

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, November 3, 2015

5:00 PM

Council Chambers

City Council

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

for the October 5, 6, 9, 19, 20 and 26, 2015, City Council meetings.

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

- VI.-1** [2015-2240](#) Adopt Resolution for final approval of Motor Vehicle Assessment Schedule for Fiscal Year 2015-2016 and authorize publication of same.

Attachments: [2015-2016 Motor Vehicle Resolution](#)
[executed 2015-2016 Motor Vehicle Resolution RES#2015-131](#)

- VI.-2** [2015-2228](#) Adopt a resolution appointing Natasha Thomas as Deputy Municipal Clerk and Deputy Municipal Registrar effective November 3, 2015.

Attachments: [Oath - Natasha Thomas](#)
[Resolution - Natasha Thomas](#)
[executed Resolution - Natasha Thomas RES#2015-132](#)

- VI.-3** [2015-356](#) Adopt a Resolution authorizing Requisition No. 38 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 Requisition No. 38](#)
[executed 2013 Bond Requisition No. 38 RES#2015-133](#)

- VI.-4** [2015-2231](#) Adopt a Resolution authorizing the lease purchase of public buildings and related facilities (The Project), under the terms and provisions of Sections 31-8-1 ET SEQ., of the Mississippi Code of 1972, as amended; approving the issuance of certificates of participation(Hattiesburg , Mississippi Lease Purchase Project), Series 2015 (The Certificates), in an amount not to exceed Five Million Three Hundred Thousand Dollars(\$5, 300,000); Authorizing and approving the forms of a purchase contract, a ground lease, a lease and option to purchase, an assignment agreement and a trust agreement in connection with the project and the issuance of the certificates; approving the appointment of Duncan-Williams, Inc, Memphis Tennessee, as underwriter of the certificates; authorizing certain action by City Officials; and other related purposes.

Attachments: [Hattiesburg MS COPS 2015 \(Phase I\) \(151960\) - Form of POS 28239418 1](#)
[Hattiesburg MS COPS 2015 \(Phase I\) \(151960\) - Form of Assignment Agreeeme](#)
[Hattiesburg MS COPS 2015 \(Phase I\) \(151960\) - Form of Lease and Option to l](#)
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[Hattiesburg MS COPS 2015 \(Phase I\) \(151960\) - Form of Trust Agreement 282](#)
[Hattiesburg MS COPS 2015 \(Phase I\) \(151960\) -Form of Ground Lease 28239](#)
[Resolution-Pub Purchase](#)
[executed Resolution-Pub Purchase RES#2015-134](#)

- VI.-5** [2015-2244](#) Authorize Mayor to execute in duplicate Contract for Engineering Design Services for development of construction plans including field surveys, to obtain right-of-way acquisition maps and descriptions and complete constructions construction engineering services with The Walker and Associates, for construction of improvements along U.S. Highway 49 in vicinity of Forrest General Hospital and improvements to Camp Street & Adeline Street in Midtown area of Hattiesburg, Mississippi.

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

- VI.-6** [2015-2239](#) Approve the purchase of a parcel of property located at 300 Klondyke Street(Forrest County Tax Parcel 2-030M-11-047.00, PPIN 21234) from Russell & Associates Leasing, Bill Russell owner, in the amount of \$12,453.48; Authorize the issuance of a manual check for the closing of transaction.

Attachments: [Apraisal](#)
[Deed Hattiesburg Grocery 10.23.15](#)
[Donation Agreement HG Amended 10.30.15](#)

- VI.-7** [2015-2229](#) Approve property acquisitions per attachment for Tax Parcel No. 2-029K-09-224.00 for Safe Routes to School - Hawkins Elementary Project SRSP7207-00(004)LPA/106877-701000; Authorize the issuance of a manual check to Jackson & Arrington Escrow Account for closing of transactions totaling Eight Thousand Nine Hundred Sixty and no/100 Dollars (\$ 8,960.00).

Attachments: [SRTS-HAWKINS PROPERTY ACQUISITIONS](#)

[James Donald, Jr.](#)
[Lawanda Donald](#)
[Edna McKinley](#)
[Sandra Henderson](#)
[James A. Donald](#)
[Thomas Donald, Jr.](#)
[Kenneth Donald](#)
[Glen P. Donald](#)
[Phillip C. Donald](#)
[Gary W. Donald](#)
[Carlos Donald](#)
[Deborah Washington](#)
[Frederick Conner](#)
[Emma Donald, et al](#)

- VI.-8** [2015-2214](#) Take from the Table and Approve or Deny changes to wages and salaries proposed in accordance with ordinance 3154 Section III-H, as detailed in the attached worksheet.

Attachments: [Wages and Salaries 10-20-15](#)
[Wages and Salaries 10-20-15.doc revised](#)

- VI.-9** [2015-2243](#) Approve or Deny changes to wages and salaries proposed in accordance with ordinance 3154 Section III-H, as detailes in the attached worksheet.

Attachments: [Spreadsheet, Wages and Salary Requests](#)
[1. Detail Sheet, J. Arnold 11-3-15](#)
[2. Detail Sheet - C. Young 11-3-15](#)
[3. Detail Sheet, G. Essary 11-3-15](#)

- VI.-10** [2015-2221](#) Authorize Mayor to execute duplicate agreements between the City of Hattiesburg and Southern Pines Animal Shelter for the housing and shelter of stray and unwanted animals picked up by the City of Hattiesburg for the 2015-2016 fiscal year, beginning October 1, 2015.

Attachments: [2015 Southern Pines Animal Shelter Hattiesburg Service Contract](#)
[hattiesburg_contract_letter_2015](#)
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- VI.-11** [2015-2234](#) Authorize application to the U.S. Department of Transportation - Federal Aviation Administration for a grant for Preliminary Taxiway Design, Land Acquisition and Approach Lighting of the Bobby L. Chain Municipal Airport; Authorize Mayor to execute multiple originals of preapplication and application.

Attachments: [HBG 2016 Pre App](#)
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- VI.-12** [2015-2230](#) Approve and Authorize execution of two copies of a Joint-Funding Agreement for the period of October 1, 2015 - September 30, 2016 to continue the cooperative program between the U.S. Geological Survey (USGS) and the City of Hattiesburg for the operation and maintenance of the Bouie River Flood Monitoring Site at Glendale Avenue, and for hydrologic modeling and development of inundation maps for the Leaf River, with total cost to the city of \$5,865.00.

Attachments: [USGS joint funding agreement](#)
[executed USGS joint funding agreement](#)

VII. ROUTINE AGENDA

- VII.-1** [2015-2215](#) Acknowledge donation from Dixie Pipeline Company, LLC, in the amount of Two Hundred Fifty Dollars and zero cents (\$250.00) to the City of Hattiesburg Fire Department to be placed in the Municipal Fire Protection Fund to purchase fire protection equipment, etc.

Attachments: [Dixie Pipeline Donation Check 2015](#)

- VII.-2** [2015-2242](#) Approve the sale of one (1) grave space located at the South Half (S1/2) of the Northwest Quarter(NW1/4) Lot 47, Section 28; of the Highland Cemetery, in the amount of \$175.00 to James Steven Mitchell (executor) and Elizabeth Mona Mitchell; authorize manual check for the same.

Attachments: [Mitchell-Documents](#)

- VII.-3** [2015-2225](#) Approve the purchase of three(3) grave spaces located at the (S1/2) South Half (NW1/4) Northwest Quarter; Lot 34 Section 24; (2) North Half (N1/2)- Northwest Quarter (NW1/4) Lot 34 Section 24 (3) South Half(S1/2) Southwest Quarter (SW1/4) Lot 23 Section 24, all located in the Highland Cemetery, in the amount of \$ 525.00 to Carol Kelly, authorize manual check for the same.

Attachments: [Kelly- Supporting Documents](#)

- VII.-4** [2015-2232](#) Approve the sale of grave spaces, per attached memo.

Attachments: [Grave receipts-11-3-15](#)
 [Grave Deeds- 11-3-15](#)
 [executed Grave Deeds- 11-3-15](#)

- VII.-5** [2015-2227](#) Approve and authorize issuance of manual checks for HOME Program Claims per attached memorandum. {Entitlement}

Attachments: [HOME Supporting Docs](#)

- VII.-6** [2015-2224](#) Approve claims docket for the period ending October 31, 2015.

Attachments: [DOCKET 15.10-31](#)
 [ADDENDUM TO THE 11-3-15 CLAIMS DOCKET](#)

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*200 Forrest St.
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City of Hattiesburg, MS

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

Master

File Number: 2015-2240

File ID: 2015-2240

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 10/27/2015

Brief Title: Adoption of Motor Vehicle Assessment Schedule

Final Action: 11/03/2015

Minute Book Number: MB2015-326

Title:

Adopt Resolution for final approval of Motor Vehicle Assessment Schedule for Fiscal Year 2015-2016 and authorize publication of same.

Notes:

Sponsors:

Enactment Date:

Attachments: 2015-2016 Motor Vehicle Resolution, executed
2015-2016 Motor Vehicle Resolution RES#2015-131

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	11/03/2015	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt Resolution for final approval of Motor Vehicle Assessment Schedule for Fiscal Year 2015-2016 and authorize publication of same.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2015-2240

Title

Adopt Resolution for final approval of Motor Vehicle Assessment Schedule for Fiscal Year

2015-2016 and authorize publication of same.

Summary

Resolution adopting Motor Vehicle Assesment Schedule.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

FINAL APPROVAL OF MOTOR VEHICLE ASSESSMENT
SCHEDULE FOR FISCAL YEAR 2015-2016

WHEREAS, on October 6, 2015, the Mayor and Council of the City of Hattiesburg, Mississippi, in accordance with the provisions of the Motor Vehicle Ad Valorem Tax Act of 1958, and Chapter 473 of the Laws of 1960, otherwise designated as Sections 27-51-1 through 27-51-49, inclusive, of the Mississippi Code of 1972, Annotated as Amended, considered the Motor Vehicle Assessment Schedule adopted by the Mississippi State Tax Commission for the fiscal year 2015-2016 by Order appearing in Minute Book 2015 at page(s)299 as the motor vehicle assessment schedule for the City of Hattiesburg, Mississippi, subject to any objections filed by any interested taxpayer; and

WHEREAS, the Mayor and Council of said City find, determine and adjudge that they have heretofore given and caused to be published in the Hattiesburg American, a newspaper published in the City of Hattiesburg and having a general circulation therein, a Certified Copy of the Order adopting said Schedule; and

WHEREAS, the Mayor and Council of the City do further find, determine and adjudge that the Proof of Publication of the aforesaid Notice to Taxpayers has been received and filed with the City Clerk and is now on file in the clerk's office; and

WHEREAS, the time having arrived for hearing all written protest to said motor vehicle assessment schedule, and the Mayor and Council do now find, determine and adjudge that no protests or objections have been filed as appearing Minute Book 2015 at page(s) 299.

NOW, **THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Hattiesburg, Mississippi that the said Motor Vehicle Assessment Schedule of the City of Hattiesburg for the fiscal year 2015-16, as provided by Section 27-51-1 through 27-51-49, inclusive, Mississippi Code of 1972, Annotated as Amended.

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 President thereby declared the motion carried and the Resolution adopted, this the 3rd day of November, 2015.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd day of November, 2015.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

RESOLUTION

FINAL APPROVAL OF MOTOR VEHICLE ASSESSMENT SCHEDULE FOR FISCAL YEAR 2015-2016

WHEREAS, on October 6, 2015, the Mayor and Council of the City of Hattiesburg, Mississippi, in accordance with the provisions of the Motor Vehicle Ad Valorem Tax Act of 1958, and Chapter 473 of the Laws of 1960, otherwise designated as Sections 27-51-1 through 27-51-49, inclusive, of the Mississippi Code of 1972, Annotated as Amended, considered the Motor Vehicle Assessment Schedule adopted by the Mississippi State Tax Commission for the fiscal year 2015-2016 by Order appearing in Minute Book 2015 at page(s) 299 as the motor vehicle assessment schedule for the City of Hattiesburg, Mississippi, subject to any objections filed by any interested taxpayer; and

WHEREAS, the Mayor and Council of said City find, determine and adjudge that they have heretofore given and caused to be published in the Hattiesburg American, a newspaper published in the City of Hattiesburg and having a general circulation therein, a Certified Copy of the Order adopting said Schedule; and

WHEREAS, the Mayor and Council of the City do further find, determine and adjudge that the Proof of Publication of the aforesaid Notice to Taxpayers has been received and filed with the City Clerk and is now on file in the clerk's office; and

WHEREAS, the time having arrived for hearing all written protest to said motor vehicle assessment schedule, and the Mayor and Council do now find, determine and adjudge that no protests or objections have been filed as appearing Minute Book 2015 at page(s) 299.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Hattiesburg, Mississippi that the said Motor Vehicle Assessment Schedule of the City of Hattiesburg for the fiscal year 2015-16, as provided by Section 27-51-1 through 27-51-49, inclusive, Mississippi Code of 1972, Annotated as Amended.

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:

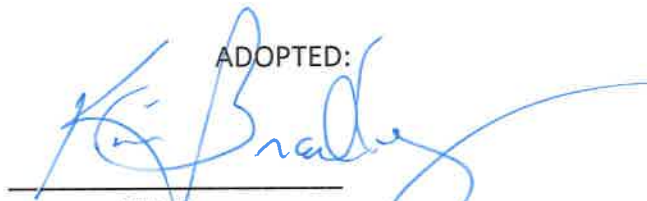
The President thereby declared the motion carried and the Resolution adopted, this the 3rd day of November, 2015.

(SEAL)

ATTEST:

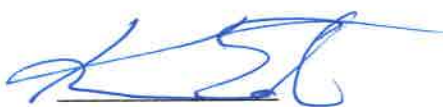

CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd day of November, 2015.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2015-2228

File ID: 2015-2228

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 10/23/2015

Brief Title: Appointment of Deputy Municipal Clerk

Final Action: 11/03/2015

Minute Book Number: MB2015-326

Title:

Adopt a resolution appointing Natasha Thomas as Deputy Municipal Clerk and Deputy Municipal Registrar effective November 3, 2015.

Notes:

Sponsors:

Enactment Date:

Attachments: Oath - Natasha Thomas, Resolution - Natasha Thomas, executed Resolution - Natasha Thomas
RES#2015-132

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	11/03/2015	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt a resolution appointing Natasha Thomas as Deputy Municipal Clerk and Deputy Municipal Registrar effective November 3, 2015.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2015-2228

Title

Adopt a resolution appointing Natasha Thomas as Deputy Municipal Clerk and Deputy

Municipal Registrar effective November 3, 2015.

Summary

Appointment of Deputy Municipal Clerk.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

STATE OF MISSISSIPPI)
COUNTY OF FORREST AND LAMAR)
CITY OF HATTIESBURG)

OATH OF OFFICE

I, Natasha Thomas, DO SOLEMNLY SWEAR THAT I WILL FAITHFULLY SUPPORT THE CONSTITUTION OF THE UNITED STATES OF AMERICA AND THE CONSTITUTION OF THE STATE OF MISSISSIPPI, AND OBEY THE LAWS THEREOF; THAT I AM NOT DISQUALIFIED FROM HOLDING THE OFFICE OF DEPUTY MUNICIPAL CLERK FOR THE FOR THE CITY OF HATTIESBURG, MISSISSIPPI; THAT I WILL FAITHFULLY DISCHARGE THE DUTIES OF THE OFFICE OF DEPUTY MUNICIPAL CLERK OF SAID CITY, UPON WHICH I AM ABOUT TO ENTER.

SO HELP ME GOD.

DEPUTY MUNICIPAL CLERK

SWORN TO AND SUBSCRIBE BEFORE ME, THIS THE ____ OF _____, A.D., 2015.

MAYOR

RESOLUTION

**RESOLUTION FOR APPOINTING DEPUTY MUNICIPAL CLERK, AND
DEPUTY MUNICIPAL REGISTRAR FOR THE CITY OF HATTIESBURG**

WHEREAS, the Council recognizes the need to appoint a Deputy Municipal Clerk and Deputy Municipal Registrar ; and

WHEREAS, the Council desires the administration of the City to continue to operate its routine functions.

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

Section 1. That Natasha Thomas be appointed as Deputy Municipal Clerk and Deputy Municipal Registrar effective November 3, 2015 until further ordered.

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 _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 3rd day of November, 2015.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd day of November, 2015.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

RESOLUTION

**RESOLUTION FOR APPOINTING DEPUTY MUNICIPAL CLERK, AND
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Dryden
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NAYS: None

The President thereby declared the motion carried and the Resolution adopted, this the 3rd day of November, 2015.

(S E A L)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd day of November, 2015.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



City of Hattiesburg, MS

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File Number: 2015-356

File ID: 2015-356

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Version: 1

Reference:

In Control: City Council

File Created: 10/27/2015

Brief Title: Project Resolution Requisition No. 38 - 2013 Bonds

Final Action: 11/03/2015

Minute Book Number: MB2015-326

Title:

Adopt a Resolution authorizing Requisition No. 38 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 Requisition No. 38, executed 2013 Bond Requisition No. 38 RES#2015-133

Enactment Number:

Contact:

Meeting Date: 11/03/2015

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	11/03/2015	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. 38 from the Project Fund Construction Account in connection with certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2015-356

Title

Adopt a Resolution authorizing Requisition No. 38 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. 38 - 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. 38 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. 38 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. 38 from the Project Fund Construction Account under the Loan in the total aggregate amount of \$ 986,978.57 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. 38 from the Project Fund Construction Account under the Loan in the total aggregate amount of **Nine Hundred Eighty-six Thousand Nine Hundred Seventy-eight and 57/100 Dollars (\$ 986,978.57)** 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. 38 in the total aggregate amount of **Nine Hundred Eighty-six Thousand Nine Hundred Seventy-eight and 57/100 Dollars (\$ 986,978.57)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the resolution adopted, this the **3rd day of November, 2015.**

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **3rd day of November, 2015.**

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.: 38

DATE OF REQUISITION: 11/3/2015

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.6015	\$ 289,876.95	18753	Inflow and Infiltration (I/I) Study - Phase I Task Order 3 Period: Aug 22 - Sept 21, 2015 MB 2015-49 SDW 11202
2	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	\$ 9,800.00	1030630-01	WWTP Access Road & Site Design Task 8 Environmental Review Document - Ph 1 Period: Sept. 1 - Sept. 30, 2015 MB 2015-158 NS 12273.002
3	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	\$ 523.80	1030630-02	WWTP Access Road & Site Design Task 8 Permitting Ph 2 Period: Sept. 1 - Sept. 30, 2015 MB 2015-158 NS 12273.002

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
4	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	\$ 11,544.00	1030630-03	WWTP Access Road & Site Design Task 8 Survey & Acquisition Assistance - Ph 3 Period: Sept. 1 - Sept. 30, 2015 MB 2015-158 NS 12273.002
5	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	\$ 1,285.65	1030630-04	WWTP Access Road & Site Design Task 8 Geotechnical Investigation - Ph 4 Period: Sept. 1 - Sept. 30, 2015 MB 2015-158 NS 12273.002
6	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	\$ 19,300.00	1030630-05	WWTP Access Road & Site Design Task 8 Site Access Road & Bridge Design - Ph 5 Period: Sept. 1 - Sept. 30, 2015 MB 2015-158 NS 12273.002
7	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	\$ 1,250.00	1030630-07	WWTP Access Road & Site Design Task 8 Site Clearing & Grading Design - Ph 7 Period: Sept. 1 - Sept. 30, 2015 MB 2015-158 NS 12273.002
8	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	\$ 12,698.17	1030631-01	WWTP Land App Mgt Task 9 Acquisition Asst - Ph 1 Period: Sept. 1 - Sept. 30, 2015 MB 2015-218-219 NS 12273.003
9	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	\$ 640,700.00	1030867	WWTP Final Design Task 7 Phase B Period: Sept 1 - Sept. 30, 2015 MB 2015-255 NS 12273.004
			<u><u>\$ 986,978.57</u></u>		



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

October 19, 2015
Project No: 11202
Invoice No: 18753

Project Manager John Weeks

Project 11202 I/I Study

Professional Services from August 22, 2015 to September 21, 2015

Phase 01 I/I Study

Task 03 Task Order #3

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Pay Request No. 1	44,991.82	100.00	44,991.82	44,991.82	0.00
Pay Request No. 2	5,156.91	100.00	5,156.91	5,156.91	0.00
Pay Request No. 3	62,926.60	100.00	62,926.60	62,926.60	0.00
Pay Request No. 4	109,894.02	100.00	109,894.02	109,894.02	0.00
Pay Request No. 5	275,026.88	100.00	275,026.88	275,026.88	0.00
Pay Request No. 6	289,876.95	100.00	289,876.95	0.00	289,876.95
Total Fee	787,873.18		787,873.18	497,996.23	289,876.95
Total Fee					289,876.95
Total this Task					\$289,876.95
Total this Phase					\$289,876.95
Total this Invoice					\$289,876.95

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

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

105695, 6015
2015-49

LL

CITY OF HATTIESBURG
PROJECT NO. 11202 - SEWER SYSTEM EVALUATION SURVEY (SSES)

TASK ORDER #3
PAY REQUEST NO. 6
From 08/22/2015 - 09/21/2015

Item No.	Service Description	This Period	Total	Price	Extension
SECTION 2000 FLOW MONITORING SERVICES					
2000.01	Temporary Flow Monitoring - Turn-Key Study w/Report - 60 Day Study			\$ 5,225.00	\$ -
2000.02	Temporary Flow Monitoring - 30 Day Extension			\$ 2,310.00	\$ -
2000.03	Temporary Rain Gauge - Turn-Key Study w/Report - Based on 60 Day Study			\$ 1,650.00	\$ -
2000.04	Temporary Rain Gauge - 30 Day Extension			\$ 660.00	\$ -
2000.05	Pump Station Evaluation - Monitoring & Pump Conformations			\$ 1,650.00	\$ -
2000.06	Long-Term Flow Monitor Installation			\$ 2,750.00	\$ -
2000.07	Long-Term Flow Monitor Maintenance, Calibration & Reporting - Per Mo.			\$ 1,265.00	\$ -
2000.08	Long-Term Rain Gauge Installation			\$ 1,045.00	\$ -
2000.09	Long-Term Rain Gauge Maintenance, Calibration & Reporting - Per Mo.			\$ 330.00	\$ -
2000.10	Night Flow Isolation			\$ 357.50	\$ -
SECTION 3000 SMOKE TESTING					
3000.01	Smoke Testing (Including Data Management)			\$ 0.50	\$ -
SECTION 4000 MANHOLE SERVICES					
4000.01	3D MH Condition Assessment w/Internal Images and GPS Data Collection			\$ 104.50	\$ -
4000.02	Structural Manhole Condition Assessment w/Internal Images			\$ 88.00	\$ -
4000.03	Removal of Stabilized Debris	2	8	\$ 220.00	\$ 1,760.00
4000.04	Manhole Inspection Data Management			\$ 4.40	\$ -
SECTION 5000 SANITARY SEWER LINE CLEANING					
5000.01	Standard Cleaning 6" Sanitary Sewer	19648.2	35005.2	\$ 1.50	\$ 52,507.80
5000.02	Standard Cleaning 8" Sanitary Sewer	40522	145123.7	\$ 1.60	\$ 232,197.92
5000.03	Standard Cleaning 10" Sanitary Sewer	5684	20084.6	\$ 1.82	\$ 36,553.97
5000.04	Standard Cleaning 12" Sanitary Sewer	4629	7971.7	\$ 2.20	\$ 17,537.74
5000.05	Standard Cleaning 15" Sanitary Sewer	6487.7	9648.5	\$ 3.30	\$ 31,840.05

5000.06	Standard Cleaning 18" Sanitary Sewer	949.8	4147.2	\$	6.60	\$	27,371.52
5000.07	Standard Cleaning 21" Sanitary Sewer		59.6	\$	7.70	\$	458.92
5000.08	Standard Cleaning 24" Sanitary Sewer	908	908	\$	8.80	\$	7,990.40
5000.09	Standard Cleaning 27" Sanitary Sewer		0	\$	9.90	\$	-
5000.10	Standard Cleaning 30" Sanitary Sewer		0	\$	13.20	\$	-
5000.11	Standard Cleaning 36" Sanitary Sewer		0	\$	16.50	\$	-
5000.12	Protruding Tap Cutting	6	7	\$	220.00	\$	1,540.00

SECTION 6000 ROOT/GREASE CUTTING

6000.01	Root/Grease Cutting in 6" - 12" Sanitary Sewer	2275	2430.7	\$	1.32	\$	3,208.52
6000.02	Root/Grease Cutting in 15" - 21" Sanitary Sewer	258.2	258.2	\$	2.20	\$	568.04
6000.03	Root/Grease Cutting in 24" - 36" Sanitary Sewer		0	\$	3.85	\$	-

SECTION 7000 CLOSED CIRCUIT TELEVISION INSPECTION

7000.01	CCTV Inspection <21" Sewer Pipe	72275.1	208396.1	\$	1.38	\$	287,586.62
7000.02	CCTV Inspection 21" - 36" Sewer Pipe	909	909	\$	2.20	\$	1,999.80
7000.03	CCTV Inspection of Service Laterals w/GPS Data Collection		0	\$	247.50	\$	-
7000.04	Additional Set Up	75	186	\$	220.00	\$	40,920.00
7000.05	CCTV Inspection Data Management	73184.1	209305.1	\$	0.17	\$	35,581.87

SECTION 8000 SPECIALTY INSPECTION

8000.01	Sonar/CCTV Inspection of 18" - 36" Sewer Line			\$	5.50	\$	-
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SECTION 9000 BYPASS PUMPING

9000.01	Setup of 3"-4" Bypass Pump			\$	770.00	\$	-
9000.02	Setup of 6" Bypass Pump			\$	1,650.00	\$	-
9000.03	Setup of 8" Bypass Pump			\$	2,200.00	\$	-
9000.04	Operation of 3"-4" Bypass Pump			\$	44.00	\$	-
9000.05	Operation of 6" Bypass Pump			\$	71.50	\$	-
9000.06	Operation of 8" Bypass Pump			\$	99.00	\$	-

SECTION 10000 MISCELLANEOUS FIELD SERVICES

10000.01	Traffic Flagman	19	20	\$	49.50	\$	990.00
10000.02	Cleaning Wet Wells			\$	467.50	\$	-
10000.03	Dye Testing			\$	440.00	\$	-

10000.04	Combination Cleaning Truck w/Operator & Helper <10,000 LF (Min 8 Hrs)	8	24	\$	302.50	\$	7,260.00
10000.05	CCTV Inspection Unit w/Operator & Helper <10,000 LF (Min 8 Hrs)			\$	192.50	\$	-
10000.06	Rehabilitation Recommendations			\$	0.30	\$	-

SECTION 11000 CHEMICAL ROOT TREATMENT

11000.01	Chemical Root Treatment 6" - 8" Sanitary Sewer			\$	1.75	\$	-
11000.02	Chemical Root Treatment 10" Sanitary Sewer			\$	1.94	\$	-
11000.03	Chemical Root Treatment 12" Sanitary Sewer			\$	2.11	\$	-
11000.04	Chemical Root Treatment 15" Sanitary Sewer			\$	3.00	\$	-

SECTION 12000 ACOUSTIC PIPE INSPECTION

12000.01	Acoustic Pipe Inspection of Sanitary Sewer			\$	0.30	\$	-
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SECTION 13000 ELECTROSCAN

13000.01	Electroscan of Sanitary Sewer			\$	4.40	\$	-
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TOTALS							\$ 787,873.17
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Less Previous \$ 497,996.23
Total Due \$ 289,876.95



October 23, 2015

Project No: NS.12273.002

Invoice No: 1030630-01

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P O Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.002 City of Hattiesburg – General Consulting – Task #8 – WWTP Access Road & Site Design
Professional Services from September 01, 2015 to September 30, 2015

Phase 001 **Environmental Review Document**
Fee

Total Fee 55,000.00

Percent Complete

42.09

Total Earned

23,150.00

Previous Fee Billing

13,350.00

Current Fee Billing

9,800.00

Total Fee

9,800.00

Total this Invoice

\$9,800.00

105695.6015

2015-158

LP



October 23, 2015

Project No: NS.12273.002

Invoice No: 1030630-02

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.002 City of Hattiesburg – General Consulting – Task #8 – WWTP Access Road & Site Design

Professional Services from September 01, 2015 to September 30, 2015

Phase 002 Permitting

Professional Personnel

	Hours	Rate	Amount	
Graduate Engineer				
Moffett, Andreas	1.00	65.31	65.31	
Assistant Engineer Manager				
Pittman, Charles	3.00	152.83	458.49	
Totals	4.00		523.80	
Total Labor				523.80

Total this Invoice \$523.80

105695.6015
2015-158



October 23, 2015

Project No: NS.12273.002

Invoice No: 1030630-03

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.002 City of Hattiesburg – General Consulting – Task #8 – WWTP Access Road & Site Design
Professional Services from September 01, 2015 to September 30, 2015

Phase 003 Survey & Acquisition Assistance

Consultants

Sub Consultants	(SOL Engineering)	11,544.00	
Total Consultants	1.0 times	11,544.00	11,544.00

Total this Invoice \$11,544.00

105695.6015
2015-158

LR



October 23, 2015

Project No: NS.12273.002

Invoice No: 1030630-04

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.002 City of Hattiesburg – General Consulting – Task #8 – WWTP Access Road & Site Design
Professional Services from September 01, 2015 to September 30, 2015

Phase 004 Geotechnical Investigation

Professional Personnel

	Hours	Rate	Amount
Assistant Engineer Manager			
Pittman, Charles	1.00	152.83	152.83
Project Manager			
Schreiner, Barton	6.50	122.24	794.56
Senior Project Manager			
Volk, Michael	2.00	169.13	338.26
Totals	9.50		1,285.65
Total Labor			1,285.65

Total this Invoice \$1,285.65

105695.6015
2015-158



October 23, 2015

Project No: NS.12273.002

Invoice No: 1030630-05

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P O Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.002 City of Hattiesburg – General Consulting – Task #8 – WWTP Access Road & Site Design
Professional Services from September 01, 2015 to September 30, 2015

Phase 005 Site Access Road & Bridge Design
Fee

Total Fee 105,000.00

Percent Complete

79.47

Total Earned

83,450.00

Previous Fee Billing

64,150.00

Current Fee Billing

19,300.00

Total Fee

19,300.00

Total this Invoice

\$19,300.00

105695.6015
2015-158

LR



October 23, 2015

Project No: NS.12273.002

Invoice No: 1030630-07

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P O Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.002 City of Hattiesburg – General Consulting – Task #8 – WWTP Access Road & Site Design
Professional Services from September 01, 2015 to September 30, 2015

Phase	007	Site Clearing & Grading Design
Fee		
Total Fee	95,000.00	
Percent Complete	20.78	
	Total Earned	19,750.00
	Previous Fee Billing	18,500.00
	Current Fee Billing	1,250.00
	Total Fee	1,250.00

Total this Invoice \$1,250.00

105695.6015
2015-158

LA



October 23, 2015

Project No: NS.12273.003

Invoice No: 1030631-01

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 September 01, 2015 to September 30, 2015

Phase 001 Acquisition Assistance

Professional Personnel

	Hours	Rate	Amount
Administrative Services Manager			
Nobles, Jennifer	4.00	68.44	273.76
Assistant Engineer Manager			
Pittman, Charles	8.00	152.83	1,222.64
Engineering Technician IV			
Furr, Patrick	3.00	81.61	244.83
Administrative Secretary			
Jones, Jill	4.50	52.49	236.21
Assistant Engineer Manager			
Jones, Chris	16.00	157.09	2,513.44
Engineer Manager			
Husman, Nathaniel	45.50	180.38	8,207.29
Totals	81.00		12,698.17
Total Labor			12,698.17

Total this Invoice \$12,698.17

105695.6015
2015-218-219

LN



October 23, 2015

Project No: NS.12273.004

Invoice No: 1030867

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P O Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.004 City of Hattiesburg – WWTP Final Design
Professional Services from September 01, 2015 to September 30, 2015

Fee

Total Fee	3,700,000.00		
Percent Complete	17.31	Total Earned	640,770.00
		Previous Fee Billing	0.00
		Current Fee Billing	640,770.00
		Total Fee	640,770.00

Total this Invoice \$640,700.00

105695.6015
2015-255

CR



City of Hattiesburg
2013 Sewer & Water Bond
Summary of Payments
As of November 3, 2015

Project Name	Payments by Project This Requisition	Payments to Date from This Bond
1500 GPM Water Well @ Plant No 1		16,525.00
18" Sewer Trunk Lines		1,395,321.16
Clear Sewer ROW & Easements		28,222.50
Comprehensive Sanitary Sewer Study Task 1		6,300.00
Construction of Drying Bed at North Lagoon		18,000.00
Hwy 98 Booster Station		43,522.75
Hwy 98 Elevated Water Tank		113,226.30
Hwy 98 Fire Lines		48,652.50
Inflow and Infiltration Study	289,876.95	2,791,367.90
James St Water Well # 3		407,189.04
No-Discharge Wastewater Treatment System		292,127.60
NS Task 7 Wastewater Treatment Phase A		3,271,830.52
NS Task 7 WWTP Phase B Final Design	640,700.00	640,700.00
NS Task 8 WWTP Access Road & Site Design	43,703.45	223,907.40
NS Task 9 WWTP Land Application Mgt	12,698.17	17,648.22
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		598,235.39
Veteran's Blvd Water Connector		1,469,427.68
Water Improvements Ph I		115,051.65
Water Improvements Ph II		216,839.33
Water Improvements Ph III		163,236.83
Water Improvements Ph IV		69,057.50
Water Improvements Ph V		2,395.00
Water Line Old 98 & Runnels Rd		271,750.35
Wesley Water Well # 2		17,277.50
WTP #2 Filter #6 Repairs		97,560.90
Grand Total	986,978.57	13,377,953.11

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. 38 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. 38 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.

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Whereas, the City Council of the City now finds it necessary to approve Requisition No. 38 from the Project Fund Construction Account under the Loan in the total aggregate amount of \$ 986,978.57 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. 38 from the Project Fund Construction Account under the Loan in the total aggregate amount of **Nine Hundred Eighty-six Thousand Nine Hundred Seventy-eight and 57/100 Dollars (\$ 986,978.57)** 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. 38 in the total aggregate amount of **Nine Hundred Eighty-six Thousand Nine Hundred Seventy-eight and 57/100 Dollars (\$ 986,978.57)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

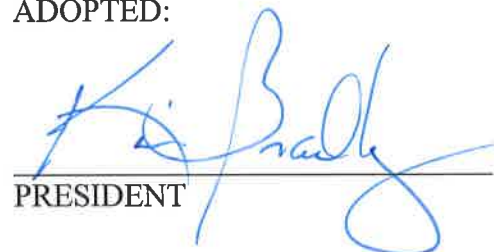
The President thereby declared the motion carried and the resolution adopted, this the **3rd day of November, 2015.**

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **3rd day of November, 2015.**


CITY CLERK


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.: 38

DATE OF REQUISITION: 11/3/2015

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.6015	\$ 289,876.95	18753	Inflow and Infiltration (I/I) Study - Phase I Task Order 3 Period: Aug 22 - Sept 21, 2015 MB 2015-49 SDW 11202
2	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	\$ 9,800.00	1030630-01	WWTP Access Road & Site Design Task 8 Environmental Review Document - Ph 1 Period: Sept. 1 - Sept. 30, 2015 MB 2015-158 NS 12273.002
3	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	\$ 523.80	1030630-02	WWTP Access Road & Site Design Task 8 Permitting Ph 2 Period: Sept. 1 - Sept. 30, 2015 MB 2015-158 NS 12273.002

EXHIBIT A

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
4	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	\$ 11,544.00	1030630-03	WWTP Access Road & Site Design Task 8 Survey & Acquisition Assistance - Ph 3 Period: Sept. 1 - Sept. 30, 2015 MB 2015-158 NS 12273.002
5	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	\$ 1,285.65	1030630-04	WWTP Access Road & Site Design Task 8 Geotechnical Investigation - Ph 4 Period: Sept. 1 - Sept. 30, 2015 MB 2015-158 NS 12273.002
6	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	\$ 19,300.00	1030630-05	WWTP Access Road & Site Design Task 8 Site Access Road & Bridge Design - Ph 5 Period: Sept. 1 - Sept. 30, 2015 MB 2015-158 NS 12273.002
7	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	\$ 1,250.00	1030630-07	WWTP Access Road & Site Design Task 8 Site Clearing & Grading Design - Ph 7 Period: Sept. 1 - Sept. 30, 2015 MB 2015-158 NS 12273.002
8	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	\$ 12,698.17	1030631-01	WWTP Land App Mgt Task 9 Acquisition Asst - Ph 1 Period: Sept. 1 - Sept. 30, 2015 MB 2015-218-219 NS 12273.003
9	Neel-Schaffer P.O. Box 1487 Hattiesburg, MS 39401	105695.6015	\$ 640,700.00	1030867	WWTP Final Design Task 7 Phase B Period: Sept 1 - Sept. 30, 2015 MB 2015-255 NS 12273.004
			<u><u>\$ 986,978.57</u></u>		



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

October 19, 2015
Project No: 11202
Invoice No: 18753

Project Manager John Weeks

Project 11202 I/I Study

Professional Services from August 22, 2015 to September 21, 2015

Phase 01 I/I Study

Task 03 Task Order #3

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Pay Request No. 1	44,991.82	100.00	44,991.82	44,991.82	0.00
Pay Request No. 2	5,156.91	100.00	5,156.91	5,156.91	0.00
Pay Request No. 3	62,926.60	100.00	62,926.60	62,926.60	0.00
Pay Request No. 4	109,894.02	100.00	109,894.02	109,894.02	0.00
Pay Request No. 5	275,026.88	100.00	275,026.88	275,026.88	0.00
Pay Request No. 6	289,876.95	100.00	289,876.95	0.00	289,876.95
Total Fee	787,873.18		787,873.18	497,996.23	289,876.95
Total Fee					289,876.95
Total this Task					\$289,876.95
Total this Phase					\$289,876.95
Total this Invoice					\$289,876.95

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

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

105695, 6015
2015-49

LL

CITY OF HATTIESBURG
PROJECT NO. 11202 - SEWER SYSTEM EVALUATION SURVEY (SSES)
TASK ORDER #3
PAY REQUEST NO. 6
From 08/22/2015 - 09/21/2015

Item No.	Service Description	This Period	Total	Price	Extension
SECTION 2000 FLOW MONITORING SERVICES					
2000.01	Temporary Flow Monitoring - Turn-Key Study w/Report - 60 Day Study			\$ 5,225.00	\$ -
2000.02	Temporary Flow Monitoring - 30 Day Extension			\$ 2,310.00	\$ -
2000.03	Temporary Rain Gauge - Turn-Key Study w/Report - Based on 60 Day Study			\$ 1,650.00	\$ -
2000.04	Temporary Rain Gauge - 30 Day Extension			\$ 660.00	\$ -
2000.05	Pump Station Evaluation - Monitoring & Pump Conformations			\$ 1,650.00	\$ -
2000.06	Long-Term Flow Monitor Installation			\$ 2,750.00	\$ -
2000.07	Long-Term Flow Monitor Maintenance, Calibration & Reporting - Per Mo.			\$ 1,265.00	\$ -
2000.08	Long-Term Rain Gauge Installation			\$ 1,045.00	\$ -
2000.09	Long-Term Rain Gauge Maintenance, Calibration & Reporting - Per Mo.			\$ 330.00	\$ -
2000.10	Night Flow Isolation			\$ 357.50	\$ -
SECTION 3000 SMOKE TESTING					
3000.01	Smoke Testing (Including Data Management)			\$ 0.50	\$ -
SECTION 4000 MANHOLE SERVICES					
4000.01	3D MH Condition Assessment w/Internal Images and GPS Data Collection			\$ 104.50	\$ -
4000.02	Structural Manhole Condition Assessment w/Internal Images			\$ 88.00	\$ -
4000.03	Removal of Stabilized Debris	2	8	\$ 220.00	\$ 1,760.00
4000.04	Manhole Inspection Data Management			\$ 4.40	\$ -
SECTION 5000 SANITARY SEWER LINE CLEANING					
5000.01	Standard Cleaning 6" Sanitary Sewer	19648.2	35005.2	\$ 1.50	\$ 52,507.80
5000.02	Standard Cleaning 8" Sanitary Sewer	40522	145123.7	\$ 1.60	\$ 232,197.92
5000.03	Standard Cleaning 10" Sanitary Sewer	5684	20084.6	\$ 1.82	\$ 36,553.97
5000.04	Standard Cleaning 12" Sanitary Sewer	4629	7971.7	\$ 2.20	\$ 17,537.74
5000.05	Standard Cleaning 15" Sanitary Sewer	6487.7	9648.5	\$ 3.30	\$ 31,840.05

5000.06	Standard Cleaning 18" Sanitary Sewer	949.8	4147.2	\$	6.60	\$	27,371.52
5000.07	Standard Cleaning 21" Sanitary Sewer		59.6	\$	7.70	\$	458.92
5000.08	Standard Cleaning 24" Sanitary Sewer	908	908	\$	8.80	\$	7,990.40
5000.09	Standard Cleaning 27" Sanitary Sewer		0	\$	9.90	\$	-
5000.10	Standard Cleaning 30" Sanitary Sewer		0	\$	13.20	\$	-
5000.11	Standard Cleaning 36" Sanitary Sewer		0	\$	16.50	\$	-
5000.12	Protruding Tap Cutting	6	7	\$	220.00	\$	1,540.00
SECTION 6000 ROOT/GREASE CUTTING							
6000.01	Root/Grease Cutting in 6" - 12" Sanitary Sewer	2275	2430.7	\$	1.32	\$	3,208.52
6000.02	Root/Grease Cutting in 15" - 21" Sanitary Sewer	258.2	258.2	\$	2.20	\$	568.04
6000.03	Root/Grease Cutting in 24" - 36" Sanitary Sewer		0	\$	3.85	\$	-
SECTION 7000 CLOSED CIRCUIT TELEVISION INSPECTION							
7000.01	CCTV Inspection <21" Sewer Pipe	72275.1	208396.1	\$	1.38	\$	287,586.62
7000.02	CCTV Inspection 21" - 36" Sewer Pipe	909	909	\$	2.20	\$	1,999.80
7000.03	CCTV Inspection of Service Laterals w/GPS Data Collection		0	\$	247.50	\$	-
7000.04	Additional Set Up	75	186	\$	220.00	\$	40,920.00
7000.05	CCTV Inspection Data Management	73184.1	209305.1	\$	0.17	\$	35,581.87
SECTION 8000 SPECIALTY INSPECTION							
8000.01	Sonar/CCTV Inspection of 18" - 36" Sewer Line			\$	5.50	\$	-
SECTION 9000 BYPASS PUMPING							
9000.01	Setup of 3"-4" Bypass Pump			\$	770.00	\$	-
9000.02	Setup of 6" Bypass Pump			\$	1,650.00	\$	-
9000.03	Setup of 8" Bypass Pump			\$	2,200.00	\$	-
9000.04	Operation of 3"-4" Bypass Pump			\$	44.00	\$	-
9000.05	Operation of 6" Bypass Pump			\$	71.50	\$	-
9000.06	Operation of 8" Bypass Pump			\$	99.00	\$	-
SECTION 10000 MISCELLANEOUS FIELD SERVICES							
10000.01	Traffic Flagman	19	20	\$	49.50	\$	990.00
10000.02	Cleaning Wet Wells			\$	467.50	\$	-
10000.03	Dye Testing			\$	440.00	\$	-

10000.04	Combination Cleaning Truck w/Operator & Helper <10,000 LF (Min 8 Hrs)	8	24	\$	302.50	\$	7,260.00
10000.05	CCTV Inspection Unit w/Operator & Helper <10,000 LF (Min 8 Hrs)			\$	192.50	\$	-
10000.06	Rehabilitation Recommendations			\$	0.30	\$	-
SECTION 11000 CHEMICAL ROOT TREATMENT							
11000.01	Chemical Root Treatment 6" - 8" Sanitary Sewer			\$	1.75	\$	-
11000.02	Chemical Root Treatment 10" Sanitary Sewer			\$	1.94	\$	-
11000.03	Chemical Root Treatment 12" Sanitary Sewer			\$	2.11	\$	-
11000.04	Chemical Root Treatment 15" Sanitary Sewer			\$	3.00	\$	-
SECTION 12000 ACOUSTIC PIPE INSPECTION							
12000.01	Acoustic Pipe Inspection of Sanitary Sewer			\$	0.30	\$	-
SECTION 13000 ELECTROSCAN							
13000.01	Electroscan of Sanitary Sewer			\$	4.40	\$	-
TOTALS						\$	787,873.17

Less Previous \$ 497,996.23

Total Due \$ 289,876.95



October 23, 2015

Project No: NS.12273.002

Invoice No: 1030630-01

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P O Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.002 City of Hattiesburg – General Consulting – Task #8 – WWTP Access Road & Site Design
Professional Services from September 01, 2015 to September 30, 2015

Phase	001	Environmental Review Document		
Fee				
Total Fee		55,000.00		
Percent Complete	42.09	Total Earned	23,150.00	
		Previous Fee Billing	13,350.00	
		Current Fee Billing	9,800.00	
		Total Fee		9,800.00

Total this Invoice \$9,800.00

105695.6015

2015-158

LP



October 23, 2015

Project No: NS.12273.002

Invoice No: 1030630-02

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.002 City of Hattiesburg – General Consulting – Task #8 – WWTP Access Road & Site Design

Professional Services from September 01, 2015 to September 30, 2015

Phase 002 Permitting

Professional Personnel

	Hours	Rate	Amount	
Graduate Engineer				
Moffett, Andreas	1.00	65.31	65.31	
Assistant Engineer Manager				
Pittman, Charles	3.00	152.83	458.49	
Totals	4.00		523.80	
Total Labor				523.80

Total this Invoice \$523.80

105695.6015
2015-158

2R



October 23, 2015

Project No: NS.12273.002

Invoice No: 1030630-03

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.002 City of Hattiesburg – General Consulting – Task #8 – WWTP Access Road & Site Design
Professional Services from September 01, 2015 to September 30, 2015

Phase 003 Survey & Acquisition Assistance

Consultants

Sub Consultants	(SOL Engineering)	11,544.00	
Total Consultants	1.0 times	11,544.00	11,544.00

Total this Invoice \$11,544.00

105695.6015
2015-158



October 23, 2015

Project No: NS.12273.002

Invoice No: 1030630-04

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P.O. Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.002 City of Hattiesburg – General Consulting – Task #8 – WWTP Access Road & Site Design
Professional Services from September 01, 2015 to September 30, 2015

Phase 004 Geotechnical Investigation

Professional Personnel

	Hours	Rate	Amount
Assistant Engineer Manager			
Pittman, Charles	1.00	152.83	152.83
Project Manager			
Schreiner, Barton	6.50	122.24	794.56
Senior Project Manager			
Volk, Michael	2.00	169.13	338.26
Totals	9.50		1,285.65
Total Labor			1,285.65

Total this Invoice \$1,285.65

105695.6015
2015-158



October 23, 2015

Project No: NS.12273.002

Invoice No: 1030630-05

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P O Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.002 City of Hattiesburg -- General Consulting -- Task #8 -- WWTP Access Road & Site Design
Professional Services from September 01, 2015 to September 30, 2015

Phase 005 **Site Access Road & Bridge Design**
Fee

Total Fee 105,000.00

Percent Complete

79.47

Total Earned

83,450.00

Previous Fee Billing

64,150.00

Current Fee Billing

19,300.00

Total Fee

19,300.00

Total this Invoice

\$19,300.00

105695.6015
2015-158

LR



October 23, 2015

Project No: NS.12273.002

Invoice No: 1030630-07

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P O Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.002 City of Hattiesburg – General Consulting – Task #8 – WWTP Access Road & Site Design
Professional Services from September 01, 2015 to September 30, 2015

Phase	007	Site Clearing & Grading Design
Fee		
Total Fee	95,000.00	
Percent Complete	20.78	
	Total Earned	19,750.00
	Previous Fee Billing	18,500.00
	Current Fee Billing	1,250.00
	Total Fee	1,250.00

Total this Invoice \$1,250.00

105695.4015
2015-158

LD



October 23, 2015

Project No: NS.12273.003

Invoice No: 1030631-01

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 September 01, 2015 to September 30, 2015

Phase 001 Acquisition Assistance

Professional Personnel

	Hours	Rate	Amount
Administrative Services Manager			
Nobles, Jennifer	4.00	68.44	273.76
Assistant Engineer Manager			
Pittman, Charles	8.00	152.83	1,222.64
Engineering Technician IV			
Furr, Patrick	3.00	81.61	244.83
Administrative Secretary			
Jones, Jill	4.50	52.49	236.21
Assistant Engineer Manager			
Jones, Chris	16.00	157.09	2,513.44
Engineer Manager			
Husman, Nathaniel	45.50	180.38	8,207.29
Totals	81.00		12,698.17
Total Labor			12,698.17

Total this Invoice \$12,698.17

105695.6015
2015-218-219

40



October 23, 2015

Project No: NS.12273.004

Invoice No: 1030867

City of Hattiesburg
Attn: Lamar Rutland, P.E.
P O Box 1898
Hattiesburg, MS 39403-1898

Project NS.12273.004 City of Hattiesburg – WWTP Final Design
Professional Services from September 01, 2015 to September 30, 2015

Fee

Total Fee	3,700,000.00		
Percent Complete	17.31	Total Earned	640,770.00
		Previous Fee Billing	0.00
		Current Fee Billing	640,770.00
		Total Fee	640,770.00

Total this Invoice \$640,700.00

105695.6015
2015-255

CR



**City of Hattiesburg
2013 Sewer & Water Bond
Summary of Payments
As of November 3, 2015**

Project Name	Payments by Project This Requisition	Payments to Date from This Bond
1500 GPM Water Well @ Plant No 1		16,525.00
18" Sewer Trunk Lines		1,395,321.16
Clear Sewer ROW & Easements		28,222.50
Comprehensive Sanitary Sewer Study Task 1		6,300.00
Construction of Drying Bed at North Lagoon		18,000.00
Hwy 98 Booster Station		43,522.75
Hwy 98 Elevated Water Tank		113,226.30
Hwy 98 Fire Lines		48,652.50
Inflow and Infiltration Study	289,876.95	2,791,367.90
James St Water Well # 3		407,189.04
No-Discharge Wastewater Treatment System		292,127.60
NS Task 7 Wastewater Treatment Phase A		3,271,830.52
NS Task 7 WWTP Phase B Final Design	640,700.00	640,700.00
NS Task 8 WWTP Access Road & Site Design	43,703.45	223,907.40
NS Task 9 WWTP Land Application Mgt	12,698.17	17,648.22
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		598,235.39
Veteran's Blvd Water Connector		1,469,427.68
Water Improvements Ph I		115,051.65
Water Improvements Ph II		216,839.33
Water Improvements Ph III		163,236.83
Water Improvements Ph IV		69,057.50
Water Improvements Ph V		2,395.00
Water Line Old 98 & Runnels Rd		271,750.35
Wesley Water Well # 2		17,277.50
WTP #2 Filter #6 Repairs		97,560.90
Grand Total	986,978.57	13,377,953.11

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

- (1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
- (2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Project Fund Construction Account.
- (3) Each of the items was reasonable and necessary in connection with the “Construction Project” being financed pursuant to the Loan Agreement dated as of December 19, 2013 (the “Loan Agreement”).
- (4) The payment herein authorized and approved is a proper charge against the Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
- (5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

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



City of Hattiesburg, MS

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

Master

File Number: 2015-2231

File ID: 2015-2231

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 10/26/2015

Brief Title: Resolution authorizing the lease purchase of public buildings

Final Action: 11/03/2015

Minute Book Number: MB2015-326-327

Title:

Adopt a Resolution authorizing the lease purchase of public buildings and related facilities (The Project), under the terms and provisions of Sections 31-8-1 ET SEQ., of the Mississippi Code of 1972, as amended; approving the issuance of certificates of participation(Hattiesburg , Mississippi Lease Purchase Project), Series 2015 (The Certificates), in an amount not to exceed Five Million Three Hundred Thousand Dollars(\$5, 300,000); Authorizing and approving the forms of a purchase contract, a ground lease, a lease and option to purchase, an assignment agreement and a trust agreement in connection with the project and the issuance of the certificates; approving the appointment of Duncan-Williams, Inc, Memphis Tennessee, as underwriter of the certificates; authorizing certain action by City Officials; and other related purposes.

Notes:

Sponsors:

Enactment Date:

Attachments: Hattiesburg MS COPS 2015 (Phase I) (151960) - Form of POS_28239418_1, Hattiesburg MS COPS 2015 (Phase I) (151960) - Form of Assignment Agreement_28239266_1, Hattiesburg MS COPS 2015 (Phase I) (151960) - Form of Lease and Option to Purchase_28239284_1, Hattiesburg MS COPS 2015 (Phase I) (151960) - Form of Purchase Contract_28239302_1, Hattiesburg MS COPS 2015 (Phase I) (151960) - Form of Trust Agreement_28273521_1, Hattiesburg MS COPS 2015 (Phase I) (151960) -Form of Ground Lease_28239254_1, Resolution-Pub Purchase, executed Resolution-Pub Purchase RES#2015-134

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	11/03/2015	Adopt				Pass
	Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt a Resolution authorizing the lease purchase of public buildings and related facilities (The Project), under the terms and provisions of Sections 31-8-1 ET SEQ., of the Mississippi Code of 1972, as amended; approving the issuance of certificates of participation(Hattiesburg , Mississippi Lease Purchase Project), Series 2015 (The Certificates), in an amount not to exceed Five Million Three Hundred Thousand Dollars(\$5, 300,000); Authorizing and approving the forms of a purchase contract, a ground lease, a lease and option to purchase, an assignment agreement and a trust agreement in connection with the project and the issuance of the certificates; approving the appointment of Duncan-Williams, Inc., Memphis Tennessee, as underwriter of the certificates; authorizing certain action by City Officials; and other related purposes.						
	There being no 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 2015-2231

Title

Adopt a Resolution authorizing the lease purchase of public buildings and related facilities (The Project), under the terms and provisions of Sections 31-8-1 ET SEQ., of the Mississippi Code of 1972, as amended; approving the issuance of certificates of participation(Hattiesburg , Mississippi Lease Purchase Project), Series 2015 (The Certificates), in an amount not to exceed Five Million Three Hundred Thousand Dollars(\$5, 300,000); Authorizing and approving the forms of a purchase contract, a ground lease, a lease and option to purchase, an assignment agreement and a trust agreement in connection with the project and the issuance of the certificates; approving the appointment of Duncan-Williams, Inc, Memphis Tennessee, as underwriter of the certificates; authorizing certain action by City Officials; and other related purposes.

Summary

Resolution of lease purchase of public buildings project.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2015

NEW ISSUE - BOOK ENTRY ONLY

NONRATED

In the opinion of Special Counsel, the interest portion of the Base Rental payments to be made by the City under the Lease and received by the owners of the Certificates is excludable from federal gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and is not a specific item of tax preference under Section 57 of the Code for purposes of calculating alternative minimum tax; however, such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations. Special Counsel is of the further opinion that interest on the Certificates is exempt from State of Mississippi income taxation under existing laws. See the section entitled "TAX MATTERS" herein.

\$_____,000*

**CERTIFICATES OF PARTICIPATION
(HATTIESBURG, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2015
EVIDENCING PROPORTIONATE INTERESTS IN A LEASE, INCLUDING
THE RIGHT TO RECEIVE BASE RENTAL PAYMENTS THEREUNDER, TO BE MADE BY
HATTIESBURG, MISSISSIPPI**

Dated: Date of Delivery

Due: ____ 1, as shown on inside of front cover

The Certificates of Participation (Hattiesburg, Mississippi Lease Purchase Project), Series 2015 (the "Certificates") represent fractional and proportionate undivided interests in a Lease and Option to Purchase (the "Lease") including the right to receive Base Rental payments thereunder (as defined herein), to acquire, construct, renovate, finance, equip and lease City public buildings and related facilities, including a parks and recreation administrative building and a multi-purpose community center building, under authority of Sections 31-8-1 et seq., Mississippi Code of 1972 (the "Act") with the proceeds of the sale of the Certificates and leased to the City of Hattiesburg, Mississippi by the Southern Mississippi Investment Co., Inc., a Mississippi non-profit corporation organized and existing under the laws of the State of Mississippi (the "Corporation"). Pursuant to an Assignment Agreement, the Corporation has irrevocably assigned certain of its rights under the Lease, including the right to receive Base Rental payments paid by the City, to _____, Mississippi, as Trustee (the "Trustee").

The Certificates are issuable only as fully registered certificates, without coupons. The Certificates will be available to purchasers in the principal denomination of \$5,000 each or any integral multiple thereof. The Certificates will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), as securities depository for the Certificates. Purchasers of the Certificates will not receive physical delivery of the Certificates. The principal or redemption price of and interest on the Certificates are payable by wire transfer to DTC which, in turn, will remit such principal, redemption price or interest to DTC Participants for subsequent disbursements to the Beneficial Owners of the Certificates, as more fully discussed herein. See "THE CERTIFICATES - Book-Entry Only System" herein.

Interest is payable on ____ 1 and ____ 1 of each year (each an "Interest Payment Date"), commencing ____ 1, 20____. Principal of the Certificates is payable at maturity thereof or earlier redemption thereof at the corporate trust office of the Trustee in _____, Mississippi or at the office of any paying agent. The Certificates shall mature on ____ 1 of each year as set forth on the inside of the front cover hereof.

Certificates maturing on or after ____ 1, 20____ are subject to redemption on any date on or after ____ 1, 20____ at par, if the City exercises its prepayment rights under Section 15 of the Lease.

The Certificates are subject to mandatory redemption as described herein.

The obligation of the City to make Base Rental and Additional Rental payments under the Lease constitutes a binding obligation of the City in accordance with the terms of said Lease. Provided, however, so long as no default of any monetary obligation of the City has occurred, the City's obligation to pay any amounts due or perform any covenants requiring or resulting in the expenditure of money shall be contingent and expressly limited to the extent of any specific, annual appropriation made by the City to fund such Lease. Nothing contained in the Lease shall create any monetary obligation on the part of the City beyond such current and specific appropriation. The Mayor and City Council (the "Governing Body"), in its sole discretion, may make said payments with any lawfully available revenues. Except as stated in the Trust Agreement, nothing in the Lease creates a lien of any kind or character whatsoever upon any funds, income or revenue now existing or hereafter held, collected, received, anticipated by, or available to the Governing Body or prevents or restricts the Governing Body at any time from pledging, obligating or creating specific liens upon funds, income or revenues to or for the payment of any bonds, notes or certificates of the Governing Body or for any other purpose whatsoever. The City has not pledged or levied any form of taxation for the payment of Outstanding Certificates (see the section entitled "Reappraisal of Property and Limitation on Ad Valorem Levies" in APPENDIX A herein.)

The obligation of the City under the Lease is not a general obligation and does not constitute a pledge of the full faith and credit of the City, the State of Mississippi or any political subdivision or agency thereof within the meaning of any constitutional or statutory provision or limitation.

The Certificates have been designated by the City as "qualified tax-exempt obligations" for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

DUNCAN-WILLIAMS, INC.

The Certificates are offered when, as and if delivered to and received by the Corporation, subject to the approval of legality by Butler Snow LLP, Special Counsel. The Certificates, will be available for delivery on or about ____ , 2015.

*Preliminary, subject to change.

MATURITY SCHEDULE*

<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT*</u>	<u>INTEREST RATE</u>	<u>YIELD</u>	<u>CUSIP¹</u>
------------------------------------	-------------------------------------	---------------------------------	---------------------	---------------------------------

\$,000² ____ % Term Certificates Due ____ 1, 20, Priced to Yield ____ % CUSIP ____

\$,000² ____ % Term Certificates Due ____ 1, 20, Priced to Yield ____ % CUSIP ____

\$,000² ____ % Term Certificates Due ____ 1, 20, Priced to Yield ____ % CUSIP ____

\$,000² ____ % Term Certificates Due ____ 1, 20, Priced to Yield ____ % CUSIP ____

¹ The CUSIP numbers listed above are being provided solely for convenience of the holders of the Certificates only, and the City and the Underwriter do not make any representation with respect to such CUSIP numbers or undertake any responsibility for their accuracy. The CUSIP numbers are subject to being changed after issuance of the Certificates as a result of various subsequent actions, including but not limited to a refunding in whole or in part of the Certificates.

² Term Certificates subject to mandatory sinking fund redemption as set forth herein.

* Preliminary, subject to change.

No dealer, broker, salesman or other person has been authorized to make any representations with respect to the Certificates other than is contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as authorized by the City. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy any of the Certificates in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction. The information regarding DTC has been obtained from DTC, but is not guaranteed as to accuracy or completeness by the City. The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with and as a part of its responsibility to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information, estimates and expressions of opinion contained herein are subject to changes without notice, and while all information has been secured from sources which are believed to be reliable, all parties preparing and distributing the Official Statement make no guaranty or warranty relating thereto. All opinions, estimates or assumptions, whether or not expressly identified, are intended as such and not as representations of fact. Neither the delivery of this Official Statement shall, nor any sale made hereunder, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof.

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CITY OF HATTIESBURG, MISSISSIPPI

JOHNNY L. DUPREE
MAYOR

CITY COUNCIL

KIM BRADLEY
DEBORAH DELGADO
CARTER CARROLL
MARY DRYDEN
HENRY NAYLOR

KERMAS EATON
CITY CLERK

AMOS LAW OFFICES, PLLC, HATTIESBURG, MISSISSIPPI
CITY ATTORNEY

GOVERNMENT CONSULTANTS, INC.
JACKSON, MISSISSIPPI
MUNICIPAL ADVISOR

BUTLER SNOW LLP
RIDGELAND, MISSISSIPPI
SPECIAL COUNSEL

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\$____,000*

**CERTIFICATES OF PARTICIPATION
(HATTIESBURG, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2015
Evidencing Proportionate Interests in a Lease,
Including the Right to Receive
Base Rental Payments Thereunder, to be Made by
THE CITY OF HATTIESBURG, MISSISSIPPI**

INTRODUCTION

The purpose of this Official Statement, which includes the attached APPENDICES, is to provide certain information concerning the sale and delivery of the Certificates of Participation (Hattiesburg, Mississippi Lease Purchase Project), Series 2015 (the "Certificates"), in the initial aggregate principal amount of \$____,000*. The Certificates represent fractional and proportionate undivided interests in a Lease and Option to Purchase (the "Lease"), dated as of _____, 2015, by and between the City of Hattiesburg, Mississippi (the "City"), and the Southern Mississippi Investment Co., Inc., a Mississippi non-profit corporation (the "Corporation"), including the right to receive payments to be made by the City as Base Rental for the use and occupancy of City public buildings and related facilities, including a parks and recreation administrative building and multi-purpose community center building to be utilized by the City. The City is authorized to enter into said Lease and pay said Base Rental pursuant to the provisions of Sections 31-8-1 *et seq.*, Mississippi Code of 1972, as amended.

The meaning of capitalized terms used in this Official Statement is set forth under the caption "GLOSSARY" unless otherwise defined herein, or in the Trust Agreement.

Pursuant to a Ground Lease (the "Ground Lease"), dated as of _____, 2015, by and between the Corporation and the City, the City will lease to the Corporation a certain parcel of real property (the "Property") on which the acquisition, construction, renovation, financing, equipping and leasing of City public buildings and related facilities, including a parks and recreation administrative building and a multi-purpose community center building ("Improvements") are to be constructed (the Improvements and the Property are referred to herein, collectively as the "Project") (see "THE PROJECT" herein), pursuant to the Lease. The Corporation will agree to cause the Improvements to be constructed on the Property and will agree that the costs or acquisition and construction of the Project will be paid from proceeds of the sale of the Certificates.

The Certificates are being issued pursuant to a Trust Agreement (the "Trust Agreement"), dated as of _____, 2015, by and between the City and _____, _____, Mississippi, as Trustee (the "Trustee"). Under the terms of an Assignment Agreement, dated as of _____, 2015 (the "Assignment Agreement"), the Corporation will assign to the Trustee, for the benefit of the Owners of the Certificates, all of its right, title and interest in and to the Lease and the Ground Lease (excepting only the Corporation's obligation to cause the Project to be constructed and its rights to indemnification and payment or reimbursement of its costs and

*Preliminary, subject to change.

expenses). Such assignment to the Trustee will include the Corporation's right to receive Base Rental payments and the right to enforce payment of Base Rental when due.

Under the Lease, the City is required to make Base Rental payments, each of which contains an interest component and a principal component which the Trustee will distribute to the Owners of the Certificates. In addition, the Lease requires the City to pay, as Additional Rental, any taxes, assessments and insurance premiums with respect to the Project and, to the extent not paid out of proceeds of the Certificates, the fees and expenses of the Trustee, the expenses of execution and delivery of the Certificates and any other fees, costs or expenses incurred by the Corporation in connection with the execution, performance and enforcement of the Lease, the Trust Agreement or any of the transactions contemplated thereby or related to the Project. To secure the performance of its obligation to pay Base Rental, the City shall deposit each Base Rental payment with the Trustee at least five days prior to the date on which the Base Rental is due, for application by the Trustee in accordance with the terms of the Trust Agreement. In the event any such date of deposit is not a Business Day, such deposit shall be made on the next preceding Business Day.

