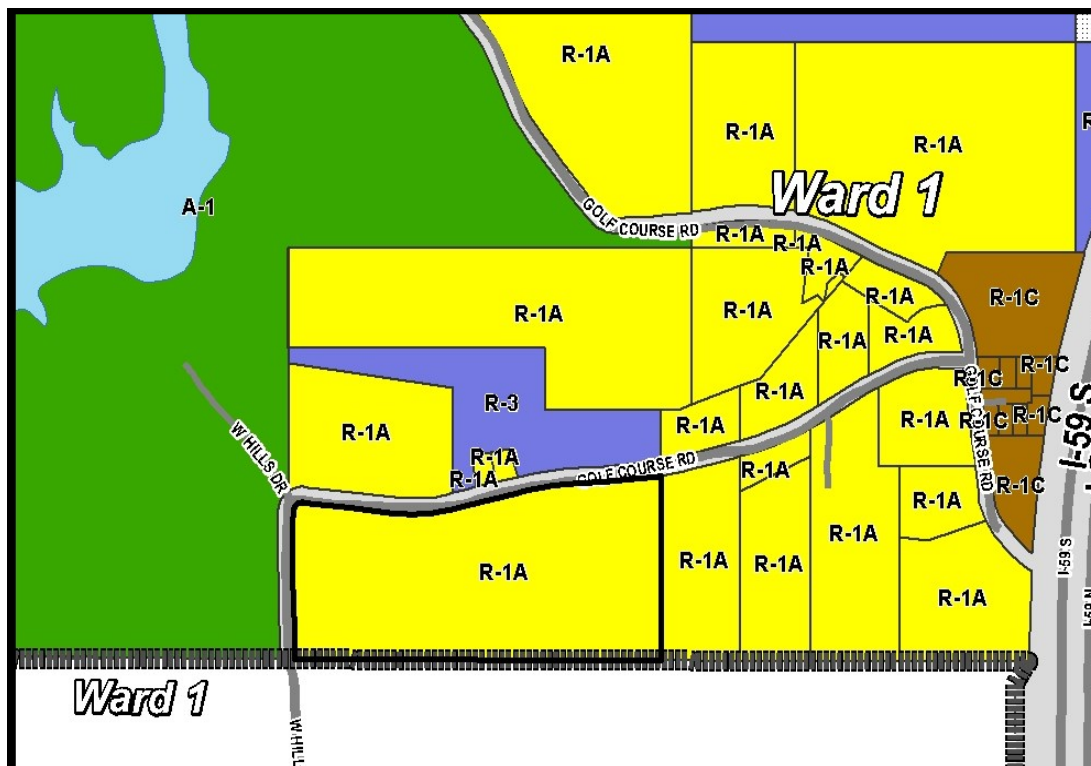
The applicant requests a Use Permit Upon Review for a “Church” as provided in Article 4, Section 52.03 (10) for certain property located at 34 Golf Course Road (Parcel 2-0250-36-006.1, PPIN 45226, Ward 1).



Vicinity Map—Ward 1



Zoning—R-1A



Site Aerial



SURROUNDING AREA

Northern Direction: R-3 (Multi-Family Residential) District / R-1A (Single-Family Residential) District / Residential



Southern Direction: Outside of City Limits/ Residential

Eastern Direction: R-1A (Single-Family Residential) District / Vacant



Western Direction: R-1A (Single-Family Residential) /Fraternal House



Use Permit upon Review Information (2 pages)

see separate applications for digital billboards, junk/tow yards and telecommunications towers

1. List goods and merchandise to be sold on the premises.

THERE WILL BE NO GOODS SOLD ON PREMISES. FOR CHURCH USE ONLY.

2. Describe the proposed use of utilities and community facilities?

3. What is the expected number of employees?

THERE ARE ONLY 4 EMPLOYEES

4. Will there be any elevation in the noise level resulting from this proposed use?

YES

If yes, please explain:

THERE WILL BE A MINIMUM NOISE THAT WILL COME FROM MUSICAL INSTRUMENTS DURING OUR WORSHIP SERVICES

5. Will there be any discharge of air, liquid, or solids?

NO

If yes, please explain:

N/A

6. Will there be any additional pedestrian or vehicular traffic generated by the proposed use?

YES

If yes, please explain:

THERE WILL BE TRAFFIC GENERATED, BUT ONLY DURING OUR NORMAL SERVICE TIMES ON SUNDAY AND WEDNESDAY.

7. Parking Requirements:

Commercial/Industrial: Paved parking will be provided for 45 vehicles, and 3 handicap vehicle(s); with 2 loading spaces.

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

- ☐ A. The need to protect the stability, integrity, and character of Hattiesburg's residential neighborhoods.
- ☒ B. The need to preserve and encourage the stability of the Hattiesburg business community.
- ☒ C. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.
- ☐ D. The need to conserve and protect Hattiesburg's physical infrastructure.
- ☐ E. The public need for the proposed use, as opposed to the private interest of an individual.

Detailed explanation of condition(s) most applicable to your request:

We checked "B" but the Church is for so much more. We believe that in order to change our country it starts with individuals, and their quality of life. The church has always been a pillar in every community over the years. And after studying and much prayer we saw the need for this community to have a church. This will help improve the quality of life, preserve neighborhood identity, and boost community pride. As an individual grow and change, so does the community. As the community grow, so does our state & city. Therefore we can have an impact on our Nation.

That's why New Covenant is looking forward to being a part of this community. To be the place for people to come for help, family structure, and healing.



**Planning Commission
Case Fact Sheet**

Property Applicant: Kimble Allen, Representative
Property Owner: New Covenant Baptist Church

Address of Properties:	Tax Parcels	PPIN:	Ward:
34 Golf Course Road	2-0250-36-006.1	45226	1

Requests: **Use Permit Upon Review**

Purpose of Request: To consider an application to request a **Use Permit Upon Review** for a “Church” as provided in Article 4, Section 52.03 (10) for certain property located at 34 Golf Course Road.

Applicant Summary: See Attached

Applicable Regulations:

SECTION 52 **R-1A Single-Family Residential District-10,000 Square Feet**

52.01 General Description: The principal use is for single-family dwellings and related recreational, religious and educational facilities normally required to provide the basic elements of a balanced and attractive residential area. These areas are intended to be defined and protected from the encroachment of uses not performing a function appropriate to the residential environment. Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationships of each element.

52.03 Uses Permitted on Review by the Planning Commission:

The following uses may be permitted upon review. See Section 42, Public Hearing Procedure; see Section 78, Buffer Strip Regulations. Additional conditions may be required.

10. Church

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

Present Use: Undeveloped

Surrounding Zoning and Land Use: North: R-3 (Multi-Family Residential) District /R-1A (Single-Family Residential) District / Residential
South: Outside of City Limits/Residential
East: R-1A (Single-Family Residential) District / Vacant
West: R-1A (Single-Family Residential) /Fraternal House

Most Nearly Bounded By (streets): This parcel is accessible from the North by Golf Course Road it is bounded to the West by West Hills Drive, East by US Interstate 59, and South by Lexington Drive.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case as of May 16, 2016

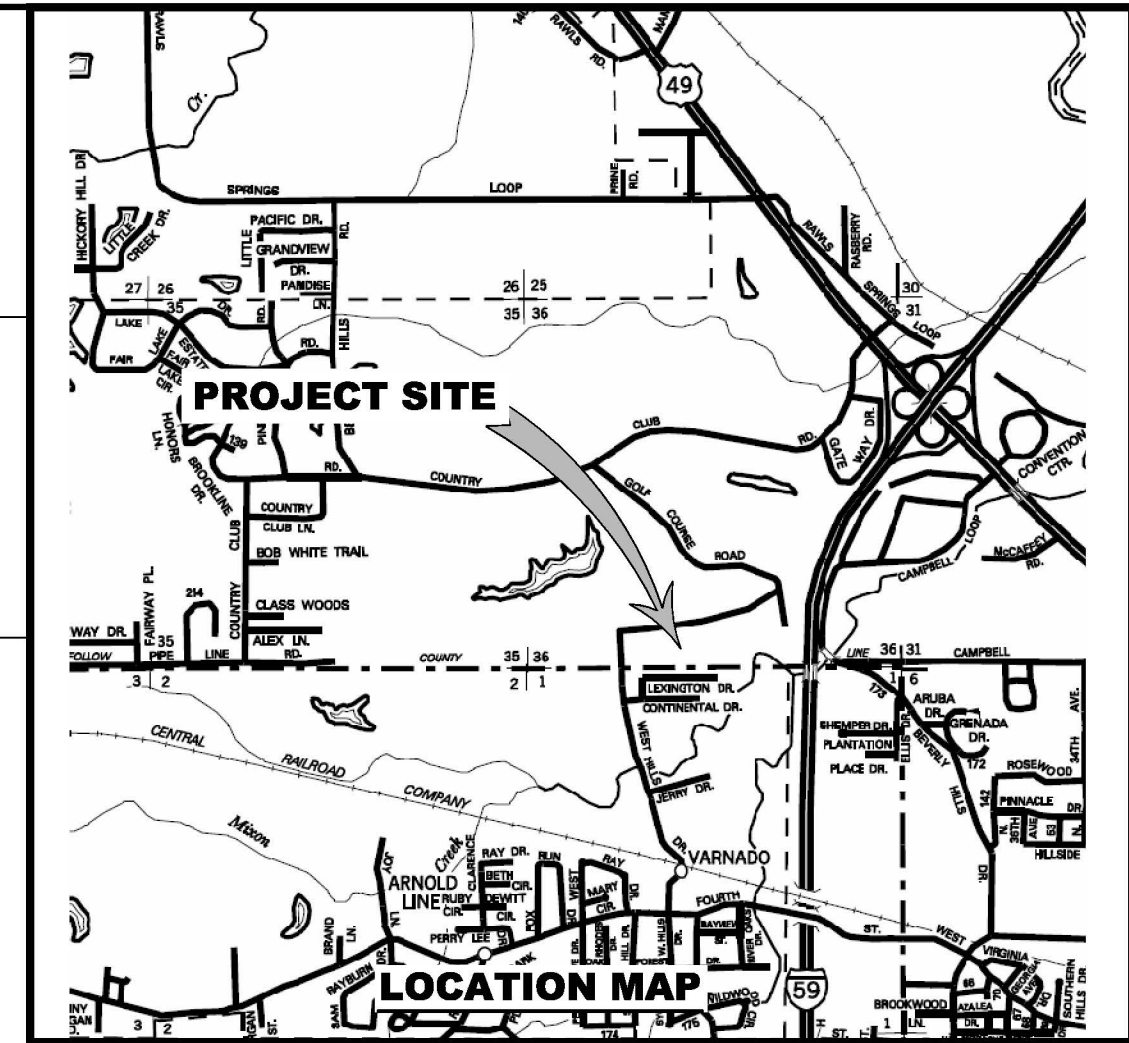
History / Background: This parcel was previously sub-divided by the neighboring property, Moose Lodge

This development will require review by the Site Plan Review Committee.

Use Permit Options: Recommend **approval** or **denial** of to request a Use Permit Upon Review for a "Church" as provided in Article 4, Section 52.03 (10) for certain property located at 34 Golf Course Road.

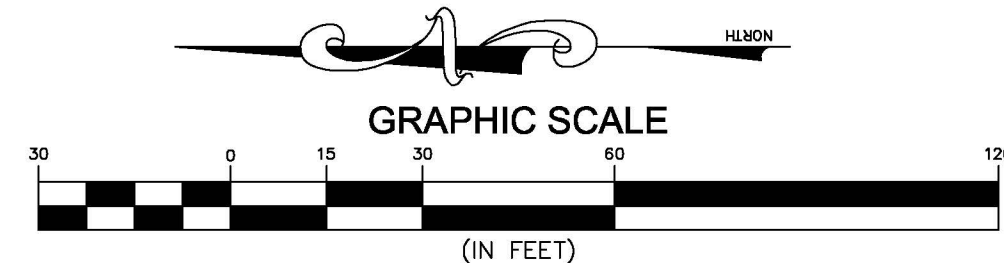
Basis for Approval:

1. There **(is / is not)** need to protect the stability, integrity, and character of Hattiesburg's residential neighborhoods.
2. There **(is / is not)** need to preserve and encourage the stability of the Hattiesburg business community.
3. There **(is / is not)** need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.
4. There **(is / is not)** need to conserve and protect Hattiesburg's physical infrastructure.
5. There **(is / is not)** public need for the proposed use, as opposed to the private interest of an individual.



A part and parcel of the SE¼ of the SW¼ of Section 36, Township 5 North, Range 14 West, Forrest County, Mississippi, more particularly described as follows: Commence at an iron pin at the Southeast corner of the SE¼ of the SW¼ of said Section 36; thence run North 89°46'36" West for 104.79 feet to an iron pin; thence run South 89°42'53" West for 219.54 feet to an iron pin and to the Point of Beginning; thence run South 89°42'53" West for 150.77 feet to an iron pin; thence run North 00°02'41" East for 567.98 feet to an iron pin at the intersection of the Gulf Coast Road; thence run North 81°25'30" East and along said South margin line for 79.45 feet to an iron pin; thence run North 84°56'25" East and along said South margin line for 72.02 feet to an iron pin; thence run South 00°00'07" East for 585.43 feet to the Point of Beginning; containing 2.00 acres, more or less; together with all improvements thereon and appurtenances thereunto belonging.

A HOME FOR YOU TOO,
LLC (OWNER)
UNZONED: SINGLE
FAMILY RESIDENTIAL





City of Hattiesburg, MS

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

Master

File Number: 2016-2753

File ID: 2016-2753

Type: Regular Agenda Item

Status: Failed

Version: 1

Reference:

In Control: City Council

File Created: 06/21/2016

Brief Title: 79 J Ed Turner Drive- Variance

Final Action:

Minute Book Number: MB2016-164

Title: APPROVE or DENY a petition filed by Regina Lee, Owner, to request a variance from Article 5, Section 84.01 (2) which states fences which allow for visibility in residential districts may be four (4) feet high in the front of the front building line and instead allow a total of six (6) feet for a variance of two (2) feet for certain property located at 79 J Ed Turner Drive (Parcel 052A-03-004.049, PPIN 36034, Ward 1).
The Planning Commission recommended to DENY on June 15, 2016.

Notes:

Sponsors:

Enactment Date:

Attachments: June PC Minutes 1, Image Sheet- 79 J Ed Turner, Staff Summary - 79 J Ed Turner, Application Summary- 79 J Ed Turner, Site Diagram - 79 J Ed Turner

Enactment Number:

Contact:

Meeting Date: 07/05/2016

Drafter: Jeremy McNeil

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/05/2016	Deny				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to DENY a petition filed by Regina Lee, Owner, to request a variance from Article 5, Section 84.01 (2) which states fences which allow for visibility in residential districts may be four (4) feet high in the front of the front building line and instead allow a total of six (6) feet for a variance of two (2) feet for certain property located at 79 J Ed Turner Drive (Parcel 052A-03-004.049, PPIN 36034, Ward 1). The Planning Commission recommended to DENY on June 15, 2016. Following discussion, the Motion received the affirmative vote of the Council as follows: Yeas: 4 - Bradley, Carroll, Dryden and Naylor Nays: 1 - Delgado							

Yea: 4 Council Member Bradley
Council Member Carroll
Council Member Dryden
Council Member Naylor
Nay: 1 Council Member Delgado

TEL-No Vote: 0

Text of Legislative File 2016-2753

Title

APPROVE or DENY a petition filed by Regina Lee, Owner, to request a variance from Article 5, Section 84.01 (2) which states fences which allow for visibility in residential districts may be four (4) feet high in the front of the front building line and instead allow a total of six (6) feet for a variance of two (2) feet for certain property located at 79 J Ed Turner Drive (Parcel 052A-03-004.049, PPIN 36034, Ward 1).

The Planning Commission recommended to DENY on June 15, 2016.

Summary

79 J Ed Turner Drive - Variance

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**MINUTES OF THE
SPECIAL CALLED MEETING OF THE
HATTIESBURG PLANNING COMMISSION
June 15, 2016**

The Hattiesburg Planning Commission did meet in a Special Called session on June 15, 2016 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi due to lack of a quorum at the regularly scheduled session on June 1, 2015. Joseph White, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

Commissioners Present: Dick Conville
Peggy Horton, Secretary
Don McCleskey
Mark Miller
Joseph White, Chairman
Jessie Wilson

Commissioners Absent: Judy Corts
Eric Martin
Linda McMurtrey, Vice-Chairman
Sandra Thompson

Also Present: Pattie Brantley, AICP, Director of Urban Development
Ginger Maddox, Planning Division Manager
Jeremy McNeil, Planner
Steve Mitchell, Building Official
Melinda Green, Administrative Assistant, Department of Urban Development

Chairman White declared the meeting of the Hattiesburg Planning Commission open and in session at 1:03 P.M.

INVOCATION

Commissioner Conville asked for a moment of silence for the victims of the shooting in Orlando, Florida, the LGBTQ Community, and for members of the Muslim community.

AGENDA REVIEW

There came the matter of the June 2016 Agenda. A request was made by Chairman White for a motion to approve the June 2016 Agenda. A motion was made to approve by Commissioner Conville and seconded by Commissioner Miller.

Commissioners voting aye: Dick Conville
Peggy Horton, Secretary
Don McCleskey
Mark Miller
Jessie Wilson

Commissioners voting nay: None

MINUTES REVIEW

There came the matter of the May 12, 2016 Minutes. A request was made by Chairman White for a motion to Approve the May 12, 2016 Minutes. A motion was made by Commissioner Horton to approve the minutes and seconded by Commissioner Wilson.

Commissioners voting aye: Dick Conville
Peggy Horton, Secretary
Don McCleskey
Mark Miller
Jessie Wilson

Commissioners voting nay: None

Commissioners abstaining: None

REPORTS

BUILDING REPORT

There came the matter of the Building Inspection Report provided to the commission of monthly and YTD Permit information for May by Steve Mitchell, Building Official.

PLANNING REPORT

There came the matter of the Planning Report. Ginger Maddox, Planning Division Manager, informed the Commission of the City Council approval of the one item heard at the previous Planning Commission: Kerri Mauldin, Use Permit Upon Review, PPIN 5324.

CHAIRMAN’S REPORT

There came the matter of the Chairman’s Report. There was none.

PUBLIC HEARING

Chairman White declared the Public Hearing open at 1:08 P.M. and read the rules and procedures of the hearing.

There came the matter of Item A (Use Permit Upon Review), by Kimble Allen, Representative, New Covenant Baptist Church, Owner, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, to request a Use Permit Upon Review for a “Church” as provided in Article 4, Section 52.03 (10) for certain property located at 34 Golf Course Road (Parcel 2-0250-36-006.1, PPIN 45226, Ward 1).

	Name	Address	City/State
<u>Presented by:</u>	Kimble Allen	113 Tanglewood Dr.	Hattiesburg, MS
	- Representative, Senior Pastor, New Covenant Baptist Church		
<u>Proponents:</u>	HC Johnson	297 Mary Magdalene Rd.	Hattiesburg, MS
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner McCleskey made a motion to approve the application for a use permit upon review because there is need to reinforce Hattiesburg’s quality of life, preserve neighborhood identity, and boost community pride. The motion was seconded by Commissioner Horton.

Commissioners voting aye: Dick Conville
Peggy Horton, Secretary
Don McCleskey
Mark Miller
Jessie Wilson

Commissioners voting nay: None

There came the matter of Item B (Variance), Regina Lee, Owner, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, to request a variance from Article 5, Section 84.01 (2) which states fences which allow for visibility in residential districts may be four (4) feet high in the front of the front building line and instead allow a total of six (6) feet for a variance of two (2) feet for certain property located at 79 J Ed Turner Drive (Parcel 052A-03-004.049, PPIN 36034, Ward 1).

	Name	Address	City/State
<u>Presented by:</u>	Marcell Lee - Owner	114 Meadowbrook Drive	Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner Miller made a motion to deny the application for a variance because special conditions and circumstances do not exist which are peculiar to the land structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district. The motion was seconded by Commissioner Conville.

Commissioners voting aye: Dick Conville
Peggy Horton, Secretary
Don McCleskey
Mark Miller

Commissioners voting nay: None

Commissioners voting abstaining: Jessie Wilson

There came the matter of Item C (Use Permit Upon Review) filed by Darlene Thomas, Image Signs & Neon Inc., Representative, on behalf of Chad Smith, Owner, Smith Brothers Collision Center as required in the Comprehensive Zoning Ordinance No. 2330, as amended, to request a variance from Article 4, Section 95.10.2 (A)(a) which states only one (1) free standing sign per lot when the lot street frontage is less than five hundred (500) feet and instead allow two (2) free-standing signs per lot with a lot street frontage of three hundred four (304) feet for a variance of one (1) free standing sign for certain property located at 32 King Road (Parcel 052N-09-021.000, PPIN 26693, Ward 3).

Due to the absence of the applicant the item was tabled.

There came the matter of Item D (Street Closing), filed by Austin Lovitt, Neel-Schaffer, Representative, on behalf of Hattiesburg Public Schools, as required in the Comprehensive Zoning Ordinance No. 2330, as amended, to close but not vacate a portion of the street known as Davis Street.

	Name	Address	City/State
<u>Presented by:</u>	Austin Lovitt	89 Waverly Circle	Hattiesburg, MS
	- Representative, Neel-Schaffer		
<u>Proponents:</u>	Alan Oubre	301 Mamie Street	Hattiesburg, MS
	- Representative, Hattiesburg Public Schools		
<u>Opponents:</u>	None		

Chairman White declared the Public Hearing closed and the Business Meeting open to vote on the request. Commissioner McCleskey made a motion to approve to close but not vacate a portion of Davis Street. The motion was seconded by Commissioner Conville.

Commissioners voting aye: Dick Conville
Peggy Horton, Secretary
Don McCleskey
Jessie Wilson

Commissioners voting nay: None

Commissioners voting abstaining: Mark Miller

BUSINESS MEETING

There being no further business, the meeting was adjourned at 1:52 P.M.

Joe White, Chairman

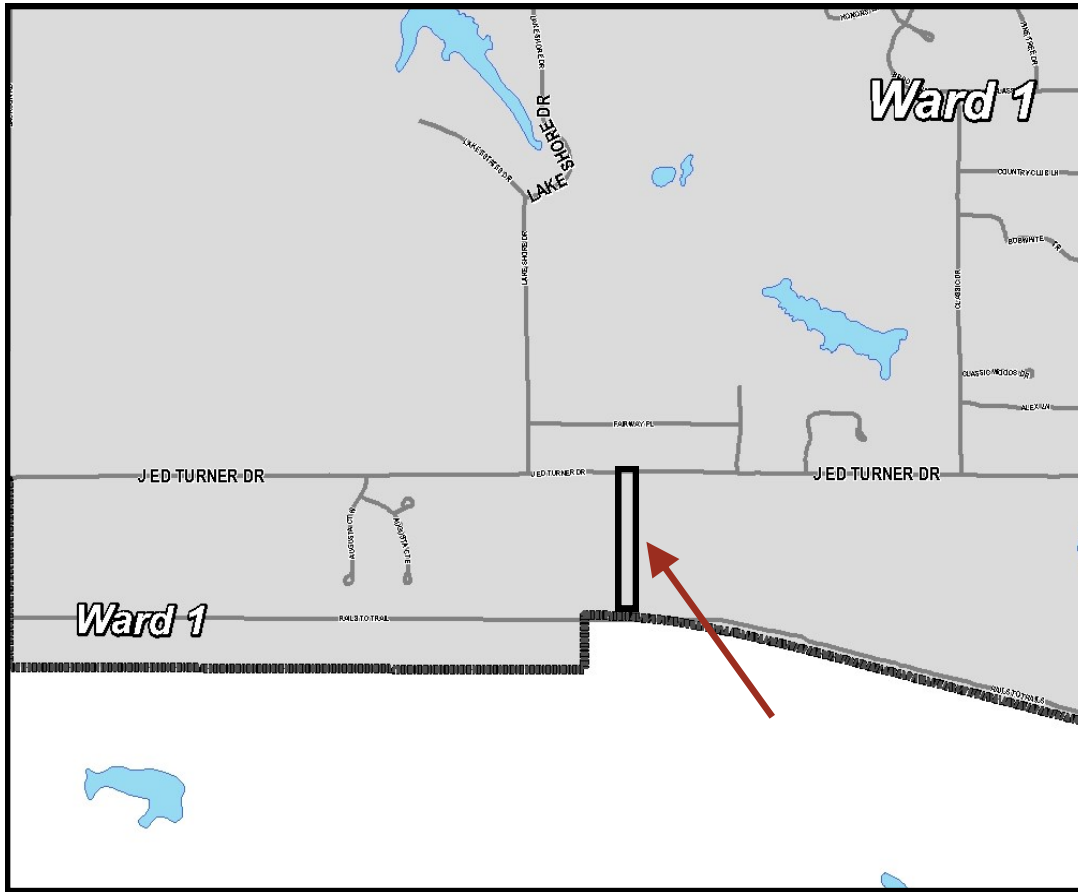
Pattie Brantley, AICP, Director of Urban Development.

SUBJECT PARCEL:
79 J Ed Turner Drive
Regina Lee, Owner

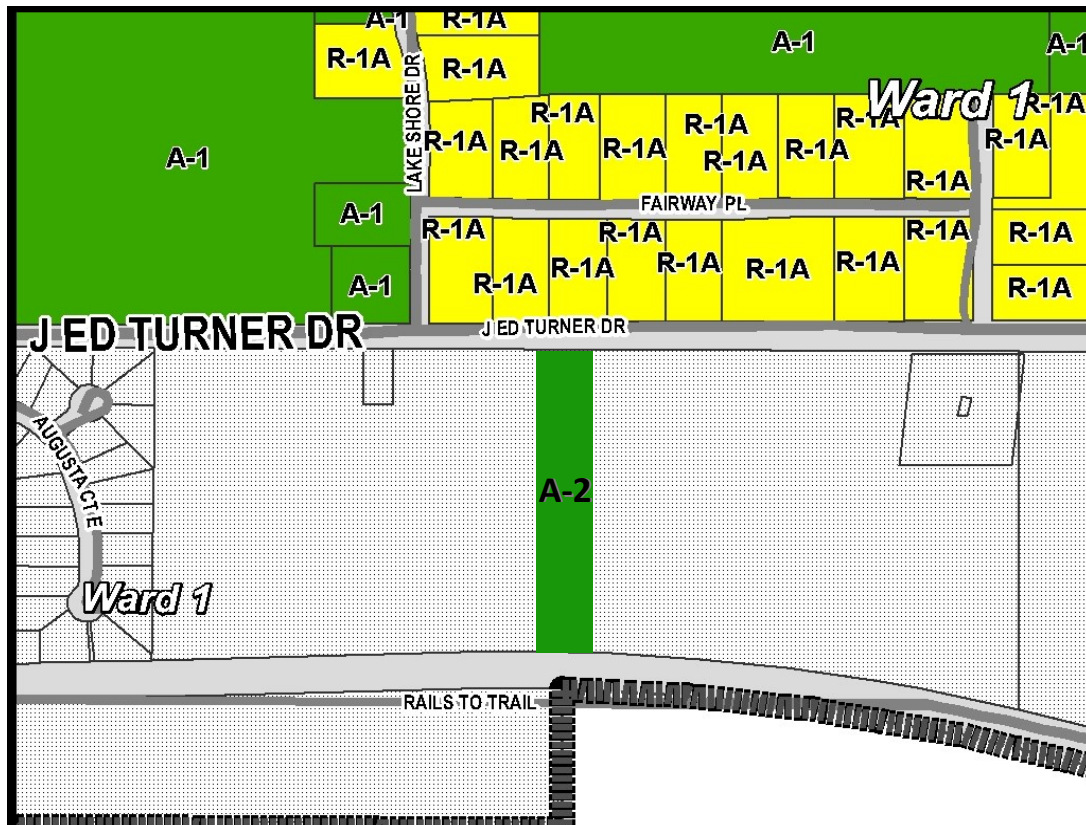
The applicant requests a variance from Article 5, Section 84.01 (2) which states fences which allow for visibility in residential districts may be four (4) feet high in the front of the front building line and instead allow a total of six (6) feet for a variance of two (2) feet for certain property located at 79 J Ed Turner Drive (Parcel 052A-03-004.049, PPIN 36034, Ward 1).



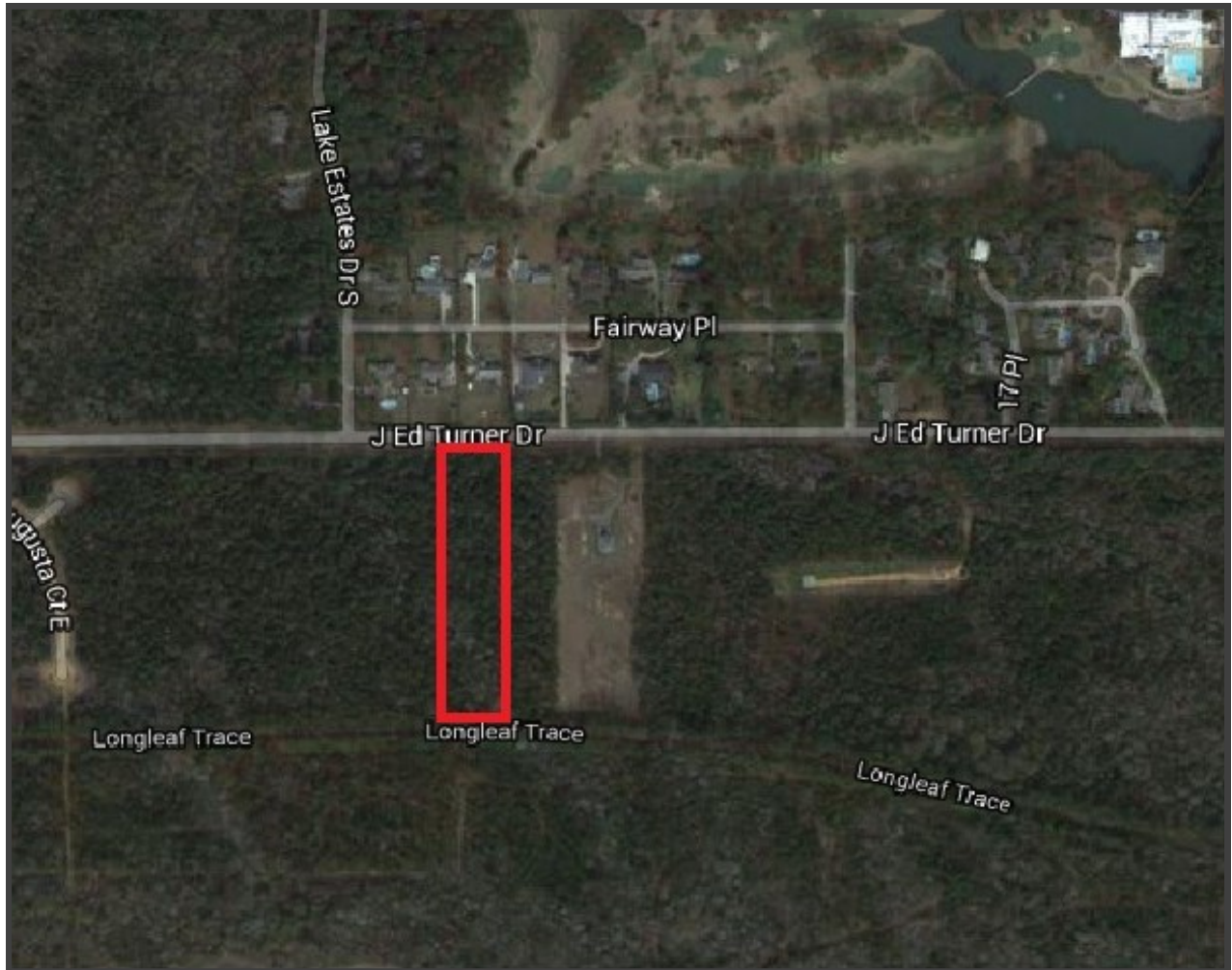
Vicinity Map— Ward 1



Zoning—A-2



Site Aerial



SURROUNDING AREA

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



Southern Direction: Outside of City Limits/ Longleaf Trace



Eastern Direction: A-2 (Agricultural-Residential) District / Residential



Western Direction: A-2 (Agricultural-Residential) District / Residential





**Planning Commission
Case Fact Sheet**

Property Applicant/Owner: Regina Lee

Address of Properties:
79 J Ed Turner Drive

Tax Parcels
052A-03-004.049

PPIN:
36034

Ward:
1

Requests:

Variance

Purpose of Request:

To consider an application to request a **Variance** from Article 5, Section 84.01 (2) which states fences which allow for visibility in residential districts may be four (4) feet high in the front of the front building line and instead allow a total of six (6) feet for a variance of two (2) feet for certain property located at 79 J Ed Turner Drive.

Applicant Summary:

See Attached

Applicable Regulations:

SECTION 84

Open Space/Setback Requirement

84.01 General Description: No open space or lot area required for a building or structure shall during its life be occupied by, or counted as open space for any other building or structure.

2. Fences, walls, and hedges in residential districts may be permitted in any required yard or along the edge of any yard provided that no fence, wall or hedge which is also a screen located in front of any front building line shall exceed thirty-six (36) inches in height and shall not exceed eight (8) feet in height on side or rear yards. However, fences which allow for visibility, such as chain-link fences, may be four (4) feet high in the front of the front building line. In a reverse frontage lot situation the fence, wall or hedge which is also a screen located in the side yard abutting the rear lot shall not exceed thirty-six (36) inches in height, excepting fences which allow for visibility, such as chain-link fences, may be four (4) feet high.

Present Zoning: This parcel is currently zoned A-2 (Agricultural-Residential) District.

Present Use: Developed- Existing structure is still under construction.

Surrounding Zoning and Land Use:
North: R-1A (Single-Family Residential) District / Residential
South: Outside of City Limits/ Longleaf Trace
East: A-2 (Agricultural-Residential) District / Residential
West: A-2 (Agricultural-Residential) District / Residential

Most Nearly Bounded By (streets): This parcel is accessible from the North by J Ed Turner Drive and South by the Longleaf Trace. It is bounded to the West by Augusta Court East, and East by West Hills Drive.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case as of May 16, 2016.

History / Background: If approved, this development will require a building permit.

Variance Options: Recommend **approval** or **denial** to request a variance from Article 5, Section 84.01 (2) which states fences which allow for visibility in residential districts may be four (4) feet high in the front of the front building line and instead allow a total of six (6) feet for a variance of two (2) feet for certain property located at 79 J Ed Turner Drive.

Basis for Approval:

1. That special conditions and circumstances **(do / do not)** exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
2. That literal interpretation of the provisions of this Code **(would / would not)** deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code;
3. That the special conditions and circumstances **(do / do not)** result from the actions of the applicant;
4. That granting the variance requested **(will / will not)** confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

Variance Information (1 page)

Note: No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

1. List reasons why you feel that the property could not be reasonably used without the requested

variance: The fence adds to the overall appearance of property, as well as enhancing the property value. It also goes along with the overall scheme of the neighborhood.

2. All of the following conditions must be met before a variance can be recommended.

Explain and justify your proposal's compliance with each condition:

- a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district.

The land, structure, building faces a main roadway that has become increasingly busier as opposed to the rear of land, structure, building faces road. Also some land is still undeveloped in neighborhood.

- b. That literal interpretation of the provisions of this Code would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Code.

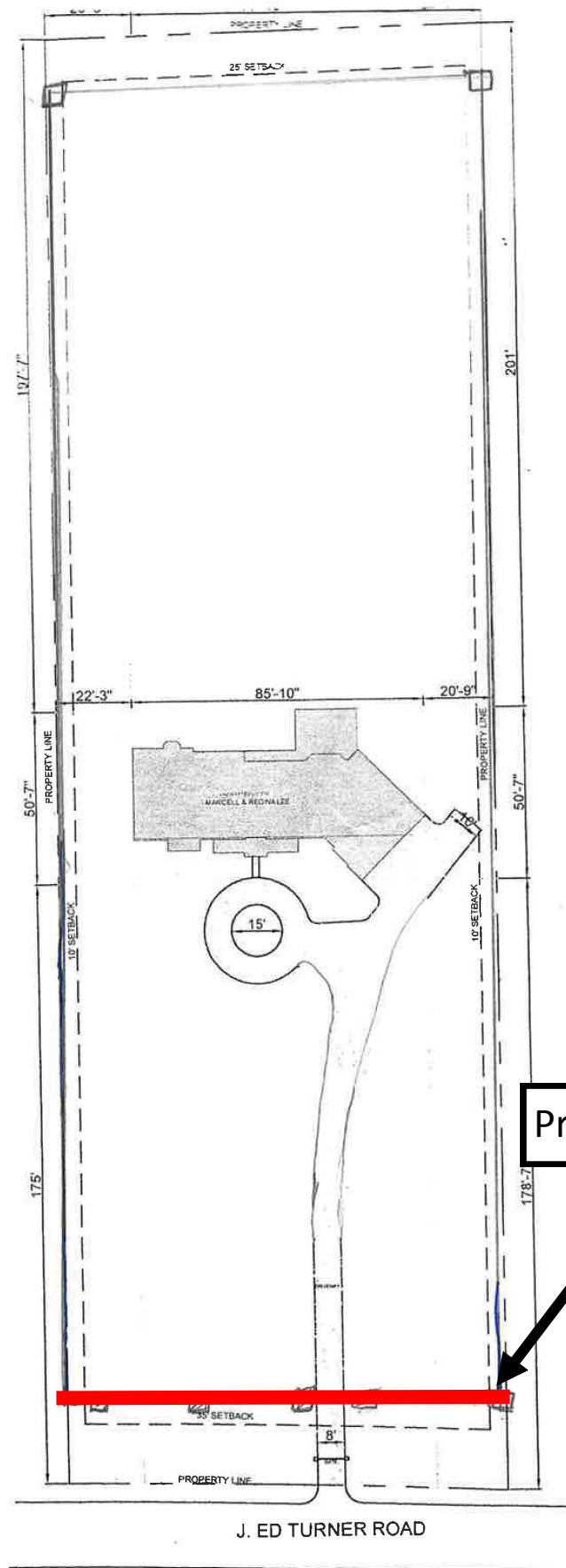
Provides safety for, while playing outside near a busy street/roadway. Follows the overall children appearance or scheme of the neighborhood.

- c. That the special conditions and circumstances do not result from the actions of the applicant.

New construction family residence. Coincides with scheme of neighborhood.

- d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, structures, or buildings in the same district.

The requested variance follows the scheme of the neighborhood, which already includes fencing variances in the neighborhood and district.
↓ same.



Proposed Fencing

51'



City of Hattiesburg, MS

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

Master

File Number: 2016-2760

File ID: 2016-2760

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 06/24/2016

Brief Title: Hattiesburg Historic Conservation Commission -
Appointment - Tom S. Ramirez Boldo

Final Action: 07/05/2016

Minute Book Number: MB2016-164-165

Title:

Ratify and confirm the Mayor's appointment of Tom S. Ramirez Boldo (W2) to the Hattiesburg Historic Conservation Commission for a term - 2/17/2015 - 2/17/2020 (replaces Russell Archer and completes his term) beginning July 5, 2016 and ending 2/17/2020 .

Notes:

Sponsors:

Enactment Date:

Attachments: Memo appoint agenda item BOLDO, Tom Ramirez
Boldo - Resume, data sheet Boldo 2016 1

Enactment Number:

Contact:

Meeting Date: 07/05/2016

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/05/2016	Ratify and Confirm				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to Ratify and confirm the Mayor's appointment of Tom S. Ramirez Boldo (W2) to the Hattiesburg Historic Conservation Commission for a term - 2/17/2015 - 2/17/2020 (replaces Russell Archer and completes his term) beginning July 5, 2016 and ending 2/17/2020 .							
Council member Dryden introduced Mr. Boldo and discussed his background and qualifications. Council President Bradley and Council member Carroll thanked Mr. Boldo for his willingness to serve.							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Carroll, Dryden and Naylor							
Nays: 0							
Abstain: 1 - Delgado							

Yea:	4	Council Member Bradley Council Member Carroll Council Member Dryden Council Member Naylor
Abstain:	1	Council Member Delgado
TEL-No Vote:	0	

Text of Legislative File 2016-2760

Title

Ratify and confirm the Mayor's appointment of Tom S. Ramirez Boldo (W2) to the Hattiesburg Historic Conservation Commission for a term - 2/17/2015 - 2/17/2020 (replaces Russell Archer and completes his term) beginning July 5, 2016 and ending 2/17/2020 .

Summary

Hattiesburg Historic Conservation Commission - Appointment Tom S. Ramirez Boldo

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Department Of Urban Development

Ginger Maddox, CFM
Planning Manager

Memorandum

Date: June 23, 2016

From: Ginger Maddox, CFM, Planning Manager

To: Mayor Johnny Dupree, Ph. D. and City Council

Re: Appointment of Historic Conservation Commissioner – Tom S. Ramirez Boldo

Attached for your review and consideration are the necessary forms related to the proposed appointment of Tom S. Ramirez Boldo to the Hattiesburg Historic Conservation Commission. Mr. Boldo (Ward 2) resides at 1406 Main St.

Mr. Boldo has extensive experience in property management & design and has a particular interest in historic preservation, having researched and rehabilitated his own home in the North Main Historic District. He is also active in the Historic Hattiesburg Downtown Association. His appointment would fill the vacancy left by Russell Archer and would assume the effective dates of Feb 17, 2015 – Feb 17, 2020.

Mr. Boldo has been contacted and has agreed to serve if appointed.

If there are any questions, please feel free to contact the Planning Department.

TOM S. RAMIREZ BOLDO
1406 Main St, Hattiesburg MS 39401
512-619-4520 - tomramirezboldo@gmail.com

PROFESSIONAL EXPERIENCE

Management: Provision of administrative, operational, and managerial advice; continuously create and foster relationships; routinely communicate to discuss and monitor levels of satisfaction; ensure the highest possible standards of maintenance and appearance by conducting regular inspections; maintain staff by recruiting, selecting, orienting, and training employees; develop personal growth opportunities; accomplish staff results by communicating job expectations; planning, monitoring, and appraising job results; coaching, counseling, and disciplining employees; developing, coordinating, and enforcing systems, policies, procedures, and productivity standards.

Marketing & Leasing: Design and implementation of marketing materials and strategies to grow the business and retain current customers. Design and maintain websites, as well as providing content. Showing and leasing of vacant properties.

Vendor Management: coordinate capital improvements inclusive of collecting certificates of insurance and ensuring deadlines are met; monitor and enforce the terms of all contracts, billings, reconciliations, verify that changes are in compliance with declarations; review existing vendor contracts annually, secure competitive bids for all site services and vendors, and provide detailed analysis with recommendations;

Financial: Development of budgets and financial reports; oversee and authorize payment for vendor services; provide monthly financial reporting, and updates on financial status of projects.

PROFESSIONAL EXPERIENCE

11/12 - Now RealManage - *Senior Community Association Manager*
04/07 - 11/12 Austin REAL Pros, REALTORS® - *Property Manager*
03/00 - 03/07 3M Visual Systems - *Technical Support and Customer Service Manager*
05/99 - 03/00 Texas Mailhouse, Inc - *Assistant Vice-President*
04/98 - 05/99 Aus-Tex Printing and Mailing - *Data Processing Manager*

PERSONAL STRENGTHS

Highly focused and detail-oriented; efficient and organized; excellent communication skills; innovative, creative and resourceful; prompt with an excellent attendance record, excellent teacher/mentor, experienced in marketing, sales, graphic and web design.

COMPUTER SKILLS

Quickbooks; Microsoft Office Suite (Word, Excel, Powerpoint, Publisher, Access); HTML; networking; graphic design; general computer repair; Adobe Photoshop; Macromedia Flash; WordPress; Blogger.

VOLUNTEER EXPERIENCE

Fifteen years of volunteer commitments: Boy Scouts, Big Brothers Big Sisters, Empty Bowl Project, political campaigns, civic organizations, cultural organizations, and graphic/web design work for many companies and civic causes.

CERTIFICATIONS AND AWARDS

- Licensed Real Estate Agent in Texas, License # 585091
- 3M Significant Contribution Supervisor Award
- Dell Teamwork Award and Employee Appreciation Award

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Hattiesburg Historic Conservation Commission

TERM OF OFFICE 5 years PERIOD July 5, 2016 – Feb 17, 2020

REPLACES Russell Archer (original term: Feb 17, 2015 – Feb 17, 2020)

NAME OF PROPOSED APPOINTEE Tom S. Ramirez Boldo

ADDRESS 1406 Main St.

HOME PHONE NUMBER 512-619-4520 WARD Ward 2

PLACE OF EMPLOYMENT RealManage

EMPLOYMENT ADDRESS 1406 Main St.

EMPLOYMENT PHONE NO: 512-619-4520 POSITION Senior Community
Association. Manager

PERSON CONTACTED BY Russell Archer, Historic Preservation Planner DATE Mar 2016

AGREED TO SERVE Yes



City of Hattiesburg, MS

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

Master

File Number: 2016-2761

File ID: 2016-2761

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 06/24/2016

Brief Title: Historic Conservation Commission - Re-Appointment
Michael Anderson

Final Action: 07/05/2016

Minute Book Number: MB2016-165

Title:

Ratify and confirm the Mayor's re-appointment of Michael Anderson (W4) to the Historic Conservation Commission for a 5-year term - 6/25/2016 - 6/24/2021.

Notes:

Sponsors:

Enactment Date:

Attachments: data sheet Anderson Reappointment_2016, Memo
appoint agenda item ANDERSON

Enactment Number:

Contact:

Meeting Date: 07/05/2016

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/05/2016	Ratify and Confirm				Pass
	Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Ratify and confirm the Mayor's re-appointment of Michael Anderson (W4) to the Historic Conservation Commission for a 5-year term - 6/25/2016 - 6/24/2021.						
	Following discussion, the Motion received the affirmative vote of the Council as follows:						
	Yeas: 4 - Bradley, Carroll, Dryden and Naylor						
	Nays: 0						
	Abstain: 1 - Delgado						
		Yea: 4	Council Member Bradley Council Member Carroll Council Member Dryden Council Member Naylor				
		Abstain: 1	Council Member Delgado				
		TEL-No Vote: 0					

Text of Legislative File 2016-2761

Title

Ratify and confirm the Mayor's re-appointment of Michael Anderson (W4) to the Historic Conservation Commission for a 5-year term - 6/25/2016 - 6/24/2021 .

Summary

Historic Conservation Commission - Re-Appointment Michael Anderson

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Hattiesburg Historic Conservation Commission

TERM OF OFFICE 5 years PERIOD June 25, 2016 through June 24, 2021

REPLACES (Re-appointment)

NAME OF PROPOSED APPOINTEE Michael Anderson

ADDRESS 507 Walnut Street

HOME PHONE NUMBER (Cell) 520-2202 WARD Ward 4

PLACE OF EMPLOYMENT Dunbar Real Estate, Inc.

EMPLOYMENT ADDRESS 610 W. Pine Street

EMPLOYMENT PHONE NO: (Cell) 520-2202 POSITION Realtor

PERSON CONTACTED BY Russell Archer, Historic Preservation Planner DATE June 2016

AGREED TO SERVE Yes



Department Of Urban Development

Ginger Maddox, CFM
Planning Manager

Memorandum

Date: June 23, 2016

From: Ginger Maddox, CFM, Planning Manager

To: Mayor Johnny Dupree, Ph. D. and City Council

Re: Reappointment of Historic Conservation Commissioner – Michael Anderson

Attached for your review and consideration are the necessary forms related to the proposed reappointment of Michael Anderson to the Hattiesburg Historic Conservation Commission. Mr. Anderson (Ward 4) resides at 507 Walnut St.

Mr. Anderson has extensive experience in real estate and property management is a long-time small business owner in Downtown Hattiesburg. He is also active in the Historic Hattiesburg Downtown Association. He has served on the Historic Conservation Commission since November 21, 2006. His reappointment would assume the effective dates of June 25, 2016 – June 24, 2021.

Mr. Anderson has been contacted and has agreed to serve if appointed.

If there are any questions, please feel free to contact the Planning Department.



City of Hattiesburg, MS

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

Master

File Number: 2016-2762

File ID: 2016-2762

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 06/24/2016

Brief Title: Historic Conservation Commission - Re-Appointment
Mary Halliwell

Final Action: 07/05/2016

Minute Book Number: MB2016-165

Title:

Ratify and confirm the Mayor's re-appointment of Mary Halliwell (W4) to the Historic Conservation Commission for a 5-year term - 6/15/2015 - 6/24/2020.

Notes:

Sponsors:

Enactment Date:

Attachments: data sheet Halliwell Reappointment_2016, Memo
appoint agenda item HALLIWELL

Enactment Number:

Contact:

Meeting Date: 07/05/2016

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/05/2016	Ratify and Confirm				Pass
	Action Text:	A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Ratify and confirm the Mayor's re-appointment of Mary Halliwell (W4) to the Historic Conservation Commission for a 5-year term - 6/15/2015 - 6/24/2020.					
		Following discussion, the Motion received the affirmative vote of the Council as follows:					
		Yeas: 4 - Bradley, Carroll, Dryden and Naylor					
		Nays: 0					
		Abstain: 1 - Delgado					
		Yea: 4	Council Member Bradley Council Member Carroll Council Member Dryden Council Member Naylor				
		Abstain: 1	Council Member Delgado				
		TEL-No Vote: 0					

Text of Legislative File 2016-2762

Title

Ratify and confirm the Mayor's re-appointment of Mary Halliwell (W4) to the Historic Conservation Commission for a 5-year term - 6/15/2015 - 6/24/2020.

Summary

Historic Conservation Commission - Re-Appointment Mary Halliwell

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Hattiesburg Historic Conservation Commission

TERM OF OFFICE 5 years PERIOD June 25, 2015 through June 24, 2020

REPLACES (Re-appointment)

NAME OF PROPOSED APPOINTEE Mary Halliwell

ADDRESS 515 Walnut Street

HOME PHONE NUMBER (Cell) 601-408-3610 WARD Ward 4

PLACE OF EMPLOYMENT _____

EMPLOYMENT ADDRESS _____

EMPLOYMENT PHONE NO: _____ POSITION _____

PERSON CONTACTED BY Russell Archer, Historic Preservation Planner DATE June 2016

AGREED TO SERVE Yes



Department Of Urban Development

Ginger Maddox, CFM
Planning Manager

Memorandum

Date: June 23, 2016

From: Ginger Maddox, CFM, Planning Manager

To: Mayor Johnny Dupree, Ph. D. and City Council

Re: Reappointment of Historic Conservation Commissioner – Mary Halliwell

Attached for your review and consideration are the necessary forms related to the proposed reappointment of Mary Halliwell to the Hattiesburg Historic Conservation Commission. Mrs. Halliwell (Ward 4) resides at 515 Walnut St.

Mrs. Halliwell has served on the Historic Conservation Commission since November 5, 1991, and significantly contributes through her appreciation for historic neighborhoods & architecture. Her reappointment would assume the effective dates of June 25, 2015 – June 24, 2020.

Mrs. Halliwell has been contacted and has agreed to serve if appointed.

If there are any questions, please feel free to contact the Planning Department.



City of Hattiesburg, MS

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

Master

File Number: 2016-2757

File ID: 2016-2757

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 06/22/2016

Brief Title: Event marketing agreement with IMG College, LLC
for marketing partnership with USM athletics.

Final Action: 07/05/2016

Minute Book Number: MB2016-165-166

Title:

Approve and authorize execution of event marketing agreement with IMG College, LLC, for marketing partnership with USM athletics for a three year period beginning July 1, 2016 and ending June 30, 2019, in the annual amounts outlined in said agreement.

Notes:

Sponsors:

Enactment Date:

Attachments: City of Hattiesburg contact 2016, City of Hattiesburg
2016, executed City of Hattiesburg contact 2016

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/05/2016	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Approve and authorize execution of event marketing agreement with IMG College, LLC, for marketing partnership with USM athletics for a three year period beginning July 1, 2016 and ending June 30, 2019, in the annual amounts outlined in said agreement.							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-2757

Title

Approve and authorize execution of event marketing agreement with IMG College, LLC, for marketing partnership with USM athletics for a three year period beginning July 1, 2016 and ending June 30, 2019, in the annual amounts outlined in said agreement.

Summary

Event marketing agreement with IMG College, LLC for marketing partnership with USM athletics.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Sponsor #: 0000748357

Contract #: 114561

Date: 5/11/2016

Sponsor: City of Hattiesburg

Attn: Chinika Hood

PO Box 1898

Hattiesburg, MS 39402

Bill To: City of Hattiesburg

Attn: Johnny DuPree

P.O. Box 1898

Hattiesburg, MS 39402

This Marketing Agreement ("Agreement") relates to sponsorship opportunities and the specific inventory items listed herein at the below-listed University, solely with respect to its athletics department ("University"). IMG College, LLC ("IMG"), as University's designated multi-media rights holder, appreciates Sponsor's commitment to support and sponsor University. Each of IMG and Sponsor hereinafter may be referred to individually as "Party" and collectively as "Parties". The Parties agree the following terms and conditions are applicable to this Agreement.

DURING EACH CONTRACT YEAR OF THE TERM OF THIS AGREEMENT, SPONSOR SHALL RECEIVE:

<u>University</u>	<u>Sport</u>	<u>Product</u>	<u>Inventory Item</u>	<u>Quantity</u>	<u>Events</u>
USM	All Sport	Internet	Mobile App Banner	25	1
USM	All Sport	Internet	Website - 970x66 Ad	25	Season
USM	All Sport	Internet	Website -300x250 Ad	25	Season
USM	All Sport	Internet	Website -728x90 Ad	25	Season
USM	All Sport	Miscellaneous	Appearance of Seymour	1	2
USM	Baseball	Gameday	PA Announcement & Videoboard Recognition	2	Season
USM	Baseball	Signage	Concourse Signage	1	Season
USM	Baseball	Tickets	Season Ticket	14	Season
USM	Basketball - Men's	Gameday	PA Announcement	2	Season
USM	Basketball - Men's	Print	Game Program (P) Quarter- Page Color Ad	1	Season
USM	Basketball - Men's	Television	Coach's Show Spot (00:00:30)	1	10
USM	Basketball - Men's	Tickets	Season Parking Pass	3	Season
USM	Basketball - Men's	Tickets	Season Ticket	12	Season
USM	Basketball - Women's	Tickets	Season Ticket	4	Season
USM	Football	Gameday	Game Day On-Field Promotion	1	1
USM	Football	Hospitality	Eagle Village Hospitality Pass	40	1
USM	Football	Hospitality	Eagle Village Hospitality Pass	6	Season
USM	Football	Print	Yearbook Full-Page Color Ad	1	Season
USM	Football	Signage	West Concourse Panels	1	Season
USM	Football	Television	Coach's Show Spot (00:00:30)	1	12
USM	Football	Tickets	Season Parking Pass	3	Season
USM	Football	Tickets	Season Ticket	40	Season
USM	Softball	Gameday	PA Announcement	1	Season

CONTRACT TERMS:

Contract Period ("Term"): 07/01/2016 to 06/30/2019

Annual Investment:

Contract Year *IMG Net Cash Amount*

2016-2017 \$28,000.00

2017-2018 \$29,400.00

2018-2019 \$30,870.00

General Comments:

Sponsor shall pay IMG the *IMG Net Cash Amount* reflected above in accordance with the Installment Billing Schedule below. There is no agency commission included in this Agreement.

INSTALLMENT BILLING SCHEDULE:

Invoice Date *IMG Net Cash Invoice Amount*

10/01/2016 \$28,000.00

10/01/2017 \$29,400.00

10/01/2018 \$30,870.00

Sponsor agrees to submit each payment by check or wire transfer. If Sponsor pays by check, then Sponsor should send the check, together with a remittance or invoice identifying University and this Agreement, to the following remittance address, unless and until IMG directs otherwise: IMG College, LLC, Box 16533, Palatine, IL 60055. If Sponsor pays by wire or funds transfer, then Sponsor should request applicable account information from either IMG's chief financial officer or its accounting department. With respect to the processing of Sponsor's payments under this Agreement, IMG will not engage with any third-party payment processor (e.g., Ariba, PayModeX, etc.). Any amount not duly paid within thirty (30) days of the applicable invoice date shall be subject to a finance charge of one and one-half percent (1.5%) per month to be paid by Sponsor. As a convenience and reminder for Sponsor, IMG will submit invoices to Sponsor at the address previously set forth in this Agreement.

Billing Notes:

*Terms: Due Net Ten (10) Days.
Checks should be made payable to IMG College, LLC.*

ADDITIONAL TERMS AND CONDITIONS

Sponsor and IMG agree the following additional terms and conditions are applicable to this Agreement.

Trademarks. No authorization is granted herein to Sponsor for use of University's names, logos, trademarks, service marks, trade names or other identifying indicia ("Trademarks"). Accordingly, any such use is prohibited.

Insurance. Sponsor shall carry at all times during the Term: (i) commercial general liability insurance (including, without limitation, premises-operations, broad-form property damage, products and completed operations, contractual liability, independent contractors and personal and advertising injury) with a minimum combined single limit for each occurrence of at least One Million Dollars (\$1,000,000.00), a general aggregate of Two Million Dollars (\$2,000,000.00) and a separate products-completed operations aggregate of Two Million Dollars (\$2,000,000.00); (ii) commercial automobile liability insurance with a minimum combined single limit of at least One Million Dollars (\$1,000,000.00) for each accident; (iii) workers' compensation insurance, as required by applicable law; (iv) employer's liability insurance with minimum limits of not less than One Million Dollars (\$1,000,000.00) for each accident and One Million Dollars (\$1,000,000.00) for disease coverage for each employee and policy and (v) umbrella liability insurance with a minimum combined single limit for each occurrence of at least Five Million Dollars (\$5,000,000.00) and an aggregate of Five Million Dollars (\$5,000,000.00). Sponsor's automobile liability, general liability and umbrella liability policies are to (i) be written on a primary and non-contributory basis and (ii) name IMG College, LLC, and its parent, subsidiary and affiliated companies, including their respective directors, officers, employees and agents, as additional insureds. A waiver of subrogation in favor of IMG College, LLC, and its parent, subsidiary and affiliated companies, including their respective directors, officers, employees and agents, should be included under the policies listed above. Sponsor will be responsible for paying any deductible or retention under its policies. Upon request, Sponsor shall furnish IMG with certificates of insurance evidencing its compliance with the provisions of this section.

Production Expenses. Sponsor shall also be responsible for paying production expenses associated with the preparation of signage inventory. IMG either will (i) present such costs for Sponsor's direct payment or (ii) if requested by Sponsor, pay such costs and reflect them to Sponsor as additional expenses.

Preparation of Promotional/Sponsorship Recognitions. IMG is responsible for providing publication space or spot-advertisement locations for Sponsor-prepared promotional/sponsorship recognitions or advertising. Advertising production, video or graphics production, talent charges and service charges, if any, are not covered under this Agreement and remain Sponsor's sole responsibility, but can be obtained for an additional service fee. Sponsor is responsible for timely submitting to IMG its advertisements, promotional/sponsorship recognitions, graphics, LED designs, video-board features and/or Internet displays, as applicable, for elements listed in this Agreement ("Sponsorship Materials"). Sponsorship Materials provided by or on behalf of Sponsor shall be subject to IMG approval, which, hereunder, shall not be deemed approval as to conformity with any federal, state or local laws or regulations. If IMG has not received from Sponsor its applicable Sponsorship Materials for publication, distribution or display by the deadline date (which IMG will provide Sponsor), or if Sponsor submits to IMG copy corrections of Sponsorship Materials after the deadline date, then IMG shall not be obligated to publish Sponsorship Materials or corrected Sponsorship Materials, whichever the case may be. IMG's failure to publish Sponsorship Materials or corrected Sponsorship Materials due to Sponsor's failure to meet the deadline date, however, shall in no way relieve Sponsor of any of its obligations and duties under this Agreement, including its obligation to submit payments in full, as set forth in the *Annual Investment* section. Sponsor agrees to hold and save IMG, University and each of their parents, subsidiaries, affiliates, officers, employees and agents harmless against any and all claims, losses or damages (including reasonable attorneys' fees and expenses) arising or resulting from IMG's publishing Sponsorship Materials, or any parts thereof, in the form or format Sponsor (or its agent) provides, approves or requests.

Compliance. In connection with Sponsor's activities with respect to this Agreement, Sponsor agrees to comply with the policies, rules and regulations of both University and any athletics conference to which University belongs during the Term (provided IMG gives Sponsor such policies, rules and regulations in writing, reasonably in advance of their effective dates), as well as the NCAA's constitution, bylaws and rules (publicly available at www.ncaa.org). This obligation includes, but is not limited to, the obligation to comply with NCAA bylaws and rules restricting use of a student-athlete's name or likeness. Sponsor agrees to hold and save IMG, University and each of their parents, subsidiaries, affiliates, officers, employees and agents harmless against any and all claims, losses or damages (including reasonable attorneys' fees and expenses) arising or resulting from Sponsor's (or its agent's) breach of this section's provisions.

Effect of Breach. If Sponsor fails to make timely payment of the sponsorship amounts by the applicable payment dates set forth in the *Annual Investment* section (and fails to cure such non-payment within ten (10) days after receiving from IMG written notice thereof), then IMG reserves the right, but is not obligated, to suspend delivery (or provision) to Sponsor of any further sponsorship recognitions or benefits under this Agreement and/or to terminate this Agreement effective upon written notice from IMG to Sponsor. If Sponsor breaches the **Trademarks** section (including, without limitation, any unauthorized use of University's or IMG's Trademarks) or the **Compliance** section, then IMG reserves the right to terminate this Agreement effective upon written notice from IMG to Sponsor. If IMG terminates this Agreement before the Term expires due to Sponsor's breach in accordance with this section, then Sponsor shall remain liable for payment of all applicable sponsorship amounts for the entire Contract Year (during which the termination occurred) less only the actual amount IMG can recoup for such Contract Year's sponsorship elements not used by Sponsor through sponsorship agreements IMG obtains for University from other sponsors after the effective termination date and before such Contract Year's conclusion.

Unforeseen Events. Should IMG, due to public emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, acts of God or similar reasons, including, but not limited to, mechanical breakdowns beyond the control and without the fault of IMG, be unable to perform any of its obligations hereunder, it shall not be liable to Sponsor except to the extent of (i) providing suitable "make goods" approved by Sponsor and IMG or (ii) allowing a *pro rata* rate reduction on Sponsor's payments under this Agreement. Sponsor agrees, if for any reason there are any changes to the benefits to be provided it at any time during the Term,

then IMG, on Sponsor's behalf, will use its best efforts to acquire similar make-good benefits as are mutually agreeable to Sponsor and IMG. If Sponsor and IMG are unable to agree mutually upon any such make-good benefits, then IMG will promptly give Sponsor a *pro rata* credit (or, if necessary, a *pro rata* refund of fees already paid) for benefits not already provided hereunder.

Assignment. This Agreement is personal to Sponsor. Neither this Agreement nor any of Sponsor's rights hereunder shall be sold, transferred or assigned by Sponsor without IMG's prior written approval, and no rights shall devolve by operation of law or otherwise upon any Sponsor assignee, receiver, liquidator, trustee or other party. Any such unauthorized assignment shall be void and of no effect unless approved by IMG in writing. Subject to the foregoing, this Agreement shall be binding upon any approved Sponsor assignee or successor, and this Agreement shall inure to the benefit of IMG, its successors and permitted assigns.

Miscellaneous. This Agreement sets forth the entire understanding of the Parties with respect to its subject matter, supersedes all prior negotiations and agreements between the Parties concerning such subject matter and may be modified or amended only by a written instrument signed by each Party. Each Party represents and warrants to the other Party (i) the individual signing this Agreement on its behalf is duly authorized to do so and (ii) no representations have been made or relied upon by either Party other than those expressly provided for. This Agreement may be executed via delivery of a facsimile transmission or other commonly used electronic means (*e.g.*, via a PDF attachment) in one (1) or more counterpart(s), each of which shall be deemed an original, but all of which, taken together, shall constitute one (1) and the same agreement. No agent, employee or other representative of either Party is empowered to alter any of this Agreement's terms, unless in a written instrument signed by an authorized officer or agent of the appropriate Party. A waiver by either Party of any of the terms or conditions of this Agreement in any instance will not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. IMG may terminate this Agreement, effective immediately upon delivery of written notice to Sponsor, in the event IMG's rights agreement with University is terminated for any reason; provided, however, IMG shall provide Sponsor a *pro rata* refund of any amounts paid for benefits not yet received as of the effective date of such termination. This Agreement will be governed by and construed in accordance with the laws of the state of Mississippi, without giving effect to its conflict of law rules.

Sponsor: City of Hattiesburg

Contract #: 114561

Contract Date: 5/11/2016

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective, duly-authorized officers, employees or representatives.

IMG College, LLC

Sponsor

Signature of IMG College, LLC

Signature of Sponsor

Name: _____

(Please Print)

Title: _____

Title: _____

Date: _____

Date: _____

Thank you for your business!

For billing inquiries, please contact Office of Accounts Receivable at (336)-831-0737.

City of Hattiesburg

Partnership with Southern Miss Athletics



April 2016

PARTNERSHIP OBJECTIVES

- » To show fans the great aspects of Hattiesburg
- » Extend a positive image of our great city with home and visiting fans
- » To continue a partnership between the City of Hattiesburg and Southern Miss





Engaging with the Southern Miss Golden Eagles

Celebrating 15 years of a Partnership

The City of Hattiesburg will make sure that their branding is present for every minute of the 2016 football season with signage and game day activations

Signage

- » West Concourse Panel Signage (5'h x 7'w)

Game Day

- » One (1) On-Field Promotion
- » Used to recognize all the hardworking city employees



Stay in Swing in the Spring

The City of Hattiesburg will ensure that their branding efforts from earlier in the year carry through to the spring with baseball signage and game day activations

Signage

» Concourse Signage (4'w x 4'h)

Game Day

» PA Announcement with Video Board Recognition



Staying Connected

The City of Hattiesburg will directly communicate their message to Southern Miss fans through PA Announcements in multiple sports

PA Announcements

- » Men's Basketball
- » Softball

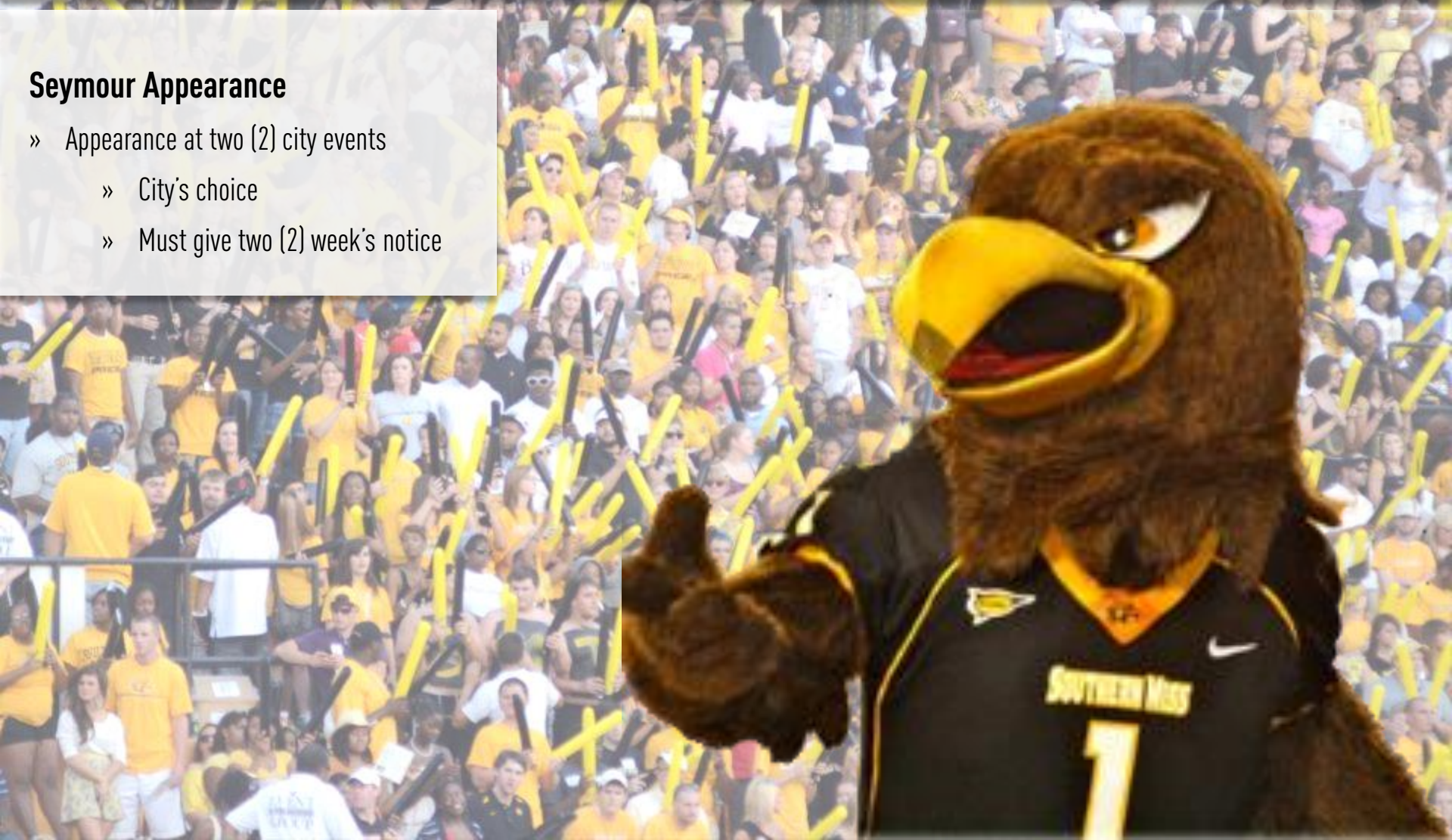


Bringing “The Rock” to the Community

The City of Hattiesburg will align closely with Southern Miss Athletics, utilizing a mascot appearance at two (2) city events

Seymour Appearance

- » Appearance at two (2) city events
 - » City's choice
 - » Must give two (2) week's notice



Reach Fans in their Homes

The City of Hattiesburg will see their message transmitted to Southern Miss fans in their homes with activation of television assets

Television Assets

- » Football
 - » Coach's Show Spot
- » Basketball
 - » Coach's Show Spot

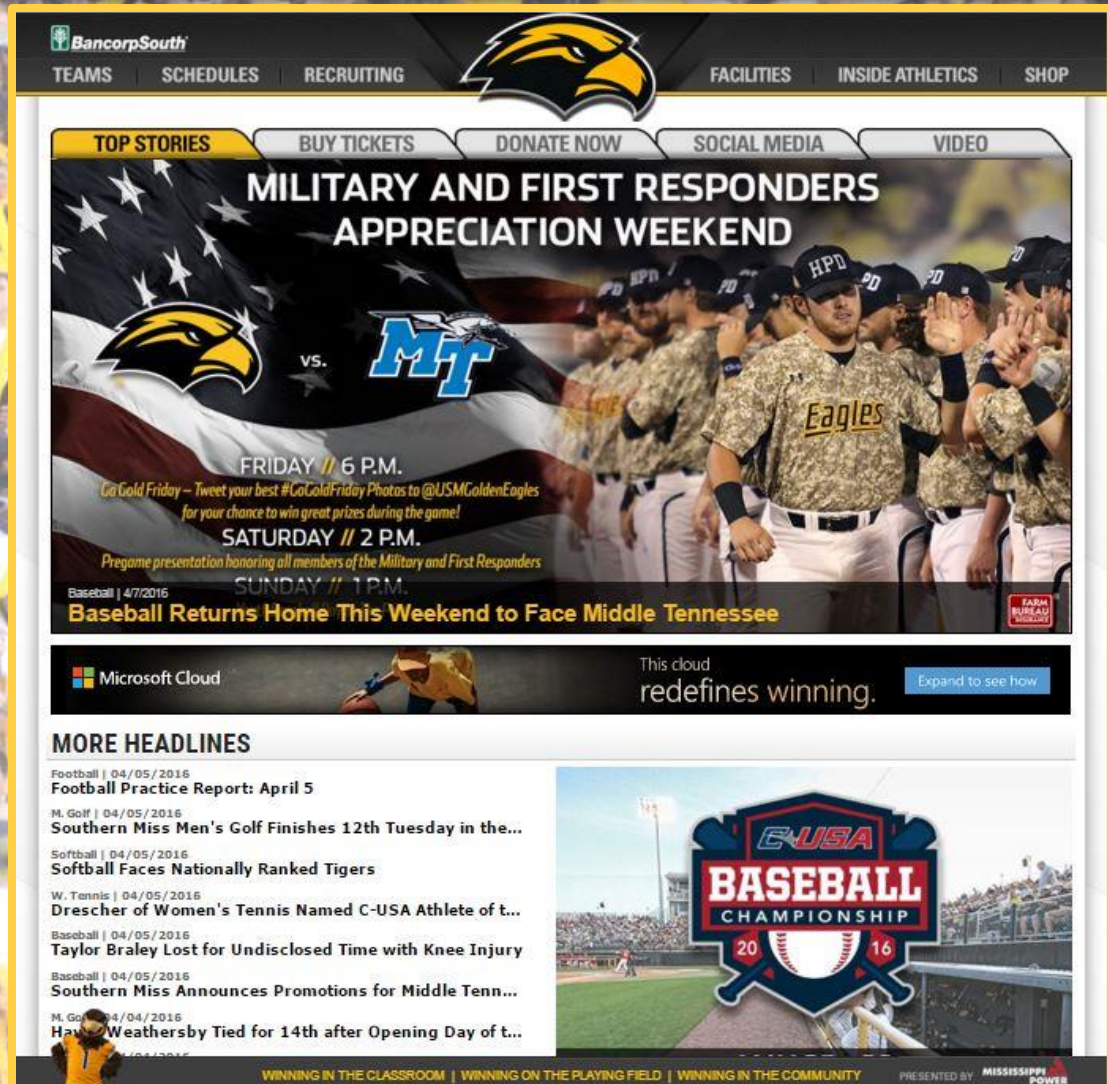


Use Digital Assets to Raise Awareness

The City of Hattiesburg will capture the attention of fans online through a bevy of digital activations across multiple platforms

Digital Assets

- » 100,000 Banner Ads across multiple platforms (desktop website, mobile website, and gameday app)



Put Materials Directly in the Hands of Fans

The City of Hattiesburg will create a touch point with Southern Miss fans by activating print assets in football and basketball

Print Assets

- » Football
 - » One (1) Yearbook Full-Page Color Ad
- » Basketball
 - » One (1) Game Program Quarter-Page Color Ad



Provide Lasting Impressions

The City of Hattiesburg will use their allotment of season tickets and hospitality assets across sports to accomplish their goals and objectives

Ticket/Hospitality Assets

- » Football
 - » Forty (40) Season Tickets
 - » Three (3) Season Parking Passes
 - » Six (6) Eagle Village Hospitality Passes-Season
 - » Forty (40) Single game tickets w/ hospitality
- » Men's Basketball
 - » Twelve (12) Season Tickets
 - » Three (3) Season Parking Passes
- » Women's Basketball
 - » Four (4) Season Tickets
- » Baseball
 - » Fourteen (14) Season Tickets



PARTNERSHIP SUMMARY

City of Hattiesburg + Southern Miss Athletics

SPORT	CATEGORY	ASSET
Football	Signage	West Concourse Signage
Football	Game Day	One (1) On-Field Promotion
Baseball	Signage	Concourse Signage
Baseball	Game Day	PA Announcement with Video Board Recognition
Basketball	Game Day	PA Announcement
Softball	Game Day	PA Announcement
All Sport	Miscellaneous	Seymour Appearance
Football	Television	Coach's Show Spot
Basketball	Television	Coach's Show Spot
All Sport	Digital	100,000 Banner Ads (Desktop, Mobile and App)

PARTNERSHIP SUMMARY (cont.)

City of Hattiesburg + Southern Miss Athletics

SPORT	CATEGORY	ASSET
Football	Print	One (1) Yearbook Full-Page Color Ad
Basketball	Print	One (1) Game Program Quarter-Page Ad
Football	Tickets	Forty (40) Season Tickets
Football	Tickets	Three (3) Season Parking Passes
Football	Hospitality	Eagle Village Hospitality Passes
Basketball	Tickets	Twelve (12) Season Tickets
Basketball	Tickets	Three (3) Season Parking Passes
Baseball	Tickets	Fourteen (14) Season Tickets

INVESTMENT

2016-17: \$28,000

2017-18: \$29,400

2018-19: \$30,870





Appendix

College Fans **Support** Sponsors

COLLEGE SPORTS FANS NOTICE AND BUY FROM SPORTS SPONSORS

SPORTS SPONSOR AWARENESS & BEHAVIOR ¹

Notice Ads In Sports Stadiums	130*
Pay Attention To Ads In Sports Stadiums	124*
More Likely To Buy From Sports Sponsors	145*

COLLEGE SPORTS FANS HAVE POSITIVE PERCEPTIONS OF SPORTS SPONSORS

SPORTS SPONSOR PERCEPTIONS ²

Positive Perceptions of Sports Sponsors	122**
More Loyal To Sports Sponsors	109**
Had Great Sports Experiences Because Of Sponsors	134**

COLLEGE SPORTS FANS ARE MORE LIKELY TO RESPOND TO ALL TYPES OF INCENTIVE OFFERS

RESPOND TO INCENTIVE OFFERS ¹

Any Type	122*
----------	------

Types

Contests	135*
Sweepstakes	120*
Rebates On Purchases	128*
Proof Of Purchase Gifts	125*
Free Products/Coupons	122*

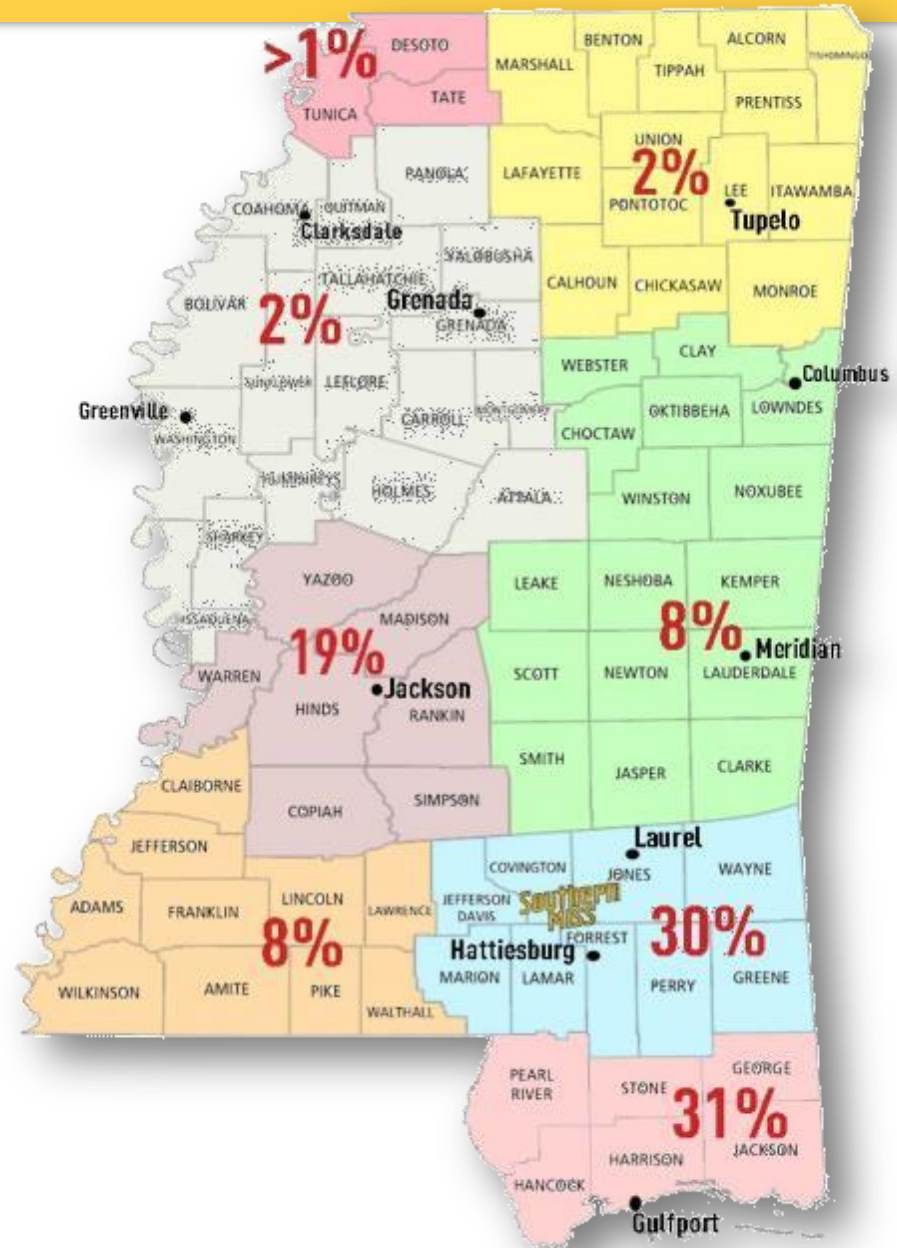
*Denotes Significance With A 95% Confidence Interval
**Denotes Outside the Margin of Error at a 95% Confidence Interval
All Indices Are Fans Vs. Non-Fans

Source: (1) Simmons NCS, Summer 2015 NHCS Adult Study 12-month+
(2) Luker on Trends - ESPN Sports Poll (2014, 18,099 Interviews) US 12+

SOUTHERN MISS ALUMNI IN MISSISSIPPI

Number of Alumni in Each Region

	Northwest	549
	Northeast	1,413
	Delta	1,422
	East Central	5,836
	Central	13,882
	Southwest	5,573
	Pine Belt	22,189
	Coast	22,432



WME | IMG

WME | IMG is committed to bringing the most innovative and creative opportunities to its world-class clients, partners and employees. Formed in 2014 when WME, the world's leading entertainment agency, acquired IMG, the premier sports and media company, WME | IMG is a diverse, unrivaled entity offering an unparalleled client roster; strategic partnerships with sponsors and brands; and marquee assets across sports, entertainment, events, music and fashion. With nearly 5,000 employees operating in more than 25 countries around the world, WME | IMG's areas of expertise include talent representation, commercial marketing and endorsements, brand licensing, event management, and media production and distribution.

Sponsor #: 0000748357

Contract #: 114561

Date: 5/11/2016

Sponsor: City of Hattiesburg
Attn: Chinika Hood
PO Box 1898

Hattiesburg, MS 39402

Bill To: City of Hattiesburg
Attn: Johnny DuPree
P.O. Box 1898

Hattiesburg, MS 39402

This Marketing Agreement ("Agreement") relates to sponsorship opportunities and the specific inventory items listed herein at the below-listed University, solely with respect to its athletics department ("University"). IMG College, LLC ("IMG"), as University's designated multi-media rights holder, appreciates Sponsor's commitment to support and sponsor University. Each of IMG and Sponsor hereinafter may be referred to individually as "Party" and collectively as "Parties". The Parties agree the following terms and conditions are applicable to this Agreement.

DURING EACH CONTRACT YEAR OF THE TERM OF THIS AGREEMENT, SPONSOR SHALL RECEIVE:

<u>University</u>	<u>Sport</u>	<u>Product</u>	<u>Inventory Item</u>	<u>Quantity</u>	<u>Events</u>
USM	All Sport	Internet	Mobile App Banner	25	1
USM	All Sport	Internet	Website - 970x66 Ad	25	Season
USM	All Sport	Internet	Website -300x250 Ad	25	Season
USM	All Sport	Internet	Website -728x90 Ad	25	Season
USM	All Sport	Miscellaneous	Appearance of Seymour	1	2
USM	Baseball	Gameday	PA Announcement & Videoboard Recognition	2	Season
USM	Baseball	Signage	Concourse Signage	1	Season
USM	Baseball	Tickets	Season Ticket	14	Season
USM	Basketball - Men's	Gameday	PA Announcement	2	Season
USM	Basketball - Men's	Print	Game Program (P) Quarter- Page Color Ad	1	Season
USM	Basketball - Men's	Television	Coach's Show Spot (00:00:30)	1	10
USM	Basketball - Men's	Tickets	Season Parking Pass	3	Season
USM	Basketball - Men's	Tickets	Season Ticket	12	Season
USM	Basketball - Women's	Tickets	Season Ticket	4	Season
USM	Football	Gameday	Game Day On-Field Promotion	1	1
USM	Football	Hospitality	Eagle Village Hospitality Pass	40	1
USM	Football	Hospitality	Eagle Village Hospitality Pass	6	Season
USM	Football	Print	Yearbook Full-Page Color Ad	1	Season
USM	Football	Signage	West Concourse Panels	1	Season
USM	Football	Television	Coach's Show Spot (00:00:30)	1	12
USM	Football	Tickets	Season Parking Pass	3	Season
USM	Football	Tickets	Season Ticket	40	Season
USM	Softball	Gameday	PA Announcement	1	Season

CONTRACT TERMS:

Contract Period ("Term"): 07/01/2016 to 06/30/2019

Annual Investment:

Contract Year IMG Net Cash Amount

2016-2017 \$28,000.00

2017-2018 \$29,400.00

2018-2019 \$30,870.00

General Comments:

Sponsor shall pay IMG the *IMG Net Cash Amount* reflected above in accordance with the Installment Billing Schedule below. There is no agency commission included in this Agreement.

INSTALLMENT BILLING SCHEDULE:

Invoice Date IMG Net Cash Invoice Amount

10/01/2016 \$28,000.00

10/01/2017 \$29,400.00

10/01/2018 \$30,870.00

Sponsor agrees to submit each payment by check or wire transfer. If Sponsor pays by check, then Sponsor should send the check, together with a remittance or invoice identifying University and this Agreement, to the following remittance address, unless and until IMG directs otherwise: IMG College, LLC, Box 16533, Palatine, IL 60055. If Sponsor pays by wire or funds transfer, then Sponsor should request applicable account information from either IMG's chief financial officer or its accounting department. With respect to the processing of Sponsor's payments under this Agreement, IMG will not engage with any third-party payment processor (e.g., Ariba, PayModeX, etc.). Any amount not duly paid within thirty (30) days of the applicable invoice date shall be subject to a finance charge of one and one-half percent (1.5%) per month to be paid by Sponsor. As a convenience and reminder for Sponsor, IMG will submit invoices to Sponsor at the address previously set forth in this Agreement.