The obligation of the City to pay Base Rental shall commence on the Closing Date. Base Rental payments with respect to the Project shall be payable from any source lawfully available therefor.

The obligations of the City to make the Base Rental payments and to perform and observe the other agreements on its part contained in the Lease shall be absolute and unconditional, regardless of whether the Project shall have been entirely completed at the time the first payment becomes due hereunder and regardless of the continued existence of the Project in a physical condition satisfactory to the City.

Until the principal of and interest on the Certificates have been fully paid or all the City's obligations under the Lease are satisfied and defeased, the City (1) shall not diminish, suspend or discontinue any payments provided for in the Lease, (2) shall perform and observe all of its other agreements contained in the Lease, and (3) shall not terminate the Lease.

The City has covenanted in the Lease to take such action as may be necessary to include and maintain all Base Rental payments and other payments due under the Lease for the Project in its annual budget, and to make the necessary annual appropriations for all such payments until all principal of and interest on the Certificates shall have been paid or all obligations of the City under the Trust Agreement satisfied and terminated.

THE OBLIGATION OF THE CITY TO MAKE BASE RENTAL AND ADDITIONAL RENTAL PAYMENTS UNDER THE LEASE CONSTITUTES A BINDING OBLIGATION OF THE CITY IN ACCORDANCE WITH THE TERMS OF SAID LEASE. PROVIDED, HOWEVER, SO LONG AS NO DEFAULT OF ANY MONETARY OBLIGATION OF THE CITY HAS OCCURRED, THE CITY'S OBLIGATION TO PAY ANY AMOUNTS DUE OR PERFORM ANY COVENANTS REQUIRING OR RESULTING IN THE EXPENDITURE OF MONEY SHALL BE CONTINGENT AND EXPRESSLY LIMITED TO THE EXTENT OF ANY SPECIFIC, ANNUAL APPROPRIATION MADE BY THE CITY TO FUND SUCH LEASE.

NOTHING CONTAINED IN THE LEASE SHALL CREATE ANY MONETARY OBLIGATION ON THE PART OF THE CITY BEYOND SUCH CURRENT AND SPECIFIC APPROPRIATION. THE MAYOR AND CITY COUNCIL OF THE CITY (THE "GOVERNING BODY"), IN ITS SOLE DISCRETION, MAY MAKE SAID PAYMENTS WITH ANY LAWFULLY AVAILABLE REVENUES. EXCEPT AS STATED IN THE TRUST AGREEMENT, NOTHING IN THE LEASE CREATES A LIEN OF ANY KIND OR CHARACTER WHATSOEVER UPON ANY FUNDS, INCOME OR REVENUE NOW EXISTING OR HEREAFTER HELD, COLLECTED, RECEIVED, ANTICIPATED BY, OR AVAILABLE TO THE GOVERNING BODY OR PREVENTS OR RESTRICTS THE GOVERNING BODY AT ANY TIME FROM PLEDGING, OBLIGATING OR CREATING SPECIFIC LIENS UPON FUNDS, INCOME OR REVENUES TO OR FOR THE PAYMENT OF ANY CERTIFICATES, NOTES OR CERTIFICATES OF THE GOVERNING BODY OR FOR ANY OTHER PURPOSE WHATSOEVER. THE CITY HAS NOT PLEDGED OR LEVIED ANY FORM OF TAXATION FOR THE PAYMENT OF OUTSTANDING CERTIFICATES (SEE THE SECTION ENTITLED "REAPPRAISAL OF PROPERTY AND LIMITATION ON AD VALOREM LEVIES" IN APPENDIX A HEREIN.)

THE OBLIGATION OF THE CITY UNDER THE LEASE IS NOT A GENERAL OBLIGATION AND DOES NOT CONSTITUTE A PLEDGE OF THE FULL FAITH AND CREDIT OF THE CITY, THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION.

For certain information with respect to the City, including financial information, See APPENDIX A - "CITY OF HATTIESBURG INFORMATION" and APPENDIX B - "FINANCIAL INFORMATION ON CITY."

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ESTIMATED SOURCES AND USES OF FUNDS

The sources and uses of funds are estimated to be as follows:

SOURCES OF FUNDS:

Principal Amount of Certificates	\$.00
Less/Plus Net Original Issue Discount/Premium	()
Total Sources	\$

USES OF FUNDS:

Deposit to General Account of Construction and Acquisition Fund	\$
Deposit to Costs of Issuance Account of Construction and Acquisition Fund	
Underwriter's Discount	
Total Uses of Funds	\$

GLOSSARY

"Acquisition Costs" means, with respect to the Project and related facilities, the contract price paid or to be paid to or at the direction of the Contractor for the design, construction, expansion, remodeling, enlarging and equipping and delivery of the Project and related facilities, in accordance with the General Construction Contract, and includes reimbursement to each the City and Corporation for any payments made by the City and Corporation prior to or subsequent to the execution of the Lease pursuant to the declaration of official intent of the governing body of each the City and Corporation under Treasury Regulation 1.150-2. Acquisition Costs also include the cost of the site of the Project, the costs of site preparation necessary for the construction and installation of the Project and related facilities, costs and expenses incurred in connection with the execution and delivery of the Certificates, the Ground Lease, the Lease, the Assignment Agreement and the Trust Agreement, and any and all agreements, instruments, certificates or other documents issued in connection therewith, any premium with respect to insurance of the Certificates, as well as administrative, engineering, legal, financial and other costs incurred in connection with the design, construction, expansion, remodeling, enlarging and equipping and financing of the Project and related facilities. Acquisition Costs also include capitalized interest, if any, for the period of construction plus one (1) year, less any amounts on deposit in the Interest Account for capitalized interest.

"Additional Rental" means those amounts, other than Base Rental, to be paid by the City under the Lease, taxes, assessments and insurance premiums and, to the extent not paid out of proceeds of the sale of the Certificates, the fees and expenses of the Trustee and the expenses incurred by the Corporation in connection with the execution, performance or enforcement of the Lease or the Trust Agreement or any of the transactions contemplated thereby.

"Assignment Agreement" means that certain Assignment Agreement, dated as of _____, 2015, by and between the Corporation and the Trustee, pertaining to the assignment of all of the Corporation's right, title and interest (excluding the Corporation's obligation to cause the Project to be constructed and excluding the Corporation's right to indemnification and

reimbursement for any costs or expenses) in and to the Lease and the Ground Lease to the Trustee for the benefit of the Owners of the Certificates.

"Base Rental" means those amounts set forth in the Lease and designated as Base Rental to be paid by the City for the use and occupancy of the Project, as such amounts may be adjusted from time to time in accordance with the terms of the Lease, but does not include Additional Rental. A table setting forth the Base Rental payments is included in **APPENDIX D** to this Official Statement.

"Base Rental Fund" means the trust fund established pursuant to the Trust Agreement, into which all Base Rental payments received by the Trustee shall be deposited.

"Business Day" means a day which is not a Saturday or Sunday, or a day on which the offices of the City are authorized or required by law to be closed, or a day on which banking institutions are authorized or required by law to be closed in the State of New York or the State of Mississippi for commercial banking purposes or a day on which the New York Stock Exchange is closed.

"Certificate Fund" means the trust fund established pursuant to the Trust Agreement for the payment or redemption of principal, interest and premium, if any, with respect to the Certificates.

"Certificate Obligation" means, as of any date of calculation, with respect to any Outstanding Certificate, the principal amount with respect thereto.

"Certificate Year" means the one-year (or shorter) period beginning on the day after the expiration of the preceding Certificate Year. The first Certificate Year shall begin on the Date of Delivery and ends on ____ 1, 20__.

"Certificates" means the \$_____ Certificates of Participation (Hattiesburg, Mississippi Lease Purchase Project), Series 2015, dated _____, 2015, and offered by this Official Statement and representing proportionate interests in the Lease, including the right to receive Base Rental payments thereunder and executed and delivered by the Trustee pursuant to the Trust Agreement .

"City" means the City of Hattiesburg, Mississippi.

"Closing Date" means _____, 2015, or such later date as may be set by the parties hereto.

"Code" means the Internal Revenue Code of 1986, as amended, and any Regulations promulgated thereunder and pursuant thereto.

"Construction Fund" or "Construction and Acquisition Fund" means the Construction and Acquisition Fund, a trust fund established under the Trust Agreement for the payment of costs of acquiring and constructing the Project and related facilities and costs of executing and delivering the Certificates.

"Contingency Account" means the Contingency Account established within the Certificate Fund established for the purpose of receiving any delinquent Base Rental payments, any proceeds of rental interruption insurance and any liquidated damages with respect to the Project.

"Corporation" means Southern Mississippi Investment Co., Inc., a Mississippi non-profit corporation.

"Costs of Issuance" means all of the costs of issuing the Certificates, including, but not limited to, all printing and document preparation expenses in connection with this Trust Agreement, the Ground Lease, the Lease, the Assignment Agreement, the Certificates, the preliminary official statement and the official statement pertaining to the Certificates and any and all other agreements, instruments, certificates, or other documents issued in connection therewith; rating agency fees; CUSIP Service Bureau charges; market study fees; costs of municipal bond insurance premium or surety bond premium, if any; underwriter fees; legal fees and expenses of counsel with respect to the financing of the Project; any computer and other expenses incurred in connection with the Certificates; the initial fees and expenses of the Trustee and any paying agent (including without limitation, origination fees and first annual fees payable in advance); and other fees and expenses incurred in connection with the issuance of the Certificates or the implementation of the financing for the Project.

"Costs of Issuance Account" means the account within the Construction and Acquisition Fund established for the payment of the Costs of Issuance with respect to the Certificates.

"Fiscal Year" means the fiscal year of the City, which currently is the period from October 1 to and including the following September 30.

"General Account" means the account established under the Trust Agreement in the Construction and Acquisition Fund into which shall be deposited a portion of the proceeds of the sale of the Certificates.

"Governing Body" means the Mayor and the City Council of the City.

"Ground Lease" means the Ground Lease, dated as of _____, 2015, by and between the City and the Corporation pursuant to which the City leases the Property to the Corporation for construction thereon of the Project.

"Improvements" means those certain improvements which are acquired, constructed, installed and delivered on the Property in accordance with the plans and specifications for the Project approved by the City, including the City jail and related facilities.

"Interest Account" means the account established in the Certificate Fund under the Trust Agreement.

"Interest Payment Date" means ____ 1 and ____ 1 in each year, commencing ____ 1, 20__, until the maturity or earlier redemption date of the Certificates.

"Lease" means the Lease and Option to Purchase, dated as of _____, 2015, by and between the City as lessee and the Corporation as lessor pursuant to which the City leases the Property from the Corporation.

"Lease Year" means the period from the Closing Date through ____ 1, 20__, and thereafter each twelve month period from each ____ 2 to and including the following ____ 1 during the term of the Lease.

"Non-Arbitrage Certificate" means the Tax and Non-Arbitrage Certificate provided by the City on the date of execution and delivery of the Certificates.

"Official Statement" means this Official Statement, including the appendices hereto.

"Option Price" means the total amount necessary to defease all Outstanding Certificates (as such term is defined in the Trust Agreement) pursuant to and in accordance with Section 10.01 of the Trust Agreement.

"Original Purchaser" means Duncan-Williams, Inc., Memphis, Tennessee.

"Outstanding" when used with respect to Certificates, means all Certificates theretofore executed and delivered by the Trustee under the Trust Agreement except:

(1) Certificates theretofore canceled by the Trustee or surrendered to the Trustee for cancellation;

(2) Certificates for payment or repayment of which funds or eligible securities in the necessary amount shall have theretofore been deposited with the Trustee in accordance with the Trust Agreement (whether on or prior to the maturity or redemption date of such Certificates), provided that, if such Certificates are to be redeemed prior to maturity, notice of such redemption shall have been given as provided in the Trust Agreement or provision satisfactory to the Trustee shall have been made for the giving of notice; and

(3) Certificates in lieu of or in exchange for which other Certificates shall have been executed and delivered by the Trustee pursuant to the Trust Agreement.

"Owner" means the registered owner, as indicated in the Certificate Register, of any Certificate.

"Paying Agent" shall mean any bank, trust company or other financial institution designated by the City for the payment of the principal of and interest on the Certificates and which shall initially be the same entity as the Trustee.

"Principal Account" means the Principal Account established within the Certificate Fund under the Trust Agreement.

"Project" means collectively, the Property and the related Improvements to be constructed on the Property including equipment and furnishings to be acquired and installed on the Property with the proceeds of the Certificates.

"Property" means the real property which is leased by the City to the Corporation pursuant to the Ground Lease and on which the Improvements are to be located.

"Property Insurance" means the insurance required to be maintained by the City as described in the Lease.

"Qualified Investments" means and includes all securities, instruments and the like in which the City is authorized to invest its funds in accordance with applicable state law and the rules and regulations promulgated by the State Treasurer pursuant to Section 31-19-5, Mississippi Code of 1972, as amended.

"Rebate Fund" means a Trust Fund established pursuant to the Trust Agreement, into which monies will be deposited pursuant to Section 3.07 of the Trust Agreement.

"Record Date" means the fifteenth (15th) day of the month before an Interest Payment Date, whether or not a Business Day.

"Redemption Account" means the Redemption Account established within the Certificate Fund under the Trust Agreement.

"Rental Deposit Date" means the day which is five (5) days prior to the date on which the next payment of Base Rental is scheduled to become payable.

"Special Counsel" means Butler Snow LLP, Ridgeland, Mississippi.

"Total Maturity Amount" means, with respect to any Outstanding Certificate, the aggregate principal amount thereof.

"Trust Agreement" means the Trust Agreement dated as of _____, 2015, by and between the City and the Trustee providing for the execution and delivery of the Certificates and providing the terms of the Certificates.

"Trustee" means _____, _____, Mississippi, acting as Trustee under the Trust Agreement, and any successor trustee thereunder.

"Underwriter" means the Original Purchaser.

THE PROJECT

The City will lease the Property to the Corporation, and the Corporation, utilizing the net proceeds of the Certificates, will agree to cause the acquisition, construction, renovation, financing, equipping and leasing of the Improvements on the Property, which include City public buildings and related facilities, including a parks and recreation administrative building and a

multi-purpose community center building. The Certificates are being sold and issued to finance the Project under authority of Sections 31-8-1 et seq., Mississippi Code of 1972 (the "Act").

The Improvements will include a parks and recreation administrative building _____ and a building that will be_____.

THE CORPORATION

The Corporation is a special purpose entity organized by the Southern Mississippi Planning and Development District, Gulfport, Mississippi to enter into lease purchase agreements pursuant to the Act. Current Directors for the Corporation are Leonard Bentz, II, Allison Beasley and Mary LaRosa.

FINLO CONSTRUCTION

Finlo Construction Co., Inc. ("Finlo") employs 55 skilled and professionally accredited workers who specialize in commercial, medical, educational and industrial construction. Finlo's work includes Forrest General Hospital, Wesley Medical Center, Hattiesburg Clinic, Trustmark Bank, First Presbyterian Church, Camp Shelby's Armed Forces Museum, First Baptist Church, William Carey University and several buildings at The University of Southern Mississippi including the Trent Lott National Center for Excellence in Economic Development & Entrepreneurship, the Polymer Science Building, Liberal Arts Building, the International Center, Osceola McCarty Residence Hall, and Coliseum.

THE CERTIFICATES

General Provisions

The Certificates represent proportionate interests in the Lease, including the right to receive a proportionate share of Base Rental payments thereunder.

Details of Certificates. The Certificates will be issued in fully registered form in \$5,000 denominations or any integral multiple thereof. Interest with respect to the Certificates will be computed using a year of 360 days comprised of twelve 30-day months and is payable on ____ 1 and ____ 1 of each year, commencing ____ 1, 20____. The Certificates will mature on the dates and in the principal amounts, with interest computed at the rates, as set forth on the cover page of this Official Statement.

Principal of Certificates will be payable upon surrender thereof at maturity or the earlier redemption thereof at the corporate trust office of the Trustee in _____, Mississippi, or the office of any paying agent. Amounts designated as interest will be payable by check or draft, mailed on the Interest Payment Date to the persons who are the registered Owners as of the Record Date for such payment, as their names and addresses appear on the Certificate Register maintained by the Trustee.

Registration, Transfer and Exchange. The registration of any Certificate may be transferred upon the surrender of such Certificate to the Trustee and payment of such reasonable

transfer fees as the Trustee may establish. Certificates may be exchanged at the corporate trust office of the Trustee for a new Certificate of like tenor and maturity in the same Total Maturity Amount and in authorized denominations. The Trustee may charge the Owner of a Certificate surrendered for exchange a reasonable sum for each new Certificate executed and delivered upon such exchange and the Trustee may require the payment by such Owner of any tax or other governmental charge required to be paid with respect to such exchange. The Trustee is not required to register the transfer or exchange of any Certificate that has been called, or is subject to being called for redemption prior to maturity, during a period beginning at the opening of business 15 days before any selection of Certificates for such redemption through the close of business on the redemption date, except for the unredeemed portion of any Certificate to be redeemed in part only.

Book-Entry Only System

The City has determined that it will be beneficial to have the Certificates held by a central depository system and to have transfers of the Certificates affected by book-entry on the records of DTC as such central depository system. Unless and until the book-entry only system has been discontinued, the Certificates will be available only in book-entry form in principal amounts of \$5,000 or any integral multiple thereof. DTC will initially act as securities depository for the Certificates. The Certificates will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by the authorized representative of DTC. One fully-registered certificate for each maturity will be issued for the Certificates in the aggregate principal amount of such issue and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under New York banking law, a "banking organization" within the meaning of New York banking law, 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. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions, in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Moody's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for such Certificates on DTC's records. The ownership interest of each actual purchaser of each Certificate ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transactions, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Certificates are to be accomplished by entries made on the books of Direct or Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Certificates, except in the event that use of the book-entry system for the Certificates is discontinued.

To facilitate subsequent transfers, all Certificates deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Certificates with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Certificates; DTC's records reflect only the identity of the Direct Participants to whose accounts such Certificates are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Certificates may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Certificates, such as redemptions, tenders, defaults, and proposed amendments to the Certificate documents. For example, Beneficial Owners of Certificates may wish to ascertain that the nominee holding the Certificates for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices are to be sent to DTC. If less than all of the Certificates within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Certificates unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Paying Agent as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, principal payments, and interest payments on the Certificates will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detailed information from the City or Paying Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, nor its nominee, the Paying Agent or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, principal payments, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent; disbursement of such payments to Direct Participants will be the responsibility of DTC; and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Certificates at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

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

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

So long as Cede & Co. is the registered holder of the Certificates as nominee of DTC, references herein to the Holders, holders, or registered owners of the Certificates mean Cede & Co. and not the Beneficial Owners of the Certificates.

THE CITY, THE CORPORATION, THE TRUSTEE AND THE UNDERWRITER CANNOT AND DO NOT GIVE ANY ASSURANCES THAT THE DIRECT PARTICIPANTS OR THE INDIRECT PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE CERTIFICATES (I) PAYMENTS OF PRINCIPAL OF OR INTEREST AND PREMIUM, IF ANY, ON THE CERTIFICATES; (II) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN CERTIFICATES; OR (III) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNERS OF THE CERTIFICATES, OR THAT THEY WILL DO SO ON A TIMELY BASIS OR THAT DTC OR DIRECT OR INDIRECT PARTICIPANTS WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT. THE CURRENT "RULES" APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION AND THE CURRENT "PROCEDURES" OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

NEITHER THE CITY, THE PAYING AGENT NOR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO SUCH DTC PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (1) THE CERTIFICATES; (2) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (3) THE PAYMENT BY ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OF OR INTEREST OR PREMIUM, IF ANY, ON THE CERTIFICATES; (4) THE DELIVERY BY ANY DTC PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE TRUST AGREEMENT TO BE GIVEN TO BONDHOLDERS; (5) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE CERTIFICATES; OR (6) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.

Redemption Prior to Maturity

Optional Redemption. Certificates maturing on or after ____ 1, 20__ are subject to redemption on any date on or after ____ 1, 20__ at par, if the City exercises its prepayment rights under Section 15 of the Lease. See "SUMMARY OF FINANCING DOCUMENTS - The Lease - Option to Purchase" herein.

Mandatory Sinking Fund Redemption. (a) The Certificates maturing ____ 1, 20__ are subject to mandatory sinking fund redemption in part, by lot, on ____ 1 in each of the years set forth below, under the provisions of the Trust Agreement at one hundred percent (100%) of the principal amount so redeemed or paid, plus accrued interest as set forth below:

\$____,000
 ____% Term Certificates
 Maturing ____ 1, 20__

<u>Year</u>	<u>Principal Amount</u>
20__ *	____,000

*Final maturity.

(b) The Certificates maturing ____ 1, 20__ are subject to mandatory sinking fund redemption in part, by lot, on ____ 1 in each of the years set forth below, under the provisions of the Trust Agreement at one hundred percent (100%) of the principal amount so redeemed or paid, plus accrued interest as set forth below:

\$____,000
 ____% Term Certificates
 Maturing ____ 1, 20__

<u>Year</u>	<u>Principal Amount</u>
20__*	__,000

*Final maturity.

(c) The Certificates maturing ____ 1, 20__ are subject to mandatory sinking fund redemption in part, by lot, on ____ 1 in each of the years set forth below, under the provisions of the Trust Agreement at one hundred percent (100%) of the principal amount so redeemed or paid, plus accrued interest as set forth below:

\$__,000
 __% Term Certificates
 Maturing ____ 1, 20__

<u>Year</u>	<u>Principal Amount</u>
20__*	__,000

*Final maturity.

(d) The Certificates maturing ____ 1, 20__ are subject to mandatory sinking fund redemption in part, by lot, on ____ 1 in each of the years set forth below, under the provisions of the Trust Agreement at one hundred percent (100%) of the principal amount so redeemed or paid, plus accrued interest as set forth below:

\$__,000
 __% Term Certificates
 Maturing ____ 1, 20__

<u>Year</u>	<u>Principal Amount</u>
20__*	__,000

*Final maturity.

The Trustee shall credit against the mandatory sinking fund requirement for Certificates maturing ____ 1 20__, ____ 1 20__, ____ 1 20__, and ____ 1 20__, as set forth above, any Certificates of such maturity delivered to the Trustee for cancellation or purchased for cancellation by the Trustee and cancelled by the Trustee and not therefore applied as a credit against any redemption obligation. Each Certificate of such maturity so delivered or cancelled shall be credited by the Trustee at one hundred percent (100%) of the principal amount thereof against the mandatory sinking fund obligation on the applicable mandatory sinking fund

redemption date, and any excess of such amount shall be credited to future redemption obligations, and the principal amount of Certificates of such maturity to be redeemed by operation of the applicable mandatory sinking fund requirements shall be accordingly reduced; provided, however, the Trustee shall only credit such Certificates to the extent such are received on or before 45 days preceding the applicable mandatory redemption date as set forth above.

Redemption from Insurance Proceeds and Condemnation Awards. The Certificates are subject to mandatory redemption, in whole or in part, on any date, without premium at a price equal to the principal amount thereof plus accrued but unpaid interest from the following sources:

(a) proceeds of any Property Insurance, including the proceeds of any self-insurance fund, or the proceeds of any condemnation award, which have not been applied to repairing or replacing damaged, destroyed or taken property;

(b) proceeds of title insurance received as a result of a title defect in respect of the Project, if the City determines that such title defect has materially affected the Project; and

(c) proceeds of damages or other payments received by the Trustee from the enforcement of any rights and powers of the Trustee under the Lease after payment of overdue interest and principal with respect to the Certificates.

Redemption From Excess Construction Fund Moneys. The Certificates are subject to mandatory redemption, in whole or in part, on any date, without premium, at a redemption price equal to the principal amount thereof, plus accrued but unpaid interest, from moneys transferred to the Redemption Account within the Certificate Fund from the General Account of the Construction Fund after completion of the Project.

Selection and Partial Redemption of Certificates. If less than all of the Certificates of a particular maturity at the time Outstanding are to be called for redemption, the particular Certificates or portions thereof of such maturity to be redeemed shall be selected, except as otherwise provided in the Trust Agreement, by the Trustee in such manner of random selection as the Trustee, in its discretion, may determine. The Trustee shall call for redemption in accordance with the foregoing provisions as many Certificates or portions thereof as will, as nearly as practicable, exhaust the moneys available therefor. Particular Certificates or portions thereof shall be redeemed only in integral multiples of a principal amount of \$5,000.

In the case of Certificates of denominations greater than \$5,000, if less than all of such Certificates then Outstanding are to be called for redemption, then for all purposes in connection with redemption, each \$5,000 of principal amount shall be treated as though it was a separate Certificate of the denomination of \$5,000 bearing one of the numbers borne by such by registered Certificate. If it is determined that one or more, but not all of the \$5,000 units of principal amount represented by any such fully registered Certificate is to be called for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Owner of such fully registered Certificate shall forthwith surrender such Certificate to the Trustee (a) for payment of the redemption price (including the redemption premium, if any, and interest to date fixed for redemption) of the \$5,000 unit or units of principal amount called for redemption, and

(b) exchange for a new Certificate or Certificates of the aggregate principal amount of the unredeemed balance of the principal amount of such fully registered Certificate, which shall be issued to the Owner thereof without charge therefor. If the Owner of any such fully registered Certificate of a denomination greater than \$5,000 shall fail to present such Certificate to the Trustee for payment and exchange as aforesaid, such Certificate shall nevertheless become due and payable on the date fixed for redemption to the extent of the \$5,000 unit or units of principal amount called for redemption (and to that extent only). Interest shall cease to accrue on the portion of the principal amount of such Certificate represented by such \$5,000 unit or units of principal amount on and after the date fixed for redemption, provided that funds sufficient for the payment of the redemption price shall have been deposited with the Trustee and shall be available for the redemption of said \$5,000 unit or units on the date fixed for redemption, and in such event, such Certificate shall not be entitled to the benefit or security of this Trust Agreement to the extent of the portion of its principal amount (and accrued interest thereon to the date fixed for redemption and applicable premium, if any) represented by such \$5,000 unit or units of principal amount, nor shall new Certificates be thereafter issued corresponding to said unit or units.

Notice. Notice of redemption identifying the numbers of Certificates or portions thereof to be redeemed shall be given to the Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. From and after such redemption date, interest with respect to the Certificates to be redeemed will cease to accrue.

SOURCES OF PAYMENT

The Certificates represent proportionate interests in the Lease including, in particular, the right to receive a proportionate share of the Base Rental payments to be made by the City under the Lease. The Base Rental payments are to be paid from the general fund of the City or any other source of funds lawfully available therefor. In the Lease, the City covenants to take such action as may be necessary to include all Base Rental payments in its annual budget and to make the necessary annual appropriations for all such Base Rental payments.

City's Obligation for Payment

The obligation of the City to make Base Rental and Additional Rental payments under the Lease constitutes a binding obligation of the City in accordance with the terms of said Lease. Provided, however, so long as no default of any monetary obligation of the City has occurred, the City's obligation to pay any amounts due or perform any covenants requiring or resulting in the expenditure of money shall be contingent and expressly limited to the extent of any specific, annual appropriation made by the City to fund such Lease. Nothing contained in the Lease shall create any monetary obligation on the part of the City beyond such current and specific appropriation. The Mayor and City Council of the City (the "Governing Body"), in its sole discretion, may make said payments with any lawfully available revenues. Except as stated in the Trust Agreement, nothing in the Lease creates a lien of any kind or character whatsoever upon any funds, income or revenue now existing or hereafter held, collected, received, anticipated by, or available to the Governing Body or prevents or restricts the Governing Body at any time from pledging, obligating or creating specific liens upon funds, income or revenues to or for the payment of any bonds, notes or certificates of the Governing Body or for any other

purpose whatsoever. The City has not pledged or levied any form of taxation for the payment of Outstanding Certificates.

The obligation of the City under the Lease is not a general obligation and does not constitute a pledge of the full faith and credit of the City, the State of Mississippi or any political subdivision or agency thereof within the meaning of any constitutional or statutory provision or limitation.

No Right to Abatement Upon Damage, Destruction or Taking

The obligations of the City to make the payments required by the Lease thereof and to perform and observe the other agreements on its part contained in the Lease and Trust Agreement shall be absolute and unconditional, regardless of whether the Project shall have been entirely completed at the time the first payment becomes due hereunder and regardless of the continued existence of the Project in a physical condition satisfactory to the City. Until such time as the principal of and interest on the Certificates shall have been fully paid or all the City's obligations under the Lease and the Trust Agreement satisfied and defeased, the City (1) shall not diminish, suspend or discontinue any payments provided for in the Lease, (2) shall perform and observe all of its other agreements contained in the Lease, and (3) shall not terminate the Lease for any cause.

Under the Lease (see the caption "SUMMARY OF FINANCING DOCUMENTS - Lease"), the City agrees to secure and maintain at all times a policy or policies of insurance against loss or damage to the Project known as "all risk." Such insurance shall be maintained at all times in an amount not less than the aggregate amount of Certificates Outstanding at such time. If the required insurance is not available from reputable insurers at a reasonable cost, the City shall be required to self-insure to the extent necessary to enable it to repair or replace the Project in accordance with the provisions of Section 4.4 of the Lease.

The Lease requires that the proceeds of the Property Insurance received in respect of destruction of or damage to the Project shall be paid to the Trustee for application in accordance with the provisions of the Trust Agreement, unless the City elects pursuant to the Trust Agreement to apply such proceeds to the replacement, repair or reconstruction of the Project. For a description of the City's options with respect to the repair or replacement of the Project and the use of Property Insurance proceeds, see "SUMMARY OF FINANCING DOCUMENTS - Trust Agreement -Property Insurance and Condemnation Proceeds" herein.

SUMMARY OF FINANCING DOCUMENTS

The following are summaries of certain provisions contained in the Ground Lease, the Lease, the Trust Agreement and the Assignment Agreement and are not to be considered full descriptions thereof.

Ground Lease

Under the Ground Lease, the City has leased, at the stated advance rental of \$1.00, the real property which will be the site of the Project. Such Property is leased to the corporation for

a term expiring upon the earlier of (i) ____ 1, 20__ or (ii) the date of termination of the Lease or the purchase by the City of the Corporation's leasehold interest in the Project.

Lease

Rentals. Under the Lease, the City promises to make Base Rental payments for the use of the Project. Base Rental payments will be distributed by the Trustee to the Owners of the Certificates (See "CERTIFICATES - Book-Entry Only System" herein). In the Lease, the City also promises to pay Additional Rental. The Lease is a triple net lease, and the City is obligated accordingly to pay all utility charges, maintenance expenses and other costs associated with the operation and possession of the Project. Base Rental due on ____ 1 in any year shall be for the period ____ 1 of the prior year through the last day of ____ of such year, and Base Rental due ____ 1 in any year shall be for the period ____ 1 of said year through the last day of ____ of such year. To secure the performance of its obligation to pay Base Rental, the City is required to deposit each Base Rental payment with the Trustee on or before the fifth day (5th) preceding the date on which the Base Rental payment is due, provided, however, that if such fifth (5th) day is not a Business Day, the City is required to deposit such Base Rental payment with the Trustee on the first Business Day preceding the date the Base Rental payment would otherwise be due. However, the amount to be deposited as set forth under **APPENDIX D** hereto shall be reduced by any amounts already on deposit in the Base Rental Fund. The Corporation has, in the Assignment Agreement, assigned to the Trustee its rights to receive the Base Rental.

Term of Lease. The Lease Term begins on the Closing Date and ends ____ 1, 20__, or at such earlier time as the Certificates have been paid or provision for their payment has been made in accordance with the provisions of the Lease and the Trust Agreement.

Upon payment of all Base Rental and Additional Rental required by the Lease or upon the sale of the Project to the City or its assignee pursuant to the exercise of the option to purchase the Project described below, the Lease shall terminate and title to the Project, and any improvements thereon or additions thereto, shall be transferred directly to the City or, at the option of the City, to any assignee or nominee of the City in accordance with the provisions of the Lease.

Option to Purchase. The City is given the exclusive right and option which shall be irrevocable during the term of the Lease to purchase the Lessor's interest in the Project on any Business Day, upon payment of the option price, but only if the City is not in default under the Lease or the Trust Agreement. The option price is the total amount necessary to defease all Outstanding Certificates pursuant to and in accordance with the Trust Agreement.

Construction of Project. The Corporation shall agree to cause the Project and the related facilities to be constructed in accordance with the terms of the Lease, the plans, and the General Construction Contract, as hereinafter defined. Payment for the costs of constructing and installing the Project and the related facilities shall be made from the moneys deposited in the Construction and Acquisition Fund. The Corporation agrees that it will cause the construction, acquisition, delivery and installation of the Project and the related facilities to be diligently performed in accordance with the Lease and any applicable requirements of governmental authorities and law.

Covenant to Repair. During the term of the Lease, the City shall, at its own expense, maintain the Project, or cause the Project to be maintained, in good order, condition and repair and shall replace any portion of the Project which is destroyed; provided that the City shall not be required to repair or replace any such portion of the Project pursuant to the Lease if there shall be applied to the redemption of Certificates insurance proceeds or other lawfully available funds sufficient to redeem (i) all of the Certificates Outstanding or (ii) any portion thereof, and the rental payments allocable to the remaining portion of the Project equals the pro rata portion of Base Rental allocable to the Certificates Outstanding after such redemption.

Insurance. The City is required to secure and maintain or cause to be secured and maintained at all times with insurers of recognized responsibility, or, to the extent allowed below, through a program of self-insurance, all coverage on the Project described below.

Such insurance shall consist of:

(1) Property and casualty insurance for the Project in an amount (except as provided below) equal to the replacement cost of the Project. Such coverage must apply exclusively to the Project and must be available to repair/rebuild the Project under all circumstances after the occurrence of an insured peril. Full payment of insurance proceeds up to the required policy dollar limit in connection with damage to the Project shall, under no circumstances, be contingent on the degree of damage sustained at other facilities owned or leased by the City. The policy must explicitly waive any co-insurance penalty.

(2) To the extent sovereign immunity is waived, comprehensive general liability coverage against claims for damages including death, personal injury, bodily injury, or property damage arising from operations involving the Project, in an amount recommended from time to time by the City's risk management officer or an independent insurance consultant retained by the City for that purpose; provided, however, that the City's obligations under this clause (2) may be satisfied by self-insurance in an amount based on the recommendation of an independent insurance consultant retained by the City;

(3) From and after the substantial completion of the Project which shall be evidenced by a Certificate of Completion, boiler and machinery coverage against loss or damage by explosion of steam boilers, pressure vessels and similar apparatus now or hereafter installed in the Project in an amount not less than \$1,000,000.00 per accident;

(4) Workers' compensation insurance issued by a responsible carrier authorized under the laws of the State of Mississippi; provided, however, that the City's obligations under this clause (4) may be satisfied by self-insurance; and

(5) Title insurance in an amount equal to the par value of the Certificates. No self-insurance is permitted with respect to the above requirements for title insurance.

All policies or certificates issued by the respective insurers for insurance, with the exception of workers' compensation insurance, shall provide that such policies or certificates shall not be canceled or materially changed without at least 30 days' prior written notice to the Trustee. On or before ____ 2 of any Lease Year, the City shall deposit with the Trustee a

certificate of a City Representative stating that the City is in compliance with the insurance requirements set forth in Section 4.4 of the Lease. Insurance policies shall name the Trustee as additional insured.

Application of Property Insurance Proceeds. Proceeds of Property Insurance received in respect of destruction of or damage to the Project by fire or other casualty or event shall be paid to the Trustee for application in accordance with the provisions of the Trust Agreement. (See the caption "SUMMARY OF FINANCING DOCUMENTS - Trust Agreement - Property Insurance and Condemnation Proceeds.")

Eminent Domain. If the Project, or any portion thereof, shall be taken under the power of eminent domain, the Lease shall continue in full force and effect and shall not be terminated by virtue of such taking and in the Lease the parties waive the benefit of any law to the contrary. Any award made in eminent domain proceedings for the taking shall be paid to the Trustee for application in accordance with the provisions of the Trust Agreement.

Default. Any of the following shall be defaults under the Lease: (i) the City shall fail to deposit with the Trustee any Base Rental on the day such deposit is required to be made, (ii) the City shall fail to pay any item of Additional Rental when the same shall become due and payable or (iii) the City shall breach any other terms, covenants or conditions contained in the Lease or in the Trust Agreement and shall fail to remedy any such breach with all reasonable dispatch within a period of 30 days after written notice thereof from the Corporation to the City; provided, however, that if the failure stated in the notice cannot be corrected within such period, then such period will be extended so long as corrective action is instituted by the City within such period and diligently pursued until the default is corrected, but only if such extension would not materially adversely affect the interest of the Owners of the Certificates.

Remedies. Upon the happening of an event of default, the Lessor may (i) terminate the Lease, (ii) with the consent of the City, which consent shall not be unreasonably withheld, keep the Lease in full force and effect and relet or sell the Project for the account of the City, and the City will remain liable for any cumulative net deficiency of rental payments under the Lease, (iii) terminate the Lease and relet the premises or sell the Project, (iv) enforce all of the rights and remedies under the Lease as they mature against the City, and (iv) exercise such other remedies as may be legally available.

Subleases. The City may sublease all or any portion of the Project or grant concessions to others for the use of all or part of the Project as may be necessary or convenient or assign its right to purchase the Project pursuant to the Lease, but the City will remain liable for all of its obligations under the Lease.

Amendments to Lease. Pursuant to the terms of the Trust Agreement and the Lease, the Lease may be amended in writing by agreement between the parties thereto, with the consent of the Trustee, but no such amendment shall become effective as to the Owners of Certificates then Outstanding unless and until approved in writing by the Owners of a majority in aggregate amount of Certificate Obligation then Outstanding. Notwithstanding the foregoing, the Lease and the rights and obligations provided thereby may also be modified or amended at any time with the consent of the Trustee but without the consent of any Owners of the Certificates, upon

the written agreement of the City and the Corporation, but only (1) for the purpose of curing any ambiguity or omission relating thereto, or of curing, correcting or supplementing any defective provision contained in the Lease, (2) in regard to questions arising under the Lease which the City and the Corporation may deem necessary or desirable and not inconsistent with the Lease and which shall not adversely affect the interests of the Owners of the Certificates, or (3) for any other reason, provided such modification or amendment does not adversely affect the interests of the Owners of the Certificates or impose additional duties, responsibilities or liabilities upon the Trustee; provided that the City, the Corporation and the Trustee may rely in entering into any such amendment or modification thereof upon the opinion of Independent Counsel stating that the requirements of this sentence have been met with respect to such amendment or modification.

Trust Agreement

Funds and Accounts. Under the Trust Agreement, the Trustee holds the Construction and Acquisition Fund, including the General Account and the Costs of Issuance Account therein, the Base Rental Fund, the Certificate Fund, including the Interest Account, the Principal Account, the Redemption Account and the Contingency Account therein, and the Rebate Fund. Amounts deposited in the Base Rental Fund, and the Certificate Fund are pledged to payment of the Certificates. Amounts deposited in the Rebate Fund are held for the benefit of the federal government.

Construction and Acquisition Fund. On the Closing Date moneys will be deposited into the General Account and into the Costs of Issuance Account of the Construction and Acquisition Fund. Amounts in the Costs of Issuance Account will be used to pay costs and expenses related to the execution, delivery and sale of the Certificates. Any amount not used for such purpose is to be transferred to the General Account. Amounts in the General Account are to be used to pay Acquisition Costs, which, with respect to the Project and the related facilities, include the contract price paid for the acquisition, construction, installation or delivery of the Project and the related facilities, in accordance with the Construction Contract, and include reimbursement to the City and Corporation for any payments made to the Contractor by the City and Corporation prior or subsequent to the execution of the Lease. Acquisition Costs also include the cost of the site of the Project, the costs of site preparation, costs and expenses incurred in connection with the execution and delivery of the Certificates, the Ground Lease, the Lease, the Assignment Agreement and the Trust Agreement, and any and all other agreements, instruments, certificates or other documents issued in connection therewith, any premium with respect to insurance of the Certificates, as well as administrative, engineering, legal, financial and other costs incurred in connection with the acquisition, construction, delivery, installation, furnishing, equipping and financing of the Project and related facilities.

If, after payment of the Acquisition Costs, there shall remain any balance of moneys in the General Account, all money so remaining shall be transferred, first, to the Redemption Account in the Certificate Fund, and seconded, to the Interest Account of the Certificate Fund.

Base Rental Fund. The Base Rental Fund is established in the Trust Agreement to receive amounts deposited on account of Base Rental payments with the exception of delinquent Base Rental payments. Moneys in the Base Rental Fund are to be transferred by the Trustee to

the Principal Account and Interest Account within the Certificate Fund on the applicable Interest Payment Dates or redemption dates in an amount which, together with money on deposit therein, equals the interest and principal then due or required to be prepaid with respect to the Certificates.

Certificate Fund. Moneys available in the Interest Account and the Principal Account shall be applied by the Trustee to the payment of interest or principal payable on any Interest Payment Date or redemption date. Any delinquent Base Rental payments, proceeds of rental interruption insurance and any liquidated damages will be deposited in the Contingency Account and shall be transferred first, to the Interest Account and Principal Account, in such order of priority, for payment of past due interest and principal payments. Any amounts remaining in the Contingency Account after the foregoing transfers have been made shall be transferred to the Redemption Account. Property Insurance proceeds and condemnation awards not used to repair or replace the Project, the proceeds of title insurance received by the Trustee in the event of a title defect and damages or other payments received by the Trustee from the enforcement of any rights under the Lease and the Trust Agreement will be deposited into the Redemption Account maintained in the Certificate Fund and applied to the redemption of Certificates. Any amounts remaining in the General Account of the Construction and Acquisition Fund upon completion of the Project and the delivery of the Certificate of Completion to the Trustee will be transferred in integral multiples of \$5,000 to the Redemption Account in the Certificate Fund and applied to the redemption of the Certificates.

Investment. All moneys held by the Trustee in any of the funds established under the Trust Agreement must be invested in Qualified Investments so as to obtain the highest yield practicable, giving due regard to the safety of such funds and the date upon which such funds will be required for the uses and purposes specified in the Trust Agreement, subject, however, to instructions as to investment from the City and matters of yield restriction, where appropriate.

Surplus. After payment of all amounts due with respect to the Certificates, payment of all fees and expenses to the Trustee, or satisfactory provision for such payments having been made, any amounts remaining in any of the funds or accounts established hereunder and not required for such purposes shall be remitted to the City and used for any lawful purpose thereof.

Property Insurance and Condemnation Proceeds. In the Trust Agreement, the City affirmatively covenants to maintain all Property Insurance required by the Lease as outlined in "Summary of Financing Documents - Lease - Insurance." Under the Trust Agreement, the proceeds of any Property Insurance, including the proceeds of any self-insurance fund, and the proceeds of any condemnation award, received on account of any damage, destruction or taking of the Project shall be held by the Trustee in an account (the "Special Account") and made available for, and to the extent necessary be applied to, the cost of repair or replacement of the Project.

Notwithstanding the foregoing, the City shall notify the Trustee within 90 days of the receipt by the Trustee of the Property Insurance or condemnation proceeds, whether the City intends to replace or repair the portion of the Project with respect to which such proceeds were received. If the City elects to replace or repair such portion of the Project, the City is required to deposit with the Trustee the full amount of any insurance deductible to be credited to the Special

Account. The City shall be required to replace or repair such portion of the Project, unless (i) the City deposits the full amount of any insurance deductible necessary, together with the proceeds of insurance, to redeem prior to maturity the Certificates relating to such portion of the Project and (ii) the Base Rental with respect to the remaining portion of the Project is sufficient to pay the Certificate Obligation and interest due with respect to the Certificates to remain Outstanding after the date on which Certificates relating to such portion of the Project are redeemed. The proceeds of any Property Insurance, including the proceeds of any self-insurance fund, or the proceeds of any condemnation award, not applied to repairing or replacing damaged, destroyed or taken property, or in respect to which notice in writing by the City of its intention to apply the same to the work of repairing or replacing the property damaged, destroyed or taken shall not have been given to the Trustee within 90 days after receipt of such proceeds by the Trustee, or which the City shall at any time during such period have notified the Trustee are not to be so applied, shall forthwith be deposited into the Redemption Account and applied to the redemption of Certificates in accordance with the Trust Agreement.

Title Insurance. Under the Trust Agreement, Proceeds of any policy of title insurance, if any, received by the Trustee in respect of the Project shall (a) if the City determines that the title defect does not materially affect the operation of the Project be remitted to the City; or (b) if the City determines that such title defect has materially affected a portion of the Project, be deposited in the Redemption Account of the Certificate Fund and applied to the redemption of Certificates.

Tax Covenant. The City covenants in the Trust Agreement that, in order to maintain the exclusion from gross income for federal income tax purposes of the portion of Base Rental designated as and comprising interest on the Certificates, the City will comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code, in that the City agrees to comply with the covenants contained in, and the instructions given pursuant to, the Non-Arbitrage Certificate. The Trustee agrees to comply with any instructions received from the City which the City indicates must be followed in order to comply with the Non-Arbitrage Certificate.

Compliance With Trust Agreement. The City agrees in the Trust Agreement to faithfully observe all covenants and other provisions contained in the Trust Agreement, in each Certificate and in the Lease. Except as provided in the Lease, the City agrees that it will not agree to any amendment to the Lease that would either lengthen the term thereof or reduce the amount of Base Rental or Additional Rental payable thereunder, or change the time or times of payment of such Base Rental or Additional Rental, or agree to any other amendment detrimental to the rights of the Owners of the Certificates.

Prosecution and Defense of Suits. The City agrees in the Trust Agreement that it will promptly take such action as may be necessary to cure any defect in the title to the Project and shall prosecute and defend all such suits, actions and all other proceedings as may be appropriate for such purpose. The City covenants that it will pursue eminent domain proceedings as may be necessary to acquire the Property.

No Extension of Time of Payment. The City agrees in the Trust Agreement that it will not directly or indirectly extend the dates upon which the Base Rental payments are required to

be paid or prepaid, or the time of payment of interest with respect thereto. Such covenant, however, states that it shall not limit the right of the City to issue any securities for the purpose of providing funds for the redemption of the Certificates and such issuance shall not be deemed to constitute an extension of the maturity of the Certificates.

Defaults; Remedies. The following are "events of default" under the Trust Agreement:

(a) An event of default shall have occurred under the Lease involving the failure by the City to pay Base Rental or Additional Rental when due.

(b) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed under the Trust Agreement or the Lease, other than such failure as may constitute an event of default under clause (a), for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given; provided, however, that if the failure stated in the notice cannot be corrected within such period, then such period will be extended so long as corrective action is instituted by the City within such period and diligently pursued until the default is corrected, but only if such extension would not materially adversely affect the interest of any Owner.

(c) The filing by the City of a voluntary petition of bankruptcy.

Upon the occurrence and continuance of any event of default specified in (a) above, the Trustee shall proceed, or upon the occurrence and continuance of any other event of default under the Trust Agreement, the Trustee may proceed (and upon written request of the Owners of not less than a majority in aggregate amount of Certificate Obligation then Outstanding shall proceed), to exercise the remedies set forth in the Lease and the Trust Agreement. The Trustee shall take any appropriate action to cause the City to pay any Base Rental payment not paid when due, upon written request and authorization by the Owners of a majority in aggregate amount of Certificate Obligation then Outstanding, and upon being satisfactorily indemnified against any expense and liability with respect thereto and after receiving payment for its fees and expenses.

In the event the Trustee fails to take any action to eliminate an event of default under the Lease or the Trust Agreement, including the collection of Base Rental when due, the Owners of a majority in aggregate amount of Certificate Obligation then Outstanding may institute any suit, action, mandamus or other proceeding in equity or at law for the protection or enforcement of any right under the Lease or the Trust Agreement, but only if such Certificate Owners, as applicable, shall have first made written request of the Trustee and shall have afforded the Trustee a reasonable opportunity to proceed in its name and unless, also, the Trustee shall have been offered reasonable security and indemnity against costs, expenses and liabilities, and the Trustee shall have refused or neglected to comply with such request within a reasonable time.

Defeasance. The obligations of the Trustee and the City under the Trust Agreement with respect to all Outstanding Certificates executed and delivered will terminate (except the obligation of the Trustee to pay or cause to be paid to Certificate Owners sums received pursuant to the terms of the Lease and due with respect to such Certificates and the obligation of the City to pay the fees and expenses of the Trustee) when (i) all amounts designated as principal and

interest with respect to the Certificates have been paid; (ii) money has been deposited, at or, in the event of redemption prior to maturity thereof, before maturity, in trust with the Trustee in an amount sufficient to pay all Outstanding Certificates, including all principal, premium, if any, and interest at or before their respective maturity dates; or (iii) lawful money or direct obligations issued by the United States Treasury or in such other federal securities as may be permitted under regulations issued pursuant to Section 149(b) of the Code, and which, in the opinion of nationally recognized bond counsel, will not impair the exclusion, if any, from gross income for federal income tax purposes of interest due with respect to the Certificates, have been deposited in trust with the Trustee which, together with the interest to accrue thereon, are sufficient to pay all Outstanding Certificates, including all principal, premium, if any, and interest at or, in the event of redemption prior to maturity thereof, before their respective maturity dates.

Limitation of Liability. The Trust Agreement contains certain provisions limiting the liability of the parties thereto, including the following provisions:

(i) except for the payment of Base Rental and Additional Rental when due in accordance with the Lease and the performance of the other covenants of the City contained in the Lease, the Ground Lease, the Certificates and the Trust Agreement, the City will have no other obligation or liability to the Trustee or the Owners of the Certificates;

(ii) except as otherwise provided in the Trust Agreement, the Trustee will not have any obligation or liability to Owners of the Certificates with respect to the payment of Base Rental payments by the City when due, or with respect to the performance by the City of any covenant made by it under the Lease;

(iii) the Trustee will not be responsible for (a) providing information to Certificate Owners concerning the investment quality of the Certificates, (b) the performance by the City of duties imposed upon it by the Trust Agreement, (c) the validity or sufficiency of the Trust Agreement, the Ground Lease, the Lease, the Assignment Agreement or the Certificates, or (d) the value of, or title to, the Project; and

(iv) The City shall not have any obligation or liability to any other party or to the Owners with respect to the performance by the Trustee of any duty imposed upon it by the Trust Agreement.

Amendments to the Trust Agreement. The Trust Agreement may be amended with the consent of the Owners of a majority in aggregate amount of Certificate Obligation then Outstanding, or without consent of such Owners, (i) for the purpose of curing any ambiguity or omission relating thereto, or of curing, correcting or supplementing any defective provision contained in the Trust Agreement; (ii) in regard to questions arising under the Trust Agreement which the City and the Trustee may deem necessary or desirable and not inconsistent with the Trust Agreement and which do not adversely affect the interests of the Certificate Owners; or (iii) for any other reason, provided such modification or amendment does not adversely affect the interests of the Owners of the Certificates. The City and the Trustee may rely in entering into any such modification or amendment upon an opinion of counsel stating that the foregoing requirements have been met with respect to such amendment. No amendment may impair the

right of any Certificate Owner to receive the share of Base Rental with respect to such Owner's Certificate.

Assignment Agreement

Under the Assignment Agreement, the Corporation assigns and transfers to the Trustee, for the benefit of Certificate Owners, all of its rights, title and interest in and to the Ground Lease and the Lease (excepting only its obligation to cause the Project to be constructed in accordance with the Lease and its rights to indemnification and payment or reimbursement of its costs and expenses), including its right to receive Base Rental payments and its right to enforce the payment of Base Rental payments pursuant to the Lease. The Trustee accepts such assignment for the purpose of securing such payments and rights to the Certificate Owners, subject to the provisions of the Trust Agreement.

RISK FACTORS AND INVESTMENT CONSIDERATIONS

General

The following is a discussion of certain risks that could affect the Base Rental Payments and other payments to be made by the City with respect to the Lease and the Certificates. In order to identify risk factors and make an informed investment decision, potential investors should be thoroughly familiar with this entire Official Statement (including the Appendices hereto) in order to make a judgment as to whether the Certificates are an appropriate investment. Prospective purchasers of the Certificates should consider carefully all possible factors that may result in a default in the payment of the principal component or interest component of Base Rental Payments represented by the Certificates, by the City under the Lease, the prepayment of the Certificates prior to maturity or the determination that the interest component of the Base Rental Payments represented by the Certificates might be includible in gross income for purposes of federal and Mississippi income taxation. The following list of possible factors, while not setting forth all the factors that must be considered, contains some of the factors that should be considered prior to purchasing the Certificates. **This discussion of risk factors is not, and is not intended to be, comprehensive or exhaustive.**

Limited Obligations

The Certificates will not constitute an indebtedness or liability of the Corporation, the City, the State of Mississippi, or any other political subdivision thereof within the meaning of any state constitutional provision or statutory limitation and will not constitute a pledge of the faith and the credit of the Corporation, the City, the State of Mississippi, or any other political subdivision thereof. The delivery of the Certificates will not obligate the City, the State of Mississippi, or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment in any year subsequent to a year in which the Lease is in effect. The Corporation has no taxing power. **Neither the Certificates nor the Lease constitute a general obligation or other indebtedness of the City.**

The City has covenanted in the Lease to take all action as may be necessary to include rental payments in its annual budget, although the obligation of the City to pay Base Rental Payments and Additional Payments is limited to those funds that are specifically budgeted and

appropriated annually by the City's Governing Body for such purpose. While the City has so covenanted, **there can be no assurance that the City will appropriate funds for Base Rental Payments.**

Results of Nonappropriation

While the City deems the existence and operation of the Project to comprise an essential part of its governmental function, if the City does not budget and appropriate, specifically with respect to the Lease, moneys sufficient to pay all Base Rental Payments and all other amounts due under the Lease coming due each Fiscal Year during the term of the Lease, the Lease will be deemed to be in default. The Lease is subject to termination by the Corporation if any Event of Default has occurred, is continuing and not cured.

Pursuant to the Ground Lease, the City will lease the Project to the Corporation, as lessee. The City owns the site on which the Project will be constructed, and which is the subject of the Ground Lease. The Ground Lease is for a twenty-year term ending ____ 1, 20____. If there is an Event of Default which is not cured or the City does not appropriate funds under the Indenture or the Lease, the Trustee, as assignee of the Corporation, has the right to possession of the Project for the remainder of the term of the Base Lease, and has the right to sublease its interest in the Base Lease upon such terms as it deems prudent.

Although the Project is deemed an essential part of the City's governmental function, the Project may not be reasonably or easily converted to alternative uses. A potential purchaser of the Certificates should not assume that it will be possible to sublease the Corporation's interest in the Project after a termination of the Lease for an amount equal to the aggregate principal component of the Base Rental Payments represented by the Certificates then outstanding plus the interest component of the Base Rental Payments represented by the Certificates accrued thereon.

Damage or Destruction of the Project

The Lease requires the Project to be insured. If the Project is damaged or destroyed and if the City shall determine that rebuilding, repairing, restoring or replacing the Project is desirable, the City shall proceed with rebuilding, repairing, restoring or replacing of the property damaged or destroyed so as to place said Project in substantially the same condition as existed prior to the event causing such damage or destruction, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the City and as will not impair the utility of the Project. The City and the Trustee will cause the net proceeds of any insurance claim to be applied to the prompt repair, restoration, modification or improvement of the Project. Any balance of the net proceeds remaining after such work has been completed shall be deposited into the Certificate Fund. If said net proceeds are not sufficient to pay in full the costs of such replacement, repair, rebuilding or restoration, the City shall nonetheless complete the work thereof and shall, subject to appropriating funds for such purpose, pay that portion of the costs thereof in excess of the amount of said net proceeds.

If the City shall determine that rebuilding, repairing, restoring or replacing the Project is not practicable and desirable, then, in lieu of rebuilding, repairing, restoring or replacing the Project, the City shall promptly purchase the Project by paying the option price to the

Corporation and any net proceeds of casualty insurance received with respect to any such damage or loss to the Project shall be applied to such payment.

The City shall not, by reason of its inability to use all or any part of the Project during any period in which the Project are damaged or destroyed, or are being repaired, rebuilt, restored or replaced, or by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the Corporation, the Trustee or the Registered Owners of the Certificates, or any abatement or diminution of the rentals payable by the City under the Lease.

There can be no assurance either as to the adequacy of or timely payment under property damage insurance in effect at that time.

Amendment of the Indenture, Lease and Ground Lease

Certain amendments to the Indenture, the Lease and the Ground Lease may be made with consent of the owners of not less than a majority in principal amount of the Certificates then outstanding affected by such supplemental indentures or supplemental leases. Such amendments may adversely affect the security of the owners of the Certificates.

Delays in Exercising Remedies

The enforceability of the Ground Lease and the Indenture is subject to applicable bankruptcy laws, equitable principles affecting the enforcement of creditors' rights generally and liens securing such rights, the exercise of judicial authority by State of Mississippi or federal courts and the exercise by the United States of America of the powers delegated to it by the U.S. Constitution.

The Project is to be used by the City for the performance of its governmental functions. Due to the governmental use of the Project and the delays inherent in obtaining possession of the Project and other judicial remedies, no assurance can be given that (1) a court, in the exercise of judicial discretion, would enforce these remedies in a timely manner, or (2) any money realized by the Trustee upon an exercise of any remedies would be sufficient to pay in full the principal and interest components of Base Rental Payments with respect to the Certificates. The legal opinions to be delivered with the delivery of the Certificates will be qualified as they relate to the enforceability of the various legal instruments by reference to the limitations on enforceability of those instruments under (1) applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights, (2) general principles of equity, and (3) the exercise of judicial discretion in appropriate cases. If such money is insufficient to pay all outstanding Certificates in full, the Certificates would be paid in part on a *pro rata* basis. Any delays in the ability of the Trustee to obtain possession of the Project will, of necessity, result in delays in any payment of principal and interest components of Base Rental Payments with respect to the Certificates.

Loss of Premium from Prepayment

Any person who purchases a Certificate at a price in excess of its principal amount or who holds such Certificate trading at a price in excess of par should consider the fact that the

Certificates are subject to prepayment prior to maturity at the prepayment prices described herein in the event such Certificates are prepaid prior to maturity.

Taxability

The Certificates are not subject to prepayment nor is the interest rate subject to adjustment in the event of a determination by the Internal Revenue Service or a court of competent jurisdiction that the interest component of the Base Rental Payments paid or to be paid on any Certificate is or was includible in the gross income of the owners of the Certificates for federal income tax purposes.

Secondary Market

There is no assurance that a secondary market will develop for the purchase and sale of the Certificates. Prices of municipal securities in the secondary market are subject to adjustment upward and downward in response to changes in the credit markets and changes in operating performance of the entities operating the facilities subject to the municipal securities. From time to time the secondary market trading in selected issues of municipal securities as a result of the financial condition or market position of the underwriter, prevailing market conditions, or a material adverse change in the operations of that entity, whether or not the subject securities are in default as to principal and interest payments, and other factors which may give rise to uncertainty concerning prudent secondary market practices. Municipal securities are generally viewed as long-term investments, subject to material unforeseen changes in the investor's circumstances, and may require commitment of the investor's funds for an indefinite period of time, perhaps until maturity.

TAX MATTERS

In the opinion of Butler Snow LLP, Special Counsel, under existing statutes, regulations, rulings and court decisions, the portion of each Base Rental payment due under the Lease designated as and comprising interest and received by the Owners of the Certificates is excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code.

In addition, Special Counsel is of the opinion that the Certificates are not "private activity bonds" as defined in Section 141(a) of the Code and, therefore, interest with respect to the Certificates is not treated as a preference item in calculating the alternative minimum tax that may be imposed on individuals and corporations. Such interest, however, is includable in the "adjusted current earnings" of certain corporations for purposes of computing the alternative minimum tax. In rendering the foregoing opinion, Special Counsel has assumed the compliance by the City with the tax covenants and representations of the City in the Trust Agreement and the City's Non-Arbitrage Certificate concerning the investment and use of Certificate proceeds and other tax matters. These requirements relate to, *inter alia*, the use and investment of the gross proceeds of the Certificates, the use of any facility, equipment or improvement financed or refinanced directly or indirectly with the proceeds of the Certificates, and rebate to the United States Treasury of specified arbitrage earnings, if any. Special Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring

(or not occurring) after the date of issuance of the Certificates have resulted in a failure of the City to comply with its covenants. Failure of the City to comply with such covenants could result in the interest on the Certificates becoming subject to federal income tax from the date of issue. For federal tax information, see "Certain Federal Tax Information" herein.

Under existing law, Special Counsel is of the opinion that, the portion of each Base Rental payment due under the Lease designated as and comprising interest and received by the Owners of the Certificates is exempt from all present taxes imposed by the State of Mississippi and any City, municipality or other political subdivision of the State of Mississippi, except for inheritance, estate and transfer taxes.

Certain Federal Tax Information

General. The following discussion of certain federal income tax matters is a summary of possible collateral tax consequences. It does not purport to deal with all aspects of federal taxation that may be relevant to particular registered owners. Further, the following discussion should not be construed as expressing an opinion of Special Counsel as to any such matters, not specifically addressed in their opinion. **Prospective purchasers of the Certificates should be aware that ownership of the Certificates may result in collateral federal income tax consequences in certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Certificates. Special Counsel does not express any opinion regarding such collateral tax consequences. Prospective purchasers of the Certificates should consult their tax advisors regarding collateral federal income tax consequences.**

Financial Institutions. Section 265(b)(1) of the Code provides that certain financial institutions may not deduct the portion of their otherwise allowable interest expense allocable to tax exempt obligations acquired after August 7, 1986 (other than "qualified tax-exempt obligations" as defined in Section 265(b)(3) of the Code).

The City has designated the Certificates as "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B) of the Code, and, in the case of certain financial institutions (within the meaning of Section 265(b)(5) of the Code), eighty percent (80%) of the interest expense deemed incurred by certain financial institutions to purchase or to carry "qualified tax-exempt obligations" is deductible.

Changes in Federal and State Tax Laws

From time to time, there are legislative proposals introduced and regulatory actions proposed or announced at the federal or state level that, if enacted, could alter or amend directly or indirectly relevant federal and state tax matters, including, without limitation, those mentioned hereinabove or could adversely affect the market value of the Certificates. It cannot be predicted whether or when or in what form any such legislative or regulatory proposal might be enacted or

implemented or whether if enacted or implemented it would apply to tax exempt obligations issued prior to enactment or implementation. In addition, from time to time litigation is threatened or commenced which, if concluded in a particular manner, could adversely affect relevant tax matters or the market value of the Certificates. It cannot be predicted how any particular litigation or judicial action will be resolved or whether the Certificates or the market value thereof would be impacted thereby. Purchasers of the Certificates should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Special Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Certificates, and Special Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending or proposed legislation, regulatory initiatives or litigation.

MUNICIPAL ADVISOR

The City has retained Government Consultants, Inc., Jackson, Mississippi, as independent municipal advisor in connection with the sale and issuance of the Certificates. In such capacity the Municipal Advisor has provided recommendations and other financial guidance to the City with respect to the preparation of documents, the preparation for the sale of the Certificates and of the time of the sale, bond market conditions and other factors related to the sale of said Certificates. Although the Municipal Advisor performed an active role in the drafting of this Official Statement, it has not independently verified any of the information set forth herein.

CERTAIN LEGAL MATTERS

Butler Snow LLP, Ridgeland, Mississippi, Special Counsel, will render an opinion with respect to the Lease and the Certificates, substantially in the form set forth in **APPENDIX C** to this Official Statement. Copies of such opinion will be available at the time of delivery of the Certificates. Certain legal matters will be passed upon for the City by Amos Law Offices, PLLC, Hattiesburg, Mississippi.

LITIGATION

There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or public body pending, or to the knowledge of the City threatened against affecting the City or, to its knowledge, any basis therefor, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by this Official Statement or the validity of the Certificates, the Lease or any other agreement or instrument to which the City is a party and which is used or contemplated for use in the transactions contemplated by this Official Statement.

VALIDATION

The Certificates will be validated by the Chancery Court of Forrest County as provided by Sections 31-13-1 to 31-13-11, Mississippi Code of 1972, as amended. The validation decree shall be final and binding.

CONTINUING DISCLOSURE

The City will enter into a written undertaking with the Trustee for the benefit of the Owners of the Certificates to deliver, or to cause to be delivered, to each "nationally recognized municipal securities information repository," within the meaning Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12"), and certain other entities described in Rule 15c2-12 (said repositories and other entities are collectively referred to as "Repositories"), the information described herein.

In the City's undertakings, the City has agreed to cause the delivery to the Repositories of Certificates certain financial information and operating data relating to the City within twelve months after the end of each fiscal year of the City ending in or after September 30, 2016 (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 E to this Official Statement.

There have been instances in each of the last five years in which the City has failed to file certain annual financial information as required by its prior continuing disclosure undertakings. On November 17, 2014, the City filed (a) a notice of failure to file certain annual reports in connection with the City's outstanding water and sewer continuing disclosure undertakings; and (b) audited financial statements for the water and sewer system for each of the fiscal years September 30, 2001 through 2013. Additional notices and filings of the City may be found on EMMA. The City adopted policies and procedures on November 4, 2014 (the "Policy") to ensure timely filing of its annual financial information. Pursuant to the Policy, a staff designee of the City will appoint or engage a dissemination agent to assist in carrying out the City's obligations under the Policy and/or the staff designee will be responsible for submitting the information required under the Policy. Pursuant to the Policy, the City will annually appoint or engage a dissemination agent for future filings.