Billing Notes:

*Terms: Due Net Ten (10) Days.
Checks should be made payable to IMG College, LLC.*

ADDITIONAL TERMS AND CONDITIONS

Sponsor and IMG agree the following additional terms and conditions are applicable to this Agreement.

Trademarks. No authorization is granted herein to Sponsor for use of University's names, logos, trademarks, service marks, trade names or other identifying indicia ("Trademarks"). Accordingly, any such use is prohibited.

Insurance. Sponsor shall carry at all times during the Term: (i) commercial general liability insurance (including, without limitation, premises-operations, broad-form property damage, products and completed operations, contractual liability, independent contractors and personal and advertising injury) with a minimum combined single limit for each occurrence of at least One Million Dollars (\$1,000,000.00), a general aggregate of Two Million Dollars (\$2,000,000.00) and a separate products-completed operations aggregate of Two Million Dollars (\$2,000,000.00); (ii) commercial automobile liability insurance with a minimum combined single limit of at least One Million Dollars (\$1,000,000.00) for each accident; (iii) workers' compensation insurance, as required by applicable law; (iv) employer's liability insurance with minimum limits of not less than One Million Dollars (\$1,000,000.00) for each accident and One Million Dollars (\$1,000,000.00) for disease coverage for each employee and policy and (v) umbrella liability insurance with a minimum combined single limit for each occurrence of at least Five Million Dollars (\$5,000,000.00) and an aggregate of Five Million Dollars (\$5,000,000.00). Sponsor's automobile liability, general liability and umbrella liability policies are to (i) be written on a primary and non-contributory basis and (ii) name IMG College, LLC, and its parent, subsidiary and affiliated companies, including their respective directors, officers, employees and agents, as additional insureds. A waiver of subrogation in favor of IMG College, LLC, and its parent, subsidiary and affiliated companies, including their respective directors, officers, employees and agents, should be included under the policies listed above. Sponsor will be responsible for paying any deductible or retention under its policies. Upon request, Sponsor shall furnish IMG with certificates of insurance evidencing its compliance with the provisions of this section.

Production Expenses. Sponsor shall also be responsible for paying production expenses associated with the preparation of signage inventory. IMG either will (i) present such costs for Sponsor's direct payment or (ii) if requested by Sponsor, pay such costs and reflect them to Sponsor as additional expenses.

Preparation of Promotional/Sponsorship Recognitions. IMG is responsible for providing publication space or spot-advertisement locations for Sponsor-prepared promotional/sponsorship recognitions or advertising. Advertising production, video or graphics production, talent charges and service charges, if any, are not covered under this Agreement and remain Sponsor's sole responsibility, but can be obtained for an additional service fee. Sponsor is responsible for timely submitting to IMG its advertisements, promotional/sponsorship recognitions, graphics, LED designs, video-board features and/or Internet displays, as applicable, for elements listed in this Agreement ("Sponsorship Materials"). Sponsorship Materials provided by or on behalf of Sponsor shall be subject to IMG approval, which, hereunder, shall not be deemed approval as to conformity with any federal, state or local laws or regulations. If IMG has not received from Sponsor its applicable Sponsorship Materials for publication, distribution or display by the deadline date (which IMG will provide Sponsor), or if Sponsor submits to IMG copy corrections of Sponsorship Materials after the deadline date, then IMG shall not be obligated to publish Sponsorship Materials or corrected Sponsorship Materials, whichever the case may be. IMG's failure to publish Sponsorship Materials or corrected Sponsorship Materials due to Sponsor's failure to meet the deadline date, however, shall in no way relieve Sponsor of any of its obligations and duties under this Agreement, including its obligation to submit payments in full, as set forth in the *Annual Investment* section. Sponsor agrees to hold and save IMG, University and each of their parents, subsidiaries, affiliates, officers, employees and agents harmless against any and all claims, losses or damages (including reasonable attorneys' fees and expenses) arising or resulting from IMG's publishing Sponsorship Materials, or any parts thereof, in the form or format Sponsor (or its agent) provides, approves or requests.

Compliance. In connection with Sponsor's activities with respect to this Agreement, Sponsor agrees to comply with the policies, rules and regulations of both University and any athletics conference to which University belongs during the Term (provided IMG gives Sponsor such policies, rules and regulations in writing, reasonably in advance of their effective dates), as well as the NCAA's constitution, bylaws and rules (publicly available at www.ncaa.org). This obligation includes, but is not limited to, the obligation to comply with NCAA bylaws and rules restricting use of a student-athlete's name or likeness. Sponsor agrees to hold and save IMG, University and each of their parents, subsidiaries, affiliates, officers, employees and agents harmless against any and all claims, losses or damages (including reasonable attorneys' fees and expenses) arising or resulting from Sponsor's (or its agent's) breach of this section's provisions.

Effect of Breach. If Sponsor fails to make timely payment of the sponsorship amounts by the applicable payment dates set forth in the *Annual Investment* section (and fails to cure such non-payment within ten (10) days after receiving from IMG written notice thereof), then IMG reserves the right, but is not obligated, to suspend delivery (or provision) to Sponsor of any further sponsorship recognitions or benefits under this Agreement and/or to terminate this Agreement effective upon written notice from IMG to Sponsor. If Sponsor breaches the **Trademarks** section (including, without limitation, any unauthorized use of University's or IMG's Trademarks) or the **Compliance** section, then IMG reserves the right to terminate this Agreement effective upon written notice from IMG to Sponsor. If IMG terminates this Agreement before the Term expires due to Sponsor's breach in accordance with this section, then Sponsor shall remain liable for payment of all applicable sponsorship amounts for the entire Contract Year (during which the termination occurred) less only the actual amount IMG can recoup for such Contract Year's sponsorship elements not used by Sponsor through sponsorship agreements IMG obtains for University from other sponsors after the effective termination date and before such Contract Year's conclusion.

Unforeseen Events. Should IMG, due to public emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, acts of God or similar reasons, including, but not limited to, mechanical breakdowns beyond the control and without the fault of IMG, be unable to perform any of its obligations hereunder, it shall not be liable to Sponsor except to the extent of (i) providing suitable "make goods" approved by Sponsor and IMG or (ii) allowing a *pro rata* rate reduction on Sponsor's payments under this Agreement. Sponsor agrees, if for any reason there are any changes to the benefits to be provided it at any time during the Term,

then IMG, on Sponsor's behalf, will use its best efforts to acquire similar make-good benefits as are mutually agreeable to Sponsor and IMG. If Sponsor and IMG are unable to agree mutually upon any such make-good benefits, then IMG will promptly give Sponsor a *pro rata* credit (or, if necessary, a *pro rata* refund of fees already paid) for benefits not already provided hereunder.

Assignment. This Agreement is personal to Sponsor. Neither this Agreement nor any of Sponsor's rights hereunder shall be sold, transferred or assigned by Sponsor without IMG's prior written approval, and no rights shall devolve by operation of law or otherwise upon any Sponsor assignee, receiver, liquidator, trustee or other party. Any such unauthorized assignment shall be void and of no effect unless approved by IMG in writing. Subject to the foregoing, this Agreement shall be binding upon any approved Sponsor assignee or successor, and this Agreement shall inure to the benefit of IMG, its successors and permitted assigns.

Miscellaneous. This Agreement sets forth the entire understanding of the Parties with respect to its subject matter, supersedes all prior negotiations and agreements between the Parties concerning such subject matter and may be modified or amended only by a written instrument signed by each Party. Each Party represents and warrants to the other Party (i) the individual signing this Agreement on its behalf is duly authorized to do so and (ii) no representations have been made or relied upon by either Party other than those expressly provided for. This Agreement may be executed via delivery of a facsimile transmission or other commonly used electronic means (*e.g.*, via a PDF attachment) in one (1) or more counterpart(s), each of which shall be deemed an original, but all of which, taken together, shall constitute one (1) and the same agreement. No agent, employee or other representative of either Party is empowered to alter any of this Agreement's terms, unless in a written instrument signed by an authorized officer or agent of the appropriate Party. A waiver by either Party of any of the terms or conditions of this Agreement in any instance will not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. IMG may terminate this Agreement, effective immediately upon delivery of written notice to Sponsor, in the event IMG's rights agreement with University is terminated for any reason; provided, however, IMG shall provide Sponsor a *pro rata* refund of any amounts paid for benefits not yet received as of the effective date of such termination. This Agreement will be governed by and construed in accordance with the laws of the state of Mississippi, without giving effect to its conflict of law rules.

Sponsor: City of Hattiesburg

Contract #: 114561

Contract Date: 5/11/2016

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective, duly-authorized officers, employees or representatives.

IMG College, LLC

Signature of IMG College, LLC

Name: _____

Title: _____

Date: _____

Sponsor



Signature of Sponsor

Johnny L. DuPree
(Please Print)

Title: Mayor

Date: 7-5-16

Thank you for your business!
For billing inquiries, please contact Office of Accounts Receivable at (336)-831-0737.



City of Hattiesburg, MS

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

Master

File Number: 2016-2766

File ID: 2016-2766

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 06/27/2016

Brief Title: Approve MOU for Long Leaf Trace Improvement Bond funds.

Final Action: 07/05/2016

Minute Book Number: MB2016-166

Title: Approve Memorandum of Understanding (MOU) between the City of Hattiesburg and the Mississippi Department of Finance and Administration for Long Leaf Trace Improvement Bond funds in the amount of \$145,000; Authorize mayor to execute duplicate originals.

Notes:

Sponsors:

Enactment Date:

Attachments: FINAL MOU CITY OF HATTIESBURG LONGLEAF TRACE IMPROVEMENTS 2015, executed FINAL MOU CITY OF HATTIESBURG LONGLEAF TRACE IMPROVEMENTS 2015

Enactment Number:

Contact:

Meeting Date: 07/05/2016

Drafter: Marie Harris

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/05/2016	Approve				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Approve Memorandum of Understanding (MOU) between the City of Hattiesburg and the Mississippi Department of Finance and Administration for Long Leaf Trace Improvement Bond funds in the amount of \$145,000; Authorize mayor to execute duplicate originals.							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-2766

Title

Approve Memorandum of Understanding (MOU) between the City of Hattiesburg and the Mississippi Department of Finance and Administration for Long Leaf Trace Improvement Bond funds in the amount of \$145,000; Authorize mayor to execute duplicate originals.

Summary

Approve MOU for Long Leaf Trace Improvement Bond funds.

Budget Information

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into between the Department of Finance and Administration (hereinafter the "DFA") and the City of Hattiesburg for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the City of Hattiesburg, Mississippi in paying the costs associated with constructing and making improvements to the Long Leaf Trace in Hattiesburg, Mississippi (hereinafter "City of Hattiesburg") (the "Project") pursuant to Section 27 of Senate Bill 2906, 2015 Regular Session, Laws of 2015 (hereinafter the "Act"). This MOU is entered into pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed One Hundred Forty-Five Thousand Dollars and No/100 (\$145,000.00), for the Project.

RECITALS

WHEREAS, the Act establishes the 2015 Hattiesburg Longleaf Trace Improvements Fund for the purpose of providing funds to the City of Hattiesburg to pay the costs of the Project; and

WHEREAS, pursuant to the Act, the State Bond Commission, on behalf of the State of Mississippi (the "State"), issued general obligation bonds of the State (the "Bonds") to fund the Project and certain other projects and programs; and

WHEREAS, a portion of the proceeds of the Bonds have been deposited in the 2015 Hattiesburg Longleaf Trace Improvements Fund to fund the Project; and

WHEREAS, the Act authorizes the DFA, within its discretion, to disburse monies in the 2015 Hattiesburg Longleaf Trace Improvements Fund to pay the costs of the Project; and

WHEREAS, the DFA has requested the City of Hattiesburg to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein by reference, to the extent required by State of Mississippi state bidding laws, and other policies and procedures of the DFA's Bureau of Building, Grounds and Real Property Management (the "Bureau"), and furnish any such documentation to the Bureau. Where recipient of funds is other than a state agency or governing authority, procurement shall be handled in accordance with all requirements that DFA would be subject to if the DFA were procuring the item. However, where such procurement requires oversight approval, such oversight approval shall be obtained from the DFA's Bureau; and

WHEREAS, the City of Hattiesburg agrees to make every effort to expend the funds within thirty-six (36) months from the date of issuance of the Bonds by the State in accordance with guidelines found in Section 148 of the Internal Revenue Code; and

WHEREAS, the City of Hattiesburg agrees to provide quarterly reports to DFA that summarize the expenditure of the 2015 Hattiesburg Longleaf Trace Improvements Act proceeds and the status of the Project. The first quarterly report shall be provided within ninety (90) days of the effective date of this MOU, and thereafter within thirty (30) days of each calendar quarter end. The City of Hattiesburg shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of funds, including any/all documents identified in Exhibit A, attached hereto and made a part hereof, not previously submitted, summarizing the expenditures and use of the proceeds upon completion of the Project; and

WHEREAS, the DFA finds, consistent with the Act, that it is in the DFA and the City of Hattiesburg's best interest that the funds on deposit in the 2015 Hattiesburg Longleaf Trace Improvements Fund should be disbursed to the City of Hattiesburg and that the City of Hattiesburg shall directly administer the expenditure of such funds for the Project.

NOW THEREFORE, IT IS MUTUALLY AGREED BY THE DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE CITY OF HATTIESBURG, MISSISSIPPI AS FOLLOWS:

SECTION 1. Each and all of the facts and findings set forth in the preamble clauses of this memorandum are hereby found and determined to be true and accurate and are incorporated herein by this reference thereto as though set forth again in words and figures.

SECTION 2. The DFA, pursuant to the Act, shall disburse funds from the 2015 Hattiesburg Longleaf Trace Improvements Fund upon the written request of the City of Hattiesburg to assist the City of Hattiesburg, Mississippi in paying the costs associated constructing and making improvements to the Longleaf Trace in Hattiesburg, Mississippi.

SECTION 3. The City of Hattiesburg agrees to use all funds received from the 2015 Hattiesburg Longleaf Trace Improvements Fund within the recommended thirty-six (36) months' time period and **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU; and further, by execution of this MOU, the City of Hattiesburg does hereby certify that all funds it receives from the 2015 Hattiesburg Longleaf Trace Improvements Fund shall be used exclusively for the Project as authorized and provided by the Act. Failure on the part of the City of Hattiesburg to adhere to any provision within this MOU may result in immediate action by the State to recover any unexpended funds.

SECTION 4. The City of Hattiesburg agrees to obtain any architectural or engineering services to be procured with these funds through a qualifications based selection process or provide justification for non-competitive selection. It is highly recommended to obtain the pre-approval of the DFA prior to the issuance of any *Request*

for Qualifications (RFQ) for Professional Services, Request for Proposal (RFP) for Personal Services or Furnishing & Equipping or Exhibits, or Invitation for Bid (IFB) for Construction, Furnishing & Equipping or Exhibits as failure to properly and competitively execute such procurements may cause the DFA to withhold all sums for the project or seek recovery of same. Further, the City of Hattiesburg agrees to maintain on file the documentation listed in Exhibit A attached hereto and incorporated herein, in accordance with the law and the recitals of this MOU and to submit such documentation to the Bureau.

SECTION 5. The City of Hattiesburg agrees to provide the DFA quarterly reports summarizing expenditure of the 2015 Hattiesburg Longleaf Trace Improvements Act proceeds and the status of the Project. The first quarterly report shall be provided within ninety (90) days of the effective date of this MOU, and thereafter within thirty (30) days of each calendar quarter end. The City of Hattiesburg shall also provide the DFA with a final report summarizing the expenditures and use of the bond proceeds upon completion of the Project.

SECTION 6. The City of Hattiesburg agrees to maintain copies of all invoices and similar documentation for each expenditure of all funds received from the 2015 Hattiesburg Longleaf Trace Improvements Fund sufficient to satisfy and confirm, to DFA's satisfaction, that such funds have been expended **solely** for the costs of the Project as authorized and provided by the Act.

SECTION 7. The City of Hattiesburg agrees to administer the project with respect to construction in accordance with the Bureau of Building, Grounds and Real Property Management Procedure Manual.

SECTION 8. All notices or information pursuant to this MOU shall be provided as follows:

City of Hattiesburg
Hattiesburg Longleaf Trace Fund
Johnny L. DuPree, Ph.D., Mayor
Post Office Box 1898
Hattiesburg, MS 39403-1898
Phone: (601) 545-4680
Email: SWaits@Hattiesburgms.com

Department of Finance and Administration

Attention: Bond Advisory Director
(For submission of reports and questions regarding funding)
501 North West Street, Suite 1301A
Jackson, Mississippi 39201
Phone: (601) 359-5745
Fax: (601) 359-2405
Email: Belinda.Russell@dfa.ms.gov

Or

Department of Financial Administration

Glenn Kornbrek, Bureau Director
(For project construction questions or issues)
Bureau of Building, Grounds and Real Property Management
501 North West Street, Suite 1401-B
Jackson, Mississippi 39201
Phone: (601) 359-3621
Fax: (601) 359-2470
Email: Glenn.Kornbrek@dfa.ms.gov

SECTION 9. This MOU shall be effective from and after signature date.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below.

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____ Date: _____
Kevin J. Upchurch Executive Director

CITY OF HATTIESBURG, MISSISSIPPI

By: _____ Date: _____
Johnny L. DuPree, Ph.D., Mayor

EXHIBIT A

The City of Hattiesburg, Mississippi shall maintain on file and submit same to the DFA Bureau of Buildings, Grounds and Real Property Management in electronic format, the following items in relation to the 2015 Hattiesburg Longleaf Trace Improvements Project:

1. Proof of Advertisement(s) (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any RFQ, RFP or IFB.
2. A copy of the Program of Work for project.
3. A copy of the Construction Documents and Invitation for Bid Documents and any other Invitations for Bid, Request for Qualifications, Request for Proposals Documents including resultant Contracts for which funds will be expended.
4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.

The City of Hattiesburg agrees to keep on file a copy of all the above documents together with contractor pay requests and professional pay requests and approvals of payments for said services for potential future audit.

The City of Hattiesburg agrees and acknowledges that all fees and costs incurred in the issuance and sale of the bonds shall come from the proceeds of the bonds.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into between the Department of Finance and Administration (hereinafter the "DFA") and the City of Hattiesburg for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the City of Hattiesburg, Mississippi in paying the costs associated with constructing and making improvements to the Long Leaf Trace in Hattiesburg, Mississippi (hereinafter "City of Hattiesburg") (the "Project") pursuant to Section 27 of Senate Bill 2906, 2015 Regular Session, Laws of 2015 (hereinafter the "Act"). This MOU is entered into pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed One Hundred Forty-Five Thousand Dollars and No/100 (\$145,000.00), for the Project.

RECITALS

WHEREAS, the Act establishes the 2015 Hattiesburg Longleaf Trace Improvements Fund for the purpose of providing funds to the City of Hattiesburg to pay the costs of the Project; and

WHEREAS, pursuant to the Act, the State Bond Commission, on behalf of the State of Mississippi (the "State"), issued general obligation bonds of the State (the "Bonds") to fund the Project and certain other projects and programs; and

WHEREAS, a portion of the proceeds of the Bonds have been deposited in the 2015 Hattiesburg Longleaf Trace Improvements Fund to fund the Project; and

WHEREAS, the Act authorizes the DFA, within its discretion, to disburse monies in the 2015 Hattiesburg Longleaf Trace Improvements Fund to pay the costs of the Project; and

WHEREAS, the DFA has requested the City of Hattiesburg to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein by reference, to the extent required by State of Mississippi state bidding laws, and other policies and procedures of the DFA's Bureau of Building, Grounds and Real Property Management (the "Bureau"), and furnish any such documentation to the Bureau. Where recipient of funds is other than a state agency or governing authority, procurement shall be handled in accordance with all requirements that DFA would be subject to if the DFA were procuring the item. However, where such procurement requires oversight approval, such oversight approval shall be obtained from the DFA's Bureau; and

WHEREAS, the City of Hattiesburg agrees to make every effort to expend the funds within thirty-six (36) months from the date of issuance of the Bonds by the State in accordance with guidelines found in Section 148 of the Internal Revenue Code; and

WHEREAS, the City of Hattiesburg agrees to provide quarterly reports to DFA that summarize the expenditure of the 2015 Hattiesburg Longleaf Trace Improvements Act proceeds and the status of the Project. The first quarterly report shall be provided within ninety (90) days of the effective date of this MOU, and thereafter within thirty (30) days of each calendar quarter end. The City of Hattiesburg shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of funds, including any/all documents identified in Exhibit A, attached hereto and made a part hereof, not previously submitted, summarizing the expenditures and use of the proceeds upon completion of the Project; and

WHEREAS, the DFA finds, consistent with the Act, that it is in the DFA and the City of Hattiesburg's best interest that the funds on deposit in the 2015 Hattiesburg Longleaf Trace Improvements Fund should be disbursed to the City of Hattiesburg and that the City of Hattiesburg shall directly administer the expenditure of such funds for the Project.

NOW THEREFORE, IT IS MUTUALLY AGREED BY THE DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE CITY OF HATTIESBURG, MISSISSIPPI AS FOLLOWS:

SECTION 1. Each and all of the facts and findings set forth in the preamble clauses of this memorandum are hereby found and determined to be true and accurate and are incorporated herein by this reference thereto as though set forth again in words and figures.

SECTION 2. The DFA, pursuant to the Act, shall disburse funds from the 2015 Hattiesburg Longleaf Trace Improvements Fund upon the written request of the City of Hattiesburg to assist the City of Hattiesburg, Mississippi in paying the costs associated constructing and making improvements to the Longleaf Trace in Hattiesburg, Mississippi.

SECTION 3. The City of Hattiesburg agrees to use all funds received from the 2015 Hattiesburg Longleaf Trace Improvements Fund within the recommended thirty-six (36) months' time period and **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU; and further, by execution of this MOU, the City of Hattiesburg does hereby certify that all funds it receives from the 2015 Hattiesburg Longleaf Trace Improvements Fund shall be used exclusively for the Project as authorized and provided by the Act. Failure on the part of the City of Hattiesburg to adhere to any provision within this MOU may result in immediate action by the State to recover any unexpended funds.

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for Qualifications (RFQ) for Professional Services, Request for Proposal (RFP) for Personal Services or Furnishing & Equipping or Exhibits, or Invitation for Bid (IFB) for Construction, Furnishing & Equipping or Exhibits as failure to properly and competitively execute such procurements may cause the DFA to withhold all sums for the project or seek recovery of same. Further, the City of Hattiesburg agrees to maintain on file the documentation listed in Exhibit A attached hereto and incorporated herein, in accordance with the law and the recitals of this MOU and to submit such documentation to the Bureau.

SECTION 5. The City of Hattiesburg agrees to provide the DFA quarterly reports summarizing expenditure of the 2015 Hattiesburg Longleaf Trace Improvements Act proceeds and the status of the Project. The first quarterly report shall be provided within ninety (90) days of the effective date of this MOU, and thereafter within thirty (30) days of each calendar quarter end. The City of Hattiesburg shall also provide the DFA with a final report summarizing the expenditures and use of the bond proceeds upon completion of the Project.

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SECTION 7. The City of Hattiesburg agrees to administer the project with respect to construction in accordance with the Bureau of Building, Grounds and Real Property Management Procedure Manual.

SECTION 8. All notices or information pursuant to this MOU shall be provided as follows:

City of Hattiesburg
Hattiesburg Longleaf Trace Fund
Johnny L. DuPree, Ph.D., Mayor
Post Office Box 1898
Hattiesburg, MS 39403-1898
Phone: (601) 545-4680
Email: SWaits@Hattiesburgms.com

Department of Finance and Administration

Attention: Bond Advisory Director
(For submission of reports and questions regarding funding)
501 North West Street, Suite 1301A
Jackson, Mississippi 39201
Phone: (601) 359-5745
Fax: (601) 359-2405
Email: Belinda.Russell@dfa.ms.gov

Or

Department of Financial Administration

Glenn Kornbrek, Bureau Director
(For project construction questions or issues)
Bureau of Building, Grounds and Real Property Management
501 North West Street, Suite 1401-B
Jackson, Mississippi 39201
Phone: (601) 359-3621
Fax: (601) 359-2470
Email: Glenn.Kornbrek@dfa.ms.gov

SECTION 9. This MOU shall be effective from and after signature date.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below.

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____ Date: _____
Kevin J. Upchurch Executive Director

CITY OF HATTIESBURG, MISSISSIPPI

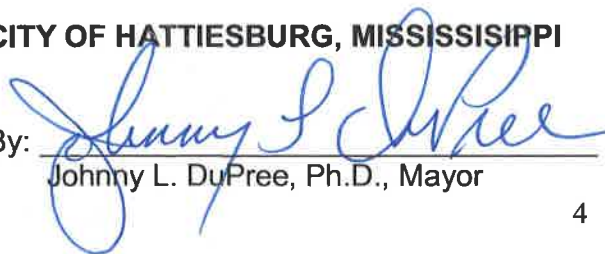
By:  _____ Date: 7-5-16
Johnny L. DuPree, Ph.D., Mayor

EXHIBIT A

The City of Hattiesburg, Mississippi shall maintain on file and submit same to the DFA Bureau of Buildings, Grounds and Real Property Management in electronic format, the following items in relation to the 2015 Hattiesburg Longleaf Trace Improvements Project:

1. Proof of Advertisement(s) (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any RFQ, RFP or IFB.
2. A copy of the Program of Work for project.
3. A copy of the Construction Documents and Invitation for Bid Documents and any other Invitations for Bid, Request for Qualifications, Request for Proposals Documents including resultant Contracts for which funds will be expended.
4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.

The City of Hattiesburg agrees to keep on file a copy of all the above documents together with contractor pay requests and professional pay requests and approvals of payments for said services for potential future audit.

The City of Hattiesburg agrees and acknowledges that all fees and costs incurred in the issuance and sale of the bonds shall come from the proceeds of the bonds.



City of Hattiesburg, MS

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

Master

File Number: 2016-2770

File ID: 2016-2770

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/27/2016

Brief Title: Authorize Mayor to execute, in duplicate, a proposal with the Mississippi Development Authority Highway Construction program for the HWY 49/FGH project - DECD-0018(35)BO.

Final Action: 07/05/2016

Minute Book Number: MB2016-166

Title:

Authorize Mayor to execute, in duplicate, a proposal with the Mississippi Development Authority Highway Construction program for the HWY 49/FGH project - DECD-0018(35)BO.

Notes:

Sponsors:

Enactment Date:

Attachments: MDA Program - Hwy 49 Project, executed MDA Program - Hwy 49 Project

Enactment Number:

Contact:

Meeting Date: 07/05/2016

Drafter: Marie Harris

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/05/2016	Authorize				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Authorize Mayor to execute, in duplicate, a proposal with the Mississippi Development Authority Highway Construction program for the HWY 49/FGH project - DECD-0018(35)BO.							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-2770

Title

Authorize Mayor to execute, in duplicate, a proposal with the Mississippi Development Authority Highway Construction program for the HWY 49/FGH project - DECD-0018(35)BO.

Summary

Authorize Mayor to execute, in duplicate, a proposal with the Mississippi Development Authority Highway Construction program for the HWY 49/FGH project - DECD-0018(35)BO.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**PROPOSED MISSISSIPPI DEVELOPMENT AUTHORITY
ECONOMIC DEVELOPMENT HIGHWAY CONSTRUCTION
PROGRAM FOR THE CITY OF HATTIESBURG
PROJECT NUMBER: DECD-0018(35)BO**

NAME OF ROAD: U.S. HIGHWAY 49, ADELINE STREET, CAMP STREET, MAMIE ST.

Pursuant to the provisions of Section 65-4-1 et. seq. Mississippi Code of 1972, we, the undersigned members representing the City of Hattiesburg, hereby order that the proposed project(s) listed herein constitute the Mississippi Economic Development Highway Construction Program for the City of Hattiesburg for the period _____, 2016 through _____, 2016 subject to approval of the State Aid Engineer and MDA.

In support of this order, the City Council certifies and agrees that:

1. The project(s) will be constructed to bear a load limit of at least eighty thousand (80,000) pounds which meets standards of the Mississippi Department of Transportation for such work.
2. The City will comply with the National Environmental Policy Act.
3. The City will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended by the STURAA of 1987 and 49 CFR, Part 24.
4. The City has employed a registered professional engineer who will employ such other competent technical assistants, as required, to properly supervise and inspect the work in compliance with the rules and regulations of the State Aid Engineer.
5. The City commits to providing funds from sources and in amounts listed herein to finance the cost of all engineering, construction, right-of-way, utility relocation and other professional services not fully funded by MDA which costs are estimated to equal approximately 35.5 % of estimated cost of said project(s).

6. The City will accept all other provisions of Section 65-4-1 et. Seq., Mississippi Code of 1972 relating to City responsibility that is not listed in point 1 through 5 above.

CITY COUNCIL AND MAYOR
CITY OF HATTIESBURG

_____, Council Member

_____, Council Member

_____, Council Member

_____, Council Member

_____, Council Member

_____, Mayor

STATE OF MISSISSIPPI

COUNTY OF FORREST

This is to certify that the foregoing is a true and correct copy of an order passed by the City Council of the City of Hattiesburg, Mississippi, entered into the minutes of the said City Council Minute Book No. _____, Page No. _____, same having been adopted at a meeting of said City Council on the ____ day of _____, 20__.

City Clerk of City of Hattiesburg, Mississippi

ESTIMATED COST OF THE PROJECT -CITY

(Including Contingencies)

A. PRELIMINARY ENGINEERING COST		\$ 190,380.00
MDA Funds Requested	(<u>25</u> %) \$ <u>47,595.00</u>	
City Funds – Source(<u>Local</u>)	(<u>75</u> %) \$ <u>142,785.00</u>	
City Funds – Source(<u> </u>)	(<u> </u> %) \$ <u> </u>	
B. CONSTRUCTION ENGINEERING COST		\$ 285,570.00
MDA Funds Requested	(<u>100</u> %) \$ <u>285,570.00</u>	
City Funds – Source(<u> </u>)	(<u>0</u> %) \$ <u>0.00</u>	
C. RIGHT OF WAY		\$ 75,000.00
MDA Funds Requested	(<u>0</u> %) \$ <u>0.00</u>	
City Funds – Source(<u>City/Local</u>)	(<u>100</u> %) \$ <u>75,000.00</u>	
D. UTILITY RELOCATION COST		\$ 75,000.00
MDA Funds Requested	(<u>0</u> %) \$ <u>0.00</u>	
City Funds – Source(<u>City/Local</u>)	(<u>100</u> %) \$ <u>75,000.00</u>	
E. CONSTRUCTION COST		\$3,242,150.00
MDA Funds Requested	(<u>66.6</u> %) \$ <u>2,158,835.00</u>	
City Funds – Source(<u> </u>)	(<u>33.4</u> %) \$ <u>1,083,315.00</u>	
City Funds – Source(<u> </u>)	(<u> </u> %) \$ <u> </u>	
F. ENVIRONMENTAL COST		\$8,000.00
MDA Funds Requested	(<u>100</u> %) \$ <u>8,000.00</u>	
City Funds – Source (<u> </u>)	(<u> </u> %) \$ <u> </u>	
TOTAL PROJECT COST		\$3,876,100.00
MDA Funds Requested	(<u>64.5</u> %) \$ <u>2,500,000.00</u>	
City Funds –Contributed	(<u>35.5</u> %) \$ <u>1,376,100.00</u>	
Prepared by <u>Donald E. Walker, P.E.</u> Project Engineer The Walker Associates, Engineers-Planners-Designers, PLLC		

PROPOSED MISSISSIPPI DEVELOPMENT AUTHORITY
ECONOMIC DEVELOPMENT HIGHWAY CONSTRUCTION
PROGRAM FOR CITY OF HATTIESBURG

DATA TO BE SUBMITTED WITH ALL PROJECT PROGRAMS

Program Number:	DECD-0018(35)BO	City:	HATTIESBURG	Date	
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ROAD CONNECTIONS AT EACH END OF PROJECT

	End	Surf. Type		Surf. Width		Rdwy. Width	
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(South or West)

	End	Surf. Type		Surf. Width		Rdwy. Width	
--	-----	------------	--	-------------	--	-------------	--

(North or East)

Railroad Grade Crossing Data

Is there an existing Railroad Grade Crossing? Yes _____ No X

Name of Railroad: _____

Existing Protection: _____

Proposed Protection: _____

Existing and/or Proposed Facilities Effecting Route:

SCHOOLS: _____YES X_____NO ON ROUTE OFF ROUTE _____

INDUSTRY: X_____YES _____NO ON ROUTE OFF ROUTE _____

TYPE OF INDUSTRY:

Forrest General Hospital and multiple commercial developments

OTHER DESIGN CONSIDERATIONS:

UTILITY COMPANIES TO BE AFFECTED BY PROJECT:

<u>NAME</u>	<u>STREET OR P.O. BOX ADDRESS</u>	<u>CITY</u>
Mississippi Power Company		Hattiesburg
Willmut Gas Company		Hattiesburg
AT&T		Hattiesburg
Comcast		Hattiesburg
City of Hattiesburg Water & Sewer		Hattiesburg

PREPARED BY

PROJECT ENGINEER

DATE

**PROPOSED MISSISSIPPI DEVELOPMENT AUTHORITY
ECONOMIC DEVELOPMENT HIGHWAY CONSTRUCTION
PROGRAM FOR THE CITY OF HATTIESBURG**

PROJECT NUMBER: DECD-0018(35)BO

NAME OF ROAD: U.S. HIGHWAY 49, ADELINE STREET, CAMP STREET, MAMIE ST.

Pursuant to the provisions of Section 65-4-1 et. seq. Mississippi Code of 1972, we, the undersigned members representing the City of Hattiesburg, hereby order that the proposed project(s) listed herein constitute the Mississippi Economic Development Highway Construction Program for the City of Hattiesburg for the period _____, 2016 through _____, 2016 subject to approval of the State Aid Engineer and MDA.

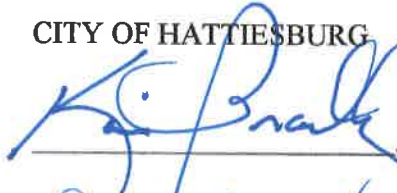
In support of this order, the City Council certifies and agrees that:

1. The project(s) will be constructed to bear a load limit of at least eighty thousand (80,000) pounds which meets standards of the Mississippi Department of Transportation for such work.
2. The City will comply with the National Environmental Policy Act.
3. The City will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended by the STURAA of 1987 and 49 CFR, Part 24.
4. The City has employed a registered professional engineer who will employ such other competent technical assistants, as required, to properly supervise and inspect the work in compliance with the rules and regulations of the State Aid Engineer.
5. The City commits to providing funds from sources and in amounts listed herein to finance the cost of all engineering, construction, right-of-way, utility relocation and other professional services not fully funded by MDA which costs are estimated to equal approximately 35.5 % of estimated cost of said project(s).

6. The City will accept all other provisions of Section 65-4-1 et. Seq., Mississippi Code of 1972 relating to City responsibility that is not listed in point 1 through 5 above.

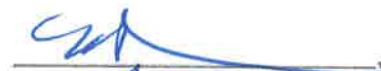
CITY COUNCIL AND MAYOR

CITY OF HATTIESBURG

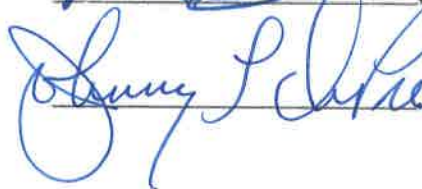
 Council Member

 Council Member

 Council Member

 Council Member

 Council Member

 Mayor

STATE OF MISSISSIPPI

COUNTY OF FORREST

This is to certify that the foregoing is a true and correct copy of an order passed by the City Council of the City of Hattiesburg, Mississippi, entered into the minutes of the said City Council Minute Book No. 2016, Page No. 166, same having been adopted at a meeting of said City Council on the 5th day of July, 2016.

City Clerk of City of Hattiesburg, Mississippi

ESTIMATED COST OF THE PROJECT -CITY

(Including Contingencies)

A. PRELIMINARY ENGINEERING COST		\$ 190,380.00
MDA Funds Requested	(<u>25</u> %)	\$ <u>47,595.00</u>
City Funds – Source(<u>Local</u>)	(<u>75</u> %)	\$ <u>142,785.00</u>
City Funds – Source(_____)	(_____ %)	\$ _____
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City Funds – Source(_____)	(<u>33.4</u> %)	\$ <u>1,083,315.00</u>
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F. ENVIRONMENTAL COST		\$8,000.00
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City Funds – Source (_____)	(_____ %)	\$ _____
TOTAL PROJECT COST		\$3,876,100.00
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City Funds –Contributed	(<u>35.5</u> %)	\$ <u>1,376,100.00</u>
Prepared by Donald E. Walker, P.E. Project Engineer The Walker Associates, Engineers-Planners-Designers, PLLC		

PROPOSED MISSISSIPPI DEVELOPMENT AUTHORITY
ECONOMIC DEVELOPMENT HIGHWAY CONSTRUCTION
PROGRAM FOR CITY OF HATTIESBURG

DATA TO BE SUBMITTED WITH ALL PROJECT PROGRAMS

Program Number:	DECD-0018(35)BO	City:	HATTIESBURG	Date	
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ROAD CONNECTIONS AT EACH END OF PROJECT

	End	Surf. Type		Surf. Width		Rdwy. Width	
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(South or West)

	End	Surf. Type		Surf. Width		Rdwy. Width	
--	-----	------------	--	-------------	--	-------------	--

(North or East)

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Is there an existing Railroad Grade Crossing? Yes _____ No X

Name of Railroad: _____

Existing Protection: _____

Proposed Protection: _____

Existing and/or Proposed Facilities Effecting Route:

SCHOOLS: _____ YES X NO _____ ON ROUTE _____ OFF ROUTE _____

INDUSTRY: X YES _____ NO _____ ON ROUTE _____ OFF ROUTE _____

TYPE OF INDUSTRY:

Forrest General Hospital and multiple commercial developments

OTHER DESIGN CONSIDERATIONS:

UTILITY COMPANIES TO BE AFFECTED BY PROJECT:

<u>NAME</u>	<u>STREET OR P.O. BOX ADDRESS</u>	<u>CITY</u>
Mississippi Power Company		Hattiesburg
Willmut Gas Company		Hattiesburg
AT&T		Hattiesburg
Comcast		Hattiesburg
City of Hattiesburg Water & Sewer		Hattiesburg

PREPARED BY

PROJECT ENGINEER

DATE



City of Hattiesburg, MS

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

Master

File Number: 2016-2750

File ID: 2016-2750

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/17/2016

Brief Title: USM Fire Protection Agreement 2017

Final Action: 07/05/2016

Minute Book Number: MB2016-166-167

Title: Authorize Mayor to execute Fire Protection Agreement between the University of Southern Mississippi and the City of Hattiesburg to provide fire protection and related services for a one (1) year term, from July 1, 2016 to June 30, 2017, in the amount of Ninety-five Thousand Six Hundred Fifty-two dollars and zero cents (\$95,652.00).

Notes:

Sponsors:

Enactment Date:

Attachments: Fire Protection Agreement 1year 2016-2017,
executed Fire Protection Agreement 1year
2016-2017

Enactment Number:

Contact:

Meeting Date: 06/21/2016

Drafter: Linda Montgomery

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/05/2016	Authorize				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Authorize Mayor to execute Fire Protection Agreement between the University of Southern Mississippi and the City of Hattiesburg to provide fire protection and related services for a one (1) year term, from July 1, 2016 to June 30, 2017, in the amount of Ninety-five Thousand Six Hundred Fifty-two dollars and zero cents (\$95,652.00).							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-2750

Title

Authorize Mayor to execute Fire Protection Agreement between the University of Southern Mississippi and the City of Hattiesburg to provide fire protection and related services for a one (1) year term, from July 1, 2016 to June 30, 2017, in the amount of Ninety-five Thousand Six Hundred Fifty-two dollars and zero cents (\$95,652.00).

Summary

USM Fire Protection Agreement for July 1, 2016 - June 30, 2017

Budget Information

Municipal Fire

Expenditure Type

Contract

FIRE PROTECTION AGREEMENT BY AND BETWEEN THE CITY
OF HATTIESBURG AND THE UNIVERSITY OF SOUTHERN
MISSISSIPPI

STATE OF MISSISSIPPI

COUNTY OF FORREST

THIS AGREEMENT is made and entered into on this the 1st day of July, 2016,
between the City of Hattiesburg (“City”) and the University of Southern Mississippi
(“University”) for fire protection and related services.

RECITALS

1. The University of Southern Mississippi campus is a legally constituted fire district, created pursuant to the statutory laws of the State of Mississippi as evidenced by Ordinance No. 1687 of the City of Hattiesburg, adopted on August 19, 1970.
2. It is the desire of the University that the City provide fire protection and related services to the aforesaid fire district to the same extent such protection and services are provided to the citizens of the City.
3. It has been determined that the City has the capability of providing the protection and services contemplated by the terms of this Agreement.
4. It is the desire of the parties to terminate all previous agreements relating to the providing of fire protection and related services to the University by the City.

AGREEMENT

1. Services: The City shall furnish to the University, fire protection and related services to the University to the same extent and at that same level provided to its Citizens.
2. Terms: The term of this Agreement shall be for one (1) years and shall commence on July 1, 2016 and shall terminate on June 30, 2017.
3. Consideration: During the term of this Agreement, the University shall pay unto the City an annual fee that is due by August 31 each year according to the following fees schedule:

August 31, 2016	\$95,652.00
-----------------	-------------
4. Review and Adjustments: Annually and on or before the 1st day of May of each year of this Agreement, the protection and services being provided to the University by the City shall be reviewed by the University and appropriate members of the Hattiesburg Fire Department to determine whether or not there is any need to increase the level of services being provided by the City of to meet some specialized need of the University. If it is determined that there is a need to increase the level of services being provided to the University or if it is determined that there exists a specialized need by the University for fire protection, then and in that event, the annual fee herein provided shall be adjusted to compensate the City for the increased level of services or meeting the specialized needs of the University.
5. Related Services: The City shall provide support for all emergency situations on the University campus, including but not limited to incidents of hazardous waste

- spills and cleanup, persons trapped in elevators, concerts and other events of public safety concerns. The University agrees to replace all materials used by the City in addressing any hazardous waste spill occurring on campus.
6. Communications: The University shall provide and maintain fire alarms, telephone lines and radio frequencies in order to establish more efficient communications between the Hattiesburg Fire Department and the University personnel at the Physical Plant Department and the Campus Police.
 7. Fire Protection Systems: The University shall be responsible for maintenance and/or replacement of all fire extinguishers, sprinkler systems, water mains and fire hydrants and fire flow infrastructure located on campus and under its dominion and control consistent with established standards and provide the City with a current map detailing the location of all hydrants, valves and water mains.
 8. Fire Prevention and Fire Safety Education: The University Safety Department shall have primary responsibility for fire and safety inspections of all University buildings and for fire safety education on campus. The Chief of Fire Prevention of the City of Hattiesburg shall provide technical support for life and property safety on campus. The Director of the Physical Plant of the University or a representative will serve as the primary liaison officer between the University and the Fire Prevention Office of the City of Hattiesburg Fire Department.
 9. Emergency Response: In all situations of emergency nature other than law enforcement and emergency medical response, the City of Hattiesburg Fire Chief or his representative shall be the officer in charge. The University agrees to

provide support services from the Physical Plant Department and Campus Police to insure order and public safety during such emergencies.

10. Entire Agreement and Binding Effect: This Agreement constitutes the entire Agreement between the City and University. No prior written, contemplation, subsequent oral promises or representations shall be binding. This Agreement shall not be amended or changed except by written instrument signed by all parties hereto. Captions herein are for the convenience of the parties only and neither limit nor expand the intent, purpose or meaning of this Agreement.

IN WITNESS WHERE, the parties have executed this Agreement as of the date and year first above written,

CITY OF HATTIESBURG, MS

ATTEST:

BY: _____
MAYOR

BY: _____
CITY CLERK

UNIVERSITY OF SOUTHERN MISSISSIPPI

BY: _____
VICE PRESIDENT FOR FINANCE AND ADMINISTRATION

**FIRE PROTECTION AGREEMENT BY AND BETWEEN THE CITY
OF HATTIESBURG AND THE UNIVERSITY OF SOUTHERN
MISSISSIPPI**

STATE OF MISSISSIPPI

COUNTY OF FORREST

THIS AGREEMENT is made and entered into on this the 1st day of July, 2016,
between the City of Hattiesburg ("City") and the University of Southern Mississippi
("University") for fire protection and related services.

RECITALS

1. The University of Southern Mississippi campus is a legally constituted fire district, created pursuant to the statutory laws of the State of Mississippi as evidenced by Ordinance No. 1687 of the City of Hattiesburg, adopted on August 19, 1970.
2. It is the desire of the University that the City provide fire protection and related services to the aforesaid fire district to the same extent such protection and services are provided to the citizens of the City.
3. It has been determined that the City has the capability of providing the protection and services contemplated by the terms of this Agreement.
4. It is the desire of the parties to terminate all previous agreements relating to the providing of fire protection and related services to the University by the City.

AGREEMENT

1. Services: The City shall furnish to the University, fire protection and related services to the University to the same extent and at that same level provided to its Citizens.
2. Terms: The term of this Agreement shall be for one (1) years and shall commence on July 1, 2016 and shall terminate on June 30, 2017.
3. Consideration: During the term of this Agreement, the University shall pay unto the City an annual fee that is due by August 31 each year according to the following fees schedule:

August 31, 2016	\$95,652.00
-----------------	-------------

4. Review and Adjustments: Annually and on or before the 1st day of May of each year of this Agreement, the protection and services being provided to the University by the City shall be reviewed by the University and appropriate members of the Hattiesburg Fire Department to determine whether or not there is any need to increase the level of services being provided by the City of to meet some specialized need of the University. If it is determined that there is a need to increase the level of services being provided to the University or if it is determined that there exists a specialized need by the University for fire protection, then and in that event, the annual fee herein provided shall be adjusted to compensate the City for the increased level of services or meeting the specialized needs of the University.

5. Related Services: The City shall provide support for all emergency situations on the University campus, including but not limited to incidents of hazardous waste spills and cleanup, persons trapped in elevators, concerts and other events of public safety concerns. The University agrees to replace all materials used by the City in addressing any hazardous waste spill occurring on campus.
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7. Fire Protection Systems: The University shall be responsible for maintenance and/or replacement of all fire extinguishers, sprinkler systems, water mains and fire hydrants and fire flow infrastructure located on campus and under its dominion and control consistent with established standards and provide the City with a current map detailing the location of all hydrants, valves and water mains.
8. Fire Prevention and Fire Safety Education: The University Safety Department shall have primary responsibility for fire and safety inspections of all University buildings and for fire safety education on campus. The Chief of Fire Prevention of the City of Hattiesburg shall provide technical support for life and property safety on campus. The Director of the Physical Plant of the University or a representative will serve as the primary liaison officer between the University and the Fire Prevention Office of the City of Hattiesburg Fire Department.

9. Emergency Response: In all situations of emergency nature other than law enforcement and emergency medical response, the City of Hattiesburg Fire Chief or his representative shall be the officer in charge. The University agrees to provide support services from the Physical Plant Department and Campus Police to insure order and public safety during such emergencies.
10. Entire Agreement and Binding Effect: This Agreement constitutes the entire Agreement between the City and University. No prior written, contemplation, subsequent oral promises or representations shall be binding. This Agreement shall not be amended or changed except by written instrument signed by all parties hereto. Captions herein are for the convenience of the parties only and neither limit nor expand the intent, purpose or meaning of this Agreement.

IN WITNESS WHERE, the parties have executed this Agreement as of the date and year first above written,

CITY OF HATTIESBURG, MS

BY: 

MAYOR

ATTEST:

BY: 

CITY CLERK

UNIVERSITY OF SOUTHERN MISSISSIPPI

BY: _____

VICE PRESIDENT FOR FINANCE AND ADMINISTRATION



City of Hattiesburg, MS

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

Master

File Number: 2016-2751

File ID: 2016-2751

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/20/2016

Brief Title: Red Cross Shelter Agreement-Ben McNair

Final Action: 07/05/2016

Minute Book Number: MB2016-167

Title:

Authorize Mayor to execute duplicate original agreement between City of Hattiesburg, Parks and Recreation Department and the American Red Cross, Southeast MS Chapter, for use of Ben McNair Recreation Center as a disaster shelter facility.

Notes:

Sponsors:

Enactment Date:

Attachments: Red Cross Shelter Agreement, executed Red Cross Shelter Agreement, executed 2013 Bond Resolution No. 52 RES#2016-85

Enactment Number:

Contact:

Meeting Date: 07/05/2016

Drafter: Ann Jones

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/05/2016	Authorize				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to Authorize Mayor to execute duplicate original agreement between City of Hattiesburg, Parks and Recreation Department and the American Red Cross, Southeast MS Chapter, for use of Ben McNair Recreation Center as a disaster shelter facility.							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-2751

Title

Authorize Mayor to execute duplicate original agreement between City of Hattiesburg, Parks and Recreation Department and the American Red Cross, Southeast MS Chapter, for use of Ben McNair Recreation Center as a disaster shelter facility.

Summary

Agreement

Budget Information

N/A

Expenditure Type

N/A

Purchasing Item

Publication Information

American Red Cross Shelter Agreement

The American National Red Cross ("Red Cross"), a not-for-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disaster strikes. The disaster relief activities of the Red Cross are made possible by the American public, as the organization is supported by private donations and facility owners who permit their buildings to be used as a temporary refuge for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility as an emergency shelter during a disaster.

DR#: _____ Facility: Ben McNair Recreation Center

Parties and Facility

Owner:

Legal name: City of Hattiesburg
Chapter: _____
24-Hour Point of Contact:
Name and title: Ann Jones, General Manager
Work phone: 601-545-4667 Cell phone/pager: 601-297-8903
Address for Legal Notices:
300 N 12th Avenue, Hattiesburg, MS 39401

Red Cross:

Legal name: The American National Red Cross
Chapter: Southeast MS Chapter
24-Hour Point of Contact:
Name and title: Michael Andersons, Disaster Program Specialist
Work phone: 601-582-8151 Cell phone/pager: (24 hour emergency contact)
855 891 7325
Address for Legal Notices: _____
2020 Hardy Street
Hattiesburg, MS 39401

Copies of legal notices must also be sent to:

The American National Red Cross, Office of the General Counsel,
2025 E Street, NW, Washington DC 20006

and

The American National Red Cross, Disaster Operations,
2025 E Street NW, Washington, DC 20006.

Shelter Facility:

(Insert name and complete street address of building or, if multiple buildings, write "See attached Facility List" and attach Facility List including complete street address of each building that is part of this Agreement).

Ben McNair Recreation Center, 300 N. 12th Avenue, Hattiesburg, MS 39401

Terms and Conditions

1. Use of Facility: Upon request and if feasible, the Owner will permit the Red Cross to use the Facility on a temporary basis as an emergency public shelter.
2. Shelter Management: The Red Cross will have primary responsibility for the operation of the shelter and will designate a Red Cross official, the Shelter Manager, to manage the sheltering activities. The Owner will designate a Facility Coordinator to coordinate with the Shelter Manager regarding the use of the Facility by the Red Cross.
3. Condition of Facility: The Facility Coordinator and Shelter Manager (or designee) will jointly conduct a pre-occupancy survey of the Facility before it is turned over to the Red Cross. They will use the first page of the [Facility/Shelter Opening/Closing Form](#), available on CrossNet, to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment that the Red Cross should not use while sheltering in the Facility. The Red Cross will exercise reasonable care while using the Facility as a shelter and will make no modifications to the Facility without the express written approval of the Owner.
4. Food Services: Upon request by the Red Cross, and if such resources exist and are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate the provision of meals at the direction of and in cooperation with the Shelter Manager. The Food Service Manager will establish a feeding schedule, determine food service inventory and needs, and supervise meal planning and preparation. The Food Service Manager and Shelter Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies in the Facility before it is turned over to the Red Cross.
5. Custodial Services: Upon request by the Red Cross and if such resources exist and are available, the Owner will make its custodial resources, including supplies and custodial workers, available to provide cleaning and sanitation services at the shelter. The Facility Coordinator will designate a Facility Custodian to coordinate the provision of cleaning and sanitation services at the direction of and in cooperation with the Shelter Manager.
6. Security: In coordination with the Facility Coordinator; the Shelter Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any public safety issues at the Shelter.
7. Signage and Publicity: The Red Cross may post signs identifying the shelter as a Red Cross shelter in locations approved by the Facility Coordinator and will remove such signs when the shelter is closed. The Owner will not issue press releases or other publicity concerning the shelter without the express written consent of the Shelter Manager. The Owner will refer all media questions about the shelter to the Shelter Manager.
8. Closing the Shelter: The Red Cross will notify the Owner or Facility Coordinator of the closing date for the shelter. Before the Red Cross vacates the Facility, the Shelter Manager and Facility Coordinator will jointly conduct a post-occupancy survey, using the second page of the Shelter/Facility Opening/Closing Form to record any damage or conditions. The Shelter Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the shelter operation.
9. Reimbursement: The Red Cross will reimburse the Owner for the following:
 - a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross will select from among

bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.

- b. *Reasonable costs associated with custodial and food service personnel* which would not have been incurred but for the Red Cross's use of the Facility for sheltering. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
- c. *Reasonable, actual, out-of-pocket operational costs*, including the costs of the utilities indicated below, to the extent that such costs would not have been incurred but for the Red Cross's use of the Premises (both parties must initial all utilities to be reimbursed by the Red Cross):

	Owner initials	Red Cross initials
Water	_____	_____
Gas	_____	_____
Electricity	_____	_____
Waste Disposal	_____	_____

The Owner will submit any request for reimbursement to the Red Cross within 60 days after the shelter closes. Any request for reimbursement for food, supplies or operational costs must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked at the shelter.

10. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

11. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the negligence of the Red Cross during the use of the Premises.

12. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

Owner-City of Hattiesburg

THE AMERICAN NATIONAL RED CROSS
(legal name)

By:

By (signature)

Name: Mayor Johnny L. DuPree, Ph.D.

Name (printed)

Title: Mayor

Title:

Date

Date

**American Red Cross
Shelter Agreement**

The American National Red Cross ("Red Cross"), a not-for-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disaster strikes. The disaster relief activities of the Red Cross are made possible by the American public, as the organization is supported by private donations and facility owners who permit their buildings to be used as a temporary refuge for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility as an emergency shelter during a disaster.

DR#: _____ Facility: Ben McNair Recreation Center

Parties and Facility

Owner:

Legal name: City of Hattiesburg
Chapter: _____
24-Hour Point of Contact:
Name and title: Ann Jones, General Manager
Work phone: 601-545-4667 Cell phone/pager: 601-297-8903
Address for Legal Notices:
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Red Cross:

Legal name: The American National Red Cross
Chapter: Southeast MS Chapter
24-Hour Point of Contact:
Name and title: Michael Andersons, Disaster Program Specialist
Work phone: 601-582-8151 Cell phone/pager: (24 hour emergency contact)
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Shelter Facility:

(Insert name and complete street address of building or, if multiple buildings, write "See attached Facility List" and attach Facility List including complete street address of each building that is part of this Agreement).

Ben McNair Recreation Center, 300 N. 12th Avenue, Hattiesburg, MS 39401

Terms and Conditions

1. Use of Facility: Upon request and if feasible, the Owner will permit the Red Cross to use the Facility on a temporary basis as an emergency public shelter.
2. Shelter Management: The Red Cross will have primary responsibility for the operation of the shelter and will designate a Red Cross official, the Shelter Manager, to manage the sheltering activities. The Owner will designate a Facility Coordinator to coordinate with the Shelter Manager regarding the use of the Facility by the Red Cross.
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8. Closing the Shelter: The Red Cross will notify the Owner or Facility Coordinator of the closing date for the shelter. Before the Red Cross vacates the Facility, the Shelter Manager and Facility Coordinator will jointly conduct a post-occupancy survey, using the second page of the Shelter/Facility Opening/Closing Form to record any damage or conditions. The Shelter Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the shelter operation.
9. Reimbursement: The Red Cross will reimburse the Owner for the following:
 - a. *Damage to the Facility or other property of Owner, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross will select from among*

bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.

- b. *Reasonable costs associated with custodial and food service personnel* which would not have been incurred but for the Red Cross's use of the Facility for sheltering. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
- c. *Reasonable, actual, out-of-pocket operational costs*, including the costs of the utilities indicated below, to the extent that such costs would not have been incurred but for the Red Cross's use of the Premises (both parties must initial all utilities to be reimbursed by the Red Cross):

	Owner initials	Red Cross initials
Water	_____	_____
Gas	_____	_____
Electricity	_____	_____
Waste Disposal	_____	_____

The Owner will submit any request for reimbursement to the Red Cross within 60 days after the shelter closes. Any request for reimbursement for food, supplies or operational costs must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked at the shelter.

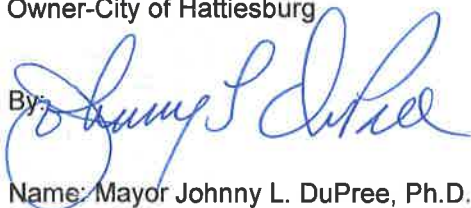
10. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

11. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the negligence of the Red Cross during the use of the Premises.

12. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

Owner-City of Hattiesburg

By:



Name: Mayor Johnny L. DuPree, Ph.D.

Title: Mayor

Date 7-5-16

THE AMERICAN NATIONAL RED CROSS
(legal name)

By (signature)

Name (printed)

Title:

Date

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. **52** 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. 52 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. **52** from the Project Fund Construction Account under the Loan in the total aggregate amount of \$ **91,784.30** 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. **52** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Ninety-one Thousand Seven Hundred Eighty-four and 30/100 Dollars (\$ 91,784.30)** 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. **52** in the total aggregate amount of **Ninety-one Thousand Seven Hundred Eighty-four and 30/100 Dollars (\$ 91,784.30)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

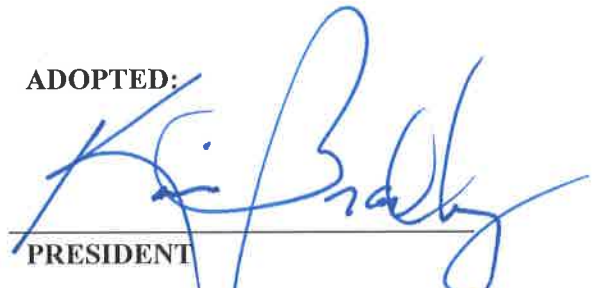
The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **5th day of July, 2016.**

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **5th day of July, 2016.**

ATTEST:


CITY CLERK

APPROVED:

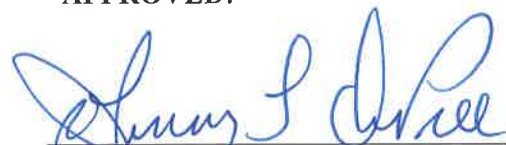

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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.: 52

DATE OF REQUISITION: 7/5/2016

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Griner Drilling Services Inc. P.O. Drawer 825 1014 HWY 98 East Columbia, MS 39429	105695.7245.27	\$ 56,905.00	Pay App 2	1500 GPM Water Well @ Plant 1 Period: June 1 - June 30, 2016 MB 2016-54
2	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	\$ 456.29	10381885	Wastewater Treatment Task 7 DBO Model Program Development - Ph 6 Period: May 1 - May 31, 2016 MB 2014-304-306 NS 12273.001
3	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	\$ 542.43	1038185-07	Wastewater Treatment Task 7 Local Workforce Model - Ph 7 Period: May 1 - May 31, 2016 MB 2014-304-306 NS 12273.001
4	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	\$ 33,880.58	1038186-01	WWTP Land App Mgt Task 9 Acquisition Asst - Ph 1 Period: May 1 - May 31, 2016 MB 2015-218-219 NS 12273.003
			\$ 91,784.30		



Contractor's Application for Payment No. 2

Application Period: 06/01/2016		Application Date: 06/30/2016	
To: (Owner)	City of Hattiesburg (006003)	From: (Contractor)	Griner Drilling Service, Inc. P.O. Drawer 825, 1014 Highway 98 East Columbia, MS 39429
Project:	1500 GPM Water Well	Contract:	1500 GPM Water Well at Plant No. 1
Owner's Project No.:	N/A	Contractor's Project No.:	2016M1002
		Engineer Project No.:	N/A

Application For Payment Change Order Summary

Approved Change Orders	Number	Additions	Deductions
1. ORIGINAL CONTRACT PRICE			\$ \$448,000.00
2. Net change by Change Orders			\$
3. Current Contract Price (Line 1 ± 2)			\$ \$448,000.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)			\$ \$379,500.00
5. RETAINAGE:			
a. 5% X \$379,500.00 Work Completed			\$ \$18,975.00
b. X Stored Material			\$
c. Total Retainage (Line 5a + Line 5b)			\$ \$18,975.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)			\$ \$360,525.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)			\$ \$303,620.00
8. AMOUNT DUE THIS APPLICATION			\$ \$56,905.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)			\$ \$87,475.00
TOTALS			
NET CHANGE BY			
CHANGE ORDERS			

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (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: 06/30/2016
-----	------------------

Payment of: \$ \$56,905.00	(Line 8 or other - attach explanation of the other amount)
is recommended by:	(Engineer) 6/29/16 (Date)
Payment of: \$ \$56,905.00	(Line 8 or other - attach explanation of the other amount)
is approved by:	(Owner) 7-5-16 (Date)
Approved by: _____	Funding Agency (if applicable) (Date)

Contract Proj. - 1500 GPM Water Well at Plant 1 - Account

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):		1500 GPM Water Well at Plant No. 1					Application Number:			2			
Application Period:		06/01/2016					Application Date:					06/30/2016	
A							F						
Item													
Bid Item No.	Description	Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	D	E	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)			
1	Test Hole (Approximately 800' Deep)	1	\$80,000.00	\$80,000.00	1	\$80,000.00		\$80,000.00	100.0%				
2	16"x12" 1500 GPM Water Well (Approximately 800' Deep)	1	\$299,500.00	\$299,500.00	1	\$299,500.00		\$299,500.00	100.0%				
3	12" Master Water Meter	1	\$2,500.00	\$2,500.00						\$2,500.00			
4	Yard Piping	1	\$20,000.00	\$20,000.00						\$20,000.00			
5	Electrical Work	1	\$15,000.00	\$15,000.00						\$15,000.00			
6	Well Controls	1	\$30,000.00	\$30,000.00						\$30,000.00			
7	Erosion Control	1	\$1,000.00	\$1,000.00						\$1,000.00			
	Totals			\$448,000.00		\$379,500.00		\$379,500.00	84.71%	\$68,500.00			



June 20, 2016

Project No: NS.12273.001

Invoice No: 10381885

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.001 City of Hattiesburg – General Consulting – Task #7 – WWTP Process Selection
Professional Services from May 01, 2016 to May 31, 2016

Phase 006 DBO Model Program Development

Professional Personnel

	Hours	Rate	Amount	
Administrative Secretary				
McMurtrey, Jill	1.50	54.06	81.09	
Engineer Manager				
Husman, Nathaniel	2.00	187.60	375.20	
Totals	3.50		456.29	
Total Labor				456.29

Total this Invoice \$456.29



June 20, 2016

Project No: NS.12273.003

Invoice No: 1038186-01

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.003 City of Hattiesburg – General Consulting – Task #9 – Land App Program Mgmt Services
Professional Services from May 01, 2016 to May 31, 2016

Phase 001 Acquisition Phase

Professional Personnel

	Hours	Rate	Amount	
Assistant Engineer Manager				
Jones, Chris	6.00	158.66	951.96	
Engineer Manager				
Pittman, Charles	3.00	157.01	471.03	
Senior Engineer Manager				
Essary, Michael	47.00	178.18	8,374.46	
Inspector II				
Shaffer, Gary	5.00	71.05	355.25	
Administrative Secretary				
McMurtrey, Jill	1.00	54.06	54.06	
Assistant Engineer Manager				
Jones, Chris	13.00	158.66	2,062.58	
Engineer Manager				
Granger, Brian	5.00	155.38	776.90	
Husman, Nathaniel	109.00	187.60	20,448.40	
Totals	189.00		33,494.64	
Total Labor				34,494.64

Reimbursable Expenses

Telephone Expense-Projects			86.14	
Communications			299.80	
Total Reimbursables		1.0 times	385.94	385.94

Total this Invoice \$33,880.58



June 20, 2016

Project No: NS.12273.001

Invoice No: 1038185-07

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.001 City of Hattiesburg – General Consulting – Task #7 – WWTP Process Selection
Professional Services from May 01, 2016 to May 31, 2016

Phase 007 Local Workforce Involvement Model Program

Professional Personnel

	Hours	Rate	Amount	
Administrative Secretary				
McMurtrey, Jill	1.50	54.06	81.09	
Engineer Manager				
Husman, Nathaniel	2.00	187.60	375.20	
Totals	3.50		456.29	
Total Labor				456.29

Reimbursable Expenses

Telephone Expense-Projects			86.14	
Total Reimbursables		1.0 times	86.14	86.14

Total this Invoice \$542.43



**City of Hattiesburg
2013 Sewer & Water Bond
Summary of Payments
As of June 28, 2016**

Project Name	Payments by Project This Requisition	Payments to Date from This Bond
1500 GPM Water Well @ Plant No 1	56,905.00	258,239.33
18" Sewer Trunk Lines		1,462,533.86
Clear Sewer ROW & Easements		30,022.50
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		4,096,939.46
James St Water Well # 3		629,887.99
No-Discharge Wastewater Treatment System		292,127.60
NS Task 10 South Lagoon Sampling		43,676.87
NS Task 7 Wastewater Treatment Phase A	998.72	3,272,829.24
NS Task 7 WWTP Phase B Final Design		2,728,989.81
NS Task 8 WWTP Access Road & Site Design2		265,151.26
NS Task 9 WWTP Land Application Mgt	33,880.58	140,953.95
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		2,619,279.89
Sewer Rate Study 2016		22,801.20
Veteran's Blvd Water Connector		1,555,895.52
Water Improvements Ph I		115,051.65
Water Improvements Ph II		220,139.33
Water Improvements Ph III		1,289,383.26
Water Improvements Ph IV		105,115.00
Water Improvements Ph V		46,697.50
Water Line Old 98 & Runnels Rd		281,415.35
Water Rate Study 2016		22,106.00
Wesley Water Well # 2		19,115.00
WTP #2 Filter #6 Repairs		110,863.40
Grand Total	91,784.30	20,901,496.61

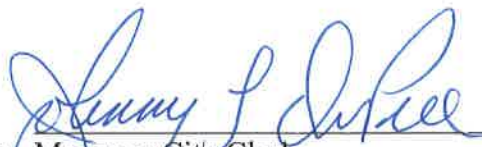
Hattiesburg, Mississippi does hereby certify to Hancock Bank, as trustee in respect to the referenced Bonds (the Trustee”):

- (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: 2016-2759

File ID: 2016-2759

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 06/22/2016

Brief Title: Acknowledgement of September 30, 2014 Combined Water and Sewer System Audit.

Final Action: 07/05/2016

Minute Book Number: MB2016-167

Title:

Acknowledge receipt of the audit of the Combined Water & Sewer System of the City of Hattiesburg for the fiscal year ending September 30, 2014, from Carr, Riggs and Ingram (on file in the City Clerk's Office).

Notes:

Sponsors:

Enactment Date:

Attachments: 9-30-2014 Combined Water and Sewer System

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/05/2016	Acknowledge				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Acknowledge receipt of the audit of the Combined Water & Sewer System of the City of Hattiesburg for the fiscal year ending September 30, 2014, from Carr, Riggs and Ingram (on file in the City Clerk's Office).							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-2759

Title

Acknowledge receipt of the audit of the Combined Water & Sewer System of the City of Hattiesburg for the fiscal year ending September 30, 2014, from Carr, Riggs and Ingram (on file in the City Clerk's Office.

Summary

Acknowledgement of Combined Water & Sewer System of the City of Hattiesburg.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

City of Hattiesburg, Mississippi
Combined Water and Sewer System
FINANCIAL STATEMENTS AND SUPPLEMENTAL
INFORMATION
September 30, 2014

**CARR
RIGGS &
INGRAM**
CPAs and Advisors
crica.com | blog.crica.com



City of Hattiesburg, Mississippi
Combined Water and Sewer System
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September 30, 2014

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 Independent Auditors' Report 1

FINANCIAL STATEMENTS
 Statement of Net Position 4
 Statement of Revenues, Expenses, and Changes in Fund Net Position 6
 Statement of Cash Flows 7
 Notes to Financial Statements 9

SUPPLEMENTARY INFORMATION
 Individual Departmental Fund Financial Information:

Water and Sewer Revenue Fund -
 Statement of Revenues, Expenses, and Changes in Net Position - Budgetary Cash Basis Schedule 1 27

Operation and Maintenance Fund
 Statement of Revenues, Expenses, and Changes in Net Position - Budgetary Cash Basis Schedule 2 28
 Schedule of Expenses - Budgetary Cash Basis Schedule 3 29

Water and Sewer Construction Fund
 Statement of Revenues, Expenses, and Changes in Net Position - Budgetary Cash Basis Schedule 4 30

Bond and Interest Fund
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USA Yeast Bond and Interest Fund
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City of Hattiesburg, Mississippi
Combined Water and Sewer System
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September 30, 2014

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2012 Water and Sewer Construction Fund	Statement of Revenues, Expenses, and Changes in	34
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2009 Water and Sewer Construction Fund	Statement of Revenues, Expenses, and Changes in	35
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2010 Water and Sewer General Obligation Bond Construction Fund	Statement of Revenues, Expenses, and Changes in	36
	Net Position - Budgetary Cash Basis	

INDEPENDENT AUDITORS' REPORT
To the Honorable Mayor and City Council
City of Hattiesburg, Mississippi
Hattiesburg, Mississippi

We have audited the accompanying financial statements of the City of Hattiesburg, Mississippi! Combined Water and Sewer System (the System), the proprietary fund included in the comprehensive annual financial statements of the City, as of and for the year ended September 30, 2014, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Basis for Qualified Opinion

As discussed in Note 8 to the financial statements, the System has not recorded a liability for the cost of certain healthcare coverage provided to retirees. Accounting principles generally accepted in the United States of America require recognition of annual cost of other postemployment benefits equal to annual required contributions as actuarially determined, as well as recognition of an actuarially determined liability for its net obligation. Such recognition of other postemployment benefits would increase liabilities, reduce net position, and change expenses reported by the System. The amount by which this departure would affect the liabilities, net position and expenses is not reasonably determinable.

Qualified Opinion

In our opinion, except for the effects of the matter described in the "Basis for Qualified Opinion" paragraph, the financial statements referred to above present fairly, in all material respects, the financial position of the City of Hattiesburg, Mississippi Combined Water and Sewer System as of September 30, 2014, and the changes in financial position and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matters

The Reporting Entity

As described in Note 1, the financial statements present only the City of Hattiesburg, Mississippi Combined Water and Sewer System and do not purport to, and do not, present fairly the financial position of the City of Hattiesburg, Mississippi, as of September 30, 2014, the changes in its financial position, or, where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Uncertainties Regarding Wastewater Treatment Facilities

As described in Notes 7 and 10, the City of Hattiesburg's efforts to comply with regulatory requirements applicable to the City's wastewater treatment facilities while meeting the System's existing financial requirements are ongoing. Regulatory requirements and mandates specify milestone deadlines and require the implementation of various phases of wastewater system facilities over the next several years. The importance of the City Council and the Administration's ability to address these matters on a timely basis is emphasized in Note 10, where disclosure is made that substantial water and sewer rate increases may be necessary to fund compliance with these requirements and those of related debt agreements.

Other Matters

As part of our audit of the 2014 financial statements, we also audited the adjustments described in Note 2 that were applied to restate the 2013 financial statements. In our opinion, such adjustments are appropriate and have been properly applied. We were not engaged to audit, review, or apply

any procedures to the 2013 financial statements of the City of Hattiesburg, Mississippi Combined Water and Sewer System other than with respect to the adjustments and, accordingly, we do not express an opinion or any other form of assurance on the 2013 financial statements as a whole.

Required Supplementary Information

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the City of Hattiesburg, Mississippi Combined Water and Sewer System's basic financial statements. The supplementary information on pages 27 through 36 is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory section has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any information on it.

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Ridgeland, Mississippi
March 25, 2016

**City of Hattiesburg, Mississippi
Combined Water and Sewer System
Statement of Net Position**

September 30, 2014

Assets

Current Assets

Cash and equivalents - unrestricted	\$ 5,568,029
Accounts receivable - trade (net of allowance for doubtful accounts of \$1,863,451)	1,017,777
Grants receivable	46,157
Total current assets	6,631,963

Noncurrent Assets

Cash and equivalents - restricted	1,156,675
Cash with fiscal agents - restricted	22,615,278
Capital assets	
Land	315,243
Construction in progress	9,118,473
Buildings and improvements, net	25,994
Machinery and equipment, net	1,288,145
Water and sewer systems, net	91,109,182
Total noncurrent assets	125,628,990

Total assets

\$ 132,260,953

Deferred Outflow of Resources

Prepaid bond insurance	\$ 288,609
------------------------	------------

Continued

**City of Hattiesburg, Mississippi
Combined Water and Sewer System
Statement of Net Position**

September 30, 2014

Liabilities	
Current Liabilities	
Due to city governmental funds	\$ 260,025
Sales tax payable	29,632
Accounts payable	220,975
Accrued wages and benefits	97,759
Accrued interest payable	473,380
Other liabilities	935,359
Unamortized bond premium - current	17,507
Revenue bonds - current	1,690,000
General obligation bonds - current	585,000
General obligation note payable - current	392,528
Compensated absences - current	21,688
Total current liabilities	4,723,853
Noncurrent Liabilities	
Revenue bonds	47,210,000
General obligation bonds	8,050,000
General obligation note payable	691,043
Unamortized bond premium	250,912
Compensated absences	122,897
Customer meter deposits	
payable from restricted assets	1,156,675
Total noncurrent liabilities	57,481,527
Total liabilities	62,205,380
Net Position	
Net investment in capital assets	\$ 60,747,195
Restricted for debt service	4,838,130
Unrestricted	4,758,857
Total net position	\$ 70,344,182

Concluded

City of Hattiesburg, Mississippi
Combined Water and Sewer System
Statement of Revenues, Expenses,
and Changes in Fund Net Position

Year ended September 30,		2014
Operating Revenues		
Water charges	\$	7,619,070
Sewer charges		8,521,728
Sewer connections		20,228
Turn-on fees		66,060
Taps		134,084
Total operating revenues		16,361,170
Operating Expenses		
Personal services		2,427,044
Other services and charges		5,755,783
Supplies and expenses		1,045,054
Depreciation		3,362,448
Other operating expenses		861,098
Total operating expenses		13,451,427
Operating Income		2,909,743
Non-Operating Revenues (Expenses)		
Interest revenue		10,144
Interest expense		(2,034,814)
Other expenses		(898,000)
Other revenues		207,496
Total non-operating revenues (expenses)		(2,715,174)
Income Before Capital Contributions and Transfers		194,569
Intergovernmental capital contributions		1,407,145
Change in Net Position		1,601,714
Net Position - beginning of year		68,552,067
Prior period adjustment		190,401
Net Position - beginning, as restated		68,742,468
Net Position - end of year		\$ 70,344,182

See the accompanying notes to financial statements.
- 6 -

City of Hattiesburg, Mississippi
Combined Water and Sewer System
Statement of Cash Flows

Year ended September 30, 2014

Cash Flows from Operating Activities	
Receipts from customers	\$ 15,948,880
Payments to suppliers and service providers	(7,571,788)
Payments to employees for salaries and benefits	(2,376,308)
Net cash provided by operating activities	6,000,784
Cash Flows from Noncapital Financing Activities	
Other cash receipts	207,496
Net cash provided by noncapital financing activities	207,496
Cash Flows from Capital and Related Financing Activities	
Principal payments - bonds and notes	(5,500,287)
Intergovernmental cash receipts	2,119,944
Acquisition and construction of capital assets	(5,754,031)
Capitalized interest paid on capital debt	(22,420)
Bond issuance cost	(898,000)
Interest paid on capital debt	(1,772,332)
Proceeds from bonds and notes	27,882,573
Net cash provided by capital and related financing activities	16,055,447
Cash Flows from Investing Activities	
Interest income	10,144
Net cash provided by investing activities	10,144
Net Increase in Cash and Cash Equivalents	
	22,273,871
Cash and Cash Equivalents - Beginning of year	
	7,066,111
Cash and Cash Equivalents - End of year	
	\$ 29,339,982
Displayed on Statement of Net Position as:	
Cash and equivalents - unrestricted	\$ 5,568,029
Cash and equivalents - restricted	1,156,675
Cash with fiscal agent - restricted	22,615,278
	\$ 29,339,982

Continued

City of Hattiesburg, Mississippi
Combined Water and Sewer System
Statement of Cash Flows

2014

Year ended September 30,

Reconciliation of Operating Income to Net Cash		Operating Income	
Provided by Operating Activities			
Operating Income		\$	2,909,743
Adjustments to Reconcile Operating Income to Net Cash			
Provided by Operating Activities			
Depreciation Expense			3,362,448
Changes in assets and liabilities:			
Increase in accounts receivable - trade		(154,111)	
Increase in prepaid bond insurance		(165,940)	
Decrease in amount due to governmental funds		(845,622)	
Increase in sales tax payable		15,534	
Decrease in accounts payable		(209,735)	
Increase in accrued wages and benefits		97,759	
Increase in other liabilities		935,359	
Increase in customer meter deposits		55,349	
Total adjustments			3,091,041
Net Cash provided by Operating Activities		\$	6,000,784
			Concluded

NOTES TO FINANCIAL STATEMENTS

City of Hattiesburg, Mississippi
Combined Water and Sewer System
Notes to Financial Statements

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The summary of significant accounting policies of the City of Hattiesburg Combined Water and Sewer System (the System) is presented to assist in the understanding of the financial statements. The financial statements and notes are representations of the System's management, which are responsible for their integrity and objectivity

Reporting Entity

These financial statements present only the activity of the City of Hattiesburg, Mississippi Combined Water and Sewer System, which consists of all departmental funds and activities that comprise the System, and do not include financial data for the City of Hattiesburg as a whole or its other departments and activities.

The System includes the sewage treatment plant, sewage pumping stations and collection systems, and the water distribution system. It is operated as an enterprise fund of the City of Hattiesburg (the City). Enterprise fund types are used to account for operations that are financed and operated in a manner similar to private business enterprises. The intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges, or where the governing body has decided the periodic determination of revenues earned, expenses incurred, or net income is appropriate for capital maintenance, public policy, management control, accountability or other purposes.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The System's financial statements are reported using the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The System uses internal accounting funds for budgetary and management purposes and to distinguish accounts by function or activity. These internal funds do not represent accounting funds as defined under U.S. generally accepted accounting principles, but instead are departments with the enterprise fund, which includes all System accounts. As a general rule, the effect of the System's departmental interfund activity has been eliminated.

Operating revenues and expenses are distinguished from nonoperating items. Operating revenue and expenses generally result from providing services and producing goods or services in connection with an enterprise fund's principal ongoing operations. The principal operating revenues of the System are charges to customers for sales and services. The System also recognizes as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the System. Operating expenses include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the System's policy to use restricted resources first, then unrestricted resources as they are needed.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Cash and Cash Equivalents

For purposes of the statement of cash flows, cash and cash equivalents consist of cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition, including restricted assets. Any investments are reported at fair value.

Receivables and Payables

Trade accounts receivable are attributable to customers' unpaid balances at year-end for charges for services. The System estimates the allowance for doubtful water and sewer account balances based upon a review of balances and status of customer accounts and upon consideration of historical collection trends and other factors.

Prepaid Items

Any payments to vendors that reflect costs applicable to future accounting periods are presented as prepaid items in the statement of net position.

Restricted Assets

Mandatory segregations of assets are reported as restricted assets. Such segregations are required by bond agreements or other external parties. Current liabilities payable from these restricted assets, including customer meter deposits, are similarly classified.

Capital Assets

Capital assets, including land, buildings, equipment, and infrastructure assets, that are purchased or constructed are recorded at historical cost. Donated capital assets are recorded at estimated fair market value at the date of donation.

A capitalization threshold of \$5,000 is used for all capital assets with an estimated useful life in excess of two years. The costs of normal maintenance and repairs that do not add to the value of an asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital asset additions or renovations is capitalized into construction in progress while the projects are in progress and included as part of the capitalized value of the relevant assets upon project completion.

Property, plant, and equipment are depreciated using the straight line method over the following estimated useful lives:

Buildings and improvements	20-50 years
Water and sewer systems	18-50 years
Machinery and equipment	5-10 years

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Deferred Outflows of Resources

In addition to assets, the statement of net position reports a separate section for deferred outflows of resources. This separate financial statement element represents a consumption of net position that applies to future periods and is not recognized as an outflow of resources, or expense, until then. The System reports prepaid insurance on Water and Sewer Revenue Bond as a deferred outflow of resources.

Long-term Bonds

Bonds payable are reported net of applicable bond premium or discounts. Such discounts and premiums are amortized over the life of the related bonds. Bond issuance costs, other than prepaid insurance costs, are recognized as expenses in the period incurred. Prepaid insurance costs are reported as an asset and are recognized as expenses over the duration of the related debt.

Net Position

The System's statement of net position presents financial information on all of the System's assets, liabilities and deferred outflows of resources, with the difference reported as net position. Net position invested in capital assets, net of related debt consists of capital assets net of accumulated depreciation, reduced by the outstanding balances (excluding unspent proceeds) of any borrowing used for the acquisition, construction or improvement of those assets. Net position is reported as restricted when there are limitations imposed on its use either through enabling legislation, laws or regulations of other governments, or by external groups such as creditors, grantors, or contributors. The residual component of net position is reported as unrestricted.

Budgets and Budgetary Accounting

The System's annual budget is included in the legally adopted budget of the City of Hattiesburg. The City's Chief Financial Officer is authorized to transfer budgeted amounts within departments within the published expense categories; however, any revisions that alter the total expenses of any budgeted fund must be approved by the City Council. Cumulative increases to departmental expenses in excess of 10% must also be published in the local newspaper.

Each internal accounting fund's appropriated budget is prepared on a detailed line item basis. Revenues are budgeted by source. Pursuant to the Mississippi State Department of Audit's prescribed format, expenditures are budgeted by department and class as follows: personal services, supplies, other services and charges, capital outlays, transfers, debt service. This constitutes the legal level of control. Expenditures may not exceed appropriations at this level.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Encumbrances arise from the issuance of purchase orders, which must be within the adopted budgetary limits. Encumbrances are recorded when purchase orders are issued but are not considered expenditures until liabilities for payments are incurred upon receipt of goods or services. Encumbrances do not lapse at the close of the fiscal year but are carried forward. (If necessary, subsequent year budgets are amended to cover prior year encumbrances.)

Changes in Accounting Standards

The System implemented GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, in the current year. In accordance with this standard, debt issuance costs other than prepaid insurance costs are recognized as an expense in the period incurred rather than deferred and amortized over the life of the debt issue. The provisions of this standard have been incorporated into the financial statements and the related notes and had no effect on previously reported amounts.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions. This will affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates. Significant estimates include useful lives and any estimated impairment of capital assets and the allowance for doubtful accounts.

Compensation

System personnel are employed by the City and assigned to System departments and functions. Compensation costs of such personnel, including benefits, are charged to the System by the City.

Compensated absences -

Pursuant to City policy, employees accumulate earned but unused vacation, sick pay, overtime, and holiday pay benefits. There is no liability for unpaid accumulated sick leave since the City does not have a policy to pay any amounts when employees separate from service with the government. All vacation, overtime, and holiday pay of System personnel is accrued when incurred and is reported as a liability in the System's Statement of Net Position.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Recently Issued Accounting Standards

The Governmental Accounting Standards Board (GASB) has issued Statement No. 68, *Accounting and Financial Reporting for Pensions*, which will be implemented by the City for the year ending September 30, 2015. Implementation of GASB Statement 68 will require the System to restate its September 30, 2014 net position in order to record its proportionate share of the Public Employees Retirement System of Mississippi (PERS) net pension liability. The amount of the necessary adjustment to the System's net position has not yet been determined.

The City has obtained actuarial analyses necessary for implementation of GASB Statement No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions*, which was previously effective but has not yet been implemented and which requires recognition of postemployment benefits including healthcare. Pursuant to this standard, annual costs of other postemployment benefits (OPEB) and the outstanding obligations and commitments for these costs are reported. The City will implement this standard for the year ending September 30, 2015. The effect of implementation has not yet been determined.

NOTE 2: PRIOR PERIOD ADJUSTMENTS

A summary of prior period adjustments reflected on the Statement of Revenues, Expenses, and Changes in Fund Net Position is presented below:

To adjust accrued compensated absences	\$	(144,584)
To adjust capitalized interest		294,801
To adjust prepaid bond insurance		40,184
	\$	190,401

NOTE 3: DEPOSITS AND INVESTMENTS

Deposits of Cash and Equivalents

The collateral for public entities' deposits in financial institutions is held in the name of the State Treasurer under a program established by the Mississippi State Legislature and governed by Section 27-105-5, Miss. Code Ann. (1972). Under this program, the System's funds are protected through a collateral pool administered by the State Treasurer. Financial institutions holding deposits of public funds must pledge securities as collateral against those deposits. In the event of failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the Federal Depositary Insurance Corporation (FDIC).

City of Hattiesburg, Mississippi
Combined Water and Sewer System
Notes to Financial Statements

NOTE 4: CAPITAL ASSETS

Capital asset activity for the System for the year ended September 30, 2014, was as follows:

Year ended September 30, 2014

Business-type Activities:				
Beginning	Balance	Additions	Retire- ments	Transfers / Reclassi- fications
Ending	Balance			
Capital assets not being depreciated:				
Land	\$ 315,243	\$ -	\$ -	\$ -
Construction in progress	13,938,087	5,657,784	-	(10,477,398)
Total capital assets not being depreciated	14,253,330	5,657,784	-	(10,477,398)
Capital assets being depreciated:				
Buildings and improvements	321,108	-	-	13,950
Machinery and equipment	8,756,783	118,665	(14,387)	75,200
Water and sewer systems	101,411,040	-	-	10,388,248
Total capital assets being depreciated	110,488,931	118,665	(14,387)	10,477,398
Less accumulated depreciation for:				
Buildings and improvements	199,148	109,916	-	-
Machinery and equipment	6,961,215	745,519	(14,387)	(44,231)
Water and sewer systems	18,138,862	2,507,013	-	44,231
Total accumulated depreciation	25,299,225	3,362,448	(14,387)	-
Total capital assets being depreciated, net	85,189,706	(3,243,783)	-	10,477,398
Business-type activities capital assets, net	\$ 99,443,036	\$ 2,414,001	\$ -	\$ -
				\$ 101,857,037

Interest capitalized during the year totaled \$22,420.