ADDITIONAL INFORMATION

No Default on Securities

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

No 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 ten 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, 2014, PERS employers' total pension liability was \$27.0 billion. The plan fiduciary net position was \$24.9 billion resulting in a net pension liability of \$12.1 billion. The plan fiduciary net position as a percentage of the total pension liability was 67.2 percent using measurements established by GASB Statement No.

67, Financial Reporting for Pension Plans. PERS latest publicly available financial report for 2014 is available on the PERS website located at www.pers.ms.gov/content/CAFR/CAFR2014.

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, 2013, 2012 and 2011 were \$408,511, \$372,511 and \$338,227, respectively, equal to the required contributions for each year. As of June 30, 2014, the City's employer contribution and employer allocation percentage was \$3,296,345 and 0.342511%.

Consent 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 North Lagoon and South Lagoon. On March 2, 2012, Gulf Restoration Network ("GRN") filed a complaint against the City under the Clean Water Act, alleging violations of the Permits. On August 7, 2012, the Mississippi Commission on Environmental Quality ("MCEQ") intervened. On August 12, 2014, a Second Amended Agreed Order No. 6034 11 ("Second Amended Agreed Order") was entered into between MDEQ and the City. The Second Amended Agreed Order, among other things, included (a) tiered interim limits under the South Lagoon permit for South Lagoon discharges, (b) milestone deadlines for a City project at the South Lagoon, and (c) stipulated penalties for project deadlines and interim limit violations. On October 1, 2014, GRN, the City and MDEQ (the "Parties") negotiated a compromise and settlement of the issues and entered into a Consent Judgment (the "Consent Judgment") whereby the City agreed, among other things, to comply with the terms of the Second Amended Agreed Order.

Pursuant to the Consent Judgment and Second Amended Agreed Order, the City is required to engage in long-term planning and infrastructure improvements regarding its wastewater treatment system. It is anticipated that the City will incur future debt obligations to finance the wastewater treatment system and various infrastructure improvements in connection with the wastewater treatment system. As of the date of this official statement, it is anticipated that the new wastewater treatment system and infrastructure improvements will cost approximately \$125 -150M. In addition, the City anticipates additional costs in connection with future maintenance of the water and sewer system.

Bankruptcy

The City is a "Municipality" as that term is defined in Title 11 of the United States Code (the "Bankruptcy Code").¹ 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.

¹ 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).

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 of Mississippi (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 City, to file for Chapter 9 relief, the Municipality must obtain specific authority from the State Legislature.

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

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

The purpose of this Official Statement is to supply information to prospective buyers of the Certificates. Quotations, summaries and explanations of the Certificates and of statutes and documents contained in this Official Statement do not purport to be complete, and reference is made to such documents and statutes for full and complete statements of their provisions.

The information contained in this Official Statement has been taken from sources considered reliable, but it is not guaranteed. Any statement in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not representation of fact. No representation is made that any of the statements will be realized.

The City regularly prepares a variety of reports, including audits, budgets and related documents, as well as certain monthly activity reports. Any Owner of a Certificate may obtain a copy of any such report, as available, from the City.

The preparation and distribution of this Official Statement have been duly authorized by the Mayor and City Council of the City. Concurrently with the delivery of the Certificates, the City will furnish its certificate to effect that, to the best of its knowledge, this Official Statement, as of its date and as of the date of delivery of the Certificates, does not contain an untrue statement of a material fact and does not omit any material fact which should be included therein for the purpose for which this Official Statement is to be used, or which is necessary to make the statements contained herein, in light of the circumstances under which they were made, not misleading. This Official Statement has been "deemed final" by the City for the purposes of Securities and Exchange Commission Rule 15c2-12.

CITY OF HATTIESBURG, MISSISSIPPI

BY: /s/ Johnny L. Dupree
MAYOR

/s/ Kermas Eaton
CITY CLERK

APPENDIX A
HATTIESBURG INFORMATION

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ECONOMIC AND DEMOGRAPHIC INFORMATION

General Description

The City, the county seat of Forrest County, Mississippi (the "County"), is located in the southeast section of the County. The City, founded in 1882 by Captain William H. Hardy, pioneer lumberman and civil engineer, was incorporated in 1884 with a population of approximately 400. Originally called Twin Forks and later Gordonville, Captain Hardy gave the City its final name of Hattiesburg in honor of his wife Hattie. Known as the "Hub City," the City is located at the intersections of Interstate 59 and U.S. Highways 49, 98 and 11 and is centrally located less than 100 miles from the State of Mississippi (the "State") capital of Jackson, the Mississippi Gulf Coast, New Orleans, Louisiana and Mobile, Alabama.

Population

The population of the City has been recorded as follows:

1980	1990	2000	2010
40,829	41,882	44,779	45,989

SOURCE: Census Data at website: www.census.gov; September 2015.

Government

The City operates under a Mayor-Council form of government. The City Council consists of five members, each elected by respective voting precincts or wards. The Mayor is full-time and is elected at large. The current Mayor and City Council members, elected for concurrent four-year terms, are as follows:

Name	Position	Position Held Since
Johnny L. Dupree	Mayor	July, 2001
Kim Bradley	Council Member	April, 2006
Deborah Denard Delgado	Council Member	July, 2001
Carter Carroll	Council Member	October, 2000
Mary Dryden	Council Member	July, 2013
Henry E. Naylor	Council Member	July, 2001

Transportation

The Illinois Central Gulf Railroad, Norfolk-Southern Railway, Amtrak and Mid-South Rail Corporation provide rail service to the City. Fifteen motor freight carriers, twelve of which have terminal facilities in the City, are authorized to serve the City. The nearest commercial airport is the Pine Belt Regional Airport, twelve miles distant, served by three commercial airlines. Hattiesburg Airport is located five miles from the City.

The Port of Gulfport (the "Port"), located seventy-three miles from the City, is North America's second largest handler of tropical fruit, the largest poultry exporter to Russia, and offers containerized refrigeration. The Port is a shipping channel with a depth of 36 feet and 5,800 feet of commercial berthing space and is maintained by the United States Corps of Engineers.

Per Capita Income¹

Year	County	Mississippi	United States	County as % Of U.S.
2013	\$31,461	\$33,913	\$44,765	70%
2012	31,120	33,446	44,200	70
2011	29,909	32,108	42,332	71
2010	29,453	30,834	40,144	73
2009	29,467	30,278	39,379	75

SOURCE: Bureau of Economic Analysis: Regional Economic Accounts at website: www.bea.gov, 2009-2013; September 2015.

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¹ Per capita personal income was computed using Census Bureau midyear population estimates. Estimates for 2009-2013 reflect county population estimates available as of March 2014, last updated November 2014.

Retail Sales

State Fiscal Year Ended June 30	Amount
2014	\$1,809,764,746
2013	1,770,829,073
2012	1,719,341,596
2011	1,683,408,940
2010	1,625,893,350

SOURCE: Annual Reports for each year indicated, Mississippi Department of Revenue's website: www.dor.ms.gov; September 2015.

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Major Employers

The following is a partial listing of major employers in the City, their products or services and their approximate number of employees:

Employer	Employees	Product/Service
Forrest General Hospital	3,021	Hospital
University of Southern Mississippi	2,300	Education
Hattiesburg Clinic	2,218	Medical clinic
Camp Shelby	2,200	Military base
Lamar County School District	1,300	Education
Wesley Medical Center	1,222	Hospital
General Dynamics Information	1000+	Manufacturing
Mar-Jac Poultry	900	Distribution
Wal-Mart SuperCenter	844	Retail store
Hattiesburg Public School	750	Education
City of Hattiesburg	717	Government
Petal School District	535	Education
Channel Control Merchants, Inc.	688	Manufacturing
Regions Bank	420	Financial
South Mississippi EPA	400	Utility
William Carey University	370	Education
Kohler Company	300	Manufacturing
Georgia Pacific, Leaf River Cellulose	300	Manufacturing
Hood Industries – Beaumont	200	Manufacturing
Johnson Controls Company	191	Manufacturing
Mississippi Tank	187	Manufacturing
Borden	175	Manufacturing
Resinall	115	Manufacturing
Hattiesburg Coca-Cola	125	Distribution
Western Container	114	Manufacturing
Stion	125	Device Manufacturing
Select Product Group	120	Manufacturing

SOURCE: Area Development Partnership; September 2015.¹

¹ Area Development Partnership's employment figures are as of July 2015.

Unemployment Statistics of the County

	2015	2014	2013	2012	2011	2010
January	7.3%	7.8%	10.0%	10.0%	10.4%	10.5%
February	6.4	7.8	9.3	9.3	10.3	9.9
March	5.9	7.6	8.4	8.5	9.9	9.5
April	5.6	6.5	7.7	7.9	9.3	9.1
May	6.9	7.9	8.9	8.9	10.0	9.9
June	7.1	8.4	9.7	10.1	11.5	10.3
July	7.0	8.4	9.0	10.1	11.3	10.4
August	5.8	7.8	8.1	9.1	10.6	9.4
September		7.4	8.3	8.8	10.2	9.5
October		7.1	8.2	9.0	10.1	9.4
November		6.4	7.0	7.7	9.0	9.3
December		6.7	7.4	8.8	9.2	9.9
Annual Average		7.5%	8.5%	9.0%	10.2%	9.8%

SOURCE: Mississippi Department of Employment Security: Labor Market Data at website: www.mdes.ms.gov; September 2015.

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Employment Statistics

	2014	2013	2012	2011	2010
RESIDENCE BASED EMPLOYMENT					
I. Civilian Labor Force	32,470	33,090	34,480	35,120	35,040
II. Unemployed	2,430	2,810	3,110	3,570	3,360
Rate	7.5%	8.5%	9.0%	10.2%	9.6
III. Employed	30,040	30,280	31,370	31,550	31,680
ESTABLISHMENT BASED EMPLOYMENT					
I. Manufacturing	3,230	3,100	3,180	2,680	2,180
II. Non-manufacturing	36,770	35,840	35,450	35,560	36,020
A. Agriculture, Forestry, Fishing & Hunting	80	80	90	80	90
B. Mining	120	130	140	110	80
C. Utilities	450	440	420	400	400
D. Construction	1,490	1,380	1,380	1,270	1,350
E. Wholesale Trade	1,330	1,290	1,260	1,230	1,240
F. Retail Trade	4,050	4,160	4,150	4,200	4,170
G. Transportation & Warehousing	1,520	1,510	1,400	1,300	1,210
H. Information	400	430	420	370	360
I. Finance & Insurance	1,180	1,170	1,200	1,090	1,090
J. Real Estate, Rental & Leasing	470	480	490	460	450
K. Prof., Scientific & Technical Service	830	820	850	930	940
L. Management of Companies & Entertainment	530	550	540	560	570
M. Administrative Support & Waste Management	2,430	1,820	1,680	1,730	1,820
N. Educational Services	580	620	700	780	870
O. Health Care & Social Assistance	5,340	5,150	4,940	4,890	4,780
P. Arts, Entertainment & Recreation	330	330	370	390	420
Q. Accommodation & Food Service	3,590	3,580	3,660	3,810	3,930
R. Other Services (except Public Administration)	730	740	730	730	800
S. Government	11,320	11,160	11,030	11,230	11,450
Education	4,850	4,860	4,870	4,890	4,970
III. Total Nonagricultural Employment	40,000	38,940	38,630	38,240	38,200

SOURCE: Mississippi Department of Employment Security: Annual Averages: Labor Force and Establishment Based Employment 2001-2010 and 2011 Forward, Labor Market Information Department at website: www.mdes.ms.gov; September 2015.

Banking Institutions

Institutions	Total Assets As of March 31, 2015
BancorpSouth Bank ¹	\$13,623,308,000
Citizens Bank ²	398,033,000
Community Bank ³	689,915,000
First Bank ⁴	409,726,000
First Southern Bank ²	196,041,000
The First, A National Banking Association ⁵	1,145,293,000
Grand Bank for Savings, A Federal Savings Bank ⁵	90,147,000
Great Southern National Bank ⁶	288,304,000
Whitney Bank ⁷	20,607,802,000
Magnolia State Bank ⁸	322,398,000
PriorityOne Bank ⁹	585,565,000
Regions Bank ¹⁰	121,434,925,000
The Citizens Bank – Hattiesburg Branch ¹¹	945,732,000
The Citizens National Bank of Meridian ⁶	1,143,710,000
Trustmark National Bank ¹²	12,177,414,000
Wells Fargo Bank, National Association ¹³	\$1,571,389,000,000

SOURCE: Obtained from FDIC's website: <https://research.fdic.gov/bankfind/detail.html>, September 2015.

¹ Head office located in Tupelo, Mississippi.

² Head office located in Columbia, Mississippi.

³ Head office located in Ellisville, Mississippi.

⁴ Head office located in McComb, Mississippi.

⁵ Head office located in Hattiesburg, Mississippi.

⁶ Head office located in Meridian, Mississippi.

⁷ Head office located in Gulfport, Mississippi.

⁸ Head office located in Bay Springs, Mississippi.

⁹ Head office located in Magee, Mississippi.

¹⁰ Head office located in Birmingham, Alabama.

¹¹ Head office located in Philadelphia, Mississippi.

¹² Head office located in Jackson, Mississippi.

¹³ Head office located in Sioux Falls, South Dakota.

Educational Facilities

The Hattiesburg Public School District (the "District") serves the entire City. The District currently operates nine (9) schools and employs approximately 800 people.

Enrollment figures for the District for the 2015-2016 scholastic year and the four preceding years are as follows:

Scholastic Year	Enrollment
2015-2016	4,537 ¹
2014-2015	4,519
2013-2014	4,552
2012-2013	4,608
2011-2012	4,605
2010-2011	4,528

SOURCE: Hattiesburg Public School District and Mississippi, Department of Education's website: <http://reports.mde.k12.ms-us/data/>; September 2015.

TAX INFORMATION

Assessed Valuation²

Fiscal Year	Real Property	Personal Property ³	Public Utility Property	Total
2015				
2014	\$274,957,777	\$118,079,833	\$24,412,003	\$417,449,613
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
2010	295,518,363	105,639,251	26,262,391	427,420,005

SOURCE: Office of City Chief Financial Officer; September 2015.

¹ Enrollment figures are as of August 31, 2015.

² The total assessed valuation is approved in September preceding 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 2014 will be collected starting in January, 2015 for the 2014-2015 fiscal year budget of the City.

³ Personal property includes the assessed valuation for mobile homes and automobiles.

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.

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

Exempt Property	Current Assessed Valuation	Date Exemption Ends
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 the 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 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 the 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 County assessment roll. All objections to the municipal assessment roll may be heard by the Board of Supervisors of the County at the time and in the manner that objections to the County assessment roll are heard. The Board of Supervisors 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 County assessment roll adopted as the municipal assessment roll.

Tax Levy per \$1,000 Valuation²²

GENERAL PURPOSES	Year in Which Taxes Levied				
	2014-15	2013-2014	2012-2013	2011-12	2010-11
General Fund	32.10	32.10	32.15	31.00	31.00
Parks & Recreation Fund	2.00	2.00	2.00	2.00	2.00
Bond & Interest Fund	7.00	7.00	7.00	7.15	7.15
Police & Firearms Pension Fund	3.87	3.87	3.82	4.82	4.32
Mass Transit	.50	.50	.50	.50	.50
Library	1.95	1.95	1.95	1.95	1.95
Sub-total:	47.42	47.42	47.42	47.42	46.92
SCHOOL DISTRICT:					
District Maintenance	56.54	56.54	58.50	57.23	54.13
Bond & Interest Fund	8.03	8.03	6.71	6.08	7.52
School Shortfall Note	.32	.32	1.02		
Sub-total:	64.89	64.89	66.23	63.31	61.65
TOTAL LEVY:	112.31	112.31	113.65	110.73	108.57

SOURCE: Office the Chief Financial Officer; September 2015.

Ad Valorem Tax Collections²³

Fiscal Year Ended September 30	Amount Budgeted	Amount Collected	Difference Over/(Under)
2014	\$17,010,819	\$17,632,237	\$621,418
2013	17,074,854	17,120,256	45,402
2012	16,459,845	16,401,333	(58,512)
2011	16,411,007	16,908,269	497,262
2010	16,263,159	16,879,212	616,053

SOURCE: Office of the Chief Financial Officer; September 2015.

²² Tax levy figures are given in mills.

²³ The figures shown for the Ad Valorem Tax Collections chart is based upon the following budgeted funds of the City: General Fund, Parks & Recreation Fund, Bond & Interest Fund and Mass Transit Fund.

Procedure for Tax Collections

The Governing Body is required to levy a special tax upon all of the taxable property within the geographical limits of the City each year sufficient to provide for the payment of the principal of and interest on the City's general obligation bonds. 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 ensure 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.

Ten Largest Taxpayers

Ten of the largest taxpayers in the City for fiscal year ending 2014 are as follows:

Taxpayer	Assessed Valuation	Taxes Collected
Mississippi Power	\$14,376,231	\$2,019,307
Walmart	7,407,822	1,226,210
Wesley Health Systems	6,738,858	1,092,032
Hattiesburg Clinic	6,079,793	1,051,760
Bellsouth	4,825,062	837,100
Western Container	4,397,847	762,985
Kohler Company	4,151,420	644,819
Turtle Creek LP	4,825,062	638,099
Bennett York	2,999,552	234,417
ACC OP (Eagles Trail) LLC	4,470,052	306,659
Total	\$60,271,699	\$8,813,388

SOURCE: Office of the City Clerk; September 2015.

DEBT INFORMATION

Legal Debt Limit Statement

(As of November 2015)

	15% Limit	20% Limit
Authorized Debt Limit (Last Completed Assessment for Taxation - \$_____)		
Present Debt Subject to Debt Limits		
Margin for Further Debt Under Debt Limits		

Statutory Debt Limits

The City is subject to a general statutory debt limitation under which no municipality in the State may incur general obligation bonded indebtedness in an amount which will exceed fifteen percent (15%) of the assessed value of the taxable property within such municipality according to the last completed assessment for taxation.

In computing general obligation bonded indebtedness for purposes of such fifteen percent (15%) limitation, there may be deducted all bonds or other evidences of indebtedness issued for school, water and sewerage systems, gas and light and power purposes and for the construction of special improvements primarily chargeable to the property benefited, or for the purpose of paying a municipality's proportion of any betterment program, a portion of which is primarily chargeable to the property benefited. However, in no case may a municipality contract any indebtedness payable in whole or in part from proceeds of ad valorem taxes which, when added to all of its outstanding general obligation indebtedness, both bonded and floating, exceeds twenty percent (20%) of the assessed value of the taxable property within such municipality.

In arriving at the limitations set forth above, bonds issued for school purposes, bonds payable exclusively from the revenues of any municipally-owned utility, general obligation industrial bonds issued under the provisions of Sections 57-1-1 to 57-1-51, Mississippi Code of 1972, as amended, and special assessment improvement bonds issued under the provisions of Sections 21-41-1 to 21-41-53, Mississippi Code of 1972, as amended, are not included. Also excluded from both limitations are contract obligations subject to annual appropriations.

Outstanding General Obligation Bonded Debt

(As of November, 2015)

Issue	Date of Issue	Outstanding Principal
General Obligation Refunding Bonds	12/03/07	\$2,055,000
General Obligation Water & Sewer Bonds	03/04/09	5,075,000
General Obligation Refunding Bonds	05/14/09	955,000
Taxable General Obligation Refunding Bonds	07/15/10	2,110,000
General Obligation Water & Sewer Bonds	10/01/10	2,975,000
General Obligation Refunding Bonds	11/03/15	5,400,000
Total		\$18,570,000

Outstanding Revenue Bonded Debt

(As of November, 2015)

Issue	Date of Issue	Principal Outstanding
Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding Project) ²⁴	06/28/06	\$8,160,000
Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) ²⁵	03/29/12	11,100,000
Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) ²⁶	12/19/13	27,950,000
Total		\$47,210,000

Revenue bonds are payable as to principal and interest solely out of and secured by a pledge of the revenue to be derived from the operations of the facilities financed with the proceeds of such bonds and any other sum which may be received from or in connection with such facilities. Such bonds and the interest thereon are limited obligations of the City and shall never constitute nor give rise to any pecuniary liability of the City or a charge against its general credit or taxing powers.

²⁴ Loan from the Mississippi Development Bank secured by a promissory note under a loan agreement between the Mississippi Development Bank and the City payable from (i) any legally available revenues of the City, and (ii) certain tax monies as described in the Loan Agreement. The promissory note and loan agreement secure the Mississippi Development Bank \$17,000,000 Special Obligation Bonds, Series 2006 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated June 28, 2006.

²⁵ Loan from the Mississippi Development Bank secured by a promissory note under a loan agreement between the Mississippi Development Bank and the City payable from (i) any legally available revenues of the City, and (ii) certain tax monies as described in the Loan Agreement. The promissory note and loan agreement secure the Mississippi Development Bank \$12,500,000 Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated March 29, 2012.

²⁶ Loan from the Mississippi Development Bank secured by a promissory note under a loan agreement between the Mississippi Development Bank and the City payable from (i) any legally available revenues of the City, and (ii) certain tax monies as described in the Loan Agreement. The promissory note and loan agreement secure the Mississippi Development Bank \$28,000,000 Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated December 19, 2013.

Other Outstanding Long Term Debt

(As of November, 2015)

Issue	Date of Issue	Outstanding Principal
SRF - Note 1 ²⁷	1987	150,283
SRF - Note 2 ²⁷	1987	240,542
General Obligation MBIA - State of Mississippi ²⁸	1998	580,000
SRF - Note 3 ²⁷	1987	300,220
Tax Increment Limited Obligation Bonds (Chauvet Square Project) ²⁹	08/01/2003	605,000
Tax Increment Limited Obligation Bonds (Chauvet Square Project Phase II) ²⁹	5/1/2007	1,130,000
Tax Increment Limited Obligation Bonds (Market at Turtle Creek Project) ²⁹	8/24/2007	2,110,000
Tax Increment Limited Obligation Bonds (Lincoln Center) ²⁹	4/23/2008	370,000
Tax Increment Limited Obligation Bonds (Turtle Creek Crossing Project) ²⁹	6/20/2011	280,000
Taxable Tax Increment Limited Obligation Bonds (Turtle Creek Commons Project) ²⁹	12/29/2011	455,000
Hub City LOFTS	2012	1,770,043
Tax Increment Limited Obligation Bonds (Southern Pointe Phase II) ²⁹	4/10/2014	2,480,000
Total		\$10,471,000

²⁷ The SRF Loans of the State to the City were for the benefit of the System. The debt service on the SRF Loans is collected by the Mississippi Department of Revenue by diverting sales tax collections prior to remittance of the sales tax to the City. The System reimburses the City for said withholdings from the sales tax revenues subject to annual appropriations through the City's budgetary process for the System from the surplus Revenues of the System.

²⁸ This bond is and will be a general obligation of the City secured by (i) the assignment of the rental payments due under the lease between the City and Kohler Company securing the MBIA loan with the State of Mississippi; (ii) the City's forfeiture of up to twelve (12) months of its sales tax allocation and/or homestead exemption reimbursement; and (iii) the avails of a direct tax to be levied annually without limitation as to rate or amount upon all the taxable property within the geographical limits of the City, but only in the event that the sources provided by item (i) and (ii) above are insufficient to provide for the payment of the principal of the bond as the same falls. Pursuant to an Interlocal agreement between Forrest County, Mississippi and the City, the County will pay approximately one-third of the remaining obligation of the City. This bond is not subject to the 15% and 20% debt limitations of the City as allowed under Section 57-61-27, Mississippi Code of 1972, as amended.

²⁹ These bonds are payable as to principal and interest solely from the avails of a tax increment resulting from the taxation by the City of the "captured assessed value" of the project, and the property on which it is located, for which the improvements financed with the proceeds from these bonds benefited.

General Obligation Bonded Debt

Issue	Fiscal Year Ended September 30					
	2015	2014	2013	2012	2011	2010
General Obligation Refunding Bonds (12/3/07)	\$2,055,000	2,685,000	3,290,000	3,870,000	4,420,000	4,950,000
General Obligation Water & Sewer Bonds (03/04/09)	5,075,000	5,525,000	5,955,000	6,365,000	6,760,000	7,140,000
General Obligation Refunding Bonds (05/14/09)	955,000	1,885,000	2,780,000	3,645,000	4,475,000	5,275,000
General Obligation Pool Loan Refunding Bonds (12/21/09)	805,000	7,070,000	7,815,000	8,535,000	9,230,000	9,950,000
Taxable General Obligation Refunding Bonds (7/15/10)	2,110,000	2,205,000	2,295,000	2,385,000	2,470,000	2,560,000
General Obligation Water & Sewer Bonds (10/01/10)	3,110,000	3,240,000	3,365,000	3,485,000	3,600,000	-0-
General Obligation Note (8/16/11)	-0-	-0-	-0-	1,157,245	1,425,800	-0-
General Obligation Note (3/19/13)	-0-	-0-	3,000,000	-0-	-0-	-0-
Total	\$14,110,000	\$22,610,000	\$28,500,000	\$29,442,245	\$30,955,000	\$29,875,000

Debt Ratios

FY Ended September 30	General Obligation Debt	General Obligation Debt to Assessed Value
2014	\$22,480,000	5.39%
2013	28,500,000	6.59
2012	29,442,245	6.99
2011	32,380,800	7.85
2010	29,875,000	6.98

Overlapping General Obligation Indebtedness

(As of September 2015)

	2010 Population	Current Assessed Valuation	General Obligation Bonded Debt	General Obligation Bonded Debt Per Capita
Forrest County	74,935	\$644,043,606	\$32,078,030	\$428.07

School District	Current Assessed Valuation	Total General Obligation Bonded Debt
Hattiesburg Public School District	\$324,969,239	\$5,105,000 ³⁰

³⁰ Source: September 30, 2014 Audited Financial Statement of the District.

APPENDIX B
FINANCIAL INFORMATION ON CITY

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**ADOPTED BUDGET FOR FISCAL YEAR ENDING
SEPTEMBER 30, 2016**

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**AUDITED FINANCIAL STATEMENTS FOR
FISCAL YEAR ENDED SEPTEMBER 30, 2014**

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APPENDIX C
OPINION OF BUTLER SNOW LLP

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[FORM OF OPINION OF SPECIAL COUNSEL]

_____, 2015

Mayor and City Council
City of Hattiesburg, Mississippi
Hattiesburg, Mississippi

Southern Mississippi Investment Co., Inc.
Gulfport, Mississippi

_____, Trustee
_____, Mississippi

RE: \$_____ Certificates of Participation (Hattiesburg, Mississippi Lease
Purchase Project), Series 2015

Ladies and Gentlemen:

We have acted as Special Counsel in connection with the sale, execution and delivery of \$_____ aggregate principal amount of Certificates of Participation (Hattiesburg, Mississippi Lease Purchase Project), Series 2015 (the "Certificates"), representing proportionate undivided interests of the owners thereof in a Lease and Option to Purchase, dated as of _____, 2015, (the "Lease"), by and between the City of Hattiesburg, Mississippi (the "City"), and Southern Mississippi Investment Co., Inc., a non-profit corporation organized and existing under the laws of the State of Mississippi (the "Corporation"), including the right to receive payments of Base Rental to be made by the City thereunder. The Certificates are being executed, issued and delivered pursuant to a Trust Agreement, dated as of _____, 2015 (the "Trust Agreement"), by and between the City and _____, _____, Mississippi, as trustee (the "Trustee"). All capitalized terms used herein and not otherwise defined shall have the same meanings assigned to them in the Trust Agreement and the Lease.

The City has leased certain real property (the "Property") located in the City to the Corporation pursuant to a Ground Lease, dated as of _____, 2015 (the "Ground Lease"), by and between the City and the Corporation. The City has entered into the Ground Lease for the purpose of enabling the Corporation acquire, construct, renovate, finance, equip and lease City public buildings and related facilities, including a parks and recreation administrative building and a community center building (the "Project") under authority of Sections 31-8-1 et seq., Mississippi Code of 1972 (the "Act"). Pursuant to the Lease, the Corporation will lease the Project to the City. The obligation of the City to make Base Rental and Additional Rental payments under the Lease constitutes a binding obligation of the City in accordance with the terms of said Lease. Provided, however, so long as no default of any monetary obligation of the City has occurred, the City's obligation to pay any amounts due or perform any covenants requiring or resulting in the expenditure of money shall be contingent and expressly limited to the extent of any specific, annual appropriation made by the City to fund such payments under

the Lease. Nothing contained in the Lease shall create any monetary obligation on the part of the City beyond such current and specific appropriation. The Mayor and City Council (the "Governing Body"), in its sole discretion, may make said payments with any lawfully available revenues. Except as stated in the Trust Agreement, nothing in the Lease creates a lien of any kind or character whatsoever upon any funds, income or revenue now existing or hereafter held, collected, received, anticipated by, or available to the Governing Body or prevents or restricts the Governing Body at any time from pledging, obligating or creating specific liens upon funds, income or revenues to or for the payment of any bonds, notes or certificates of the Governing Body or for any other purpose whatsoever. The City has not pledged or levied any form of taxation for the payment of Outstanding Certificates.

The obligation of the City under the Lease is not a general obligation and does not constitute a pledge of the full faith and credit of the City, the State of Mississippi (the "State") or any political subdivision or agency thereof within the meaning of any constitutional or statutory provision or limitation.

A portion of each Base Rental payment is designated as interest. Under the Lease, the City is required to deposit with the Trustee Base Rental payments at least five days prior to the date such payments are due under the Lease. The Corporation has assigned its right to receive Base Rental payments and certain other rights and interests in the Lease and the Ground Lease to the Trustee pursuant to an Assignment Agreement, dated as of _____, 2015 (the "Assignment Agreement"), by and between the Trustee and the Corporation.

The Certificates are registered as to both principal and interest; are dated _____, 2015; are issued in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity; are numbered from one upward in the order of issuance; bear interest from the date thereof at the rate or rates specified, payable on ____ 1 and ____ 1 of each year (each an "Interest Payment Date"), commencing ____ 1, 20__; and mature and become due and payable on ____ 1 in the years and in the principal amounts as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
-------------	---------------	-------------	---------------

Certificates maturing on or after ____ 1, 20__ are subject to redemption on any date on or after ____ 1, 20__ at par, if the City exercises its prepayment rights under Section 15 of the Lease.

As Special Counsel, we have examined copies certified to us as being true and complete copies of the proceedings of the Governing Body of the City in connection with the authorization

and sale of the Certificates. Our services as Special Counsel were limited to an examination of the transcript of such proceedings and to rendering the opinions set forth herein. In this connection, we have also examined such certificates of public officials and officers of the City and the Corporation as we have considered necessary for the purposes of this opinion.

On the basis of such examination, and in reliance thereon, and based on our consideration of such questions of law as we have deemed relevant in the circumstances, we are of the opinion that:

1. The transcript of certified proceedings of the Governing Body regarding the Certificates, including, but not limited to, the Lease, Ground Lease and the Trust Agreement, evidences complete legal authority for the issuance of the Certificates in full compliance with the Constitution and laws of the State presently in effect, and therefore, the Lease, including the City's obligation to make Base Rental payments evidenced by the Certificates, constitutes a valid and legally binding limited obligation of the City.

2. The portion of each Base Rental payment accruing under the Lease designated as and comprising interest and received by the Owners of the Certificates is excludable under existing statutes, regulations and court decisions, from gross income for federal income tax purposes pursuant to Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and is exempt from personal income taxes of the State under present state law.

3. The Certificates are not a "private activity bond" as defined in Section 141(a) of the Code and, therefore, the interest received is not an item of tax preference for purposes of the alternative minimum tax provisions of the Code, provided that such interest is included in calculating adjusted current earnings of certain corporations for purposes of calculating the federal alternative minimum tax imposed on such corporations.

In rendering these opinions, we are relying upon representations and covenants of the City in the Trust Agreement and in the City's Non-Arbitrage Certificate of even date herewith concerning the investment and use of Certificate proceeds and the rebate to the federal government of certain earnings thereon. In addition, we have assumed that all such representations are true and correct and that the City will comply with such covenants. We express no opinion with respect to the exclusion of the interest from gross income under Section 103(a) of the Code in the event that any of such representations are untrue or the Corporation or the City fails to comply with such covenants. Except as stated above, we express no opinion as to any federal tax consequences of the receipt of interest, or the ownership or disposition of the Certificates.

It is to be understood that the rights of the holders of the Certificates and the enforceability of the Certificates may be subject to the 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 addition, without in any way limiting or qualifying our opinions set forth above, we advise you that we have not made or undertaken to make any investigation of the state of the title to any of the real or personal property described in

the Ground Lease or the Lease, or of the accuracy or sufficiency of the description of such property contained therein, and we express no opinion with respect to such matters.

We have not been engaged or undertaken to review the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Certificates (except to the extent, if any, stated in the Official Statement) and we express no opinion relating thereto (excepting only the matters set forth as our opinion in the Official Statement).

No opinion is expressed herein as to the accuracy, completeness or sufficiency of the Preliminary Official Statement, the Official Statement, or other offering material relating to the Certificates.

Sincerely,

BUTLER SNOW LLP

APPENDIX D
SCHEDULE OF BASE RENTAL PAYMENTS

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SCHEDULE OF BASE RENTAL PAYMENTS

D-1

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EXHIBIT E
FORM OF CONTINUING DISCLOSURE AGREEMENT

**CONTINUING DISCLOSURE AGREEMENT
BY AND AMONG THE CITY OF HATTIESBURG, MISSISSIPPI AND
_____ - BANK, _____, MISSISSIPPI**

DATED AS OF _____

In Connection With the Issuance and Sale of the \$____000 Certificates of Participation (Hattiesburg, Mississippi Lease Purchase Project), Series 2015, dated _____ (the "Certificates"):

WHEREAS, the City of Hattiesburg, Mississippi (the "City"), has heretofore authorized the issuance of the Certificates which are described in the Official Statement, dated _____ (the "Official Statement"); and

WHEREAS, the City has sold the Certificates to Duncan-Williams, Inc., Memphis, Tennessee (the "Underwriter"), pursuant to a purchase contract submitted to and accepted by the City on _____; and

WHEREAS, as required by the Official Statement, the City has agreed to enter into a written agreement with _____, _____, Mississippi (the "Trustee") for the benefit of the holders of the Certificates to provide continuing disclosure information as required by Securities and Exchange Commission Rule 15c12(b)(5) (the "Rule"); and

WHEREAS, in order to assist the Underwriter in complying with the Rule, this Continuing Disclosure Agreement is made, executed and delivered in connection with the issuance of the Certificates, all for the benefit of the holders of the Certificates, as they may be from time to time.

NOW, THEREFORE, THE CITY HEREBY REPRESENTS, COVENANTS AND AGREES AS FOLLOWS:

Section 1. Definitions. In addition to the terms defined elsewhere in the Official Statement, the following are definitions of terms contained in the Undertakings and used in this summary. Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Trust Agreement, dated _____, by and between the Trustee and the City (the "Trust Agreement").

"Annual Report" shall mean any Annual Report provided by the City pursuant to, and as described in, Sections 2 and 3 of this Continuing Disclosure Agreement.

"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").

"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.

"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 Duncan-Williams, Inc., Memphis, Tennessee, the original underwriter of the Certificates required to comply with the Rule in connection with offering of the Certificates.

"Official Statement" shall mean the final Official Statement for the Certificates dated _____, 2015.

"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.

"Trustee" shall mean _____, _____, Mississippi.

Section 2. General. Nothing in the City Undertaking shall prevent the City from disseminating any information in addition to that required by said City Undertaking. If the City disseminates any such additional information, the City shall have no obligation to update such information or include it in any future materials disseminated.

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, 2016, 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. If the audited financial statements are not complete by the Report Date, the Issuer will provide audited financial statement to the

MSRB through EMMA, no later than sixty (60) days upon receipt of the audited financial statements.

(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, including Audited Financial Statements 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**.

(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, if available,
- (ii) The accounting principles pursuant to which the Audited Financial Statements were prepared, and
- (iii) The operating and financial information set forth in **Exhibit B**, which is the substantial operating and financial information contained in the Official Statement.

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 Certificates, 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 Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of bondholders, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property, if any, securing repayment of the Certificates, 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 Certificates 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 Certificates 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 Certificates, 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 Certificates, 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 Certificates outstanding may exercise remedies with respect thereto. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Trust Agreement, 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 Certificates, 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.

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 Certificates, and shall create no rights in any other person or entity.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Mayor

ATTEST:

City Clerk

ACCEPTED BY:

_____ BANK
_____, MISSISSIPPI
as Trustee

By: _____
Title:

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Hattiesburg, Mississippi

Name of Bond Issue: Certificates of Participation (Hattiesburg, Mississippi Lease Purchase Project), Series 2015

Date of Issuance: _____, 2015

CUSIP Number: _____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Certificates as required by the Continuing Disclosure Certificate dated _____, 2015. 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: Certificates of Participation (Hattiesburg, Mississippi Lease Purchase Project), Series 2015

Date of Issuance: _____, 2015

CUSIP Number: _____

Government

Name	Occupation	Position Held Since

TAX INFORMATION

Assessed Valuation of the City³¹

Assessment Year	Real Property	Personal Property	Public Utility Property	Mobile Homes	Auto-Mobiles	Total

Tax Levy Per \$1,000 Valuation³²

City - General Purpose:					
Operating Millage					
Debt Millage					
Total for City:					

Ad Valorem Tax Collections

Fiscal Year Ended September 30	Amount Budgeted	Amount Collected	Difference Over/(Under)

³¹ The total assessed valuation is approved in September preceding 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 20__ are collected starting in January, 20__ for the 20__-20__ fiscal year budget of the City.

³² Tax levy figures given is mills. The County levies a tax of nine cents per acre on all timbered and/or uncultivated land located in the County.

DEBT INFORMATION

Legal Debt Limit Statement

(as of _____)

	15% Limit	20% Limit
Authorized Debt Limit (Last Completed Assessment for Taxation - \$_____)		
Present Debt Subject to Debt Limits		
Margin for Further Debt Under Debt Limits		

Outstanding General Obligation Bonded Debt

(as of _____)

Issue	Date of Issue	Outstanding Principal

Other Outstanding Debt

(as of _____)

[illegible]

ASSIGNMENT AGREEMENT

Dated as of _____, 2015

by and between

SOUTHERN MISSISSIPPI INVESTMENT CO., INC.

and

**_____BANK
_____, MISSISSIPPI
as Trustee**

**Prepared by:
Butler Snow LLP
Suite 1400, 1020 Highland Colony Parkway
Ridgeland, Mississippi 39157**

INDEXING INSTRUCTIONS:

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Assignment Agreement"), dated as of _____, 2015, is by and between the **SOUTHERN MISSISSIPPI INVESTMENT CO., INC.** (the "Corporation"), a Mississippi non-profit corporation, and _____ **BANK, _____, MISSISSIPPI**, a State banking corporation organized and existing under the laws of the State of Mississippi and authorized to accept assignments of the nature herein set forth, as trustee (the "Trustee").

WITNESSETH

WHEREAS, the Corporation and the City of Hattiesburg, Mississippi (the "City"), have entered into a Ground Lease, dated as of the date hereof (the "Ground Lease"), pursuant to which the City agrees, among other things, to lease certain real property described in **EXHIBIT A** hereto (the "Property") to the Corporation; and

WHEREAS, the City and the Corporation have entered into a Lease and Option to Purchase, dated as of the date hereof (the "Lease"), pursuant to which the Corporation agrees, among other things, to lease the Property and City public buildings and related facilities, including a parks and recreation administrative building and a multi-purpose community center building (the "Project") to the City in consideration for which the City has agreed to pay base rental (the "Base Rental") and additional rental, all as more particularly described in the Lease; and

WHEREAS, the City and the Trustee have entered into a Trust Agreement, dated as of the date hereof (the "Trust Agreement"), pursuant to which the Trustee has agreed to execute and deliver certificates of participation (the "Certificates"), each evidencing a proportionate interest in the Lease, including the right to receive Base Rental payable thereunder; and

WHEREAS, the Corporation desires to assign and transfer certain of its rights, title and interest in and to the Ground Lease, and the Lease to the Trustee on the terms and conditions set forth hereinbelow.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained herein, the parties hereto agree as follows:

SECTION 1. Definitions.

All capitalized terms used herein without definition shall have the meanings given to such terms in the Trust Agreement.

SECTION 2. Assignment.

The Corporation does hereby assign and transfer to the Trustee, for the benefit of the Owners of the Certificates, all of the Corporation's rights, title, claims, proceeds, rents and interest in and to the Ground Lease, and the Lease, including the Corporation's right to receive

Base Rental and Additional Rental, as well as its rights to enforce payment of such Base Rental when due or otherwise to protect its interest in the event of a default or termination by the City under the Lease, in accordance with the terms thereof. The Base Rental and other rights of the Corporation assigned hereunder shall be applied and the rights so assigned shall be exercised by the Trustee as provided in the Trust Agreement. The Corporation and the City hereby warrant and represent that the provisions of the Lease and this Assignment Agreement shall transfer all of the Corporation's right, title, claims, proceeds, rents and interest in and to the Lease, including, without limitation, the Corporation's right to receive Base Rental or any Additional Rental payable thereunder, to the Trustee for the Benefit of the owners of the Certificates, and the Corporation has no further rights or obligations under the Lease or Ground Lease.

SECTION 3. Acceptance of Assignment.

The Trustee hereby accepts the assignment of such of the Corporation's rights under the Ground Lease and the Lease as are assigned pursuant to the terms of this Assignment Agreement, for the purpose of securing such Base Rental and rights to the Owners, from time to time, of Certificates.

SECTION 4. No Additional Rights or Duties.

This Assignment Agreement shall not confer any rights nor impose any duties, obligations or responsibilities upon the Trustee beyond those expressly provided in the Ground Lease, the Lease and the Trust Agreement. This Assignment Agreement shall not impose any duties, obligations or responsibilities upon the Corporation or the City beyond those expressly provided in the Ground Lease, the Lease and the Trust Agreement or as otherwise set forth herein.

SECTION 5. Consent of Corporation to Sale of Certificates.

The Corporation does hereby authorize, direct and consent to the execution and delivery of the Certificates by the Trustee, the receipt of payment by the Trustee for the Certificates when the same shall be sold to the original purchaser or purchasers thereof and the transfer and deposit of such proceeds by the Trustee into the funds and accounts created by the Trust Agreement, all in accordance with the terms of the Trust Agreement.

SECTION 6. Further Assurances.

The Corporation will make, execute and deliver any and all such further resolutions, instruments, assurances to continue the existence in good standing of the Corporation under the laws of the State of Mississippi and other assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Assignment Agreement, and for the better assuring and confirming to the Owners of the Certificates the rights and benefits intended to be conveyed pursuant hereto.

SECTION 7. Execution in Counterparts.

This Assignment Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

[the remainder of this page left blank intentionally]

IN WITNESS WHEREOF the parties hereto have executed this Assignment Agreement as of the date first above written.

**SOUTHERN MISSISSIPPI INVESTMENT
CO., INC.**

**By: _____
President**

Signature page to Assignment Agreement, dated _____, 2015, by and between Southern Mississippi Investment Co., Inc. and _____ Bank, _____, Mississippi, as Trustee.

____ BANK
____, MISSISSIPPI, AS TRUSTEE

By: _____
Authorized Representative

Signature page to Assignment Agreement, dated _____, 2015, by and between Southern Mississippi Investment Co., Inc. and ____ Bank, _____, Mississippi, as Trustee.

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named _____, who acknowledged to me that she is President of Southern Mississippi Investment Co., Inc. and that she signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said Corporation and as its official act and deed, being duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this the ____ day of ____, 2015.

Notary Public

My Commission Expires:

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction the within named _____ who acknowledged to me that he is an authorized officer of _____ **BANK**, _____, **MISSISSIPPI** and that he signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said corporation and as its official act and deed, being duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this the ____ day of _____, 2015.

Notary Public

My Commission Expires:

EXHIBIT A

REAL PROPERTY DESCRIPTION

REAL PROPERTY DESCRIPTIONS

Multi-Purpose Community Center Real Property Description

State of Mississippi
County of Forrest
City of Hattiesburg

All of Blocks 6 & 7 of D.D. McInnis 2nd Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, as per Map or Plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, lying West of the Western Right of Way Line of the abandoned Illinois Central Railroad, AND ALSO including that portion of vacated East Laurel Street lying between said Blocks 6 & 7 and West of said Western Right of Way Line, AND ALSO that portion of the vacated alleys lying inside said Blocks 6 & 7 and West of said Western Right of Way Line, all comprising 3.19 Acres, more or less.

Parks and Recreation Administrative Building Real Property Description

State of Mississippi
County of Forrest
City of Hattiesburg

A part of the Southwest ¼ of the Northwest ¼ of Section 28, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described as Commencing at the Northwest Corner of said Section 28, thence run West for 291.19 feet, thence run South for 824.70 feet to a Point on the Southern Right of Way Line of a Power Transmission Line currently owned by Mississippi Power Company, thence run S24°46'52"W for 720.85 feet to a Corner on the Northern Line of the Grantor's Property as per Record Deed Book 899, Page 636 thereof on file in the Office of the Chancery Clerk of said Forrest County, thence run S86°10'00"E along said Northern Property Line for 648.62 feet, thence run S00°00'26"W for 100.22 feet to the Point of Beginning, said Point being 100.00 feet from said Northern Property Line as measured perpendicularly; thence run S86°10'00"E and parallel to said Northern Property Line for 501.12 feet to a Point 100.00 feet from the Eastern Line of the Grantor's Property as measured perpendicularly, thence run S00°00'26"W and parallel said Eastern Property Line for 446.13 feet, thence run S89°46'03"W for 500.00 feet, thence run N00°00'26"E and parallel to said Eastern Property Line for 481.66 feet to the Point of Beginning, comprising 5.33 Acres, more or less.

LEASE AND OPTION TO PURCHASE

Dated as of _____, 2015

by and between

SOUTHERN MISSISSIPPI INVESTMENT CO., INC.

and

CITY OF HATTIESBURG, MISSISSIPPI

**Prepared By:
Butler Snow LLP
14th Floor, 1020 Highland Colony Parkway
Ridgeland, Mississippi 39157**

INDEXING INSTRUCTIONS:

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LEASE AND OPTION TO PURCHASE

THIS LEASE AND OPTION TO PURCHASE (the "Lease"), dated as of _____, 2015, is entered into by and between the **SOUTHERN MISSISSIPPI INVESTMENT CO., INC.** (the "Corporation"), a Mississippi non-profit corporation, and the **CITY OF HATTIESBURG, MISSISSIPPI** (the "City"), a political subdivision of the State of Mississippi (the "State").

WITNESSETH

WHEREAS, the Corporation and the City have entered into a Ground Lease (the "Ground Lease"), dated as of the date hereof, pursuant to which the City agrees to lease certain real property located in the City, as described in **EXHIBIT A** hereto (the "Property"), to the Corporation; and

WHEREAS, the City wishes to provide for the acquisition, construction, renovation, financing, equipping and leasing of City public buildings and related facilities, including a parks and recreation administrative building and a multi-purpose community center building (collectively, the "Project," more particularly described in **EXHIBIT A** attached hereto), and the City is authorized pursuant to the laws of the State to enter into leases for such purpose; and

WHEREAS, the City has determined that in order to accomplish such purpose it is necessary and desirable to acquire the Project by leasing the same pursuant to this Lease under the authority of Sections 31-8-1 *et seq.*, Mississippi Code of 1972, as amended; and

WHEREAS, the Corporation is simultaneously providing for the transfer of all its rights, title and interest (other than its obligation to have the Project constructed and its rights to indemnification and payment or reimbursement of its costs and expenses incurred in connection with the construction of the Project) in and to this Lease to a Trustee for the benefit of the owners of certain certificates of participation in this Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

SECTION 1. Definitions.

Unless the context otherwise requires, the terms defined in this Section 1 shall, for all purposes of this Lease, have the meanings as set forth below. All other capitalized terms used herein without definition shall have the meanings given to such terms in the Trust Agreement (as hereinafter defined).

"Acquisition Costs" means, with respect to the Project and related facilities, the contract price paid or to be paid to or at the direction of the Contractor for the design, construction, expansion, remodeling, enlarging and equipping and delivery of the Project and related facilities, in accordance with the General Construction Contract, and includes reimbursement to each the City and Corporation for any payments made by the City and Corporation prior to or subsequent to the execution of the Lease pursuant to the declaration of official intent of the governing body of each the City and Corporation under Treasury Regulation 1.150-2. Acquisition Costs also

include the cost of the site of the Project, the costs of site preparation necessary for the construction and installation of the Project and related facilities, costs and expenses incurred in connection with the execution and delivery of the Certificates, the Ground Lease, the Lease, the Assignment Agreement and the Trust Agreement, and any and all agreements, instruments, certificates or other documents issued in connection therewith, any premium with respect to insurance of the Certificates, as well as administrative, engineering, legal, financial and other costs incurred in connection with the design, construction, expansion, remodeling, enlarging and equipping and financing of the Project and related facilities. Acquisition Costs also include capitalized interest, if any, for the period of construction plus one (1) year, less any amounts on deposit in the Interest Account for capitalized interest.

"Additional Rental" means the amounts specified as such in Section 3.1(ii) of this Lease.

"Assignment Agreement" means that certain Assignment Agreement, dated as of _____, 2015, by and between the Corporation and the Trustee, pertaining to the assignment of all of the Corporation's right, title and interest (excluding the Corporation's obligation to cause the Project to be constructed and excluding the Corporation's right to indemnification and reimbursement for any costs or expenses) in and to the Lease and the Ground Lease to the Trustee for the benefit of the Owners of the Certificates.

"Base Rental" means the amounts referred to as such in Section 3.1(i) of this Lease, as such amounts may be adjusted from time to time in accordance with the terms hereof, but does not include Additional Rental.

"Business Day" means a day which is not a Saturday or Sunday, or a day on which the offices of the City are authorized or required by law to be closed, or a day on which banking institutions are authorized or required by law to be closed in the State of New York or the State of Mississippi for commercial banking purposes or a day on which the New York Stock Exchange is closed.

"Certificate of Completion" means the notice filed with the Trustee by the Corporation Representative, stating that the Improvements have been substantially completed, but reserving the rights of the Corporation against third parties.

"Closing Date" means _____, 2015, or such later date as may be agreed upon by the parties hereto.

"Construction Costs" means, with respect to the Improvements and related facilities, the contract price paid or to be paid for completion of the design, construction, expansion, remodeling, enlarging, equipping and delivery of the Improvements and related facilities in accordance with the General Construction Contract, and includes reimbursement to the City or Corporation for any payments made by the City or Corporation prior or subsequent to the execution of this Lease pursuant to the declaration of official intent of the governing body of each the City and Corporation under Treasury Regulation 1.150-2. Construction Costs also include the costs of site preparation necessary for the design, construction expansion, remodeling, enlarging and equipping of the Improvements, as well as administrative, engineering, legal, financial and other costs incurred in connection with the design, construction,

expansion, remodeling, enlarging and equipping and financing of the Improvements and related facilities.

"Contractor" means Finlo Construction Co., Inc., Hattiesburg, Mississippi, the general contractor for the Project.

"Corporation" means the Southern Mississippi Investment Co., Inc., a Mississippi non-profit corporation.

"City" means City of Hattiesburg, Mississippi, a political subdivision of the State.

"Fiscal Year" means the fiscal year of the City, which at the date of this Lease is the period from October 1 to and including the following September 30.

"General Construction Contract" means the contract or contracts entered into by the Corporation with the Contractor with respect to the design, construction, expansion, remodeling, enlarging, equipping and delivery of the Project and related facilities.

"Improvements" means those certain improvements which are designed, constructed, expanded, remodeled, enlarged and equipped and delivered on the Property in accordance with the Plans.

"Lease" means this Lease and Option to Purchase.

"Lease Term" means the term of this Lease as provided in Section 2 hereof.

"Lease Year" means the period from the Closing Date through ____, ____, and thereafter each twelve month period from each __ 2 to and including the following __ 1 during the term of the Lease.

"Lessor" means the Corporation, or, after the effective date of the Assignment Agreement, the Trustee.

"Option Price" means the total amount necessary to defease all Outstanding Certificates (as such term is defined in the Trust Agreement) pursuant to and in accordance with Section 10.01 of the Trust Agreement.

"Plans" means the plans and specifications for the Project approved by the Corporation, with the consent of the City. It is anticipated that the Plans will be developed and approved by the Corporation, with the consent of the City, in one phase. Said specifications may from time to time be amended by the Corporation, with the consent of the City, but no such amendment may be made which would increase the cost of the Project beyond the amount of money available, in the determination of the Corporation, with the consent of the City, to pay the same or which would change the character of the Project to the extent that it would cease to be of the nature described in the Plans.

"Project" means, collectively, the Property and the Improvements to be constructed on the Property and equipment and furnishings to be acquired and installed on the Property with the proceeds of the Certificates.

"Property" shall mean the property described in **EXHIBIT A** hereto.

"Property Insurance" means the insurance required to be maintained by the City under Section 4.4 of the Lease.

"Rental Deposit Date" means the day which is five (5) days prior to the date on which the next payment of Base Rental is scheduled to become payable.

"State" means the State of Mississippi.

"Special Counsel" means Butler Snow LLP, Ridgeland, Mississippi.

"Trust Agreement" means that certain Trust Agreement dated as of the date hereof, by and between the City and the Trustee.

"Trustee" means the trustee acting in its capacity as such under the Trust Agreement or any successor appointed as therein provided, and which initially shall be _____ Bank, _____, Mississippi.

SECTION 2. Construction of Project; Agreement to Lease; Term of Lease; Transfer of Title.

(a) The Corporation agrees to cause the Project and related facilities to be constructed and installed, and to enter into and to provide for, or cause to be provided for, the complete construction and installation of the Project and related facilities in accordance with the Plans, the terms of this Lease and the General Construction Contract. Albert & McCleskey Associates, LLC, Hattiesburg, Mississippi, and any other architects, engineers, and planners (the "Engineers"), duly qualified and registered to practice as consulting engineers in the State, will develop and approve the Plans for the construction of the Project on the Property. The Plans for each phase will be examined and approved in all particulars by the Corporation, with consent of the City. Proposals for the Lease of the Project have been received and the Corporation's proposal has been accepted by the City. To the extent that actual Acquisition Costs of the Project as approved hereafter by the City is greater than the estimated costs on which the Corporation's bid was based, the City will transfer to the Construction and Acquisition Fund the amount necessary to provide sufficient funds for payment of the actual Acquisition Costs of completing the Project as approved by the Corporation. The Corporation, with the consent of the City, may approve changes in the plans and specifications of the Project, so long as any such change does not, and all such changes as a whole do not, (i) reduce the value of the Project or substantially alter the nature of the Project, (ii) increase the total Acquisition Costs of the Project to an amount in excess of \$_____,000 unless the City contributes or makes available an amount equal to such excess to the Construction and Acquisition Fund or (iii) otherwise materially alter the terms and conditions set forth in the Lease. The Corporation and City shall promptly process and act upon any request for change orders. All changes in plans and specifications shall be approved in writing by the City and shall be deemed part of the plans. The proposal on the lease

by the Corporation was based in part on estimates of the cost of construction expected by the Engineers in the amount of \$_____,000 and the additional amounts necessary to provide for the sale of the Certificates. Payment for the costs of constructing and installing the Project and related facilities shall be made from the moneys deposited in the Construction and Acquisition Fund which shall be disbursed for this purpose in accordance and upon compliance with Article III of the Trust Agreement. The Corporation will cause the design, construction, expansion, remodeling, enlarging, equipping, delivery and installation of the Project and related facilities to be diligently performed after the deposit of funds into the Construction and Acquisition Fund and that the Project shall be complete at or before the time specified in the Plans and the General Construction Contract for construction to be approved by the Corporation, with the consent of the City. If such construction is not completed, there shall be no resulting liability on the part of the Corporation and no diminution in the payments required in Section 3 hereof to be paid by the City. Unexpended moneys remaining in the Construction and Acquisition Fund shall, upon payment in full of all Acquisition Costs of the Project, be applied solely in accordance with the provisions of the Trust Agreement.

(b) The Lessor hereby agrees to lease the Project to the City, and the City hereby agrees to pay the Base Rental and the Additional Rental as provided herein for the use and occupancy of the Project, all on the terms and conditions set forth herein. Upon substantial completion of the Improvements, the Corporation shall promptly deliver to the Trustee a Certificate of Completion. The Lease Term begins on the Closing Date and ends _____ 1, 20____, or at such earlier time as the Certificates have been paid or provision for their payment has been made in accordance with the provisions of this Lease and the Trust Agreement, which term in no event shall exceed _____ (____) years.

(c) Upon payment of all Base Rental and Additional Rental required by this Lease or upon the sale of the Project to the City or its assignee pursuant to the exercise of its option to purchase the Project in accordance with Section 15 of this Lease, this Lease shall terminate and title to the Project, and any improvements thereon or additions thereto, shall be transferred directly to the City or, at the option of the City, to any assignee or nominee of the City, in accordance with the provisions of this Lease.

SECTION 3. Rent.

SECTION 3.1 Rental Payments.

Subject to Section 3.3 below, the City shall pay the Base Rental and Additional Rental in the amounts, at the times and in the manner set forth herein, such amounts constituting in the aggregate the rental payable under this Lease as follows:

(i) Base Rental. The City agrees to pay as Base Rental under this Lease for each Lease Year, commencing _____, 20____, payable on each _____ 1 and _____ 1, during the term of this Lease (subject to the provisions of the following paragraph), the amounts set forth in **EXHIBIT B** hereof, a portion of which shall constitute principal and a portion of which shall constitute interest as shown in such Exhibit. However, the amounts to be deposited as set forth under **EXHIBIT B** shall be reduced by any amounts already on deposit in the Base Rental Fund. The allocation of any Base Rental payment

to a principal component and an interest component shall correspond to the principal and interest payable with respect to the Certificates on the date such Base Rental payment is due. Base Rental due on ____ 1 in any year shall be for the period ____ 2 of the prior year through the first day of ____ of such year, and Base Rental due ____ 1 in any year shall be for the period ____ 2 of said year through the last day of ____ of such year. In no event shall the amount of Base Rental payable on any date exceed the aggregate amount of principal and interest required to be paid or prepaid on such date with respect to the Outstanding Certificates, according to their tenor.

To secure the performance of its obligation to pay Base Rental, the City shall deposit the Base Rental scheduled to become due on the next succeeding date on which a payment of Base Rental is due with the Trustee on or before the Rental Deposit Date, for application by the Trustee in accordance with the terms of the Trust Agreement. In the event any such date of deposit is not a Business Day, such deposit shall be made on the next preceding Business Day. If five days prior to any due date for the payment of principal or interest with respect to the Certificates, the balance available for that purpose in the Certificate Fund is insufficient to make the required payments on such date, the City will pay any such deficiency in sufficient time to prevent an event of default. Rental payments under this paragraph shall be paid by the City directly to the Trustee.

The obligation of the City to pay Base Rental shall commence on the Closing Date. Base Rental payments with respect to the Project shall be payable from any source lawfully available therefor.

(ii) Additional Rental. In addition to the Base Rental set forth herein, the City agrees to pay as Additional Rental all of the following:

(1) All taxes and assessments of any nature whatsoever, including but not limited to excise taxes, ad valorem taxes, ad valorem and special lien special assessments and gross receipts taxes, if any, levied upon the Project or upon any interest of the Corporation or the Trustee therein or in this Lease;

(2) Insurance premiums, if any, on all insurance required under the provisions of Section 4.4 of this Lease;

(3) All fees and expenses (not otherwise paid or provided for out of the proceeds of the sale of the Certificates) of the Trustee in connection with the Trust Agreement;

(4) Any other fees, costs or expenses incurred by the Lessor in connection with the execution, performance or enforcement of this Lease or any assignment hereof or the Trust Agreement or any of the transactions contemplated hereby or thereby or related to the Project, including, without limitation, any amounts (not otherwise paid or provided for out of the proceeds of the sale of the Certificates) which may become due.

Amounts constituting Additional Rental payable hereunder shall be paid by the City directly to the person or persons to whom such amounts shall be payable. The City

shall pay all such amounts when due or at such later time as such amounts may be paid without penalty and not later than _____ 2 of each year shall furnish to the Trustee a certificate stating that any such amounts have been paid or that no such amounts were due.

SECTION 3.2 Consideration.

The payments of Base Rental and Additional Rental under this Lease attributable to each Fiscal Year or portion thereof during the Lease Term shall constitute the total rental for such Fiscal Year or portion thereof and shall be paid by the City for and in consideration of the right to the use and occupancy, and the continued quiet use and enjoyment, of the Project by the City for and during such Fiscal Year or portion thereof. The parties hereto have agreed and determined that such total rental is not in excess of the total fair rental value of the Project.

In making such determination, consideration has been given to the Acquisition Costs and financing of the Project, the uses and purposes served by the Project, and the benefits therefrom that will accrue to the parties by reason of this Lease and to the general public by reason of the City's use of the Project.

SECTION 3.3 City's Obligation.

As the City deems the existence and operation of the Project to comprise an essential part of its governmental functions, the City hereby covenants to take such action as may be necessary to include all Base Rental and Additional Rental due hereunder in its annual budget and to make the necessary annual appropriations for all such Base Rental and Additional Rental until all principal of and interest on the Certificates shall have been paid or all obligations of the City under the Trust Agreement have been satisfied and terminated. This covenant is specifically subject to the express limitation contained in the following paragraph.

The obligation of the City to make Base Rental and Additional Rental payments under the Lease constitutes a binding obligation of the City in accordance with the terms of said Lease. Provided, however, so long as no default of any monetary obligation of the City has occurred, the City's obligation to pay any amounts due or perform any covenants requiring or resulting in the expenditure of money shall be contingent and expressly limited to the extent of any specific, annual appropriation made by the City to fund such Lease. Nothing contained in the Lease shall create any monetary obligation on the part of the City beyond such current and specific appropriation. The Mayor and the City Council (the "Governing Body"), in its sole discretion, may make said payments with any lawfully available revenues. Except as stated in the Trust Agreement, nothing in the Lease creates a lien of any kind or character whatsoever upon any funds, income or revenue now existing or hereafter held, collected, received, anticipated by, or available to the Governing Body or prevents or restricts the Governing Body at any time from pledging, obligating or creating specific liens upon funds, income or revenues to or for the payment of any bonds, notes or certificates of the Governing Body or for any other purpose whatsoever. The City has not pledged or levied any form of taxation for the payment of Outstanding Certificates.

The obligation of the City under the Lease is not a general obligation and does not constitute a pledge of the full faith and credit of the City, the State or any political subdivision or agency thereof within the meaning of any constitutional or statutory provision or limitation.

SECTION 3.4 Payment; Credit.

Amounts necessary to pay Base Rental shall be deposited by the City on or before the Rental Deposit Date as set forth in Section 3.1(i) in lawful money of the United States of America, at the office of the Trustee in _____, Mississippi, or at such other place or places as may be established in accordance with the Trust Agreement. Any amount necessary to pay any Base Rental or portion thereof which is not so deposited shall remain due and payable until received by the Trustee. Notwithstanding any dispute between the City and the Lessor hereunder, and subject to the provisions in Section 3.3 above, the City shall make all rental payments when due and shall not withhold any rental payments pending the final resolution of such dispute or for any other reason whatsoever. Except as provided in Section 3.3 above, the City's obligation to make rental payments in the amounts and on the terms and conditions specified hereunder shall be absolute and unconditional without any right of setoff or counterclaim. Amounts required to be deposited with the Trustee pursuant to this Section 3.4 on or before any Rental Deposit Date shall be reduced to the extent of amounts on deposit on such Rental Deposit Date in the Interest Account and Principal Account in the Certificate Fund established under the Trust Agreement.

SECTION 3.5 No Rental Abatement.

Except as provided in Section 3.3 above, the obligations of the City to make the payments required in Section 3 hereof and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, regardless of whether the Project shall have been entirely completed at the time the first payments become due hereunder and regardless of the continued existence of the Project in physical condition satisfactory to the City. Until such time as the principal of, premium, if any and interest on the Certificates shall have been fully paid or all the City's obligations hereunder satisfied and defeased, and except as provided in Section 3.3 above, the City (1) shall not diminish, suspend or discontinue any payments provided for in Section 3 hereof, (2) shall perform and observe all of its other agreements contained in this Lease, and (3) shall not terminate this Lease for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, condemnation, destruction of or damage to the Project, frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof or any failure of the Corporation to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Lease. Nothing contained in this Section shall be construed to release the Corporation from the performance of any of the agreements on its part herein contained; and in the event the Corporation shall fail to perform any such agreement on its part, the City may institute such action against the Corporation as the City may deem necessary to compel performance or recover its damages for nonperformance so long as such action shall not do violence to the agreements on the part of the City contained in the next two preceding sentences. The City may, however, at its own cost and expense and in its own name or in the name of the Corporation, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure or protect its rights of

possession, occupancy and use hereunder, and in such event the Corporation hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the Corporation in any such action or proceeding if the City shall so request.

SECTION 3.6 Triple Net Lease.

This Lease is intended to be a triple net lease. The City agrees that the rental payments provided for herein shall be an absolute net return to the Lessor free and clear of any taxes, insurance premiums, expenses, charges or set-offs whatsoever.

SECTION 4. Affirmative Covenants of the Corporation and the City.

The Corporation and the City are entering into this Lease in consideration of, among other things, the following covenants:

SECTION 4.1 Construction of Improvements.

The Corporation agrees to cause the Improvements and related facilities to be constructed and installed in accordance with this Lease, and the Corporation will provide for, or cause to be provided for, the complete design, construction, expansion, remodeling, enlarging, equipping, delivery and installation of the Improvements and related facilities under the terms of this Lease. Payment for the Acquisition Costs shall be made from money deposited in the General Account within the Construction and Acquisition Fund which shall be disbursed for this purpose in accordance with the Trust Agreement. The Corporation and the City agree that the unexpended money remaining in the General Account within the Construction and Acquisition Fund shall, upon payment in full of all Acquisition Costs, be applied solely in accordance with the provisions of the Trust Agreement.

SECTION 4.2 Replacement, Maintenance and Repairs.

The City shall, at its own expense, during the term of this Lease maintain the Project, or cause the same to be maintained, in good order, condition and repair and shall replace any portion of the Project which is destroyed; provided, that the City shall not be required to repair or replace any such portion of the Project pursuant to this Section 4.2 if there shall be applied to the redemption of Certificates insurance proceeds or other lawfully available funds sufficient to redeem (i) all of the Certificates Outstanding, or (ii) any portion thereof and the rental payments allocable to the remaining portion of the Project equals the pro-rata portion of Base Rental allocable to the Certificates Outstanding after such redemption. The City shall provide or cause to be provided all security service, custodial service, janitorial service and other services necessary for the proper upkeep and maintenance of the Project. It is understood and agreed that in consideration of the payment by the City of the rental herein provided for, the City is entitled to occupy the Project and no other party shall have any obligation to incur any expense of any kind or character in connection with the management, operation or maintenance of the Project during the Lease Term. The Lessor shall not be required at any time to make any improvements, alterations, changes, additions, repairs or replacements of any nature whatsoever in or to the Project. The City hereby expressly waives the right to make repairs or to perform maintenance of the Project at the expense of the Lessor. The City shall keep the Project free and clear of all liens, charges and encumbrances, subject only to the provisions of Section 4.5 hereof.

SECTION 4.3 Utilities.

The City shall pay for the furnishing of all utilities which may be used in or upon the Project during the Lease Term. Such payment shall be made by the City directly to the respective utility companies furnishing such utility services or products, under such contract or contracts therefor as the City may make.

SECTION 4.4 Insurance.

The City shall secure and maintain or cause to be secured and maintained at all times with insurers of recognized responsibility or through a program of self-insurance to the extent specifically permitted in this Section 4.4, all coverage on the Project required by this Section 4.4.

Such insurance shall consist of:

(i) Property and casualty insurance for the Project in an amount (except as provided below) equal to the replacement cost of the Project. Such coverage must apply exclusively to the Project and must be available to repair/rebuild the Project under all circumstances after the occurrence of an insured peril. Full payment of insurance proceeds up to the required policy dollar limit in connection with damage to the Project shall, under no circumstances, be contingent on the degree of damage sustained at other facilities owned or leased by the City. The policy must explicitly waive any co-insurance penalty.

(ii) To the extent sovereign immunity is waived, comprehensive general liability coverage against claims for damages including death, personal injury, bodily injury, or property damage arising from operations involving the Project, in an amount recommended from time to time by the City's risk management officer or an independent insurance consultant retained by the City for that purpose; provided, however, that, the City's obligations under this clause (ii) may be satisfied by self-insurance in an amount based on the recommendation of an independent insurance consultant retained by the City and which complies with any requirements of the Insurer regarding self-insurance;

(iii) From and after the substantial completion of the Project which shall be evidenced by a Certificate of Completion, boiler and machinery coverage against loss or damage by explosion of steam boilers, pressure vessels and similar apparatus now or hereafter installed in the Project in an amount not less than \$1,000,000.00 per accident;

(iv) Workers' compensation insurance issued by a responsible carrier authorized under the laws of the State of Mississippi; provided, however, that the City's obligations under this clause (iv) may be satisfied by self-insurance;

(v) Title insurance in an amount equal to the par value of the Certificates. No self-insurance is permitted with respect to the above requirements for title insurance; and

(vi) Performance and labor and material payment bonds with respect to the General Construction Contract in the full amount of the General Construction Contract.

All policies or certificates issued by the respective insurers for insurance, with the exception of workers' compensation insurance, shall provide that such policies or certificates shall not be canceled or materially changed without at least 30 days' prior written notice to the Trustee. On or before _____ 2 of any Lease Year, the City shall deposit with the Trustee a certificate of a City Representative stating that the City is in compliance with the insurance requirements set forth in this Section 4.4.

All policies or certificates of insurance provided for herein shall name the City as a named insured, and shall name the Corporation and its directors and the Trustee as additional insureds. In addition, the policies or certificates of insurance required to be maintained under clauses (i) and (iii) shall name the Trustee as loss payee. All proceeds of insurance maintained under clauses (i), (ii) and (v) above, shall be deposited with the Trustee for application pursuant to the Trust Agreement. All proceeds of insurance maintained under clauses (ii) and (iv) shall be deposited with the City.

SECTION 4.5 Liens.

The Corporation, and upon completion of the Project the City, shall promptly pay or cause to be paid all sums of money that may become due for any labor, services, materials, supplies or equipment furnished or to be furnished to or for, in, upon or about the Project and which may be secured by any mechanic's, materialman's or other lien against the Project, or the interest of the Lessor therein, and shall cause each such lien to be fully discharged and released; provided, however, that the City or the Lessor may (i) contest any such claim or lien without payment thereof so long as such non-payment and contest stays execution or enforcement of the lien, but if such lien is reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not stayed, or if stayed and the stay thereafter expires, then and in such event the City shall forthwith pay and discharge such judgment or lien; or (ii) delay payment without contest so long as and to the extent that such delay will not result in the imposition of any penalty.

SECTION 4.6 Laws and Ordinances.

The City agrees to observe and comply with all rules, regulations and laws applicable to the City with respect to the Project and the operation thereof. The cost, if any, of such observance and compliance shall be borne by the City, and the Lessor shall not be liable therefor. The City agrees further to place, keep, use, maintain and operate the Project in such a manner and condition as will provide for the safety of its agents, employees, invitees, subtenants, licensees and the public.

SECTION 5. Application of Property Insurance Proceeds.

Proceeds of Property Insurance received in respect of destruction of or damage to the Project by fire or other casualty or event shall be paid to the Trustee for application in accordance with the provisions of Section 3.10 of the Trust Agreement.

SECTION 6. Eminent Domain.

If the Project, or any portion thereof, shall be taken under the power of eminent domain, then this Lease shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary. Any award made in eminent domain proceedings for the taking shall be paid to the Trustee for application in accordance with the provisions of Section 3.10 of the Trust Agreement.

SECTION 7. Assignment and Lease.

(a) The City shall not mortgage, pledge, assign or transfer any interest of the City in this Lease by voluntary act or by operation of law, or otherwise; provided, however, that the City may, subject to compliance with Section 6.05 of the Trust Agreement, sublease all or any portion of the Project, may grant concessions to others involving the use of any portion of the Project, whether such concessions purport to convey a leasehold interest or a license to use a portion of the Project, and may assign its right to purchase the Project pursuant to Section 15 hereof. The City shall at all times remain liable for the performance of the covenants and conditions on its part to be performed under this Lease, notwithstanding any subletting or granting of concessions which may be made. Nothing herein contained shall be construed to relieve the City from its obligation to pay Base Rental and Additional Rental as provided in this Lease or to relieve the City from any other obligations contained herein.

(b) The Corporation shall, concurrently with the execution hereof, assign all of its rights, title and interest (other than its obligation to have the Project constructed and its rights to indemnification and payment or reimbursement for any costs or expenses) in and to this Lease, including, without limitation, its right to receive Base Rental or Additional Rental payable hereunder, to the Trustee pursuant to the Assignment Agreement, and the City hereby approves such assignment. The parties hereto further agree to execute any and all documents necessary and proper in connection therewith.

SECTION 8. Additions and Improvements.

Subject to compliance with Section 6.05 of the Trust Agreement, the City shall have the right during the Lease Term to make any additions or improvements to the Project, to attach fixtures, structures or signs, and to affix any personal property to the Project, so long as the fair market value of the Project is not thereby reduced.

SECTION 9. Right of Entry.

Representatives of the Lessor shall, subject to reasonable security precautions, have the right to enter upon the Project during reasonable business hours (and in an emergency at all times) (i) to inspect the same, (ii) for any purpose connected with the rights or obligations of the Lessor under this Lease, or (iii) for all other lawful purposes.

SECTION 10. Quiet Enjoyment.

The Lessor covenants and agrees that the City, by keeping and performing the covenants and agreements herein contained, shall, at all times during the Lease Term, peaceably and quietly have, hold, and enjoy the Project.

SECTION 11. Indemnification and Hold Harmless Agreement.

To the extent allowed by law pursuant to this Lease, the City hereby agrees to indemnify and hold harmless the Corporation and the Trustee and their officers and directors against any and all liabilities which might arise out of or are related to the Project and the Certificates, and to the extent permitted by law, the City hereby further agrees to defend the Corporation and the Trustee and their officers and directors in any action arising out of or related to the Project and the Certificates.

SECTION 12. Default by City; Remedies.

(a) Default. If the City shall (i) fail to deposit with the Trustee any Base Rental payment required to be so deposited pursuant to Sections 3.1(i) or 3.1(ii)(4) hereof by the close of business on the day such deposit is required to be made pursuant to Sections 3.1(i) or 3.1(ii)(4) hereof, (ii) fail to pay any item of Additional Rental as and when the same shall become due and payable pursuant to Section 3.1(ii)(1), (2), (3) or (4) hereof, or (iii) breach any other terms, covenants or conditions contained herein or in the Trust Agreement and shall fail to remedy any such breach with all reasonable dispatch within a period of 30 days after written notice thereof from the Lessor to the City, then and in any such event the City shall be deemed to be in default hereunder; provided, however, that if the failure stated in the notice cannot be corrected within such period, then such period will be extended so long as corrective action is instituted by the City within such period and diligently pursued until the default is corrected, but only if such extension would not materially adversely affect the interest of any Owner.

(b) Remedies. Upon an event of default as defined in Section 12 (a) above, the Lessor shall have the right to (i) terminate this Lease, (ii) re-enter the Project, (iii) eject all parties in possession therefrom and (iv) relet the Project or sell the Improvements, subject to the Ground Lease. Notwithstanding anything herein to the contrary, in no event will the Lessor be entitled to, nor will the City be liable for, any deficiency resulting from said reletting of the Project or sale of the Improvements, or from the continuation of this Lease by the Lessor, beyond the amount of the specific appropriation, if any, by the City for the Project for the Fiscal Year in which the default occurred reduced by the amount of said current and specific appropriation disbursed by the City in accordance with the terms of this Lease and the Trust Agreement.

All damages and other payments received by the Lessor pursuant to the exercise of its rights and remedies pursuant to this Section 12 shall be applied in the manner set forth in Section 7.09 of the Trust Agreement.

(c) Limitations. Notwithstanding any other provision of this Lease or the Trust Agreement, in no event shall the Lessor have the right to accelerate the payment of any Base Rental hereunder.

(d) Remedies Cumulative. Each and every remedy of the Lessor or any assignee of the rights of the Lessor hereunder is cumulative and the exercise of one remedy shall not impair the right of the Lessor or its assignee to any or all other remedies. If any statute or rule validly shall limit the remedies given to the Lessor or any assignee of the rights of the Lessor hereunder, the Lessor or its assignee nevertheless shall be entitled to whatever remedies are allowable under any statute or rule of law.

SECTION 13. Waiver.

The waiver by the Lessor of any breach by the City, and the waiver by the City of any breach by the Lessor of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

SECTION 14. Disclaimer of Warranties.

Neither the Corporation nor any person acting on its behalf has made or makes any warranty or representation as to the past, present or future condition of the Project not herein expressed, and the City has entered into this Lease without representations or warranties with respect thereto on the part of the Corporation, its agents, representatives or employees other than those expressed herein.

SECTION 15. Option to Purchase.

The City shall have the exclusive right and option, which shall be irrevocable during the Lease Term, to purchase the Lessor's interest in the Project on any Business Day, upon payment to the Trustee of the Option Price, but only if the City is not in default under this Lease or the Trust Agreement and only in the manner provided in this Section 15.

On any Business Day as to which the City shall have exercised the option granted it pursuant hereto, and shall have paid or made provision for the payment to the Trustee of the required Option Price, the Lessor shall execute and deliver to the City a quitclaim deed conveying to the City or its nominee Lessor's interest so purchased. If the City shall exercise the option provided in this Section prior to the expiration of the Lease Term, and the Lessor shall execute and deliver the quitclaim deed as aforesaid, then this Lease shall terminate, but such termination shall not affect the City's obligation to pay the Option Price to the Trustee on the terms herein set forth.

SECTION 16. Validity.

If any one or more of the terms, provisions, promises, covenants or conditions of this Lease shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, then each and all of the remaining terms, provisions, promises, covenants and conditions of this Lease shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

If for any reason this Lease is held by a court of competent jurisdiction void, voidable, or unenforceable by the Lessor or by the City, or if for any reason it is held by such a court that any of the covenants and agreements of the City hereunder, including the covenant to pay Base

Rental and Additional Rental hereunder, is unenforceable for the full Lease Term, then and in such event for and in consideration of the right of the City to possess, occupy and use the Project, which right in such event is hereby granted, this Lease shall thereupon become and shall be deemed to be a lease from year to year under which the annual Base Rental payments and Additional Rental payments herein specified will be paid by the City.

SECTION 17. Execution.

This Lease may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which together shall constitute one and the same Lease.

SECTION 18. Law Governing.

This Lease is made in the State under the Constitution and laws of the State and is to be so construed.

SECTION 19. Notices.

Except as otherwise provided in the Lease, all notices under this Lease by any party shall be in writing and shall be sufficiently given and served if delivered by hand directly to the offices named below or sent by United States first class mail postage prepaid and addressed as follows:

(i) if to the City, to the City of Hattiesburg, P.O. Box 1898, Hattiesburg, Mississippi 39403-1898, Attention: City Clerk;

(ii) if to the Corporation, to Southern Mississippi Investment Co., Inc., c/o Southern Mississippi Planning and Development District, 9229 Hwy. 49, Gulfport, Mississippi 39503, Attention: President;

(iii) if to the Trustee, to _____ Bank, _____, _____, Mississippi _____, Attention: Corporate Trust Department.

SECTION 20. Amendment.

This Lease may be amended only in accordance with and as permitted by the terms of Section 5.02 of the Trust Agreement.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

CITY OF HATTIESBURG, MISSISSIPPI

[SEAL]

By: _____
Mayor

ATTEST:

City Clerk

Signature page to Lease and Option to Purchase, dated _____, 2015, by and between the Southern Mississippi Investment Co., Inc. and the City of Hattiesburg, Mississippi.

**SOUTHERN MISSISSIPPI INVESTMENT
CO., INC.**

By: _____
President

ATTEST:

Secretary

**Signature page to Lease and Option to Purchase, dated _____, 2015, by and between the
Southern Mississippi Investment Co., Inc. and the City of Hattiesburg, Mississippi.**

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named _____ and _____, who acknowledged to me that they are the Mayor and City Clerk, respectively, of the **CITY OF HATTIESBURG, MISSISSIPPI**, and that they signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said City and as its official act and deed, being duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this the ____ day of _____, 2015.

Notary Public

My Commission Expires:

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named ____ and _____, who acknowledged to me that they are the President and Secretary, respectively, of the Southern Mississippi Investment Co., Inc., and that they signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said Corporation and as its official act and deed, being duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this the ____ day of _____, 2015.

Notary Public

My Commission Expires:

EXHIBIT A

DESCRIPTION OF REAL PROPERTY AND IMPROVEMENTS

REAL PROPERTY DESCRIPTION

Multi-Purpose Community Center Real Property Description

State of Mississippi
County of Forrest
City of Hattiesburg

All of Blocks 6 & 7 of D.D. McInnis 2nd Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, as per Map or Plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, lying West of the Western Right of Way Line of the abandoned Illinois Central Railroad, AND ALSO including that portion of vacated East Laurel Street lying between said Blocks 6 & 7 and West of said Western Right of Way Line, AND ALSO that portion of the vacated alleys lying inside said Blocks 6 & 7 and West of said Western Right of Way Line, all comprising 3.19 Acres, more or less.

Parks and Recreation Administrative Building Real Property Description

State of Mississippi
County of Forrest
City of Hattiesburg

A part of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 28, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described as Commencing at the Northwest Corner of said Section 28, thence run West for 291.19 feet, thence run South for 824.70 feet to a Point on the Southern Right of Way Line of a Power Transmission Line currently owned by Mississippi Power Company, thence run $S24^{\circ}46'52''W$ for 720.85 feet to a Corner on the Northern Line of the Grantor's Property as per Record Deed Book 899, Page 636 thereof on file in the Office of the Chancery Clerk of said Forrest County, thence run $S86^{\circ}10'00''E$ along said Northern Property Line for 648.62 feet, thence run $S00^{\circ}00'26''W$ for 100.22 feet to the Point of Beginning, said Point being 100.00 feet from said Northern Property Line as measured perpendicularly; thence run $S86^{\circ}10'00''E$ and parallel to said Northern Property Line for 501.12 feet to a Point 100.00 feet from the Eastern Line of the Grantor's Property as measured perpendicularly, thence run $S00^{\circ}00'26''W$ and parallel said Eastern Property Line for 446.13 feet, thence run $S89^{\circ}46'03''W$ for 500.00 feet, thence run $N00^{\circ}00'26''E$ and parallel to said Eastern Property Line for 481.66 feet to the Point of Beginning, comprising 5.33 Acres, more or less.

DESCRIPTION OF THE IMPROVEMENTS

The Corporation will cause the Improvements to be constructed and installed on the Property.

The Certificates will be issued to provide funds for acquisition, construction, renovation, financing, equipping and leasing of City public buildings and related facilities, including a parks and recreation administrative building and a multi-purpose community center building under authority of Sections 31-8-1 et seq., Mississippi Code of 1972 (the "Act") located on _____ in the City of Hattiesburg, Mississippi on approximately _____ acres.

EXHIBIT B
RENTAL PAYMENTS

\$_____,000

**CERTIFICATES OF PARTICIPATION
(HATTIESBURG, MISSISSIPPI LEASE PURCHASE), SERIES 2015**

SCHEDULE OF BASE RENTAL PAYMENTS

[illegible]

PURCHASE CONTRACT

\$____,000

**CERTIFICATES OF PARTICIPATION
(HATTIESBURG, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2015
Evidencing Proportionate Interests in a Lease,
Including the Right to Receive
Base Rental Payments Thereunder, to be Made by
THE CITY OF HATTIESBURG, MISSISSIPPI**

Ladies and Gentlemen:

The undersigned Duncan-Williams, Inc., Memphis, Tennessee (the "Underwriter"), offers to enter into the following agreement (the "Purchase Contract") with the Southern Mississippi Investment Co., Inc. (the "Corporation" or the "Lessor") which upon acceptance will be binding upon the Lessor and upon the Underwriter, subject to approval by the Mayor and City Council of the City of Hattiesburg, Mississippi (the "City"). This offer is made subject to your written acceptance of the Purchase Contract on or before __:__ o'clock __.m. Central Daylight Savings Time, on ____, 2015. The Preliminary Official Statement, dated ____, 2015 (the "Preliminary Official Statement"), as amended to conform to the terms of the Purchase Contract and with such changes and amendments as have been agreed to by the Lessor, the City and the Underwriter, is hereinafter called the "Official Statement."

1. Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the Lessor, and the Lessor hereby agrees to sell and deliver to the Underwriter, the \$_____ principal amount of Certificates of Participation (Hattiesburg, Mississippi Lease Purchase Project), Series 2015, in the captioned Lease and Option to Purchase (the "Lease") by and between the Corporation and the City (the "Certificates") for the purchase price of \$_____. The purchase price is computed as follows: Principal amount of \$____,000.00, less/plus net original issue discount/premium of \$____, less Underwriter's discount of \$_____.

2. All of the Certificates shall be dated ____, 2015 and shall bear interest from their date payable on __ 1 and __ 1, commencing __ 1, 20____. The Certificates shall mature and shall bear interest as set forth in the Official Statement and as set forth in **EXHIBIT A**.

3. The Certificates will be issued in fully registered form, and will evidence the Registered Owner's right to receive semiannual distributions of specified portions of certain rental payments (and other moneys, if any) received by ____ Bank, ____, Mississippi, as trustee (the "Trustee") pursuant to the terms of a Trust Agreement, dated as of ____, 2015 (the "Trust Agreement"), by and between the Trustee and the City, as executed and approved in form by the Corporation, with respect to the Lease.

4. At the time of or before your acceptance of the Purchase Contract, or at such later time as shall be agreeable to the Underwriter, the Lessor shall deliver to the Underwriter a copy of the Official Statement. The Lessor authorizes the Underwriter to use the Official Statement,

including any supplements or amendments thereto, in connection with the public offering and the sale of the Certificates.

5. The Lessor represents and warrants to the Underwriter, and agrees that:

(a) The Lessor is a corporation organized and existing under the laws of the State of Mississippi, authorized to do business in Mississippi and has full legal right, power and authority to enter into the Purchase Contract, to execute and deliver the Trust Agreement, the Ground Lease, the Lease and the Assignment Agreement, to issue, sell and deliver the Certificates to the Underwriter and to carry out and consummate all other transactions contemplated by the Purchase Contract, the Ground Lease, the Lease, the Assignment Agreement and the Official Statement.

(b) The Lessor has duly authorized and approved the execution of delivery of, and the performance of the obligations contained in, the Ground Lease, the Lease, the Assignment Agreement, the Trust Agreement and the Purchase Contract, and the consummation of all other transactions contemplated by the Official Statement.

(c) The Lessor is not in breach of or default under any applicable law or administrative regulation of the State of Mississippi or the United States or any applicable judgment or decree or any loan agreement, note, resolution, agreement or other instrument to which the Lessor is a party or is otherwise subject, which breach or default would in any way materially adversely affect the authorization or issuance of the Certificates, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute such a breach or default under any instrument; and the execution and delivery of the Assignment Agreement, the Trust Agreement, the Lease, the Purchase Contract and the Certificates, and compliance with the provision of each thereof will not conflict with or constitute in any material respect a breach of or default under any law, administrative regulation, judgment, decree, loan agreement.

(d) At the time of the Lessor's acceptance of the Purchase Contract, the Official Statement does not contain, with respect to the information descriptive of the Lessor, any untrue statement of a material fact or omit to state a material fact required to be stated therein, in the light of the circumstances under which they were made, not misleading; and, as of the Closing, the Official Statement, as supplemented or amended in accordance with subparagraph (h) of this paragraph, will not contain, with respect to the information descriptive of the Lessor, any untrue statement of material fact or omit to state a 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.

(e) The Lessor hereby deems the Preliminary Official Statement to be final as of its date, except for the omission of information relating to offering prices, interest rates, selling compensation, aggregate principal amounts, principal amount per maturity, delivery date and other terms, if any, depending on such matters. Within seven (7) business days from the date hereof, the Lessor shall deliver to the Underwriter copies of the final Official Statement in sufficient quantities to comply with (i) the rules of the Municipal Securities Rule Making Board (the "MSRB") and (ii) Rule 15c(2)-12 of the Securities and Exchange Commission. The Official

Statement shall be in substantially the form of the Preliminary Official Statement, with only such changes therein or modifications thereof as shall have been accepted and approved by the Underwriter in its sole discretion, which Official Statement shall have been approved by the Lessor. The Lessor hereby authorizes the use of copies of the Official Statement in connection with the offer and sale of the Certificates. The Underwriter agrees that it shall (i) send a copy of the Official Statement to a nationally recognized municipal securities information repository within one (1) business day after delivery of the Certificates by the Lessor to the Underwriter and (ii) send two copies of the Official Statements to the central repository established by the MSRB. The Underwriter agrees to comply with any and all other rules of the MSRB and to fully comply with SEC Rule 15c(2)-12.

(f) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best of our knowledge, threatened against the Lessor affecting its corporate existence or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Certificates or the collection of Rental Payments (as defined in the Trust Agreement), or in any way contesting or affecting the validity or enforceability of the Certificates, the Lease, the Trust Agreement or the Purchase Contract, or any authority for the issuance of the Certificates.

(g) No consent, approval, authorization or order of any court or governmental agency or body of the State of Mississippi, except as has previously been obtained, is required for issuance, delivery or sale of the Certificates or the consummation of the other transactions effected or contemplated herein or hereby.

(h) If between the date of the Purchase Contract and the date of the Closing any event shall occur which might or would cause the Official Statement to contain any material misstatement of fact or to omit to state a material fact required to be stated therein or necessary to make the statement therein, in light of the circumstances under which they were made, not misleading, the Lessor shall notify us and cooperate with us in the preparation and publication of any supplement or amendment to the Official Statement which in our opinion may be required. If, in the sole opinion of the Underwriter the omitted material adversely affects the market for the certificates, the Underwriter will have a right to cancel this contract.

6. At __:__ o'clock __.m. Central Daylight Savings Time, prevailing local time at the place of the closing, on ____, 2015 (the "Closing"), or on such other date as may be mutually agreed upon, the Trustee will deliver the Certificates to us in definitive form, duly executed, together with the other documents hereinafter mentioned, and we will accept such delivery and pay the purchase price of the Certificates in immediately available funds. Delivery and payment shall be made at the offices of Butler Snow LLP, Ridgeland, Mississippi, or at such other place as shall have been mutually agreed upon. The Certificates shall be printed, provided, however, that, as authorized in the Trust Agreement, temporary Certificates may be delivered at the Closing and definitive Certificates exchanged for such temporary Certificates as soon as is practicable. If we so request, the Certificates shall be made available to us at least one business day before the Closing for purposes of inspection and packaging.

7. We have entered into the Purchase Contract in reliance upon the representations and warranties of the Lessor contained herein and to be contained in the documents and instruments

to be delivered at the Closing and upon the performance by the Lessor of its obligations hereunder, both as of the date hereof and as of the date of Closing. Accordingly, our obligation under the Purchase Contract to purchase and pay for the Certificates shall be subject to the performance by the Lessor of such obligations at or prior to the Closing, and shall also be subject to the following conditions:

(a) The representations and warranties of the Lessor contained herein shall be true, complete and correct as of the date hereof and on and as of the date of Closing as if made on the date of Closing;

(b) At the time of the Closing, the Trust Agreement shall be in full force and effect, and neither it nor the Official Statement shall have been amended, modified or supplemented, except as agreed to by us;

(c) At the time of Closing, all official action of the Lessor relating to the Trust Agreement, the Purchase Contract and the Certificates shall be in full force and effect and shall not have been amended, modified or supplemented, except as agreed to by us;

(d) At or prior to the Closing, we shall receive the following documents:

(i) The Official Statement;

(ii) The unqualified approving opinion of Butler Snow LLP, Special Counsel, in the form attached to the Official Statement, which, as to matters related to the exemption of interest on the Certificates from Federal income taxes;

(iii) One copy of a transcript of all proceedings relating to the authorization, validation and issuance of the Certificates;

(iv) An opinion, addressed to the Underwriter in a form satisfactory to the Underwriter; and

(v) Such additional legal opinions, certificates, instruments and other documents as we may reasonably request to evidence the truth and accuracy, as of the date hereof and as the date of the Closing, of the Lessor's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance of satisfaction by the Lessor at or prior to the date of the Closing of all agreements then to be performed and all conditions then to be satisfied by the Lessor.

(e) If the Lessor shall be unable to satisfy the conditions to the obligations of the Underwriter contained in the Purchase Contract, or if such obligations of the Underwriter shall be terminated for any reason permitted by the Purchase Contract, the Purchase Contract shall terminate and neither the Underwriter nor the Lessor shall be under further obligation hereunder.

8. We may terminate the Purchase Contract by notifying the Lessor of our election to do so. If, after its execution and prior to the Closing (i) the marketability of the Certificates or the market price thereof, in our opinion, has been materially adversely affected by any legislation enacted by or favorably reported to the Senate or House of Representatives of the United States

or either house of the Legislature of the State of Mississippi or by any decision of any Federal or State court or any ruling or regulation (final, temporary or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other Federal or State authority, affecting the tax status of the Lessor or the City, its property or income, the Lessor's obligations (including the Certificates) or the interest thereon, or (ii) the United States shall have become engaged in national emergency; or (iii) there shall have accrued a general suspension of trading on the New York Stock exchange or the declaration of a general banking moratorium by United States, New York or Mississippi authorities.

9. The Purchase Contract is made solely for the benefit of the Lessor and the Underwriter, and no other person shall acquire or have any right hereunder or by virtue hereof. All of the Lessor's representations and warranties contained in the Purchase Contract shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriter, (ii) delivery of any payment for the Certificates and (iii) any termination of the Purchase Contract.

[remainder of page left blank intentionally]

10. This Purchase Contract shall be effective and enforceable upon its execution.

Very truly yours,

**DUNCAN-WILLIAMS, INC.,
MEMPHIS, TENNESSEE**

By: _____

Title: _____

**CONTINUATION OF PURCHASE CONTRACT
FOR CERTIFICATES OF PARTICIPATION
(HATTIESBURG, MISSISSIPPI LEASE
PURCHASE PROJECT), SERIES 2015**

ACCEPTED:

SOUTHERN MISSISSIPPI INVESTMENT CO., INC.

By: _____
Title: President

**CONTINUATION OF PURCHASE CONTRACT
FOR CERTIFICATES OF PARTICIPATION
(HATTIESBURG, MISSISSIPPI LEASE
PURCHASE PROJECT), SERIES 2015**

ACKNOWLEDGED AND APPROVED:

CITY OF HATTIESBURG, MISSISSIPPI

**By: _____
Mayor**

Dated: _____, 2015

**SCHEDULE I
TO PURCHASE CONTRACT
DATED: OCTOBER 25, 2013**

PURCHASE PRICE SERIES 2013 CERTIFICATES				
Par Amount of Certificates				\$000.00
Less/Plus	Net	Original	Issue	()
Discount/Premium				
Less Underwriter's Discount				()
PURCHASE PRICE:				\$

SCHEDULE II
TO PURCHASE CONTRACT
DATED: _____, 2015

MATURITY (____1)	PRINCIPAL AMOUNT DUE	INTEREST RATE	YIELD	REOFFERING PRICE
20__				
20__*				
20__*				

* Subject to mandatory sinking fund redemption on ____ 1, in the years and in the amounts as follows:

\$__000
Term Bonds
Maturing __1, 20__

<u>Year</u>	<u>Principal Amount</u>
-------------	-----------------------------

20__*

*Final Maturity.

\$__000
Term Bonds
Maturing __1, 20__

<u>Year</u>	<u>Principal Amount</u>
-------------	-----------------------------

20__*

*Final Maturity.

The Bonds maturing on ____ 1, 20__ and thereafter, are subject to redemption prior to their stated dates of maturity, at par, plus accrued interest to the date of redemption, either in whole, or in part, at any time on or after ____ 1, 20__.

TRUST AGREEMENT

Dated as of _____, 2015

By and Between

**_____ BANK
_____, MISSISSIPPI
as Trustee**

and

CITY OF HATTIESBURG, MISSISSIPPI

**Prepared by:
Butler Snow, LLP
Suite 1400, 1020 Highland Colony Parkway
Ridgeland, Mississippi 39157**

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TRUST AGREEMENT

THIS TRUST AGREEMENT dated as of _____, 2015, is by and between _____ **BANK, ___, MISSISSIPPI**, a State banking corporation organized and existing under the laws of the State of Mississippi, as Trustee (the "Trustee"), and the **CITY OF HATTIESBURG, MISSISSIPPI** (the "City"), a political subdivision of the State of Mississippi (the "State").

WITNESSETH

WHEREAS, Southern Mississippi Investment Co., Inc., a non-profit corporation organized and existing under the laws of the State of Mississippi (the "Corporation"), and the City have entered into a Ground Lease (the "Ground Lease"), dated as of the date hereof, pursuant to which the City agrees to lease certain real property as described therein (the "Property") to the Corporation; and

WHEREAS, the Corporation and the City have entered into a Lease and Option to Purchase, dated as of the date hereof (the "Lease"), pursuant to which the City agrees to lease for City purposes the Property, the City public buildings and related facilities, including a parks and recreation administrative building and a multi-purpose community center building, to be constructed on the Property (collectively, the "Project"), and the Corporation agrees to lease the Project to the City, all as authorized by Sections 31-8-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act"); and

WHEREAS, the Corporation has transferred all of its rights, title, claims, proceeds, rents and interest in and to the Ground Lease and the Lease, including the right to receive certain rental payments due thereunder (the "Base Rental"), to the Trustee for the benefit of the owners (the "Owners") of the certificates of participation to be executed and delivered by the Trustee pursuant to this Trust Agreement (the "Certificates"); and

WHEREAS, the Trustee shall execute and deliver the Certificates evidencing proportionate interests in the Lease, including the right to receive Base Rental payable thereunder, and shall undertake such other responsibilities as are assigned to the Trustee pursuant to this Trust Agreement; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Trust Agreement do exist, have happened and have been performed in due time, form, and manner as required by law, and the parties hereto are duly authorized to execute and enter into this Trust Agreement.

NOW, THEREFORE, in consideration of the premises, of the acceptance by the Trustee of its duties hereby imposed, and of the purchase and acceptance of the Certificates by the Owners thereof, and to fix and declare the terms and conditions upon which the Certificates are to be executed, delivered, secured and accepted by all persons who shall from time to time be or become Owners thereof, and to secure the payment of the Certificates and the interest with respect thereto according to their tenor, purport and effect, and to secure the performance and observance of all of the covenants, agreements and conditions contained therein, herein and in

the Lease, the City by these presents does hereby grant, bargain, release, convey, assign, transfer and pledge unto the Trustee for the benefit of the Owners all its right, title and interest in and to all amounts on hand from time to time in the funds and accounts established hereunder and any additional property that may from time to time, by delivery or by writing of any kind, be subjected to the lien hereof by the City or by anyone on its behalf, subject only to the provisions of this Trust Agreement and the Lease.

To have and to hold all of the above unto the Trustee and its successors and assigns forever for the equal and ratable benefit of the Owners from time to time of all the Certificates executed and delivered hereunder and Outstanding, without any priority of any one Certificate over any other, upon the trusts and subject to the covenants and conditions hereinafter set forth.

NOW, THEREFORE, THIS TRUST AGREEMENT WITNESSETH:

ARTICLE I

APPOINTMENT OF TRUSTEE; DEFINITIONS

SECTION 1.01 Appointment of Trustee.

_____ Bank, ____, Mississippi, is hereby appointed and employed to act solely as set forth herein, to receive, hold and disburse in accordance with the terms hereof the money to be paid to it, to execute and deliver Certificates representing proportionate interests in the Lease, including the Base Rental payable thereunder, to apply and disburse payments received pursuant to the Lease to Owners of such Certificates, and to perform certain other functions, all as hereinafter provided. By executing and delivering this Trust Agreement, the Trustee accepts the duties and obligations provided herein, but only upon the terms and conditions herein set forth.

SECTION 1.02 Definitions.

Unless the context otherwise requires, the terms defined in Section 1 of the Lease shall have the same meanings in this Trust Agreement. In addition, the terms defined in this Section 1.02 shall, for all purposes of this Trust Agreement, have the following respective meanings unless the context otherwise requires:

"Acquisition Costs" means, with respect to the Project and related facilities, the contract price paid or to be paid to or at the direction of the Contractor for the design, construction, expansion, remodeling, enlarging and equipping and delivery of the Project and related facilities, in accordance with the General Construction Contract, and includes reimbursement to each the City and Corporation for any payments made by the City and Corporation prior to or subsequent to the execution of the Lease pursuant to the declaration of official intent of the governing body of each the City and Corporation under Treasury Regulation 1.150-2. Acquisition Costs also include the cost of the site of the Project, the costs of site preparation necessary for the construction and installation of the Project and related facilities, costs and expenses incurred in connection with the execution and delivery of the Certificates, the Ground Lease, the Lease, the Assignment Agreement and the Trust Agreement, and any and all agreements, instruments, certificates or other documents issued in connection therewith, any premium with respect to

insurance of the Certificates, as well as administrative, engineering, legal, financial and other costs incurred in connection with the design, construction, expansion, remodeling, enlarging and equipping and financing of the Project and related facilities. Acquisition Costs also include capitalized interest, if any, for the period of construction plus one (1) year, less any amounts on deposit in the Interest Account for capitalized interest.

"Additional Rental" means the amounts referred to as Additional Rental under Section 3.1(ii) of the Lease.

"Base Rental Fund" means the Base Rental Fund established pursuant to Section 3.04 of this Trust Agreement.

"Business Day" means a day which is not a Saturday or Sunday, or a day on which the offices of the City are authorized or required by law to be closed, or a day on which banking institutions are authorized or required by law to be closed in the State of New York or the State of Mississippi for commercial banking purposes or a day on which the New York Stock Exchange is closed.

"Certificate Fund" means the Certificate Fund established pursuant to Section 3.05 of this Trust Agreement.

"Certificate Obligation" means, as of any date of calculation, with respect to any Outstanding Certificate, the principal amount with respect thereto.

"Certificate of Completion" means the notice filed with the Trustee by the City Representative, stating that the Improvements have been substantially completed, but reserving rights of the City against third parties.

"Certificate Register" means the records referred to in Section 2.08 of this Trust Agreement.

"Certificate Year" means the one-year (or shorter) period beginning on the day after the expiration of the preceding Certificate Year. The first Certificate Year shall begin on the Date of Delivery and ends on ____ 1, 20__.

"Certificates" means the \$____,000 Certificates of Participation (Hattiesburg, Mississippi Lease Purchase Project), Series 2015, dated ____, 2015 and executed and delivered by the Trustee pursuant to this Trust Agreement.

"City Representative" means the Mayor of the City, the City Clerk of the City, the Chief Administrative Officer of the City or another official designated by such officer and authorized to act on behalf of the City under or with respect to this Trust Agreement and all other agreements related hereto.

"Closing Date" means ____, 2015, or such later date as may be set by the parties hereto.

"Code" means the Internal Revenue Code of 1986, as amended, and any Regulations promulgated thereunder and pursuant thereto.

"Construction and Acquisition Fund" means the Construction and Acquisition Fund established pursuant to Section 3.02 of this Trust Agreement.

"Contingency Account" means the Contingency Account established within the Certificate Fund pursuant to Section 3.05 of this Trust Agreement.

"Contractor" Finlo Construction Co., Inc., Hattiesburg, Mississippi, the general contractor for the Project.

"Corporation" means the Southern Mississippi Investment Co., Inc., a Mississippi non-profit corporation.

"Corporation Representative" means the President, Secretary and any other officer of the Corporation authorized to act on behalf of the Corporation under and with respect to this Trust Agreement and all other agreements related hereto.

"Costs of Issuance" means all of the costs of issuing the Certificates, including, but not limited to, all printing and document preparation expenses in connection with this Trust Agreement, the Ground Lease, the Lease, the Assignment Agreement, the Certificates, the preliminary official statement and the official statement pertaining to the Certificates and any and all other agreements, instruments, certificates, or other documents issued in connection therewith; rating agency fees; CUSIP Service Bureau charges; market study fees; costs of municipal bond insurance premium or surety bond premium, if any; underwriter fees; legal fees and expenses of counsel with respect to the financing of the Project; any computer and other expenses incurred in connection with the Certificates; the initial fees and expenses of the Trustee and any paying agent (including without limitation, origination fees and first annual fees payable in advance); and other fees and expenses incurred in connection with the issuance of the Certificates or the implementation of the financing for the Project.

"Costs of Issuance Account" means the Costs of Issuance Account established within the Construction and Acquisition Fund pursuant to Section 3.02 of this Trust Agreement.

"General Account" means the account established within the Construction and Acquisition Fund pursuant to Section 3.02 of this Trust Agreement.

"General Construction Contract" means the contract or contracts entered into with the Contractor with respect to the design, construction, expansion, remodeling, enlarging, equipping and delivery of the Project and related facilities.

"Independent Counsel" means an attorney or firm of attorneys of recognized national standing in the field of municipal finance selected by the City.

"Interest Account" means the Interest Account established within the Certificate Fund pursuant to Section 3.05 of this Trust Agreement.

"Interest Payment Date" means __ 1 and __ 1 each year, commencing __ 1, 20__, until the maturity or earlier redemption date of the Certificates.

"Investment Earnings" means investment earnings received in respect of money on deposit in any fund or account established hereunder.

"Lease" means the Lease and Option to Purchase dated as of the date hereof by and between the Corporation as lessor and the City as lessee whereby the City leases the Property from the Corporation.

"Lease Year" means the period from the Closing Date through __ 1, 20__, and thereafter each twelve month period from each ____2 to and including the following ____ 1 during the term of the Lease.

"Non-Arbitrage Certificate" means the Tax and Non-Arbitrage Certificate provided to the City on the date of execution and delivery of the Certificates.

"Original Purchaser" means Duncan-Williams, Inc., Memphis, Tennessee.

"Outstanding" when used as of any particular time with respect to Certificates, means all Certificates theretofore executed and delivered by the Trustee under this Trust Agreement except:

(1) Certificates theretofore canceled by the Trustee or surrendered to the Trustee for cancellation;

(2) Certificates for payment or repayment of which funds or eligible securities in the necessary amount shall have theretofore been deposited with the Trustee in accordance with Section 10.01 hereof (whether on or prior to the maturity or redemption date of such Certificates), provided that, if such Certificates are to be redeemed prior to maturity, notice of such redemption shall have been given as provided herein or provision satisfactory to the Trustee shall have been made for the giving of notice; and

(3) Certificates in lieu of or in exchange for which other Certificates shall have been executed and delivered by the Trustee pursuant to this Trust Agreement.

"Owner" means the registered owner, as indicated in the Certificate Register, of any Certificate.

"Paying Agent" shall mean any bank, trust company or other institution designated by the City, for the payment of principal of and interest on the Certificates and which shall initially be the same entity as the Trustee.

"Principal Account" means the Principal Account established within the Certificate Fund pursuant to Section 3.05 of this Trust Agreement.

"Project" means, collectively, the Property and the Improvements to be constructed on the Property and equipment and furnishings to be acquired and installed on the Property with the proceeds of the Certificates.

"Property" means the real property described in **EXHIBIT D** hereto.

"Property Insurance" means the insurance required to be maintained by the City under Section 4.4 of the Lease.

"Qualified Investments" means and includes all securities, instruments and the like in which the City is authorized to invest its funds in accordance with applicable State law and the rules and regulations promulgated by the State Treasurer pursuant to Section 31-19-5, Mississippi Code of 1972, as amended.

"Rebate Fund" means the fund by that name established pursuant to Section 3.07 of this Trust Agreement.

"Record Date" means the fifteenth (15th) day of the month next preceding an Interest Payment Date, whether or not a Business Day.

"Redemption Account" means the Redemption Account established within the Certificate Fund pursuant to Section 3.05 of this Trust Agreement.

"Special Account" means the Special Account established by the Trustee pursuant to Section 3.10 for the purposes described therein.

"Special Counsel" means Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Ridgeland, Mississippi.

"Total Maturity Amount" means, with respect to any Outstanding Certificate, the aggregate principal amount thereof.

"Trustee" means _____ Bank, _____, Mississippi, a State banking corporation organized and existing under the laws of the State of Mississippi.

SECTION 1.03 Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

SECTION 1.04 Authorization. Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Trust Agreement, and has taken all actions necessary to authorize the execution and delivery of this Trust Agreement.

ARTICLE II

CERTIFICATES OF PARTICIPATION

SECTION 2.01 Designation.

The Trustee is hereby authorized and directed by the Corporation and the City to prepare, execute, authenticate and deliver the Certificates in the form set forth in **EXHIBIT A** hereto in the aggregate principal amount of \$____,000 evidencing undivided fractional interests of the

Owners thereof in each of the Base Rental payments to be made by the City under the Lease to the Original Purchaser pursuant to the terms of this Trust Agreement.

SECTION 2.02 Description of Certificates.

The Certificates shall be issued in fully registered form as to both principal and interest; shall be dated as of ____, 2015; shall be issued in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity; shall be numbered from one (1) upward in the order of issuance; shall bear interest from the date thereof at the rate or rates specified, payable on ____ 1 and ____ 1 of each year, commencing ____ 1, 20__; and shall mature and become due and payable on ____ 1 in the years and in the principal amounts as follows:

YEAR	AMOUNT	INTEREST RATE
20__*	\$__,000	__%

*Term Certificates subject to mandatory sinking fund redemption as set forth herein.

Interest with respect to each Certificate shall accrue from the Interest Payment Date next preceding the date of execution thereof, unless (i) it is executed after a Record Date and before the close of business on the immediately following Interest Payment Date, in which event interest with respect thereto shall be payable from such Interest Payment Date; or (ii) it is executed prior to the close of business on the first Record Date, in which event interest with respect thereto shall be payable from ____, 2015; provided, however, that if at the time of registration of any Certificate interest with respect thereto is in default, interest with respect thereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment.

Interest with respect to any Certificate shall be computed using a year of 360 days comprised of twelve 30-day months and shall be payable on each Interest Payment Date to the Owner thereof as of the close of business on the Record Date, such interest to be paid by check or draft of the Trustee, mailed on the Interest Payment Date to the Owner by first class mail, postage prepaid, at his address as it appears on the Certificate Register. Payments of defaulted interest shall be paid by check or draft to the Owners of the Certificates as of a special record date to be fixed by the Trustee, notice of which special record date shall be given to the Owners of the Certificates not less than ten days prior thereto. Principal and premium, if any, with respect to any Certificate are payable upon surrender thereof at maturity or earlier redemption at the corporate trust office of the Trustee in ____, Mississippi, or at the office of any paying agent. The principal, premium, if any, and interest with respect to the Certificates shall be payable in lawful money of the United States of America.

SECTION 2.03 Form.

The Certificates shall be substantially in the form set forth in **EXHIBIT A** attached hereto and incorporated herein by reference, with such appropriate variations, omissions, and insertions as are permitted or required by this Trust Agreement.

SECTION 2.04 Execution.

The Certificates shall be executed by and in the name of the Trustee by the manual or facsimile signature of an authorized signatory of the Trustee. Only such Certificates as shall be so executed and dated by the Trustee shall be valid for any purpose or entitled to the benefits of this Trust Agreement.

SECTION 2.05 Transfer and Exchange.

The registration of any Certificate may be transferred upon the Certificate Register upon surrender of such Certificate to the Trustee. Such Certificate shall be endorsed or accompanied by delivery of the written instrument of transfer shown in **EXHIBIT A** hereto, duly executed by the Owner or its duly authorized attorney, and payment of such reasonable transfer fees as the Trustee may establish. Upon such registration of transfer, a new Certificate or Certificates, of like tenor and maturity in the same Total Maturity Amount and in authorized denominations, will be executed and delivered to the transferee in exchange therefor.

The City and the Trustee shall deem and treat the person in whose name any Outstanding Certificate shall be registered upon the Certificate Register as the absolute Owner of such Certificate, whether the principal of or interest with respect to such Certificate shall be overdue or not, for the purpose of receiving payment of principal, premium (if any) and interest with respect to such Certificate and for all other purposes, and any such payments so made to any such Owner or upon such person's order shall be valid and effective to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid, and neither the City nor the Trustee shall be affected by any notice to the contrary. The City agrees, to the extent permitted by law, to indemnify and save the Trustee harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, while acting in good faith and without gross negligence or willful default hereunder, in so treating such Owner.

Certificates may be exchanged at the corporate trust office of the Trustee for Certificates of like tenor, maturity and Total Maturity Amount of other authorized denominations. All Certificates surrendered in any such exchange shall thereupon be canceled by the Trustee. The Trustee may charge the Owner a reasonable sum for each new Certificate executed and delivered upon any exchange and the Trustee may require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

The Trustee shall not be required to register the transfer or exchange of any Certificate that has been called or is subject to being called for redemption, during a period beginning at the opening of business fifteen (15) days before any selection of Certificates to be prepaid through the close of business on the applicable payment date, except for the unredeemed portion of any Certificate prepaid only in part.

SECTION 2.06 Certificates Mutilated, Lost, Destroyed or Stolen.

If any Certificate shall become mutilated, the Trustee, at the expense of the Owner of such Certificate, shall execute and deliver a new Certificate of like tenor and denomination in exchange and substitution for the Certificate so mutilated, but only upon surrender to the Trustee

of the Certificate so mutilated. Every mutilated Certificate so surrendered to the Trustee shall be canceled and the Trustee shall deliver a certificate of destruction to the City. If any Certificate shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and if such evidence is satisfactory to the Trustee and indemnity satisfactory to the Trustee and the City has been given, the Trustee shall, at the expense of the Owner, execute and deliver a new Certificate of like tenor and denomination in lieu of and in substitution for the Certificate so lost, destroyed or stolen. The Trustee may require payment of an appropriate fee for each new Certificate delivered under this Section 2.06 and of the expenses which may be incurred by the Trustee in carrying out its duties under this Section 2.06. Any Certificate executed and delivered under the provisions of this Section 2.06 in lieu of any Certificate claimed to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of this Trust Agreement with all other Certificates. Notwithstanding any other provision of this Section 2.06, in lieu of delivering a new Certificate in exchange and substitution for a Certificate which has been mutilated, lost, destroyed or stolen, and which has matured, or is about to mature, or has been called for redemption, the Trustee may make payment of the principal of or interest with respect to such Certificate.

SECTION 2.07 Execution of Documents and Proof of Ownership.

Any request, direction, consent, revocation of consent or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Owners in person or by their attorneys or agents appointed by an instrument in writing for that purpose. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent shall be sufficient for any purpose of this Trust Agreement (except as otherwise herein provided), if made in the following manner. The fact and date of the execution by any Owner or its attorney or agent of any such instrument, and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in such jurisdictions, that the person signing such instrument acknowledged before him the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of such person's authority.

Nothing contained in this Article II shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which it may deem sufficient. Any request or consent of the Owner of any Certificate shall bind every future Owner of the same Certificate in respect of anything done or suffered to be done by the Trustee in pursuance of such request or consent.

SECTION 2.08 Certificate Register.

The Trustee shall keep or cause to be kept at its corporate trust office sufficient records for the registration and registration of transfer of the Certificates, which records shall at all times during regular business hours be open to inspection by the City. Upon presentation for registration of transfer, the Trustee shall, as above provided and under such reasonable

regulations as it may prescribe subject to the provisions hereof, register or register the transfer of the Certificates, or cause the same to be registered or cause the registration of the same to be transferred, on such records.

SECTION 2.09 Nonpresentment of Certificates.

Except as otherwise provided in Section 2.10 hereof, in the event any Certificates shall not be presented for payment when the principal thereof becomes due, if funds sufficient to pay such Certificates shall be held by the Trustee for the benefit of the Owner or Owners thereof, all liability of the City to the Owner or Owners thereof for the payment of the portion of Base Rental corresponding to the principal amount of such Certificates shall forthwith cease and be completely discharged and thereupon it shall be the duty of the Trustee to hold such funds (subject to Section 2.10 hereof), without liability for interest thereon, for the benefit of the Owner or Owners of such Certificates who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on, or with respect to, such Certificates.

SECTION 2.10 Unclaimed Money.

All money which the Trustee shall have received from any source and set aside for the purpose of paying or redeeming any of the Certificates shall be held in trust for the respective Owners of such Certificates, but any money which shall be so set aside or deposited by the Trustee and which shall remain unclaimed by the Owners of such Certificates for a period of one year after the date on which any payment or redemption with respect to such Certificates shall have become due and payable shall be paid to the City; provided, however, that the Trustee, before making any such payment, shall at the expense of the City cause notice to be mailed to the Owners of such Certificates, by first-class mail, postage prepaid at their address as shown on the Certificate Register. During any period in which the Trustee holds such unclaimed money, the Trustee shall not be required to invest such money. Thereafter, the Owners of such Certificates shall look only to the City for payment and then only to the extent of the amount so received without any interest thereon, and the Trustee shall have no responsibility with respect to such money.

SECTION 2.11 Reserved.

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ARTICLE III

FUNDS AND ACCOUNTS

SECTION 3.01 Application of Proceeds of Sale of the Certificates.

Upon the receipt of payment for the Certificates when the same shall be sold to the Original Purchaser or purchasers thereof, the proceeds of such sale of \$_____ (\$_____,000.00 par amount of the Certificates, less/plus a net original issue discount/premium of \$_____, less Original Purchaser discount of \$_____.00) shall be paid to the Trustee and deposited as follows:

(1) The Trustee shall deposit into the Costs of Issuance Account of the Construction and Acquisition Fund the sum of \$_____.

(2) The Trustee shall deposit the sum of \$_____ into the General Account of the Construction and Acquisition Fund.

SECTION 3.02 Establishment and Application of Construction and Acquisition Fund.

There is hereby established in trust a special fund designated the "Construction and Acquisition Fund," which shall be held by the Trustee and which shall be kept separate and apart from all other funds and money held by the Trustee. Money in the Construction and Acquisition Fund shall be expended for the payment of Acquisition Costs. The Trustee shall administer such fund and the accounts thereof as provided in this Article III. Within the Construction and Acquisition Fund, the Trustee shall establish a Costs of Issuance Account and a General Account:

(1) Costs of Issuance Account. There shall be deposited in the Costs of Issuance Account in the Construction and Acquisition Fund that portion of the proceeds of the Certificates required to be deposited pursuant to Section 3.01 hereof. The Trustee shall disburse money from the Costs of Issuance Account on and after the Closing Date and in such amounts as are necessary to pay Costs of Issuance, in each case in accordance with a payment request form in the form attached hereto as **EXHIBIT B** together with invoices therefor. Any amounts remaining in the Cost of Issuance Account on the earlier of the date on which the City has notified the Trustee in writing that all Costs of Issuance have been paid or one year after the Closing Date shall be transferred to the General Account in the Construction and Acquisition Fund.

(2) General Account. There shall be deposited in the General Account in the Construction and Acquisition Fund that portion of the proceeds of the Certificates required to be deposited pursuant to Section 3.01 hereof, and any money received by the Trustee as payment under any performance or labor and material bond given by the Contractor for the Project, or as proceeds under any builders all-risk insurance provided with respect to the Project. The Trustee shall from time to time, disburse money from the General Account in the Construction and Acquisition Fund to pay Acquisition Costs, as hereinafter provided, in each case promptly after receipt of a written request of a Corporation Representative in the form attached hereto as **EXHIBIT C** together with American Institute of Architects' Form G702.

In making such payments, the Trustee may rely upon the representations made in such written request. If for any reason the Corporation should decide prior to the payment of any item in said written request not to pay such item, then it shall give written notice of such decision to the Trustee and thereupon the Trustee shall not make such payment, and the Trustee shall have no liability to the Corporation or the designated payee as a result of such nonpayment.

In no event shall the Trustee be responsible for the improper use of money properly disbursed pursuant to requests made under this Section.

If, after payment by the Trustee of all written requests theretofore tendered to the Trustee under the provisions of this Section, and delivery to the Trustee of the Certificate of Completion, there shall remain any balance of money in the General Account of the Construction and Acquisition Fund, all moneys so remaining shall be transferred, first, in integral multiples of \$5,000, to the Redemption Account in the Certificate Fund with any remaining balance less than \$5,000 being transferred to the Interest Account of the Certificate Fund.

SECTION 3.03 Reserved.

SECTION 3.04 Establishment and Application of Base Rental Fund.

There is hereby established in trust a special fund designated the "Base Rental Fund," which shall be held by the Trustee and which shall be kept separate and apart from all other funds and moneys held by the Trustee. The Trustee shall administer such fund as provided in this Article III. The Base Rental Fund shall be maintained by the Trustee until all required Base Rental is paid in full pursuant to the terms of the Lease, or until such earlier date as there are no Certificates Outstanding. With the exception of delinquent Base Rental payments, all Base Rental payments received by the Trustee shall be deposited in the Base Rental Fund.

The Trustee shall transfer on each Interest Payment Date from the Base Rental Fund to the following accounts the following amounts: (i) to the Interest Account in the Certificate Fund, an amount which, together with money on deposit therein, equals the interest then due on such Interest Payment Date with respect to the Certificates in accordance with the terms of this Trust Agreement, and (ii) to the Principal Account in the Certificate Fund, an amount which, together with money on deposit therein, equals the principal then due or required to be prepaid on such Interest Payment Date with respect to the Certificates.

SECTION 3.05 Establishment and Application of Certificate Fund.

There is hereby established in trust a special fund designated the "Certificate Fund" which shall be held by the Trustee and which shall be kept separate and apart from all other funds and moneys held by the Trustee. The Trustee shall administer such fund as provided in this Article III. The Certificate Fund shall be maintained by the Trustee until all required Base Rental is paid in full pursuant to the terms of the Lease, or until such earlier date as there are no Certificates outstanding. Within the Certificate Fund, the Trustee shall establish the following accounts:

- (1) Interest Account;
- (2) Principal Account;
- (3) Redemption Account; and
- (4) Contingency Account.

There shall be deposited in the Interest Account that portion of the proceeds of the Certificates required to be deposited therein pursuant to Section 3.01 hereof. Monies transferred to the Interest Account and the Principal Account pursuant to Section 3.04 hereof shall be

applied by the Trustee to the payment of interest and principal (and premium, if any) due and payable with respect to the Certificates on any Interest Payment Date.

Any delinquent Base Rental payments, any proceeds of rental interruption insurance and any liquidated damages with respect to the Project received by the Trustee shall be deposited in the Contingency Account. Amounts on deposit in the Contingency Account shall be transferred by the Trustee first, to the Interest Account for immediate payment of interest payments past due, and second, to the Principal Account for the immediate payment of principal payments past due according to the tenor of any Certificate. Any amounts remaining in the Contingency Account after the foregoing transfers have been made shall be transferred to the Base Rental Fund.

Any proceeds of Property Insurance or awards in respect of a taking under the power of eminent domain not required to be used for repair, reconstruction or replacement of the Project, and any other amounts provided for the redemption prior to maturity of Certificates in accordance with Section 3.10 hereof shall be deposited by the Trustee in the Redemption Account in the Certificate Fund. On the scheduled redemption date, the Trustee shall withdraw from the Redemption Account and pay to the Owners entitled thereto the redemption price of the Certificates redeemed prior to maturity on such date.

Any funds transferred pursuant to Section 3.02 hereof from the General Account of the Construction and Acquisition Fund after delivery to the Trustee of the Certificate of Completion shall be deposited by the Trustee in the Redemption Account in the Certificate Fund. On the scheduled redemption date, the Trustee shall withdraw from the Redemption Account and pay to the Owners entitled thereto the redemption price of the Certificates redeemed prior to maturity on such date.

SECTION 3.06 Reserved.

SECTION 3.07 Establishment and Application of Rebate Fund.

There is hereby established in trust a special fund designated the "Rebate Fund," which shall be held by the Trustee and which shall be kept separate and apart from all other funds and accounts held by the Trustee. The Trustee shall administer the Rebate Fund as provided in this Article III. The Trustee shall deposit monies in the Rebate Fund pursuant to written instructions from the City. The City shall make this instruction in accordance with the provisions of the Non-Arbitrage Certificate. Except as set forth in the following sentence, amounts in the Rebate Fund shall only be applied to payments made to the United States, to the extent that such payments are required pursuant to the provisions of the Non-Arbitrage Certificate.

The Trustee shall, upon request and direction from the City, transfer to or upon the order of the City any amounts on deposit in the Rebate Fund in excess of the amount, if any, required to be maintained or held therein in accordance with the provisions of the Non-Arbitrage Certificate.

SECTION 3.08 Surplus.

After payment of all amounts due with respect to the Certificates and payment of all fees and expenses to the Trustee, or satisfactory provision for such payments having been made, any

amounts remaining in any of the funds or accounts established hereunder and not required for such purposes shall be remitted to the City and used for any lawful purpose thereof.

SECTION 3.09 Additional Rental.

In the event the Trustee receives Additional Rental pursuant to the Lease, such Additional Rental shall be applied by the Trustee solely to the payment of any costs in respect of which such Additional Rental was received, and shall not be commingled in any way with any other funds received by the Trustee pursuant to the Lease or this Trust Agreement.

SECTION 3.10 Repair or Replacement; Application of Property Insurance Proceeds and Condemnation Awards.

If the Project shall be damaged, destroyed, or shall be taken by eminent domain proceedings, the City shall continuously and diligently prosecute or cause to be prosecuted the repair or replacement thereof, unless the City elects not to repair or replace the Project in accordance with the provisions of this Section 3.10.

The proceeds of any Property Insurance, including the proceeds of any self-insurance fund, and the proceeds of any condemnation award, received on account of any damage, destruction or taking of the Project shall be held by the Trustee in an account (the "Special Account") and made available for, and to the extent necessary be applied to, the cost of repair or replacement upon the submission of a payment request together with proper supporting documentation. Pending such application, such proceeds may be invested by the Trustee, as directed by the City, in Qualified Investments that mature not later than such times as monies are expected to be needed to pay such costs of repair or replacement.

Notwithstanding the foregoing, the City shall notify in writing the Trustee within 90 days of the receipt by the Trustee of Property Insurance or condemnation proceeds, whether the City intends to replace or repair the portion of the Project with respect to which such proceeds were received. If the City elects to replace or repair such portion of the Project, the City shall promptly deposit with the Trustee the full amount of any insurance deductible to be credited to the Special Account. The City shall replace or repair such portion of the Project as required in the Lease, unless (i) it deposits the full amount of any insurance deductible necessary, together with the proceeds of Property Insurance, to redeem prior to maturity the Certificates relating to such portion of the Project and (ii) the Base Rental with respect to the remaining portion of the Project is sufficient to pay the Certificate Obligation and interest due with respect to the Certificates to remain Outstanding after the date on which Certificates relating to such portion of the Project are redeemed prior to maturity. The proceeds of any Property Insurance, including the proceeds of any self-insurance fund or the proceeds of any condemnation award, not applied to repairing or replacing damaged, destroyed or taken property, or in respect of which notice in writing by the City of its intention to apply the same to the work of repairing or replacing the property damaged, destroyed or taken shall not have been given to the Trustee within 90 days after receipt of such proceeds by the Trustee, or which the City shall at any time during such period have notified the Trustee are not to be so applied, shall forthwith be deposited into the Redemption Account and applied to the redemption prior to maturity of Certificates in accordance with Article IV hereof.

SECTION 3.11 Title Insurance.

Proceeds of any policy of title insurance received by the Trustee in respect of the Project shall be applied and disbursed by the Trustee as follows:

(1) If the City determines that the title defect giving rise to such proceeds has not materially affected the operation of the Project, upon the written instructions from the City, such proceeds shall be remitted to the City.

(2) If the City determines that any portion of the Project has been materially affected by such title defect, then the Trustee at the direction of the City, shall immediately deposit such proceeds in the Redemption Account of the Certificate Fund and such proceeds shall be applied to the redemption prior to maturity of Certificates in the manner provided herein.

SECTION 3.12 Application of Amounts After Default by City.

All damages or other payments received by the Trustee for the enforcement of any rights and powers of the Trustee under such Section 12 of the Lease, shall be held and applied in accordance with Section 8.09 hereof.

SECTION 3.13 Held in Trust.

The money and investments held by the Trustee hereunder are irrevocably held in trust for the purposes herein specified, and such money, and any income or interest earned thereon, shall be expended only as provided herein, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of (i) the Corporation, (ii) the City, (iii) the Trustee or (iv) any Owner of Certificates.

SECTION 3.14 Investments Authorized.

Money held by the Trustee in any fund or account hereunder shall be invested by the Trustee in Qualified Investments upon the written request (or the oral request confirmed in writing) of the City, shall be registered in the name of the Trustee where applicable, as Trustee, and shall be held by the Trustee. Funds held in the Contingency Account and Redemption Account of the Certificate Fund shall be yield restricted if held in said accounts for a period exceeding 12 months. If the City shall fail to provide the Trustee direction with respect to any monies subject to investment, the Trustee shall, nevertheless, invest such monies in Qualified Investments. The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section. The Trustee may act as agent in the making or disposing of any investment. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Section. The Trustee may make any investments through the investment department of the Trustee, utilizing Qualified Investments.

SECTION 3.15 Reports.

The Trustee shall furnish monthly to the City a report of all investments made by the Trustee and of all amounts on deposit in each fund and account maintained hereunder.

SECTION 3.16 Valuation and Disposition of Investments.

For the purpose of determining the amount in any fund or account hereunder, all Qualified Investments shall be valued at the market value thereof. The Trustee may sell at the best price obtainable, or present for redemption, any Qualified Investment so purchased by the Trustee whenever it shall be necessary in order to provide monies to meet any required payment, transfer, withdrawal or disbursement from any fund or account hereunder, and the Trustee shall not be liable or responsible for any loss resulting from such investment or sale.

SECTION 3.17 Application of Investment Earnings.

Until such time as the Trustee shall have received the Certificate of Completion, investment earnings received in respect of money on deposit in the General Account of the Construction and Acquisition Fund shall be deposited in the Interest Account of the Certificate Fund, or shall remain in the General Account of the Construction and Acquisition Fund, at the request of the City. All other investment earnings, and after the Trustee has received the Certificate of Completion, all investment earnings, shall be deposited into the following funds and accounts in the order of priority indicated: (i) the Interest Account in the Certificate Fund to the extent necessary to make the total amount on deposit therein equal to the amount of the interest component of the next succeeding Base Rental payment, and (ii) the Principal Account in the Certificate Fund to the extent necessary to make the total amount on deposit therein equal to the amount of the principal component, if any, of the next succeeding Base Rental payment. Any amounts not required to be so deposited shall be remitted to the City.