NOTE 5: INTERFUND PAYABLES AND TRANSFERS

Balances due from the System to City funds at September 30, 2014, consist of the following:

\$	12,420	Due to the City's General Fund for reimbursements of oil and gas expenses.
193,623		Due to the City's General Fund for trash fees.
17,877		Due to the City's Group Insurance Fund for projected future claims.
36,105		Due to the City's General Fund for System debt payments.
\$	260,025	Total Due to Other Funds

The outstanding balances between funds result mainly from the time lag between the dates that goods and services are provided or reimbursable expenses occur and the dates of transfers of funds in satisfaction of those costs. These balances are expected to be paid within one year.

NOTE 6: LONG-TERM LIABILITIES

General Obligation Bonds and Notes

The City issues general obligation bonds and notes to provide funds for the acquisition and construction of major capital facilities. General obligation bonds and notes are direct obligations which pledge the full faith and credit of the City and have been issued for projects of the System. Notes are generally issued with five-year maturities. Bonds are generally issued as serial bonds with essentially level principal and interest payments maturing each year and with maturities that range from 10 to 20 years. General obligation bonds and notes outstanding for the System at September 30, 2014 were as follows:

General Obligation Bonds and Notes						
Sale Date	Original Borrowing	Rates to Maturity	Final Maturity	Outstanding 9/30/2014		
2009	\$ 7,500,000	2.75%-3.80% *	2024	\$ 5,525,000	Public Improvements	
2010	3,600,000	2.60%-3.70% *	2030	3,110,000	Public Improvements	
						\$ 8,635,000

* Interest rates vary by maturity block of bonds.

NOTE 6: LONG-TERM LIABILITIES (Continued)

Revenue Bonds

The City issues revenue bonds to provide funds for the acquisition and construction of System infrastructure and related improvements. These bonds are secured by System operating revenues and are subject to the requirements of the respective revenue bond documents. These bond documents include important net revenue calculation and parity debt requirements. Bonds are generally issued as serial bonds with essentially level principal and interest payments maturing each year and with maturities that range from 15 to 25 years. Revenue bonds outstanding at September 30, 2014 were as follows:

Revenue Bonds	Sale Date	Original Borrowing	Rates to Maturity	Final Maturity	Outstanding 9/30/2014
W & S Refunding Bonds	2006	\$ 17,000,000	4.00% - 5.00% *	2021	\$ 9,330,000
W & S Revenue Project	2012	12,500,000	2.50% - 5.00% *	2032	11,570,000
W & S Revenue and Refunding Bonds	2014	28,000,000	2.75% - 5.00% *	2039	28,000,000
					\$ 48,900,000

* Interest rates vary by maturity block of bonds.

In December 2013, the City issued Water and Sewer Revenue Bonds (Mississippi Development Bank Special Obligation Bonds, Series 2013) totaling \$28,000,000, as reflected above. These bonds were issued to provide funds for repairing, improving, and extending the water and sewer system and for the purposes of a current refunding of the City's \$3,000,000 General Obligation Note, Series 2013. The current refunding of debt resulted in reduction in remaining cash flows of approximately \$14,400, but extended the time period over which principal would be repaid from 4 years to 25 years. Due to the extended term over which payments will be required and the increase in the nominal interest rates, additional economic cost that will be incurred over the life of the refunded debt is approximately \$336,600. Bond issuance costs expensed during the year totaled \$548,000.

NOTE 6: LONG-TERM LIABILITIES (Continued)

State Revolving Loan Fund (SRF) Notes

In addition to revenue bonds, the City has utilized financing available under the State of Mississippi Revolving Loan Fund (SRF) program to provide funds for qualified sewer projects. Monthly principal and interest payments for the repayment of these notes is deducted from the City's monthly sales tax diversion payments from the Mississippi Department of Revenue, with monthly reimbursements to the City's general fund being made from monthly operating sewer system revenues as authorized by the City's budget document. The SRF notes outstanding at September 30, 2014 are as follows:

State Revolving Loan Funds					
	Sale	Original	Rates to	Final	Outstanding
	Date	Borrowing	Maturity	Maturity	9/30/2014
SRF #1	1997	\$ 2,191,243	4.50%	2016	\$ 307,320
SRF #2	1997	2,165,672	4.50%	2017	392,132
SRF #3	1999	1,293,195	4.50%	2019	384,119
					\$ 1,083,571

Compensated Absences

The System accrues vested or accumulated vacation leave, holiday leave, and accrued overtime. The portion of such accrued compensated absences that is expected to be paid after one year is included in noncurrent liabilities. In accordance with the provisions of applicable accounting standards, no liability is recorded for nonvesting accumulating rights to receive sick pay benefits. Accrued compensated absences at September 30, 2014 consisted of the following:

Amount	
Accrued vacation pay	\$ 133,704
Accrued overtime pay	10,881
Total	\$ 144,585

City of Hattiesburg, Mississippi
Combined Water and Sewer System
Notes to Financial Statements

NOTE 6: LONG-TERM LIABILITIES (Continued)

Changes in Long-Term Liabilities

Changes in the System's long-term liabilities for the year ended September 30, 2014, were as follows:

	Beginning	Additions	Reductions	Ending	Due Within
	Balance			Balance	One Year
General obligation bonds and notes	\$ 12,195,000	\$ -	\$ (3,560,000)	\$ 8,635,000	\$ 585,000
Revenue bonds	22,465,000	28,000,000	(1,565,000)	48,900,000	1,690,000
State revolving loan fund (SRF) notes	1,458,857	-	(375,286)	1,083,571	392,528
Unamortized premium (discount)	402,325	-	(133,906)	268,419	17,507
Total bonds and notes payable	36,521,182	28,000,000	(5,634,192)	58,886,990	2,685,035
Compensated absences	144,585	-	-	144,585	21,688
Total long-term liabilities	\$ 36,665,767	\$ 28,000,000	\$ (5,634,192)	\$ 59,031,575	\$ 2,706,723

City of Hattiesburg, Mississippi
Combined Water and Sewer System
Notes to Financial Statements

NOTE 6: LONG-TERM LIABILITIES (Continued)

The debt service requirements for the System's bonds and notes as of September 30, 2014, were as follows:

<i>Year Ending</i>	<i>September 30,</i>	G.O. Bonds and Notes	State Revolving Loan Funds
		Principal	Interest
		Principal	Interest

2015	\$	585,000	\$	275,502	\$	392,528	\$	40,730
2016		615,000		256,144		396,590		22,698
2017		640,000		236,992		173,771		8,763
2018		670,000		216,979		96,000		3,467
2019		700,000		195,494		24,682		185
2020-2024		4,000,000		597,783		-		-
2025-2029		1,160,000		155,409		-		-
2030-2034		265,000		8,613		-		-
2035-2039		-		-		-		-
	\$	8,635,000	\$	1,942,916	\$	1,083,571	\$	75,843

<i>Year Ending</i>	<i>September 30,</i>	Revenue Bonds	Total Bonds and Notes
		Principal	Interest
		Principal	Interest

2015	\$	1,690,000	\$	1,990,375	\$	2,667,528	\$	2,306,607
2016		1,765,000		1,906,376		2,776,590		2,185,218
2017		1,840,000		1,833,326		2,653,771		2,079,081
2018		1,915,000		1,760,907		2,681,000		1,981,353
2019		2,085,000		1,686,769		2,809,682		1,882,448
2020-2024		8,965,000		7,281,068		12,965,000		7,878,851
2025-2029		9,855,000		5,584,881		11,015,000		5,740,290
2030-2034		10,535,000		3,510,334		10,800,000		3,518,947
2035-2039		10,250,000		1,271,631		10,250,000		1,271,631
	\$	48,900,000	\$	26,825,667	\$	58,618,571	\$	28,844,426

During the year ended September 30, 2014, interest incurred for the System's long-term liabilities totaled \$2,057,234.

NOTE 7: COMMITMENTS AND CONTINGENCIES

At September 30, 2014, the balances outstanding on construction projects in progress were as follows:

September 30,		2014
Veteran's Blvd Water Connector	\$ 1,361,829	
Inflow & Infiltration Study - Task Order #2	824,472	
USA Yeast Evaporator Plant Project	703,740	
Other projects	378,607	
Commitments for construction projects in progress, end of fiscal year	\$ 3,268,648	

Significant encumbrances at September 30, 2014, included \$915,991 for Water and Sewer capital expenditures, \$202,892 for water and sewer equipment and projects, and \$26,090 for various other systems and projects. Encumbrances remaining open at year-end, which are carried forward to the next fiscal year via budget amendment, were \$1,144,973.

USA Yeast Facility

As of September 30, 2014, the System's construction in progress included \$6,743,900 for cumulative expenditures related to construction of a wastewater pretreatment facility, or evaporator plant, for a manufacturing facility located within the City. Total expected cost is \$7,037,400, for which \$5,000,000 in funding was provided by a Katrina Supplemental CDBG Economic Development Grant, with remaining costs funded by the manufacturing company. Pursuant to an agreement between the City and the company, title to the equipment and components will transfer to the company upon expiration of the agreement on December 31, 2021. Under the agreement, the City has a ground lease for company property on which the evaporator plant is located. See also Note 10 – Subsequent Events.

Compliance with Mississippi Department of Environmental Quality Order

The Mississippi Department of Environmental Quality ("MDEQ"), pursuant to its authority under the Clean Water Act, issued permits (the "Permits") to the City for discharges from the System's North Lagoon and South Lagoon. In March, 2012, Gulf Restoration Network ("GRN") filed a complaint against the City under the Clean Water Act, alleging violations of the Permits. In August, 2012, the Mississippi Commission on Environmental Quality ("MCEQ") intervened. As a result of that intervention, the City has been mandated to rehabilitate and improve its wastewater treatment system under an Agreed Order executed, and subsequently amended, between the City and MDEQ. In August, 2014, a Second Amended Agreed Order ("Second Amended Order") was entered into between MDEQ and the City. The Second Amended Order, among other things, included (a) tiered interim limits under the South Lagoon permit for discharges, (b) milestone deadlines for a City project at the South Lagoon, and (c) stipulated penalties for project deadlines and interim limit violations.

NOTE 7: COMMITMENTS AND CONTINGENCIES (Continued)

Compliance with the Amended Agreed Order will require rehabilitation and improvement of the System's infrastructure and construction of a new wastewater treatment facility in various project phases over a long-term period. Project completion for the new wastewater treatment facility is currently scheduled for September 2018. Infrastructure improvements began in 2012 and are expected to continue through 2024. The new wastewater treatment system and infrastructure improvements are expected to cost approximately \$125,000,000 to \$150,000,000. In addition, the City anticipates additional costs in connection with future maintenance of the water and sewer system. Future debt obligations to finance the wastewater treatment system and various infrastructure improvements in connection with the wastewater treatment system are expected. In addition, significant incremental rate increases are anticipated in order to meet all applicable financial, contractual, and regulatory requirements, including compliance with provisions contained in water and sewer bond documents. See also Note 10 – Subsequent Events.

Litigation and Arbitration

Groundwork

During the year ended September 30, 2014, Groundwork, LLC filed a complaint against the City for breach of contract and injunctive relief related to a contract for treatment of wastewater. As subsequently amended, this complaint alleges that the City failed to perform certain acts to enable Groundwork to obtain financing necessary to fulfill its contract obligations and seeks \$6,266,753 plus attorney fees and expenses. In December 2014, this case was dismissed with prejudice by the Chancery Court, and the case is now under appeal by Groundwork to the Mississippi Supreme Court. The City intends to vigorously defend against this suit. Due to the ongoing status of the litigation, the outcome of this matter is uncertain.

Precision Construction, LLC

In civil action against the City brought by Precision Construction, LLC (Precision) for breach of contract, the Forrest County Circuit Court ordered that the matter be handled in binding arbitration. As a result of that arbitration and subsequent decision of the Court of Appeals of Mississippi, Precision was awarded \$856,666 plus \$7,033 toward additional expenses and arbitrator fees, along with interest assessed at 8% from August 29, 2014 until the judgment is paid. The City is vigorously pursuing further appellate remedies to reduce the amount of the judgment and is withholding payment of the judgment pending conclusion of those efforts. In accordance with generally accepted accounting principles, the City has accrued the amount of the arbitration award as a liability as of September 30, 2014 in its government-wide statement of net position. This amount is included in other services and charges in the System's statement of revenues, expenses, and changes in net position and in other liabilities in the System's statement of net position as of September 30, 2014.

NOTE 7: COMMITMENTS AND CONTINGENCIES (Continued)

Other

The City of Hattiesburg is party to various other legal proceedings which normally occur in governmental operations and which may be relevant to the Combined Water and Sewer System. While the City cannot predict the results of any litigation, legal counsel for the City believes that it has meritorious defenses against those actions, proceedings and claims, or that those matters are without merit or are of such kind, or involve such amounts, that any unfavorable dispositions not covered by insurance resulting from such litigation would not materially affect the financial statements of the System. The City includes anticipated attorney fees for ongoing matters in its annual budget for the year in which such fees are incurred.

Federal Grants

In the normal course of operations, the City receives grant funds from various Federal and State agencies. The grant programs are subject to audit by agents of the granting authority, the purpose of which is to ensure compliance with conditions precedent to the granting of funds. Any liability for reimbursement which may arise as the result of these audits is not believed to be material.

Group Insurance Programs

The System's workers' compensation, general and automobile liability insurance coverage are included in the City's policies, which are obtained through certain group insurance programs of the Mississippi Municipal Service Company. Under these programs and pursuant to State of Mississippi regulations, participants are jointly and severally liable for claims incurred; however, the City has experienced no loss under such provisions.

Self-Funded Health Insurance Program

The City provides health insurance to its employees under a self-insured program, as previously described. Accordingly, System personnel are covered under this plan. The City allocates cost to the System based on proportionate share of claims incurred. The City obtains reinsurance to protect against significant loss; however, under the terms of such reinsurance policies, the City is ultimately responsible for covered claims. Any additional losses would be allocated proportionately to the System and the City's various governmental funds. As of September 30, 2014, the System had accrued \$17,877 in health insurance claims liabilities.

NOTE 8: OTHER POSTEMPLOYMENT BENEFITS

The City's health insurance plan allows for retirees to obtain health insurance by participating in the City's health insurance plan. The City does not issue a publicly available financial report for the health insurance plan. Since retirees may obtain health insurance by participating in a group with active employees and consequently receive a health insurance premium rate differential, the City has a postemployment healthcare benefit reportable under GASB Statement No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, as a single employer defined benefit health care plan. However, the City has not recorded a liability for other postemployment benefits nor has the City reported note disclosures which are required by accounting principles generally accepted in the United States of America.

NOTE 9: DEFINED BENEFIT PENSION PLANS

System personnel are employees of the City and, as such, participate in the Public Employees' Retirement System of Mississippi (PERS), a cost-sharing multiple-employer defined benefit pension plan administered by the PERS System Board of Trustees. PERS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. Benefit provisions and the Board of Trustees' authority to determine contribution rates are established by State law and may be amended only by the State of Mississippi Legislature. The PERS System issues a publicly available Comprehensive Annual Financial Report that includes financial information of the administered plans. That information may be obtained by writing to Public Employee Retirement System, PERS Building, 429 Mississippi Street, Jackson, Mississippi 39201-1005, or by calling (601) 359-3589 or 1-800-444-PERS. Financial reports also are available on the System's website at www.pers.ms.gov.

Participation and Funding Policy

The PERS System Board of Trustees establishes contribution rates for the PERS plan. Membership for the City's employees is a condition of employment, and eligibility is granted to those who qualify upon hiring. As specified by the Board of Trustees, members are required to contribute a percentage of their annual covered salary (9.00% since July 1, 2010) and the City is required to contribute at an actuarially determined rate, currently 15.75% of annual covered payroll. The System's allocated shares of the City's contributions to PERS for the years ended September 30, 2014, 2013, and 2012 were \$269,418, \$244,993, and \$210,556, respectively, 100% of the required contributions for each year. As of September 30, 2014, \$12,139 was payable to PERS for current employer contributions, to be remitted in the following month.

NOTE 10: SUBSEQUENT EVENTS

Management has evaluated subsequent events after the financial statement date of September 30, 2014 through March 25, 2016, which was the date the audited financial statements were available to be issued.

Issued Debt and Financing Agreements

Subsequent to the year ended September 30, 2014, the City entered into additional debt refunding agreements related to the System as follows:

- Issuance of General Obligation Water and Sewer Refunding Bonds, Series 2015, for defeasance of General Obligation Water and Sewer Bonds dated 2009, par amount of \$4,605,000, maturities through 2024, interest at 2%-3%.

Commitments for Additional Debt

Subsequent to the year ended September 30, 2014, the City also approved issuance of Taxable Special Obligation Water and Sewer revenue bonds, Series 2016, through the Mississippi Development Bank, in amounts up to \$25,000,000, with maturities up to twenty years. Such bonds will be collateralized by pledged Water and Sewer System net revenues and are therefore subject to parity provisions of the City's outstanding revenue bonds. Proceeds of these bonds will provide funding for the City's wastewater treatment construction project.

In addition, the City approved an intent to issue general obligation Water and Sewer bonds and/or enter into a loan agreement with the Mississippi Development Bank in an amount up to \$60,000,000. The proceeds of such debt will be used for improvements, repairs, and extension of the Combined Water and Sewer System. This project will encompass certain portions of system rehabilitation mandated by the MDEQ. This debt will be payable solely from revenues derived from System operations, and payments will be made over a period not to exceed thirty years. The City anticipates issuance of this debt in March 2016.

USA Yeast Facility

Construction of a wastewater pretreatment facility, or evaporator plant, for a manufacturing facility located within the City was completed subsequent to September 30, 2014. This plant was placed in service in early 2015 and will be transferred to the manufacturing company in 2021 pursuant to terms of the project agreement.

NOTE 10: SUBSEQUENT EVENTS (Continued)

Mississippi Department of Environmental Quality Consent Order

In October 2014, GRN, the City and MDEQ, the parties involved in the mandated rehabilitation and improvement of the City's sewer system, negotiated a compromise and settlement of certain issues and entered into a Consent Judgment whereby the City agreed, among other things, to comply with the terms of the Second Amended Agreed Order. This Consent Judgment set in place certain milestones which must be met to avoid imposition of penalties. The City was unable to meet a milestone for submission of plans and specifications, and penalties in the amount of \$218,500 were imposed and then paid by the City. Upon demonstration of the City's commitment to comply with the Second Amended Agreed Order, MDEQ suspended continuation of those penalties.

Water and Sewer Rate Study

Subsequent to the year ended September 30, 2014, the City entered into an agreement to obtain a water and sewer rate study, including analyses of current and future revenue requirements and cost of service. The purpose of this study is to determine the basis for and amounts of any necessary rate adjustments. This study is expected to be completed by November 2016.

Petal Sewer Rate Litigation Settlement

Subsequent to the year ended September 30, 2014, the City and the City of Petal settled a lawsuit over rate increases imposed by the City for treatment of Petal's wastewater. Upon acceptance of terms of the settlement, the case was dismissed with prejudice by the Court, ending further claims in this matter.

Under the terms of the agreement, rates are determined based on a stated formula for calculating Petal's proportionate share of specified wastewater system operating costs. Rate calculations will be performed annually, and rate adjustments will be effective for the upcoming fiscal year. Rates for the initial interim period, from January 1, 2016 through September 30, 2016, were set at \$0.90 per thousand gallons of wastewater received into the City's system, based on actual metered volume. The agreement also includes provisions related to metering, testing, regulations, and procedures.

The agreement has an initial term of ten years, expiring December 31, 2025, and a renewal term of five years, expiring December 31, 2030. It then continues in effect from year to year unless either party provides written notice of termination at least one year in advance of the respective fiscal year-end.

The initial interim rate established under the settlement agreement is approximately 36% more than the rate that had currently been paid by the City of Petal. The initial fiscal year rate to be calculated under the agreement is not yet determinable.

SUPPLEMENTARY INFORMATION

City of Hattiesburg, Mississippi
Combined Water and Sewer System
Schedule 1 - Water and Sewer Revenue Fund
Statement of Revenues, Expenses, and
Changes in Net Position - Budgetary Cash Basis

September 30,		2014
Operating Revenues		
Water charges	\$	7,558,959
Sewer charges		8,144,806
Sewer connections		18,689
Turn-on fees		65,750
Taps		134,056
Total operating revenues		15,922,260
Operating Expenses		
Other services and charges		7,075
Total operating expenses		7,075
Operating Income		15,915,185
Non-Operating Revenues (Expenses)		
Interest revenue		2,410
Interest expense		(65,721)
Debt principal payments		(375,287)
Total non-operating revenues (expenses)		(438,598)
Income Before Operating Transfers		15,476,587
Operating Transfers		
Operating transfers out		(15,274,322)
Total operating transfers		(15,274,322)
Excess of revenues over expenses and transfers	\$	202,265

City of Hattiesburg, Mississippi
Combined Water and Sewer System
Schedule 2 - Operation and Maintenance Fund
Statement of Revenues, Expenses, and Changes
in Net Position - Budgetary Cash Basis

<i>Year ended September 30,</i>		2014
Operating Revenues		\$ 26,620
Operating Expenses		
Personal services	2,376,308	
Supplies and expenses	1,062,740	
Other services and charges	4,321,055	
Capital outlays	590,696	
Total operating expenses	8,350,799	
Operating Loss		(8,324,179)
Non-Operating Revenues (Expenses)		
Interest revenue	4,439	
Other revenue	2,341	
Total non-operating revenues (expenses)	6,780	
Income (Loss) Before Operating Transfers		(8,317,399)
Operating Transfers		
Operating transfers in	7,995,911	
Total operating transfers	7,995,911	
Net Loss		\$ (321,488)

City of Hattiesburg, Mississippi
Combined Water and Sewer System
Schedule 3 - Operation and Maintenance Fund
Schedule of Expenses – Budgetary Cash Basis

<i>Year Ended</i>	<i>September 30, 2014</i>	<i>Personal</i>	<i>Supplies and</i>	<i>Expenses and</i>	<i>Capital</i>	<i>Total</i>				
Office	\$	371,382	\$	29,580	\$	138,506	\$	17,250	\$	556,718
Transmission		653,742		214,983		631,027		67,674		1,567,426
Plant		554,731		130,897		1,025,826		14,529		1,725,983
Sewer		548,985		295,162		1,049,218		4,540		1,897,905
Sewer lagoon		247,468		392,118		1,476,478		486,703		2,602,767
Total expenses	\$	2,376,308	\$	1,062,740	\$	4,321,055	\$	590,696	\$	8,350,799

City of Hattiesburg, Mississippi
Combined Water and Sewer System
Schedule 4 - Water and Sewer Construction Fund
Statement of Revenues, Expenses, and Changes
in Net Position - Budgetary Cash Basis

<i>Year Ended September 30,</i>		2014
Operating Revenues		\$ -
Operating Expenses		97,036
Other services and charges		3,267,711
Capital outlays		3,364,747
Operating Loss		(3,364,747)
Non-Operating Revenues (Expenses)		577
Interest revenue		2,119,944
Intergovernmental revenues		205,155
Rents		2,325,676
Income (Loss) Before Operating Transfers		(1,039,071)
Operating Transfers		1,719,791
Operating transfers in		1,719,791
Total operating transfers		1,719,791
Net Income		\$ 680,720

City of Hattiesburg, Mississippi
Combined Water and Sewer System
Schedule 6 - USA Yeast Bond and Interest Fund
Statement of Revenues, Expenses, and Changes
in Net Position - Budgetary Cash Basis

<i>Year Ended September 30,</i>	
2014	
Operating Revenues	\$ -
Operating Expenses	-
Operating Income	-
Non-Operating Revenues (Expenses)	
Interest revenue	43
Total non-operating revenues (expenses)	43
Net Income	\$ 43

City of Hattiesburg, Mississippi
Combined Water and Sewer System
Schedule 7 - 2013 Water and Sewer Construction Fund
Statement of Revenues, Expenses, and Changes
in Net Position - Budgetary Cash Basis

<i>Year ended September 30,</i>	<i>2014</i>
Operating Revenues	\$ -
Operating Expenses	1,422,728
Other services and charges	1,511,186
Capital outlays	2,933,914
Operating Loss	(2,933,914)
Non-Operating Revenues (Expenses)	1,410
Interest revenue	(1,015,427)
Other expense	28,000,000
Proceeds from bonds and general obligation notes	26,985,983
Income Before Operating Transfers	24,052,069
Operating Transfers	(3,022,350)
Operating transfers out	(3,022,350)
Total operating transfers	(3,022,350)
Net Income	\$ 21,029,719

The notes to the financial statements are in integral part of this schedule.

City of Hattiesburg, Mississippi
Combined Water and Sewer System
Schedule 8 - 2012 Water and Sewer Construction Fund
Statement of Revenues, Expenses, and Changes
in Net Position - Budgetary Cash Basis

<i>Year Ended September 30,</i>	
2014	
	Operating Revenues
	\$ -
	Operating Expenses
	Capital outlays
	767,945
	Total operating expenses
	767,945
	Operating Loss
	(767,945)
	Non-Operating Revenues (Expenses)
	Interest revenue
	19
	Total non-operating revenues (expenses)
	19
	Net Loss
	\$ (767,926)

City of Hattiesburg, Mississippi
Combined Water and Sewer System
Schedule 9 - 2009 Water and Sewer General
Obligation Bond Construction Fund
Statement of Revenues, Expenses, and Changes
in Net Position - Budgetary Cash Basis

<i>Year Ended September 30,</i>	
2014	
Operating Revenues	\$ -
Operating Expenses	
Other services and charges	33,871
Total operating expenses	33,871
Operating Loss	(33,871)
Non-Operating Revenues (Expenses)	
Interest revenue	24
Total non-operating revenues (expenses)	24
Net Loss	\$ (33,847)

City of Hattiesburg, Mississippi
Combined Water and Sewer System
Schedule 10 - 2010 Water and Sewer General
Obligation Bond Construction Fund
Statement of Revenues, Expenses, and Changes
in Net Position - Budgetary Cash Basis

September 30,	2014
Operating Revenues	\$ -
Operating Expenses	-
Operating Income	-
Non-Operating Revenues (Expenses)	
Interest revenue	165
Total non-operating revenues (expenses)	165
Income Before Operating Transfers	165
Operating Transfers	
Operating transfers in	200,000
Total operating transfers	200,000
Net Income	\$ 200,165



City of Hattiesburg, MS

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

Master

File Number: 2016-2747

File ID: 2016-2747

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/15/2016

Brief Title: MSDPS Highway Funding 2017

Final Action:

Minute Book Number: MB2016-167

Title:

Acknowledge receipt of the FY2017 Highway Safety Funding Grant Program award in the amount of \$22,857.00.

Notes:

Sponsors:

Enactment Date:

Attachments: City of Hattiesburg

Enactment Number:

Contact:

Meeting Date: 07/05/2016

Drafter: Brett Benson

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/05/2016					

Text of Legislative File 2016-2747

Title

Acknowledge receipt of the FY2017 Highway Safety Funding Grant Program award in the amount of \$22,857.00.

Summary

MSDPS FY2017 Highway Safety Funding program

Budget Information

Expenditure Type

Grant project

Purchasing Item



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

PHIL BRYANT
GOVERNOR

ALBERT SANTA CRUZ
COMMISSIONER

June 10, 2016

Mr. Johnny Dupree, Mayor
City of Hattiesburg
#1 Government Plaza
Hattiesburg, MS 39401

Dear Mayor Dupree:

On behalf of the Mississippi Office of Highway Safety (MOHS), I would like to take this opportunity to thank you for submitting a grant request for Fiscal Year 2017 Highway Safety funding. The Mississippi Office of Highway Safety received an extremely large volume of quality grant requests from law enforcement agencies, state agencies and non-profits throughout Mississippi.

Due to a large reduction in FY 2017 funding we are not able to totally fund all grant requests. The following line items and amounts have been approved for your FY 2017 Mississippi Office of Highway Safety grant award:

Funding Source: 402 Police Traffic Services FY17

Salaries: \$20, 017.50

Fringe Benefits: \$0.00

Equipment: \$2,804.20

Travel: \$0.00

Contractual Services: \$35.30

Commodities: \$0.00

In Direct Costs: \$0.00

Total Grant Award: \$22,857.00

Please contact your Traffic Safety Specialist, Joyce Corley at the following e-mail address, jcorley@dps.ms.gov by June 17, 2016 if you wish to receive the funds stated above or if you should have any additional questions. Failure to contact your Program Manager by June 17, 2016 will result in the reallocations of the above stated funds.

Thank you for your willingness to make the roads and highways safe for the citizens of Mississippi.

Regards,

Penny N. Corn

Penny N. Corn, Director
Mississippi Office of Highway Safety
601-977-3700



City of Hattiesburg, MS

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

Master

File Number: 2016-2769

File ID: 2016-2769

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/27/2016

Brief Title: Unadvertised Bid Docket Acknowledgement

Final Action:

Minute Book Number: MB2016-167

Title:

Acknowledge receipt of the unadvertised bid purchase docket for the period of May 27, 2016 through June 27, 2016, as provided for in Section 37-1-13(b) of the Mississippi Code 1972.

Notes:

Sponsors:

Enactment Date:

Attachments: UAB Docket July 5, UAB Memo July 5

Enactment Number:

Contact:

Meeting Date: 07/05/2016

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/05/2016					

Text of Legislative File 2016-2769

Title

Acknowledge receipt of the unadvertised bid purchase docket for the period of May 27, 2016 through June 27, 2016, as provided for in Section 37-1-13(b) of the Mississippi Code 1972.

Summary

Unadvertised bids.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG UNADVERTISED BID PURCHASES
MAY 27, 2016 - JUNE 27, 2016

SUCCESSFUL BID/ OTHER BID	BID RECEIVED	BID AWARDED	BID AMOUNT	PURCHASE ORDER	ITEM DESCRIPTION
CERTIFIED LABORATORIES	05/31/16	05/31/16	7,243.50	161583	MOTOR OIL FOR CITYWIDE USE
B S N SPORTS	05/20/16	05/31/16	9,411.50	161584	MCNAIR CTR:FOOTBALL JERSEYS
BIG 10 TIRE COMPANY INC	05/31/16	05/31/16	7,100.00	161642	SERVICE BODY FOR WATER TRANS.
UNITED FENCE COMPANY	05/31/16	06/02/16	14,697.00	161647	FENCE AT OAKLAWN CEMETERY ALONG GREEN STREE
CHAIN ELECTRIC COMPANY	05/20/16	06/07/16	43,820.00	161759	GENERATOR AT BURKETT LIFT STATION
C D W GOVERNMENT	06/09/16	06/09/16	11,948.10	161846	PRINTERS AND BATTERIES FOR VEHICLES
SANSOM EQUIPMENT CO	06/14/16	06/14/16	49,750.00	162036	2009 STERLING WITH 2010 VACTOR RAMJET
AMERICAN PRINTING & OFFICE SUPPLY SYS	06/17/16	06/17/16	6,950.00	162137	STRIPE AND LETTER 10 NEW POLICE CARS
CHAIN ELECTRIC COMPANY	06/23/16	06/23/16	5,060.00	162258	REWORK PUMP #3 AT PLANT # 2
BILLY INGRAM CONSTRUCTION	06/27/16	06/27/16	47,800.00	162343	BOBBY CHAIN AIRPORT ROOFING HANGAR 2

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date 05/31/16
PO No. 161583
Req No. 2416

POINT OF CONTACT:

VENDOR MAILING:
CERTIFIED LABORATORIES
ATTN ED ASSAF
1004 RICHBURG RD
HATTIESBURG MS 39402-9054

MOORE, KIMBERLY

(601) 5828594

VENDOR # 90001197

SHIP TO :
CITY OF HATTIESBURG
PUBLIC WORKS DEPT
1202 JAMES STREET
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: MOTOR OIL FOR CITYWIDE USE

SEND METHOD 1 (601)5832426

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001201.5250	SPECTRA 15W 40	220.00	EA	21.9500	4,829.00
001201.5250	SPECTRA 5W 20	110.00	EA	21.9500	2,414.50



TOTAL CONTRACT AMOUNT NOT TO EXCEED

7,243.50

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

KERMAS EATON
CITY CLERK

43580

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 5/26/16
Order Number 2418.00

CERTIFIED LABORATORIES
ATTN ED ASSAF
1004 RICHBURG RD
HATTIESBURG MS 39402-9054

Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Ed Assaf

Phone Number . . 801 5454512

SIGNATURE Ed Assaf DATE 5-26-16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: MOTOR OIL FOR CITYWIDE USE

ITEM DESCRIPTION	Request Date	QTY	UN	Unit Price	Extended Cost	Delivery Date	Expired Date
SPECTRA 15W 40	05/26/16	220.00	EA	21.95	4,829.00	6-6-16	12-31-16
SPECTRA 5W 20	05/26/16	110.00	EA	21.95	2,414.50	6-6-16	12-31-16

TOTAL BID PRICE 7,243.50



[Handwritten signature]

5/31/16

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 5/26/16
Order Number 2416 00CHEMSEARCH
ATTN DANNY BROWN - LFRN2N
PO BOX 152170
IRVING TX 75015-2170Mail To. . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME

JIM KNOX

SIGNATURE

Jim Knox

DATE

5/27/16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: MOTOR OIL FOR CITYWIDE USE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
SPECTRA 15W 40	05/26/16	220.00	EA	25 ⁵⁰ /gal	5610 ⁰⁰	6/15/16	12/31/16
SPECTRA 5W 20	05/26/16	110.00	EA	26 ⁰⁰ /gal	2860 ⁰⁰	6/15/16	12/31/16
TOTAL BID PRICE						8470 ⁰⁰	



BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date - 06/02/16

POINT OF CONTACT:

PO No. - 161642
Req No. - 2397

VENDOR MAILING:
BIG 10 TIRE COMPANY INC
6895 HWY 49 N
HATTIESBURG MS 39402-7807

WAGGONER, ROBIN
MINUTE BOOK # PENDING
VENDOR # 90015911

(601) 5454630

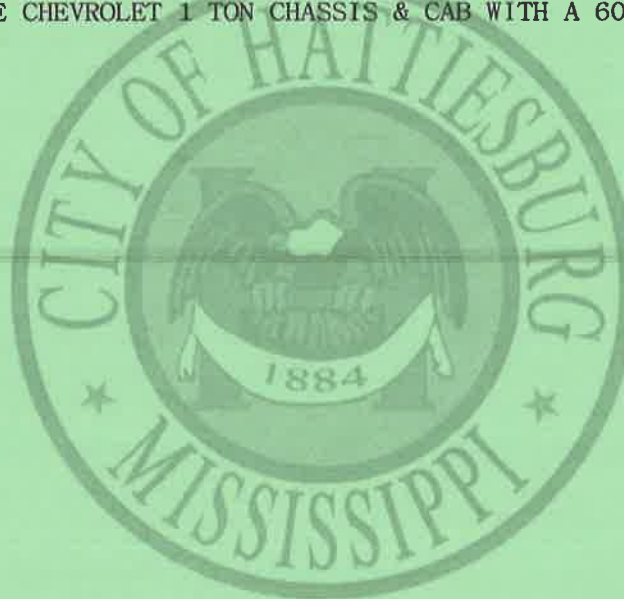
SHIP TO :
CITY OF HATTIESBURG
WATER PLANT #2
900 JAMES STREET
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: SERVICE BODY FOR WATER TRANS.

SEND METHOD 1 (601)2960323

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
009677.7450	SERVICE BODY SPECIFICATIONS FOR SERVICE BODY FOR WATER TRANSMISSION: 1. KNAPHEIDE 6108DJ SERVICE BODY, STAHL 110VVD SERVICE BODY, OR EQUIVALENT. 2. HEAVY DUTY RECEIVER HITCH WITH 12,000 POUND COMBINATION PINTLE HITCH AND 2 INCH BALL INSERT WITH 7-WAY PLUG. 3. OVERHEAD MATERIAL RACK OVER CAB PAINTED BLACK. 4. SERVICE BODY INSTALLED ON TRUCK PAINTED WHITE TO MATCH. 5. TRUCKS ARE CHEVROLET 1 TON CHASSIS & CAB WITH A 60 CA.	1.00	EA	7,100.0000	7,100.00



TOTAL CONTRACT AMOUNT NOT TO EXCEED

7,100.00

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

KERMAS EATON
CITY CLERK

Feed

Page No. 1
Date - 5/02/16
Order Number 2397 00

Mail To. . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME ROBERT E. KLEIN

SIGNATURE Robert E. Miller DATE 5-03-2016 Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: SERVICE BODY FOR WATER TRANS.

PROJECT LINE: SERVICE BODY FOR WATER TRANS.		Request Date	QTY	UN	Unit Price	Extended Cost	Delivery Date	Expired Date
ITEM DESCRIPTION								
CARRIAGEWAY FLIGHT		05/02/16	1.00	EA	7100.00	7100	2/25/22	6/2016

SERVICE BODY

1. MANUFACTURE 6108DI SERVICE BODY. STEEL, 110VVD SERVICE BODY.

- OR EQUIVALENT.
2. HEAVY DUTY RECEIVER HITCH WITH 12,000 POUND COMBINATION
PINTLE HITCH AND 2 INCH BALL INSERT WITH 7-WAY PLUG.
3. OVERHEAD MATERIAL RACK OVER CAB PAINTED BLACK.
4. SERVICE BODY INSTALLED ON TRUCK PAINTED WHITE TO MATCH.
5. TRUCKS ARE CHEVROLET 1 TON CHASSIS & CAB WITH A 60 CA.

STAHL 110VVD SERVICE BODY

TOTAL BID PRICE \$7100

IS A RUGGED, HEAVILY VERSATILE TOOL BOX FOR 1 TON CHASSIS & CAB CHEVROLET TRUCK WHICH INCLUDES FULL-HEIGHT, COLLAPSE COMPARTMENTS OVER, FULLY CONCEALED DOOR HINGLES AND HIDDEN DROP-RAILS. CONSTRUCTED OF HEAVY GAUGE POWDERED COATED GALVANNEAL STEEL, A MINIMUM 44 CU FT. OF SECURE, SEALED STORAGE SPACE

ĐƠN ĐỀ NGHỊ XÉT, CHẤM ĐÁNH VÀ
ĐÁNH GIÁ KẾT QUẢ CÔNG VIỆC
CỦA CÔNG VIÊN TRONG NĂM 2016

05/27/2015	15:01	6012960323
05/02/2015	15:06	6012960323

~~BIG 10 HATISBURG~~
BIG 10 HATISBURG

PAGE 01/01
PAGE 01/01

1/ 1

;6013527643

16015456661

05-26-16;15:54 ;BUCK Sullivan

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 5/02/16
Order Number . . . 2397 OQ

BUCK SULLIVAN REPAIR SHOP
BUCK SULLIVAN INC
1022 UNIVERSITY BLVD
JACKSON MS 39204

Mail To. . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Albert Conerly

SIGNATURE Albert Conerly DATE 5/26/16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: SERVICE BODY FOR WATER TRANS.

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
SERVICE BODY	05/02/16	1.00	EA	\$7,495.00	\$7,495.00	6 weeks	Sept. 30, 2016
SPECIFICATIONS FOR SERVICE BODY FOR WATER TRANSMISSION:							As per date of order
1. KNAPEIDE 6108DJ SERVICE BODY, STAHL 110VVD SERVICE BODY, OR EQUIVALENT.							
2. HEAVY DUTY RECEIVER HITCH WITH 12,000 POUND COMBINATION PINTLE HITCH AND 2 INCH BALL INSERT WITH 7-WAY PLUG.							
3. OVERHEAD MATERIAL RACK OVER CAB PAINTED BLACK.							
4. SERVICE BODY INSTALLED ON TRUCK PAINTED WHITE TO MATCH.							
5. TRUCKS ARE CHEVROLET 1 TON CHASSIS & CAB WITH A 60 CA.							

TOTAL BID PRICE \$7,495.00

00-2397

Specifications for Service body for water transmission

1. Knaphaide 6108DJ service body ,Stahl 110VVD service body or equivalent
2. Heavy Duty Receiver Hitch with 12,000 pound combination pintle hitch and 2 inch ball insert with 7-way plug
3. Overhead material rack over cab painted black
4. Service Body installed on Truck painted white to match
5. Trucks are Chevrolet 1 ton Chassis & cab with a 60 CA

Quantity: 1

Vendors : Buck Sullivan
Jackson Ms.