SECTION 3.18 No Federal Guarantee of Investment of Monies in Funds or Accounts.

Notwithstanding any other provision of this Trust Agreement, all money held by the Trustee in any of the funds or accounts established pursuant to this Trust Agreement, other than money on deposit in the Base Rental Fund and the Certificate Fund shall be invested solely in investments as may be permitted under the regulations issued pursuant to Section 149(b) of the Code, unless, in the opinion of Independent Counsel, another investment of such funds will not impair the exclusion of the interest component, with respect to any payment of Base Rental, from gross income for federal income tax purposes or its exemption from State of Mississippi personal income taxation.

SECTION 3.19 Redemption.

The Certificates shall be subject to redemption prior to their stated maturity only as set forth below:

- (a) *Optional Redemption*

(1) Certificates maturing on or after __1, 20__ are subject to redemption on any date on or after __ 1, 20__ at par, if the City exercises its prepayment rights under Section 15 of the Lease.

(b) *Mandatory Redemption*

(1) The Certificates are subject to mandatory redemption prior to maturity, in whole or in part in inverse order of maturity and by lot within a maturity, on any date, at a redemption price equal to the principal amount thereof plus accrued but unpaid interest without premium from the net proceeds deposited by the Trustee into the Redemption Account in the Certificate Fund, pursuant to Sections 3.10 and 3.11 hereof.

(2) The Certificates are subject to mandatory redemption prior to maturity, in whole or in part in inverse order of maturity and by lot within a maturity, on any date, at a redemption price equal to the principal amount thereof plus accrued but unpaid interest without premium, from monies transferred to the Redemption Account within the Certificate Fund from the General Account of the Construction and Acquisition Fund after delivery to the Trustee of the Certificate of Completion.

(c) *Mandatory Sinking Fund Redemption*

The Certificates are subject to mandatory sinking fund redemption as follows:

The Certificates maturing __ 1, 20__ are subject to mandatory sinking fund redemption in part, by lot, on __ 1 in each of the years set forth below, under the provisions of the Trust Agreement at one hundred percent (100%) of the principal amount so redeemed or paid, plus accrued interest as set forth below:

[The remainder of this page is intentionally left blank]

\$ __,000	
__% Term Certificates	
Maturing __ 1, 20__	
	Principal
<u>Year</u>	<u>Amount</u>
20	\$,000
20	,000
20*	,000

*Final maturity.

The Trustee shall credit against the mandatory sinking fund requirement for Certificates maturing __ 1 20__, as set forth above, any Certificates of such maturity delivered to the Trustee for cancellation or purchased for cancellation by the Trustee and cancelled by the Trustee and not therefore applied as a credit against any redemption obligation. Each Certificate of such maturity so delivered or cancelled shall be credited by the Trustee at one hundred percent (100%) of the principal amount thereof against the mandatory sinking fund obligation on the applicable mandatory sinking fund redemption date, and any excess of such amount shall be credited to future redemption obligations, and the principal amount of Certificates of such maturity to be redeemed by operation of the applicable mandatory sinking fund requirements shall be accordingly reduced; provided, however, the Trustee shall only credit such Certificates to the extent such are received on or before 45 days preceding the applicable mandatory redemption date as set forth above.

SECTION 3.20 Deposit for Redemption.

On or prior to the date fixed for redemption, there shall be deposited with the Trustee in cash an aggregate amount which shall be sufficient to pay the redemption price on the Certificates to be redeemed, and interest thereon to the redemption date; and there shall be deposited, or arrangements shall be made with the Trustee to deposit, with the Trustee a sum sufficient to pay the proper expenses and charges of the Trustee in connection with such redemption. Upon deposit with the Trustee of the aggregate amount of such redemption price and interest pursuant to this Section, such moneys shall be set aside by the Trustee and held by it for the account of the respective Owners of the Certificates being redeemed.

SECTION 3.21 Notice of Redemption.

Notice of redemption identifying the numbers of Certificates or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least 30 days and not more than 60 days prior to the date fixed for redemption.

SECTION 3.22 Partial Redemption of Certificates.

If less than all of the Certificates of a particular maturity at the time Outstanding are to be called for redemption, the particular Certificates or portions thereof of such maturity to be redeemed shall be selected, except as otherwise provided herein, by the Trustee in such manner of random selection as the Trustee, in its discretion, may determine. The Trustee shall call for

redemption in accordance with the foregoing provisions as many Certificates or portions thereof as will, as nearly as practicable, exhaust the moneys available therefor. Particular Certificates or portions thereof shall be redeemed only in integral multiples of a principal amount of \$5,000.

In the case of Certificates of denominations greater than \$5,000, if less than all of such Certificates then Outstanding are to be called for redemption, then for all purposes in connection with redemption, each \$5,000 of principal amount shall be treated as though it was a separate Certificate of the denomination of \$5,000 bearing one of the numbers borne by such by registered Certificate. If it is determined that one or more, but not all of the \$5,000 units of principal amount represented by any such fully registered Certificate is to be called for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Owner of such fully registered Certificate shall forthwith surrender such Certificate to the Trustee (a) for payment of the redemption price (including the redemption premium, if any, and interest to date fixed for redemption) of the \$5,000 unit or units of principal amount called for redemption, and (b) exchange for a new Certificate or Certificates of the aggregate principal amount of the unredeemed balance of the principal amount of such fully registered Certificate, which shall be issued to the Owner thereof without charge therefor. If the Owner of any such fully registered Certificate of a denomination greater than \$5,000 shall fail to present such Certificate to the Trustee for payment and exchange as aforesaid, such Certificate shall nevertheless become due and payable on the date fixed for redemption to the extent of the \$5,000 unit or units of principal amount called for redemption (and to that extent only). Interest shall cease to accrue on the portion of the principal amount of such Certificate represented by such \$5,000 unit or units of principal amount on and after the date fixed for redemption, provided that funds sufficient for the payment of the redemption price shall have been deposited with the Trustee and shall be available for the redemption of said \$5,000 unit or units on the date fixed for redemption, and in such event, such Certificate shall not be entitled to the benefit or security of this Trust Agreement to the extent of the portion of its principal amount (and accrued interest thereon to the date fixed for redemption and applicable premium, if any) represented by such \$5,000 unit or units of principal amount, nor shall new Certificates be thereafter issued corresponding to said unit or units.

SECTION 3.23 Effect of Notice of Redemption.

Notice having been given as aforesaid, and the monies for the redemption (including the interest to the applicable date of redemption) having been set aside in the Certificate Fund, the Certificates to be redeemed shall become due and payable on such date of redemption.

If on such redemption date money for the redemption of all the Certificates to be redeemed, together with interest to such redemption date, shall be held by the Trustee so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date interest with respect to the Certificates to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Trustee for the redemption of Certificates shall be held in trust for the account of the Owners of the Certificates so to be redeemed.

All Certificates paid at maturity or redeemed prior to maturity pursuant to the provisions of this Article shall be canceled upon surrender thereof and delivered to or upon the order of the City. All or any portion of a Certificate purchased by the City shall be canceled by the Trustee.

ARTICLE IV

THE TRUSTEE AND PAYING AGENTS

SECTION 4.01 Compensation of Trustee.

Subject to the terms of any compensation agreement, the City shall from time to time, on demand, pay to the Trustee reasonable compensation for its services and shall reimburse the Trustee for all its advances and expenditures, including but not limited to advances to and fees and expenses of independent appraisers, accountants, consultants, counsel, agents and attorneys-at-law or other experts employed by it in the exercise and performance of its powers and duties hereunder. To the extent permitted by law, compensation and reimbursement to the Trustee shall not be limited by any statutory provisions which limit compensation to Trustees of express trusts.

SECTION 4.02 Removal of Trustee.

The City may at any time for good cause shown and upon thirty (30) days' notice, or the Owners of a majority in aggregate amount of Certificate Obligation then Outstanding may by written request at any time and for any reason, remove the Trustee and any successor thereto, and shall thereupon appoint a successor or successors thereto, but any such successor shall be a bank or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000 and shall be subject to supervision or examination by a federal or state banking authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus set forth in its most recent report of condition so published. Any removal of the Trustee shall become effective upon acceptance of appointment by the successor Trustee.

SECTION 4.03 Resignation of Trustee.

The Trustee or any successor may at any time resign by giving written notice to the City and by giving mailed notice to the Owners of its intention to resign and of the proposed date of resignation, which shall be a date not less than 90 days after mailing of such notice, unless an earlier resignation date and the appointment of a successor Trustee shall have been or are approved by the Owners of a majority in aggregate amount of Certificate Obligation then Outstanding.

Upon receiving such notice of resignation, the City shall promptly appoint a successor Trustee by an instrument in writing; provided, however, that in the event the City fails to appoint a successor Trustee within 30 days following receipt of such written notice of resignation, the resigning Trustee may petition the appropriate court having jurisdiction to appoint a successor Trustee. Any resignation of the Trustee shall become effective upon acceptance of appointment by the successor Trustee.

Any successor Trustee approved by the City or any court shall satisfy the qualifications set forth in Section 5.02 hereof.

SECTION 4.04 Merger or Consolidation.

Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business (provided such company is eligible under Section 5.02), shall be the successor to the Trustee without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

SECTION 4.05 Protection and Rights of the Trustee.

The Trustee shall be protected and shall incur no liability in acting upon or processing in good faith any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Trust Agreement, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Trustee may consult with counsel, who may or may not be counsel to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith reliance thereon.

The Trustee shall not be liable for any error in judgment made in good faith by a responsible officer of the Trustee, unless it shall be proved that the Trustee was grossly negligent in ascertaining the pertinent facts.

The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the written direction of the Owners of not less than a majority in aggregate amount of the Certificate Obligation at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or relating to the exercise of any trust or power conferred upon the Trustee under this Trust Agreement.

Whenever in the administration of its duties under this Trust Agreement, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) shall be deemed to be conclusively proved and established by a certificate of the City Representative and such certificate shall be full warranty to the Trustee for any action taken or suffered under the provisions of this Trust Agreement in good faith reliance thereon, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

The Trustee may become the Owner of Certificates with the same rights it would have if it were not Trustee; may acquire and dispose of Certificates or other evidences of indebtedness

of the City and enforce its rights as Owner thereof to the same extent as if it were not Trustee; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Certificates, whether or not such committee shall represent the Owners of a majority in aggregate amount of Certificate Obligation then Outstanding.

The recitals, statements and representations by the City contained in this Trust Agreement or in the Certificates shall be taken and construed as made by and on the part of the City and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any such recital, statement or representation.

No provision in this Trust Agreement shall require the Trustee to risk or expend its own funds or otherwise incur any financial liability in the performance of any of the duties hereunder if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not assured to it.

SECTION 4.06 Trustee to Act as Set Forth Herein.

The Trustee has the power to receive, to hold in accordance with the terms hereof and to disburse the money to be paid pursuant to the Lease and this Trust Agreement. The Trustee has no power to vary, alter or substitute the Lease or the corpus of any trust created hereby or pursuant to the Lease or this Trust Agreement at any time, except as specifically authorized herein.

SECTION 4.07 Paying Agents.

The Trustee is hereby appointed as paying agent for the Certificates. The Trustee, upon written consent of the City, may appoint such other paying agents with respect to the Certificates as it may deem advisable. Any paying agent appointed shall be a bank or trust company, having a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000 and shall be subject to supervision by a federal or state banking authority.

ARTICLE V

AMENDMENTS

SECTION 5.01 Amendments to Trust Agreement.

This Trust Agreement may be amended in writing by agreement between the parties, but no such amendment shall become effective as to the Owners of Certificates then Outstanding unless and until approved in writing by the Owners of a majority in aggregate amount of Certificate Obligation then Outstanding. Notwithstanding the foregoing, this Trust Agreement and the rights and obligations provided hereby may also be modified or amended at any time without the consent of any Owners of the Certificates upon the written agreement of the City and the Trustee, but only (1) for the purpose of curing any ambiguity or omission relating thereto, or of curing, correcting or supplementing any defective provision contained in this Trust Agreement, (2) in regard to questions arising under this Trust Agreement which the City and the Trustee may deem necessary or desirable and not inconsistent with this Trust Agreement and

which shall not adversely affect the interests of the Owners of the Certificates, or (3) for any other reason, provided such modification or amendment does not adversely affect the interests of the Owners of the Certificates; provided that the City and the Trustee may rely in entering into any such amendment or modification hereof upon the opinion of Independent Counsel stating that the requirements of this sentence have been met with respect to such amendment or modification. No amendment shall impair the right of any Owner to receive such Owner's proportionate share of Base Rental in accordance with the terms of such Owner's Certificate.

SECTION 5.02 Amendments to Lease.

The Lease may be amended in writing by agreement between the parties thereto, with the consent of the Trustee, but no such amendment shall become effective as to the Owners of Certificates then Outstanding unless and until approved in writing by the Owners of a majority in aggregate amount of Certificate Obligation then Outstanding. Notwithstanding the foregoing, the Lease and the rights and obligations provided thereby may also be modified or amended at any time with the consent of the Trustee but without the consent of any Owners of the Certificates, upon the written agreement of the City and the Corporation, but only (1) for the purpose of curing any ambiguity or omission relating thereto, or of curing, correcting or supplementing any defective provision contained in the Lease, (2) in regard to questions arising under the Lease which the City and the Corporation may deem necessary or desirable and not inconsistent with the Lease and which shall not adversely affect the interests of the Owners of the Certificates, or (3) for any other reason, provided such modification or amendment does not adversely affect the interests of the Owners of the Certificates or impose additional duties, responsibilities or liabilities upon the Trustee; provided that the City, the Corporation and the Trustee may rely in entering into any such amendment or modification thereof upon the opinion of Independent Counsel stating that the requirements of this sentence have been met with respect to such amendment or modification.

SECTION 5.03 Consent of Owners.

If the City shall desire to obtain any consent in writing of Owners, the Board of Supervisors may, by resolution, propose the amendment to which consent is desired. A copy of such resolution, together with a request to Owners for their consent to the amendment proposed therein, shall be mailed, first class, postage paid, to each registered Owner at such Owner's address as it appears on the Certificate Register.

The lack of actual receipt by any Owner of such resolution and request for consent and any defects in such resolution and request for consent shall not affect the validity of the proceedings for the obtaining of such consent. A certificate by the Clerk of the Board, approved by resolution of the Board of Supervisors, that said resolution and request for consent have been delivered as herein provided shall be conclusive as against all parties.

Any such written consent shall be binding upon the Owner giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or by the subsequent Owner. To be effective, any revocation of consent must be filed at the address provided in the request for consent before the adoption of the resolution accepting consents as hereinafter provided.

After the Owners of at least a majority in aggregate amount of the Certificate Obligation then Outstanding shall have consented in writing, the Board of Supervisors shall adopt a resolution accepting such consents and such resolution shall constitute complete evidence of the consent of Owners under this Section.

Notice specifying the amendment that has received the consent of Owners as required by this Section shall be mailed, first class, postage prepaid, not more than 60 days following the final action in the proceedings for the obtaining of such consent, to each registered Owner at such Owner's address as it appears on the Certificate Register. Said notice is only for the information of Owners, and failure to mail such notice or any defect therein shall not affect the validity of the proceedings theretofore taken in the obtaining of such consent.

ARTICLE VI

COVENANTS; NOTICES

SECTION 6.01 City to Perform Pursuant to Lease.

The City covenants and agrees with the Owners of the Certificates to perform all obligations and duties imposed on it under the Lease, including, but not limited to, the obligation of the City to provide all Property Insurance required under Section 4.4 of the Lease.

SECTION 6.02 Extension of Payment of Certificates.

The City shall not directly or indirectly extend the dates upon which the Base Rental payments are required to be paid or prepaid, or the time of payment of interest with respect thereto. Nothing herein shall be deemed to limit the right of the City to issue any securities for the purpose of providing funds for the redemption prior to maturity of the Certificates and such issuance shall not be deemed to constitute an extension of the maturity of the Certificates.

SECTION 6.03 Access to Books and Records.

The Trustee shall at all times have access to those books and records of the City which may be reasonably required by the Trustee to fulfill its duties and obligations hereunder.

SECTION 6.04 General.

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Trust Agreement.

The City warrants that upon the date of execution and delivery of any of the Certificates, all conditions, acts and things required by law and this Trust Agreement to exist, to have happened and to have been performed precedent to and in the execution and delivery of such Certificates do exist, have happened and have been performed and the execution and delivery of such Certificates shall comply in all respects with the applicable laws of the State.

SECTION 6.05 Tax Matters.

In order to maintain the exclusion from gross income for federal income tax purposes of the portion of Base Rental designated as and comprising interest on the Certificates, the City covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code, in that the City agrees to comply with the covenants contained in, and the instructions given pursuant to, the Non-Arbitrage Certificate provided to the City by Special Counsel, as a source of guidance for compliance with such provisions. The Trustee hereby agrees to comply with any specific instructions received from the City which the City indicates must be followed in order to comply with the Non-Arbitrage Certificate.

Notwithstanding any other provision of this Trust Agreement to the contrary, upon the City's failure to observe, or refusal to comply with, the foregoing covenant, the Trustee may, or if so directed by the Owners of a majority of the Certificates Outstanding, shall exercise any right or remedy provided to the above Owners under this Trust Agreement on the basis of the City's failure to observe, or refusal to comply with, the covenant.

SECTION 6.06 Performance.

The City shall faithfully observe all covenants and other provisions contained in this Trust Agreement, in each Certificate executed and delivered hereunder, and in the Lease. Except as provided in the Lease, the City shall not agree to any amendment to the Lease that would either lengthen the term thereof or reduce the amount of Base Rental or Additional Rental payable thereunder, or change the time or times of payment of such Base Rental or Additional Rental, or agree to any other amendment detrimental to the rights of the Owners.

SECTION 6.07 Prosecution and Defense of Suits.

The City shall promptly take such action as may be necessary to cure any defect in the title to the Project or any part thereof, whether now existing or hereafter occurring, and shall prosecute and defend all such suits, actions and all other proceedings as may be appropriate for such purpose. The City covenants that it will diligently pursue eminent domain proceedings as may be necessary to acquire the Property.

SECTION 6.08 Further Assurances.

The City will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Trust Agreement, and for the better assuring and confirming to the Owners of the Certificates the rights and benefits provided herein.

ARTICLE VII

EVENTS OF DEFAULT

SECTION 7.01 Events of Default Defined.

The following shall be "events of default" under this Trust Agreement and the terms "events of default" and "default" shall mean, whenever they are used in this Trust Agreement, any one or more of the following events:

(a) An event of default as set forth in Section 12(a)(i) or 12(a)(ii) of the Lease.

(b) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Trust Agreement or the Lease, other than such failure as may constitute an event of default under clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Trustee or to the City and the Trustee by the Owners of not less than a majority in aggregate amount of Certificate Obligation then Outstanding; provided, however, that if the failure stated in the notice cannot be corrected within such period, then such period will be extended so long as corrective action is instituted by the City within such period and diligently pursued until the default is corrected, but only if such extension would not materially adversely affect the interest of any Owner.

(c) The filing by the City of a voluntary petition of bankruptcy.

SECTION 7.02 Notice of Events of Default.

In the event the City is in default, the Trustee shall give notice of such event of default to the Owners of the Certificates. Such notice shall state that the City is in default and shall provide a brief description of such default. The Trustee in its discretion may withhold notice if it deems it in the best interests of the Certificate Owners. The notice provided for in this Section shall be given by mail to the Owners within 30 days of the Trustee's knowledge of such occurrence of event of default.

SECTION 7.03 Remedies on Default.

Upon the occurrence and continuance of any event of default specified in Section 8.01(a) of this Trust Agreement, the Trustee shall proceed, or upon the occurrence and continuance of any other event of default hereunder, the Trustee may proceed (and upon written request of the Owners of not less than a majority in aggregate amount of Certificate Obligation then Outstanding, subject to the last sentence of the Section, shall proceed), to exercise the remedies set forth in Section 12 of the Lease or available to the Trustee hereunder. The Trustee shall receive reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby.

SECTION 7.04 Collection of Base Rental Payments.

The Trustee shall take any appropriate action to cause the City to pay any Base Rental payment not paid when due, upon written request and authorization by the Owners of a majority in aggregate amount of Certificate Obligation then Outstanding and unpaid, and upon being satisfactorily indemnified against any expense and liability with respect thereto and receiving payment for its fees and expenses.

SECTION 7.05 No Remedy Exclusive.

No remedy hereby conferred upon or reserved to the Trustee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Trust Agreement and the Lease, or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee or the Owners to exercise any remedy reserved to it or them, it shall not be necessary to give any notice other than such notice as may be required in this Article VIII or by law.

SECTION 7.06 No Additional Waiver Implied by One Waiver.

In the event any provision contained in this Trust Agreement should be breached by a party and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

SECTION 7.07 Action by the Insurer and Owners.

In the event the Trustee fails to take any action to eliminate an event of default under Section 12 of the Lease or hereunder, the Owners of a majority in aggregate amount of Certificate Obligation then Outstanding may institute any suit, action, mandamus or other proceeding in equity or at law for the protection or enforcement of any right under the Lease or this Trust Agreement, but only if such Certificate Owners shall have first made written request of the Trustee after the right to exercise such powers or right of action shall have arisen, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers granted therein or otherwise granted by law or to institute such action, suit or proceeding in its name, and unless, also, the Trustee shall have received reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time.

SECTION 7.08 Opinion of Counsel.

Before being required to take any action pursuant to this Article VIII, the Trustee may require: (a) an opinion of counsel acceptable to the Trustee, which opinion shall be made available to the City upon request, which counsel may or may not be counsel to the City or Independent Counsel, or (b) a certificate of the City, or both, concerning the proposed action. The Trustee shall be absolutely protected in reasonably relying upon such opinion and/or certificate.

SECTION 7.09 Application of Proceeds in Event of Default.

Except to the extent necessary to compensate the Trustee for its reasonable fees and expenses (including reasonable attorneys' fees and expenses), all damages or other payments received by the Trustee from the enforcement of any rights and powers of the Trustee under Section 12 of the Lease or under this Trust Agreement, shall be deposited by the Trustee into the Contingency Account in the Certificate Fund and after payment of overdue interest and principal with respect to the Certificates, if any, the balance shall be transferred to the Redemption Account in the Certificate Fund and as soon as practicable thereafter applied to the redemption prior to maturity of Certificates in accordance with the provisions of Section 4.01(b) hereof.

ARTICLE VIII

LIMITATION OF LIABILITY

SECTION 8.01 No Liability of City for Trustee Performance.

The City shall not have any obligation or liability to any other party or the Owners of the Certificates with respect to the performance by the Trustee of any duty imposed upon it under this Trust Agreement, including the distribution by the Trustee of principal and interest to the Owners of the Certificates.

SECTION 8.02 No Liability of Trustee for Base Rental Payments by City.

Except as provided herein, the Trustee shall have no obligation or liability to the Owners of the Certificates with respect to the payment of the Base Rental by the City when due, or with respect to the performance by the City of any other covenant made by it in the Lease.

SECTION 8.03 No Liability of City Except as Stated.

Except for (i) the payment of Base Rental and Additional Rental when due in accordance with the terms of the Lease, subject to the provisions of Section 3.3 thereof, and (ii) the performance by the City of its obligations and duties as set forth in the Lease, the Ground Lease, the Certificates, and in this Trust Agreement, the City shall have no obligation or liability to the Trustee or the Owners of the Certificates, as applicable.

SECTION 8.04 Limited Liability of Trustee.

The Trustee shall have no obligation or responsibility for providing information to the Owners concerning the investment quality of the Certificates, for the sufficiency or collection of any Base Rental or for the actions or representations of any other party to this Trust Agreement. The Trustee shall have no obligation or liability to any other party or the Owners with respect to the failure or refusal of any other party to perform any covenant or agreement made by such other party under this Trust Agreement or the Lease, but shall be responsible solely for the performance of the duties expressly imposed upon the Trustee hereunder. The recitals of facts, covenants and agreements contained herein and in the Certificates shall be taken as statements, covenants and agreements of the City and the Trustee assumes no responsibility for the correctness of the same and makes no representation as to the validity or sufficiency of this

Trust Agreement, the Lease, the Assignment Agreement, or the Certificates, or as to the value of or title to the Project, and shall not incur any responsibility in respect thereof, other than in connection with the duties or obligations herein assigned to or imposed upon the Trustee. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own gross negligence or willful default.

SECTION 8.05 Indemnification.

To the extent permitted by law, the City hereby agrees to indemnify and save the Trustee harmless from and against all claims, suits and actions brought against the Trustee, or to which the Trustee is made a party, and from all losses and damages suffered by the Trustee as a result thereof, where and to the extent such claim, suit or action arises out of the actions of any other party to this Trust Agreement or the Lease, including but not limited to the ownership, operation or use of the Project. Such indemnification shall not extend to judgments or settlements obtained against the Trustee and expenses of litigation in connection therewith based upon failure by the Trustee to perform and carry out the duties specifically imposed upon and to be performed by it pursuant to this Trust Agreement; provided, however, that this sentence shall not override the standard of performance set forth in Section 9.04 hereof. In the event the City is required to indemnify the Trustee as is herein provided, the City shall be subrogated to the rights of the Trustee, as applicable, to recover such losses or damages from any other person or entity.

SECTION 8.06 Limitation of Rights.

Nothing in this Trust Agreement or in the Certificates expressed or implied is intended or shall be construed to give any person other than the City, the Trustee and the Owners of the Certificates any legal or equitable right, remedy or claim under or in respect of this Trust Agreement or any covenant, condition or provision hereof; and all such covenants, conditions and provisions are and shall be for the sole and exclusive benefit of the City, the Trustee and such Owners.

ARTICLE IX

LIMITATION OF LIABILITY

SECTION 9.01 No Liability of City for Trustee Performance.

The City shall not have any obligation or liability to any other party or the Owners of the Certificates with respect to the performance by the Trustee of any duty imposed upon it under this Trust Agreement, including the distribution by the Trustee of principal and interest to the Owners of the Certificates.

SECTION 9.02 No Liability of Trustee for Base Rental Payments by City.

Except as provided herein, the Trustee shall have no obligation or liability to the Owners of the Certificates with respect to the payment of the Base Rental by the City when due, or with respect to the performance by the City of any other covenant made by it in the Lease.

SECTION 9.03 No Liability of City Except as Stated.

Except for (i) the payment of Base Rental and Additional Rental when due in accordance with the terms of the Lease, subject to the provisions of Section 3.3 thereof, and (ii) the performance by the City of its obligations and duties as set forth in the Lease, the Ground Lease, the Certificates, and in this Trust Agreement, the City shall have no obligation or liability to the Trustee or the Owners of the Certificates, as applicable.

SECTION 9.04 Limited Liability of Trustee.

The Trustee shall have no obligation or responsibility for providing information to the Owners concerning the investment quality of the Certificates, for the sufficiency or collection of any Base Rental or for the actions or representations of any other party to this Trust Agreement. The Trustee shall have no obligation or liability to any other party or the Owners with respect to the failure or refusal of any other party to perform any covenant or agreement made by such other party under this Trust Agreement or the Lease, but shall be responsible solely for the performance of the duties expressly imposed upon the Trustee hereunder. The recitals of facts, covenants and agreements contained herein and in the Certificates shall be taken as statements, covenants and agreements of the City and the Trustee assumes no responsibility for the correctness of the same and makes no representation as to the validity or sufficiency of this Trust Agreement, the Lease, the Assignment Agreement, or the Certificates, or as to the value of or title to the Project, and shall not incur any responsibility in respect thereof, other than in connection with the duties or obligations herein assigned to or imposed upon the Trustee. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own gross negligence or willful default.

SECTION 9.05 Indemnification.

To the extent permitted by law, the City hereby agrees to indemnify and save the Trustee harmless from and against all claims, suits and actions brought against the Trustee, or to which the Trustee is made a party, and from all losses and damages suffered by the Trustee as a result thereof, where and to the extent such claim, suit or action arises out of the actions of any other party to this Trust Agreement or the Lease, including but not limited to the ownership, operation or use of the Project. Such indemnification shall not extend to judgments or settlements obtained against the Trustee and expenses of litigation in connection therewith based upon failure by the Trustee to perform and carry out the duties specifically imposed upon and to be performed by it pursuant to this Trust Agreement; provided, however, that this sentence shall not override the standard of performance set forth in Section 9.04 hereof. In the event the City is required to indemnify the Trustee as is herein provided, the City shall be subrogated to the rights of the Trustee, as applicable, to recover such losses or damages from any other person or entity.

SECTION 9.06 Limitation of Rights.

Nothing in this Trust Agreement or in the Certificates expressed or implied is intended or shall be construed to give any person other than the City, the Trustee and the Owners of the Certificates any legal or equitable right, remedy or claim under or in respect of this Trust Agreement or any covenant, condition or provision hereof; and all such covenants, conditions

and provisions are and shall be for the sole and exclusive benefit of the City, the Trustee and such Owners.

ARTICLE X MISCELLANEOUS

SECTION 10.01 Defeasance.

If all Outstanding Certificates executed and delivered with respect to the Project shall be paid and discharged in any one or more of the following ways:

(1) by well and truly paying or causing to be paid the principal of, premium, if any, and interest with respect to all such Certificates Outstanding, as and when the same become due and payable;

(2) by the deposit by the City with the Trustee, in trust, at or before maturity, cash which, together with the amounts then on deposit in the Certificate Fund without the need for further investment, is fully sufficient to pay all such Certificates Outstanding, including all principal, premium (if any will be incurred) and interest at or, in the event of redemption prior to maturity thereof, before their respective maturity dates, notwithstanding that any Certificates shall not have been surrendered for payment; or

(3) by depositing with the Trustee, in trust, lawful money or direct obligations issued by the United States Treasury; or in such other federal securities as may be permitted under regulations issued pursuant to Section 149(b) of the Code, and which, in the opinion of nationally recognized bond counsel, will not impair the exclusion, if any exists, from gross income for federal income tax purposes of interest due with respect to the Certificates; in such amount as will, together with the interest to accrue thereon without the need for further investment, be fully sufficient to pay and discharge all or such portion of the Certificates (including all principal and interest) upon maturity or redemption prior to maturity thereof, notwithstanding that any Certificates shall not have been surrendered for payment; and provided there has been deposited with the Trustee funds sufficient to pay all Trustee fees and expenses;

then, provided that, if such Certificates are to be redeemed prior to maturity, notice of such redemption shall have been given as provided herein or provision satisfactory to the Trustee shall have been made for the giving of such notice, all obligations of the Trustee and the City under this Trust Agreement with respect to all such Outstanding Certificates shall cease and terminate, except only the obligation of the Trustee to pay or cause to be paid from the amounts deposited with it to the Owners of the Certificates all sums due thereon and the obligation of the City to pay to the Trustee the amounts owing to the Trustee under Section 5.01 hereof.

Any funds held by the Trustee relating solely to such defeased Certificates at the time of one of the events described above or following any payments to Owners described above, which are not required for payment to Owners, or for payment to be made to the Trustee by the City, shall be paid over to the City.

SECTION 10.02 Records.

Prior to the full payment of principal and interest due with respect to the Certificates, the Trustee shall keep complete and accurate records of all moneys received and disbursed under this Trust Agreement, which records shall be available for inspection by the City and by any Owner, or the agent of any of them, at any time during regular business hours.

SECTION 10.03 Notices.

Except as otherwise provided in the Trust Agreement, all notices under this Trust Agreement by any party shall be in writing and shall be sufficiently given and served if delivered by hand directly to the offices named below or sent by United States first class mail postage prepaid and addressed as follows:

(a) if to the City, to the City of Hattiesburg, P.O. Box 1898, Hattiesburg, Mississippi 39403-1898____, Attention: City Clerk.

(b) if to the Trustee, to _____ Bank, _____, _____, Mississippi _____, Attention: Corporate Trust Department.

(c) if to the Corporation, to Southern Mississippi Investment Co., Inc., c/o Southern Mississippi Planning and Development District, 9229 Hwy. 49, Gulfport, Mississippi 39503, Attention: President.

(d) if to any Certificate Owner, to its address as indicated in the Certificate Register.

SECTION 10.04 Governing Law.

This Trust Agreement shall be construed and governed in accordance with the laws of the State.

SECTION 10.05 Partial Invalidity.

Any provision of this Trust Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Trust Agreement.

SECTION 10.06 Binding Effect; Successor.

This Trust Agreement shall be binding upon and shall inure to the benefit of the parties hereto and the Owners and their respective successors and assigns. Whenever in this Trust Agreement any party is named or referred to, such reference shall be deemed to include such party's successors or assigns, and all covenants and agreements contained in this Trust agreement by or on behalf of any party hereto shall bind and inure to the benefit of such party's successors and assigns whether so expressed or not.

SECTION 10.07 Execution in Counterparts.

This Trust Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

SECTION 10.08 Destruction of Canceled Certificates.

Whenever in this Trust Agreement provision is made for the surrender to or cancellation, by the Trustee and the delivery to the City of any Certificates, the Trustee may, upon the request of the City Representative, in lieu of delivery, destroy such Certificates and deliver a certificate evidencing such destruction to the City.

SECTION 10.09 Headings.

The headings or titles of the several Articles and Sections hereof, and the table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Trust Agreement. Unless the context requires otherwise, all references herein to "Articles," "Sections," and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Trust Agreement.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Trust Agreement effective the date first above written.

____ **BANK**
____, **MISSISSIPPI**
as Trustee

By: _____
____, _____

Signature page to Trust Agreement, dated as of _____, 2015, by and between _____ Bank, _____, Mississippi and City of Hattiesburg, Mississippi.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Signature page to Trust Agreement, dated as of _____, 2015, by and between _____ Bank, _____, Mississippi and City of Hattiesburg, Mississippi.

APPROVED AS TO CONTENT AND FORM:

SOUTHERN MISSISSIPPI INVESTMENT CO., INC.

By: _____
President

**Signature page to Trust Agreement, dated as of _____, 2015, by and between _____ Bank,
____, Mississippi and City of Hattiesburg, Mississippi.**

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named _____, who acknowledged to me that he is the _____ of _____ **BANK, __, MISSISSIPPI**, and that he signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said Bank and as its official act and deed, being duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this the ____ day of _____, 2015.

Notary Public

My Commission Expires:

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named _____ and _____, who acknowledged to me that they are Mayor and City Clerk, respectively, of **CITY OF HATTIESBURG, MISSISSIPPI**, and that they signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said City and as its official act and deed, being duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this the ____ day of _____, 2015.

Notary Public

My Commission Expires:

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named _____, who acknowledged to me that she is the President of Southern Mississippi Investment Co., Inc., and that she signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said Corporation and as its official act and deed, being duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this the ____ day of ____, 2015.

Notary Public

My Commission Expires:

EXHIBIT A

FORM OF CERTIFICATE OF PARTICIPATION

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED 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.

Certificate No. R-__

**CERTIFICATE OF PARTICIPATION
(Hattiesburg, Mississippi Lease Purchase Project), Series 2015
Evidencing a Proportionate Undivided Interest of the
Owner Hereof in a Lease, Including the Right to Receive
Base Rental Payments to be Made by
CITY OF HATTIESBURG, MISSISSIPPI**

INTEREST RATE	MATURITY DATE	ORIGINAL CERTIFICATE DATE	CUSIP
___%	___ 1, 20__	____, 2015	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THIS IS TO CERTIFY THAT the registered owner identified above or registered assigns, as the registered owner of this Certificate of Participation (the "Owner" of the "Certificate"), is the Owner of a fractional undivided proportionate interest in, including the right to receive Base Rental (the "Base Rental") payable under, a Lease and Option to Purchase, dated as of _____, 2015 (the "Lease"), by and between City of Hattiesburg, Mississippi (the "City"), a political subdivision of the State of Mississippi (the "State"), as lessee, and Southern Mississippi Investment Co., Inc., a non-profit corporation organized and existing under the laws of the State of Mississippi, as Lessor (the "Corporation").

All capitalized terms used herein without definition shall have the meanings given to such terms given in the Trust Agreement (as hereinafter defined).

The registered Owner of this Certificate is entitled to receive, subject to the terms of the Lease and the Trust Agreement, and unless sooner paid in full, on the maturity date identified above, the principal amount identified above, representing a portion of the Base Rental payments designated as principal coming due on or prior to such date, and, subject to the terms of the Lease, to receive on each ____ 1 and ____ 1 (each an "Interest Payment Date"), commencing ____ 1, 20____, the registered Owner's proportionate share of the Base Rental designated as interest coming due on or prior to each of such dates. Such proportionate share of the portion of the Base Rental designated as interest is the result of the multiplication of the aforesaid portion of the Base Rental designated as principal by the interest rate specified above. Such proportionate share of the portion of the Base Rental designated as interest shall be computed on the basis of a 360-day year composed of 12 months of 30 days each.

Interest with respect to each Certificate shall accrue from the Interest Payment Date next preceding the date of execution thereof, unless (i) it is executed after a Record Date and before the close of business on the immediately following Interest Payment Date, in which event interest with respect thereto shall be payable from such Interest Payment Date; or (ii) it is executed prior to the close of business on the first Record Date, in which event interest with respect thereto shall be payable from ____, 2015; provided, however, that if at the time of registration of any Certificate interest with respect thereto is in default, interest with respect thereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment.

Amounts due hereunder in respect of principal and premium, if any, are payable in lawful money of the United States of America upon the surrender hereof at maturity or the earlier prepayment hereof at the corporate trust office of ____ Bank, as trustee (the "Trustee") in ____, Mississippi (or any successors thereto), or any paying agent appointed by the Trustee. Amounts representing interest are payable by check or draft mailed on the Interest Payment Date to the Owner of this Certificate at such Owner's address as it appears on the Certificate register as of the close of business on the fifth day of the month next preceding the day such payment is due. Payments of defaulted interest, if any, with respect to this Certificate shall be paid by check or draft to the registered Owner of this Certificate as of a special record date to be fixed by the Trustee, notice of which special record date shall be given to the Owner of this Certificate not less than ten days prior thereto.

The City is authorized to enter into the Lease pursuant to the laws of the State of Mississippi, including Sections 31-8-1 *et seq.*, Mississippi Code of 1972, as amended. The City has entered into the Lease for the purpose of leasing acquiring, constructing, financing and equipping a City fire station and related facilities (the "Project") in connection with the performance of the City's governmental functions. The Corporation has assigned all of its right, title, claims, proceeds, rents and interest in and to the Lease, including the right to receive Base Rental thereunder, to the Trustee, pursuant to the Assignment Agreement (the "Assignment Agreement"), dated as of ____, 2015, by and between the Corporation and the Trustee.

This Certificate has been executed and delivered by the Trustee pursuant to the terms of the Trust Agreement (the "Trust Agreement"), dated as of ____, 2015, by and between the City and the Trustee. Reference is hereby made to the Lease, the Trust Agreement and the Assignment Agreement (copies of all of which are on file at the aforesaid offices of the Trustee)

for a description of the terms on which the Certificates are delivered, and the rights thereunder of the registered Owners of the Certificates and the rights, duties and immunities of the Trustee and the rights and obligations of the City under the Lease, to all of the provisions of which the registered Owner of this Certificate, by acceptance hereof, assents and agrees.

Under the Lease, Base Rental is required to be deposited with the Trustee five (5) days prior to each Interest Payment Date for application to the Base Rental Fund established pursuant to the Trust Agreement (unless such deposit date is not a business day whereupon such deposit will be made the next preceding business day). The City has also pledged all amounts on deposit from time to time in the funds and accounts established pursuant to the Trust Agreement for the purposes therein specified, including the payment of all Base Rental.

The obligation of the City to make Base Rental and Additional Rental payments under the Lease constitutes a binding obligation of the City in accordance with the terms of said Lease. Provided, however, so long as no default of any monetary obligation of the City has occurred, the City's obligation to pay any amounts due or perform any covenants requiring or resulting in the expenditure of money shall be contingent and expressly limited to the extent of any specific, annual appropriation made by the City to fund such Lease. Nothing contained in the Lease shall create any monetary obligation on the part of the City beyond such current and specific appropriation. The City's Mayor and City Council (the "Governing Body"), in its sole discretion, may make said payments with any lawfully available revenues. Except as stated in the Trust Agreement, nothing in the Lease creates a lien of any kind or character whatsoever upon any funds, income or revenue now existing or hereafter held, collected, received, anticipated by, or available to the Governing Body or prevents or restricts the Governing Body at any time from pledging, obligating or creating specific liens upon funds, income or revenues to or for the payment of any bonds, notes or certificates of the Governing Body or for any other purpose whatsoever. The City has not pledged or levied any form of taxation for the payment of Outstanding Certificates.

The obligation of the City under the Lease is not a general obligation and does not constitute a pledge of the full faith and credit of the City, the State of Mississippi or any political subdivision or agency thereof within the meaning of any constitutional or statutory provision or limitation.

To the extent and in the manner permitted by the terms of the Trust Agreement, the provisions of the Trust Agreement may be amended by the parties thereto with the written consent of the Owners of a majority in aggregate amount of Certificate Obligation (as defined in the Trust Agreement) then outstanding. The Trust Agreement may be amended without such consent under certain circumstances provided that the interests of the Owners of the Certificates are not adversely affected. No amendment shall impair the right of any Owner to receive in any case such Owner's proportionate share of any Base Rental payment in accordance with such Owner's Certificate.

Registration of this Certificate is transferable by the registered Owner hereof, in person or by his attorney duly authorized in writing, at the aforesaid offices of the Trustee, but only in the manner, subject to the limitations, and upon payment of the charges, provided in the Trust Agreement and upon surrender and cancellation of this Certificate. Upon such registration of

transfer, a new Certificate or Certificates, of like tenor and maturity in the same total maturity amount and in authorized denominations will be issued to the transferee in exchange therefor. The City and the Trustee may treat the registered Owner hereof as the absolute Owner hereof for all purposes, whether or not this Certificate shall be overdue, and shall not be affected by any notice to the contrary.

Certificates maturing on or after __1, 20__ are subject to redemption on any date on or after __1, 20__ at par, if the City exercises its prepayment rights under Section 15 of the Lease.

The Certificates are subject to mandatory redemption prior to maturity, in whole or in part in inverse order of maturity and by lot within a maturity, on any date, at a redemption price equal to the principal amount thereof plus accrued but unpaid interest without premium from the net proceeds deposited by the Trustee into the Redemption Account in the Certificate Fund, pursuant to Sections 3.10 and 3.11 of the Trust Agreement, from the application of proceeds of property insurance, condemnation awards, title insurance or an event of default.

The Certificates are subject to mandatory redemption prior to maturity, in whole or in part in inverse order of maturity and by lot within a maturity, on any date, at a redemption price equal to the principal amount thereof plus accrued but unpaid interest without premium, from monies transferred to the Redemption Account within the Certificate Fund from the General Account of the Construction and Acquisition Fund after delivery to the Trustee of the Certificate of Completion concerning the Project as set forth in the Trust Agreement.

The Certificates are subject to mandatory sinking fund redemption as follows:

The Certificates maturing __1, 20__ are subject to mandatory sinking fund redemption in part, by lot, on ____ 1 in each of the years set forth below:

\$____,000
____% Term Certificates
Maturing __1, 20__

*Final maturity.

The Trustee shall credit against the mandatory sinking fund requirement for the Certificates maturing __1, 20__, as set forth above, any Certificates of such maturity delivered to the Trustee for cancellation or purchased for cancellation by the Trustee and cancelled by the Trustee and not therefore applied as a credit against any redemption obligation. Each Certificate of such maturity so delivered or cancelled shall be credited by the Trustee at one hundred percent (100%) of the principal amount thereof against the mandatory sinking fund obligation on the applicable mandatory sinking fund redemption date, and any excess of such amount shall be credited to future redemption obligations, and the principal amount of the Certificates of such maturity to be redeemed by operation of the applicable mandatory sinking fund requirements shall be accordingly reduced; provided, however, the Trustee shall only credit such Certificates to the extent such are received on or before 45 days preceding the applicable mandatory redemption date as set forth above.

Notice of redemption identifying the numbers of Certificates or portions thereof to be redeemed shall be given to the registered Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption.

If this Certificate is called for prepayment and the principal amount of this Certificate plus premium (if any) and accrued interest due with respect hereto are duly provided therefor as specified in the Trust Agreement, then interest shall cease to accrue with respect hereto from and after the date fixed for prepayment.

The Trustee has no obligation or liability to the Certificate owners to make any payments with respect to the Certificates, except from amounts on deposit for such purposes with the Trustee. The Trustee's sole obligations are to administer for the benefit of the Certificate Owners the various funds and accounts established under the Trust Agreement and, to the extent provided in the Trust Agreement, to enforce the rights of the Lessor under the Lease.

Notwithstanding anything herein to the contrary, this Certificate shall initially be issued in book-entry form and shall be registered in the name of Cede & Co. as the nominee of The Depository Trust Company ("DTC"), and for so long as the Certificates are registered in the name of Cede & Co. or any other nominee of DTC, all payments hereon and notices with respect hereto shall be made and given in the manner provided in the Representation Letter from the Trustee to DTC pertaining to the Certificates.

This Certificate shall not be entitled to any benefit under the Trust Agreement or become valid for any purpose until it has been duly executed and delivered by the Trustee.

THE CITY HAS CERTIFIED, RECITED AND DECLARED that all things, conditions and acts required by the Constitution and laws of the State of Mississippi and the Trust Agreement to exist, to have happened and to have been performed precedent to and in the execution and the delivery of this Certificate, do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, this Certificate has been executed and delivered by an authorized representative of the Trustee, acting pursuant to the Trust Agreement, on this the ____ day of ____, 2015.

____ **BANK**
____, **MISSISSIPPI**
as Trustee

BY: _____
Authorized Representative

VALIDATION CERTIFICATE

The issuance of the Certificates of which this Certificate is one has been validated and confirmed by order and decree of the Chancery Court of Forrest, Mississippi, rendered on the ____ day of ____, 2015.

BY: _____
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED the undersigned do(es) hereby sell, assign and transfer unto _____ (name), _____ (address), _____ (Employer Identification Number or Social Security Number), the within-mentioned Certificate and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the records of the Trustee with full power of substitution in the premises.

Dated: _____.

Note: The signature(s) on this Certificate must correspond with the name(s) as written on the face of the within registered Certificate in every particular, without alteration or enlargement or any change whatsoever.

Tax Identification Number of Assignee: _____

Signature Guaranteed.

BY: _____

Note: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

EXHIBIT B

FORM OF PAYMENT REQUEST

DISBURSEMENT REQUEST NO. _____

_____ Bank, ____, Mississippi
as Trustee

Attention: Corporate Trust Department

Re: \$____,000 Certificates of Participation (Hattiesburg, Mississippi Lease Purchase Project), Series 2015

Attention:

Pursuant to Section 3.02 of the Trust Agreement (the "Trust Agreement"), dated as of _____, 2015, by and between the City of Hattiesburg, Mississippi and you, as Trustee, you are hereby instructed to disburse the sum of \$_____ from the Costs of Issuance Account in the Construction and Acquisition Fund established under the Trust Agreement. You are instructed to pay such disbursement to the order of the following payee, and for the following cost(s) and/or expense(s):

Payee: _____

Cost(s) and/or expense(s) for which disbursement
is requested:

_____.

Dated: _____

CITY OF HATTIESBURG, MISSISSIPPI

City Representative

EXHIBIT C

FORM OF CONSTRUCTION DISBURSEMENT REQUEST

DISBURSEMENT REQUEST NO. _____

____ Bank

____, Mississippi _____
as Trustee

Attention: Corporate Trust Department

Re: \$____,000 Certificates of Participation (Hattiesburg, Mississippi Lease Purchase Project), Series 2015

Attention:

In accordance with the terms of the Trust Agreement dated as of _____, 2015, by and between you and City of Hattiesburg, Mississippi (the "City") (the "Trust Agreement"), you are hereby authorized and requested to make immediate disbursement of funds held by you for Acquisition Costs (as defined in the Trust Agreement).

The undersigned hereby certifies that:

(i) No part of the amount requested herein has been included in any other request previously filed with you;

(ii) There has not been filed with or served upon the Corporation or, if different, the undersigned, any notice of any lien or attachment upon or claim (except for any preliminary notice of lien as may be filed in accordance with law) affecting the right of the person, corporation or other entity stated below to receive payment of the amount stated below, which lien has not been released or will not be released simultaneously with the payment requested hereunder;

(iii) The amount remaining in the General Account within the Construction and Acquisition Fund held under the Trust Agreement will, after payment of the amount requested below, be sufficient to pay the cost of completing the construction of the Improvements (as hereinafter defined in accordance with construction contracts now in effect and the undersigned's estimates of costs of work, if any, not under contract, all in accordance with the plans and specifications for the improvements described in the Lease (the "Improvements") now in effect and on file with the Corporation;

(iv) The labor, services and/or materials covered hereby have been performed upon or furnished to the Improvements and the payment requested herein is due and payable under a purchase order, contract or other authorization;

(v) All construction to date has been performed in accordance with the plans and specifications for the Improvements on file with the Corporation, and there have been no changes in those plans and specifications except as have been expressly permitted by the Corporation;

(vi) There have been no changes in the scope or time of performance of the work of construction, nor any extra work, labor or materials ordered or contracted for, nor are any such changes contemplated, except as have been expressly permitted by the Corporation;

(vii) All amounts previously disbursed by you for labor, services and/or materials with respect to the Improvements, pursuant to previous disbursement requests, have been paid to the parties entitled thereto;

(viii) All conditions to the disbursement of the funds requested herein as set forth in the Trust Agreement and in the Lease have been fulfilled, and, to the best knowledge of the undersigned, no default under the Lease has occurred and is continuing; and

(ix) If applicable, an executed American Institute of Architect's Form G702 is attached hereto.

You are hereby requested to pay from the General Account within the Construction and Acquisition Fund established by the Trust Agreement, to the person, corporation or other entity designed below as Payee, the sum set forth below such designation, in payment of all (_____) or a portion (_____) (designated by the insertion of an "x" in the parentheses following the correct word or phrase) of the Construction Cost described below.

Payee:_____

Address:_____

Amount:_____

Description of Construction Cost or portion thereof accepted by
the undersigned and authorized to be paid to the Payee:

Dated: _____, _____.

BY: _____
Corporation Representative

BY: _____
City Representative

EXHIBIT D

REAL PROPERTY DESCRIPTION

Multi-Purpose Community Center Real Property Description

State of Mississippi
County of Forrest
City of Hattiesburg

All of Blocks 6 & 7 of D.D. McInnis 2nd Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, as per Map or Plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, lying West of the Western Right of Way Line of the abandoned Illinois Central Railroad, AND ALSO including that portion of vacated East Laurel Street lying between said Blocks 6 & 7 and West of said Western Right of Way Line, AND ALSO that portion of the vacated alleys lying inside said Blocks 6 & 7 and West of said Western Right of Way Line, all comprising 3.19 Acres, more or less.

Parks and Recreation Administrative Building Real Property Description

State of Mississippi
County of Forrest
City of Hattiesburg

A part of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 28, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described as Commencing at the Northwest Corner of said Section 28, thence run West for 291.19 feet, thence run South for 824.70 feet to a Point on the Southern Right of Way Line of a Power Transmission Line currently owned by Mississippi Power Company, thence run $S24^{\circ}46'52''W$ for 720.85 feet to a Corner on the Northern Line of the Grantor's Property as per Record Deed Book 899, Page 636 thereof on file in the Office of the Chancery Clerk of said Forrest County, thence run $S86^{\circ}10'00''E$ along said Northern Property Line for 648.62 feet, thence run $S00^{\circ}00'26''W$ for 100.22 feet to the Point of Beginning, said Point being 100.00 feet from said Northern Property Line as measured perpendicularly; thence run $S86^{\circ}10'00''E$ and parallel to said Northern Property Line for 501.12 feet to a Point 100.00 feet from the Eastern Line of the Grantor's Property as measured perpendicularly, thence run $S00^{\circ}00'26''W$ and parallel said Eastern Property Line for 446.13 feet, thence run $S89^{\circ}46'03''W$ for 500.00 feet, thence run $N00^{\circ}00'26''E$ and parallel to said Eastern Property Line for 481.66 feet to the Point of Beginning, comprising 5.33 Acres, more or less.

GROUND LEASE

Dated as of _____, 2015

by and between

CITY OF HATTIESBURG, MISSISSIPPI

and

SOUTHERN MISSISSIPPI INVESTMENT CO., INC.

**Prepared By:
Butler Snow LLP
Suite 1400, 1020 Highland Colony Parkway
Ridgeland, Mississippi 39157**

INDEXING INSTRUCTIONS:

GROUND LEASE

This **GROUND LEASE**, dated as of _____, 2015 (herein called the "Ground Lease") is entered into by and between the **CITY OF HATTIESBURG, MISSISSIPPI** (the "City"), a political subdivision of the State of Mississippi, and the **SOUTHERN MISSISSIPPI INVESTMENT CO., INC.** (the "Corporation"), a Mississippi non-profit corporation.

WITNESSETH

That in consideration of the mutual promises and agreements herein contained, the parties hereto, agree as follows:

SECTION 1. Definitions.

All capitalized terms used herein without definition shall have the meanings given to such terms in the Lease and Option to Purchase, dated as of the date hereof, by and between the Corporation and the City (the "Lease").

SECTION 2. Property.

The City hereby leases to the Corporation the real property described in **EXHIBIT A** hereto and all buildings and improvements thereon (the "Property") and made a part hereof, subject to the terms hereof and subject to any conditions, reservations, exceptions and rights of way which are of record.

SECTION 3. Ownership.

The City covenants that it is the owner of and holds title in fee simple to the Property described in **EXHIBIT A** hereof.

SECTION 4. Term.

This Ground Lease shall commence on the date of execution and delivery hereof and end on the earlier to occur of (i) ____ 1, 20____ or (ii) the date of termination of the Lease with respect to the Property pursuant to Section 2 or 15 thereof, in no event to exceed ____ years.

SECTION 5. Rent.

The Corporation shall pay to the City an advance rent of \$1.00 as full consideration for this Ground Lease over its term.

SECTION 6. Purpose.

The Corporation shall utilize the Property for the purposes described in the Lease and for such other purposes as may be incidental thereto.

SECTION 7. Assignment and Sublease.

The Corporation shall not assign, mortgage, hypothecate or otherwise encumber this Ground Lease and any rights hereunder and the leasehold created hereby by trust agreement, indenture or deed of trust or otherwise or sublet the Property without the written consent of the City, except that the City expressly approves and consents to the assignment and transfer of the Corporation's rights, title and interest in this Ground Lease to the Trustee pursuant to the Assignment Agreement dated as of _____, 2015, by and between the City and the Trustee.

SECTION 8. Right of Entry.

The City reserves the right for any of its duly authorized representatives to enter upon the Property at any reasonable time.

SECTION 9. Expiration.

The Corporation agrees, upon the expiration of this Ground Lease, to relinquish its rights in and to quit and surrender the Property.

SECTION 10. Quiet Enjoyment.

The Corporation at all times during the term of this Ground Lease shall peaceably and quietly have, hold and enjoy all of the Property.

SECTION 11. Taxes.

The City covenants and agrees to pay any and all taxes and assessments levied or assessed upon the Property.

SECTION 12. Eminent Domain.

If the whole or any part of the Property shall be taken under the power of eminent domain, the interest of the Corporation shall be recognized and is hereby determined to be the aggregate amount of unpaid Base Rental under the Lease and shall be paid to the Trustee in accordance with the terms of the Lease and the Trust Agreement.

SECTION 13. Default.

In the event that the Corporation or its assignee shall be in default in the performance of any obligation on its part to be performed under the terms of this Ground Lease, the City may exercise any and all remedies granted by law, except that no merger of this Ground Lease and of the Lease shall be deemed to occur as a result thereof; provided, however, that the City shall have no power to terminate this Ground Lease by reason of any default on the part of the Corporation or its assignee if (i) such termination would affect or impair the assignment of the Property by the Corporation pursuant to the Assignment Agreement, or (ii) such termination would prejudice the exercise of the remedies provided in Section 12 of the Lease. So long as any

such assignee or subtenant of the Corporation or any successor in interest to the Corporation shall duly perform the terms and conditions of this Ground Lease and of its then existing sublease (if any), such assignee or subtenant shall be deemed to be and shall become the tenant of the City hereunder and shall be entitled to all of the rights and privileges granted under any such assignment.

SECTION 14. Notices.

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

City -	City of Hattiesburg, Mississippi P.O. Box 1898 Hattiesburg, MS 39403-1898 Attention: City Clerk
Corporation -	Southern Mississippi Investment Co., Inc. 9229 Hwy. 49 Gulfport, Mississippi 39503, Attention: President

SECTION 15. Partial Invalidity.

If any one or more of the terms, provisions, promises, covenants or conditions of this Ground Lease shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Ground Lease shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

SECTION 16. Governing Law.

This Ground Lease shall be governed by the laws of the State of Mississippi.

SECTION 17. Execution in Counterparts.

This Ground Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Ground Lease to be executed and attested by their proper officers thereunto duly authorized, as of the day and year first above written.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Signature page to Ground Lease, dated _____, 2015, by and between City of Hattiesburg, Mississippi and Southern Mississippi Investment Co., Inc.

**SOUTHERN MISSISSIPPI INVESTMENT
CO., INC.**

By: _____
President

ATTEST:

By: _____
Secretary

**Signature page to Ground Lease, dated _____, 2015, by and between City of Hattiesburg,
Mississippi and Southern Mississippi Investment Co., Inc.**

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named ____ and _____, who acknowledged to me that they are the Mayor and City Clerk, respectively, of the **CITY OF HATTIESBURG, MISSISSIPPI** and that they signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said City and as its official act and deed, being duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this the ____ day of ____, 2015.

Notary Public

My Commission Expires:

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named ____ and _____, who acknowledged to me that they are the President and Secretary, respectively, of **SOUTHERN MISSISSIPPI INVESTMENT CO., INC.** and that they signed and delivered the foregoing instrument of writing on the day and year therein mentioned for and on behalf of said Corporation and as its official act and deed, being duly authorized so to do.

GIVEN UNDER MY HAND and official seal, this the ____ day of ____, 2015.

Notary Public

My Commission Expires:

EXHIBIT A

REAL PROPERTY DESCRIPTIONS

Multi-Purpose Community Center Real Property Description

State of Mississippi
County of Forrest
City of Hattiesburg

All of Blocks 6 & 7 of D.D. McInnis 2nd Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, as per Map or Plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, lying West of the Western Right of Way Line of the abandoned Illinois Central Railroad, AND ALSO including that portion of vacated East Laurel Street lying between said Blocks 6 & 7 and West of said Western Right of Way Line, AND ALSO that portion of the vacated alleys lying inside said Blocks 6 & 7 and West of said Western Right of Way Line, all comprising 3.19 Acres, more or less.

Parks and Recreation Administrative Building Real Property Description

State of Mississippi
County of Forrest
City of Hattiesburg

A part of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 28, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi and being more particularly described as Commencing at the Northwest Corner of said Section 28, thence run West for 291.19 feet, thence run South for 824.70 feet to a Point on the Southern Right of Way Line of a Power Transmission Line currently owned by Mississippi Power Company, thence run $S24^{\circ}46'52''W$ for 720.85 feet to a Corner on the Northern Line of the Grantor's Property as per Record Deed Book 899, Page 636 thereof on file in the Office of the Chancery Clerk of said Forrest County, thence run $S86^{\circ}10'00''E$ along said Northern Property Line for 648.62 feet, thence run $S00^{\circ}00'26''W$ for 100.22 feet to the Point of Beginning, said Point being 100.00 feet from said Northern Property Line as measured perpendicularly; thence run $S86^{\circ}10'00''E$ and parallel to said Northern Property Line for 501.12 feet to a Point 100.00 feet from the Eastern Line of the Grantor's Property as measured perpendicularly, thence run $S00^{\circ}00'26''W$ and parallel said Eastern Property Line for 446.13 feet, thence run $S89^{\circ}46'03''W$ for 500.00 feet, thence run $N00^{\circ}00'26''E$ and parallel to said Eastern Property Line for 481.66 feet to the Point of Beginning, comprising 5.33 Acres, more or less.

The Mayor and City Council of the City of Hattiesburg, Mississippi, took up for consideration the matter of leasing public buildings and related facilities, including a parks and recreation administrative building and a multi-purpose community center building. After a discussion, Councilperson _____ moved the adoption of the following resolution:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI AUTHORIZING THE LEASE PURCHASE OF PUBLIC BUILDINGS AND RELATED FACILITIES INCLUDING A PARKS AND RECREATION ADMINISTRATIVE BUILDING AND A MULTI-PURPOSE COMMUNITY CENTER BUILDING (THE "PROJECT"), UNDER THE TERMS AND PROVISIONS OF SECTIONS 31-8-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED; APPROVING THE ISSUANCE OF CERTIFICATES OF PARTICIPATION (HATTIESBURG, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2015 (THE "CERTIFICATES"), IN AN AMOUNT OF NOT TO EXCEED FIVE MILLION THREE HUNDRED THOUSAND DOLLARS (\$5,300,000); AUTHORIZING AND APPROVING THE FORMS OF A PURCHASE CONTRACT, A GROUND LEASE, A LEASE AND OPTION TO PURCHASE, AN ASSIGNMENT AGREEMENT AND A TRUST AGREEMENT IN CONNECTION WITH THE PROJECT AND THE ISSUANCE OF THE CERTIFICATES; AUTHORIZING AND APPROVING THE SIGNING AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT FOR THE SALE OF THE CERTIFICATES; AUTHORIZING AND APPROVING THE FORM OF, EXECUTION OF AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING TO THE CERTIFICATES; APPROVING THE APPOINTMENT OF DUNCAN-WILLIAMS, INC., MEMPHIS, TENNESSEE, AS UNDERWRITER FOR THE CERTIFICATES; AUTHORIZING CERTAIN ACTION BY CITY OFFICIALS; AND OTHER RELATED PURPOSES.

WHEREAS, the Mayor and City Council of the City of Hattiesburg, Mississippi (the "Governing Body" of the "City") intends to acquire, construct, renovate, finance, equip and lease City public buildings and related facilities, including a parks and recreation administrative building and a multi-purpose community center building (the "Project") pursuant to a lease from the Southern Mississippi Investment Co., Inc. (the "Corporation" or "Lessor") a non-profit corporation organized under the laws of the State of Mississippi, as authorized by Sections 31-8-1 et seq., Mississippi Code of 1972, as amended (the "Act"); and

WHEREAS, the City is authorized by the Act to enter into a lease and option to purchase agreement with the Corporation for the Project, which Corporation may enter into a development and construction agreement with Finlo Construction Co., Inc., Hattiesburg, Mississippi ("Finlo") for the design and construction of the Project; and

WHEREAS, Finlo may provide for the design, construction, renovation, expansion, remodeling, enlarging and equipping of the Project and employment of all professionals and other

necessary persons by Finlo in connection therewith, under and pursuant to an agreement between the Corporation and Finlo (the "Agreement"), and the leasing of the Project to the City by the Corporation for a primary term of not to exceed twenty (20) years; and

WHEREAS, the Project is in the best interest of the citizens of the City; and

WHEREAS, the City shall have the absolute right, at its expense, to employ additional architects, building inspectors or other personnel the City deems necessary to review building plans and construction progress and to recommend changes, if any, to the City; and

WHEREAS, in order to prepare the necessary resolutions and documents in connection with the lease, the City authorizes Butler Snow LLP, Ridgeland, Mississippi as Special Counsel (the "Special Counsel"), Government Consultants, Inc., as Municipal Advisor (the "Municipal Advisor"), and Amos Law Offices, PLLC, Hattiesburg, Mississippi, as City Counsel (the "City Counsel"), to prepare and distribute such resolutions and documents necessary in order to facilitate the issuance of not to exceed \$5,300,000 Certificates of Participation (Hattiesburg, Mississippi Lease Purchase Project), Series 2015 (the "Certificates"); and

WHEREAS, the City proposes to enter into a Ground Lease (as hereinafter defined) pursuant to which the City agrees to lease to the Corporation certain parcels of real property located in the City (the "Property"); and

WHEREAS, the City and the Corporation propose to enter into a Lease (as hereinafter defined) pursuant to which the Corporation agrees to lease the Property and the Project to the City in consideration for which the City will make payments of base rental ("Base Rental") for the use and possession of the Project; and

WHEREAS, the Corporation proposes to assign and transfer to a to be determined trustee (the "Trustee"), certain of its rights, title and interest in and to the Ground Lease and the Lease, including its right to receive payments of Base Rental thereunder, by entering into an Assignment Agreement (as hereinafter defined); and

WHEREAS, the City and the Trustee, with the consent and approval of Corporation, propose to enter into a Trust Agreement (as hereinafter defined) pursuant to which the Trustee will execute and deliver Certificates representing undivided proportionate interests in the Lease, including the right to receive payments of Base Rental thereunder; and

WHEREAS, it is necessary to approve the form of the Preliminary Official Statement (the "Preliminary Official Statement") for the sale of the Certificates and approve the distribution thereof to prospective purchasers of the Certificates; and

WHEREAS, the Governing Body of the City desires to authorize the negotiation of the sale of the Certificates to Duncan-Williams, Inc., Memphis, Tennessee, as Underwriter (the "Underwriter"); and

WHEREAS, there has been submitted to this meeting the forms of (a) the Ground Lease, (b)

the Lease and Option to Purchase; (c) the Assignment Agreement; (d) the Trust Agreement; (e) the Purchase Contract; and (f) the Preliminary Official Statement; and

WHEREAS, it appears that each of the documents above referenced to, which documents are now before the Governing Body, is in appropriate form and is an appropriate document for the purpose identified; and

WHEREAS, it is necessary and in the public interest to issue the Certificates to finance the Project in connection with the proposed lease of the Project to the City by the Corporation; and

WHEREAS, the Governing Body of the City desires to designate the Certificates as a qualified tax exempt obligation as defined in and for the purposes set forth in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, for calendar year 2015; and

WHEREAS, the City reasonably expects that it will incur expenditures prior to the issuance of the Certificates, which it intends to reimburse with the proceeds of the Certificates upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Certificates in anticipation of the issuance of the Certificates is made pursuant to Department of Treasury Regulations Section 1.150-2 (the reimbursement regulations). The Project for which such expenditures are made is the same as described hereinabove. The maximum principal amount of debt expected to be issued for the Project is the amount hereinabove set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, ACTING FOR AND ON BEHALF OF THE CITY OF HATTIESBURG, MISSISSIPPI, AS FOLLOWS:

SECTION 1. All capitalized terms not defined herein shall have the same meanings in this resolution as such terms are given in the Lease and the Trust Agreement.

SECTION 2. This resolution is adopted pursuant to the provisions of the Act.

SECTION 3. Pursuant to the Act, the Lease of the Project is awarded to the Corporation.

SECTION 4. The Governing Body of the City does hereby approve and authorize the negotiation of the sale of the Certificates to the Underwriter and authorizes the Mayor, acting for and on behalf of the Governing Body, to execute the Purchase Contract by and between the City, the Corporation and the Underwriter (the "Purchase Contract"), and attached hereto as **EXHIBIT A**, in substantially the same form, for and on behalf of the City, with such completions, changes and insertions as shall be approved by the officers executing and delivering the same (the execution thereof shall constitute conclusive evidence of approval of any such completions, changes, insertions and modifications), under the following conditions: (1) the par amount of the Certificates will not exceed \$5,300,000; and (2) the Certificates shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum as allowed by law; and (3) a final maturity of no later than twenty (20) years from the dated date of the Certificates.

SECTION 5. The Governing Body of the City does hereby authorize Special Counsel, Municipal Advisor, and City Counsel, to prepare and distribute such resolutions and documents necessary in order to facilitate the sale and issuance of such Certificates.

SECTION 6. The forms of the Ground Lease (the "Ground Lease") and the Lease and Option to Purchase (the "Lease"), all by and between the City and the Corporation, and attached hereto as **EXHIBITS B and C**, respectively, are hereby approved and/or ratified in substantially said form. The officers of the Governing Body are, and each of them acting alone is, hereby authorized and directed, for and in the name of and on behalf of the City, to execute by manual or facsimile signature and deliver the Ground Lease and the Lease in substantially the forms attached hereto and presented to and considered at this meeting, with such changes therein as the officer executing the same on behalf of the City may approve, in his discretion, as being in the best interests of the City, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 7. The Governing Body hereby gives authority to the Mayor to select and appoint the Trustee under the Trust Agreement (the "Trust Agreement") by and between the City and the Trustee.

SECTION 8. The form of the Trust Agreement, by and between the City and the Trustee attached hereto as **EXHIBIT D** is hereby approved. The officers of the Governing Body are, and each of them acting alone is, hereby authorized and directed, for and in the name of and on behalf of the City, to execute by manual or facsimile signature and deliver the Trust Agreement in substantially the form attached hereto with such changes therein as the officer executing the same on behalf of the City may approve, in his discretion, as being in the best interests of the City, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 9. The City hereby consents to the assignment by the Corporation pursuant to the Assignment Agreement, attached hereto as **EXHIBIT E**, by and between the Trustee and the Corporation (the "Assignment Agreement") of certain of the Corporation's rights under the Ground Lease and the Lease, including the right to receive payments of Base Rental under the Lease, to the Trustee for the benefit of the owners of the Certificates.

SECTION 10. That the Governing Body of the City hereby approves and adopts the Preliminary Official Statement for the sale of the Certificates in substantially the same form attached hereto as **EXHIBIT F** for and behalf of said Governing Body, and hereby authorizes the Mayor and City Clerk of the Governing Body to sign a Preliminary Official Statement in substantially the same form for and on behalf of said Governing Body. The Preliminary Official Statement is hereby "deemed final" by the Governing Body. The distribution of copies of said Preliminary Official Statement is hereby authorized and approved. The Mayor of the Governing Body and the City Clerk of the City are hereby authorized and directed to deliver such final Official Statement in connection with the sale of the Certificates and to consent to such omissions, corrections and modifications as he may approve with respect to such final Official Statement for the Certificates.

SECTION 11. If in the opinion of Special Counsel, a supplement or amendment to the Preliminary Official Statement and/or Official Statement is necessary to provide proper disclosure for the Certificates, the Governing Body of the City desires to authorize (a) Special Counsel to

prepare such supplement or amendment in a form and in a manner approved by the Underwriter and (b) the Underwriter to provide distribution of such supplement or amendment, as the case may be, in connection with the sale of the Certificates.

SECTION 12. That the Governing Body hereby designates the Certificates as a qualified tax exempt obligation as defined in and for the purposes set forth under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, for calendar year 2015.

SECTION 13. The Mayor of the Governing Body of the City is hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the Trustee to pay on the date of delivery of the Certificates the costs of issuance of said Certificates and cost for the Lease between the Corporation and the City; provided, however, total costs of issuance for said Certificates and Lease shall not exceed 5% of the par amount of the Certificates (excluding Underwriter discount, if any, and, if applicable, any premium for municipal bond insurance).

SECTION 14. Upon the recommendation of the Municipal Advisor, the Mayor and City Clerk of the City are hereby authorized to apply for, execute and deliver, a commitment for the provision of municipal bond insurance and any additional documents and certificates which are required by any provider of such municipal bond insurance selected to provide credit enhancement in connection with the issuance of the Certificates. Such insurer shall be selected by the Mayor following negotiations with perspective insurers by the Mayor, Municipal Advisor and Special Counsel. Any changes, insertions and omissions as may be required by the provider of the municipal bond insurance to the documents and the Preliminary Official Statement are to be approved by the Mayor, and the execution of the commitment for said municipal bond insurance being conclusive evidence of such approval. Payment of the premiums, if applicable, for such municipal bond insurance out of the proceeds of the Certificates is hereby approved.

SECTION 15. The City reasonably expects that it will incur expenditures prior to the issuance of the Certificates, which it intends to reimburse with the proceeds of the Certificates upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Certificates in anticipation of the issuance of the Certificates is made pursuant to Department of Treasury Regulations Section 1.150-2 (the reimbursement regulations). The Project for which such expenditures are made is the same as described hereinabove. The maximum principal amount of debt expected to be issued for the Project is the amount hereinabove set forth.

SECTION 16. The Governing Body does hereby appoint Duncan-Williams, Inc., Memphis, Tennessee, as the Underwriter and authorizes the Mayor to execute an Independent Registered Municipal Advisor (IRMA) Representation letter (the "U/W IRMA Letter") and the G-17 letter (the "G-17 Letter"), attached hereto, in substantially the forms submitted to this meeting and attached hereto as **EXHIBIT G**.

SECTION 17. Upon receiving the recommendation of Special Counsel, Municipal Advisor and Counsel to the City, the Mayor is hereby authorized and directed to make all final determinations necessary to prepare the Purchase Contract, Trust Agreement, Lease and Option to Purchase, Ground Lease, Assignment Agreement and Certificates, the Preliminary Official Statement and Official Statement, for the sale of the Certificates, including the date of sale, the dated date of the

Certificates, the final principal amount of Certificates, the maturity schedule relating to the Certificates, the redemption terms of the Certificates and any other terms thereof; provided, however, that all such determinations shall be made subject to approval by the Corporation, to be evidenced by the execution of the Purchase Contract for the sale of the Certificates, and by the Mayor and City Clerk, acting for and on behalf of the City, pursuant to this resolution.

SECTION 18. Upon the recommendation of the Municipal Advisor, the City authorizes the application of proceeds of the Certificates for capitalized interest, if applicable.

SECTION 19. All actions heretofore taken by any officer or officers of the City, as may be authorized by the City, with respect to the lease or in connection with the financing of the Project, are hereby approved, confirmed and ratified.

SECTION 20. The officers of the City are, and each of them acting alone is, hereby authorized and directed to take such actions and to execute any and all such documents, certificates and instruments as may be necessary to effectuate the purposes of this resolution.

SECTION 21. All other ordinances, resolutions and orders of the City in conflict with this resolution shall be and the same are hereby replaced, rescinded and set aside, but only to the extent of such conflict. For cause, it is hereby found, determined and adjudicated that this resolution shall become effective immediately upon its adoption by the Governing Body.

The above and foregoing resolution, after having been first reduced to writing, was seconded by Councilperson _____ and the question being put to a roll call vote, the result 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 3rd day of November, 2015.

[SEAL]

ATTEST:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd day of November, 2015.

CITY CLERK

MAYOR

(SEAL)

EXHIBIT A
FORM OF PURCHASE CONTRACT

EXHIBIT B
FORM OF GROUND LEASE

EXHIBIT C
FORM OF LEASE

EXHIBIT D
FORM OF TRUST AGREEMENT

EXHIBIT E
FORM OF ASSIGNMENT AGREEMENT

EXHIBIT F
FORM OF PRELIMINARY OFFICIAL STATEMENT

EXHIBIT G
FORM OF U/W IRMA LETTER
AND
FORM OF G-17

The Mayor and City Council of the City of Hattiesburg, Mississippi, took up for consideration the matter of leasing public buildings and related facilities, including a parks and recreation administrative building and a multi-purpose community center building. After a discussion, Councilperson Carroll moved the adoption of the following resolution:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI AUTHORIZING THE LEASE PURCHASE OF PUBLIC BUILDINGS AND RELATED FACILITIES INCLUDING A PARKS AND RECREATION ADMINISTRATIVE BUILDING AND A MULTI-PURPOSE COMMUNITY CENTER BUILDING (THE "PROJECT"), UNDER THE TERMS AND PROVISIONS OF SECTIONS 31-8-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED; APPROVING THE ISSUANCE OF CERTIFICATES OF PARTICIPATION (HATTIESBURG, MISSISSIPPI LEASE PURCHASE PROJECT), SERIES 2015 (THE "CERTIFICATES"), IN AN AMOUNT OF NOT TO EXCEED FIVE MILLION THREE HUNDRED THOUSAND DOLLARS (\$5,300,000); AUTHORIZING AND APPROVING THE FORMS OF A PURCHASE CONTRACT, A GROUND LEASE, A LEASE AND OPTION TO PURCHASE, AN ASSIGNMENT AGREEMENT AND A TRUST AGREEMENT IN CONNECTION WITH THE PROJECT AND THE ISSUANCE OF THE CERTIFICATES; AUTHORIZING AND APPROVING THE SIGNING AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT FOR THE SALE OF THE CERTIFICATES; AUTHORIZING AND APPROVING THE FORM OF, EXECUTION OF AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING TO THE CERTIFICATES; APPROVING THE APPOINTMENT OF DUNCAN-WILLIAMS, INC., MEMPHIS, TENNESSEE, AS UNDERWRITER FOR THE CERTIFICATES; AUTHORIZING CERTAIN ACTION BY CITY OFFICIALS; AND OTHER RELATED PURPOSES.

WHEREAS, the Mayor and City Council of the City of Hattiesburg, Mississippi (the "Governing Body" of the "City") intends to acquire, construct, renovate, finance, equip and lease City public buildings and related facilities, including a parks and recreation administrative building and a multi-purpose community center building (the "Project") pursuant to a lease from the Southern Mississippi Investment Co., Inc. (the "Corporation" or "Lessor") a non-profit corporation organized under the laws of the State of Mississippi, as authorized by Sections 31-8-1 et seq., Mississippi Code of 1972, as amended (the "Act"); and

WHEREAS, the City is authorized by the Act to enter into a lease and option to purchase agreement with the Corporation for the Project, which Corporation may enter into a development and construction agreement with Finlo Construction Co., Inc., Hattiesburg, Mississippi ("Finlo") for the design and construction of the Project; and

WHEREAS, Finlo may provide for the design, construction, renovation, expansion, remodeling, enlarging and equipping of the Project and employment of all professionals and other

necessary persons by Finlo in connection therewith, under and pursuant to an agreement between the Corporation and Finlo (the "Agreement"), and the leasing of the Project to the City by the Corporation for a primary term of not to exceed twenty (20) years; and

WHEREAS, the Project is in the best interest of the citizens of the City; and

WHEREAS, the City shall have the absolute right, at its expense, to employ additional architects, building inspectors or other personnel the City deems necessary to review building plans and construction progress and to recommend changes, if any, to the City; and

WHEREAS, in order to prepare the necessary resolutions and documents in connection with the lease, the City authorizes Butler Snow LLP, Ridgeland, Mississippi as Special Counsel (the "Special Counsel"), Government Consultants, Inc., as Municipal Advisor (the "Municipal Advisor"), and Amos Law Offices, PLLC, Hattiesburg, Mississippi, as City Counsel (the "City Counsel"), to prepare and distribute such resolutions and documents necessary in order to facilitate the issuance of not to exceed \$5,300,000 Certificates of Participation (Hattiesburg, Mississippi Lease Purchase Project), Series 2015 (the "Certificates"); and

WHEREAS, the City proposes to enter into a Ground Lease (as hereinafter defined) pursuant to which the City agrees to lease to the Corporation certain parcels of real property located in the City (the "Property"); and

WHEREAS, the City and the Corporation propose to enter into a Lease (as hereinafter defined) pursuant to which the Corporation agrees to lease the Property and the Project to the City in consideration for which the City will make payments of base rental ("Base Rental") for the use and possession of the Project; and

WHEREAS, the Corporation proposes to assign and transfer to a to be determined trustee (the "Trustee"), certain of its rights, title and interest in and to the Ground Lease and the Lease, including its right to receive payments of Base Rental thereunder, by entering into an Assignment Agreement (as hereinafter defined); and

WHEREAS, the City and the Trustee, with the consent and approval of Corporation, propose to enter into a Trust Agreement (as hereinafter defined) pursuant to which the Trustee will execute and deliver Certificates representing undivided proportionate interests in the Lease, including the right to receive payments of Base Rental thereunder; and

WHEREAS, it is necessary to approve the form of the Preliminary Official Statement (the "Preliminary Official Statement") for the sale of the Certificates and approve the distribution thereof to prospective purchasers of the Certificates; and

WHEREAS, the Governing Body of the City desires to authorize the negotiation of the sale of the Certificates to Duncan-Williams, Inc., Memphis, Tennessee, as Underwriter (the "Underwriter"); and

WHEREAS, there has been submitted to this meeting the forms of (a) the Ground Lease, (b)

the Lease and Option to Purchase; (c) the Assignment Agreement; (d) the Trust Agreement; (e) the Purchase Contract; and (f) the Preliminary Official Statement; and

WHEREAS, it appears that each of the documents above referenced to, which documents are now before the Governing Body, is in appropriate form and is an appropriate document for the purpose identified; and

WHEREAS, it is necessary and in the public interest to issue the Certificates to finance the Project in connection with the proposed lease of the Project to the City by the Corporation; and

WHEREAS, the Governing Body of the City desires to designate the Certificates as a qualified tax exempt obligation as defined in and for the purposes set forth in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, for calendar year 2015; and

WHEREAS, the City reasonably expects that it will incur expenditures prior to the issuance of the Certificates, which it intends to reimburse with the proceeds of the Certificates upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Certificates in anticipation of the issuance of the Certificates is made pursuant to Department of Treasury Regulations Section 1.150-2 (the reimbursement regulations). The Project for which such expenditures are made is the same as described hereinabove. The maximum principal amount of debt expected to be issued for the Project is the amount hereinabove set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, ACTING FOR AND ON BEHALF OF THE CITY OF HATTIESBURG, MISSISSIPPI, AS FOLLOWS:

SECTION 1. All capitalized terms not defined herein shall have the same meanings in this resolution as such terms are given in the Lease and the Trust Agreement.

SECTION 2. This resolution is adopted pursuant to the provisions of the Act.

SECTION 3. Pursuant to the Act, the Lease of the Project is awarded to the Corporation.

SECTION 4. The Governing Body of the City does hereby approve and authorize the negotiation of the sale of the Certificates to the Underwriter and authorizes the Mayor, acting for and on behalf of the Governing Body, to execute the Purchase Contract by and between the City, the Corporation and the Underwriter (the "Purchase Contract"), and attached hereto as **EXHIBIT A**, in substantially the same form, for and on behalf of the City, with such completions, changes and insertions as shall be approved by the officers executing and delivering the same (the execution thereof shall constitute conclusive evidence of approval of any such completions, changes, insertions and modifications), under the following conditions: (1) the par amount of the Certificates will not exceed \$5,300,000; and (2) the Certificates shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum as allowed by law; and (3) a final maturity of no later than twenty (20) years from the dated date of the Certificates.

SECTION 5. The Governing Body of the City does hereby authorize Special Counsel, Municipal Advisor, and City Counsel, to prepare and distribute such resolutions and documents necessary in order to facilitate the sale and issuance of such Certificates.

SECTION 6. The forms of the Ground Lease (the "Ground Lease") and the Lease and Option to Purchase (the "Lease"), all by and between the City and the Corporation, and attached hereto as **EXHIBITS B** and **C**, respectively, are hereby approved and/or ratified in substantially said form. The officers of the Governing Body are, and each of them acting alone is, hereby authorized and directed, for and in the name of and on behalf of the City, to execute by manual or facsimile signature and deliver the Ground Lease and the Lease in substantially the forms attached hereto and presented to and considered at this meeting, with such changes therein as the officer executing the same on behalf of the City may approve, in his discretion, as being in the best interests of the City, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 7. The Governing Body hereby gives authority to the Mayor to select and appoint the Trustee under the Trust Agreement (the "Trust Agreement") by and between the City and the Trustee.

SECTION 8. The form of the Trust Agreement, by and between the City and the Trustee attached hereto as **EXHIBIT D** is hereby approved. The officers of the Governing Body are, and each of them acting alone is, hereby authorized and directed, for and in the name of and on behalf of the City, to execute by manual or facsimile signature and deliver the Trust Agreement in substantially the form attached hereto with such changes therein as the officer executing the same on behalf of the City may approve, in his discretion, as being in the best interests of the City, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 9. The City hereby consents to the assignment by the Corporation pursuant to the Assignment Agreement, attached hereto as **EXHIBIT E**, by and between the Trustee and the Corporation (the "Assignment Agreement") of certain of the Corporation's rights under the Ground Lease and the Lease, including the right to receive payments of Base Rental under the Lease, to the Trustee for the benefit of the owners of the Certificates.

SECTION 10. That the Governing Body of the City hereby approves and adopts the Preliminary Official Statement for the sale of the Certificates in substantially the same form attached hereto as **EXHIBIT F** for and behalf of said Governing Body, and hereby authorizes the Mayor and City Clerk of the Governing Body to sign a Preliminary Official Statement in substantially the same form for and on behalf of said Governing Body. The Preliminary Official Statement is hereby "deemed final" by the Governing Body. The distribution of copies of said Preliminary Official Statement is hereby authorized and approved. The Mayor of the Governing Body and the City Clerk of the City are hereby authorized and directed to deliver such final Official Statement in connection with the sale of the Certificates and to consent to such omissions, corrections and modifications as he may approve with respect to such final Official Statement for the Certificates.

SECTION 11. If in the opinion of Special Counsel, a supplement or amendment to the Preliminary Official Statement and/or Official Statement is necessary to provide proper disclosure for the Certificates, the Governing Body of the City desires to authorize (a) Special Counsel to

prepare such supplement or amendment in a form and in a manner approved by the Underwriter and (b) the Underwriter to provide distribution of such supplement or amendment, as the case may be, in connection with the sale of the Certificates.

SECTION 12. That the Governing Body hereby designates the Certificates as a qualified tax exempt obligation as defined in and for the purposes set forth under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, for calendar year 2015.

SECTION 13. The Mayor of the Governing Body of the City is hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the Trustee to pay on the date of delivery of the Certificates the costs of issuance of said Certificates and cost for the Lease between the Corporation and the City; provided, however, total costs of issuance for said Certificates and Lease shall not exceed 5% of the par amount of the Certificates (excluding Underwriter discount, if any, and, if applicable, any premium for municipal bond insurance).

SECTION 14. Upon the recommendation of the Municipal Advisor, the Mayor and City Clerk of the City are hereby authorized to apply for, execute and deliver, a commitment for the provision of municipal bond insurance and any additional documents and certificates which are required by any provider of such municipal bond insurance selected to provide credit enhancement in connection with the issuance of the Certificates. Such insurer shall be selected by the Mayor following negotiations with perspective insurers by the Mayor, Municipal Advisor and Special Counsel. Any changes, insertions and omissions as may be required by the provider of the municipal bond insurance to the documents and the Preliminary Official Statement are to be approved by the Mayor, and the execution of the commitment for said municipal bond insurance being conclusive evidence of such approval. Payment of the premiums, if applicable, for such municipal bond insurance out of the proceeds of the Certificates is hereby approved.

SECTION 15. The City reasonably expects that it will incur expenditures prior to the issuance of the Certificates, which it intends to reimburse with the proceeds of the Certificates upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Certificates in anticipation of the issuance of the Certificates is made pursuant to Department of Treasury Regulations Section 1.150-2 (the reimbursement regulations). The Project for which such expenditures are made is the same as described hereinabove. The maximum principal amount of debt expected to be issued for the Project is the amount hereinabove set forth.

SECTION 16. The Governing Body does hereby appoint Duncan-Williams, Inc., Memphis, Tennessee, as the Underwriter and authorizes the Mayor to execute an Independent Registered Municipal Advisor (IRMA) Representation letter (the "U/W IRMA Letter") and the G-17 letter (the "G-17 Letter"), attached hereto, in substantially the forms submitted to this meeting and attached hereto as **EXHIBIT G**.

SECTION 17. Upon receiving the recommendation of Special Counsel, Municipal Advisor and Counsel to the City, the Mayor is hereby authorized and directed to make all final determinations necessary to prepare the Purchase Contract, Trust Agreement, Lease and Option to Purchase, Ground Lease, Assignment Agreement and Certificates, the Preliminary Official Statement and Official Statement, for the sale of the Certificates, including the date of sale, the dated date of the

Certificates, the final principal amount of Certificates, the maturity schedule relating to the Certificates, the redemption terms of the Certificates and any other terms thereof; provided, however, that all such determinations shall be made subject to approval by the Corporation, to be evidenced by the execution of the Purchase Contract for the sale of the Certificates, and by the Mayor and City Clerk, acting for and on behalf of the City, pursuant to this resolution.

SECTION 18. Upon the recommendation of the Municipal Advisor, the City authorizes the application of proceeds of the Certificates for capitalized interest, if applicable.

SECTION 19. All actions heretofore taken by any officer or officers of the City, as may be authorized by the City, with respect to the lease or in connection with the financing of the Project, are hereby approved, confirmed and ratified.

SECTION 20. The officers of the City are, and each of them acting alone is, hereby authorized and directed to take such actions and to execute any and all such documents, certificates and instruments as may be necessary to effectuate the purposes of this resolution.

SECTION 21. All other ordinances, resolutions and orders of the City in conflict with this resolution shall be and the same are hereby replaced, rescinded and set aside, but only to the extent of such conflict. For cause, it is hereby found, determined and adjudicated that this resolution shall become effective immediately upon its adoption by the Governing Body.

The above and foregoing resolution, after having been first reduced to writing, was seconded by Councilperson Naylor and the question being put to a roll call vote, the result was as follows:

YEAS: Bradley
Carroll
Dryden
Naylor

NAYS: None

ABSENT:

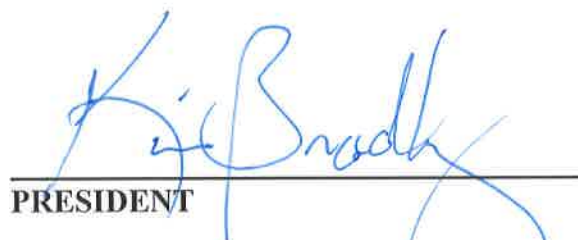
ABSTAIN: Delgado

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 3rd day of November, 2015.

[SEAL]

ATTEST:


CLERK OF COUNCIL


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 3rd day of November, 2015.


CITY CLERK


MAYOR

(SEAL)



City of Hattiesburg, MS

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

Master

File Number: 2015-2244

File ID: 2015-2244

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/29/2015

Brief Title: Agreement for Engineering services

Final Action: 11/03/2015

Minute Book Number: MB2015-326-327

Title:

Authorize Mayor to execute in duplicate Contract for Engineering Design Services for development of construction plans including field surveys, to obtain right-of-way acquisition maps and descriptions and complete constructions construction engineering services with The Walker and Associates, for construction of improvements along U.S. Highway 49 in vicinity of Forrest General Hospital and improvements to Camp Street & Adeline Street in Midtown area of Hattiesburg, Mississippi.

Notes:

Sponsors:

Enactment Date:

Attachments: Agreement, executed Agreement

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	11/03/2015	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 Contract for Engineering Design Services for development of construction plans including field surveys, to obtain right-of-way acquisition maps and descriptions and complete constructions construction engineering services with The Walker and Associates, for construction of improvements along U.S. Highway 49 in vicinity of Forrest General Hospital and improvements to Camp Street & Adeline Street in Midtown area of Hattiesburg, Mississippi.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Bradley, Carroll, Dryden and Naylor							
Nays: 1- Delgado							
Yea: 4 Council Member Bradley Council Member Carroll Council Member Dryden Council Member Naylor							

Nay: 1 Council Member Delgado

TEL-No Vote: 0

Text of Legislative File 2015-2244

Title

Authorize Mayor to execute in duplicate Contract for Engineering Design Services for development of construction plans including field surveys, to obtain right-of-way acquisition maps and descriptions and complete constructions construction engineering services with The Walker and Associates, for construction of improvements along U.S. Highway 49 in vicinity of Forrest General Hospital and improvements to Camp Street & Adeline Street in Midtown area of Hattiesburg, Mississippi.

Summary

Engineering agreement.

Budget Information

Expenditure Type

Purchasing Item

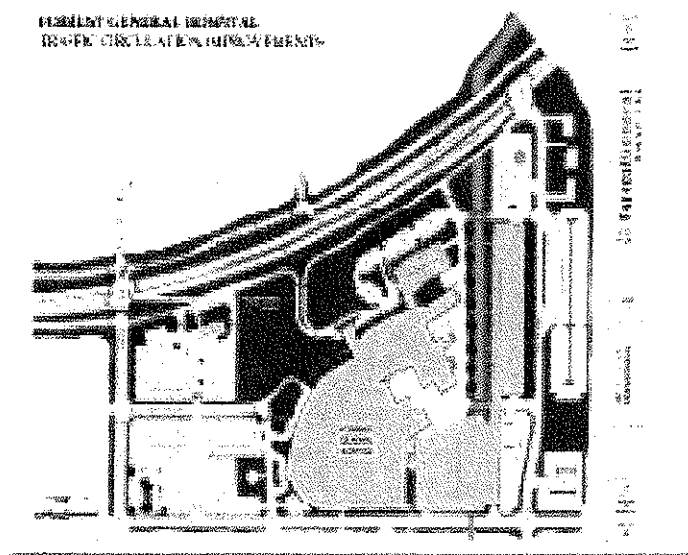
Publication Information

**MISSISSIPPI DEVELOPMENT AUTHORITY
ECONOMIC DEVELOPMENT HIGHWAY PROGRAM
CONSULTANT ENGINEERING CONTRACT**

**FOR
PROJECT NUMBER DECD – 0018(35)BO
CITY OF HATTIESBURG**

FORREST COUNTY

**FOR CONSTRUCTION OF IMPROVEMENTS ALONG
U.S. HIGHWAY 49 IN VICINITY OF FORREST
GENERAL HOSPITAL AND IMPROVEMENTS TO
CAMP STREET & ADELINE STREET IN MIDTOWN
AREA OF HATTIESBURG, MISSISSIPPI**



STATE OF MISSISSIPPI

CITY OF HATTIESBURG

THIS CONTRACT, made and entered into by and between the City of Hattiesburg, Mississippi, (the "CITY"), a body of the State of Mississippi, acting by and through the duly authorized Mayor of Hattiesburg, Mississippi, and The Walker Associates, Engineers-Planners-Designers, PLLC (the "CONSULTANT"), duly registered to do business in the State of Mississippi, whose address for mailing is P.O. Box 16496, Hattiesburg, Mississippi 39404 effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the CITY proposes **Improvements Along U.S. Highway 49 in the Vicinity of Forrest General Hospital and Improvements to Camp Street & Adeline Street in the Midtown Area**

in Hattiesburg, Mississippi described herein and to obtain complete design services for development of construction plans including field surveys, to obtain right-of-way acquisition maps and descriptions and to obtain complete construction engineering services all of which has been designated as **Project No. DECD-0018(35)BO**, hereinafter called the "PROJECT"; and

WHEREAS, the CITY desires to engage a qualified and experienced CONSULTANT to perform Engineering Services for the design and preparation of the complete construction plans and construction engineering for said PROJECT, and project management service, all of which are hereinafter called the "SERVICES"; and

WHEREAS, the CONSULTANT has represented to the CITY that it is experienced and qualified to provide those services, and the CITY has relied upon such representation; and

WHEREAS, the CONSULTANT has heretofore performed satisfactory services for the CITY;

WHEREAS the City has entered into a memorandum of understanding made and entered into on _____, between the Mississippi Development Authority ("MDA") and the Office of State Aid Road Construction ("STATE AID") requiring the services of an engineer to that end such parties are now desirous of entering into a CONTRACT;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the CITY and the CONSULTANT do hereby CONTRACT and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services, project management services, and materials required to perform the tasks described in the Scope of Work for the proposed transportation improvements. In so doing, the CONSULTANT shall meet the requirements of the CITY, MDA and STATE AID.

ARTICLE II. SCOPE AND PROCEDURE

The CONSULTANT shall conduct the services in accordance with this agreement including the exhibits hereto, and made a part hereof as if fully set forth herein. The timely performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this contract. The CITY specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel, any phase of any project begun under this CONTRACT at any time, with written approval of STATE AID and MDA.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until construction is complete and all final documents have been submitted and approved, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the CITY reserves the right to terminate this CONTRACT or any phase or project begun thereunder, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of services rendered prior to the date of termination. If termination occurs prior to completion of construction, in addition to fees and expenses as allowed by this Contract to date to which Consultant is entitled, the CITY shall be liable only for the costs, fees and expenses for demobilization and close out of CONTRACT based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the CITY. In no event shall the CITY be liable for lost profits or other consequential damages. All costs, expenses, and fees shall be subject to the approval of STATE AID, MDA, and the CITY.

ARTICLE IV. TIME OF PERFORMANCE

The CONSULTANT shall be prepared to perform its responsibilities of providing the SERVICES commencing on the date of execution of the CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the CITY which has been incorporated herein as a part of "Exhibit 3", Fees and Expenses, and made a part hereof by reference as if fully copied herein, and which when approved by final execution of this CONTRACT and upon such approval shall control the evaluation of the CONSULTANT's progress on this PROJECT. A copy of the progress schedule shall be submitted along with an

estimated percentage completed with each request for reimbursement.

A written Notice to Proceed shall be issued under authority from the CITY within 30 days after final execution of this CONTRACT.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the CITY is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the CITY by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the CITY, including but not limited to workers' compensation coverage, health insurance, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

The CITY for purposes of this agreement will execute all directives and orders through the MAYOR provided appropriate authority has been obtained from the MAYOR and City Council. All notices, communications, and correspondence with the CITY shall be directed to the key personnel and designated agents shown below.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on a fee basis as set forth in Exhibit "3" to this CONTRACT. The compensation paid pursuant to this CONTRACT shall be determined from the Economic Development Highway Program Engineer Fee Schedule dated May 1, 1996 and included as part of Exhibit "3" to this Contract, exclusive of testing.

Testing shall be performed and paid for in accordance with State Aid Standard Operating Procedures. Payment for testing shall be in addition to the Consultant's compensation described above.

B. Billing

The Consultant may submit invoices with documentation to State Aid in accordance with Exhibit 3, with a copy to the City, for review and approval. Upon such approval by State Aid, State Aid will forward any such request and supporting documentation to MDA for approval.

Upon approval thereof, MDA will forward any request for disbursement to the City for payment from the City, or MDA will pay from state funds.

The CONSULTANT further agrees that the MDOT, FHWA or any other Federal or State Agency may audit the same records at any time during the life of the CONTRACT and up to three (3) years thereafter, should the funding source for all or any part of this CONTRACT be funds of the United States of America or the State of Mississippi.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three (3) years from the date of final payment under this CONTRACT for inspection by the CITY, and copies thereof shall be furnished upon request, at the CITY's expense. The CONSULTANT agrees that the provisions of this article shall be included in any agreements it may make with any subcontractors, assignees or transferees.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment unless otherwise stated in writing at that time by Consultant shall be in full and final settlement of all claims arising against the CITY for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the CITY from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, and for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the CITY of final technical reports shall be borne by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the CITY may, at all reasonable times, review and inspect the SERVICES under this CONTRACT and any assignments thereunder or amendments thereto. Authorized representatives of the STATE AID, MDOT or FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the State of Mississippi or the United States of America a party to this CONTRACT, nor will the MDOT or FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and computations prepared by and for the CONSULTANT, shall be made available to authorized representatives of the STATE AID and the CITY for inspection and review at all reasonable times. Authorized representatives of the MDOT and FHWA may also review and inspect said reports, drawings, studies and maps prepared under this CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the CITY shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its errors in the final version of the work.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the fullest extent permitted by law, the CONSULTANT agrees to indemnify and hold the CITY harmless from and against any liabilities, damages and costs (including reasonable attorney's fees) to the extent caused by the negligence of the CONSULTANT in performance of services under this Agreement. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

To the fullest extent permitted by law, CITY shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees and agents and CONSULTANT's Sub-Consultants from and against any and all claims, costs, losses and damages (including but **not** limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CITY or CITY's officers, directors, partners, employees, or agents with respect to this Agreement or the Project.

In addition to the indemnity provided above under the previous two (2) paragraphs of this Agreement, and to the fullest extent permitted by law, CITY shall indemnify and hold harmless CONSULTANT and its' officers, directors, partners, employees, and agents and CONSULTANT's Sub-Consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release, or escape of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material at, on, under or from the Project site.

ARTICLE X. INSURANCE

The CONSULTANT shall obtain and furnish certificates to the CITY for the following minimum amounts of insurance:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.
- C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).
- D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs

associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.

E. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000.00) per incident; one million dollars (\$1,000,000.00) aggregate.

F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

In addition, CITY shall be named as an additional insured on all of the applicable coverages.

In the event that the CONSULTANT retains any subcontractor or other personnel to perform services or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage, or to include said subcontractor or other personnel within the CONSULTANT's coverage for the duration of said project or phase for which said subcontractor or other personnel is employed

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the life of this CONTRACT. Should the CONSULTANT cease to carry the errors and omissions coverage during the life of this CONTRACT listed above for any reason it shall obtain "tail" coverage in the same limits for a period of not less than three (3) years subsequent to the termination of the policy.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee or subcontractor working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee or subcontractor working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the CITY. For breach or violation of this provision the CITY may terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the CITY or participating in any future contracts with the CITY.

ARTICLE XII. EMPLOYMENT OF CITY'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the CITY for any work required by the terms of this CONTRACT, without the written permission of the CITY, except as may otherwise be provided for herein.

ARTICLES XIII. MODIFICATION

If, prior to the satisfactory completion of the services under this CONTRACT, the CITY materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement must be executed between the parties. Also, a supplemental agreement must be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the CITY, any individual member of the City Council, or any officer, agent, or employee of the CITY or the City Council either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications and/or changes or change orders involving this CONTRACT, amendments or assignments must be submitted in writing and signed by the parties thereto before any work is commenced.

Minor changes in the CONTRACT which do not involve changes in the compensation, extensions of time (except extensions of deadlines as specifically set forth under Article III) or changes in the goals and objectives of this CONTRACT may be made by written notification of such change by either the CITY or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the CITY. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the CITY and STATE AID. Under no circumstances will the CONSULTANT be allowed to sublet more than fifty percent (50%) of the work required under this CONTRACT. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that the CONSULTANT performs at least 50% of the overall CONTRACT with its own forces. Consent by the CITY and STATE AID to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The CITY and STATE AID reserve the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the CITY and STATE AID any proposed subcontract document together with subcontractor cost estimates for review and written concurrence of the CITY and STATE AID in

advance of their execution.

ARTICLE XV. OWNERSHIP OF DOCUMENTS

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain the property of the CITY upon termination or completion of work, or upon request of the CITY regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the CITY. The CITY shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than that provided for in this CONTRACT.

ARTICLE XVI. PUBLICATION AND PUBLICITY

IT IS AGREED, that if any information concerning the work, its conduct, results or data gathered or processed should be released by the CONSULTANT without prior approval from the CITY, except to CONSULTANT'S attorney, the release of same shall constitute grounds for termination of this CONTRACT without indemnity to the CONSULTANT, unless such release or disclosure is required by judicial proceeding, but should any such information be released by the CITY, or by the CONSULTANT with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this CONTRACT.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Mayor and City Council of Hattiesburg, Mississippi, the employees of the City of Hattiesburg or the State of Mississippi.

ARTICLE XVII. COPYRIGHTING

The CONSULTANT shall be prohibited from copyrighting the final reports or copyrighting any papers, interim reports, forms or other material which is a part of the work under this CONTRACT, without written approval from the CITY. Publication rights to any documents are reserved by the CITY.

ARTICLE XVIII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Forrest County, Mississippi, and all questions including but not limited to questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi. If any part of this CONTRACT is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the CONTRACT that can be given effect without the invalid or unenforceable provision and, to this end the provisions hereof are severable. In such event the

parties shall amend the CONTRACT as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

It is expressly agreed that if the CONSULTANT shall be delayed or interrupted in the performance or completion of its work hereunder by any embargo, war, fire, flood, earthquake, epidemic or other calamity, act of God or of the public enemy, governmental act (including, but not limited to, any government priority, preference, requisition, allocation, interference, restraint or seizure, or the necessity of complying with any governmental order, directive, ruling or request) or by any strike or labor dispute involving the owner, or any manufacturer, supplier or carriers of the machinery, materials or supplies required hereunder, then the time of completion specified herein shall be extended for a period equivalent to the time lost as a result thereof.

ARTICLE XIX. COMPLIANCE WITH APPLICABLE LAW

A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.

B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective as it relates to this project.

C. The CONSULTANT shall not discriminate against any employees nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.

D. The CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.

E. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations C.F.R. 23 Part 634 – Worker Visibility – as stated in 'Exhibit 5'.

F. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subconsultants and vendors who will participate in the performance of this CONTRACT and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of

any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the CITY due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on **Exhibit 8** in the CONTRACT to the CITY and to STATE AID verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT.

ARTICLE XX. KEY PERSONNEL & DESIGNATED AGENTS

The CONSULTANT agrees that Key Personnel identified as assigned to phases or projects hereunder as set forth in the assignments, shall not be changed or reassigned without prior approval of the CITY. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the Exhibits hereto:

CITY:

FOR CONTRACTUAL MATTERS

Honorable Johnny I. DuPree, Ph.D.
Mayor

P.O. Box 1898

Hattiesburg, Mississippi 39403-1898

Telephone 601-545-4501
Facsimile: 601-545-4608
Email: jdupree@hattiesburgms.com

FOR TECHNICAL MATTERS

Mr. Lamar Rutland, P.E.
City Engineer

P.O. Box 1898

Hattiesburg, Mississippi 39403-1898

Telephone 601-545-4540
Facsimile 601-545-4645
Email: lrutland@hattiesburgms.com

CONSULTANT:

FOR CONTRACTUAL MATTERS

Donald E. Walker, P.E.
Owner/Managing Member

P.O. Box 16496

Hattiesburg, Mississippi 39404-6496

Telephone 601-583-2127
Facsimile: 601-582-1300
Email: dwalker@thewalkerassociates.com

FOR TECHNICAL MATTERS

Dustin Gatlin, P.E.
Principal/Project Engineer

P.O. Box 16496

Hattiesburg, Mississippi 39404-6496

Telephone 601-583-2127
Facsimile 601-582-1300
Email: dustin@thewalkerassociates.com

All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE XXI. MERGER & WAIVER

It is expressly agreed by the parties hereto that the CONTRACT constitutes the entire and only CONTRACT between the parties and that any and all previous agreements, understandings and covenants which may have existed between the parties hereto of any kind, nature, or description, expressed or implied, oral or written, which have not been set forth in this CONTRACT are hereby void and of no effect and shall not in any way whatsoever be taken into consideration in the interpretation of the terms hereof.

No waiver of any provision or default under this CONTRACT shall affect the right of the CITY thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

ARTICLE XII. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and certified copies of the applicable Order of the MAYOR and the City Council and the Resolution of the Corporation Board of Directors containing the authority is attached.

WITNESS this my signature in execution hereof, effective as of the date of latest execution below hereto.

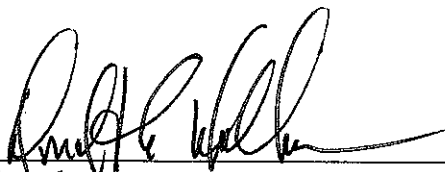
APPROVED:

Mayor

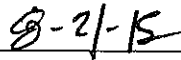
Date

ATTEST:

City Clerk,



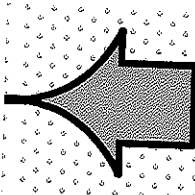
Consultant



Date

H. Carey Webb State Aid Engineer

Date: _____



ACKNOWLEDGEMENT OF SELECTION OF CONSULTING ENGINEER

Mississippi Development Authority

Date: _____

Exhibits attached hereto and incorporated by reference into this contract includes those identified on the following page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
 - A. ~~Program Form or Board Order~~
 - B. Resolution of Board of Directors of Consultant (if applicable)
2. Scope of Work.
 - A. Project Description
 - B. Project Cost Estimate
3. Fees and Expenses.
4. Commitment Letter from the Mississippi Development Authority
5. Compliance with Title VI of the Civil Rights Act of 1964, as amended and 23 C.F.R. 710.405(b).
6. Certification of Consultant.
7. Certification of City Council of No Conflict
8. Certification of Mayor and City Council on Compliance with the Mississippi Employment Protection Act.

EXHIBIT 1

BOARD ORDER APPROVING ENGINEERING CONTRACT

Attach a copy of the CITY COUNCIL's Order approving the Engineering Contract.

May be copy of City's or Council's Order authorizing execution of the contract or copy of minutes documenting approval of the contract.

Need corporate Resolution from Consultant's co.

EXHIBIT 2

SCOPE OF WORK CITY OF HATTIESBURG, MISSISSIPPI MISSISSIPPI DEVELOPMENT AUTHORITY PROJECT NO. DECD-0018 (35)BO

GENERAL DESCRIPTION

The Engineering Services Contract is for improvements along U.S. Highway 49 in the vicinity of Forrest General Hospital and improvements to Camp Street & Adeline Street in the Midtown area of Hattiesburg, Mississippi; to provide complete design services including field surveys for the development of construction plans, ROW maps and descriptions, to provide complete construction engineering services, and project management services.

THE CONSULTANT acknowledges that he has received a copy of the memorandum of understanding between the City, Mississippi Development Authority ("MDA") and the Office of State Aid Road Construction ("STATE AID") requiring the services of an engineer and project manager and CONSULTANT shall comply with the requirements therein to the extent applicable to CONSULTANT.

Construction of the project will be as follows: *(See Exhibit 2A)*

GENERAL REQUIREMENTS OF THE DESIGN CONTRACT FOR THIS PROJECT:

1. Design and evaluation of route locations for design consideration and utility conflicts for the Project.
2. Development of final ROW plans sufficient in detail for the CITY to acquire the required ROW for the Project.
3. Development of complete Preliminary and Final construction plans and bid documents including all STATE AID and MDOT special provisions, requirements and necessary changes.
4. Development of a final OPINION OF PROBABLE CONSTRUCTION COST.
5. Provide Construction phase engineering services.
6. Perform necessary environmental studies and furnish approved environmental document to STATE AID.

SERVICES TO BE PROVIDED BY THE CITY

1. Review and approve plans for the design and construction of the Project.
2. Provide information and data requested which is necessary for the Consultant's work.

SERVICES TO BE PROVIDED BY THE CONSULTANT

1. Design and evaluate route locations for environmental and design consideration.
2. Review the chosen route location for utility conflicts.
3. Complete field surveys. (See Appendix C)
4. Hydraulic analysis at all drainage structures.
5. Drafting of regulatory permit (404) applications and drawings for application if required at any regulated site.
6. Development of preliminary ROW plans and final ROW plans, sufficient in detail for the CITY to acquire the required ROW for the Project.
7. Development of preliminary construction plans with final ROW limits.
8. Development of complete construction plans and bid documents and special provisions including electronic transfer of files.
9. Provide complete construction engineering services including project management.
10. Arrange for the relocation or adjustment of all utilities in conflict with the construction of the project.

SCOPE OF WORK

The Scope of Work shall be divided into two phases:

Phase A: DESIGN ENGINEERING

- Part 1 Pre-Design Conference
- Part 2 Evaluation of Route Locations
- Part 3 Field surveys (Design & ROW)
- Part 4 Utility Location Surveys
- Part 5 Conceptual Plan Review
- Part 6 Plans-In-Hand Field Inspection
- Part 7 Preliminary Plans with ROW
- Part 8 Submittal of all required regulatory permits

Part 9 Office Review Plans
Part 10 Final Contract Plans and Documents

Phase B: CONSTRUCTION ENGINEERING

Part 1 Construction Administration
Part 2 Construction Staking
Part 3 Construction Inspection and Observation
Part 4 Materials Testing
Part 5 Documentation
Part 6 Preparation of Right of Way Plans and Plats

Specific work required for each phase is defined below.

References in the Document to STATE AID shall mean the Office of State Aid Road Construction, FHWA shall mean the Mississippi Division Federal Highway Administration, and MDOT shall mean the Mississippi Department of Transportation. The Office of State Aid Road Construction is an office of the Mississippi Department of Transportation and will administer this project at the State Level.

H. Carey Webb, P.E.,
State Aid Engineer

SPECIFIC WORK REQUIREMENTS FOR PHASE A: DESIGN ENGINEERING

After the Notice to Proceed has been issued, the CONSULTANT shall begin preparation of preliminary plans. The following specific requirements are for this phase:

Part 1 PRE-DESIGN CONFERENCE

The purpose of the conference is to discuss STATE AID and MDA procedures, the alignment, contract administration, the design criteria, the method of field survey and other matters as the parties deem necessary. After pre-design conference the State Aid Engineer shall authorize the CONSULTANT to proceed with the Route Location Evaluation.

Part 2 ROUTE LOCATION EVALUATION & PUBLIC HEARING

- a. The CONSULTANT shall evaluate the alternate route locations for environmental and design considerations using existing aerial photographs, U.S.G.S. Maps, existing roadway plans and other data that may be provided by others.
- b. The CONSULTANT shall assist the CITY OF HATTIESBURG and the STATE AID in any public hearings (if required).

Part 3 FIELD SURVEYS (DESIGN & ROW)

The CONSULTANT will survey the Project utilizing good engineering practices as required to prepare preliminary and final contract plans in accordance with the requirements of the STATE AID and to prepare ROW plans sufficient in detail to show property ownership. The work shall include, but not be limited to, the requirements outlined in Appendix "C".

Part 4 UTILITY LOCATION SURVEYS

The CONSULTANT shall locate all conflicting utilities; coordinate their relocation with the appropriate utility companies, and prepare all needed Utility Adjustment Agreements, in accordance with State Aid Standard Operating Procedures ("STATE AID SOP") No. SAP-II-2-8. Costs of adjusting or relocating utilities will be eligible for reimbursement by MDA.

Part 5 CONCEPTUAL PLAN REVIEW

The CONSULTANT shall prepare conceptual plans for the PROJECT to include where applicable layouts (plan & elevation), typical sections, finish grade profiles, design data, drainage data, etc. One (1) set of the conceptual plans will be submitted to the City and STATE AID for approval. Studies (including opinions of probable cost) of other concepts, and conceptual changes required during this review are considered to be covered by this Scope of Work. A minimum of three (3) weeks for review and approval by the City, STATE AID, and MDA shall be allowed.

Part 6 PRELIMINARY DESIGN PLANS-IN-HAND INSPECTION

The CONSULTANT shall prepare preliminary design plans in accordance with STATE AID'S format. The design standards, the format of the plans, and any hydraulic design shall conform to the STATE AID requirements and the MDOT Design Manual. The preliminary design plans shall contain, as a minimum, title sheet, typical sections, plan and profile sheets showing all geometrics, profile grades, construction limits, proposed right-of-way, size and location of all drainage structures, construction signing, and all appurtenances to preliminary design, as well as any traffic control that will be required during construction. Any other incidental drawings needed to show pertinent topographical features or special treatments shall be included within these preliminary design plans. The CONSULTANT shall submit one (1) set of the blueline prints of plans for review by the City and STATE AID, prior to requesting the plans-in-hand field inspection. The City and STATE AID shall mark on these plans all revisions or changes required and return same to the CONSULTANT. Consultant will allow a minimum of three (3) weeks for review by the City and STATE AID. After completing any revisions, the CONSULTANT shall submit to the STATE AID and City one (1) set of the blueline prints of the preliminary design plans for a plans-in-hand field (PSE) inspection with representatives of the CITY, the

CONSULTANT, and STATE AID at a date mutually agreed upon by all parties. Consultant will allow a minimum of three (3) weeks from the submittal date of the prints for scheduling and completing the field inspection.

a. Scale of Drawings:

Plans shall be prepared at the following scales:

- | | | |
|-----|--|---------|
| (1) | Plan sheets with geometrics | 1"=100' |
| (2) | Form grades at channelized intersections | 1"=20' |
| (3) | Intersection detail sheets | 1"=20' |
| (4) | Other sheets at appropriate scale. | |

b. Size of Drawings:

All drawings shall measure 24 x 36 inches with trim lines $\frac{1}{2}$ inch from top and bottom edges. Each sheet shall have a left hand margin of 1 $\frac{1}{2}$ inches; a right hand margin of $\frac{1}{2}$ inch; a margin of $\frac{1}{2}$ inch between the top border of the drawing and trim line; and a $\frac{1}{2}$ inch margin between the bottom border of drawing and trim line.

c. Size of Lettering:

STATE AID's policy requires the contract plans to be a 50% reduction (1/2 Scale) of the original plans. Therefore, the CONSULTANT shall provide a minimum letter size of 1/8 inch in order to be legible when reduced to 50% of the original size. All plans submitted by the CONSULTANT shall conform to roadway standards adopted by the STATE AID. The State Aid Engineer may reject any plans not conforming to these standards.

Part 7

PRELIMINARY PLANS WITH RIGHT-OF-WAY

Subsequent to the PSE inspection, the CONSULTANT shall make all changes agreed upon during the inspection. After completion of all revisions and changes requested by STATE AID and City, the CONSULTANT shall furnish one (1) set of blue-line prints for review by STATE AID and City. STATE AID and City shall mark on the prints all revisions or changes required and return same to the CONSULTANT (Allow minimum of three (3) weeks for review). Any changes or revisions required as a result of the above reviews shall be considered as part of the covered work.

Part 8

SUBMITTAL OF ALL REQUIRED REGULATORY PERMITS

The CONSULTANT shall determine what regulatory permits are required, if any, and submit complete and proper applications to the regulatory agency(s) for the proposed work, in accordance with STATE AID Procedures.

Part 9

OFFICE REVIEW PLANS

Subsequent to the PSE inspection, the CONSULTANT shall make all changes agreed upon during the inspection. This phase shall consist of all services required for production of final contract plans. After completion of all revisions and changes requested by STATE AID, the CONSULTANT shall furnish one (1) blue line sets of plans for review by the STATE AID ("OFFICE REVIEW PLANS"). The CONSULTANT shall return the original PSE Plans with the office submittal. A review of The OFFICE REVIEW PLANS will be required and the CONSULTANT may be requested to attend. STATE AID shall mark on the OFFICE REVIEW PLANS with all required revisions and return to the CONSULTANT (Allow minimum of three weeks for review). After all revisions have been made, the CONSULTANT shall submit the Final Contract Plans including all survey notes, design, special provisions, opinions of probable cost, and quantity computations and all notes or other data used in development of the plans.

Part 10

FINAL CONSTRUCTION PLANS (PS & E ASSEMBLY)

The final construction plans shall include all items required in the preliminary design plans and all other information such as, but not limited to, detailed index, general notes, summary of quantities, estimated quantities, OFFICE REVIEW PLANS, plan-profile sheets, special design sheets, bridge detail sheets, erosion control sheets, traffic control plan and a detailed construction estimate. STATE AID's sample plans should be used as the guide for assembling the final plans.

One complete set of design computations, quantity estimates and required special provisions shall be transmitted to the District Engineer at the time final construction plans are submitted.

The design computations shall be legible, neat and orderly, and properly identified and referenced. All analysis computations and pertinent sketches are understood to be part of the design computations.

The CONSULTANT shall prepare all special provisions pertinent to the intent of the plans unless the OFFICE OF STATE AID and/or MDOT have on hand suitable special provisions that may be used.

The CONSULTANT shall submit three (3) sets of 1/2 size blue line prints with standards included and two (2) sets of 1/2 scale blue line prints without standards along with four (4) sets of contract documents for STATE AID review. The marked OFFICE REVIEW PLANS must be returned with the PS&E Assembly.

The CONSULTANT shall prepare the legal notice for advertising for bids and submit for publication. The CONSULTANT shall solicit bids and issue plans and proposals to prospective bidders during advertising period and shall attend the letting and assist in tabulation and evaluation of bids. Further processing requirements for contract documents shall be in accordance with Appendix C.

SPECIFIC WORK REQUIREMENTS OF PHASE B: CONSTRUCTION ENGINEERING

The CONSULTANT will administer the construction contract in accordance with the plans, specifications, standards, and administrative, construction and testing SOP's.

The CONSULTANT will handle all construction administration and serve as the project manager, which duties shall include but not be limited to furnishing survey crews, inspectors, materials testing laboratory equipment and staff, Project Engineer, office clerical staff, vehicles and all equipment and supplies, as required to provide the service outlined herein.

Part 1 CONSTRUCTION ADMINISTRATION

The CONSULTANT will handle all contacts with property owners, utility companies and other individuals, regarding project questions and problems.

The State Aid District Engineer shall be the STATE AID's official representative on the project.

The CONSULTANT shall be the only authorized contact with the contractor during construction. STATE AID shall send all information and requests for the Contractor to the CONSULTANT for relay to the Contractor.

The CONSULTANT will be responsible for arranging a preconstruction conference, notifying all the parties involved, requiring all the proper documents as detailed in State Aid Standard Specifications and leading the preconstruction conference after award of contract.

The CONSULTANT and the Contractor performing project construction for the same construction project cannot have the same parent company or any corporate association.

The CONSULTANT'S personnel assigned to the project must have prior construction experience in the areas of work which they are to perform. Key personnel, as defined below shall not be replaced on the project without STATE AID approval. The CONSULTANT shall maintain a good working relationship with the Contractor and any person employed by the CONSULTANT or by Sub-Consultant who, in the opinion of the State Aid District Engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly, shall at the written request of the State Aid District Engineer be removed immediately by the CONSULTANT or sub-consultant employing such person and shall not be employed again in any rotation of the work without approval of the State Aid District Engineer.

The CONSULTANT shall have the necessary personnel available to work whatever schedule the contractor works.

The following positions are defined as "key personnel". The CONSULTANT may identify additional positions as "key" as well:

Project Engineer
Survey Party Chief
Project Inspector

The Project Engineer listed above shall be registered in the State of Mississippi in Civil Engineering or an approved related field.

The Project Engineer shall be available to begin work within one week of the execution of the construction contract.

The Survey Party Chief shall be experienced in the layout of major civil engineering projects, including structures, and shall supervise all staking. The Survey Party Chief shall also be experienced in the methods of measurement, recording and calculations necessary to determine final pay quantities. All survey work shall be performed under the general direction of the Project Engineer.

The traffic control specialist assigned to this project shall be thoroughly familiar with the MUTCD and the State Aid Traffic Control Plan. The traffic control specialist shall be assigned to inspect the work of the CONTRACTOR involving the maintenance and protection of traffic requirements of the CONTRACT and shall be subject to be on call 24 hours per day, seven (7) days a week. Nighttime and weekend inspection shall be made and documented by the traffic control specialist in accordance with STATE AID requirements. The State Aid District Engineer shall have a phone number where the CONSULTANT can be reached regarding emergency situations after hours and on weekends and holidays.

The CONSULTANT'S Project Engineer shall be assigned to the project full time or as otherwise authorized by the State Aid District Engineer. Construction inspection shall be provided to ensure that all work is performed in accordance with the plans and specifications, including the incorporation of tested materials in the construction.

The CONSULTANT will maintain separate and distinct records and files for the Project. The CONSULTANT will maintain all necessary inspection diaries, log books, survey staking records, material tests reports, and all needed documentation to justify all pay requests; all according to State Aid Standards. State Aid Standards include, but are not limited to 2004 Standard Specifications for State Aid Road and Bridge Construction, Testing and Administrative SOPS and other documents that are referred to in the CONTRACT.

The CONSULTANT shall provide sufficient trained personnel to adequately and competently perform the requirements of this CONTRACT.

Part 2

CONSTRUCTION STAKING

The CONSULTANT shall insure the setting of all stakes, including centerline stakes, rights-of-way stakes, slope stakes, grade stakes (blue tops), stakes for structures (location and grade), channel changes, material pit boundaries, and any other stakes necessary to control the work.

Part 3

CONSTRUCTION INSPECTION

The CONSULTANT is responsible for inspecting the work of the CONTRACTOR to ensure general compliance with the project specifications on all contract items. The CONSULTANT will not be permitted to change inspection personnel without approval of the State Aid District Engineer.

Requests for inspection of prefabricated items or review and approval of shop drawings will be submitted to the CONSULTANT. STATE AID shall review and approve all shop drawings.

Part 4

MATERIALS TESTING

The CONSULTANT is responsible for all field sampling and job control acceptance testing. Material testing may be accomplished by using CONSULTANT'S own forces and equipment or by subcontracting the work to an outside laboratory. Any laboratory used by the CONSULTANT for field sampling and job control acceptance testing shall meet the approval of the STATE AID. Job control sampling and testing and payment, therefore shall follow STATE AID SOP.

At the end of the project construction, the CONSULTANT shall submit the following signed certification:

This is to certify that:

The results of the tests on acceptance samples indicate that the materials incorporated in the construction work and the construction operations controlled by sampling and testing were in reasonably close conformity with the approved plans and specifications and such results compare favorably with the results of the independent assurance sampling and testing.

Part 5

DOCUMENTATION

The CONSULTANT will prepare monthly pay estimates for the Contractor and submit to the State Aid District Engineer for further processing. These estimates will be prepared in accordance with the instructions contained in the CONTRACT.

The CONSULTANT shall compile and submit, in accordance with the State Aid Construction SOP, all reports, monthly and final estimates, records, as-built plans showing all changes from project plans and other pertinent data that may be required for proper completion of records of the Project. All Project information relative to the execution of the Project and all records shall be kept in accordance with the State Aid Construction SOP. A copy of the diary will be submitted to the State Aid District Engineer on a monthly basis.

The CONSULTANT will initiate all contractor change orders, supplemental agreements and force account work requests, including written justification and cost analysis for same in accordance with the STATE AID SOP. These are to be delivered to the State Aid District Engineer.

The State Aid District Engineer will be available, on request, to assist the CONSULTANT with the preparation of change orders, monthly estimates, etc. This will be considered an informational service only to explain the paper work flow. The CONSULTANT will be expected to follow up in an expeditious manner to avoid any delay. Timely submittal of documentation (i.e. mix design submittal, claims, etc.), correspondence, conduct meetings and transmittal of response to the Contractor required to meet any time constraints of the project will be the responsibility of the CONSULTANT.

At the end of the project construction, the Project Engineer shall submit a signed certification that all work was done in substantial conformance with the plans and specifications and that all payments were made for work performed at bid prices agreed to in the construction contract. In addition, a set of final plans of completed work shall be submitted to the STATE AID showing in green ink any changes made during construction. The final plans shall be signed by the Project Engineer.

The CONSULTANT will submit the final estimate prepared in accordance with the STATE AID SOP, and other required documents to STATE AID within fifteen (15) days after the Contract Acceptance has been assigned by the State Aid District Engineer.

APPENDIX C

SPECIFIC WORK REQUIRED FOR PART 3 - FIELD SURVEYS

Item 1. Centerline Survey and Vertical Control

- a. Contact the Land Owners and obtain permission prior to entering upon the property for survey purposes.
- b. Stake centerline with treated stakes at 100 foot intervals in preparation for centerline inspection.
- c. Reference centerline: All P.C.'s, P.I.'s, P.T.'s and tangents longer than 1000 feet.
- d. Perform complete topographic survey along proposed centerline.
- e. Establish vertical control utilizing approved bench marks.
- f. Establish benches along centerline on 800-1000 foot intervals, outside limits of construction.

Item 2. Utilities, Drainage Surveys and Apparent Property Lines

- a. Locate utilities (above and below ground), horizontal and vertical, and determine ownership.
- b. Locate Drainage Channels: (1) Traverse minor channels 200 feet either way from centerline or as necessary to accommodate channel change with cross sections at 200 foot intervals normal to channel; (2) Traverse major channels 500 feet either way from centerline with cross sections at 200 foot intervals normal to channel.
- c. Establish pluses on apparent property lines, locate with angular ties, and determine apparent ownership from tax rolls.

Item 3. Cross Sections and Profiles

- a. Cross sections are to be taken at 100 foot intervals and other abrupt breaks in the centerline ground elevation. For a distance adequate to accommodate construction limits.

In those limits established during the hub line field review, the sections are to be taken for a distance that will be adequate to accommodate the construction limits.
- b. Prepare Plan and Profile Sheets of the above.

Item 4. Local Roads Surveys (1000 feet min. Lt. & Rt. of Mainline CL)

- a. Provide complete topographic survey and cross sections.
- b. Establish plus and angle on apparent property lines and determine apparent ownership.

Item 5. Notes and Drawings

- a. Prepare plan and profile sheets on proposed centerline and local roads with all topography shown.
- b. List all utilities, apparent owners and addresses on plan sheet No. 3.
- c. Equate to existing projects at specified locations; show ties to section corner or sectional subdivision corners as necessary to verify property ownership.

The above items will include the following requirements of STATE AID:

1. Transit Notes - Bearings shall be obtained from solar observation and shall be recorded on all tangents.
2. Topographic Notes - All topography is to be plotted on plan and profile sheets in ink.
3. Level Notes –
 - a. Cross sections are to be taken at 100 foot intervals and other abrupt breaks in the centerline ground elevation. The sections shall be taken for a distance shown above. In those limits established during the hub line field review, the sections are to be taken for a distance that will be adequate to accommodate the construction limits.
 - b. Bench mark ties shall be to 0.05 feet and adjusted to zero closure and shall be referenced in accordance with the Design Manual of the MDOT. Bench marks shall be established for 800-1000 foot intervals.
4. Drainage –
 - a. The plus of all drainage areas is to be indicated. Flow line elevations are to be taken at existing structures with other survey information as specified in the MDOT Roadway Design Manual.
 - b. Areas to be calculated by methods approved by STATE AID
 - c. Channel traverses shall be for a minimum distance of 200 feet up and down the channel or until it is apparent that a proper tie can be made if a channel change is necessary.

- d. Wetlands - If a 404 Permit is required for U.S. Corps of Engineers, wetlands shall be shown on plan-profile sheets. The elevation of O.H.W. shall be indicated at all stream crossings or water bodies.
5. Right-of-Way Documents –
 - a. A right-of-way property map at an appropriate scale shall be prepared based on property lines and corners encountered during the survey, as well as ownership for the entire project, which is to include any local road connections. The apparent property lines and apparent ownership shall be shown on the plans and profile sheets with the angle and plus based on field information.
 - b. Section lines and corner ties, either the $\frac{1}{4}$ or $\frac{1}{2}$ section line or corner, shall be referenced at the B.O.P. and E.O.P. with intermediate control established.
 - c. CONSULTANT shall be responsible for contacting property owners for permission to make the survey prior to entering property.
 6. Utilities - All utilities within and adjacent to the project limits are to be listed on the index and general note sheet with their locations shown on the plan and profile sheets. For high-pressure gas transmission lines a traverse and profile of the pipe shown for a distance of 200 feet from the centerline. Overhead transmission lines shall be indicated and their height referenced.
 7. Local Roads - A complete survey of any local roads including traverse and cross sections as necessary.
 1. Existing Highway - A control tie to existing Show number of State and/or U.S. Highway(s) if applicable shall be made. Necessary permits shall be secured from the Mississippi Department of Transportation.
 8. Reference Point Control - Each reference point for assembly, P.T.'s, P.C.'s and P.I.'s shall include a point 200 feet from the centerline of the survey and an additional point 50 feet (more or less) farther and shall be designated by a 2 inch x 2 inch treated hardwood hub with a 1 inch x 4 foot flagged guard stake indicating its location. All stakes and hubs shall be treated and shall be placed on the tangent sections when the distance is farther than 1000 feet between reference points.