Big 10 Tire pros
6895 Hwy 49
Hattiesburg Ms
601 296-0322
ATTN: Bobby Klien

009677.7450

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date - 06/02/16
PO No. - 161647
Req No. - 2396

POINT OF CONTACT:

VENDOR MAILING:
UNITED FENCE COMPANY
255 MCLEOD ST
HATTIESBURG MS 39401-3816

BOURNE, DEBORAH
MINUTE BOOK # PENDING
VENDOR # 00013161

(601) 5454661

SHIP TO :
CITY OF HATTIESBURG
HIGHLAND CEMETERY
3401 W 7TH STREET
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: FENCE AT OAKLAWN CEMETERY ALONG GREEN STREET

SEND METHOD 1 (601)5820404

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001553.7212	REPLACE FENCE FROM A POINT AT HARDY STREET TO A POINT AT THE PARKING LOT AT THE VFW BUILDING, REPLACE FENCE AT OAKLAWN CEMETERY ALONG GREEN STREET. REMOVE & DISPOSE OF EXISTING RAILING ALONG GREEN STREET FURNISH & INSTALL NEW FENCING-635 FEET IN LENGTH. FENCING MATERIAL WILL BE 48" HIGH ALUMI-GARD ALUMINUM FENCE GRADE INDUSTRIAL (1" X 1" PICKET) POST-2 1/2"X 2 1/2"X.075 W/ PYRAMID CAPS COLOR-FLORIDA BRONZE	1.00	EA	14,697.0000	14,697.00



TOTAL CONTRACT AMOUNT NOT TO EXCEED

14,697.00

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

KERMAS EATON
CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. . . . 1
Date - . . . 5/17/16
Order Number . . . 2396 0QUNITED FENCE COMPANY
255 MCLEOD ST
HATTIESBURG MS 39401-3816Mail To. . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

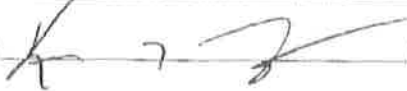
161647

PRINTED NAME

Kevin L. Fant

Phone Number . . 601 5454512

SIGNATURE



DATE 5/19/2016

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: FENCE AT OAKLAWN CEMETERY ALONG GREEN STREET

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
REPLACE FENCE FROM A POINT AT HARDY STREET TO A POINT AT THE PARKING LOT AT THE VFW BUILDING. REPLACE FENCE AT OAKLAWN CEMETERY ALONG GREEN STREET. REMOVE & DISPOSE OF EXISTING RAILING ALONG GREEN STREET FURNISH & INSTALL NEW FENCING-635 FEET IN LENGTH. FENCING MATERIAL WILL BE 48" HIGH ALUMI-GARD ALUMINUM FENCE GRADE INDUSTRIAL (1" X 1" PICKET) POST-2 1/2" X 2 1/2" X .075 W/ PYRAMID CAPS COLOR-FLORIDA BRONZE	04/28/16	1.00	EA	14,697.00	14,697.00	6/30/16	7/15/16

TOTAL BID PRICE \$ 14,697.00

Andy Parker

43030

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No.
Date - 5/31/16
Order Number . . . 2396 OQ

PALMER FENCE CO
108 W 7TH AVE
PETAL MS 39465

Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME PALMER Fence

Phone Number . . 601 5454512

SIGNATURE Jim Palmer DATE 6-2-16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: FENCE AT OAKLAWN CEMETERY ALONG GREEN STREET

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
REPLACE FENCE FROM A POINT AT HARDY STREET TO A POINT AT THE PARKING LOT AT THE VFW BUILDING, REPLACE FENCE AT OAKLAWN CEMETERY ALONG GREEN STREET. REMOVE & DISPOSE OF EXISTING RAILING ALONG GREEN STREET FURNISH & INSTALL NEW FENCING-635 FEET IN LENGTH. FENCING MATERIAL WILL BE 48" HIGH ALUMI-GARD ALUMINUM FENCE GRADE INDUSTRIAL (1" X 1" PICKET) POST-2 1/2"X 2 1/2"X.075 W/ PYRAMID CAPS COLOR-FLORIDA BRONZE	04/28/16	1.00	EA				

TOTAL BID PRICE 15,785.⁰⁰

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date 06/07/16
PO No. 161759
Req No. 2379

POINT OF CONTACT:

VENDOR MAILING:
CHAIN ELECTRIC COMPANY
PO BOX 2058
HATTIESBURG MS 39403-2058

WAGGONER, ROBIN
MINUTE BOOK # PENDING
VENDOR # 00015051

(601) 5454630

SHIP TO :
CITY OF HATTIESBURG
WATER PLANT #2
900 JAMES STREET
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: GENERATOR AT BURKETT LIFT STATION

SEND METHOD 1 (601)5848320

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
009673.6383	GENERATOR SPECIFICATIONS FOR GENERATOR AT BURKETT LIFT STATION: --GENERATOR SHALL BE 125 KW / RATED @ 480 VOLT 3 PHASE 60 HERTZ --ENGINE WILL BE A CUMMINS OR PERKINS DIESEL --ALTERNATOR SHALL BE MANUFACTURED BY STAMFORD OR MARATHON --GENERATOR SHOULD INCLUDE INTERFACE TO CONNECT TO ASCO 4000 SERIES AUTOMATIC TRANSFER SWITCH --GENERATOR WILL HAVE A DAY TANK WITH A CAPACITY CAPABLE OF RUNNING THE GENERATOR FOR 24 HOURS --GENERATOR WILL BE MOUNTED OUTSIDE OF BUILDING REQUIRING BIDDER TO POUR A SLAB AND ADDITIONAL CONDUIT AND WIRING FOR A COMPLETE OPERATIONAL SYSTEM --BIDDER WILL REMOVE OLD GENERATOR FROM BUILDING --BUILDING WILL BE AVAILABLE FOR VIEWING UPON REQUEST	1.00	EA	43,820.0000	43,820.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

43,820.00

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

KERMAS EATON
CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 5/16/16
Order Number 2379 00CHAIN ELECTRIC COMPANY
PO BOX 2058
HATTIESBURG MS 39403-2058Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PO 161759

Buyer Name . . . BEECH, JANET
Phone Number . . 601 5454541PRINTED NAME Harvey SimmonsSIGNATURE Harvey Simmons DATE 5-18-16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: GENERATOR AT BURKETT LIFT STATION

ITEM DESCRIPTION	Request Date	QTY	UNIT	Unit Price	Extended Cost	Delivery Date	Expired Date
GENERATOR SPECIFICATIONS FOR GENERATOR AT BURKETT LIFT STATION: - GENERATOR SHALL BE 125 KW / RATED @ 480 VOLT 3 PHASE 60 HERTZ - ENGINE WILL BE A CUMMINS OR PERKINS DIESEL - ALTERNATOR SHALL BE MANUFACTURED BY STAMFORD OR MARATHON - GENERATOR SHOULD INCLUDE INTERFACE TO CONNECT TO ASCO 4000 SERIES AUTOMATIC TRANSFER SWITCH - GENERATOR WILL HAVE A DAY TANK WITH A CAPACITY CAPABLE OF RUNNING THE GENERATOR FOR 24 HOURS - GENERATOR WILL BE MOUNTED OUTSIDE OF BUILDING REQUIRING BIDDER TO POUR A SLAB AND ADDITIONAL CONDUIT AND WIRING FOR A COMPLETE OPERATIONAL SYSTEM - BIDDER WILL REMOVE OLD GENERATOR FROM BUILDING - BUILDING WILL BE AVAILABLE FOR VIEWING UPON REQUEST	05/01/16 5/20/16	1.00	EA	<u>\$43,820.00</u>	<u>\$43,820.00</u>	8-12-16	7-1-15


TOTAL BID PRICE \$43,820.00

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 5/16/16
Order Number 2379 OQPOWER PRO TECH SERVICES I
377 MAITLAND AVE
SUITE 1010
ALTAMONTE SPRINGS FL 3270Mail To. . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401Buyer Name . . . BEECH, JANET
Phone Number . . 601 5454541PRINTED NAME: Bobby McDonaldSIGNATURE Bobby McDonald DATE 6/3/16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: GENERATOR AT BURKETT LIFT STATION

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
GENERATOR	04/01/16	1.00	EA	46,500.00	46,500.00	10 WEEKARD	60 day
SPECIFICATIONS FOR GENERATOR AT BURKETT LIFT STATION:							
--GENERATOR SHALL BE 125 KW / RATED @ 480 VOLT 3 PHASE							
60 HERTZ							
--ENGINE WILL BE A CUMMINS OR PERKINS DIESEL							
--ALTERNATOR SHALL BE MANUFACTURED BY STAMFORD OR MARATHON							
--GENERATOR SHOULD INCLUDE INTERFACE TO CONNECT TO ASCO 4000							
SERIES AUTOMATIC TRANSFER SWITCH							
--GENERATOR WILL HAVE A DAY TANK WITH A CAPACITY CAPABLE OF							
RUNNING THE GENERATOR FOR 24 HOURS							
--GENERATOR WILL BE MOUNTED OUTSIDE OF BUILDING REQUIRING							
BIDDER TO POUR A SLAB AND ADDITIONAL CONDUIT AND WIRING							
FOR A COMPLETE OPERATIONAL SYSTEM							
--BIDDER WILL REMOVE OLD GENERATOR FROM BUILDING							
--BUILDING WILL BE AVAILABLE FOR VIEWING UPON REQUEST							

TOTAL BID PRICE 46,500.00

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date - 06/09/16

POINT OF CONTACT:

PO No. - 161846
Req No. - 2423

VENDOR MAILING:
C D W GOVERNMENT
120 S RIVERSIDE
CHICAGO IL 60606-3913

MCGINTY, DESTINY
MINUTE BOOK # PENDING
VENDOR # 90078126

(601) 5454904

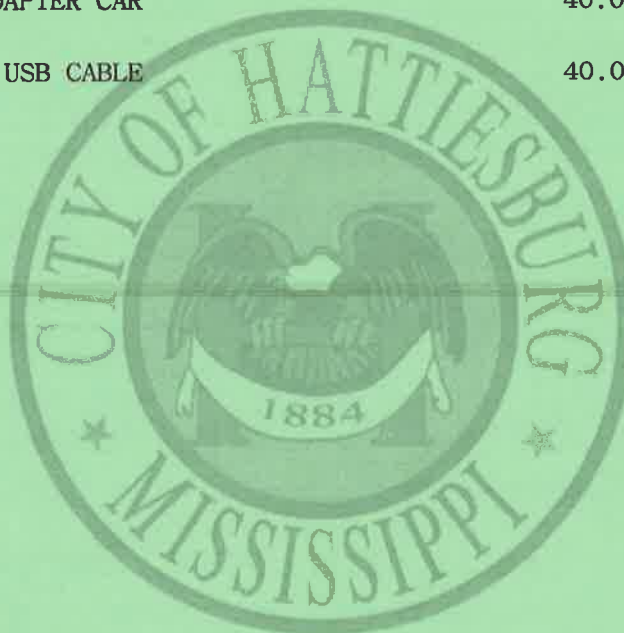
SHIP TO :
CITY OF HATTIESBURG
POLICE DEPT SUPPLY-DESTINY MCGINTY
#1 GOVERNMENT PLAZA - 2ND FLOOR
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: PRINTERS AND BATTERIES FOR VEHICLES

SEND METHOD 0 ()

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001100.7400	BROTHER POCKET JET 6 PLUS PJ623 MONOCHROME DIRECT THERMAL MOBILE PRINTER	28.00	EA	293.7500	8,225.00
001100.7400	BROTHER PA-BT500 PRINTER BATTERY	30.00	EA	94.6500	2,839.50
001100.7400	POWER ADAPTER CAR PART# LB3691	40.00	EA	17.5400	701.60
001100.7400	BROTHER USB CABLE 4 FT PART# LB3601	40.00	EA	4.5500	182.00



TOTAL CONTRACT AMOUNT NOT TO EXCEED

11,948.10

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

KERMAS EATON
CITY CLERK

PO 161846

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 6/06/16
Order Number 2423 OQ

C D W GOVERNMENT
120 S RIVERSIDE
CHICAGO IL 60606-3913

Mail To

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME *Adam Prather*
SI *Adam Prather* Date *6-6-2016*

Phone Number . . 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: PRINTERS AND BATTERIES FOR VEHICLES

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
BROTHER POCKET JET 7 PLUS PJ723 MONOCHROME DIRECT THERMAL MOBILE PRINTER	06/03/16	28.00	EA	\$293.75	\$2,385.00	ASAP	NA
BROTHER BT002 PA-BT002 PRINTER BATTERY	06/03/16	30.00	EA	\$94.65	\$2,839.50	ASAP	NA
POWER ADAPTER CAR PART# LB3691	06/03/16	40.00	EA	\$17.54	\$701.60	ASAP	NA
BROTHER USB CABLE 4 FT PART# LB3601	06/03/16	40.00	EA	\$4.55	\$182.00	ASAP	NA

TOTAL BID PRI

\$11,948.10

dy/A

JB 6/6/16

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 6/06/16
Order Number 2423 00HOWARD COMPUTERS INC
PO BOX 1588
LAUREL MS 39441-1588Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME

Jessica Hayes

SIGNATURE

Jessica Hayes

DATE 6/7/16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: PRINTERS AND BATTERIES FOR VEHICLES

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
BROTHER POCKET JET 6 PLUS PJ623 MONOCHROME DIRECT THERMAL MOBILE PRINTER	06/03/16	28.00	EA	\$ 316. ⁰⁰	\$ 8848. ⁰⁰	7-10 days	7/6/16
BROTHER PA-BT500 PRINTER BATTERY	06/03/16	30.00	EA	\$ 33. ⁰⁰	\$ 990. ⁰⁰	7-10 days	7/6/16
POWER ADAPTER CAR PART# LB3691	06/03/16	40.00	EA	\$ 20. ⁰⁰	\$ 800. ⁰⁰	7-10 days	7/6/16
BROTHER USB CABLE 4 FT PART# LB3601	06/03/16	40.00	EA	\$ 5. ⁰⁰	\$ 200. ⁰⁰	7-10 days	7/6/16

TOTAL BID PRICE 10,838.⁰⁰

iparker6/1/2016

06/06/2016 MON 9:52 FAX 6015456661 Hattiesburg Purchasing

0003/003

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date 06/14/16
POINT OF CONTACT:
PO No. 162036
Req No. 2425

VENDOR MAILING:
SANSOM EQUIPMENT CO
PO BOX 360041
BIRMINGHAM AL 35236

WILLIAMS, TERESA
MINUTE BOOK # PENDING
VENDOR # 00012676

(601) 5454626

SHIP TO :
CITY OF HATTIESBURG
PUBLIC WORKS DEPT
1202 JAMES STREET
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: 2009 STERLING WITH 2010 VACTOR RAMJET

SEND METHOD 1 (251)6313768

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001201.7399	2009 STERLING WITH 2010 VACTOR RAMJET-CHASSIS YEAR AND MODEL: 2009 STERLING L7501 HOURS MILEAGE: NO MORE THAN 70,000 ENGINE MAKE AND MODEL: CUMMINS ISC-330 330 HP @ 200RPM, 2200 GOV, 1000 LB/FT @ 1400RPM ADDITIONAL INFORMATION MODEL P6515 JETTER PTO UNSHROUDED, AIR COMPRESSOR, VANAIR 185 CFM, HOSE REEL, HANNAY, HYD DRIVE, SLIDING TELE/ROT HOSE REEL 1000' D6520 TRIPLEX WATER PUMP, 60@ 2000 PSI SYSTEM MD/TRANS, 2 1/2"X 25 FILL HOSE WITH AIR GAP, #304 STAINLESS TANK WITH BAFFLES, WATER RELIEF VALVE, AUTO REWIND GUIDE, HANDGUN WITH 35' HOSE TACH WITH HOURMETER, WATER PRESSURE GAUGE, LOW WATER WARNING LIGHT, ONE TOOL BOX ALUMINUM, HYDRAULIC OIL SIGHT, GAUGE, ELECTRIC BACK UP ALARM, 3" Y STRAINER AT PUMP WITH 3" DRAIN HOSE FOOTAGE COUNTERM 600' X 1" RODDER HOSE DELIVER BY 30 DAYS	1.00	EA	49,750.0000	49,750.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

49,750.00

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

KERMAS EATON
CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 6/13/16
Order Number 2425 QQSANSOM EQUIPMENT CO
PO BOX 360041
BIRMINGHAM AL 35236Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PO 162036

Phone Number . . 601 5454512

PRINTED NAME Josh StringerSIGNATURE [Signature] DATE 6-14-16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: 2009 STERLING WITH 2010 VACTOR RAMJET

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
2009 STERLING WITH 2010 VACTOR RAMJET-CHASSIS YEAR AND MODEL: 2009 STERLING L7501 HOURS MILEAGE: NO MORE THAN 70,000 ENGINE MAKE AND MODEL: CUMMINS ISC-330 330 HP @ 200RPM, 2200 GCV, 1000 LB/FT @ 1400RPM ADDITIONAL INFORMATION MODEL P6515 JETTER PTO UNSHROUDED, AIR COMPRESSOR, VANAIR 185 CFM, HOSE REEL, HANNAY, HYD DRIVE, SLIDING TELE/ROT HOSE REEL 1000' D6520 TRIPLEX WATER PUMP, 600 2000 PSI SYSTEM MD/TRANS, 2 1/2" X 25 FILL HOSE WITH AIR GAP, #304 STAINLESS TANK WITH BAFLES, WATER RELIEF VALVE, AUTO REWIND GUIDE, HANDGUN WITH 35' HOSE TACH WITH HOURMETER, WATER PRESSURE GAUGE, LOW WATER WARNING LIGHT, ONE TOOL BOX ALUMINUM, HYDRAULIC OIL SIGHT, GAUGE, ELECTRIC BACK UP ALARM, 3" Y STRAINER AT PUMP WITH 3" DRAIN HOSE FOOTAGE COUNTERM 600' X 1" RODDER HOSE DELIVER BY 30 DAYS	06/13/16	1.00	EA	49,750.00	49,750.00	Immediate	8-14-16

TOTAL BID PRICE \$49,750.00[Signature]

6/14/16

Received 6/14/16

06/13/2016 MON 16:55 FAX 6015456661 Hattiesburg purchasing

2003/003

1/1

06-14-2016

08:16:36

2516313768

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date 06/17/16

POINT OF CONTACT:

PO No. 162137
Req No. 2426

VENDOR MAILING:
MARION HUBBARD
DBA AMERICAN PRINTING & OFFICE SPLY SYS
6186 US HIGHWAY 49 N
HATTIESBURG MS 39401-5905

MCGINTY, DESTINY
MINUTE BOOK # PENDING
VENDOR # 00065425

(601) 5454904

SHIP TO :
CITY OF HATTIESBURG
NOT APPLICABLE

PROCESSING CODE:

PROJECT LINE: STRIPE AND LETTER 10 NEW POLICE CARS

SEND METHOD 0 ()

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001100.7400	STRIPE LETTER 2016 DODGE POLICE CARS	10.00	EA	695.0000	6,950.00



TOTAL CONTRACT AMOUNT NOT TO EXCEED

6,950.00

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

KERMAS EATON
CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 6/13/16
Order Number 2426 QQMARION HUBBARD
DBA AMERICAN PRINTING & O
6186 US HIGHWAY 49 N
HATTIESBURG MS 39401-5905Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Total P.001

PRINTED NAME American Signs 601-544-7723
544-7714

Phone Number . . 601 5454512

SIGNATURE Mary Hubbard DATE 6-16-16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: STRIPE AND LETTER 10 NEW POLICE CARS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
STRIPE LETTER 2016 DODGE POLICE CARS	06/13/16	10.00	EA	695.00	6,950.00	←	12-2016
					Customer's Description TOTAL BID PRICE \$6,950.00		

A-1

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 6/13/16
Order Number 2426 00SIGNS FIRST
4400 HARDY ST STE A-1
HATTIESBURG MS 39402-1309Mail To. . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Patrick SkinnerSIGNATURE DATE 6/15/16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: STRIPE AND LETTER 10 NEW POLICE CARS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
STRIPE LETTER 2016 DODGE POLICE CARS	06/13/16	10.00	EA	723.20			6/13/17

TOTAL BID PRICE \$7232.00Jun. 17. 2016 08:28 AM Sign First
06/14/2016 TUE 9:48 FAX 6015454512 Hattiesburg Purchasing

601 268 7287

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 6/13/16
Order Number 2426 OQJOSEPH WESLEY HOLIFIELD
AFFORDABLE EMERGENCY LIGH
5175 OLD HWY 42
HATTIESBURG MS 39401-6339Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Timothy JacksonSIGNATURE T Jackson DATE 6/14/16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: STRIPE AND LETTER 10 NEW POLICE CARS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
STRIPE LETTER 2016 DODGE POLICE CARS	06/13/16	10.00	EA	<u>695⁰⁰</u>	<u>6950.00</u>	<u>7/1/16</u>	<u>12/30/16</u>

TOTAL BID PRICE 6950⁰⁰

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date - 06/23/16

POINT OF CONTACT:

PO No. - 162258
Req No. - 2424

VENDOR MAILING:
CHAIN ELECTRIC COMPANY
PO BOX 2058
HATTIESBURG MS 39403-2058

WAGGONER, ROBIN
MINUTE BOOK # PENDING
VENDOR # 00015051

(601) 5454630

SHIP TO :
CITY OF HATTIESBURG
WATER PLANT #2
900 JAMES STREET
HATTIESBURG MS 39401

PROCESSING CODE:

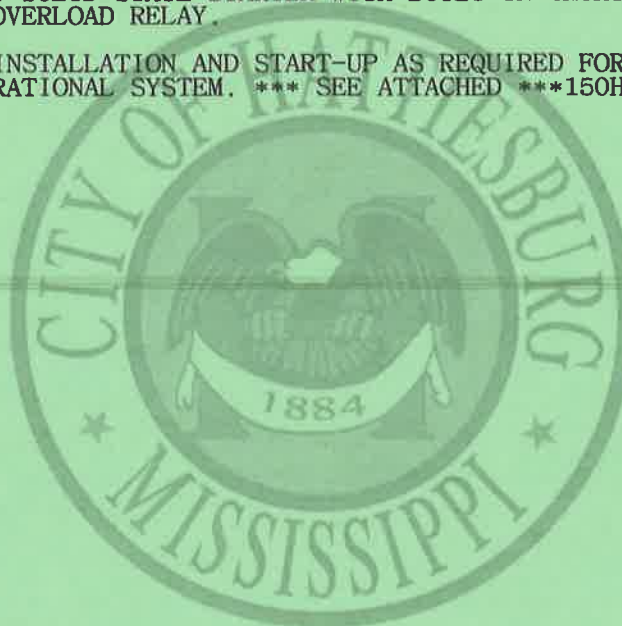
PROJECT LINE: REWORK PUMP #3 AT PLANT # 2

SEND METHOD 1 (601)5848320

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
009673.6380	REWORK PUMP3 @ WP2	1.00	EA	5,060.0000	5,060.00

SPECIFICATIONS TO RE-WORK EXISTING CONTROLS FOR H.S.PUMP 3
AT PLANT 2 :

BIDDER WILL REMOVE OLD STARTER ON HIGH SERVICE PUMP #3 AND
REPLACE WITH A NEW
ALLEN BRADLEY SOLID STATE STARTER WITH BUILT IN SHORTING
CONTACTOR & OVERLOAD RELAY.
THIS WILL
INCLUDE THE INSTALLATION AND START-UP AS REQUIRED FOR A
COMPLETE OPERATIONAL SYSTEM. *** SEE ATTACHED ***150HP MOTOR



TOTAL CONTRACT AMOUNT NOT TO EXCEED

5,060.00

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

KERMAS EATON
CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 6/14/16
Order Number 2424 00CHAIN ELECTRIC COMPANY
PO BOX 2058
HATTIESBURG MS 39403-2058545-3800
584-8320Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PO 162258

Phone Number . . 601 5454512

PRINTED NAME Harvey Simmons
SIGNATURE Harvey Simmons DATE 6-20-16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: REWORK PUMP #3 AT PLANT # 2

ITEM DESCRIPTION	Request Date	QTY	DN	Unit Price	Extended Cost	Delivery Date	Expired Date
REWORK PUMP #3 @ WP2 SPECIFICATIONS TO RE-WORK EXISTING CONTROLS FOR E.S. PUMP 3 AT PLANT 2 : BIDDER WILL REMOVE OLD STARTER ON HIGH SERVICE PUMP #3 AND REPLACE WITH A NEW ALLEN BRADLEY SOLID STATE STARTER WITH BUILT IN SHORTING CONTACTOR & OVERLOAD RELAY. THIS WILL INCLUDE THE INSTALLATION AND START-UP AS REQUIRED FOR A COMPLETE OPERATIONAL SYSTEM. *** SEE ATTACHED ***150HP MOTOR	06/13/16	1.00	EA	\$5,060.00	\$5,060.00	7-18-16	7-31-16

TOTAL BID PRICE \$5,060.00Chad Z
6/23/2016
009673, 6380

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 6/14/16
Order Number 2424 OQCONTROL SYSTEMS INC
PO BOX 4852
JACKSON MS 39296-4852Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME

Richard Sparks, Jr.

SIGNATURE

Richard Sparks, Jr.

DATE

6.15.16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: REWORK PUMP #3 AT PLANT # 2

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
REWORK PUMP3 @ WP2 SPECIFICATIONS TO RE-WORK EXISTING CONTROLS FOR H.S. PUMP 3 AT PLANT 2 : BIDDER WILL REMOVE OLD STARTER ON HIGH SERVICE PUMP #3 AND REPLACE WITH A NEW ALLEN BRADLEY SOLID STATE STARTER WITH BUILT IN SHORTING CONTACTOR & OVERLOAD RELAY. THIS WILL INCLUDE THE INSTALLATION AND START-UP AS REQUIRED FOR A COMPLETE OPERATIONAL SYSTEM. *** SEE ATTACHED ***150HP MOTOR	06/13/16	1.00	EA	<i>\$6,605⁰⁰</i>	<i>\$6,605⁰⁰</i>	<i>2 wks AEO</i>	<i>30 days</i>

TOTAL BID PRICE

\$6,605⁰⁰

06/14/2016 TUE 14:04 FAX 6015456661 Hattiesburg Purchasing

0003/004

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date 06/27/16

POINT OF CONTACT:

PO No. - 162343
Req No. - 2432

VENDOR MAILING:
BILLY INGRAM CONSTRUCTION
348 MILITARY ROAD
SUMRALL MS 39482

BEECH, JANET
MINUTE BOOK # PENDING
VENDOR # 00103836

(601) 5454511

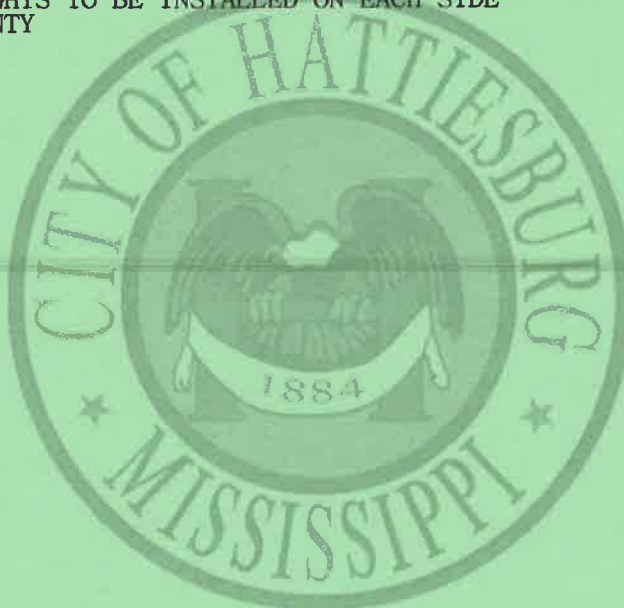
SHIP TO :
CITY OF HATTIESBURG
TRAFFIC
125 WALNUT ST
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: BOBBY CHAIN AIRPORT ROOFING HANGAR 2

SEND METHOD 1 ()

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001551.6399	HANGAR 2 WORK FOR HANGAR #2 REMOVE ALL TIN AND STACK ON LEFT SIDE OF BUILDING REMOVE ALL INSULATION AND PUT IN NEW INSULATION INSTALL NEW TIN ROOF - 24 GAUGE PICKUP ALL LOOSE SCREWS AROUND BUILDING & GUTTER AFTER COMPLETION, WORK WILL BE INSPECTED BY RAY HICKS 4 NEW SKYHLIGHTS TO BE INSTALLED ON EACH SIDE 1 YEAR WARRANTY	1.00	EA	47,800.0000	47,800.00



TOTAL CONTRACT AMOUNT NOT TO EXCEED

47,800.00

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

KERMAS EATON
CITY CLERK

City of Hattiesburg
Traffic and Construction Department
Bobby Chain Airport/Hanger 2

General Scope:

Vendor shall provide all material, labor, and equipment to repair roofing at the Bobby Chain Airport (Hanger #2), located at 29 Academy Dr., Hattiesburg, MS 39401. Vendor is responsible for verification of all site conditions prior to bid. Vendor will be responsible for maintaining a safe and secure worksite.

Work to be done for Hanger # 2:

- Remove all tin and stack on left side of building
- Remove all insulation and put new insulation down
- Install new tin roof 24 gauge
- Pick up all loose screws around building and gutter
- After completion, work will be inspected by Ray Hicks
- 4 new skylights will be installed on each side
- 1 year warranty

43630

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 6/03/16
Order Number 2421 0Q
2432Billy Ingram Construction
348 Military Rd
Sumrall, MS 39482Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PO 162343

PRINTED NAME Billy INGRAM

Phone Number . . 601 5454512

SIGNATURE Billy Ingram DATE 6-6-16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE:

ITEM DESCRIPTION	Request Date	QTY	UNIT	Unit Price	Extended Cost	Delivery Date	Expired Date
SEE ATTACHMENT	06/02/16						
Work to be done for Hanger #2							
Remove all tin and stack on left side of building							
Remove all insulation and put in new insulation							
Install new tin roof 24 gauge							
Pickup all loose screws around building and gutter							
After completion, work will be inspected by Ray HIGGS							
4 new skylights will be installed on each side							
1 year Warranty							

TOTAL BID PRICE \$47800.00


 6/8/16

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 6/03/16
Order Number 2421 OQ
2432SPECIALITY ROOFING SERVIC
11 CLIPPER RD
HATTIESBURG MS 39402Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Steve HughesSIGNATURE Steve Hughes DATE 6-8-16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE:

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
SEE ATTACHMENT	06/02/16			<u>\$473.93</u>	<u>\$54,975.00</u>		<u>Today's</u>

TOTAL BID PRICE \$54,975.00



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1 <i>Kim Bradley</i>	Council - Ward 2 <i>Deborah Denard Delgado</i>	Council - Ward 3 <i>Carier Carroll</i>	Council - Ward 4 <i>Mary Dryden</i>	Council - Ward 5 <i>Henry Naylor</i>
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MEMORANDUM

TO: Mayor and Council

FROM: Janet Beech, Purchasing Manager

DATE: July 5, 2016

SUBJECT: Unadvertised Bid Docket Acknowledgement

Attached is the unadvertised bid docket for May 27, 2016 through June 27, 2016. A minimum of two (2) bids have been obtained for each purchase as required by Section 31-7-13 (B) of the Mississippi Code.

This UAB docket is submitted for your review, approval, and acknowledgement on the minutes of the City of Hattiesburg Council Meeting Agenda.

If there are any questions regarding this UAB docket, please feel free to contact me.

Janet Beech, CMPA
Purchasing Manager
601-545-4510



City of Hattiesburg, MS

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

Master

File Number: 2016-2765

File ID: 2016-2765

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/24/2016

Brief Title: Grave space buyback.

Final Action:

Minute Book Number: MB2016-168

Title:

Approve the City's purchase of one (1) grave space located in the South Half(S1/2) Northeast Quarter (NE1/4) Lot 104 Section 25, Highland Cemetery, recorded at MB 2001-6/199, in the amount of \$175.00 to Alice E. Bivin; authorize manual check for the same.

Notes:

Sponsors:

Enactment Date:

Attachments: Supporting Documents- Bivin

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/05/2016					

Text of Legislative File 2016-2765

Title

Approve the City's purchase of one (1) grave space located in the South Half(S1/2) Northeast Quarter (NE1/4) Lot 104 Section 25, Highland Cemetery, recorded at MB 2001-6/199, in the amount of \$175.00 to Alice E. Bivin; authorize manual check for the same.

Summary

Grave space buyback.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Turned in 6/14/16
DB

Date: June 14, 2016

To whom it may concern:

I, Alice E. Bivin am requesting to sell back (1) grave space

(s) located at Highland Cemetery, in Section 25, Lot 104 to the City of Hattiesburg, which was
South Half (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$)

purchased on November 02, 2001 at the price of \$ 175.00 per grave space.

Sincerely,

Alice E. Bivin

OK
D. Brune

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss.,

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

$\frac{1}{2}$ Lot No.

Section No.

in

Cemetery.

Number of grave spaces

Price per grave space \$

Price Received \$

CITY OF HATTIESBURG, MISSISSIPPI

10-99-500-Gelger

By

Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

MB 2001-6/199

**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 Alice E. Bivin, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½)

of the

Northeast Quarter (NE¼)

Lot Number: 104

Section Number: 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 4th day of December, 2001.

ATTEST:

Eddie R. Myers
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPree
MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, 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 4th day of December, 2001.

My Commission Expires:

My Commission Expires Sept. 24, 2003

Bethy B. Mott
NOTARY PUBLIC



City of Hattiesburg, MS

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

Master

File Number: 2016-2771

File ID: 2016-2771

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/30/2016

Brief Title: Sale of grave spaces.

Final Action:

Minute Book Number: MB2016-168

Title:

Approve the sale of grave spaces, per attached memo.

Notes:

Sponsors:

Enactment Date:

Attachments: Cemetery Deeds III (June 2016), Cemetery Deed Receipts (June 2016), executed Cemetery Deeds III (June 2016)

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/05/2016					

Text of Legislative File 2016-2771

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
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 William L. Page, Jr. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 26

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 5th day of July, 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 5th day of July, 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 Gladys Dantzler, 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 Number : 61

Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of July, 2016.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kernas Eaton Mayor and 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 5th day of July, 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 Nikiesha Manzie Anderson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E ½) of the Northeast Quarter (NE ¼)

Lot Number : 81

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 5th day of July, 2016.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

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 5th day of July, 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 William L. Page, 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 1/2) of the Southwest Quarter (SW 1/4)

Lot 26

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 5th day of July, 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 5th day of July, 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 Albert Dawkins subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E 1/2) of the Northwest Quarter (NW 1/4)

Lot 93

Section 29

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 5th day of July, 2016.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of July, 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 Wyzetta 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:

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 27

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 5th day of July, 2016.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of July, 2016.

My Commission Expires:

NOTARY PUBLIC

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., June 27 20 16

SOLD TO:

Mr. Mrs. Miss Albert Dawkins

ADDRESS 702 E. 2nd Street Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 NW 1/4 Lot No. 93 Section No. 29 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By LaDoye Buggie
Supt. of City Cemeteries

Mail to:

Jacqueline H. Dedcaux
18326 Robin Wood East DR.
Saucier, MS. 39574

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06-23- 20 16

SOLD TO:

Mr. Mrs. Miss Wyze Ha Hasey

ADDRESS 622 New Orleans St Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 27 Section No. 33 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

ck # 1149

(Jacqueline Dedcaux)

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Baurne
Supt. of City Cemeteries

Mail to:

71 Jack Halston Rd
Lumberton, MS. 39455

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06-15- 20 16

SOLD TO:

Mr. Mrs. Miss William L. Page, JR

ADDRESS 805 Hardy St. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 26 Section No. 33 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Baurne

Mail to:

71 Jack Holston Rd

Lumberton, MS. 39455

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 06-15- 20 16

SOLD TO:

Mr., Mrs. Miss William L. Page JR

ADDRESS 805 Hardy St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 26 Section No. 33 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Brune
Supt. of City Cemeteries

cash

Mail to: Tanya Cole

168 Sonnett Circle

Madison, MS. 39110

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 06-17- 20 16

SOLD TO:

Mr., Mrs. Miss Gladys Dantzler

ADDRESS 168 Sonnett Cir 459 Monroe St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 61 Section No. 2 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Brune
Supt. of City Cemeteries

cl# 688

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 6-21 20 16

SOLD TO:

Mr., Mrs. Miss Nikiesha Manzie Anderson

ADDRESS 412 Lakewood Lp. Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 NE 1/4 Lot No. 81 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 John H. Williams

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 William L. Page, Jr. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 26

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 5th day of July, 2016.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

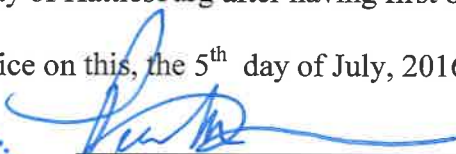
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered 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 5th day of July, 2016.

My Commission Expires:

11-6-16




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
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 Gladys Dantzler, 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 Number : 61

Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

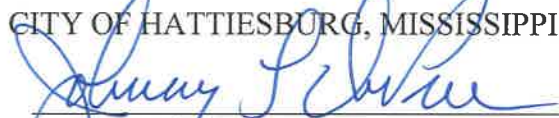
SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of July, 2016.

ATTEST:


CITY CLERK
(S E A L)

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

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 5th day of July, 2016.

My Commission Expires:

11-6-16


NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
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 Nikiesha Manzie Anderson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E ½) of the Northeast Quarter (NE ¼)

Lot Number : 81

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).

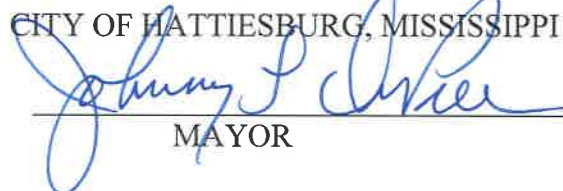
SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and 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 5th day of July, 2016.

ATTEST:


CITY CLERK
(S E A L)

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

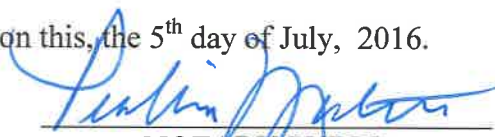
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

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 5th day of July, 2016.

My Commission Expires:

11-6-16


NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto William L. Page, 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 26

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 5th day of July, 2016.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

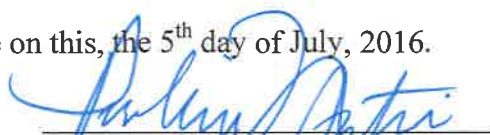
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered 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 5th day of July, 2016.

My Commission Expires:

11-6-16




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Albert Dawkins subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E ½) of the Northwest Quarter (NW ¼)

Lot 93

Section 29

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 5th day of July, 2016.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

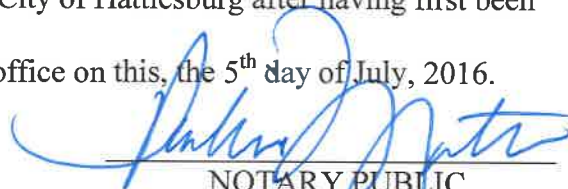
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of July, 2016.

My Commission Expires:

11-6-16




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Wyzetta 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:

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 27

Section 33

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

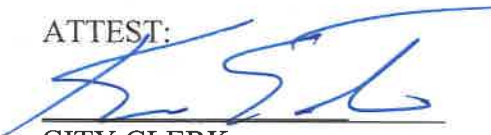
One (1) Grave space (s).

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 5th day of July, 2016.

ATTEST:


CITY CLERK


CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

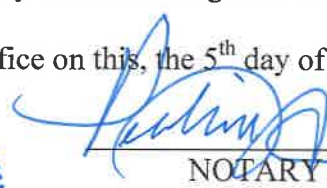
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered 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 5th day of July, 2016.

My Commission Expires:

11-6-16




NOTARY PUBLIC



City of Hattiesburg, MS

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

Master

File Number: 2016-2764

File ID: 2016-2764

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/24/2016

Brief Title: HOME Program Payment

Final Action:

Minute Book Number: MB2016-168

Title:

Approve and authorize issuance of manual check for HOME Program Claims per attached memorandum. {Entitlement HOME}

Notes:

Sponsors:

Enactment Date:

Attachments: HOME Program Payment Request July 7, 2016

Enactment Number:

Contact:

Meeting Date: 07/05/2016

Drafter: Clarence P. Williams

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/05/2016					

Text of Legislative File 2016-2764

Title

Approve and authorize issuance of manual check for HOME Program Claims per attached memorandum. {Entitlement HOME}

Summary

HOME Program Payment

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: La'Keylah White
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual check HOME Program claims

DATE: July 5, 2016

Recipient:	Bradley Home Improvement
Activity:	Residential Rehabilitation
Program:	HOME
Project Site:	408 Killingsworth Drive
Amount Requested:	\$6,647.50
Purpose of Request:	Payment Request #2
Work Provided by:	Bradley Home Improvement

Recipient:	Bradley Home Improvement
Activity:	Residential Rehabilitation
Program:	HOME
Project Site:	408 Killingsworth Drive
Amount Requested:	\$12,170.00
Purpose of Request:	Payment Request #3
Work Provided by:	Bradley Home Improvement

**BRADLEY HOME IMPROVEMENT
4117 HWY 26 WEST
LUCEDALE, MS 39452
(601)947-0604**

INVOICE

**Herman Jackson
408 Killingsworth Dr.
Hattiesburg, MS**

- 1. The installation of two (2) New Heater Vent, Fan, Light
Total \$475.00**
- 2. The installation of New Outlets
Total \$800.00**
- 3. Removal of All Original Electrical Equipment cut holes
Total \$500.00**
- 4. The Repairing of holes
Total \$300.00**
- 5. The Installation of New Pressure Water Lines
Total \$1,000.00**
- 6. The Replacing of the Ceiling and Top Border
\$750.00**
- 7. Remove and Replace Deteriorated Flooring Master Bedroom
Total \$412.50**
- 8. Remove and Replace Water Damage Ceiling Master Bedroom
Total \$350.00**
- 9. Remove and Replace Water Damage Paneling in Living Room
Total \$380.00**
- 10. Repairing Deteriorated Subfloor and Repairing Joist
Total \$580.00**
- 11. Jack under Fireplace to Level Floor
Total \$650.00**
- 12. Replace Deteriorated Drain under the Tub
Total \$450.00**

Grand Total \$6,647.50


Contractor
06/07/16
Date



Bradley Home Improvement

4117 Hwy 26 West

Lucedale, MS 39452

INVOICE

City of Hattiesburg

MS Community Development

- 1. The Installation of New Interior Light Fixtures. \$1,400.00**
- 2. The Installation of New ADA Toilets. \$375.00**
- 3. The Removal and Replacing of Bathtub Faucet and Showerheads. \$525.00**
- 4. Painting Interior. \$2,300.00**
- 5. The Installation of Vinyl Sheet Flooring. \$5,760.00**
- 6. The Installation of New Tub Surround. \$575.00**
- 7. The Installation of New Ext. Light Fixtures. \$350.00**
- 8. Installation of Smoke Detectors \$365.00**
- 9. Installation of Gang Switches. \$520.00**

Total Cost: \$12,170.00

Billy J. Bradley

Contractor

06/23/16

Date

R. H. J.



City of Hattiesburg, MS

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

Master

File Number: 2016-2768

File ID: 2016-2768

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/27/2016

Brief Title: CDBG Program Payments

Final Action:

Minute Book Number: MB2016-168

Title:

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

Notes:

Sponsors:

Enactment Date:

Attachments: MEMORANDUM for CDBG Payments July 5, 2016

Enactment Number:

Contact:

Meeting Date: 07/05/2016

Drafter: Clarence P. Williams

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/05/2016					

Text of Legislative File 2016-2768

Title

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

Summary

CDBG Program Claims

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: La'Keylah White
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual check CDBG Program claims

DATE: July 5, 2016

Recipient:	Hollimon Construction
Activity:	Residential Rehabilitation
Program:	CDBG
Project Site:	308 Kimball Avenue
Amount Requested:	\$10,000.00
Purpose of Request:	Payment Request #3
Work Provided by:	Hollimon Construction

Recipient:	Hollimon Construction
Activity:	Residential Rehabilitation
Program:	CDBG
Project Site:	308 Kimball Avenue
Amount Requested:	\$2,360.00
Purpose of Request:	Payment Request #4
Work Provided by:	Hollimon Construction

Hollimon Construction

Curtis Hollimon
145 Hinton Drive
Hattiesburg, MS 39401
601.270.3164

Quishanda Lee
308 Kimball Ave
Hattiesburg, MS 39401

- Installed new tub and surroundings
 - Installed new faucets
 - All plumbing roughened
- All ceiling fans and lights installed
 - All plugs installed

Material & Labor: \$10,000.00

Thank-You!



06-27-16A07:10 RCVD

Hollimon Construction

Curtis Hollimon
145 Hinton Drive
Hattiesburg, MS 39401
601.270.3164

Quishanda Lee
308 Kimball Ave
Hattiesburg, MS 39401

- Remove all old flooring
- Install new carpet in 3 bedrooms
- Install lanolin in the kitchen
- Install new laminate in living and dining room

Material & Labor: \$2,360.00

Curtis Hollimon

06-27-16A07:10 RCVD

Roller



City of Hattiesburg, MS

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

Master

File Number: 2016-2763

File ID: 2016-2763

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/24/2016

Brief Title: Claims Docket.

Final Action:

Minute Book Number: MB2016-168

Title:

Approve claims docket for the period ending June 30, 2016.

Notes:

Sponsors:

Enactment Date:

Attachments: DOCKET 16.06-30

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/05/2016					

Text of Legislative File 2016-2763

Title

Approve claims docket for the period ending June 30, 2016.