EXHIBIT 2A

PROJECT DESCRIPTION

EXHIBIT 2A – PROJECT DESCRIPTION

ROADWAY IMPROVEMENTS SUMMARY

The Forrest General Hospital portion of the project will consist of roadway improvements to the following corridors:

1. US Highway 49 between O'Ferral and Mimosa Lane
2. Mamie Street between S 28th Avenue and S 25th Avenue
3. Adeline Street between S 28th Avenue and US Highway 49 (commencing +/- 450 feet West of US Highway 49 to US Highway 49)
4. US Highway 49 East Frontage Road between Camp Street and Mamie Street
5. US Highway 49 West Frontage Road between Camp Street and Adeline Street

The work will generally consist of the following:

1. Installation of traffic signal at US Highway 49 and Camp Street
2. Installation of traffic signal at US Highway 49 at Adeline Street
3. Realignment of Mamie Street West of US Highway 49
4. Conversion of both the East and West US Highway 49 Frontage Roads to single lane roadways to provide traffic flow directions necessary to properly route traffic.
5. Abandonment of existing Mamie Street corridor to be utilized as the Emergency Room Entrance.
6. Removal of existing traffic signal at US Highway 49 and Mamie Street.
7. Reconfiguring of US Highway 49 median to accommodate the removal of an existing turn lane at Mamie Street and the addition of turn lanes at Camp and Adeline.

Benefits of the project:

1. Improved traffic circulation in and around the Forrest General Hospital campus.
2. Improved access to the City of Hattiesburg MidTown area.
3. Improvement to level of service on U.S. Highway 49.
4. Increased pedestrian and bicycle safety.
5. Increased aesthetics resulting from landscaping work along U.S. Highway 49 and Mamie Street.

The Walker Associates, Engineers-Planners-Designers, PLLC

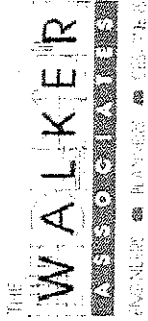
City of Hattiesburg Economic Development Highway Project / HA-068

June 10, 2015

EXHIBIT 2B

PROJECT COST ESTIMATE

EXHIBIT 3



ENGINEER'S ESTIMATE

S.N.: 178-11

DATE: February 12, 2014

PROJECT: Forrest General Hospital Traffic Improvements
Hattiesburg, MS

	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	BASE BID				
	EARTHWORK ITEMS				
201-A001	CLEARING AND GRUBBING	1	L.S.	\$ 35,000.00	\$ 35,000.00
202-B017	REMOVAL OF CONCRETE COMBINATION CURB & GUTTER	7114	LIN. FT.	\$ 5.00	\$ 35,570.00
202-B057	REMOVAL OF INLETS, ALL SIZES	21	EA.	\$ 350.00	\$ 7,350.00
202-B059	REMOVAL OF LEGEND, ALL TYPES	14	EA.	\$ 100.00	\$ 1,400.00
202-B070	REMOVAL OF SIGN INCLUDING POST & FOOTING (ALL TYPES AND SIZES)	56	EA.	\$ 500.00	\$ 28,000.00
202-B078	REMOVAL OF PAVEMENT, ALL TYPES AND DEPTH	17914	SQ. YD.	\$ 5.00	\$ 89,569.18
202-B106	REMOVAL OF PIPE, ALL SIZES	875	LIN. FT.	\$ 12.00	\$ 10,500.00
202-B149	REMOVAL OF TRAFFIC STRIPE (ALL TYPES)	8125	LIN. FT.	\$ 7.00	\$ 56,875.00
203-EX017	BORROW EXCAVATION, AH, FME, CLASS B9	950	CU. YD.	\$ 15.00	\$ 14,250.00
203-EX042	BORROW EXCAVATION, AH, FME, CLASS 9-8	3479	CU. YD.	\$ 15.00	\$ 52,181.19
203-G003	EXCESS EXCAVATION, FM, AH	5370	CU. YD.	\$ 15.00	\$ 80,548.33
206-A001	STRUCTURE EXCAVATION	740	CU. YD.	\$ 12.00	\$ 8,879.23
211-B001	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	1370	CU. YD.	\$ 25.00	\$ 34,250.00
					\$ 454,372.94
	EROSION CONTROL AND LANDSCAPING ITEMS				
213-B001	COMBINATION FERTILIZER, 13-13-13	1.74	TON	\$ 900.00	\$ 1,563.51
213-D001	AMMONIUM NITRATE	347.45	LBS	\$ 1.00	\$ 347.45
216-A001	SOLID SODDING (ADD ALT. #3)	8398	SQ. YD.	\$ 10.00	\$ 83,980.00
223-A002	TREE BARK MULCH, TYPE II	250	CU. YD.	\$ 32.00	\$ 8,000.00
907-230-A001	SHRUB PLANTING, ASIATIC JASMINE (12" SPACING)	17100	EA.	\$ 3.50	\$ 59,850.00
907-225-A001	PERMANENT GRASSING	1.74	ACRE	\$ 1,500.00	\$ 2,605.85
907-225-B001	AGRICULTURAL LIMESTONE	3.47	TON	\$ 300.00	\$ 1,042.34
907-226-A001	TEMPORARY GRASSING	1	L.S.	\$ 10,000.00	\$ 10,000.00
234-A001	TEMPORARY SILT FENCE	2936	LIN. FT.	\$ 5.00	\$ 14,680.00
907-237-A002	WATTLES, 12"	580	LIN. FT.	\$ 10.00	\$ 5,800.00
907-237-A003	WATTLES, 20"	460	LIN. FT.	\$ 12.00	\$ 5,520.00
907-246-A001	SANDBAGS	478	EA.	\$ 8.00	\$ 3,824.00
					\$ 197,213.16
	SUBBASE AND BASE ITEMS				
907-304-A001	SIZE 610 CRUSHED STONE BASE	5927	TON	\$ 60.00	\$ 355,648.15
					\$ 355,648.15

BITUMINOUS PAVING ITEMS									
907-403-A015	HOT MIX ASPHALT, ST, 9.5-mm MIXTURE		716	TON	\$	95.00	\$	68,015.17	
907-403-D004	HOT MIX ASPHALT, HT, 9.5-mm MIXTURE, POLYMER MODIFIED		285	TON	\$	105.00	\$	29,921.07	
907-403-A011	HOT MIX ASPHALT, ST, 12.5-mm MIXTURE		604	TON	\$	95.00	\$	57,421.94	
907-403-D001	HOT MIX ASPHALT, HT, 12.5-mm MIXTURE, POLYMER MODIFIED		209	TON	\$	105.00	\$	21,897.76	
907-403-A012	HOT MIX ASPHALT, ST, 19-mm MIXTURE		2187	TON	\$	95.00	\$	207,800.00	
907-403-D002	HOT MIX ASPHALT, HT, 19-mm MIXTURE, POLYMER MODIFIED		874	TON	\$	105.00	\$	91,796.48	
907-403-C001	HOT MIX ASPHALT, TRENCH WIDENING, ALL MIXTURES		74	SQ. YD.	\$	200.00	\$	14,815.83	
406-A001	COLD MILLING OF BITUMINOUS PAVEMENTS, ALL DEPTHS		1778	SQ. YD.	\$	4.00	\$	7,110.67	
								\$ 498,778.91	
INCIDENTAL CONSTRUCTION AND DRAINAGE ITEMS									
202-B041	REMOVAL & REINSTALL EXISTING CHAINLINK FENCE & REMOVE GATE (SALVAGE TO OWNER)		242.0	LIN. FT.	\$	20.00	\$	4,840.00	
907-601-A001	CLASS "B" STRUCTURAL CONCRETE, RETAINING WALL, FOOTING		48.0	CU. YD.	\$	500.00	\$	24,000.00	
907-601-B003	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES		62.1	CU. YD.	\$	1,000.00	\$	62,055.00	
603-CA001	15" REINFORCED CONCRETE PIPE, CLASS III		54.0	LIN. FT.	\$	40.00	\$	2,160.00	
603-CA088	18" REINFORCED CONCRETE PIPE, CLASS III, RUBBER GASKET		493.0	LIN. FT.	\$	45.00	\$	22,185.00	
603-CA089	24" REINFORCED CONCRETE PIPE, CLASS III, RUBBER GASKET		441.0	LIN. FT.	\$	55.00	\$	24,255.00	
603-CB001	18" REINFORCED CONCRETE END SECTION		4.0	EA.	\$	1,000.00	\$	4,000.00	
603-CB002	24" REINFORCED CONCRETE END SECTION		2.0	EA.	\$	1,300.00	\$	2,600.00	
907-603-PVC01	18" CORRUGATED POLY VINYL CHLORIDE PIPE		355.0	LIN. FT.	\$	25.00	\$	8,875.00	
907-603-PVC02	24" CORRUGATED POLY VINYL CHLORIDE PIPE		40.0	LIN. FT.	\$	35.00	\$	1,400.00	
907-603-PVC09	CORRUGATED POLY VINYL CHLORIDE PIPE FITTINGS		1.0	L.S.	\$	5,000.00	\$	5,000.00	
907-603-PVC10	18" PVC INLET		5.0	EA.	\$	2,000.00	\$	10,000.00	
604-A001	CASTINGS		1996.0	LBS.	\$	3.00	\$	5,988.00	
907-604-A004	12" TRENCH DRAIN		45.0	LIN. FT.	\$	50.00	\$	2,250.00	
604-B001	GRATINGS		1150.0	LBS.	\$	3.00	\$	3,450.00	
907-605-0004	4" PERFORATED SEWER PIPE FOR UNDERDRAINS, SDR 35		678.0	LIN. FT.	\$	30.00	\$	20,340.00	
907-605-P003	4" NON-PERFORATED SEWER PIPE FOR UNDERDRAINS, SDR 23.5		115.0	LIN. FT.	\$	25.00	\$	2,875.00	
607-B023	GATE, 40" ROLLING W/HARDWARE (LATCH, TRACK BRACKETS & ROLLERS, DBL. WHEEL CARRIER, ECT.)		1.0	L.S.	\$	5,000.00	\$	5,000.00	
609-B001	CONCRETE CURB, INTEGRAL, TYPE 1		95.0	LIN. FT.	\$	20.00	\$	1,900.00	
609-B002	CONCRETE CURB, DOWELED		429.0	LIN. FT.	\$	25.00	\$	10,725.00	
609-B003	CONCRETE CURB, SPECIAL DESIGN, SLOTTED		940.0	LIN. FT.	\$	25.00	\$	23,500.00	
609-D006	COMBINATION CONCRETE CURB & GUTTER TYPE 1 MODIFIED		3642.4	LIN. FT.	\$	25.00	\$	91,060.00	
609-D002	COMBINATION CONCRETE CURB & GUTTER TYPE 2		94.0	LIN. FT.	\$	25.00	\$	2,350.00	
609-D005	COMBINATION CONCRETE CURB & GUTTER TYPE 3B MODIFIED		3112.0	LIN. FT.	\$	25.00	\$	77,800.00	
614-A002	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6-INCH THICKNESS		1222.0	SQ. YD.	\$	60.00	\$	73,320.00	
614-B001	CONCRETE DRIVEWAY, WITH REINFORCEMENT (5-INCH THICKNESS)		295.0	SQ. YD.	\$	50.00	\$	14,750.00	
616-A001	CONCRETE MEDIAN AND/OR ISLAND PAVEMENT, 4-INCH		34.1	SQ. YD.	\$	60.00	\$	2,047.20	
616-A002	CONCRETE MEDIAN AND/OR ISLAND PAVEMENT, 6-INCH		110.6	SQ. YD.	\$	70.00	\$	7,742.00	
616-A003	CONCRETE MEDIAN AND/OR ISLAND PAVEMENT, 10-INCH		1.6	SQ. YD.	\$	80.00	\$	124.80	
802-B001	PERMANENT STEEL SHEET PILING		2800.0	SQ. FT.	\$	60.00	\$	168,000.00	
								\$ 511,627.20	

UTILITY MODIFICATIONS									
202-B231	REMOVAL OF FIRE HYDRANT		1	EA.	\$	1,500.00	\$	1,500.00	
907-262-K001	SPECIAL DESIGN PRECAST MANHOLE		1	EA.	\$	8,000.00	\$	8,000.00	
907-262-K002	48" DIAMETER PRECAST MANHOLE (WATER VALVE VAULT)		1	EA.	\$	3,000.00	\$	3,000.00	
907-265-F002	FIRE HYDRANT ASSEMBLY		1	EA.	\$	3,500.00	\$	3,500.00	
907-265-A007	2" SDR-21 (GASKET PIPE) WATER MAIN (ALL DEPTHS)		440	LIN. FT.	\$	20.00	\$	8,800.00	
613-D005	ADJUSTMENT OF MANHOLE		3	EA.	\$	500.00	\$	1,500.00	
613-D006	WATER METER RELOCATION		8	EA.	\$	600.00	\$	4,800.00	
613-D011	ADJUSTMENT OF WATER VALVE		6	EA.	\$	250.00	\$	1,500.00	
613-D012	ADJUSTMENT OF COMMUNICATION VAULT		2	EA.	\$	1,000.00	\$	2,000.00	
613-D013	ADJUSTMENT OF FIBER OPTIC BOX		1	EA.	\$	500.00	\$	500.00	
613-D014	ADJUSTMENT OF PARKING LOT LIGHTING SYSTEM		1	L.S.	\$	15,000.00	\$	15,000.00	
613-D015	UTILITY ADJUSTMENTS (OUTSIDE OF EX. R.O.W.)		1	L.S.	\$	100,000.00	\$	100,000.00	
								\$ 150,100.00	
TEMPORARY TRAFFIC CONTROL ITEMS									
618-A001	MAINTENANCE OF TRAFFIC, PHASE 1		1	L.S.	\$	90,000.00	\$	90,000.00	
618-A002	MAINTENANCE OF TRAFFIC, PHASE 2		1	L.S.	\$	90,000.00	\$	90,000.00	
618-A003	MAINTENANCE OF TRAFFIC, PHASE 3		1	L.S.	\$	40,000.00	\$	40,000.00	
618-A004	MAINTENANCE OF TRAFFIC, PHASE 4		1	L.S.	\$	50,000.00	\$	50,000.00	
618-A005	MAINTENANCE OF TRAFFIC, PHASE 5		1	L.S.	\$	30,000.00	\$	30,000.00	
620-A001	MOBILIZATION		1	L.S.	\$	200,000.00	\$	200,000.00	
								\$ 500,000.00	
PERMANENT TRAFFIC CONTROL ITEMS									
202-B132	REMOVAL OF TRAFFIC SIGNAL		1	EA.	\$	30,000.00	\$	30,000.00	
619-G4002	BARRICADES, TYPE III, SINGLE FACED, PERMANENT		1	L.S.	\$	2,000.00	\$	2,000.00	
907-625-F001	LEGEND		1221.4	SQ. FT.	\$	5.00	\$	6,107.00	
907-625-F002	LEGEND (BICYCLE LANE MARKINGS)		4	EA.	\$	300.00	\$	1,200.00	
907-626-C001	4" THERMOPLASTIC EDGE STRIPE, CONTINUOUS WHITE		3116	LIN. FT.	\$	1.00	\$	3,116.00	
907-626-F001	4" THERMOPLASTIC EDGE STRIPE, CONTINUOUS YELLOW		0	LIN. FT.	\$	1.00	\$	-	
907-626-B001	4" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS WHITE		183	LIN. FT.	\$	1.00	\$	183.00	
907-626-E001	4" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW		1946	LIN. FT.	\$	1.00	\$	1,946.00	
907-626-D001	4" THERMOPLASTIC TRAFFIC STRIPE, SKIP YELLOW		0	LIN. FT.	\$	2.00	\$	-	
907-626-G002	4" THERMOPLASTIC DETAIL STRIPE, WHITE		2227	LIN. FT.	\$	2.00	\$	4,454.00	
907-626-G003	4" THERMOPLASTIC DETAIL STRIPE, YELLOW		666	LIN. FT.	\$	2.00	\$	1,332.00	
907-626-A004	6" THERMOPLASTIC TRAFFIC STRIPE, SKIP WHITE		612	LIN. FT.	\$	1.50	\$	918.00	
907-626-B003	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS WHITE		1070	LIN. FT.	\$	1.00	\$	1,070.00	
907-626-C008	6" THERMOPLASTIC EDGE STRIPE, CONTINUOUS WHITE		3742	LIN. FT.	\$	1.00	\$	3,742.00	
907-626-E003	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW		370	LIN. FT.	\$	1.00	\$	370.00	
907-626-F008	6" THERMOPLASTIC EDGE STRIPE, CONTINUOUS YELLOW		3949	LIN. FT.	\$	2.00	\$	7,898.00	
907-626-G008	6" THERMOPLASTIC DETAIL STRIPE, WHITE		5841	LIN. FT.	\$	2.00	\$	11,682.00	
907-626-G009	6" THERMOPLASTIC DETAIL STRIPE, YELLOW		868	LIN. FT.	\$	3.00	\$	2,604.00	
907-626-G010	6" THERMOPLASTIC DETAIL STRIPE, SKIP WHITE (2' STRIP - 6' GAP)		257	LIN. FT.	\$	5.00	\$	1,285.00	
628-G002	6" COLD PLASTIC (DETAIL YELLOW)		344	LIN. FT.	\$	5.00	\$	1,720.00	
627-C001	RED-CLEAR REFLECTIVE RASIED MARKERS		153	EA.	\$	10.00	\$	1,530.00	
627-D001	TWO-WAY YELLOW REFLECTIVE RASIED MARKERS		210	EA.	\$	10.00	\$	2,100.00	
630-A001	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125 THICKNESS (POSTS ABSORBED)		497.5	SQ. FT.	\$	20.00	\$	9,950.00	
								\$ 95,207.00	

TRAFFIC SIGNAL QUANTITIES									
907-633-B	FULL ADAPTIVE TRAFFIC SIGNAL CONTROL SOFTWARE	2	EACH	\$	1,000.00	\$	2,000.00		
907-639-A029	TRAFFIC SIGNAL EQUIPMENT POLE, TYPE IV, 30' SHAFT, 45' ARM	1	EACH	\$	18,000.00	\$	18,000.00		
907-639-A034	TRAFFIC SIGNAL EQUIPMENT POLE, TYPE VI, 8' SHAFT	3	EACH	\$	5,000.00	\$	15,000.00		
907-639-A042	TRAFFIC SIGNAL EQUIPMENT POLE, TYPE IV, 30' SHAFT, 50' & 60' ARMS	1	EACH	\$	20,000.00	\$	20,000.00		
907-639-A091	TRAFFIC SIGNAL EQUIPMENT POLE, TYPE IV, 30' SHAFT, 50' & 55' ARMS	1	EACH	\$	19,000.00	\$	19,000.00		
907-639-A118	TRAFFIC SIGNAL EQUIPMENT POLE, TYPE IV, 30' SHAFT, 60' & 60' ARMS	1	EACH	\$	22,000.00	\$	22,000.00		
907-639-C002	POLE FOUNDATIONS, 36" DIAMETER	17.2	CU. YD.	\$	650.00	\$	11,180.00		
907-639-F003	DETECTOR POLE WITH FOUNDATION, 20' POLE	4	EACH	\$	2,000.00	\$	8,000.00		
907-651-B012	MAGNETOMETER DETECTION SYSTEM COMPONENT, EXTENSION CARD	2	EACH	\$	1,500.00	\$	3,000.00		
907-651-B018	MAGNETOMETER DETECTION SYSTEM COMPONENT, ACCESS POINT CONTROLLER CARD	2	EACH	\$	3,000.00	\$	6,000.00		
907-651-B019	MAGNETOMETER DETECTION SYSTEM COMPONENT, DIGITAL RADIO	4	EACH	\$	1,500.00	\$	6,000.00		
907-657-B001	FIBER OPTIC DROP CABLE, 125M	40	LIN. FT.	\$	100.00	\$	4,000.00		
907-658-A004	HARDENED NETWORK SWITCH, TYPE D	2	EACH	\$	1,000.00	\$	2,000.00		
640-A016	TRAFFIC SIGNAL HEADS, TYPE 1 - LED	10	EACH	\$	1,000.00	\$	10,000.00		
640-A019	TRAFFIC SIGNAL HEADS, TYPE 5 - LED	2	EACH	\$	1,500.00	\$	3,000.00		
640-A021	TRAFFIC SIGNAL HEADS, TYPE 6 - LED	6	EACH	\$	1,500.00	\$	9,000.00		
640-A022	TRAFFIC SIGNAL HEADS, TYPE 7 - LED	3	EACH	\$	1,500.00	\$	4,500.00		
640-A045	TRAFFIC SIGNAL HEADS, TYPE 3L - LED	2	EACH	\$	1,200.00	\$	2,400.00		
642-A001	SOLID STATE TRAFFIC ACTUATED CONTROLLERS, TYPE 8M	2	EACH	\$	17,500.00	\$	35,000.00		
644-A001	OPTICAL DETECTOR	7	EACH	\$	800.00	\$	5,600.00		
644-B001	PHASE SELECTOR, 4 CHANNEL	1150	LIN. FT.	\$	1.50	\$	1,725.00		
644-C002	PULLBOX, TYPE 1	2	EACH	\$	5,000.00	\$	10,000.00		
647-A001	PULLBOX, TYPE 2	4	EACH	\$	1,000.00	\$	4,000.00		
647-A005	PULLBOX, TYPE 4	2	EACH	\$	1,000.00	\$	2,000.00		
647-A003	VIDEO VEHICLE DETECTION, NEW INSTALLATION, 3 CAMERAS	2	EACH	\$	1,000.00	\$	2,000.00		
907-649-A004	MAGNETOMETER DETECTION SYSTEM COMPONENT, REPEATER	3	EACH	\$	5,000.00	\$	15,000.00		
907-651-B009	MAGNETOMETER DETECTION SYSTEM COMPONENT, WIRELESS DETECTION SENSOR	4	EACH	\$	1,000.00	\$	4,000.00		
907-651-B013	ELECTRIC CABLE, UNDERGROUND IN CONDUIT, IMSA 20-1, AWG #14, 5 CONDUCTOR	44	EACH	\$	850.00	\$	37,400.00		
666-B015	ELECTRIC CABLE, UNDERGROUND IN CONDUIT, IMSA 20-1, AWG #14, 8 CONDUCTOR	550	LIN. FT.	\$	2.75	\$	1,512.50		
666-B022	ELECTRIC CABLE, UNDERGROUND IN CONDUIT, IMSA 20-1, AWG #8, 2 CONDUCTOR	450	LIN. FT.	\$	2.00	\$	900.00		
666-B054	ELECTRIC CABLE, UNDERGROUND IN CONDUIT, IMSA 20-1, AWG #14, 8 CONDUCTOR	850	LIN. FT.	\$	3.00	\$	2,550.00		
666-D018	ELECTRIC CABLE, AERIAL SUPPORTED IN CONDUIT, TYPE 4, 2"	359	LIN. FT.	\$	4.00	\$	1,436.00		
668-A018	TRAFFIC SIGNAL CONDUIT, UNDERGROUND, TYPE 4, 2"	325	LIN. FT.	\$	12.00	\$	3,900.00		
668-B024	TRAFFIC SIGNAL CONDUIT, UNDERGROUND DRILLED OR JACKED, ROLLED PIPE, 2"	605	LIN. FT.	\$	30.00	\$	18,150.00		
668-B026	TRAFFIC SIGNAL CONDUIT, UNDERGROUND DRILLED OR JACKED, ROLLED PIPE, 4"	300	LIN. FT.	\$	35.00	\$	10,500.00		
							\$ 320,753.50		
								ESTIMATE ONLY	
								Subtotal Construction (Participating Items) \$ 3,083,700.86	
								Contingencies (5%) \$ 154,185.04	
								Engineering (15%) \$ 462,555.13	
								Total (Participating Items) \$ 3,700,441.03	

NON-PARTICIPATING ITEMS									
907-230-C001	MAMIE STREET LANDSCAPING & IRRIGATION	1	L.S.	\$	90,000.00	\$	90,000.00		
608-A001	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	1710.4	SQ. YD.	\$	40.00	\$	68,416.00		
							\$ 158,416.00		
								ESTIMATE ONLY	
								Subtotal Construction (Non-Participating) \$ 158,416.00	

FEES and EXPENSES

The Mississippi Development Authority will pay the CONSULTANT for engineering charges in accordance with the compensation set forth in Article VI, and the total compensation paid shall not exceed the attached ECONOMIC DEVELOPMENT HIGHWAY ENGINEER FEE SCHEDULE dated May 1, 1996 set out in Exhibit 3A or the percentages established as follows:

PHASE A: Design Engineering

The CONSULTANT shall be entitled to compensation and submit invoices as follows.

15% when preliminary plans are submitted

15% when office review plans are submitted

10% after project is let to contract and the award is
concluded in by STATE AID and MDA

The total reimbursement for Design Engineering shall not exceed forty (40) percent of the total fee for engineering services based on the construction contract amount.

PHASE B: Construction Engineering

The CONSULTANT shall be entitled to submit monthly invoices for construction engineering services based on the amount of work completed by the contractor during the period. Five (5) percent of the construction engineering fee will be retained until the project has been accepted and the final estimate approved.

Example:

The contractor has completed twenty-five (25%) of the work and the engineering fee is twelve (12%) of the construction cost. The amount due is $(0.25 \times 0.60 \times 0.12 \times \text{the contract price})$ less any previous payment. Five percent (5%) of the amount due will be withheld as noted above.

**ECONOMIC DEVELOPMENT HIGHWAY PROGRAM
ENGINEER FEE SCHEDULE
Exhibit 3A**

CONSTRUCTION CONTRACT AMOUNT	FEE
\$500,000	15.0715
\$1,000,000	15.0000
\$1,500,000	14.9286
\$2,000,000	14.8572
\$2,500,000	14.7858
\$3,000,000	14.7143
\$3,500,000	14.6429
\$4,000,000	14.5715
\$4,500,000	14.5000
\$5,000,000	14.4286
\$5,500,000	14.3572
\$6,000,000	14.2857
\$6,500,000	14.2143
\$7,000,000	14.1429
\$7,500,000	14.0715
\$8,000,000	14.0000
\$8,500,000	13.9286
\$9,000,000	13.8572
\$9,500,000	13.7857
\$10,000,000	13.7143
\$10,500,000	13.6429
\$11,000,000	13.5714
\$11,500,000	13.5000
\$12,000,000	13.4286
\$12,500,000	13.3572
\$13,000,000	13.2857
\$13,500,000	13.2143
\$14,000,000	13.1429
\$14,500,000	13.0714
\$15,000,000	13.0000

***FEE - The engineering fee as a percent of construction contract amount**

EXHIBIT 4

MISSISSIPPI DEVELOPMENT AUTHORITY COMMITMENT LETTER

Attach a copy of the approval letter or commitment letter from the Mississippi Development Authority.

(To BE PROVIDED BY MDA)



STATE OF MISSISSIPPI
PHIL BRYANT, GOVERNOR
MISSISSIPPI DEVELOPMENT AUTHORITY
BRENT CHRISTENSEN
EXECUTIVE DIRECTOR

March 27, 2015

Mr. Jonny L. DuPree, PH.D.
Mayor, City of Hattiesburg
P. O Box 1898
Hattiesburg, Mississippi 39403

Honorable Mayor:

SUBJECT: Midtown Hattiesburg Master Plan – City of Hattiesburg Economic Development Highway Project / HA-068

The Mississippi Development Authority has approved the application on the above referenced project. We have committed \$3,000,000.00 of Economic Development Highway Funds for road improvements around Forrest General Hospital and road improvements to 31st Street. In the near future we will forward to you a Memorandum of Understanding establishing the terms and conditions of the grant.

We want to encourage business growth in Mississippi and look forward to working with the City of Hattiesburg on this and other projects.

Sincerely,

A handwritten signature in black ink, appearing to read "Chuck Mobley", written over a horizontal line.

Chuck Mobley
Bureau Manager

cc: Carey Webb

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
COPELAND ANTI-KICKBACK ACT
DAVIS BACON ACT
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
CLEAN AIR ACT
ENERGY POLICY AND CONSERVATION ACT
DISADVANTAGED BUSINESS ENTERPRISES ACT
WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT will comply with the Regulations of the Office of State Aid Road Construction, and the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subcontractors including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. **Anti-Kickback Provisions:** All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874), as supplemented by Department of Labor regulations (29 C.F.R. part 3). This Act provides that each consultant or subconsultant shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which one is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to STATE AID.

5. **Davis Bacon Act:** When required by federal program legislation, all construction contracts awarded to contractors and subcontracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 276a to a-7) and as supplemented by Department of Labor Regulations (29 C.F.R. Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon acceptance of the wage determination. The recipient shall report all suspected or reported violations to STATE AID.

6. **Contract Work Hours and Safety Standards Act:** Where applicable, all contracts awarded by contractors and subcontractors in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-330), as supplemented by Department of Labor Regulations (29 C.F.R. part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. **Clean Air Act:** Compliance with all applicable standard, orders, or requirements issued under Section 306 of the Clear Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C., 1368), Executive Order 11738 and Environment Protection Agency regulations (40 C.F.R. Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. **Energy Policy and Conservation Act:** Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. **Worker Visibility:** All workers within the right-of-way of a Federal aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled “American National Standard for High Visibility Safety Apparel and Headwear” – for compliance with 23 C.F.R., Part 634.

Neither the CONSULTANT, nor any sub-recipient or sub-consultant shall discriminate on the bases of race, color, national origin or sex in the performance of this CONTRACT. The CONSULTANT shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United State Department of Transportation assisted contracts. Failure of the CONSULTANT to carry out those requirements is a material breach of this CONTRACT which may result in the termination of this CONTRACT or such other remedies as STATE AID deems appropriate.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
 - b. have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or CONTRACT under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
 - d. have not within a three-year period preceding this contract had one or more public transactions (federal, state or local) terminated for cause or default.
 - e. has not either directly or indirectly entered into any CONTRACT participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The Consultant further certifies, to the best of his/her knowledge and belief, that:
 - a. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal CONTRACT, grant, loan, or cooperative agreement.

- b If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.
- (3) The undersigned further certifies that he/she is the duly authorized representative of the CONSULTANT and that neither he/she, nor any principal, officer, shareholder or employee of the above firm has:
- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this CONTRACT,
 - (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the CONTRACT, or
 - (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the CONTRACT; except as herein expressly stated (if any).

The undersigned acknowledges that this certificate may be furnished to the Department of Transportation and the Federal Highway Administration, United States Department of Transportation, in connection with any CONTRACT involving participation of Federal Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

The certification contained in (1), (2), and (3) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The Consultant shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

So CERTIFIED on this the 14th day of October, 2015.

[Signature]
CONSULTANT

So Sworn before me this the 14th day of October, 2015.

[Signature]
NOTARY PUBLIC

My Commission Expires:

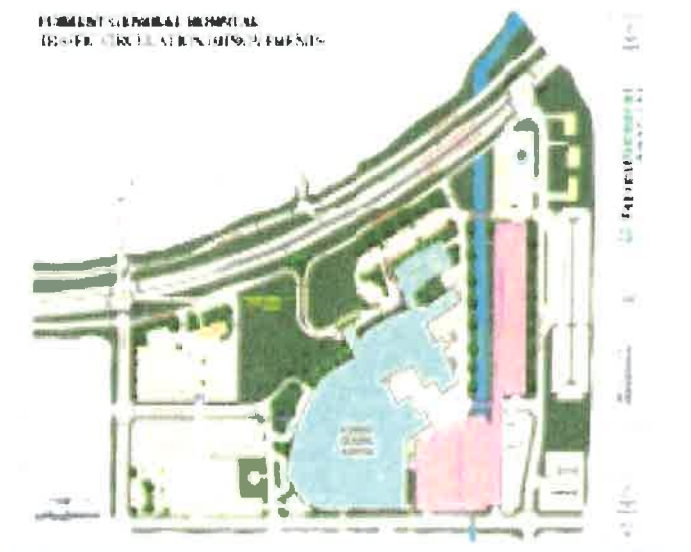
2-22-19



**MISSISSIPPI DEVELOPMENT AUTHORITY
ECONOMIC DEVELOPMENT HIGHWAY PROGRAM
CONSULTANT ENGINEERING CONTRACT
FOR
PROJECT NUMBER DECD – 0018(35)BO
CITY OF HATTIESBURG**

FORREST COUNTY

**FOR CONSTRUCTION OF IMPROVEMENTS ALONG
U.S. HIGHWAY 49 IN VICINITY OF FORREST
GENERAL HOSPITAL AND IMPROVEMENTS TO
CAMP STREET & ADELINE STREET IN MIDTOWN
AREA OF HATTIESBURG, MISSISSIPPI**



CITY OF HATTIESBURG

THIS CONTRACT, made and entered into by and between the City of Hattiesburg, Mississippi, (the "CITY"), a body of the State of Mississippi, acting by and through the duly authorized Mayor of Hattiesburg, Mississippi, and The Walker Associates, Engineers-Planners-Designers, PLLC (the "CONSULTANT"), duly registered to do business in the State of Mississippi, whose address for mailing is P.O. Box 16496, Hattiesburg, Mississippi 39404 effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the CITY proposes **Improvements Along U.S. Highway 49 in the Vicinity of Forrest General Hospital and Improvements to Camp Street & Adeline Street in the Midtown Area**

in Hattiesburg, Mississippi described herein and to obtain complete design services for development of construction plans including field surveys, to obtain right-of-way acquisition maps and descriptions and to obtain complete construction engineering services all of which has been designated as **Project No. DECD-0018(35)BO** , hereinafter called the "PROJECT"; and

WHEREAS, the CITY desires to engage a qualified and experienced CONSULTANT to perform Engineering Services for the design and preparation of the complete construction plans and construction engineering for said PROJECT, and project management service, all of which are hereinafter called the "SERVICES"; and

WHEREAS, the CONSULTANT has represented to the CITY that it is experienced and qualified to provide those services, and the CITY has relied upon such representation; and

WHEREAS, the CONSULTANT has heretofore performed satisfactory services for the CITY;

WHEREAS the City has entered into a memorandum of understanding made and entered into on _____, between the Mississippi Development Authority ("MDA") and the Office of State Aid Road Construction ("STATE AID") requiring the services of an engineer to that end such parties are now desirous of entering into a CONTRACT;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the CITY and the CONSULTANT do hereby CONTRACT and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services, project management services, and materials required to perform the tasks described in the Scope of Work for the proposed transportation improvements. In so doing, the CONSULTANT shall meet the requirements of the CITY, MDA and STATE AID.

ARTICLE II. SCOPE AND PROCEDURE

The CONSULTANT shall conduct the services in accordance with this agreement including the exhibits hereto, and made a part hereof as if fully set forth herein. The timely performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this contract. The CITY specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel, any phase of any project begun under this CONTRACT at any time, with written approval of STATE AID and MDA.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until construction is complete and all final documents have been submitted and approved, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the CITY reserves the right to terminate this CONTRACT or any phase or project begun thereunder, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of services rendered prior to the date of termination. If termination occurs prior to completion of construction, in addition to fees and expenses as allowed by this Contract to date to which Consultant is entitled, the CITY shall be liable only for the costs, fees and expenses for demobilization and close out of CONTRACT based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the CITY. In no event shall the CITY be liable for lost profits or other consequential damages. All costs, expenses, and fees shall be subject to the approval of STATE AID, MDA, and the CITY.

ARTICLE IV. TIME OF PERFORMANCE

The CONSULTANT shall be prepared to perform its responsibilities of providing the SERVICES commencing on the date of execution of the CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the CITY which has been incorporated herein as a part of "Exhibit 3", Fees and Expenses, and made a part hereof by reference as if fully copied herein, and which when approved by final execution of this CONTRACT and upon such approval shall control the evaluation of the CONSULTANT's progress on this PROJECT. A copy of the progress schedule shall be submitted along with an

estimated percentage completed with each request for reimbursement.

A written Notice to Proceed shall be issued under authority from the CITY within 30 days after final execution of this CONTRACT.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the CITY is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the CITY by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the CITY, including but not limited to workers' compensation coverage, health insurance, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

The CITY for purposes of this agreement will execute all directives and orders through the MAYOR provided appropriate authority has been obtained from the MAYOR and City Council. All notices, communications, and correspondence with the CITY shall be directed to the key personnel and designated agents shown below.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on a fee basis as set forth in Exhibit "3" to this CONTRACT. The compensation paid pursuant to this CONTRACT shall be determined from the Economic Development Highway Program Engineer Fee Schedule dated May 1, 1996 and included as part of Exhibit "3" to this Contract, exclusive of testing.

Testing shall be performed and paid for in accordance with State Aid Standard Operating Procedures. Payment for testing shall be in addition to the Consultant's compensation described above.

B. Billing

The Consultant may submit invoices with documentation to State Aid in accordance with Exhibit 3, with a copy to the City, for review and approval. Upon such approval by State Aid, State Aid will forward any such request and supporting documentation to MDA for approval.

Upon approval thereof, MDA will forward any request for disbursement to the City for payment from the City, or MDA will pay from state funds.

The CONSULTANT further agrees that the MDOT, FHWA or any other Federal or State Agency may audit the same records at any time during the life of the CONTRACT and up to three (3) years thereafter, should the funding source for all or any part of this CONTRACT be funds of the United States of America or the State of Mississippi.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three (3) years from the date of final payment under this CONTRACT for inspection by the CITY, and copies thereof shall be furnished upon request, at the CITY's expense. The CONSULTANT agrees that the provisions of this article shall be included in any agreements it may make with any subcontractors, assignees or transferees.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment unless otherwise stated in writing at that time by Consultant shall be in full and final settlement of all claims arising against the CITY for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the CITY from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, and for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the CITY of final technical reports shall be borne by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the CITY may, at all reasonable times, review and inspect the SERVICES under this CONTRACT and any assignments thereunder or amendments thereto. Authorized representatives of the STATE AID, MDOT or FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the State of Mississippi or the United States of America a party to this CONTRACT, nor will the MDOT or FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and computations prepared by and for the CONSULTANT, shall be made available to authorized representatives of the STATE AID and the CITY for inspection and review at all reasonable times. Authorized representatives of the MDOT and FHWA may also review and inspect said reports, drawings, studies and maps prepared under this CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the CITY shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its errors in the final version of the work.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the fullest extent permitted by law, the CONSULTANT agrees to indemnify and hold the CITY harmless from and against any liabilities, damages and costs (including reasonable attorney's fees) to the extent caused by the negligence of the CONSULTANT in performance of services under this Agreement. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

To the fullest extent permitted by law, CITY shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees and agents and CONSULTANT's Sub-Consultants from and against any and all claims, costs, losses and damages (including but **not** limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CITY or CITY's officers, directors, partners, employees, or agents with respect to this Agreement or the Project.

In addition to the indemnity provided above under the previous two (2) paragraphs of this Agreement, and to the fullest extent permitted by law, CITY shall indemnify and hold harmless CONSULTANT and its' officers, directors, partners, employees, and agents and CONSULTANT's Sub-Consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release, or escape of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material at, on, under or from the Project site.

ARTICLE X. INSURANCE

The CONSULTANT shall obtain and furnish certificates to the CITY for the following minimum amounts of insurance:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.
- C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).
- D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs

associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.

E. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000.00) per incident; one million dollars (\$1,000,000.00) aggregate.

F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

In addition, CITY shall be named as an additional insured on all of the applicable coverages.

In the event that the CONSULTANT retains any subcontractor or other personnel to perform services or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage, or to include said subcontractor or other personnel within the CONSULTANT's coverage for the duration of said project or phase for which said subcontractor or other personnel is employed

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the life of this CONTRACT. Should the CONSULTANT cease to carry the errors and omissions coverage during the life of this CONTRACT listed above for any reason it shall obtain "tail" coverage in the same limits for a period of not less than three (3) years subsequent to the termination of the policy.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee or subcontractor working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee or subcontractor working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the CITY. For breach or violation of this provision the CITY may terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the CITY or participating in any future contracts with the CITY.

ARTICLE XII. EMPLOYMENT OF CITY'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the CITY for any work required by the terms of this CONTRACT, without the written permission of the CITY, except as may otherwise be provided for herein.

ARTICLES XIII. MODIFICATION

If, prior to the satisfactory completion of the services under this CONTRACT, the CITY materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement must be executed between the parties. Also, a supplemental agreement must be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the CITY, any individual member of the City Council, or any officer, agent, or employee of the CITY or the City Council either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications and/or changes or change orders involving this CONTRACT, amendments or assignments must be submitted in writing and signed by the parties thereto before any work is commenced.

Minor changes in the CONTRACT which do not involve changes in the compensation, extensions of time (except extensions of deadlines as specifically set forth under Article III) or changes in the goals and objectives of this CONTRACT may be made by written notification of such change by either the CITY or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the CITY. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the CITY and STATE AID. Under no circumstances will the CONSULTANT be allowed to sublet more than fifty percent (50%) of the work required under this CONTRACT. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that the CONSULTANT performs at least 50% of the overall CONTRACT with its own forces. Consent by the CITY and STATE AID to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The CITY and STATE AID reserve the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the CITY and STATE AID any proposed subcontract document together with subcontractor cost estimates for review and written concurrence of the CITY and STATE AID in

advance of their execution.

ARTICLE XV. OWNERSHIP OF DOCUMENTS

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain the property of the CITY upon termination or completion of work, or upon request of the CITY regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the CITY. The CITY shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than that provided for in this CONTRACT.

ARTICLE XVI. PUBLICATION AND PUBLICITY

IT IS AGREED, that if any information concerning the work, its conduct, results or data gathered or processed should be released by the CONSULTANT without prior approval from the CITY, except to CONSULTANT'S attorney, the release of same shall constitute grounds for termination of this CONTRACT without indemnity to the CONSULTANT, unless such release or disclosure is required by judicial proceeding, but should any such information be released by the CITY, or by the CONSULTANT with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this CONTRACT.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Mayor and City Council of Hattiesburg, Mississippi, the employees of the City of Hattiesburg or the State of Mississippi.

ARTICLE XVII. COPYRIGHTING

The CONSULTANT shall be prohibited from copyrighting the final reports or copyrighting any papers, interim reports, forms or other material which is a part of the work under this CONTRACT, without written approval from the CITY. Publication rights to any documents are reserved by the CITY.

ARTICLE XVIII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Forrest County, Mississippi, and all questions including but not limited to questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi. If any part of this CONTRACT is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the CONTRACT that can be given effect without the invalid or unenforceable provision and, to this end the provisions hereof are severable. In such event the

parties shall amend the CONTRACT as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

It is expressly agreed that if the CONSULTANT shall be delayed or interrupted in the performance or completion of its work hereunder by any embargo, war, fire, flood, earthquake, epidemic or other calamity, act of God or of the public enemy, governmental act (including, but not limited to, any government priority, preference, requisition, allocation, interference, restraint or seizure, or the necessity of complying with any governmental order, directive, ruling or request) or by any strike or labor dispute involving the owner, or any manufacturer, supplier or carriers of the machinery, materials or supplies required hereunder, then the time of completion specified herein shall be extended for a period equivalent to the time lost as a result thereof.

ARTICLE XIX. COMPLIANCE WITH APPLICABLE LAW

A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.

B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective as it relates to this project.

C. The CONSULTANT shall not discriminate against any employees nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.

D. The CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.

E. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations C.F.R. 23 Part 634 – Worker Visibility – as stated in 'Exhibit 5'.

F. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subconsultants and vendors who will participate in the performance of this CONTRACT and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of

any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the CITY due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on **Exhibit 8** in the CONTRACT to the CITY and to STATE AID verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT.

ARTICLE XX. KEY PERSONNEL & DESIGNATED AGENTS

The CONSULTANT agrees that Key Personnel identified as assigned to phases or projects hereunder as set forth in the assignments, shall not be changed or reassigned without prior approval of the CITY. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the Exhibits hereto:

CITY:

FOR CONTRACTUAL MATTERS

Honorable Johnny I. DuPree, Ph.D.
Mayor

P.O. Box 1898

Hattiesburg, Mississippi 39403-1898

Telephone 601-545-4501

Facsimile: 601-545-4608

Email: jdupree@hattiesburgms.com

FOR TECHNICAL MATTERS

Mr. Lamar Rutland, P.E.
City Engineer

P.O. Box 1898

Hattiesburg, Mississippi 39403-1898

Telephone 601-545-4540

Facsimile 601-545-4645

Email: lrutland@hattiesburgms.com

CONSULTANT:

FOR CONTRACTUAL MATTERS

Donald E. Walker, P.E.
Owner/Managing Member

P.O. Box 16496

Hattiesburg, Mississippi 39404-6496

Telephone 601-583-2127

Facsimile: 601-582-1300

Email: dwalker@thewalkerassociates.com

FOR TECHNICAL MATTERS

Dustin Gatlin, P.E.
Principal/Project Engineer

P.O. Box 16496

Hattiesburg, Mississippi 39404-6496

Telephone 601-583-2127

Facsimile 601-582-1300

Email: dustin@thewalkerassociates.com

All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE XXI. MERGER & WAIVER

It is expressly agreed by the parties hereto that the CONTRACT constitutes the entire and only CONTRACT between the parties and that any and all previous agreements, understandings and covenants which may have existed between the parties hereto of any kind, nature, or description, expressed or implied, oral or written, which have not been set forth in this CONTRACT are hereby void and of no effect and shall not in any way whatsoever be taken into consideration in the interpretation of the terms hereof.

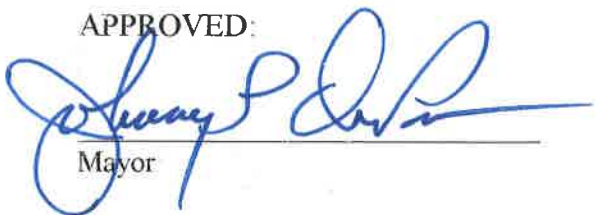
No waiver of any provision or default under this CONTRACT shall affect the right of the CITY thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

ARTICLE XII. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and certified copies of the applicable Order of the MAYOR and the City Council and the Resolution of the Corporation Board of Directors containing the authority is attached.

WITNESS this my signature in execution hereof, effective as of the date of latest execution below hereto.

APPROVED:



Mayor

11-3-15

Date

ATTEST:



City Clerk,

11-3-15



Consultant

8-21-15

Date

H. Carey Webb State Aid Engineer

Date: _____

ACKNOWLEDGEMENT OF SELECTION OF CONSULTING ENGINEER

Mississippi Development Authority

Date: _____

Exhibits attached hereto and incorporated by reference into this contract includes those identified on the following page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
 - A. Program Form or Board Order
 - B. Resolution of Board of Directors of Consultant (if applicable)
2. Scope of Work.
 - A. Project Description
 - B. Project Cost Estimate
3. Fees and Expenses.
4. Commitment Letter from the Mississippi Development Authority
5. Compliance with Title VI of the Civil Rights Act of 1964, as amended and 23 C.F.R. 710.405(b).
6. Certification of Consultant.
7. Certification of City Council of No Conflict
8. Certification of Mayor and City Council on Compliance with the Mississippi Employment Protection Act.

EXHIBIT 1

BOARD ORDER APPROVING ENGINEERING CONTRACT

Attach a copy of the CITY COUNCIL's Order approving the Engineering Contract.

May be copy of City's or Council's Order authorizing execution of the contract or copy of minutes documenting approval of the contract.

Need corporate Resolution from Consultant's co.

EXHIBIT 2

SCOPE OF WORK CITY OF HATTIESBURG, MISSISSIPPI MISSISSIPPI DEVELOPMENT AUTHORITY PROJECT NO. DECD -0018 (35)BO

GENERAL DESCRIPTION

The Engineering Services Contract is for improvements along U.S. Highway 49 in the vicinity of Forrest General Hospital and improvements to Camp Street & Adeline Street in the Midtown area of Hattiesburg, Mississippi; to provide complete design services including field surveys for the development of construction plans, ROW maps and descriptions, to provide complete construction engineering services, and project management services.

THE CONSULTANT acknowledges that he has received a copy of the memorandum of understanding between the City, Mississippi Development Authority ("MDA") and the Office of State Aid Road Construction ("STATE AID") requiring the services of an engineer and project manager and CONSULTANT shall comply with the requirements therein to the extent applicable to CONSULTANT.

Construction of the project will be as follows: *(See Exhibit 2A)*

GENERAL REQUIREMENTS OF THE DESIGN CONTRACT FOR THIS PROJECT:

1. Design and evaluation of route locations for design consideration and utility conflicts for the Project.
2. Development of final ROW plans sufficient in detail for the CITY to acquire the required ROW for the Project.
3. Development of complete Preliminary and Final construction plans and bid documents including all STATE AID and MDOT special provisions, requirements and necessary changes.
4. Development of a final OPINION OF PROBABLE CONSTRUCTION COST.
5. Provide Construction phase engineering services.
6. Perform necessary environmental studies and furnish approved environmental document to STATE AID.

SERVICES TO BE PROVIDED BY THE CITY

1. Review and approve plans for the design and construction of the Project.
2. Provide information and data requested which is necessary for the Consultant's work.

SERVICES TO BE PROVIDED BY THE CONSULTANT

1. Design and evaluate route locations for environmental and design consideration.
2. Review the chosen route location for utility conflicts.
3. Complete field surveys. (See Appendix C)
4. Hydraulic analysis at all drainage structures.
5. Drafting of regulatory permit (404) applications and drawings for application if required at any regulated site.
6. Development of preliminary ROW plans and final ROW plans, sufficient in detail for the CITY to acquire the required ROW for the Project.
7. Development of preliminary construction plans with final ROW limits.
8. Development of complete construction plans and bid documents and special provisions including electronic transfer of files.
9. Provide complete construction engineering services including project management.
10. Arrange for the relocation or adjustment of all utilities in conflict with the construction of the project.

SCOPE OF WORK

The Scope of Work shall be divided into two phases:

Phase A: DESIGN ENGINEERING

- Part 1 Pre-Design Conference
- Part 2 Evaluation of Route Locations
- Part 3 Field surveys (Design & ROW)
- Part 4 Utility Location Surveys
- Part 5 Conceptual Plan Review
- Part 6 Plans-In-Hand Field Inspection
- Part 7 Preliminary Plans with ROW
- Part 8 Submittal of all required regulatory permits

Part 9 Office Review Plans
Part 10 Final Contract Plans and Documents

Phase B: CONSTRUCTION ENGINEERING

Part 1 Construction Administration
Part 2 Construction Staking
Part 3 Construction Inspection and Observation
Part 4 Materials Testing
Part 5 Documentation
Part 6 Preparation of Right of Way Plans and Plats

Specific work required for each phase is defined below.

References in the Document to STATE AID shall mean the Office of State Aid Road Construction, FHWA shall mean the Mississippi Division Federal Highway Administration, and MDOT shall mean the Mississippi Department of Transportation. The Office of State Aid Road Construction is an office of the Mississippi Department of Transportation and will administer this project at the State Level.

H. Carey Webb, P.E.,
State Aid Engineer

SPECIFIC WORK REQUIREMENTS FOR PHASE A: DESIGN ENGINEERING

After the Notice to Proceed has been issued, the CONSULTANT shall begin preparation of preliminary plans. The following specific requirements are for this phase:

Part 1 PRE-DESIGN CONFERENCE

The purpose of the conference is to discuss STATE AID and MDA procedures, the alignment, contract administration, the design criteria, the method of field survey and other matters as the parties deem necessary. After pre-design conference the State Aid Engineer shall authorize the CONSULTANT to proceed with the Route Location Evaluation.

Part 2 ROUTE LOCATION EVALUATION & PUBLIC HEARING

- a. The CONSULTANT shall evaluate the alternate route locations for environmental and design considerations using existing aerial photographs, U.S.G.S. Maps, existing roadway plans and other data that may be provided by others.
- b. The CONSULTANT shall assist the CITY OF HATTIESBURG and the STATE AID in any public hearings (if required).

Part 3 FIELD SURVEYS (DESIGN & ROW)

The CONSULTANT will survey the Project utilizing good engineering practices as required to prepare preliminary and final contract plans in accordance with the requirements of the STATE AID and to prepare ROW plans sufficient in detail to show property ownership. The work shall include, but not be limited to, the requirements outlined in Appendix "C".

Part 4 UTILITY LOCATION SURVEYS

The CONSULTANT shall locate all conflicting utilities; coordinate their relocation with the appropriate utility companies, and prepare all needed Utility Adjustment Agreements, in accordance with State Aid Standard Operating Procedures ("STATE AID SOP") No. SAP-II-2-8. Costs of adjusting or relocating utilities will be eligible for reimbursement by MDA.

Part 5 CONCEPTUAL PLAN REVIEW

The CONSULTANT shall prepare conceptual plans for the PROJECT to include where applicable layouts (plan & elevation), typical sections, finish grade profiles, design data, drainage data, etc. One (1) set of the conceptual plans will be submitted to the City and STATE AID for approval. Studies (including opinions of probable cost) of other concepts, and conceptual changes required during this review are considered to be covered by this Scope of Work. A minimum of three (3) weeks for review and approval by the City, STATE AID, and MDA shall be allowed.

Part 6 PRELIMINARY DESIGN PLANS-IN-HAND INSPECTION

The CONSULTANT shall prepare preliminary design plans in accordance with STATE AID'S format. The design standards, the format of the plans, and any hydraulic design shall conform to the STATE AID requirements and the MDOT Design Manual. The preliminary design plans shall contain, as a minimum, title sheet, typical sections, plan and profile sheets showing all geometrics, profile grades, construction limits, proposed right-of-way, size and location of all drainage structures, construction signing, and all appurtenances to preliminary design, as well as any traffic control that will be required during construction. Any other incidental drawings needed to show pertinent topographical features or special treatments shall be included within these preliminary design plans. The CONSULTANT shall submit one (1) set of the blueline prints of plans for review by the City and STATE AID, prior to requesting the plans-in-hand field inspection. The City and STATE AID shall mark on these plans all revisions or changes required and return same to the CONSULTANT. Consultant will allow a minimum of three (3) weeks for review by the City and STATE AID. After completing any revisions, the CONSULTANT shall submit to the STATE AID and City one (1) set of the blueline prints of the preliminary design plans for a plans-in-hand field (PSE) inspection with representatives of the CITY, the

CONSULTANT, and STATE AID at a date mutually agreed upon by all parties. Consultant will allow a minimum of three (3) weeks from the submittal date of the prints for scheduling and completing the field inspection.

a. Scale of Drawings:

Plans shall be prepared at the following scales:

- | | | |
|-----|--|---------|
| (1) | Plan sheets with geometrics | 1"=100' |
| (2) | Form grades at channelized intersections | 1"=20' |
| (3) | Intersection detail sheets | 1"=20' |
| (4) | Other sheets at appropriate scale. | |

b. Size of Drawings:

All drawings shall measure 24 x 36 inches with trim lines ½ inch from top and bottom edges. Each sheet shall have a left hand margin of 1 ½ inches; a right hand margin of ½ inch; a margin of ½ inch between the top border of the drawing and trim line; and a ½ inch margin between the bottom border of drawing and trim line.

c. Size of Lettering:

STATE AID's policy requires the contract plans to be a 50% reduction (1/2 Scale) of the original plans. Therefore, the CONSULTANT shall provide a minimum letter size of 1/8 inch in order to be legible when reduced to 50% of the original size. All plans submitted by the CONSULTANT shall conform to roadway standards adopted by the STATE AID. The State Aid Engineer may reject any plans not conforming to these standards.

Part 7

PRELIMINARY PLANS WITH RIGHT-OF-WAY

Subsequent to the PSE inspection, the CONSULTANT shall make all changes agreed upon during the inspection. After completion of all revisions and changes requested by STATE AID and City, the CONSULTANT shall furnish one (1) set of blue-line prints for review by STATE AID and City. STATE AID and City shall mark on the prints all revisions or changes required and return same to the CONSULTANT (Allow minimum of three (3) weeks for review). Any changes or revisions required as a result of the above reviews shall be considered as part of the covered work.

Part 8

SUBMITTAL OF ALL REQUIRED REGULATORY PERMITS

The CONSULTANT shall determine what regulatory permits are required, if any, and submit complete and proper applications to the regulatory agency(s) for the proposed work, in accordance with STATE AID Procedures.

Part 9

OFFICE REVIEW PLANS

Subsequent to the PSE inspection, the CONSULTANT shall make all changes agreed upon during the inspection. This phase shall consist of all services required for production of final contract plans. After completion of all revisions and changes requested by STATE AID, the CONSULTANT shall furnish one (1) blue line sets of plans for review by the STATE AID ("OFFICE REVIEW PLANS"). The CONSULTANT shall return the original PSE Plans with the office submittal. A review of The OFFICE REVIEW PLANS will be required and the CONSULTANT may be requested to attend. STATE AID shall mark on the OFFICE REVIEW PLANS with all required revisions and return to the CONSULTANT (Allow minimum of three weeks for review). After all revisions have been made, the CONSULTANT shall submit the Final Contract Plans including all survey notes, design, special provisions, opinions of probable cost, and quantity computations and all notes or other data used in development of the plans.

Part 10

FINAL CONSTRUCTION PLANS (PS & E ASSEMBLY)

The final construction plans shall include all items required in the preliminary design plans and all other information such as, but not limited to, detailed index, general notes, summary of quantities, estimated quantities, OFFICE REVIEW PLANS, plan-profile sheets, special design sheets, bridge detail sheets, erosion control sheets, traffic control plan and a detailed construction estimate. STATE AID's sample plans should be used as the guide for assembling the final plans.

One complete set of design computations, quantity estimates and required special provisions shall be transmitted to the District Engineer at the time final construction plans are submitted.

The design computations shall be legible, neat and orderly, and properly identified and referenced. All analysis computations and pertinent sketches are understood to be part of the design computations.

The CONSULTANT shall prepare all special provisions pertinent to the intent of the plans unless the OFFICE OF STATE AID and/or MDOT have on hand suitable special provisions that may be used.

The CONSULTANT shall submit three (3) sets of 1/2 size blue line prints with standards included and two (2) sets of 1/2 scale blue line prints without standards along with four (4) sets of contract documents for STATE AID review. The marked OFFICE REVIEW PLANS must be returned with the PS&E Assembly.

The CONSULTANT shall prepare the legal notice for advertising for bids and submit for publication. The CONSULTANT shall solicit bids and issue plans and proposals to prospective bidders during advertising period and shall attend the letting and assist in tabulation and evaluation of bids. Further processing requirements for contract documents shall be in accordance with Appendix C.

SPECIFIC WORK REQUIREMENTS OF PHASE B: CONSTRUCTION ENGINEERING

The CONSULTANT will administer the construction contract in accordance with the plans, specifications, standards, and administrative, construction and testing SOP's.

The CONSULTANT will handle all construction administration and serve as the project manager, which duties shall include but not be limited to furnishing survey crews, inspectors, materials testing laboratory equipment and staff, Project Engineer, office clerical staff, vehicles and all equipment and supplies, as required to provide the service outlined herein.

Part 1 CONSTRUCTION ADMINISTRATION

The CONSULTANT will handle all contacts with property owners, utility companies and other individuals, regarding project questions and problems.

The State Aid District Engineer shall be the STATE AID's official representative on the project.

The CONSULTANT shall be the only authorized contact with the contractor during construction. STATE AID shall send all information and requests for the Contractor to the CONSULTANT for relay to the Contractor.

The CONSULTANT will be responsible for arranging a preconstruction conference, notifying all the parties involved, requiring all the proper documents as detailed in State Aid Standard Specifications and leading the preconstruction conference after award of contract.

The CONSULTANT and the Contractor performing project construction for the same construction project cannot have the same parent company or any corporate association.

The CONSULTANT'S personnel assigned to the project must have prior construction experience in the areas of work which they are to perform. Key personnel, as defined below shall not be replaced on the project without STATE AID approval. The CONSULTANT shall maintain a good working relationship with the Contractor and any person employed by the CONSULTANT or by Sub-Consultant who, in the opinion of the State Aid District Engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly, shall at the written request of the State Aid District Engineer be removed immediately by the CONSULTANT or sub-consultant employing such person and shall not be employed again in any rotation of the work without approval of the State Aid District Engineer.

The CONSULTANT shall have the necessary personnel available to work whatever schedule the contractor works.

The following positions are defined as "key personnel". The CONSULTANT may identify additional positions as "key" as well:

Project Engineer
Survey Party Chief
Project Inspector

The Project Engineer listed above shall be registered in the State of Mississippi in Civil Engineering or an approved related field.

The Project Engineer shall be available to begin work within one week of the execution of the construction contract.

The Survey Party Chief shall be experienced in the layout of major civil engineering projects, including structures, and shall supervise all staking. The Survey Party Chief shall also be experienced in the methods of measurement, recording and calculations necessary to determine final pay quantities. All survey work shall be performed under the general direction of the Project Engineer.

The traffic control specialist assigned to this project shall be thoroughly familiar with the MUTCD and the State Aid Traffic Control Plan. The traffic control specialist shall be assigned to inspect the work of the CONTRACTOR involving the maintenance and protection of traffic requirements of the CONTRACT and shall be subject to be on call 24 hours per day, seven (7) days a week. Nighttime and weekend inspection shall be made and documented by the traffic control specialist in accordance with STATE AID requirements. The State Aid District Engineer shall have a phone number where the CONSULTANT can be reached regarding emergency situations after hours and on weekends and holidays.

The CONSULTANT'S Project Engineer shall be assigned to the project full time or as otherwise authorized by the State Aid District Engineer. Construction inspection shall be provided to ensure that all work is performed in accordance with the plans and specifications, including the incorporation of tested materials in the construction.

The CONSULTANT will maintain separate and distinct records and files for the Project. The CONSULTANT will maintain all necessary inspection diaries, log books, survey staking records, material tests reports, and all needed documentation to justify all pay requests; all according to State Aid Standards. State Aid Standards include, but are not limited to 2004 Standard Specifications for State Aid Road and Bridge Construction, Testing and Administrative SOPS and other documents that are referred to in the CONTRACT.

The CONSULTANT shall provide sufficient trained personnel to adequately and competently perform the requirements of this CONTRACT.

Part 2 CONSTRUCTION STAKING

The CONSULTANT shall insure the setting of all stakes, including centerline stakes, rights-of-way stakes, slope stakes, grade stakes (blue tops), stakes for structures (location and grade), channel changes, material pit boundaries, and any other stakes necessary to control the work.

Part 3 CONSTRUCTION INSPECTION

The CONSULTANT is responsible for inspecting the work of the CONTRACTOR to ensure general compliance with the project specifications on all contract items. The CONSULTANT will not be permitted to change inspection personnel without approval of the State Aid District Engineer.

Requests for inspection of prefabricated items or review and approval of shop drawings will be submitted to the CONSULTANT. STATE AID shall review and approve all shop drawings.

Part 4 MATERIALS TESTING

The CONSULTANT is responsible for all field sampling and job control acceptance testing. Material testing may be accomplished by using CONSULTANT'S own forces and equipment or by subcontracting the work to an outside laboratory. Any laboratory used by the CONSULTANT for field sampling and job control acceptance testing shall meet the approval of the STATE AID. Job control sampling and testing and payment, therefore shall follow STATE AID SOP.

At the end of the project construction, the CONSULTANT shall submit the following signed certification:

This is to certify that:

The results of the tests on acceptance samples indicate that the materials incorporated in the construction work and the construction operations controlled by sampling and testing were in reasonably close conformity with the approved plans and specifications and such results compare favorably with the results of the independent assurance sampling and testing.

Part 5 DOCUMENTATION

The CONSULTANT will prepare monthly pay estimates for the Contractor and submit to the State Aid District Engineer for further processing. These estimates will be prepared in accordance with the instructions contained in the CONTRACT.

The CONSULTANT shall compile and submit, in accordance with the State Aid Construction SOP, all reports, monthly and final estimates, records, as-built plans showing all changes from project plans and other pertinent data that may be required for proper completion of records of the Project. All Project information relative to the execution of the Project and all records shall be kept in accordance with the State Aid Construction SOP. A copy of the diary will be submitted to the State Aid District Engineer on a monthly basis.

The CONSULTANT will initiate all contractor change orders, supplemental agreements and force account work requests, including written justification and cost analysis for same in accordance with the STATE AID SOP. These are to be delivered to the State Aid District Engineer.

The State Aid District Engineer will be available, on request, to assist the CONSULTANT with the preparation of change orders, monthly estimates, etc. This will be considered an informational service only to explain the paper work flow. The CONSULTANT will be expected to follow up in an expeditious manner to avoid any delay. Timely submittal of documentation (i.e. mix design submittal, claims, etc.), correspondence, conduct meetings and transmittal of response to the Contractor required to meet any time constraints of the project will be the responsibility of the CONSULTANT.

At the end of the project construction, the Project Engineer shall submit a signed certification that all work was done in substantial conformance with the plans and specifications and that all payments were made for work performed at bid prices agreed to in the construction contract. In addition, a set of final plans of completed work shall be submitted to the STATE AID showing in green ink any changes made during construction. The final plans shall be signed by the Project Engineer.

The CONSULTANT will submit the final estimate prepared in accordance with the STATE AID SOP, and other required documents to STATE AID within fifteen (15) days after the Contract Acceptance has been assigned by the State Aid District Engineer.