Summary

Claims Docket.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Date - 06/29/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 AAMCO TRANS/AUTOMOTIVE S	133142	00162127	15005905	REPRS U#17017 STREET	06/30/16	251813	616.05-
AAMCO TRANS/AUTOMOTIVE S							
Sum							616.05-
00001 AARON OIL COMPANY INC	87426-V	00162389	15005917	WASTE OIL REMOVAL	06/30/16	251814	82.50-
AARON OIL COMPANY INC							
Sum							82.50-
00001 ADVANCED JANITORIAL SERV	100937 CITY	00162238	15005777	SERV 6/16 CITY HALL/ENGR	06/30/16	251815	1,925.00-
00001 ADVANCED JANITORIAL SERV	100937 TRAFF	00162238	15005778	SERV 6/16 TRAFFIC	06/30/16	251815	250.00-
ADVANCED JANITORIAL SERV							
Sum							2,175.00-
00001 AIRGAS USA LLC (NORDAN S	9049796958	00162154	15005737	MEDICAL OXYGEN BOTTLE RENT	06/30/16	251817	40.45-
00001 AIRGAS USA LLC (NORDAN S	9935098496	00162154	15005738	MEDICAL OXYGEN BOTTLE RENT	06/30/16	251817	39.40-
00001 AIRGAS USA LLC (NORDAN S	9936537167	00162154	15005739	MEDICAL OXYGEN BOTTLE RENT	06/30/16	251817	40.30-
00001 AIRGAS USA LLC (NORDAN S	9933904174	00162274	15005812	WELDING SUPP SHOP	06/30/16	251817	619.74-
00001 AIRGAS USA LLC (NORDAN S	9935098496	00162274	15005813	CYL RENT SHOP	06/30/16	251817	265.40-
00001 AIRGAS USA LLC (NORDAN S	9935858488	00162274	15005814	CYL RENT FIRE DEPT	06/30/16	251817	764.93-
00001 AIRGAS USA LLC (NORDAN S	9936537167	00162274	15005815	CYL RENT SHOP/FIRE DEPT	06/30/16	251817	813.95-
00001 AIRGAS USA LLC (NORDAN S	99345999160	00162266	15005822	CYL RENT SHOP	06/30/16	251817	612.16-
AIRGAS USA LLC (NORDAN S							
Sum							3,196.33-
00001 APPLIED CONCEPTS INC	290259	00161241	15005878	RADARS FOR NEW POLICE UNITS	06/30/16	251819	24,625.00-
APPLIED CONCEPTS INC							
Sum							24,625.00-
00001 AT&T	601M26684200	00162090	15005679	INTERACT SOFTWARE SUPPORT	06/30/16	251821	6,151.00-
00001 AT&T	601M26491400	00162090	15005680	INTERACT SOFTWARE SUPPORT	06/30/16	251821	47.00-
AT&T							
Sum							6,198.00-
00001 AUTO ARMATURE SERVICE IN	04153	00160227	15005749	STARTER U#14683 LAND CODE	06/30/16	251822	109.95-
00001 AUTO ARMATURE SERVICE IN	04166	00160375	15005750	ALTERNATOR U#14409 SANIT	06/30/16	251822	239.95-
00001 AUTO ARMATURE SERVICE IN	04826	00161539	15005753	BATTERY U#18321 POLICE	06/30/16	251822	163.95-
00001 AUTO ARMATURE SERVICE IN	04857	00161588	15005754	BATTERY U#17593 POLICE	06/30/16	251822	163.95-
00001 AUTO ARMATURE SERVICE IN	05160	00162174	15005763	BATTERIES U#9781 TRAFFIC	06/30/16	251822	324.85-
AUTO ARMATURE SERVICE IN							
Sum							1,002.65-
00001 AUTOMOTIVE GLASS SPECIAL	I207364	00162041	15005736	WINDSHIELD U#20871 FIRE	06/30/16	251823	50.00-
AUTOMOTIVE GLASS SPECIAL							
Sum							50.00-

00001 BARNEY'S OF GULFPORT	21176	00161804 15005734 PRACTICE AMMO P/F ACADEMY	06/30/16	251828	534.00-

BARNEY'S OF GULFPORT					
Sum					534.00-
00001 BIG IRON DIESEL REPAIR L SO3102		00161697 15005719 REPRS U#16009/U#12956 STREET	06/30/16	251830	581.63-
00001 BIG IRON DIESEL REPAIR L SO3103		00161697 15005720 REPRS U#16009/U#12956 STREET	06/30/16	251830	1,316.18-

BIG IRON DIESEL REPAIR L					
Sum					1,897.81-
00001 BLAND, RODRICK	REG FEE 7/12	00162109 15005686 REG NECI CLASS GULFPORT	06/30/16	251831	450.00-

BLAND, RODRICK					
Sum					450.00-
00001 BODY TECH INC	2270	00161726 15005685 TOWING U#14727 POLICE	06/30/16	251832	60.00-
00001 BODY TECH INC	2218	00162060 15005701 TOWING U#18547 STREET	06/30/16	251832	140.00-

BODY TECH INC					
Sum					200.00-
00001 BRACKMAN MOWER WAREHOUSE	13895	00162074 15005711 AIR FILTERS FOR MOWERS	06/30/16	251834	42.90-
00001 BRACKMAN MOWER WAREHOUSE	13905	00162091 15005712 DAMPER ASSY FOR MOWERS	06/30/16	251834	100.00-
00001 BRACKMAN MOWER WAREHOUSE	13292	00161700 15005717 POLE SAW/TRIMMER LAKEVW RANGE	06/30/16	251834	833.96-
00001 BRACKMAN MOWER WAREHOUSE	11987	00161088 15005857 REPR PTS U#18707 STREET	06/30/16	251834	419.52-
00001 BRACKMAN MOWER WAREHOUSE	11635	00160889 15005872 REPR PTS U#19292 HEALTH	06/30/16	251834	82.09-
00001 BRACKMAN MOWER WAREHOUSE	14651	00162372 15005922 MOWER FINISHING BLADES	06/30/16	251834	120.00-

BRACKMAN MOWER WAREHOUSE					
Sum					1,598.47-
00001 BRATCHER, ANITA	TRAV ADVANCE	00162273 15005807 TRAV ADV TRANS SUMMIT JACKSON	06/30/16	251836	181.54-

BRATCHER, ANITA					
Sum					181.54-
00001 BROWN, MARGARET	REG FEE 7/12	00162113 15005687 REG NECI CLASS GULFPORT	06/30/16	251838	450.00-

BROWN, MARGARET					
Sum					450.00-
00001 CAMPBELL, ALICE (REFUND)	RESO 03 16 0	02016556 15005751 BUILDING PERMIT RFD	06/30/16	251845	69.00-

CAMPBELL, ALICE (REFUND)					
Sum					69.00-
00001 CAMPER CITY OF HATTIESBU	36486	00161934 15005708 TIRES FOR GATORS	06/30/16	251846	237.00-
00001 CAMPER CITY OF HATTIESBU	36903	00162305 15005886 REPR CLIPPER U#14808 CEMETERY	06/30/16	251846	50.00-

CAMPER CITY OF HATTIESBU					
Sum					287.00-
00001 CANON FINANCIAL SERVICES	16195256	00162147 15005677 COPIER 6/16 PURCHASING	06/30/16	251847	115.00-

CANON FINANCIAL SERVICES					
Sum					115.00-
00001 CANON SOLUTIONS AMERICA	4018470679	00162149 15005675 COPIER 3/16 PURCHASING	06/30/16	251848	26.40-
00001 CANON SOLUTIONS AMERICA	4019034722	00162149 15005676 COPIER 5/16 PURCHASING	06/30/16	251848	18.12-

[illegible]

COLLINS, JOSEPH

Sum								17.80-
00001	COMCAST CABLEVISION OF H	095776394130	00162088	15005694	CABLE 6/16 TRAFFIC DEPT	06/30/16	251860	4.46-
00001	COMCAST CABLEVISION OF H	095777456130	00162269	15005825	CABLE 5/28-6/27 PUBLIC WORKS	06/30/16	251860	13.39-
00001	COMCAST CABLEVISION OF H	095777456150	00162269	15005826	CABLE 5/28-6/27 SANIT	06/30/16	251860	36.61-

COMCAST CABLEVISION OF H

Sum								54.46-
00001	COMSOUTH	182394	00161375	15005860	RADIO BATTERY ENGR DEPT	06/30/16	251863	85.00-
00001	COMSOUTH	182996	00162303	15005862	FLEET TRACKING 7-9/16	06/30/16	251863	1,200.00-

COMSOUTH

Sum								1,285.00-
00001	CONGLOBAL INDUSTRIES	NG030139CS	00159823	15005918	STORAGE CONTAINER P/F ACADEMY	06/30/16	251864	2,265.00-

CONGLOBAL INDUSTRIES

Sum								2,265.00-
00001	COURTESY MOTORS INC	211660	00162206	15005818	REPRS U#18547 STREET	06/30/16	251866	519.94-
00001	COURTESY MOTORS INC	211966	00162261	15005906	REPRS U#18547 STREET	06/30/16	251866	1,957.59-

COURTESY MOTORS INC

Sum								2,477.53-
00001	ELDRIDGE, WANDA	DAMAGE DEP R	02016570	15005913	DAMAGE DEPOSIT REFUND	06/30/16	251879	300.00-

ELDRIDGE, WANDA

Sum								300.00-
00001	EMERGENCY EQUIPMENT PROF	420084	00162228	15005783	REPRS U#11353 FIRE DEPT	06/30/16	251881	3,795.24-

EMERGENCY EQUIPMENT PROF

Sum								3,795.24-
00001	EMPIRE TRUCK SALES (H'BU	RE006022993:	00162049	15005723	REPR PTS U#20072 SANIT	06/30/16	251882	194.57-
00001	EMPIRE TRUCK SALES (H'BU	CE006111062:	00162150	15005766	REPR PTS U#19755 SANIT	06/30/16	251882	74.83-

EMPIRE TRUCK SALES (H'BU

Sum								269.40-
00001	FAIRLEY, BILLY RAY	PO#162072 6/	00162072	15005824	BRICK REPR PINE/MOBILE/Front	06/30/16	251885	1,200.00-

FAIRLEY, BILLY RAY

Sum								1,200.00-
00001	FASTENAL COMPANY	MSHAT191193	00161912	15005704	SAFETY APPAREL CONSTR DEPT	06/30/16	251886	107.86-
00001	FASTENAL COMPANY	MSHAT191300	00162087	15005722	YELLOW CAUTION TAPE CONSTR	06/30/16	251886	38.18-
00001	FASTENAL COMPANY	MSHAT191388	00162156	15005765	DRILL BIT CONSTR DEPT	06/30/16	251886	41.94-
00001	FASTENAL COMPANY	MSHAT191421	00162186	15005817	PAPER TOWEL DISPENSER	06/30/16	251886	72.21-
00001	FASTENAL COMPANY	MSHAT191318	00162003	15005823	SAFETY VESTS PUBLIC WORKS	06/30/16	251886	599.40-

FASTENAL COMPANY

Sum								859.59-
00001	FEDERAL EXPRESS	5-449-44839	00162158	15005740	SERVS 6/10/16 ENGR DEPT	06/30/16	251888	63.66-
00001	FEDERAL EXPRESS	5-457-03063	00162334	15005885	SERV 6/9/16 ENGR DEPT	06/30/16	251888	24.53-

FEDERAL EXPRESS

Sum								88.19-
00001 FERGUSON ENTERPRISES INC	5829143	00162064	15005821	PLUMB SUPP SHOP		06/30/16	251889	85.75-

FERGUSON ENTERPRISES INC								
Sum								85.75-
00001 FORREST GENERAL HOSPITAL	H90035218500	00162217	15005780	POST ACCIDENT DRUG SCREEN		06/30/16	251893	37.00-

FORREST GENERAL HOSPITAL								
Sum								37.00-
00001 FUELMAN OF MS	BG127044 NP4	00162181	15005735	FUEL CHG 6/10/16 COLLINS FIRE		06/30/16	251895	36.39-

FUELMAN OF MS								
Sum								36.39-
00001 FV RECYCLING	2016-1623	00162299	15005842	RECYCLE FEES 6/16		06/30/16	251896	38.50-
00001 FV RECYCLING	2016-1514	00162299	15005843	RECYCLE FEES 6/16		06/30/16	251896	50.00-
00001 FV RECYCLING	2016-1515	00162299	15005844	RECYCLE FEES 6/16		06/30/16	251896	48.00-
00001 FV RECYCLING	2016-1517	00162299	15005845	RECYCLE FEES 6/16		06/30/16	251896	87.00-
00001 FV RECYCLING	2016-1622	00162299	15005846	RECYCLE FEES 6/16		06/30/16	251896	62.00-
00001 FV RECYCLING	2016-1621	00162299	15005847	RECYCLE FEES 6/16		06/30/16	251896	93.75-

FV RECYCLING								
Sum								379.25-
00001 G & K SERVICES	1035734607	00162243	15005779	UNIFORMS 6/20 GEORGE T DEPOT		06/30/16	251899	4.55-
00001 G & K SERVICES	1035734598	00162271	15005830	UNIFORMS 6/20 TRAFFIC		06/30/16	251899	23.40-
00001 G & K SERVICES	1035734599	00162271	15005831	UNIFORMS 6/20 TRAFFIC		06/30/16	251899	52.82-
00001 G & K SERVICES	1035734603	00162271	15005832	UNIFORMS 6/20 STREET		06/30/16	251899	66.30-
00001 G & K SERVICES	1035734602	00162271	15005833	UNIFORMS 6/20 STREET		06/30/16	251899	117.41-
00001 G & K SERVICES	1035734596	00162271	15005834	UNIFORMS 6/20 STREET		06/30/16	251899	27.30-
00001 G & K SERVICES	1035734601	00162271	15005835	UNIFORMS 6/20 SHOP		06/30/16	251899	113.52-
00001 G & K SERVICES	1035734600	00162271	15005836	UNIFORMS 6/20 SANIT		06/30/16	251899	142.87-
00001 G & K SERVICES	1035734604	00162271	15005837	UNIFORMS 6/20 HEALTH		06/30/16	251899	61.88-
00001 G & K SERVICES	1035734563	00162280	15005838	MATS 6/20 TRAFFIC		06/30/16	251899	6.40-
00001 G & K SERVICES	1035734566	00162280	15005839	MOP/MAT 6/20 GO&FS		06/30/16	251899	24.80-
00001 G & K SERVICES	1035734565	00162280	15005840	MOP/MAT 6/20 SANIT		06/30/16	251899	16.65-
00001 G & K SERVICES	1035734569	00162280	15005841	MATS 6/20 AIRPORT		06/30/16	251899	4.70-
00001 G & K SERVICES	1035730060	00162344	15005891	UNIFORMS 6/06 CEM/FORESTRY		06/30/16	251899	47.51-
00001 G & K SERVICES	1035732318	00162344	15005892	UNIFORMS 6/13 CEM/FORESTRY		06/30/16	251899	43.61-
00001 G & K SERVICES	1035734590	00162344	15005893	UNIFORMS 6/20 CEM/FORESTRY		06/30/16	251899	43.61-
00001 G & K SERVICES	1035736827	00162344	15005894	UNIFORMS 6/27 CEM/FORESTRY		06/30/16	251899	44.33-
00001 G & K SERVICES	1035730030	00162344	15005895	MOP/MAT 6/06 CEM/FORESTRY		06/30/16	251899	22.70-
00001 G & K SERVICES	1035732289	00162344	15005896	MOP/MAT 6/13 CEM/FORESTRY		06/30/16	251899	22.70-
00001 G & K SERVICES	1035734561	00162344	15005897	MOP/MAT 6/20 CEM/FORESTRY		06/30/16	251899	22.70-
00001 G & K SERVICES	1035736799	00162344	15005898	MOP/MAT 6/27 CEM/FORESTRY		06/30/16	251899	22.70-

G & K SERVICES								
Sum								932.46-
00001 GALL'S LLC	005570583	00162114	15005880	FLASHLIGHTS P/F ACADEMY		06/30/16	251901	230.44-
00001 GALL'S LLC	005570593	00161982	15005903	CLASS A SHOES RICHARDSON		06/30/16	251901	

00001 GLADDEN LAW OFFICE PLLC	0091	00162230 15005774 4/27/16 TO 6/10/16	06/23/16	110952	3,102.00-

GLADDEN LAW OFFICE PLLC					
Sum					3,102.00-
00001 GLENN CRANE & RIGGING	108872H	00161735 15005820 CRANE RENT PEDESTRIAN BRIDGE	06/30/16	251904	775.00-

GLENN CRANE & RIGGING					
Sum					775.00-
00001 GLOCK INC	TRP/10008537	00162380 15005919 REG JOHNSON CLASS 7/28 PEARL	06/30/16	251905	250.00-

GLOCK INC					
Sum					250.00-
00001 GRAVES, ROBERT M	Q117	00162121 15005693 CLEAR LOT 802 W PINE ST	06/30/16	251908	500.00-

GRAVES, ROBERT M					
Sum					500.00-
00001 GULF COAST OFFICE PRODUC	25934-0	00162027 15005678 OFFICE SUPP PLANNING DEPT	06/30/16	251910	153.57-
00001 GULF COAST OFFICE PRODUC	25980-1	00162161 15005759 OFFICE SUPP PLANNING DEPT	06/30/16	251910	148.17-
00001 GULF COAST OFFICE PRODUC	26032-0	00162293 15005899 OFFICE SUPP PURCHASING	06/30/16	251910	90.55-

GULF COAST OFFICE PRODUC					
Sum					392.29-
00001 H'BURG DOWNTOWN ASSN (RE DAMAGE DEP R	02016570	15005912 DAMAGE DEPOSIT REFUND	06/30/16	251911	500.00-

H'BURG DOWNTOWN ASSN (RE					
Sum					500.00-
00001 HANCOCK BANK TRUST & FIN 6/22/16 DUE	02016561	15005773 MDB 2001 BONDS 12/22/08	06/23/16	110951	2,108.98-

HANCOCK BANK TRUST & FIN					
Sum					2,108.98-
00001 HARLEY-DAVIDSON/MS COAST	128948	00161963 15005732 MTRCYCLE KICKSTAND SPRINGS	06/30/16	251914	44.38-

HARLEY-DAVIDSON/MS COAST					
Sum					44.38-
00001 HAVARD PEST CONTROL INC	983248	00020169 15005849 INSTALL SENTRICON #4 FIRE	06/30/16	251916	220.00-
00001 HAVARD PEST CONTROL INC	983258	00201610 15005850 PEST CONTROL #4 FIRE STA	06/30/16	251916	48.00-

HAVARD PEST CONTROL INC					
Sum					268.00-
00001 HAWTHORNE, MYRA	TRAV ADVANCE	00162111 15005688 TRAV ADV IAED CLASS BRANDON	06/30/16	251917	990.95-

HAWTHORNE, MYRA					
Sum					990.95-
00001 HIGHTOWER, RICHARD (REFU MUNICIPAL CO	02016558	15005757 MUNICIPAL COURT REFUND	06/30/16	251921	1,000.00-

HIGHTOWER, RICHARD (REFU					
Sum					1,000.00-
00001 HITHE, ANTHONY	TRAV ADVANCE	00162110 15005683 TRAV ADV IAED CLASS BRANDON	06/30/16	251922	990.95-

HITHE, ANTHONY					
Sum					990.95-
00001 HOL-MAC CORPORATION	333740	00162239 15005863 REPRS U#19755 SANIT	06/30/16	251923	527.88-

HOL-MAC CORPORATION

Sum									527.88-
00001	HOLLAND VETERINARY HOSPI	3054 270764	00162277	15005809	SERVS RONI POLICE K-9	06/30/16	251924		470.00-
00001	HOLLAND VETERINARY HOSPI	PO#162276 6/	00162276	15005876	DOG FOOD POLICE K-9	06/30/16	251924		514.20-

HOLLAND VETERINARY HOSPI

Sum									984.20-
00001	HUDSON, GARY	REG FEE 7/12	00162108	15005689	REG NECI CLASS GULFPORT	06/30/16	251926		450.00-

HUDSON, GARY

Sum									450.00-
00001	ICE PLANT INC	24-619656	00162000	15005695	BAGS ICE PUBLIC WORKS	06/30/16	251928		238.00-

ICE PLANT INC

Sum									238.00-
00001	INGRAM EQUIPMENT CO LLC	0040412-IN	00161837	15005819	REPR PTS U#13982 STREET	06/30/16	251930		145.81-

INGRAM EQUIPMENT CO LLC

Sum									145.81-
00001	INTERFACE SECURITY SYSTE	18386405	00162268	15005828	SECURITY 7/16 HILND CEMETERY	06/30/16	251931		33.02-
00001	INTERFACE SECURITY SYSTE	18396674	00162268	15005829	SECURITY 7/16 SOUTH HILL CEM	06/30/16	251931		29.95-

INTERFACE SECURITY SYSTE

Sum									62.97-
00001	INTL ASSN OF ARSON INVES	91237 131106	00162225	15005784	MBRSHP DUES MOONEY	06/30/16	251932		125.00-

INTL ASSN OF ARSON INVES

Sum									125.00-
00001	IRBY, STUART C CO	S009562690.0	00160168	15005882	ELEC SUPP 125 MOBILE ST POLE	06/30/16	251933		412.00-
00001	IRBY, STUART C CO	S009533280.0	00160168	15005883	ELEC SUPP 125 MOBILE ST POLE	06/30/16	251933		4,162.00-

IRBY, STUART C CO

Sum									4,574.00-
00001	KEYES ELECTRIC INC	02839	00161629	15005911	INSTALL LIGHTS AIRPT BEACON	06/30/16	251942		1,472.15-

KEYES ELECTRIC INC

Sum									1,472.15-
00001	LAMAR AUTO SALVAGE INC	90141	00161634	15005908	REPR PTS U#14714 SANIT	06/30/16	251944		500.00-

LAMAR AUTO SALVAGE INC

Sum									500.00-
00001	LAWRENCE PRINTING CO INC	97916	00161544	15005875	MANUAL CHECK PRINTING ACCTG	06/30/16	251948		296.36-

LAWRENCE PRINTING CO INC

Sum									296.36-
00001	LINEBARGER GOGGAN BLAIR	5/31/2016	02016549	15005713	POLICE FINES COLL.FEE	06/30/16	251949		1,028.67-

LINEBARGER GOGGAN BLAIR

Sum									1,028.67-
00001	MCCAIN UNIFORMS	342593-1	00161231	15005718	TEE SHIRTS/PANTS FIRE DEPT	06/30/16	251954		1,975.05-

MCCAIN UNIFORMS

Sum							1,975.05-
00001 MCELHANEY PLUMBING INC	245682	00161884	15005810	PLUMB SUPP #1 FIRE STA	06/30/16	251955	279.90-

MCELHANEY PLUMBING INC

Sum							279.90-
00001 MCINNIS LIST, Verna Dian Cemetery Spa	02016567	15005806	BUY BACK CEMETERY SPACE	06/24/16	110953		350.00-

MCINNIS LIST, Verna Dian

Sum							350.00-
00001 MCKINLEY, ALLEN	35600791	MCK	00162390	15005923 HOTEL MML CONF 6/26-29/16	06/30/16	251956	409.92-

MCKINLEY, ALLEN

Sum							409.92-
00001 MCMULLAN EQUIPMENT CO	165996P	00161860	15005805	REPR PTS U#20051 DRNGE	06/30/16	251957	40.12-
00001 MCMULLAN EQUIPMENT CO	166108P	00162169	15005877	REPR PTS U#17894 POLICE	06/30/16	251957	30.64-
00001 MCMULLAN EQUIPMENT CO	166151P	00162264	15005884	REPR PTS U#14714 HEALTH	06/30/16	251957	31.31-
00001 MCMULLAN EQUIPMENT CO	3686203C	00161213	15005901	REPRS U#18316 POLICE	06/30/16	251957	2,555.80-
00001 MCMULLAN EQUIPMENT CO	3690303C	00161667	15005902	REPRS U#18316 POLICE	06/30/16	251957	565.50-

MCMULLAN EQUIPMENT CO

Sum							3,223.37-
00001 MEDICAL ANALYSIS-GHV	10166	00162164	15005727	MGMT/LAB/VACCINES 6/16	06/30/16	251959	30,502.76-
00001 MEDICAL ANALYSIS-GHV	10173	00162311	15005852	MBMT/LAB FEES EMP CLINIC 7/16	06/30/16	251959	30,151.80-

MEDICAL ANALYSIS-GHV

Sum							60,654.56-
00001 MID SOUTH GLASS INC	0042739	00161531	15005920	GLASS CONSTR DEPT	06/30/16	251960	36.00-

MID SOUTH GLASS INC

Sum							36.00-
00001 MID SOUTH UNIFORM & SUPP	540882	00160249	15005914	UNIFORMS RECRUITS/STOCK	06/30/16	251961	3,881.00-

MID SOUTH UNIFORM & SUPP

Sum							3,881.00-
00001 MITCHELL TOOL SALES & SE	95685	00162098	15005743	DRILL BIT CONSTR DEPT	06/30/16	251963	49.99-

MITCHELL TOOL SALES & SE

Sum							49.99-
00001 MOTOROLA CUSTOMER CONNEC	13115272	00161693	15005879	MOBILE RADIOS NEW POLICE UNITS	06/30/16	251965	36,800.00-

MOTOROLA CUSTOMER CONNEC

Sum							36,800.00-
00001 MR. SIPPI BEVERAGES	207423	00162244	15005782	DRINKING WATER POLICE DEPT	06/30/16	251966	171.25-

MR. SIPPI BEVERAGES

Sum							171.25-
00001 MS DEPT OF INFORMATION T IN 601 COH19	02016566	15005848	LONG DISTANCE 6/16 VARI LOC	06/30/16	251967		13,531.68-
00001 MS DEPT OF INFORMATION T 90049900	02016569	15005873	NCIC MAINT 6/16 POLICE DEPT	06/30/16	251967		224.00-

MS DEPT OF INFORMATION T

Sum							13,755.68-
00001 MS MUSIC INC	905931	00162229	15005781	RUN SOUND MEMORIAL DAY SERV	06/30/16	251969	319.00-

MS MUSIC INC							
Sum							319.00-
00001 MS POWER COMPANY	6/16 GENERAL	00201618	15005874	MNTHLY ELEC-GENERAL	06/30/16	251970	110,364.86-

MS POWER COMPANY							
Sum							110,364.86-
00001 NAPA AUTO PARTS	541867	00159314	15005748	POWER SUPPLY BOXES TRAFFIC	06/30/16	251972	712.00-

NAPA AUTO PARTS							
Sum							712.00-
00001 NATL INSTITUTE FOR PUBLIC P	193966	00162160	15005728	PURCH STAFF MBRSHIP	06/30/16	251973	80.00-

NATL INSTITUTE FOR PUBLIC P							
Sum							80.00-
00001 NEWELL PAPER COMPANY	873463	00161790	15005724	HAND SANITIZER/REPELLANT	06/30/16	251974	154.68-

NEWELL PAPER COMPANY							
Sum							154.68-
00001 OFFICE DEPOT INC	843995013001	00161709	15005715	COMPUTER SUPP PLANNING DEPT	06/30/16	251977	174.05-
00001 OFFICE DEPOT INC	843995014001	00161709	15005716	COMPUTER SUPP PLANNING DEPT	06/30/16	251977	52.24-

OFFICE DEPOT INC							
Sum							226.29-
00001 PARKER, ANDY (USE 83107-	PETTY CASH 5	00162106	15005709	PETTY CASH CEMETERY/FORESTRY	06/30/16	251979	123.44-
00001 PARKER, ANDY (USE 83107-	TRAV ADVANCE	00162120	15005710	TRAV ADV URBAN FOREST CONF	06/30/16	251979	216.00-

PARKER, ANDY (USE 83107-							
Sum							339.44-
00001 PEARL RIVER VALLEY EPA (	6/16 GENERAL	00201618	15005864	MNTHLY 6/16 PUBLIC SERVICES	06/30/16	251980	16.93-

PEARL RIVER VALLEY EPA (							
Sum							16.93-
00001 PERFORMANT RECOVERY INC.	1500306802A	02016552	15005714	FOR US DEPT OF TREASURY	06/30/16	251981	986.08-

PERFORMANT RECOVERY INC.							
Sum							986.08-
00001 PINE BELT MENTAL HEALTHC	APR-16	00162145	15005674	JAIL DIV GRANT CHGS 4/16	06/30/16	251983	1,049.03-

PINE BELT MENTAL HEALTHC							
Sum							1,049.03-
00001 PINE BELT READY MIX CONC	482512	00161373	15005747	CONCRETE CITY WIDE USE	06/30/16	251986	410.00-
00001 PINE BELT READY MIX CONC	482903	00161373	15005756	CONCRETE CITY WIDE USE	06/30/16	251986	512.50-
00001 PINE BELT READY MIX CONC	483230	00161373	15005888	CONCRETE CITY WIDE USE	06/30/16	251986	922.50-

PINE BELT READY MIX CONC							
Sum							1,845.00-
00001 PRECISION DELTA CORP	6431	00162079	15005691	TRAINING AMMUNITION P/F ACDMY	06/30/16	251990	241.00-

PRECISION DELTA CORP

Sum							241.00-
00001 PREMIER WINDOW TINTING	4624	00160171 15005867 WINDOW TINT U#20314 POLICE	06/30/16	251991			80.00-

PREMIER WINDOW TINTING

Sum							80.00-
00001 RICOH CORP	5041645690	00162224 15005776 PRINTER MAINT INFO TECH	06/30/16	251993			302.50-

RICOH CORP

Sum							302.50-
00001 RJ YOUNG COMPANY	INV1339040	00162117 15005692 COPIER 1/28-4/27 P/F ACADEMY	06/30/16	251994			348.74-
00001 RJ YOUNG COMPANY	INV1401416	00162245 15005775 COPIER 5/14-6/13 CITY CLERK	06/30/16	251994			298.00-
00001 RJ YOUNG COMPANY	1401417	00162246 15005786 COPIER 5/14-6/13 ENGR DEPT	06/30/16	251994			318.00-

RJ YOUNG COMPANY

Sum							964.74-
00001 RODCO, LLC	10596	00162298 15005816 PLANS REVIEW HUNT CLUB/CLINIC	06/30/16	251996			500.00-
00001 RODCO, LLC	10616	00162345 15005881 PLANS REVIEW HOLIDAY INN	06/30/16	251996			1,571.15-

RODCO, LLC

Sum							2,071.15-
00001 ROGERS, KEVIN & ASSOCIAT	TITLE OPINIO	00162316 15005856 4 TITLE OPINIONS LAND CODE	06/30/16	251997			1,000.00-

ROGERS, KEVIN & ASSOCIAT

Sum							1,000.00-
00001 ROPER SUPPLY CO LLC	48267	00162143 15005762 PUSH BUMPER U#17593 POLICE	06/30/16	251999			249.00-

ROPER SUPPLY CO LLC

Sum							249.00-
00001 RUSSELL, CALVIN	TRAV ADVANCE	00162272 15005808 TRAV ADV TRANS SUMMIT JACKSON	06/30/16	252000			205.54-

RUSSELL, CALVIN

Sum							205.54-
00001 RUTLAND, LAMAR	TRAVEL REIMB	00162170 15005741 EXPNS MES CONF BILOXI	06/30/16	252001			182.11-

RUTLAND, LAMAR

Sum							182.11-
00001 SANSOM EQUIPMENT CO	48332	00161623 15005858 REPRS U#11302 STREET	06/30/16	252004			10,416.00-

SANSOM EQUIPMENT CO

Sum							10,416.00-
00001 SCHAUS LLC	61716	00162247 15005785 SERVS FEMA CONSULTANT	06/30/16	252005			2,025.00-

SCHAUS LLC

Sum							2,025.00-
00001 SERVICE MASTER ACTION CL	0726	00162092 15005702 SERVS WATER DAMAGE ENGR DEPT	06/30/16	252006			1,117.85-

SERVICE MASTER ACTION CL

Sum							1,117.85-
00001 SOLAR SUPPLY INC	3480277	00162066 15005761 MINOR MAINT EQUIP POLICE DEPT	06/30/16	252012			186.30-
00001 SOLAR SUPPLY INC	3480464	00162167 15005855 INFARED THERMOMETER	06/30/16	252012			82.14-

Sum												268.44-
00001 SOUTH MS MARINE (FORMERLY PO#162126 6/ 00162126 15005764 REPR PTS U#13982 STREET								06/30/16	252013			224.67-
SOUTH MS MARINE (FORMERLY												
Sum												224.67-
00001 SOUTHERN FINANCIAL SYSTE CMCHAT 4/21- 02016563 15005787 POLICE FINES COLL.FEE								06/30/16	252014			65.20-
00001 SOUTHERN FINANCIAL SYSTE CMCHAT3 6/2- 02016564 15005788 POLICE FINES COLL.FEE								06/30/16	252014			2,254.79-
00001 SOUTHERN FINANCIAL SYSTE CMCHAT2 6/2- 02016565 15005789 POLICE FINES COLL.FEE								06/30/16	252014			2,066.60-
SOUTHERN FINANCIAL SYSTE												
Sum												4,386.59-
00001 SOUTHERN PINE ELECTRIC P 6/16 GENERAL 00201618 15005865 MNTHLY 6/16 PUBLIC SERVICES								06/30/16	252016			58.95-
SOUTHERN PINE ELECTRIC P												
Sum												58.95-
00001 SOUTHERN TIRE MART #9 (M 9008960 00160398 15005868 REPR FLAT TIRES U#14145 FIRE								06/30/16	252017			39.90-
SOUTHERN TIRE MART #9 (M												
Sum												39.90-
00001 SOUTHERN TIRE MART LLC 11115261 00161758 15005705 TIRES VARI SANIT UNITS								06/30/16	252018			9,294.24-
00001 SOUTHERN TIRE MART LLC 11115815 00162132 15005804 REPR PTS U#15671 STREET								06/30/16	252018			321.40-
SOUTHERN TIRE MART LLC												
Sum												9,615.64-
00001 SOUTHGROUP (HATTIESBURG HATTIES-02 9 00162096 15005681 NOTARY BOND LONDON PURCHASING								06/30/16	252019			100.00-
SOUTHGROUP (HATTIESBURG												
Sum												100.00-
00001 SPEEDY PRINTING & SIGNS 22499 00162099 15005721 LETTERING ENGR DEPT UNITS								06/30/16	252020			174.00-
00001 SPEEDY PRINTING & SIGNS 22526 00162204 15005859 LETTERING U#20431 ENGR DEPT								06/30/16	252020			45.00-
SPEEDY PRINTING & SIGNS												
Sum												219.00-
00001 STANDARD OFFICE SUPPLY C 0062809-001 00162188 15005853 COPY PAPER POLICE DEPT								06/30/16	252021			629.85-
00001 STANDARD OFFICE SUPPLY C 0062832-001 00162221 15005854 OFFICE SUPP POLICE DEPT								06/30/16	252021			179.34-
00001 STANDARD OFFICE SUPPLY C 0062942-001 00162262 15005900 NOTARY STAMP LONDON PURCH DEP								06/30/16	252021			33.50-
STANDARD OFFICE SUPPLY C												
Sum												842.69-
00001 TRUSTMARK BUSINESS CARD 9827 DUPREE 00162241 15005790 MEAL 5/5/16 YTH CLUB MERIDIAN								06/30/16	252032			68.22-
00001 TRUSTMARK BUSINESS CARD 9827 DUPREE 00162241 15005791 GAS 5/22/16 AWARDS TUPELO								06/30/16	252032			42.72-
00001 TRUSTMARK BUSINESS CARD 9827 DUPREE 00162241 15005792 TKT 6/2-3 WASHINGTON CONF								06/30/16	252032			714.84-
00001 TRUSTMARK BUSINESS CARD 9827 DUPREE 00162241 15005793 FOOD 5/31-6/3 WASHINGTON CONF								06/30/16	252032			8.12-
00001 TRUSTMARK BUSINESS CARD 9827 DUPREE 00162241 15005794 FOOD 5/31-6/3 WASHINGTON CONF								06/30/16	252032			2.49-
00001 TRUSTMARK BUSINESS CARD 9827 DUPREE 00162241 15005795 FOOD 5/31-6/3 WASHINGTON CONF								06/30/16	252032			5.14-
00001 TRUSTMARK BUSINESS CARD 9827 DUPREE 00162241 15005796 TAXI 5/31-6/3 WASHINGTON CONF								06/30/16	252032			58.93-
00001 TRUSTMARK BUSINESS CARD 9827 DUPREE 00162241 15005797 FOOD 5/31-6/3 WASHINGTON CONF								06/30/16	252032			8.31-
00001 TRUSTMARK BUSINESS CARD 9827 DUPREE 00162241 15005798 FOOD 5/31-6/3 WASHINGTON CONF								06/30/16	252032			7.75-
00001 TRUSTMARK BUSINESS CARD 9827 DUPREE 00162241 150												

00001 TRUSTMARK BUSINESS CARD	9827 DUPREE	00162241	15005802	CREDIT	06/30/16	252032	16.96

TRUSTMARK BUSINESS CARD							
Sum							2,087.15-
00001 UNDERWOOD OUTDOOR POWER,	25923	00161468	15005889	BAL STMT	06/30/16	252034	40.99-
00001 UNDERWOOD OUTDOOR POWER,	25935	00161468	15005890	BAL STMT	06/30/16	252034	40.99

UNDERWOOD OUTDOOR POWER,							
Sum							22.70-
00001 UNITED PARCEL SERVICE IN	0008E1Y15246	00162201	15005755	SERV 6/8/16 POLICE DEPT	06/30/16	252035	22.70-

UNITED PARCEL SERVICE IN							
Sum							22.70-
00001 UNIVERSITY TIRE & SERVIC	491323	00162062	15005707	REPR PTS U#14498 HEALTH	06/30/16	252036	589.40-

UNIVERSITY TIRE & SERVIC							
Sum							589.40-
00001 WAITS, SHARON	TRAVEL REIMB	00162159	15005726	EXPNS TAX CREDITS WASHINGTON	06/30/16	252043	89.27-

WAITS, SHARON							
Sum							89.27-
00001 WAL-MART STORES INC	001304	00161302	15005768	VARI SIZE BATTERIES RISK MGMT	06/30/16	252044	99.76-
00001 WAL-MART STORES INC	002998	00161137	15005769	FOOD LAW MEMORIAL DAY 5/18/16	06/30/16	252044	823.94-
00001 WAL-MART STORES INC	002843	00161193	15005770	BOTTLED WATER POLICE ADM	06/30/16	252044	73.26-
00001 WAL-MART STORES INC	005509	00161906	15005771	ICE COOLERS POLICE DEPT	06/30/16	252044	202.20-
00001 WAL-MART STORES INC	005608 & 005	00161483	15005772	SUPP GRAD CLASS #33 P/F ACDMY	06/30/16	252044	128.38-

WAL-MART STORES INC							
Sum							1,327.54-
00001 WARREN PAVING INC	23918MB	00160184	15005869	RIP RAP CITY WIDE USE	06/30/16	252046	4,416.65-
00001 WARREN PAVING INC	23917MB	00155218	15005870	LIMESTONE CITY WIDE USE	06/30/16	252046	5,119.12-
00001 WARREN PAVING INC	24022MB	00155218	15005871	LIMESTONE CITY WIDE USE	06/30/16	252046	1,761.23-

WARREN PAVING INC							
Sum							11,297.00-
00001 WASTE MANAGEMENT OF SOUT	0009020-2526	00162350	15005909	REFUSE DISPOSAL SANIT	06/30/16	252047	10,016.60-

WASTE MANAGEMENT OF SOUT							
Sum							10,016.60-
00001 WATERS INTERNATIONAL TRU	08P814711	00161956	15005742	REPR PTS SHOP STOCK	06/30/16	252049	266.14-
00001 WATERS INTERNATIONAL TRU	08P815328	00162059	15005803	REPR PTS U#15491 FIRE DEPT	06/30/16	252049	110.02-
00001 WATERS INTERNATIONAL TRU	08P815420	00162178	15005861	REPR PTS SANIT STOCK	06/30/16	252049	169.50-

WATERS INTERNATIONAL TRU							
Sum							545.66-
00001 WHLT TV CBS 22	868051-1	00161432	15005684	AD 5/20-6/5/16 ACDMY CLASS	06/30/16	252051	40.00-

WHLT TV CBS 22							
Sum							40.00-

00001 WILLMUT GAS & OIL COMPAN 6/16 GENERAL 00201618 15005866 MNTHLY GAS-GENERAL	06/30/16	252054	115.65-

WILLMUT GAS & OIL COMPAN			
Sum			115.65-

Sum			1,597,108.57-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JUNE 30, 2016

Date - 06/29/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 A & R FARM AND GARDEN	279805	00161352	15001364	EQUIP MDOT SUMMER CREWS	06/30/16	251812	817.02-
A & R FARM AND GARDEN							
Sum							817.02-
00002 AGRI-AFC LLC	5249891	00161403	15001461	DEFOAMER GRNDS MAINT	06/30/16	251816	76.00-
00002 AGRI-AFC LLC	5249878	00162320	15001462	CHEMICALS CITY WIDE USE	06/30/16	251816	72.00-
AGRI-AFC LLC							
Sum							148.00-
00002 B W I	13656300	00162093	15001373	BALLFIELD WATER ABSORBANT	06/30/16	251824	1,955.00-
B W I							
Sum							1,955.00-
00002 BARHAM, BRENT KENNETH	OFFICIAL 6/6	02016573	15001433	OFFICIAL-DIXIE MAJORS	06/30/16	251826	250.00-
BARHAM, BRENT KENNETH							
Sum							250.00-
00002 BODY TECH INC	2204	00161690	15001366	TOWING U#9603 TRUCK	06/30/16	251832	75.00-
BODY TECH INC							
Sum							75.00-
00002 BRACKMAN MOWER WAREHOUSE	13840	00162039	15001363	2 CYCLE/4 CYCLE MOTOR OIL	06/30/16	251834	171.60-
00002 BRACKMAN MOWER WAREHOUSE	13698	00161881	15001365	WEEDEATER REPR PTS	06/30/16	251834	628.50-
00002 BRACKMAN MOWER WAREHOUSE	13981	00162080	15001372	REPRS U#15517 MOWER	06/30/16	251834	235.30-
00002 BRACKMAN MOWER WAREHOUSE	13980	00162081	15001377	REPRS U#16979 MOWER	06/30/16	251834	65.25-
00002 BRACKMAN MOWER WAREHOUSE	13978	00162082	15001378	REPRS U#17998 MOWER	06/30/16	251834	265.45-
00002 BRACKMAN MOWER WAREHOUSE	13977	00162083	15001379	REPRS U#18866 MOWER	06/30/16	251834	148.72-
00002 BRACKMAN MOWER WAREHOUSE	13976	00162084	15001380	REPRS U#19303 MOWER	06/30/16	251834	159.02-
00002 BRACKMAN MOWER WAREHOUSE	13975	00162085	15001381	REPRS U#19464 MOWER	06/30/16	251834	255.75-
00002 BRACKMAN MOWER WAREHOUSE	14004	00162129	15001392	REPR PTS U#18862 MOWER	06/30/16	251834	36.42-
00002 BRACKMAN MOWER WAREHOUSE	14005	00162130	15001393	REPRS U#19464 MOWER	06/30/16	251834	62.70-
00002 BRACKMAN MOWER WAREHOUSE	14313	00162215	15001412	REPR PTS U#19464 MOWER	06/30/16	251834	33.90-
00002 BRACKMAN MOWER WAREHOUSE	14352	00162219	15001413	REPRS U#19464 MOWER	06/30/16	251834	21.53-
00002 BRACKMAN MOWER WAREHOUSE	14217	00162139	15001418	REPR PTS U#18866 MOWER	06/30/16	251834	14.07-
00002 BRACKMAN MOWER WAREHOUSE	9819	00160097	15001421	REPR PTS U#19464 MOWER	06/30/16	251834	199.00-
00002 BRACKMAN MOWER WAREHOUSE	14591	00162325	15001463	LUBRICANTS	06/30/16	251834	231.52-
00002 BRACKMAN MOWER WAREHOUSE	14642	00162338	15001466	REPRS U#18867 MOWER	06/30/16	251834	607.96-
BRACKMAN MOWER WAREHOUSE							
Sum							3,136.69-
00002 BRADDOCK, ARETHA	OFFICIAL 6/6	02016573	15001434	OFFICIAL-ADULT SOFTBALL	06/30/16	251835	140.00-
BRADDOCK, ARETHA							
Sum							140.00-
00002 BROWN, BRAXTON	OFFICIAL 6/6	02016573	15001435	OFFICIAL-ADULT SOFTBALL	06/30/16	251837	40.00-

BROWN, BRAXTON							
Sum							40.00-
00002	BURGE EXCAVATING & GRADI	601	00162086	15001404	INFIELD MIX TATUM BASEBALL	06/30/16 251841	522.00-

BURGE EXCAVATING & GRADI							
Sum							522.00-
00002	CALDWELL, JAMES REID		SPORTS SERVS	02016574	15001452	SPORTS SUPPORT SERVICES	06/30/16 251843 324.00-

CALDWELL, JAMES REID							
Sum							324.00-
00002	CITY OF HATTIESBURG FUND	TRF 2ND 6/16	02016557	15001384	TRF 2ND 6/16	PAYROLL	06/21/16 310986 103,543.46-
00002	CITY OF HATTIESBURG FUND	TRF TO CORRE	02016561	15001401	TRF TO CORRECT P/R	FUND	06/23/16 310990 113.40-

CITY OF HATTIESBURG FUND							
Sum							103,656.86-
00002	CLEMTS HARDWARE	115357	00162155	15001408	COOLERS/SPRINKLERS	DAY CAMP	06/30/16 251858 159.94-

CLEMTS HARDWARE							
Sum							159.94-
00002	COMMERCIAL STATIONERY CO	388786-0	00162034	15001362	OFFICE SUPP	MCNAIR CENTER	06/30/16 251862 116.88-

COMMERCIAL STATIONERY CO							
Sum							116.88-
00002	COMSOUTH	182398	00161953	15001411	SAFETY LIGHTS U#20419	TRUCK	06/30/16 251863 1,870.00-

COMSOUTH							
Sum							1,870.00-
00002	COURTESY MOTORS INC	449145	00162172	15001391	REPR PTS U#8937	TRUCK	06/30/16 251866 425.52-

COURTESY MOTORS INC							
Sum							425.52-
00002	CULLOP, DAVID A		OFFICIAL 6/6	02016573	15001436	OFFICIAL-DIXIE MAJORS	06/30/16 251867 380.00-

CULLOP, DAVID A							
Sum							380.00-
00002	CURRY, GEORGE		OFFICIAL 6/6	02016573	15001446	OFFICIAL-DIXIE MAJORS	06/30/16 251869 95.00-

CURRY, GEORGE							
Sum							95.00-
00002	DAVENPORT, BRADFORD		OFFICIAL 6/6	02016573	15001437	OFFICIAL-DIXIE MAJORS	06/30/16 251871 190.00-

DAVENPORT, BRADFORD							
Sum							190.00-
00002	DIXON, TIMOTHY		OFFICIAL 6/6	02016573	15001438	OFFICIAL-ADULT SOFTBALL	06/30/16 251872 100.00-

DIXON, TIMOTHY							
Sum							100.00-
00002	DOLEAC ELECTRIC CO INC	H18233	00161540	15001430	LABOR DAHMER PK	LIGHTING	06/30/16 251873 500.00-

00002	DOLEAC ELECTRIC CO INC	418233	00162376	15001467	ADDL AMT DUE	PO#161540	06/30/16 251873 2,865.97-

DOLEAC ELECTRIC CO INC							
Sum							3,365.97-
00002	EASLEY, CHARLES EDDIE	OFFICIAL 6/6	02016573	15001439	OFFICIAL-DIXIE MAJORS	06/30/16	251874 250.00-

EASLEY, CHARLES EDDIE							
Sum							250.00-
00002	EASLEY, NICKEY	OFFICIAL 6/6	02016573	15001440	OFFICIAL-DIXIE MAJORS	06/30/16	251875 250.00-

EASLEY, NICKEY							
Sum							250.00-
00002	ECONOMY SUPPLY CO	253093	00161890	15001374	BALLFIELD MARKING LIME	06/30/16	251877 995.00-
00002	ECONOMY SUPPLY CO	253291	00162118	15001389	FLD REPR MATLS TATUM BASEBALL	06/30/16	251877 570.18-
00002	ECONOMY SUPPLY CO	253461	00162194	15001409	BLDG SUPP TMBRTN SOCCER FIELD	06/30/16	251877 153.30-
00002	ECONOMY SUPPLY CO	253814	00161879	15001464	BLDG SUPP EASTSIDE PARK	06/30/16	251877 64.07-
00002	ECONOMY SUPPLY CO	253813	00162057	15001465	BLDG SUPP BEVERLY HILLS PARK	06/30/16	251877 64.00-

ECONOMY SUPPLY CO							
Sum							1,846.55-
00002	ELKINS WHOLESALE INC	278091-00	00161097	15001368	JANIT SUPP	06/30/16	251880 49.60-
00002	ELKINS WHOLESALE INC	278091-01	00161097	15001369	JANIT SUPP	06/30/16	251880 42.45-
00002	ELKINS WHOLESALE INC	281449-00	00162037	15001370	JANIT SUPP	06/30/16	251880 745.31-
00002	ELKINS WHOLESALE INC	281770-00	00162146	15001387	JANIT SUPP SUMMER DAY CAMP	06/30/16	251880 360.98-
00002	ELKINS WHOLESALE INC	282481-00	00162326	15001460	JANIT SUPP GRNDS MAINT	06/30/16	251880 955.30-

ELKINS WHOLESALE INC							
Sum							2,153.64-
00002	FASTENAL COMPANY	MSHAT191290	00161763	15001375	SPORTS DRINKS MDOT CREWS	06/30/16	251886 145.55-

FASTENAL COMPANY							
Sum							145.55-
00002	FERGUSON ENTERPRISES (HB	5818288	00161964	15001385	PLUMB SUPP DUNCAN LAKE FOUNTN	06/30/16	251890 54.02-

FERGUSON ENTERPRISES (HB							
Sum							54.02-
00002	FERGUSON ENTERPRISES INC	5823323	00162013	15001410	PLUMB SUPP DAHMER PARK	06/30/16	251889 122.43-

FERGUSON ENTERPRISES INC							
Sum							122.43-
00002	FORTERRA PIPE AND PRECAS	11388566	00160214	15001427	PIPE TATUM OFFICE ROADWAY	06/30/16	251894 2,254.24-

FORTERRA PIPE AND PRECAS							
Sum							2,254.24-
00002	GARNER LUMLEY ELECTRIC S	525891	00161253	15001376	ELEC SUPP CAMERON FLD LIGHTS	06/30/16	251902 40.16-

GARNER LUMLEY ELECTRIC S							
Sum							40.16-
00002	GRAVES, KEN	OFFICIAL 6/6	02016573	15001441	OFFICIAL-DIXIE MAJORS	06/30/16	251907 190.00-

GRAVES, KEN							
Sum							190.00-
00002	HARTFIELD, JOE	OFFICIAL 6/6	02016573	15001442	OFFICIAL-DIXIE MAJORS	06/30/16	251915 250.00-

HARTFIELD, JOE						
Sum						250.00-
00002	HENDERSON, CHANUN (REFUN	DUNCAN LAKE	02016572	15001432	DUNCAN LAKE PAV RFD#65760	06/30/16 251918 40.00-

HENDERSON, CHANUN (REFUN						
Sum						40.00-
00002	HI-FI CRUISIN	101058	00162153	15001405	RADIO KIT U#20149	06/30/16 251919 377.58-

HI-FI CRUISIN						
Sum						377.58-
00002	HOWARD, RUSSELL F	OFFICIAL 6/6	02016573	15001443	OFFICIAL-DIXIE MAJORS	06/30/16 251925 285.00-

HOWARD, RUSSELL F						
Sum						285.00-
00002	HUGHES, BEN D	OFFICIAL 6/6	02016573	15001444	OFFICIAL-DIXIE MAJORS	06/30/16 251927 190.00-

HUGHES, BEN D						
Sum						190.00-
00002	J M H GRAPHICS	8673	00161913	15001388	UNIFORM T SHIRTS MDOT PROGRAM	06/30/16 251934 661.80-

J M H GRAPHICS						
Sum						661.80-
00002	JERRY'S AUTOMOTIVE REPAI	17759	00162182	15001406	REPRS U#9621 VAN	06/30/16 251936 1,192.35-

JERRY'S AUTOMOTIVE REPAI						
Sum						1,192.35-
00002	JONES, ANN	PETTY CASH 6	00162242	15001402	PETTY CASH GRNDS MAINT	06/30/16 251938 114.68-

JONES, ANN						
Sum						114.68-
00002	KELLY, HARRY	OFFICIAL 6/6	02016573	15001445	OFFICIAL-DIXIE MAJORS	06/30/16 251939 95.00-

KELLY, HARRY						
Sum						95.00-
00002	KETTLEY, ANNETTE	SPORTS SERVS	02016574	15001453	SPORTS SUPPORT SERVICES	06/30/16 251941 56.00-

KETTLEY, ANNETTE						
Sum						56.00-
00002	LAMAR AUTO SALVAGE INC	548465	00161954	15001429	REPR PTS U#8937 TRUCK	06/30/16 251944 200.00-

LAMAR AUTO SALVAGE INC						
Sum						200.00-
00002	MCBRIDE, ANDREW MARQUELL	SPORTS SERVS	02016574	15001454	SPORTS SUPPORT SERVICES	06/30/16 251953 324.00-

MCBRIDE, ANDREW MARQUELL						
Sum						324.00-
00002	MILLER, CLIFF	OFFICIAL 6/6	02016573	15001447	OFFICIAL-ADULT SOFTBALL	06/30/16 251962 20.00-

MILLER, CLIFF						
Sum						20.00-
00002	MS GRASS NURSERY	27776	00162256	15001428	GRASS SOD CITY HALL	06/30/16 251968 260.00-

MS GRASS NURSERY								
Sum								260.00-
00002 MS POWER COMPANY	6/16 PKS/REC	00201618	15001422	MNTHLY ELEC-PARKS & REC	06/30/16	251970	14,785.23-	

MS POWER COMPANY								
Sum								14,785.23-
00002 MS STATE/TAX COMM/TAX EX	PO#162189	00162189	15001386	TAGS U#20419/U#20420 TRUCKS	06/30/16	251971	24.00-	

MS STATE/TAX COMM/TAX EX								
Sum								24.00-
00002 NEWELL PAPER COMPANY	873487	00161643	15001371	WORK GLOVES/WASP SPRAY	06/30/16	251974	214.02-	

NEWELL PAPER COMPANY								
Sum								214.02-
00002 OFFICE DEPOT INC	846015260001	00161475	15001431	PRINTER SUPP MCNAIR CENTER	06/30/16	251977	75.98-	

OFFICE DEPOT INC								
Sum								75.98-
00002 PINE BELT PORTABLE TOILE	00002834D158	00159247	15001415	PORTALETTS TATUM BASEBALL	06/30/16	251985	150.00-	
00002 PINE BELT PORTABLE TOILE	ACT#2905 000	00161638	15001420	PORTALETTS JUNETEENTH 6/18/16	06/30/16	251985	900.00-	

PINE BELT PORTABLE TOILE								
Sum								1,050.00-
00002 POWELL, RANDY	SPORTS SERVS	02016574	15001455	SPORTS SUPPORT SERVICES	06/30/16	251988	88.00-	

POWELL, RANDY								
Sum								88.00-
00002 SANFORD, JOHN L JR INC	048890	00161800	15001416	MASON SAND TATUM BASEBALL	06/30/16	252003	1,460.00-	

SANFORD, JOHN L JR INC								
Sum								1,460.00-
00002 SHAW, RATONIA	SPORTS SERVS	02016574	15001456	SPORTS SUPPORT SERVICES	06/30/16	252007	324.00-	

SHAW, RATONIA								
Sum								324.00-
00002 SHERWIN-WILLIAMS COMPANY	2516-0	00161938	15001390	PAINT SUPP GRNDS MAINT	06/30/16	252008	36.34-	
00002 SHERWIN-WILLIAMS COMPANY	9835-9	00161938	15001396	PAINT SUPP GRNDS MAINT	06/30/16	252008	36.34-	
00002 SHERWIN-WILLIAMS COMPANY	9836-7	00161938	15001397	CREDIT	06/30/16	252008	36.34	
00002 SHERWIN-WILLIAMS COMPANY	2702-6	00161878	15001423	BALLFIELD MARKING PAINT	06/30/16	252008	1,056.00-	
00002 SHERWIN-WILLIAMS COMPANY	2632-5	00161878	15001425	BALLFIELD MARKING PAINT	06/30/16	252008	1,218.00-	
00002 SHERWIN-WILLIAMS COMPANY	2701-8	00161878	15001426	CREDIT	06/30/16	252008	1,218.00	

SHERWIN-WILLIAMS COMPANY								
Sum								1,092.34-
00002 SHOEMAKE, LEE/EMC	5768	00161965	15001367	REPRS CITY HALL FOUNTAIN	06/30/16	252009	704.99-	

SHOEMAKE, LEE/EMC								
Sum								704.99-
00002 SIGNS FIRST	H-54312	00160982	15001383	FOOTBALL HELMET DECALS MCNAIR	06/30/16	252010	660.00-	

SIGNS FIRST

Sum								660.00-
00002 SMITH, JOSH	OFFICIAL 6/6	02016573	15001448	OFFICIAL-DIXIE MAJORS	06/30/16	252011		190.00-

SMITH, JOSH

Sum								190.00-
00002 SOUTHERN MS PINE STRAW	10520	00162166	15001382	PINE STRAW CITY WIDE USE	06/30/16	252015		262.50-

SOUTHERN MS PINE STRAW

Sum								262.50-
00002 SOUTHERN TIRE MART #9 (M	9010517	00161707	15001394	TIRE U#17997 MOWER	06/30/16	252017		77.00-
00002 SOUTHERN TIRE MART #9 (M	9010832	00162148	15001395	DIAGNOSTIC FEE U#9621 VAN	06/30/16	252017		36.00-
00002 SOUTHERN TIRE MART #9 (M	9011031	00162291	15001417	OIL CHANGE U#18569 JEEP	06/30/16	252017		29.95-
00002 SOUTHERN TIRE MART #9 (M	9011005	00162257	15001419	TIRE U#15574 MOWER	06/30/16	252017		77.00-

SOUTHERN TIRE MART #9 (M

Sum								219.95-
00002 TERRELL, WINSTON	OFFICIAL 6/6	02016573	15001449	OFFICIAL-ADULT SOFTBALL	06/30/16	252024		100.00-

TERRELL, WINSTON

Sum								100.00-
00002 TROTTER, COREY	OFFICIAL 6/6	02016573	15001450	OFFICIAL-ADULT SOFTBALL	06/30/16	252028		140.00-

TROTTER, COREY

Sum								140.00-
00002 TRUCKS PLUS AUTO ACCESSO	33116	00162200	15001407	WIRING REPR U#9484 TRAILER	06/30/16	252030		60.00-

TRUCKS PLUS AUTO ACCESSO

Sum								60.00-
00002 U P S STORE, THE (HATTIE	PO#162028 6/	00162028	15001414	NEWS LETTERS 7-8/16 SIGLER C	06/30/16	252033		242.20-

U P S STORE, THE (HATTIE

Sum								242.20-
00002 VARNADO, ALEXANDRIA	SPORTS SERVS	02016574	15001457	SPORTS SUPPORT SERVICES	06/30/16	252039		40.00-

VARNADO, ALEXANDRIA

Sum								40.00-
00002 VARNADO, UNDREA	SPORTS SERVS	02016574	15001458	SPORTS SUPPORT SERVICES	06/30/16	252040		104.00-

VARNADO, UNDREA

Sum								104.00-
00002 WADDLE, BENJAMIN	SPORTS SERVS	02016574	15001459	SPORTS SUPPORT SERVICES	06/30/16	252042		324.00-

WADDLE, BENJAMIN

Sum								324.00-
00002 WAL-MART STORES INC	004169	00161523	15001398	LIFEGUARD SUPP	06/30/16	252044		93.28-
00002 WAL-MART STORES INC	004377	00161247	15001399	SUPP SIGLER CNTR SENIOR PROM	06/30/16	252044		211.14-
00002 WAL-MART STORES INC	005047	00161621	15001400	SUMMER CAMP SUPP MCNAIR CNTR	06/30/16	252044		543.76-

WAL-MART STORES INC

Sum								848.18-
00002 WALL, DOUGLAS BRIAN	OFFICIAL 6/6	02016573	15001451	OFFICIAL-DIXIE MAJORS	06/30/16	252045		95.00-

WALL, DOUGLAS BRIAN						-----
Sum						95.00-
00002	WATER FLOW PRODUCTIONS I	9775	00161639	15001424	IRRIGATION REPR TATUM SOCCER	06/30/16 252048 680.00-
WATER FLOW PRODUCTIONS I						-----
Sum						680.00-
00002	WILLIAMS, MICHELLE K	AQUATIC CONT	00162252	15001403	AQUATIC CONTRACT 6/16	06/30/16 252052 2,500.00-
WILLIAMS, MICHELLE K						-----
Sum						2,500.00-
Sum						-----
						155,425.27-

PERIOD ENDING JUNE 30, 2016

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Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

PAYROLL FUND

00006 PROVIDENT LIFE AND ACCID 5/2016

02016133 15000455 EMP CONTRIB 5/16

06/22/16

110948

6,978.96-

PROVIDENT LIFE AND ACCID

Sum

6,978.96-

Sum

6,978.96-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JUNE 30, 2016

Date - 06/29/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount

WATER & SEWER OPERATION/MAINT.							
00009 ADVANCED JANITORIAL SERV	100937	WATER	00162238	15001315 SERV 6/16 WTR BILLING OFFICE	06/30/16	251815	495.00-

ADVANCED JANITORIAL SERV							
Sum							495.00-
00009 AUTO ARMATURE SERVICE IN	04461		00160865	15001302 BATTERY U#18705 WTR BILLING	06/30/16	251822	116.95-
00009 AUTO ARMATURE SERVICE IN	05196		00162203	15001318 ALTERNATOR U#13512 SEWER	06/30/16	251822	139.95-

AUTO ARMATURE SERVICE IN							
Sum							256.90-
00009 BADGER METER INC	QUOTE 159700		00162231	15001316 MAINT READCENTER 7/16-7/17	06/30/16	251825	1,437.00-

BADGER METER INC							
Sum							1,437.00-
00009 BURKETT RADIATOR SHOP	PO#161992 6/	00161992	15001299	REPR PTS U#14164 TRANS	06/30/16	251842	336.00-
00009 BURKETT RADIATOR SHOP	PO#161277 6/	00161277	15001300	A/C REPR U#14164 TRANS	06/30/16	251842	1,503.75-

BURKETT RADIATOR SHOP							
Sum							1,839.75-
00009 CAMERON ELECTRIC MOTOR C	30496		00161991	15001313 ELEC SUPP LIME MACHINE PLT#1	06/30/16	251844	162.00-

CAMERON ELECTRIC MOTOR C							
Sum							162.00-
00009 CARQUEST AUTO PARTS STOR	14758-72231		00162346	15001348 REPR PTS U#14164 PLANT	06/30/16	251850	36.46-

CARQUEST AUTO PARTS STOR							
Sum							36.46-
00009 CENTRAL PIPE SUPPLY INC	S100059700.0	00161635	15001339	PLUMB SUPP TRANS STOCK	06/30/16	251853	3,119.46-
00009 CENTRAL PIPE SUPPLY INC	S100060064.0	00161635	15001340	PLUMB SUPP TRANS STOCK	06/30/16	251853	1,401.84-

CENTRAL PIPE SUPPLY INC							
Sum							4,521.30-
00009 CERTIFIED LABORATORIES	2353448		00161853	15001301 CHEMICALS LAGOONS	06/30/16	251854	9,693.50-

CERTIFIED LABORATORIES							
Sum							9,693.50-
00009 CITY OF HATTIESBURG FUND	TRF 2ND 6/16	02016557	15001303	TRF 2ND 6/16 PAYROLL	06/21/16	21950	117,730.75-

CITY OF HATTIESBURG FUND							
Sum							117,730.75-
00009 COMMERCIAL STATIONERY CO	389074-0		00162220	15001332 PAPER SUPP WTR PLANTS	06/30/16	251862	39.76-

COMMERCIAL STATIONERY CO							
Sum							39.76-
00009 ELKINS WHOLESALE INC	281556-00		00162073	15001320 JANIT SUPP WTR PLANTS	06/30/16	251880	125.99-
00009 ELKINS WHOLESALE INC	281556-01		00162073	15001321 JANIT SUPP WTR PLANTS	06/30/16	251880	42.22-

00009 ELKINS WHOLESALE INC	281556-02	00162073 15001322 JANIT SUPP WTR PLANTS	06/30/16	251880	56.67-

ELKINS WHOLESALE INC					224.88-
Sum					
00009 FASTENAL COMPANY	MSHAT190254	00161926 15001323 HAND TOOLS SEWER DEPT	06/30/16	251886	126.51-

FASTENAL COMPANY					126.51-
Sum					
00009 G & K SERVICES	1035734562	00162197 15001307 MOP/MAT 6/20 PLANT	06/30/16	251899	14.40-
00009 G & K SERVICES	1035734595	00162197 15001308 UNIFORMS 6/20 PLANT	06/30/16	251899	54.41-
00009 G & K SERVICES	1035734593	00162197 15001309 UNIFORMS 6/20 SEWER	06/30/16	251899	62.40-
00009 G & K SERVICES	1035734594	00162197 15001310 UNIFORMS 6/20 LAGOON	06/30/16	251899	29.42-
00009 G & K SERVICES	1035734591	00162197 15001311 UNIFORMS 6/20 LAGOON	06/30/16	251899	50.53-
00009 G & K SERVICES	1035736828	00162356 15001343 UNIFORMS 6/27 TRANS	06/30/16	251899	50.53-
00009 G & K SERVICES	1035736800	00162356 15001344 MOP/MAT 6/27 PLANT	06/30/16	251899	14.40-
00009 G & K SERVICES	1035736832	00162356 15001345 UNIFORMS 6/27 PLANT	06/30/16	251899	54.41-
00009 G & K SERVICES	1035736830	00162356 15001346 UNIFORMS 6/27 SEWER	06/30/16	251899	62.40-
00009 G & K SERVICES	1035736831	00162356 15001347 UNIFORMS 6/27 LAGOON	06/30/16	251899	29.42-

G & K SERVICES					422.32-
Sum					
00009 HACH COMPANY	9932189	00160553 15001305 CHEMICALS WTR PLANTS	06/30/16	251912	1,112.70-
00009 HACH COMPANY	9932189 FRT	00162102 15001306 FREIGHT CHARGE PO#160553	06/30/16	251912	66.39-

HACH COMPANY					1,179.09-
Sum					
00009 L & A CONTRACTING CO	483-058	00162202 15001312 AERATOR MNT 6/13-17 LAGOONS	06/30/16	251943	24,600.00-

L & A CONTRACTING CO					24,600.00-
Sum					
00009 LANCASTER'S MACHINE & WE	22729	00162195 15001314 REMOVE AUGER SHAFT WTR PLT	06/30/16	251946	30.00-

LANCASTER'S MACHINE & WE					30.00-
Sum					
00009 LARD OIL COMPANY	0781979-IN	00161870 15001350 OIL WTR PLANTS	06/30/16	251947	357.33-
00009 LARD OIL COMPANY	781979B-IN	00161870 15001351 OIL WTR PLANTS	06/30/16	251947	178.66-

LARD OIL COMPANY					535.99-
Sum					
00009 MID SOUTH GLASS INC	0042763	00161586 15001317 REPR AUTO DOOR WTR BILLING	06/30/16	251960	375.00-

MID SOUTH GLASS INC					375.00-
Sum					
00009 MORGAN, C J INC	2016042	00162267 15001328 FIRE TAPS HWY 98/CAVENDERS	06/30/16	251964	10,388.70-
00009 MORGAN, C J INC	2016049	00162267 15001329 METER CROSS CREEK VILLAGE	06/30/16	251964	38,114.68-
00009 MORGAN, C J INC	2016052	00162267 15001330 FIRE TAP PANERA BREAD/98W	06/30/16	251964	9,008.25-
00009 MORGAN, C J INC	2016055	00162267 15001331 WORK VARI LOC/VACUUM TRUCK	06/30/16	251964	94,713.48-

MORGAN, C J INC					152,225.11-
Sum					
00009 MS POWER COMPANY	6/16 W&SO&M	00201618 15001338 MNTHLY ELEC-W&SO&M	06/30/16	251970	71,391.12-

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CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JUNE 30, 2016

Date - 06/29/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER FUND							
00011 BARNES, ASIA T	METER DEP RF	02016551	15000619	METER DEP RFD	06/30/16	251827	48.32-
BARNES, ASIA T							
Sum							48.32-
00011 BERGERON, AMY	METER DEP RF	02016551	15000615	METER DEP RFD	06/30/16	251829	48.32-
BERGERON, AMY							
Sum							48.32-
00011 D R HORTON	WTR OVRPMT R	02016559	15000633	WTR OVRPMT RFD	06/30/16	251870	31.32-
D R HORTON							
Sum							31.32-
00011 EDWARDS, CODY	METER DEP RF	02016551	15000620	METER DEP RFD	06/30/16	251878	31.32-
EDWARDS, CODY							
Sum							31.32-
00011 EVANS, JACKIE	METER DEP RF	02016551	15000630	METER DEP RFD	06/30/16	251884	31.32-
EVANS, JACKIE							
Sum							31.32-
00011 FIELDS, THOMAS	METER DEP RF	02016551	15000631	METER DEP RFD	06/30/16	251891	31.32-
FIELDS, THOMAS							
Sum							31.32-
00011 GRANTHAM, THERESA	METER DEP RF	02016551	15000613	METER DEP RFD	06/30/16	251906	31.32-
GRANTHAM, THERESA							
Sum							31.32-
00011 GRESSETT, CHLOE	METER DEP RF	02016551	15000624	METER DEP RFD	06/30/16	251909	21.64-
GRESSETT, CHLOE							
Sum							21.64-
00011 HAND, PATRICK S	METER DEP RF	02016551	15000622	METER DEP RFD	06/30/16	251913	75.00-
HAND, PATRICK S							
Sum							75.00-
00011 JACKSON, KENNETH O	METER DEP RF	02016551	15000616	METER DEP RFD	06/30/16	251935	300.00-
JACKSON, KENNETH O							
Sum							300.00-
00011 KELLY, MARIA E	METER DEP RF	02016551	15000612	METER DEP RFD	06/30/16	251940	10.00-
KELLY, MARIA E							
Sum							10.00-
00011 LAMAR PROPERTY&REALTY1	METER DEP RF	02016551	15000625	METER DEP RFD	06/30/16	251945	75.00-

LAMAR PROPERTY&REALTY1				
Sum				75.00-
00011	MAGEE, CORIE	METER DEP RF 02016551 15000626 METER DEP RFD	06/30/16 251951	31.32-

MAGEE, CORIE				
Sum				31.32-
00011	MALDONADO-JACINTO, AUREL	METER DEP RF 02016551 15000628 METER DEP RFD	06/30/16 251952	75.00-
00011	MALDONADO-JACINTO, AUREL	WTR OVRPMT R 02016550 15000635 WTR OVRPMT RFD	06/30/16 251952	18.06-

MALDONADO-JACINTO, AUREL				
Sum				93.06-
00011	MEADOWS,VONDA K	METER DEP RF 02016551 15000618 METER DEP RFD	06/30/16 251958	75.00-

MEADOWS,VONDA K				
Sum				75.00-
00011	NICHOLSON HAROLD	METER DEP RF 02016551 15000623 METER DEP RFD	06/30/16 251975	48.32-

NICHOLSON HAROLD				
Sum				48.32-
00011	OLEWSKI, MICHAEL	METER DEP RF 02016551 15000617 METER DEP RFD	06/30/16 251978	75.00-

OLEWSKI, MICHAEL				
Sum				75.00-
00011	POWELL, MAEGHAN	METER DEP RF 02016551 15000629 METER DEP RFD	06/30/16 251987	75.00-
00011	POWELL, MAEGHAN	WTR OVRPMT R 02016550 15000636 WTR OVRPMT RFD	06/30/16 251987	8.04-

POWELL, MAEGHAN				
Sum				83.04-
00011	SANCHEZ, ALEXANDER	METER DEP RF 02016551 15000621 METER DEP RFD	06/30/16 252002	41.61-

SANCHEZ, ALEXANDER				
Sum				41.61-
00011	STEPHENS, KIMIE L	METER DEP RF 02016551 15000627 METER DEP RFD	06/30/16 252022	31.32-

STEPHENS, KIMIE L				
Sum				31.32-
00011	TALIFER PROPERTIES, LLC	METER DEP RF 02016551 15000614 METER DEP RFD	06/30/16 252023	48.32-

TALIFER PROPERTIES, LLC				
Sum				48.32-
00011	THOMPSON, ADA B	WTR OVRPMT R 02016559 15000634 WTR OVRPMT RFD	06/30/16 252025	31.32-

THOMPSON, ADA B				
Sum				31.32-
00011	WILLIAMS,JOHNNIE E	METER DEP RF 02016551 15000632 METER DEP RFD	06/30/16 252053	31.32-
WILLIAMS,JOHNNIE E				
Sum				31.32-

Sum				1,324.51-

Date - 06/29/16

Vendor

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Number

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Claims
Number

Item	Description
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Check
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No.

Check
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TAX COLLECTOR'S FUND

00027 H'BURG PUBLIC SCHOOLS

6/16 MILLAGE 02016562 15000082 6/16 MILLAGE DIST 7/16

06/23/16

310988

343,205.83-

00027 H'BURG PUBLIC SCHOOLS

6/16 MILLAGE 02016562 15000083 6/16 MILLAGE DIST 7/16

06/23/16

310989

44,727.22-

H'BURG PUBLIC SCHOOLS

Sum

387,933.05-

Sum

387,933.05-

Date - 06/29/16

Date - 06/29/16

Date - 06/29/16

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

MUNICIPAL ROAD & BRIDGE

00072	CATERPILLAR FINANCIAL SE	CUST#343017	02016555	15000115	BACKHOE LEASE	PYMT DUE	6/29/16	06/21/16	110944	32,586.14-
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CATERPILLAR FINANCIAL SE

Sum

00072	JET CONSTRUCTION	EST#6	00162310	15000116	CONSTR	LONGLEAF	TRACE	PH	III	06/30/16	251937	197,445.15-
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JET CONSTRUCTION

Sum

197,445.15-

Sum

230,031.29-

00073 PINE BELT FORD INC (SEE 6007770/1	00161140 15000404 HEADLAMP REPR 2014 FORD	06/30/16	251982	101.22-
00073 PINE BELT FORD INC (SEE 6007795/1	00161587 15000406 REPR HEADLAMPS U#19552 BUS	06/30/16	251982	74.02-

PINE BELT FORD INC (SEE				175.24-
Sum				
00073 PINE BELT OIL COMPANY IN 616	00161916 15000401 FOOD TRY TRANSIT DAY 6/17/16	06/30/16	251984	245.00-

PINE BELT OIL COMPANY IN				245.00-
Sum				
00073 TOP NOTCH EMBROIDERY 2383	00161788 15000402 TEE SHIRTS TRY HUBCITY TRANS	06/30/16	252027	413.00-

TOP NOTCH EMBROIDERY				413.00-
Sum				
00073 TRUCKPRO INC 039-0309169	00161993 15000419 REPR PTS U#16234	06/30/16	252029	171.00-

TRUCKPRO INC				171.00-
Sum				
00073 VERIZON WIRELESS 9766791524	00162253 15000414 GPS ONF BUSES 6/11-7/10/16	06/30/16	252041	200.05-

VERIZON WIRELESS				200.05-
Sum				
00073 WATERS INTERNATIONAL TRU 08809158	00159818 15000408 REPRS U#18571 BUS	06/30/16	252049	6,376.85-

WATERS INTERNATIONAL TRU				6,376.85-
Sum				
00073 WHITE LENOIR, LA'KEYLAH TRAV ADVANCE 00162270 15000416 TRAV ADV TRANS SUMMIT JACKSON		06/30/16	252050	205.54-

WHITE LENOIR, LA'KEYLAH				205.54-
Sum				

Sum				48,086.79-

Date - 06/29/16

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

WATER&SEWER CONSTRUCTION FUND

00075 UTILITY SERVICE COMMUNIC 6248 7/01/16 00162307 15000070 QUARTERLY TANK INSPECTIONS

06/30/16 252038

42,404.07-

UTILITY SERVICE COMMUNIC

Sum

42,404.07-

Sum

42,404.07-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JUNE 30, 2016

Date - 06/29/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 ANDERSON RETAIL INC	120256	00160723	15000390	RUBBER THRESHOLD STRIP	06/30/16	251818	50.76-
ANDERSON RETAIL INC							
Sum							50.76-
00077 AUTO ARMATURE SERVICE IN	05281	00162375	15000391	BATTERY U#9215 COMM CNTRS	06/30/16	251822	117.95-
AUTO ARMATURE SERVICE IN							
Sum							117.95-
00077 BROWN, SHALAUNDRA (REFUN	SIGLER CENTE	02016571	15000395	DAMAGE DEPOSIT REFUND	06/30/16	251839	100.00-
BROWN, SHALAUNDRA (REFUN							
Sum							100.00-
00077 CITY OF HATTIESBURG FUND	TRF 2ND 6/16	02016557	15000384	TRF 2ND 6/16 PAYROLL	06/21/16	310986	23,186.12-
CITY OF HATTIESBURG FUND							
Sum							23,186.12-
00077 ELKINS WHOLESALE INC	280468-00	00161674	15000382	JANIT SUPP COMM CNTRS	06/30/16	251880	714.26-
00077 ELKINS WHOLESALE INC	280468-01	00161674	15000383	JANIT SUPP COMM CNTRS	06/30/16	251880	133.43-
ELKINS WHOLESALE INC							
Sum							847.69-
00077 EVANS, FANNIE (REFUND)	CULTURAL CEN	02016571	15000393	DAMAGE DEPOSIT REFUND	06/30/16	251883	150.00-
EVANS, FANNIE (REFUND)							
Sum							150.00-
00077 FAULKNER, SAMONE (REFUND	CE ROY CENTE	02016571	15000397	DAMAGE DEPOSIT REFUND	06/30/16	251887	100.00-
FAULKNER, SAMONE (REFUND							
Sum							100.00-
00077 FORREST COUNTY NAACP (RE	SHERRILL CEN	02016571	15000392	DAMAGE DEPOSIT REFUND	06/30/16	251892	100.00-
FORREST COUNTY NAACP (RE							
Sum							100.00-
00077 GADDIS, JUNE (REFUNDS)	SIGLER CENTE	02016571	15000398	DAMAGE DEPOSIT REFUND	06/30/16	251900	100.00-
GADDIS, JUNE (REFUNDS)							
Sum							100.00-
00077 HIBBLER, TRAMAIN (REFUN	CE ROY CENTE	02016571	15000396	DAMAGE DEPOSIT REFUND	06/30/16	251920	100.00-
HIBBLER, TRAMAIN (REFUN							
Sum							100.00-
00077 LUMPKIN, ARLESHA (REFUND	CE ROY CENTE	02016571	15000394	DAMAGE DEPOSIT REFUND	06/30/16	251950	100.00-
LUMPKIN, ARLESHA (REFUND							
Sum							100.00-

00077 MID SOUTH GLASS INC	0042818	00160602 15000387	FRONT DOOR REPR MCNAIR CENTER	06/30/16	251960	300.00-

MID SOUTH GLASS INC						300.00-
Sum						
00077 MS POWER COMPANY	6/16 COMM CN	00201618 15000389	MNTHLY ELEC-COMM CNTRS	06/30/16	251970	3,714.43-

MS POWER COMPANY						3,714.43-
Sum						
00077 NEWELL PAPER COMPANY	873288	00161706 15000380	JANIT SUPP COMM CNTRS	06/30/16	251974	658.74-
00077 NEWELL PAPER COMPANY	873326	00161706 15000381	JANIT SUPP COMM CNTRS	06/30/16	251974	180.00-

NEWELL PAPER COMPANY						838.74-
Sum						
00077 THYSSENKRUPP ELEVATOR CO	3002519085	00162183 15000385	MAINT 5/16-7/16 CULTURAL CNTR	06/30/16	252026	908.84-
00077 THYSSENKRUPP ELEVATOR CO	6000178849	00158332 15000388	ELEVATOR EQUIP CULTURAL CNTR	06/30/16	252026	4,991.91-

THYSSENKRUPP ELEVATOR CO						5,900.75-
Sum						
00077 USM/ (REFUNDS)	MCNAIR CENTE	02016571 15000399	DAMAGE DEPOSIT REFUND	06/30/16	252037	100.00-

USM/ (REFUNDS)						100.00-
Sum						
00077 WILLMUT GAS & OIL COMPAN	6/16 COMM CN	00201618 15000386	MNTHLY GAS-COMM CNTRS	06/30/16	252054	35.91-

WILLMUT GAS & OIL COMPAN						35.91-
Sum						

Sum						35,842.35-

CITY OF HATTIESBURG DOCKET OF CLAIMS PERIOD ENDING JUNE 30, 2016							Date	- 06/29/16
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount	
COMMUNITY DEVELOP. BLOCK GRANT								
00082 CITY OF HATTIESBURG FUND	TRF 2ND 6/16	02016557	15000144	TRF 2ND 6/16 PAYROLL	06/21/16	310987	8,818.18-	

CITY OF HATTIESBURG FUND								
Sum							8,818.18-	
00082 COMFORT SUITES-HATTIESBU	808089 26075	00158382	15000147	HOTEL D MAGEE HOME REHAB	06/30/16	251861	178.00-	

COMFORT SUITES-HATTIESBU								
Sum							178.00-	
00082 HOLLIMON CONSTRUCTION	06/21/16	00162300	15000146	308 KIMBALL DRAW #2	06/24/16	310991	10,000.00-	

HOLLIMON CONSTRUCTION								
Sum							10,000.00-	
00082 INDOFF INC	2812733	00161801	15000141	OFFICE SUPP FED/STATE PROGRAM	06/30/16	251929	405.36-	
00082 INDOFF INC	2812177	00161813	15000142	OFFICE SUPP FED/STATE PROGRAM	06/30/16	251929	273.28-	
00082 INDOFF INC	2812175	00161815	15000143	OFFICE SUPP FED/STATE PROGRAM	06/30/16	251929	189.48-	

INDOFF INC								
Sum							868.12-	
00082 STANDARD OFFICE SUPPLY C	0061671-001	00160721	15000148	OFFICE SUPP	06/30/16	252021	52.37-	
00082 STANDARD OFFICE SUPPLY C	0062965-001	00160721	15000149	OFFICE SUPP	06/30/16	252021	34.95-	

STANDARD OFFICE SUPPLY C								
Sum							87.32-	
00082 WAL-MART STORES INC	004688	00161659	15000145	SUPP HOME OWNERSHIP PROGRAM	06/30/16	252044	56.64-	

WAL-MART STORES INC								
Sum							56.64-	

Sum							20,008.26-	

Grand Total Level								
Sum							2,931,855.73-	

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, July 5, 2016

4:00 PM

Council Chambers

City Council - Amendments to the Agenda

Add Routine Agenda Item VII. - 8 at the request of the Administration as follows:

- VII. - 8** [2016-2783](#) Approve and Authorize publication of Notice of Open Forum Public Meetings to review and comment on the draft Statewide Transportation Improvement Plan (STIP) and the local Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization Transportation Improvement Plan (TIP).

Attachments: [TIP-STIP Public Meeting Flyer](#)



City of Hattiesburg, MS

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

Master

File Number: 2016-2783

File ID: 2016-2783

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 07/01/2016

Brief Title: Notice of Public Meeting - STIP/TIP

Final Action:

Minute Book Number: MB2016-168

Title:

Approve and Authorize publication of Notice of Open Forum Public Meetings to review and comment on the draft Statewide Transportation Improvement Plan (STIP) and the local Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization Transportation Improvement Plan (TIP).

Notes:

Sponsors:

Enactment Date:

Attachments: TIP-STIP Public Meeting Flyer

Enactment Number:

Contact:

Meeting Date: 07/05/2016

Drafter: Anita Bratcher

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/05/2016					
1	City Council - Amendments to the Agenda	07/05/2016					

Text of Legislative File 2016-2783

Title

Approve and Authorize publication of Notice of Open Forum Public Meetings to review and comment on the draft Statewide Transportation Improvement Plan (STIP) and the local Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization Transportation Improvement Plan (TIP).

Summary

Notice of Public Meetings - STIP/TIP

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Hattiesburg American and Clarion Ledger - Thursday, July 7th and Thursday, July 14th



Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization

OPEN FORUM PUBLIC MEETING

The Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization Policy Committee in conjunction with the Mississippi Department of Transportation is hosting open house public meetings to allow review and comment on the Draft Statewide Transportation Improvement Plan (STIP) and the local Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization Transportation Improvement Plan (TIP). The STIP and TIP is a four-year listing of planned transportation improvement activities statewide and in the Hattiesburg Urbanized Area. In addition, this public notice will serve to fulfill the public participation requirements under FTA Section 5307 Program Projects for the City of Hattiesburg's Hub City Transit (HCT) system.

Meeting locations and times as follows:

Monday, July 25, 2016, 4 – 6 p.m.

Breland Community Center, 79 Jackson Road, Hattiesburg, MS

Tuesday, July 26, 2016, 4 – 6 p.m.

The Hattiesburg Historic Train Depot, 308 Newman Street, Hattiesburg, MS

During the meetings, individuals will be able to review the draft at their leisure and speak with MDOT and HPFL-MPO representatives. Engineers from each LPA will be present and making presentations at the beginning.

The HPFL-MPO Transportation Improvement Plan is also available for review and comment on the internet at <http://www.hattiesburgms.com/html/download.html> or www.GoMDOT.com and in the HPFL-MPO Offices at the Hattiesburg Intermodal Facility (Train Depot). Individuals who do not have the use of a computer are encouraged to visit their local public library for access to the World Wide Web. If you prefer, you may call HPFL-MPO at (601) 545-6259 to request a copy of the draft plan.

The Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization adheres to the Americans with Disability Act and will make reasonable modifications for access to their meetings upon request. Request must be received at least two days in advance upon any meeting in order to allow the MPO time to provide requested services. If you have any additional questions, please contact Calvin Russell, MPO Manager 601.545.6259.