APPENDIX C

SPECIFIC WORK REQUIRED FOR PART 3 - FIELD SURVEYS

Item 1. Centerline Survey and Vertical Control

- a. Contact the Land Owners and obtain permission prior to entering upon the property for survey purposes.
- b. Stake centerline with treated stakes at 100 foot intervals in preparation for centerline inspection.
- c. Reference centerline: All P.C.'s, P.I.'s, P.T.'s and tangents longer than 1000 feet.
- d. Perform complete topographic survey along proposed centerline.
- e. Establish vertical control utilizing approved bench marks.
- f. Establish benches along centerline on 800-1000 foot intervals, outside limits of construction.

Item 2. Utilities, Drainage Surveys and Apparent Property Lines

- a. Locate utilities (above and below ground), horizontal and vertical, and determine ownership.
- b. Locate Drainage Channels: (1) Traverse minor channels 200 feet either way from centerline or as necessary to accommodate channel change with cross sections at 200 foot intervals normal to channel; (2) Traverse major channels 500 feet either way from centerline with cross sections at 200 foot intervals normal to channel.
- c. Establish pluses on apparent property lines, locate with angular ties, and determine apparent ownership from tax rolls.

Item 3. Cross Sections and Profiles

- a. Cross sections are to be taken at 100 foot intervals and other abrupt breaks in the centerline ground elevation. For a distance adequate to accommodate construction limits.

In those limits established during the hub line field review, the sections are to be taken for a distance that will be adequate to accommodate the construction limits.

- b. Prepare Plan and Profile Sheets of the above.

Item 4. Local Roads Surveys (1000 feet min. Lt. & Rt. of Mainline CL)

- a. Provide complete topographic survey and cross sections.
- b. Establish plus and angle on apparent property lines and determine apparent ownership.

Item 5. Notes and Drawings

- a. Prepare plan and profile sheets on proposed centerline and local roads with all topography shown.
- b. List all utilities, apparent owners and addresses on plan sheet No. 3.
- c. Equate to existing projects at specified locations; show ties to section corner or sectional subdivision corners as necessary to verify property ownership.

The above items will include the following requirements of STATE AID:

1. Transit Notes - Bearings shall be obtained from solar observation and shall be recorded on all tangents.
2. Topographic Notes - All topography is to be plotted on plan and profile sheets in ink.
3. Level Notes –
 - a. Cross sections are to be taken at 100 foot intervals and other abrupt breaks in the centerline ground elevation. The sections shall be taken for a distance shown above. In those limits established during the hub line field review, the sections are to taken for a distance that will be adequate to accommodate the construction limits.
 - b. Bench mark ties shall be to 0.05 feet and adjusted to zero closure and shall be referenced in accordance with the Design Manual of the MDOT. Bench marks shall be established for 800-1000 foot intervals.
4. Drainage –
 - a. The plus of all drainage areas is to be indicated. Flow line elevations are to be taken at existing structures with other survey information as specified in the MDOT Roadway Design Manual.
 - b. Areas to be calculated by methods approved by STATE AID
 - c. Channel traverses shall be for a minimum distance of 200 feet up and down the channel or until it is apparent that a proper tie can be made if a channel change is necessary.

- d. Wetlands - If, a 404 Permit is required for U.S. Corps of Engineers, wetlands shall be shown on plan-profile sheets. The elevation of O.H.W. shall be indicated at all stream crossings or water bodies.

5. Right-of-Way Documents –

- a. A right-of-way property map at an appropriate scale shall be prepared based on property lines and corners encountered during the survey, as well as ownership for the entire project, which is to include any local road connections. The apparent property lines and apparent ownership shall be shown on the plans and profile sheets with the angle and plus based on field information.
 - b. Section lines and corner ties, either the $\frac{1}{4}$ or $\frac{1}{2}$ section line or corner, shall be referenced at the B.O.P. and E.O.P. with intermediate control established.
 - c. CONSULTANT shall be responsible for contacting property owners for permission to make the survey prior to entering property.
6. Utilities - All utilities within and adjacent to the project limits are to be listed on the index and general note sheet with their locations shown on the plan and profile sheets. For high-pressure gas transmission lines a traverse and profile of the pipe shown for a distance of 200 feet from the centerline. Overhead transmission lines shall be indicated and their height referenced.
7. Local Roads - A complete survey of any local roads including traverse and cross sections as necessary.
- 1. Existing Highway - A control tie to existing Show number of State and/or U.S. Highway(s) if applicable shall be made. Necessary permits shall be secured from the Mississippi Department of Transportation.
8. Reference Point Control - Each reference point for assembly, P.T.'s, P.C.'s and P.I.'s shall include a point 200 feet from the centerline of the survey and an additional point 50 feet (more or less) farther and shall be designated by a 2 inch x 2 inch treated hardwood hub with a 1 inch x 4 foot flagged guard stake indicating its location. All stakes and hubs shall be treated and shall be placed on the tangent sections when the distance is farther than 1000 feet between reference points.

EXHIBIT 2A

PROJECT DESCRIPTION

EXHIBIT 2A – PROJECT DESCRIPTION

ROADWAY IMPROVEMENTS SUMMARY

The Forrest General Hospital portion of the project will consist of roadway improvements to the following corridors:

1. US Highway 49 between O'Ferral and Mimosa Lane
2. Mamie Street between S 28th Avenue and S 25th Avenue
3. Adeline Street between S 28th Avenue and US Highway 49 (commencing +/- 450 feet West of US Highway 49 to US Highway 49)
4. US Highway 49 East Frontage Road between Camp Street and Mamie Street
5. US Highway 49 West Frontage Road between Camp Street and Adeline Street

The work will generally consist of the following:

1. Installation of traffic signal at US Highway 49 and Camp Street
2. Installation of traffic signal at US Highway 49 at Adeline Street
3. Realignment of Mamie Street West of US Highway 49
4. Conversion of both the East and West US Highway 49 Frontage Roads to single lane roadways to provide traffic flow directions necessary to properly route traffic.
5. Abandonment of existing Mamie Street corridor to be utilized as the Emergency Room Entrance.
6. Removal of existing traffic signal at US Highway 49 and Mamie Street.
7. Reconfiguring of US Highway 49 median to accommodate the removal of an existing turn lane at Mamie Street and the addition of turn lanes at Camp and Adeline.

Benefits of the project:

1. Improved traffic circulation in and around the Forrest General Hospital campus.
2. Improved access to the City of Hattiesburg MidTown area.
3. Improvement to level of service on U.S. Highway 49.
4. Increased pedestrian and bicycle safety.
5. Increased aesthetics resulting from landscaping work along U.S. Highway 49 and Mamie Street.

EXHIBIT 2B

PROJECT COST ESTIMATE

EXHIBIT 3



ENGINEER'S ESTIMATE

DATE: February 12, 2014 S.N.: 178-11

PROJECT: Forrest General Hospital Traffic Improvements
Hattiesburg, MS

DESCRIPTION		QUANTITY	UNIT	UNIT PRICE	AMOUNT
BASE BID					
EARTHWORK ITEMS					
201-A001	CLEARING AND GRUBBING	1	L.S.	\$ 35,000.00	\$ 35,000.00
202-B017	REMOVAL OF CONCRETE COMBINATION CURB & GUTTER	7114	LIN. FT.	\$ 5.00	\$ 35,570.00
202-B057	REMOVAL OF INLETS, ALL SIZES	21	EA.	\$ 350.00	\$ 7,350.00
202-B059	REMOVAL OF LEGEND, ALL TYPES	14	EA.	\$ 100.00	\$ 1,400.00
202-B070	REMOVAL OF SIGN INCLUDING POST & FOOTING (ALL TYPES AND SIZES)	56	EA.	\$ 500.00	\$ 28,000.00
202-B078	REMOVAL OF PAVEMENT, ALL TYPES AND DEPTH	17914	SQ. YD.	\$ 5.00	\$ 89,569.18
202-B106	REMOVAL OF PIPE, ALL SIZES	875	LIN. FT.	\$ 12.00	\$ 10,500.00
202-B149	REMOVAL OF TRAFFIC STRIPE (ALL TYPES)	8125	LIN. FT.	\$ 7.00	\$ 56,875.00
203-EX017	BORROW EXCAVATION, AH, FME, CLASS B9	950	CU. YD.	\$ 15.00	\$ 14,250.00
203-EX042	BORROW EXCAVATION, AH, FME, CLASS 9-8	3479	CU. YD.	\$ 15.00	\$ 52,181.19
203-G003	EXCESS EXCAVATION, FM, AH	5370	CU. YD.	\$ 15.00	\$ 80,548.33
206-A001	STRUCTURE EXCAVATION	740	CU. YD.	\$ 12.00	\$ 8,879.23
211-B001	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	1370	CU. YD.	\$ 25.00	\$ 34,250.00
\$ 454,372.94					
EROSION CONTROL AND LANDSCAPING ITEMS					
213-B001	COMBINATION FERTILIZER, 13-13-13	1.74	TON	\$ 900.00	\$ 1,563.51
213-D001	AMMONIUM NITRATE	347.45	LBS	\$ 1.00	\$ 347.45
216-A001	SOLID SODDING (ADD ALT. #3)	8398	SQ. YD.	\$ 10.00	\$ 83,980.00
223-A002	TREE BARK MULCH, TYPE II	250	CU. YD.	\$ 32.00	\$ 8,000.00
907-230-A001	SHRUB PLANTING, ASIATIC JASMINE (12" SPACING)	17100	EA.	\$ 3.50	\$ 59,850.00
907-225-A001	PERMANENT GRASSING	1.74	ACRE	\$ 1,500.00	\$ 2,605.85
907-225-B001	AGRICULTURAL LIMESTONE	3.47	TON	\$ 300.00	\$ 1,042.34
907-226-A001	TEMPORARY GRASSING	1	L.S.	\$ 10,000.00	\$ 10,000.00
234-A001	TEMPORARY SILT FENCE	2936	LIN. FT.	\$ 5.00	\$ 14,680.00
907-237-A002	WATTLES, 12"	580	LIN. FT.	\$ 10.00	\$ 5,800.00
907-237-A003	WATTLES, 20"	460	LIN. FT.	\$ 12.00	\$ 5,520.00
907-246-A001	SANDBAGS	478	EA.	\$ 8.00	\$ 3,824.00
\$ 197,213.16					
SUBBASE AND BASE ITEMS					
907-304-A001	SIZE 610 CRUSHED STONE BASE	5927	TON	\$ 60.00	\$ 355,648.15
\$ 355,648.15					

BITUMINOUS PAVING ITEMS									
907-403-A015	HOT MIX ASPHALT, ST, 9.5-mm MIXTURE		716	TON	\$	95.00	\$	68,015.17	
907-403-D004	HOT MIX ASPHALT, HT, 9.5-mm MIXTURE, POLYMER MODIFIED		285	TON	\$	105.00	\$	29,921.07	
907-403-A011	HOT MIX ASPHALT, ST, 12.5-mm MIXTURE		604	TON	\$	95.00	\$	57,421.94	
907-403-D001	HOT MIX ASPHALT, HT, 12.5-mm MIXTURE, POLYMER MODIFIED		209	TON	\$	105.00	\$	21,897.76	
907-403-A012	HOT MIX ASPHALT, ST, 19-mm MIXTURE		2187	TON	\$	95.00	\$	207,800.00	
907-403-D002	HOT MIX ASPHALT, HT, 19-mm MIXTURE, POLYMER MODIFIED		874	TON	\$	105.00	\$	91,796.48	
907-403-C001	HOT MIX ASPHALT, TRENCH WIDENING, ALL MIXTURES		74	SQ. YD.	\$	200.00	\$	14,815.83	
406-A001	COLD MILLING OF BITUMINOUS PAVEMENTS, ALL DEPTHS		1778	SQ. YD.	\$	4.00	\$	7,110.67	
								\$ 498,778.91	
INCIDENTAL CONSTRUCTION AND DRAINAGE ITEMS									
202-B041	REMOVAL & REINSTALL EXISTING CHAINLINK FENCE & REMOVE GATE (SALVAGE TO OWNER)		242.0	LIN. FT.	\$	20.00	\$	4,840.00	
907-601-A001	CLASS "B" STRUCTURAL CONCRETE, RETAINING WALL, FOOTING		48.0	CU. YD.	\$	500.00	\$	24,000.00	
907-601-B003	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES		62.1	CU. YD.	\$	1,000.00	\$	62,055.00	
603-CA001	15" REINFORCED CONCRETE PIPE, CLASS III		54.0	LIN. FT.	\$	40.00	\$	2,160.00	
603-CA088	18" REINFORCED CONCRETE PIPE, CLASS III, RUBBER GASKET		493.0	LIN. FT.	\$	45.00	\$	22,185.00	
603-CA089	24" REINFORCED CONCRETE PIPE, CLASS III, RUBBER GASKET		441.0	LIN. FT.	\$	55.00	\$	24,255.00	
603-CB001	18" REINFORCED CONCRETE END SECTION		4.0	EA.	\$	1,000.00	\$	4,000.00	
603-CB002	24" REINFORCED CONCRETE END SECTION		2.0	EA.	\$	1,300.00	\$	2,600.00	
907-603-PVC01	18" CORRUGATED POLY VINYL CHLORIDE PIPE		355.0	LIN. FT.	\$	25.00	\$	8,875.00	
907-603-PVC02	24" CORRUGATED POLY VINYL CHLORIDE PIPE		40.0	LIN. FT.	\$	35.00	\$	1,400.00	
907-603-PVC09	CORRUGATED POLY VINYL CHLORIDE PIPE FITTINGS		1.0	L.S.	\$	5,000.00	\$	5,000.00	
907-603-PVC10	18" PVC INLET		5.0	EA.	\$	2,000.00	\$	10,000.00	
604-A001	CASTINGS		1996.0	LBS.	\$	3.00	\$	5,988.00	
907-604-A004	12" TRENCH DRAIN		45.0	LIN. FT.	\$	50.00	\$	2,250.00	
604-B001	GRATINGS		1150.0	LBS.	\$	3.00	\$	3,450.00	
907-605-0004	4" PERFORATED SEWER PIPE FOR UNDERDRAINS, SDR 35		678.0	LIN. FT.	\$	30.00	\$	20,340.00	
907-605-P003	4" NON-PERFORATED SEWER PIPE FOR UNDERDRAINS, SDR 23.5		115.0	LIN. FT.	\$	25.00	\$	2,875.00	
607-B023	GATE, 40" ROLLING W/HARDWARE (LATCH, TRACK BRACKETS & ROLLERS, DBL. WHEEL CARRIER, ECT.)		1.0	L.S.	\$	5,000.00	\$	5,000.00	
609-B001	CONCRETE CURB, INTEGRAL, TYPE 1		95.0	LIN. FT.	\$	20.00	\$	1,900.00	
609-B002	CONCRETE CURB, DOWELED		429.0	LIN. FT.	\$	25.00	\$	10,725.00	
609-B003	CONCRETE CURB, SPECIAL DESIGN, SLOTTED		940.0	LIN. FT.	\$	25.00	\$	23,500.00	
609-D006	COMBINATION CONCRETE CURB & GUTTER TYPE 1 MODIFIED		3642.4	LIN. FT.	\$	25.00	\$	91,060.00	
609-D002	COMBINATION CONCRETE CURB & GUTTER TYPE 2		94.0	LIN. FT.	\$	25.00	\$	2,350.00	
609-D005	COMBINATION CONCRETE CURB & GUTTER TYPE 3B MODIFIED		3112.0	LIN. FT.	\$	25.00	\$	77,800.00	
614-A002	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6-INCH THICKNESS		1222.0	SQ. YD.	\$	60.00	\$	73,320.00	
614-B001	CONCRETE DRIVEWAY, WITH REINFORCEMENT (5-INCH THICKNESS)		295.0	SQ. YD.	\$	50.00	\$	14,750.00	
616-A001	CONCRETE MEDIAN AND/OR ISLAND PAVEMENT, 4-INCH		34.1	SQ. YD.	\$	60.00	\$	2,047.20	
616-A002	CONCRETE MEDIAN AND/OR ISLAND PAVEMENT, 6-INCH		110.6	SQ. YD.	\$	70.00	\$	7,742.00	
616-A003	CONCRETE MEDIAN AND/OR ISLAND PAVEMENT, 10-INCH		1.6	SQ. YD.	\$	80.00	\$	124.80	
802-B001	PERMANENT STEEL SHEET PILING		2800.0	SQ. FT.	\$	60.00	\$	168,000.00	
								\$ 511,627.20	

TRAFFIC SIGNAL QUANTITIES									
907-633-B	FULL ADAPTIVE TRAFFIC SIGNAL CONTROL SOFTWARE								
907-639-A029	TRAFFIC SIGNAL EQUIPMENT POLE, TYPE IV, 30' SHAFT, 45' ARM	2					EACH	\$ 1,000.00	\$ 2,000.00
907-639-A034	TRAFFIC SIGNAL EQUIPMENT POLE, TYPE VI, 8' SHAFT	1					EACH	\$ 18,000.00	\$ 18,000.00
907-639-A042	TRAFFIC SIGNAL EQUIPMENT POLE, TYPE IV, 30' SHAFT, 50' & 60' ARMS	3					EACH	\$ 5,000.00	\$ 15,000.00
907-639-A091	TRAFFIC SIGNAL EQUIPMENT POLE, TYPE IV, 30' SHAFT, 50' & 55' ARMS	1					EACH	\$ 20,000.00	\$ 20,000.00
907-639-A118	TRAFFIC SIGNAL EQUIPMENT POLE, TYPE IV, 30' SHAFT, 60' & 60' ARMS	1					EACH	\$ 19,000.00	\$ 19,000.00
907-639-C002	POLE FOUNDATIONS, 36" DIAMETER	1					EACH	\$ 22,000.00	\$ 22,000.00
907-639-F003	DETECTOR POLE WITH FOUNDATION, 20' POLE	17.2					CU. YD.	\$ 650.00	\$ 11,180.00
907-651-B012	MAGNETOMETER DETECTION SYSTEM COMPONENT, EXTENSION CARD	4					EACH	\$ 2,000.00	\$ 8,000.00
907-651-B018	MAGNETOMETER DETECTION SYSTEM COMPONENT, ACCESS POINT CONTROLLER CARD	2					EACH	\$ 1,500.00	\$ 3,000.00
907-651-B019	MAGNETOMETER DETECTION SYSTEM COMPONENT, DIGITAL RADIO	2					EACH	\$ 3,000.00	\$ 6,000.00
907-657-B001	FIBER OPTIC DROP CABLE, 125M	4					EACH	\$ 1,500.00	\$ 6,000.00
907-658-A004	HARDENED NETWORK SWITCH, TYPE D	40					LIN. FT.	\$ 100.00	\$ 4,000.00
640-A016	TRAFFIC SIGNAL HEADS, TYPE 1 - LED	2					EACH	\$ 1,000.00	\$ 2,000.00
640-A019	TRAFFIC SIGNAL HEADS, TYPE 5 - LED	10					EACH	\$ 1,000.00	\$ 10,000.00
640-A021	TRAFFIC SIGNAL HEADS, TYPE 6 - LED	2					EACH	\$ 1,500.00	\$ 3,000.00
640-A022	TRAFFIC SIGNAL HEADS, TYPE 7 - LED	6					EACH	\$ 1,500.00	\$ 9,000.00
640-A045	TRAFFIC SIGNAL HEADS, TYPE 3L - LED	3					EACH	\$ 1,500.00	\$ 4,500.00
642-A001	SOLID STATE TRAFFIC ACTUATED CONTROLLERS, TYPE 8M	2					EACH	\$ 1,200.00	\$ 2,400.00
644-A001	OPTICAL DETECTOR	2					EACH	\$ 17,500.00	\$ 35,000.00
644-B001	OPTICAL DETECTOR CABLE	7					EACH	\$ 800.00	\$ 5,600.00
644-C002	PHASE SELECTOR, 4 CHANNEL	1150					LIN. FT.	\$ 1.50	\$ 1,725.00
647-A001	PULLBOX, TYPE 1	2					EACH	\$ 5,000.00	\$ 10,000.00
647-A005	PULLBOX, TYPE 2	4					EACH	\$ 1,000.00	\$ 4,000.00
647-A003	PULLBOX, TYPE 4	2					EACH	\$ 1,000.00	\$ 2,000.00
907-649-A004	VIDEO VEHICLE DETECTION, NEW INSTALLATION, 3 CAMERAS	2					EACH	\$ 1,000.00	\$ 2,000.00
907-651-B009	MAGNETOMETER DETECTION SYSTEM COMPONENT, REPEATER	3					EACH	\$ 5,000.00	\$ 15,000.00
907-651-B013	MAGNETOMETER DETECTION SYSTEM COMPONENT, WIRELESS DETECTION SENSOR	4					EACH	\$ 1,000.00	\$ 4,000.00
666-B015	ELECTRIC CABLE, UNDERGROUND IN CONDUIT, IMSA 20-1, AWG #14, 5 CONDUCTOR	44					EACH	\$ 850.00	\$ 37,400.00
666-B022	ELECTRIC CABLE, UNDERGROUND IN CONDUIT, IMSA 20-1, AWG #8, 2 CONDUCTOR	550					LIN. FT.	\$ 2.75	\$ 1,512.50
666-B054	ELECTRIC CABLE, UNDERGROUND IN CONDUIT, IMSA 20-1, AWG #14, 8 CONDUCTOR	450					LIN. FT.	\$ 2.00	\$ 900.00
666-D018	ELECTRIC CABLE, AERIAL SUPPORTED IN CONDUIT, IMSA 20-1, AWG #14, 8 CONDUCTOR	850					LIN. FT.	\$ 3.00	\$ 2,550.00
668-A018	TRAFFIC SIGNAL CONDUIT, UNDERGROUND, TYPE 4, 2"	359					LIN. FT.	\$ 4.00	\$ 1,436.00
668-B024	TRAFFIC SIGNAL CONDUIT, UNDERGROUND DRILLED OR JACKED, ROLLED PIPE, 2"	325					LIN. FT.	\$ 12.00	\$ 3,900.00
668-B026	TRAFFIC SIGNAL CONDUIT, UNDERGROUND DRILLED OR JACKED, ROLLED PIPE, 4"	605					LIN. FT.	\$ 30.00	\$ 18,150.00
		300					LIN. FT.	\$ 35.00	\$ 10,500.00
									\$ 320,753.50
ESTIMATE ONLY									
Subtotal Construction (Participating Items)								\$ 3,083,700.86	
Contingencies (5%)								\$ 154,185.04	
Engineering (15%)								\$ 462,555.13	
Total (Participating Items)								\$ 3,700,441.03	

NON-PARTICIPATING ITEMS									
907-230-C001	MAMIE STREET LANDSCAPING & IRRIGATION	1					L.S.	\$ 90,000.00	\$ 90,000.00
608-A001	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	1710.4					SQ. YD.	\$ 40.00	\$ 68,416.00
									\$ 158,416.00
ESTIMATE ONLY									
Subtotal Construction (Non-Participating)								\$ 158,416.00	

FEES and EXPENSES

The Mississippi Development Authority will pay the CONSULTANT for engineering charges in accordance with the compensation set forth in Article VI, and the total compensation paid shall not exceed the attached ECONOMIC DEVELOPMENT HIGHWAY ENGINEER FEE SCHEDULE dated May 1, 1996 set out in Exhibit 3A or the percentages established as follows:

PHASE A: Design Engineering

The CONSULTANT shall be entitled to compensation and submit invoices as follows.

15% when preliminary plans are submitted

15% when office review plans are submitted

10% after project is let to contract and the award is
concluded in by STATE AID and MDA

The total reimbursement for Design Engineering shall not exceed forty (40) percent of the total fee for engineering services based on the construction contract amount.

PHASE B: Construction Engineering

The CONSULTANT shall be entitled to submit monthly invoices for construction engineering services based on the amount of work completed by the contractor during the period. Five (5) percent of the construction engineering fee will be retained until the project has been accepted and the final estimate approved.

Example:

The contractor has completed twenty-five (25%) of the work and the engineering fee is twelve (12%) of the construction cost. The amount due is $(0.25 \times 0.60 \times 0.12 \times \text{the contract price})$ less any previous payment. Five percent (5%) of the amount due will be withheld as noted above.

**ECONOMIC DEVELOPMENT HIGHWAY PROGRAM
ENGINEER FEE SCHEDULE**
Exhibit 3A

CONSTRUCTION CONTRACT AMOUNT	FEE
\$500,000	15.0715
\$1,000,000	15.0000
\$1,500,000	14.9286
\$2,000,000	14.8572
\$2,500,000	14.7858
\$3,000,000	14.7143
\$3,500,000	14.6429
\$4,000,000	14.5715
\$4,500,000	14.5000
\$5,000,000	14.4286
\$5,500,000	14.3572
\$6,000,000	14.2857
\$6,500,000	14.2143
\$7,000,000	14.1429
\$7,500,000	14.0715
\$8,000,000	14.0000
\$8,500,000	13.9286
\$9,000,000	13.8572
\$9,500,000	13.7857
\$10,000,000	13.7143
\$10,500,000	13.6429
\$11,000,000	13.5714
\$11,500,000	13.5000
\$12,000,000	13.4286
\$12,500,000	13.3572
\$13,000,000	12.2857
\$13,500,000	13.2143
\$14,000,000	13.1429
\$14,500,000	13.0714
\$15,000,000	13.0000

***FEE - The engineering fee as a percent of construction contract amount**

EXHIBIT 4

MISSISSIPPI DEVELOPMENT AUTHORITY COMMITMENT LETTER

Attach a copy of the approval letter or commitment letter from the Mississippi Development Authority.

(To BE PROVIDED BY MDA)



STATE OF MISSISSIPPI
PHIL BRYANT, GOVERNOR
MISSISSIPPI DEVELOPMENT AUTHORITY
BRENT CHRISTENSEN
EXECUTIVE DIRECTOR

March 27, 2015

Mr. Jonny L. DuPree, PH.D.
Mayor, City of Hattiesburg
P. O Box 1898
Hattiesburg, Mississippi 39403

Honorable Mayor:

SUBJECT: Midtown Hattiesburg Master Plan – City of Hattiesburg Economic Development
Highway Project / HA-068

The Mississippi Development Authority has approved the application on the above referenced project. We have committed \$3,000,000.00 of Economic Development Highway Funds for road improvements around Forrest General Hospital and road improvements to 31st Street. In the near future we will forward to you a Memorandum of Understanding establishing the terms and conditions of the grant.

We want to encourage business growth in Mississippi and look forward to working with the City of Hattiesburg on this and other projects.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chuck Mobley".

Chuck Mobley
Bureau Manager

cc: Carey Webb

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
COPELAND ANTI-KICKBACK ACT
DAVIS BACON ACT
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
CLEAN AIR ACT
ENERGY POLICY AND CONSERVATION ACT
DISADVANTAGED BUSINESS ENTERPRISES ACT
WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT will comply with the Regulations of the Office of State Aid Road Construction, and the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subcontractors including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. **Anti-Kickback Provisions:** All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874), as supplemented by Department of Labor regulations (29 C.F.R. part 3). This Act provides that each consultant or subconsultant shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which one is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to STATE AID.

5. **Davis Bacon Act:** When required by federal program legislation, all construction contracts awarded to contractors and subcontracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 276a to a-7) and as supplemented by Department of Labor Regulations (29 C.F.R. Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon acceptance of the wage determination. The recipient shall report all suspected or reported violations to STATE AID.

6. **Contract Work Hours and Safety Standards Act:** Where applicable, all contracts awarded by contractors and subcontractors in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-330), as supplemented by Department of Labor Regulations (29 C.F.R. part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. **Clean Air Act:** Compliance with all applicable standard, orders, or requirements issued under Section 306 of the Clear Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C., 1368), Executive Order 11738 and Environment Protection Agency regulations (40 C.F.R. Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. **Energy Policy and Conservation Act:** Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. **Worker Visibility:** All workers within the right-of-way of a Federal aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled “American National Standard for High Visibility Safety Apparel and Headwear” – for compliance with 23 C.F.R., Part 634.

Neither the CONSULTANT, nor any sub-recipient or sub-consultant shall discriminate on the bases of race, color, national origin or sex in the performance of this CONTRACT. The CONSULTANT shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United State Department of Transportation assisted contracts. Failure of the CONSULTANT to carry out those requirements is a material breach of this CONTRACT which may result in the termination of this CONTRACT or such other remedies as STATE AID deems appropriate.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
 - b. have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or CONTRACT under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
 - d. have not within a three-year period preceding this contract had one or more public transactions (federal, state or local) terminated for cause or default.
 - e. has not either directly or indirectly entered into any CONTRACT participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The Consultant further certifies, to the best of his/her knowledge and belief, that:
 - a. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal CONTRACT, grant, loan, or cooperative agreement.

- b If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.
- (3) The undersigned further certifies that he/she is the duly authorized representative of the CONSULTANT and that neither he/she, nor any principal, officer, shareholder or employee of the above firm has:
- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this CONTRACT,
 - (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the CONTRACT, or
 - (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the CONTRACT; except as herein expressly stated (if any).

The undersigned acknowledges that this certificate may be furnished to the Department of Transportation and the Federal Highway Administration, United States Department of Transportation, in connection with any CONTRACT involving participation of Federal Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

The certification contained in (1), (2), and (3) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The Consultant shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

So CERTIFIED on this the 14th day of October, 2015.

[Signature]
CONSULTANT

So Sworn before me this the 14th day of October, 2015.

[Signature]
NOTARY PUBLIC

My Commission Expires:

2-22-19



EXHIBIT 7

CERTIFICATION OF THE MAYOR OF THE CITY OF HATTIESBURG

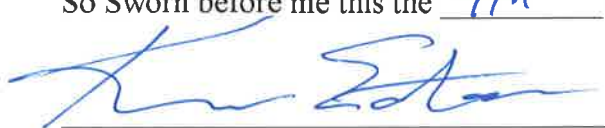
I hereby certify that I am the Mayor and have been duly authorized by the Board of City Council to execute this certification and that the above CONSULTANT nor any of its representatives or sub-contractors have been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this CONTRACT to:

- (a) employ or retain, or agree to employ or retain, firm or subcontractor person, or
- (b) pays, or agrees to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

CITY OF HATTIESBURG
MISSISSIPPI

BY: 

So Sworn before me this the 9th day of November.


Notary Public

My Commission Expires



EXHIBIT 8

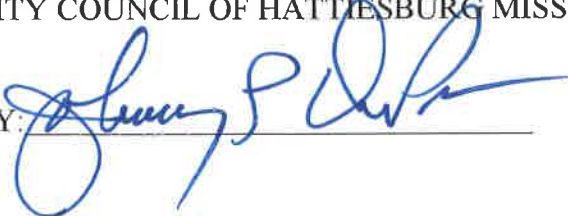
CERTIFICATION OF THE CITY OF HATTIESBURG IS IN COMPLIANCE WITH
THE MISSISSIPPI EMPLOYMENT PROTECTION ACT

Effective July 1, 2008, the Mississippi Employment Protection Act imposed new requirements for all state agencies, departments, and political subdivisions. All employers who have contacts with the State of Mississippi, or with its departments, agencies, and/or with political subdivisions are mandated to enroll and participate in the E-Verify Program to check employment eligibility of all newly hired workers.

I hereby certify that I am the Mayor and have been duly authorized by the CITY COUNCIL of the City of Hattiesburg to execute this certification and that the CITY COUNCIL of the City of Hattiesburg hereby acknowledges its compliance with the Mississippi Employment Protection Act.

CITY COUNCIL OF HATTIESBURG MISSISSIPPI

BY: _____



Mayor of the City of Hattiesburg

So Sworn before me this the 9th day of November 2015.

NOTARY PUBLIC

My Commission Expires:





City of Hattiesburg, MS

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

Master

File Number: 2015-2239

File ID: 2015-2239

Type: Regular Agenda Item

Status: Passed

Version: 2

Reference:

In Control: City Council

File Created: 10/27/2015

Brief Title: Purchase of property located at 300 Klondyke Street.

Final Action: 11/03/2015

Minute Book Number: MB2015-328

Title:

Approve the purchase of a parcel of property located at 300 Klondyke Street(Forrest County Tax Parcel 2-030M-11-047.00, PPIN 21234) from Russell & Associates Leasing, Bill Russell owner, in the amount of \$12,453.48; Authorize the issuance of a manual check for the closing of transaction.

Notes:

Sponsors:

Enactment Date:

Attachments: Appraisal, Deed Hattiesburg Grocery 10.23.15,
Donation Agreement HG Amended 10.30.15

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council - Amendments to the Agenda	11/03/2015					
1	City Council	11/03/2015	Approve				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Naylor to Approve the purchase of a parcel of property located at 300 Klondyke Street (Forrest County Tax Parcel 2-030M-11-047.00, PPIN 21234) from Russell & Associates Leasing , Bill Russell owner,in the amount of \$12,453.48; Authorize the issuance of a manual check for the closing of transaction.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							

Text of Legislative File 2015-2239

Title

Approve the purchase of a parcel of property located at 300 Klondyke Street(Forrest County Tax Parcel 2-030M-11-047.00, PPIN 21234) from Russell & Associates Leasing, Bill Russell owner, in the amount of \$12,453.48; Authorize the issuance of a manual check for the closing of transaction.

Summary

Purchase of property located at 300 Klondyke Street.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

APRAISAL OF PROPERTY LOCATED AT
300 KLONDYKE STREET
HATTIESBURG, MS

APPRAISAL REPORT

LIGHTSEY & ASSOCIATES

P.O. Box 15489
Hattiesburg, MS 39404
(601) 584-6260

September 1, 2015

Ms. Janet Beech
City of Hattiesburg Engineering Dept.
P.O. Box 1898
Hattiesburg, MS 39403

RE: Appraisal of property at 300 Klondyke Street,
Hattiesburg, MS

Dear Ms. Beech:

In accordance with the your request, I have made an inspection and investigation of the property located at 300 Klondyke Street, Hattiesburg, Mississippi, for the purpose of forming an opinion the Market Value of the property, as of August 26, 2015.

Market Value is defined as the most probable price in cash, terms equivalent to cash, or in other precisely revealed terms, for which the property will sell in an open and competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self interest, and assuming that neither is under undue duress.

NEIGHBORHOOD DESCRIPTION

The subject property is located in a mixed commercial/residential area just south of East Hardy Street and east of the Central Business District of Hattiesburg. There are a variety of commercial and residential properties in the immediate subject area. Properties in the area are generally in excess of fifty years of age, and not all appear to be receiving normal maintenance. The subject area has been relatively stable in the past several years with very little market activity. In the past 3-4 years, the market has been oversupplied with commercial space of all types. This has resulted in rental rates declining somewhat and extended marketing period for properties of this nature. Consultation with local brokers and investors indicates that the marketing period for this property would likely be in the range of 12-18 months.

SITE DESCRIPTION

The subject site is located on the easterly side of Klondyke Street, at the northeasterly corner of the intersection of Klondyke Street and Southern Avenue. It is irregularly shaped and contains approximately 2.25 acres according to tax assessor's records, though this is subject to verification by a professional surveyor or engineer. It is generally level and at street grade. The property has approximately 540 feet of frontage on Klondyke Street and approximately 160 feet of frontage on Southern Avenue. It backs up to what appears to be an abandoned rail line. The property is zoned R-1B, Single Family Residential, according to zoning authorities of the City of Hattiesburg. A plat of the site has been included in the addenda of this report in order to assist the reader in visualizing the site. All public utilities are available or connected to the site. There were no adverse soil or subsoil conditions observed; however, no soil tests have been made as a part of this report. According to flood maps of the area, the property appears to lie in a designated flood area, though this is subject to certification by an engineer or surveyor.

IMPROVEMENTS DESCRIPTION

The subject site is improved with a warehouse building with some office space. The building was constructed in 1951 per tax assessor's records and is of concrete block construction on concrete slab with commercial grade built-up roof. It contains approximately 4,960 square feet of heated and cooled office space. The remainder of this building contains approximately 40,083 square feet of unheated warehouse space. The front of the building has an 11 x 311 foot loading dock. The office area has paneled walls and vinyl and carpeted flooring. It is centrally heated and cooled. The warehouse area is unfinished with concrete floor and block walls. There is approximately 9,000 square feet of concrete paved parking on site. The majority of the property is surrounded by a chain link fence. The improvements appear to be in average/fair condition. The property has been under the present ownership for in excess of five years and the building is currently vacant. The office space does not appear to have been updated in a number of years. As the improvements on the site precede the current zoning laws, it is assumed that the present use is a legal non-conforming use of the property.

HIGHEST AND BEST USE

In order to estimate the Highest and Best Use for the subject, the four criteria for Highest and Best Use were considered. These are 1)physically possible, 2)legally permissible, 3)financially feasible, and 4)maximally productive. After considering these factors, the Highest and Best Use of the site as vacant is estimated to be for residential use. The Highest and Best Use of the property as presently improved is for use as a warehouse/service type facility.

METHOD OF APPRAISAL

In good appraisal practice, three approaches to value are normally used to arrive at a value conclusion for a given property. These approaches are the Sales Comparison Approach, the Cost Approach, and the Income Approach. The Sales Comparison Approach is based on deriving a value indication by comparing properties that have been sold recently to the subject property and adjusting the sales price of the comparables for any basic differences. The Income Approach considers the present value of the future benefits of income and ownership. To estimate the income potential of the subject, comparable rents are obtained and reconciled to the subject, then a deduction is made for anticipated expenses. The resulting net income is then capitalized into value using a rate supported by market data. The Cost Approach provides a value indicator based on the cost to reproduce the improvements less any observed depreciation. The value estimate of the land developed through the Sales Comparison Approach is then added to the depreciated value estimate of the improvements. In the case of the subject property, the Income Approach and Sales Comparison Approaches were utilized to arrive at an opinion of value.

INTENDED USE AND SCOPE OF THE APPRAISAL

This appraisal is intended to assist the client, The City of Hattiesburg, in forming an opinion of value of the subject property for possible gift purposes to the city by the present owner. In preparing this appraisal, the appraiser inspected the subject site and improvements, gathered and confirmed information on comparable sales, comparable rentals, operating expenses, capitalization and yield rates, and applied the Income Approach and Sales Comparison Approach to arrive at an indication of value. The Cost Approach was not utilized due to the age of the improvements. This appraisal report is for the sole purpose and use of the party stated above in forming a value opinion for possible gift purposes. It contains a brief recapitulation of the appraiser's data, analyses, and conclusions. Supporting documentation is retained in the appraiser's file.

RENTAL COMPARABLES

The following comparable rentals were utilized to estimate the market rent for the subject property.

Rent Comparable No. 1

Location: 7322 Highway 49 North, Hattiesburg

Description: Metal/block office & shop building

Tenant: Ryder Truck Service Center

Annual Rent: \$19,200

Rent SF: \$4.69

Concessions: Owner pays taxes, insurance, and maintenance.

Rent Comparable No.2

Location: Highway 49 North, Hattiesburg

Description: Single story metal building. Mainly warehouse space.
Small office area.

Tenant: Bolick Industries

Annual Rent: \$36,000

Rent SF: \$4.57

Concessions: Owner pays taxes, insurance, and exterior maintenance.

Rent Comparable No. 3

Location: 2609 Lincoln Road, Hattiesburg

Description: Single story building. Similar in quality and location.

Tenant: Pet Shop (now vacant)

Annual Rent: \$11,400

Rent SF: \$3.17

Concessions: Owner pays taxes, insurance, exterior maintenance.

Rent Comparable No. 4

Location: 1600 West Pine Street, Hattiesburg

Description: Single story block building. Similar in quality. Shop space.

Tenant: WSN Auto Repair

Annual Rent: \$24,000

Rent SF: \$5.01

Concessions: Owner pays taxes, insurance, and exterior maintenance.

Rent Comparable No. 5

Location: 1600 West Pine Street, Hattiesburg

Description: Single story block building.
Warehouse space.

Tenant: Hattiesburg Clinic

Annual Rent: \$7,200

Rent SF: \$2.55

Concessions: Owner pays taxes, insurance, and exterior maintenance.

Rent Comparable No. 6

Location: 10 Blackwell Blvd, Hattiesburg

Description: One story metal building.
Office and warehouse space.
Completed in 1993.

Tenant: Unknown

Annual Rent: \$35,784

Rent SF: \$5.96

Concessions: Owner pays taxes, insurance, and exterior
maintenance.

After consideration of the above rental data, the economic rental rate for the subject is estimated to be \$2.50 per square foot annually for the heated and cooled areas and \$1.00 per square foot annually for the warehouse space.

Heated and Cooled areas

4,960 sq. ft. @ \$2.50 = \$ 3,500

Warehouse area

40,083 sq. ft. @ \$1.00 = 40,083

Estimated Annual Rent \$43,583

RECONSTRUCTED OPERATING STATEMENT

Gross Income	\$43,580.00
--------------	-------------

Less Vacancy and Collection, 5%	<u>2,179.00</u>
---------------------------------	-----------------

Effective Gross Income	\$41,401.00
------------------------	-------------

Expenses

Taxes	\$7,453.00
-------	------------

Insurance	2,500.00
-----------	----------

Management	2,484.00
------------	----------

Reserves	500.00
----------	--------

Maintenance	<u>2,500.00</u>
-------------	-----------------

\$15,437.00	<u>15,437.00</u>
-------------	------------------

Net Operating Income Estimate	\$25,964.00
-------------------------------	-------------

CAPITALIZATION

The overall rate of capitalization can be expressed as a weighted average of cash flow requirements of mortgage and equity positions. Lenders indicate that financing for the property being appraised can be obtained at a 5.0% interest rate with a 75% loan to value ratio amortized over 15 years. This results in a mortgage constant of .09490. Equity cash flow rates of from 8% to 12% are considered to be normal for real estate investments of this type and with similar risk characteristics. However, the cash flow rate may be influenced by many other factors and are sometimes found to be lower in newer properties and where other special considerations may allow for their reduction. It appears that an equity cash flow rate of 8% is appropriate for the subject. This has been substantiated by Realtors and investors who deal in this type of property.

The overall rate of capitalization using the traditional band of investment analysis is projected as follows:

$$75\% \text{ Mortgage} \times .09490 \text{ Constant} = .071205$$

$$25\% \text{ Equity} \times 8\% \text{ Cash Flow} = \underline{.020000}$$

$$\text{Indicated Overall Rate} \quad .091205$$

This rate is supported by the rate obtained using the Debt Coverage Ratio Formula.

CAPITALIZATION

One method of estimating a capitalization rate that is preferred by lenders considers the current mortgage rates and the ratio of net operating income to debt service. The following is an explanation of the factors considered.

M = The ratio of mortgage money to appraised value or to assumed purchase price. If we assume 75% of purchase will be borrowed as mortgage money, then $M = .75$, though M could be any number from 0 to 100. The loan ratio for transaction is estimated to be 75%.

F = The annual constant for debt service is estimated to be .09490 based on a 15 year loan at 5.00% interest.

DCR = Debt Coverage Ratio-The ratio of operating income to the amount required for debt service (principle plus interest)
This is estimated to be 1.25.

These figures are utilized to arrive at an overall rate of capitalization.

R = The overall capitalization rate developed by multiplying the mortgage ratio (M), the mortgage constant (F), and the debt coverage ratio (DCR). This figure is divided into the net operating income estimate to give a value indication by the income approach.

$$R = M \times F \times DCR$$

$$R = .75 \times .09490 \times 1.25$$

$$R = .088969$$

$$\text{Rounded} = 9\%$$

$$\text{Value} = \$25,964 / .0900 = \$285,488$$

$$\text{Rounded} \quad \$285,500$$

SALES COMPARISON APPROACH

The following sales were utilized in the Sales Comparison Approach.

Improved Sale No. 1

Location: 6975 Highway 49, Hattiesburg
Date: 01/21/2015
Price: \$610,000
Description: Metal building constructed in 1981. Warehouse with some office space (3,834 sf).
Size/SF: 78,760 (office and warehouse)
Price/SF: \$7.75
Comments: Partial flood zone. 5.86 acre site.

Improved Sale No. 2

Location: 70 Rawls Springs Loop, Hattiesburg
Date: 09/05/2006
Price: \$365,000
Description: Block and metal warehouse building constructed in 1979. Some office space (1,598 sf).
Size/SF: 31,258 (office and warehouse)
Price/SF: \$11.68
Comments: Partial flood zone. 3.8 acre site.

The above sales were considered to be the most relevant to the subject's valuation following research of the market. There were few sales of the type of the subject (large warehouse facilities) that have occurred in the subject market segment in the past 10 years. These two sales are the most similar to the subject known to the appraiser following research of the market. Both sales were newer buildings in what are considered to be superior locations to the subject. Both are located on Highway 49 just to the north of Interstate 59. After consideration of time, size, location, condition, and other pertinent factors, the value of the subject property is estimated to be \$7.00 per square foot, including land.

45,043 sq. ft. @ \$7.00 = \$315,301

Rounded to \$315,500

The Value indications from the two approaches are as follows:

Income Approach - \$285,500

Sales Comparison Approach -\$315,500

Normally the most reliance should be placed on the approach to value that has the best supporting data and provides the most logical valuation process for the subject property. In the case of the subject property, this was the Income approach, with some reliance placed on the Sales comparison Approach. After considering all pertinent data and factors, the final opinion of Market Value of the subject property, as of August 26, 2015, was:

THREE HUNDRED THOUSAND DOLLARS

(\$300,000.00)

At your request, this report has been prepared in brief narrative form. All data included in a full narrative report may not be found in this report, but if not, has been retained in my office files in rough form. Most of the supporting data has been included in the report.

Thank you for the opportunity to serve you. If I may be of further service in this matter, please do not hesitate to contact me.

Sincerely,

Stan Lightsey

Stan Lightsey, SRA
Appraisal Institute

ADDENDA

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- the statements contained in this report are true and correct.**
- the reported analyses, opinions, and conclusions are limited only by the reporting assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.**
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved unless otherwise stated.**
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.**
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.**
- My compensation for completing this assignment is not contingent upon the developing or reporting of a predetermined value or a direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.**
- no one provided significant appraisal assistance to the person signing this appraisal unless otherwise noted.**
- unless otherwise noted, the person signing this report has not performed an appraisal or rendered any other service regarding the subject property in the past three years.**
- The Appraisal Institute conducts a voluntary re-certification process for its designated members. I am currently certified under this program.**

Stan Lightsey

Stan Lightsey, SRA

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following limiting conditions:

The legal description furnished is assumed to be correct.

No responsibility is assumed for matters of a legal character nor does the appraiser render any opinion as to title which is assumed to be good. All existing liens and encumbrances have been disregarded unless otherwise noted and the property is appraised as though free and clear and under responsible ownership and competent management.

The appraiser believes to be accurate the information provided by others; but assumes no responsibility for its accuracy.

Possession of this report, or a copy thereof, does not carry with it the right of publication, and neither all nor any part of the contents of this report may be disseminated to the public through media of any type nor may be used for any other purpose other than that specified in the engagement by the client without the previous written consent of the appraiser and client particularly as to the value conclusions, the identity of the appraiser or the firm with which he is employed, or to the SRA designation of The Appraisal Institute.

The appraiser will not be required to give testimony or appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made.

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

Unless otherwise stated in this report, the existence of hazardous substances, including but not limited to asbestos, poly-chlorinated biphenyls, petroleum leakage, mold, or agricultural chemicals; which may or may not be present on the property, or other environmental conditions; were not called to the attention of nor did the appraiser become aware of such during the inspection of the property. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser is not an expert in the environmental field and is not qualified to test for such substances or conditions. If the presence of hazardous substances or environmental conditions may affect the value of the property, the value opinion is predicated on the assumption that there is no such condition in or on the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for such conditions; nor for any expertise or knowledge required to discover them. The client is advised to retain an expert in the field of environmental impact on real estate if such conditions are suspected.

Borrower				
Property Address	300 Klondyke St			
City	Hattiesburg	County	State	MS Zip Code 39401
Lender/Cliant				



Flood Map

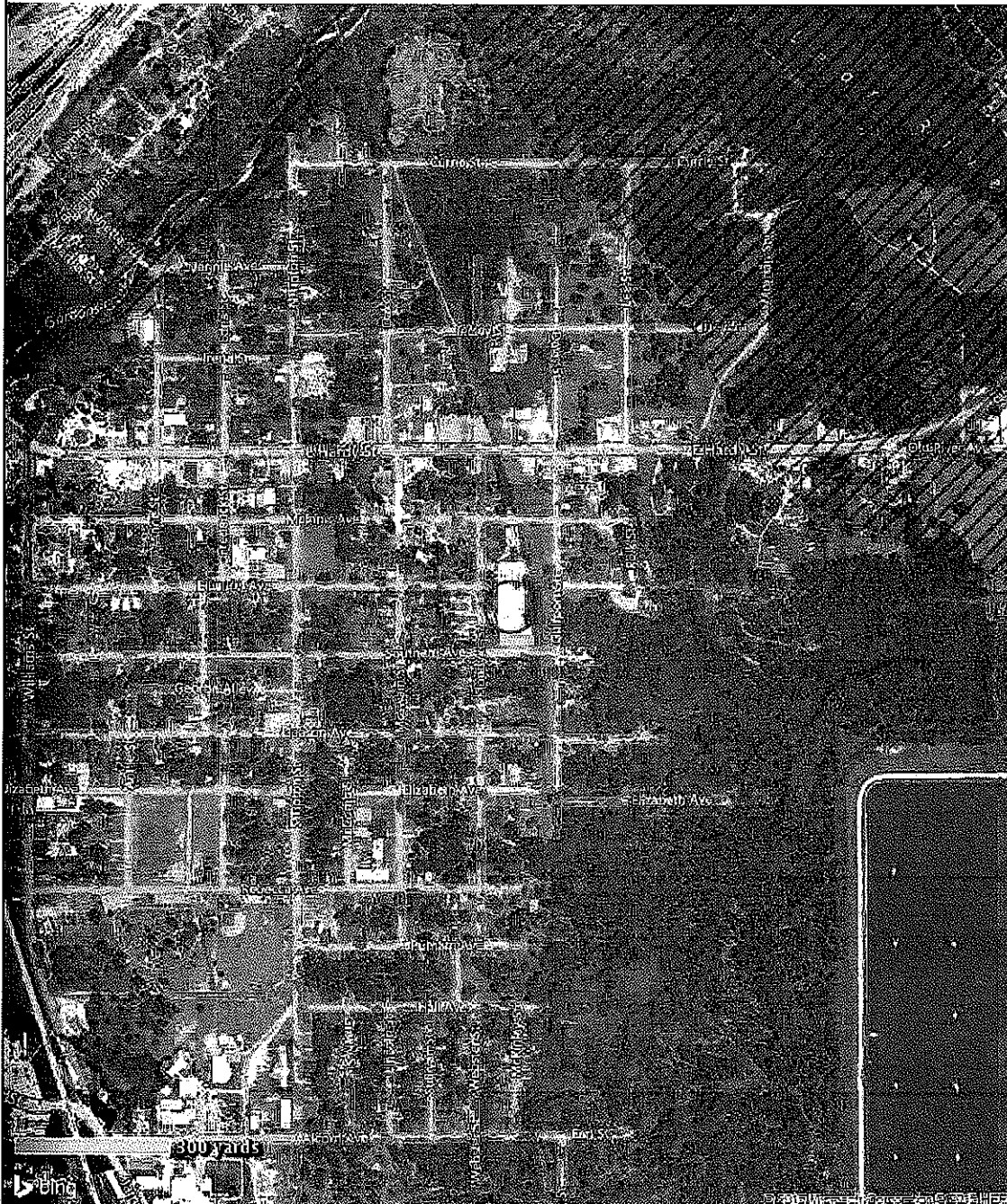
Borrower						
Property Address	300 Klondyke St					
City	Hattiesburg	County		State	MS	Zip Code 39401
Lender/Client						

InterFlood

Prepared for: Lightsey and Associates

300 Klondyke St

Hattiesburg, MS 39401



MAP DATA

FEMA Special Flood Hazard Area **Yes**
 Map Number: **28035C0109E**
 Zone: **AE**
 Map Date: **March 16, 2015**
 FIPS: **28035**

MAP LEGEND

- | | |
|---|---|
| ☐ Areas inundated by 500-year flooding | ☒ Protected Areas |
| ☐ Areas inundated by 100-year flooding | ☒ Floodway |
| ☐ Velocity Hazard | ☐ Subject Area |

Powered by CoreLogic

Plat Map



The materials available at this web site are for informational purposes only and do not constitute a legal document.

Tax Data

Delta Computer Systems

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Link FORREST COUNTY, MS

Current Date 9/ 1/2015

Tax Year 2014
Records Last Updated 9/ 1/2015

PROPERTY DETAIL	
OWNER RUSSELL & ASSOCIATES LEASING L	ACRES : **NA**
P O BOX 350	LAND VALUE : 23590
HATTIESBURG MS 39401	IMPROVEMENTS : 262820
	TOTAL VALUE: 286410
	ASSESSED : 42962

PARCEL 2-030M-11-047.00

ADDRESS KLONDYKE STREET

TAX INFORMATION			
YEAR 2014	TAX DUE	PAID	BALANCE
COUNTY	2628.42	2628.42	0.00
CITY	2037.26	2037.26	0.00
SCHOOL	2787.80	2787.80	0.00
TOTAL	7453.48	7453.48	0.00

A Print Fee May Apply, Contact County For Total.

LAST PAYMENT DATE 1 / 30 / 2015

MISCELLANEOUS INFORMATION	
EXEMPT CODE	LEGAL ALL LT 1-9 LYING W MCRR/W IN
HOMESTEAD CODE	None BLK 6 ALL LT 1-10 LYING W
TAX DISTRICT	1110 MCRR/W IN BLK 7 OF THE D D
PPIN	021234 MCINNIS 2ND SUR B540 P568 6/84
SECTION	11 PREV #H0624-06-001
TOWNSHIP	04N MCINNIS D D 2ND ADD
RANGE	13W

Book 1081

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TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

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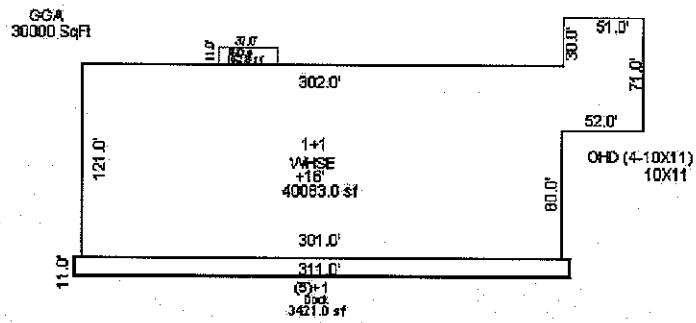
[http://www.deltacomputersystems.com/cgi-lrm5/LRMCIGI02?HTMCNTY=MS18&HTMBASE=C&HTMPPIN=021234&\[9/1/2015 11:26:34 AM\]](http://www.deltacomputersystems.com/cgi-lrm5/LRMCIGI02?HTMCNTY=MS18&HTMBASE=C&HTMPPIN=021234&[9/1/2015 11:26:34 AM])

Building Sketch

(3)+1
Conc Pav
8990 SqFt

(4)+1
FENCE
1440 LF

NOTE:
CK (1)+1
&
(2)+1



62.0'
(2)+1
+15'
OFFICE
4960.0 sf
62.0'

Sketch by Apex IV™

<http://www.deltacomputersystems.com/SKETCHES/MS18/021/021234/02123401.JPG> [9/1/2015 11:25:02 AM]



View of westerly side of building



View of southerly side of building



View of Klondyke Street



View of easterly side of building



View of loading dock area



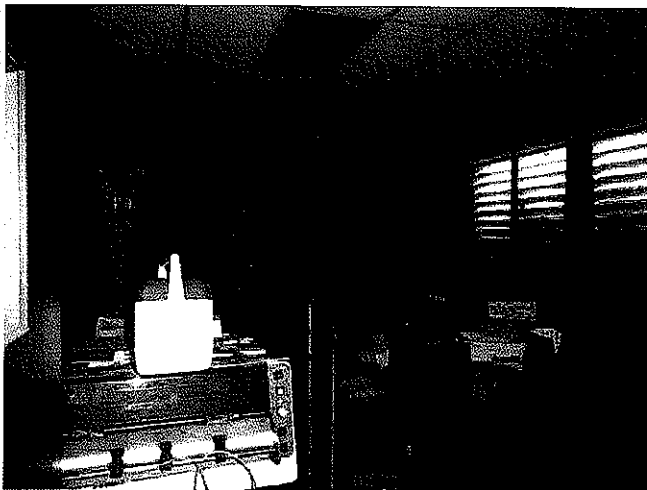
View of northerly side of building



View of northerly side of building



View of loading dock area



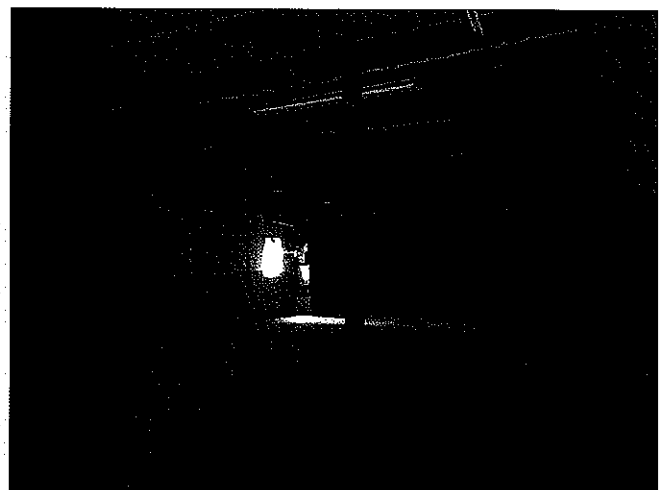
View of office area



View of office area



Warehouse area



Warehouse area

QUALIFICATIONS OF STAN LIGHTSEY, SRA

EDUCATION COMPLETED:

University of Southern Mississippi, B.S. Degree, 1974

Appraisal Institute:

Understanding Limited Appraisal, 1994

The Appraiser as Expert Witness, 1995

Persuasive Styles in Narrative Reporting, 1995

EDI and the Appraisal Process, 1995

Course 410, 1995

Course 420, 1995

The Future of Appraising, 1996

Highest and Best Use Applications, 1996

Environmental Issues, 1996

Appraising & the Internet, 1996

Litigation Skills, 1997

Attacking & Defending an Appraisal in Litigation, 1999

Appraising Partial Interests, 2000

Appraisal of Nonconforming Properties, 2000

Subdivision Analysis, 2001

Course 430, 2001

Special Purpose Properties, 2002

The Technology Assisted Appraiser, 2003

Course 400, 2003

Complex Residential Properties, 2004

Mathematically Modeling Real Estate Data, 2004

Professional's Guide to the URAR, 2005

Residential Sales Comparison Approach, 2005

USPAP Update, 2005

Appraising Environmentally Contaminated Properties, 2006

Appraising Manufactured Housing, 2007

Convenience Stores and Retail Fuel Concessions, 2008

Declining Markets and Sales Concessions, 2008

New Residential Market Conditions Form, 2009

Business Practices and Ethics, 2009

Appraising Distressed Commercial Real Estate, 2009

Market Conditions, 2009

Analyzing the Effects of Environmental Contamination on Real Property, 2010

USPAP Update, 2011

Quality Assurance in Residential Appraisals, 2011

The Lending World in Crisis, 2012

Curriculum Overview, 2013

Business Practice and Ethics, 2014

Supervising Appraisal Trainees, 2014

New Technology for Real Estate Appraisers, 2014

USPAP Update, 2014

Data Verification-2015

MEMBERSHIPS AND APPOINTMENTS:

SRA, The Appraisal Institute

SRA Admissions Committee, The Appraisal Institute

Assistant Regional Member, Review & Counseling Division, the Appraisal Institute

Offices held in Mississippi Chapter of Appraisal Institute:

President-1994

Vice President-1993

Secretary-1992

Director-Two separate terms, last ending in 2009

EMPLOYMENT HISTORY:

Spencer Murphree 1977-1979

Jack Gieger & Associates 1979-1984

Lightsey & Associates 1984-Present

PARTIAL CLIENT LIST:

BancorpSouth Bank

Regions Bank

Hancock Bank

Priority One Bank

Citizens' Bank

FNMA

City of Hattiesburg

City of Columbia

FDIC

Navy Federal Credit Union

Bankplus

University of Southern Mississippi

Forrest General Hospital

Prudential

Forrest County, MS

Jeff Davis County, MS

U. S. Dept. of Justice

Ashland

The First, ANBA

Great Southern National Bank

Trustmark National Bank

Community Bank

First Southern Bank

FHLMC

City of Petal

City of Lumberton

MDOT

Keesler Federal Credit Union

Georgia Pacific

William Carey University

Hattiesburg Clinic

Cartus Corp.

Lamar County, MS

Pearl River County, MS

FBI

Qualified as expert witness in Special Courts of Eminent Domain, County Courts, Circuit Courts, Chancery Courts, and Federal District Court.

PREPARED BY:

Annie L. Amos
Attorney-at-Law
1331 N. Main Street
Hattiesburg, MS 39401
(601) 336-8833

RETURN TO:

City of Hattiesburg
P O Box 1898
200 Forrest Street
Hattiesburg, MS 39403-1898
(601) 545-4501

INDEXING INSTRUCTIONS: (See Exhibit "A")

**COUNTY OF FORREST
STATE OF MISSISSIPPI**

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, I the undersigned Grantor,

**Russell & Associates Leasing, LLC
A Limited Liability Company
804 South 18th Avenue
Hattiesburg, MS 39401
Phone: (601) 584-95811**

does hereby donate, convey and warrant unto

**City of Hattiesburg, Mississippi
A Mississippi Municipality
P O Box 1898
200 Forrest Street
Hattiesburg, MS 39401-1898
Phone: (601) 545-4501**

the following described real property, lying and being situated in Forrest County, Mississippi, more particularly described as follows, to-wit:

(See Exhibit "A" attached)

The above conveyance is subject to any and valid and existing mineral leases, exceptions, reservations, and conveyances and to any existing easements, grants, or rights-of-way for public roads, streets and alleys and for electric, telephone, gas, water, drainage, sewage, or similar utility purposes which affect or relate to the property and which are on file in the Chancery Clerk's Office of Forrest County, Mississippi.

This Deed is executed subject to an Agreement between the Grantor and Grantee executed simultaneously herewith, and the provisions thereof are incorporated herein by reference.

WITNESS MY SIGNATURE on this the _____ day of _____, A.D., 2015.

Grantor: Russell & Associates Leasing, LLC

By: _____
William T. Russell, Jr., owner

WITNESS MY SIGNATURE on this the _____ day of _____, A.D., 2015.

Grantee: City of Hattiesburg, Mississippi

By: _____
Johnny L. Dupree, Mayor

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY CAME AND APPEARED BEFORE ME the undersigned authority in and for said County and State the within named, William T. Russell, Jr., owner of Russell & Associates Leasing, LLC, personally known to me or proven to me by sufficient identification, who acknowledged that after being duly authorized by the Company, he in his official capacity signed, executed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned for the purpose therein stated.

SWORN TO AND SUBSCRIBED BEFORE ME on this the _____ day of _____, A.D., 2015.

NOTARY PUBLIC

SEAL

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY CAME AND APPEARED BEFORE ME the undersigned authority in and for said County and State the within named, Johnny L. Dupree, Mayor of the City of Hattiesburg, Mississippi, personally known to me or proven to me by sufficient identification, who acknowledged that after being duly authorized by the City Council, he in his official capacity signed, executed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned for the purpose therein stated;

SWORN TO AND SUBSCRIBED BEFORE ME on this the _____ day, _____,
A.D., 2015.

NOTARY PUBLIC

SEAL

EXHIBIT "A"

All of Lots 1, 2, 3, 4 and 5, and that part of Lots 6, 7, 8, and 9 lying West of the Mississippi Central Railroad right-of-way, all in Block 6, and all of Lots 1, 2, 3, 4 and 5 and that part of Lots, 6, 7, 8, 9, and 10 lying West of the Mississippi Central Railroad right-of-way, all in Block 7 of the D.D. McInnis Second Survey of the City of Hattiesburg, Forrest County, Mississippi, together with the closed and vacated portion of Laurel Avenue lying between that portion of the land above described in said Block 6 of the D.D. McInnis Second Survey and that portion of the land above described lying in said Block 7 of the D.D. McInnis Second Survey, and together with the closed and vacated alley intersecting said Block 6 of the D.D. McInnis Second Survey, and together with the closed and vacated alley intersecting said Block 7 of the D.D. McInnis Second Survey, all as shown by and according to the map or plat of the said D.D. McInnis Second Survey now on file and of record in the office of the Clerk of Chancery Court of Forrest County, Mississippi, together with all buildings and improvements thereon and all appurtenances thereunto belonging, but subject to all previously recorded and otherwise valid and outstanding exceptions, reservations, conveyances, leases and other dispositions of interests to any oil, gas or other minerals therein, thereon or thereunder.

PREPARED BY:

Annie L. Amos
Attorney-at-Law
1331 N. Main Street
Hattiesburg, MS 39401
(601) 336-8833

RETURN TO:

City of Hattiesburg
P O Box 1898
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INDEXING INSTRUCTIONS: (See Exhibit "A")

**COUNTY OF FORREST
STATE OF MISSISSIPPI**

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, I the undersigned Grantor,

**Russell & Associates Leasing, LLC
A Limited Liability Company
804 South 18th Avenue
Hattiesburg, MS 39401
Phone: (601) 584-9581**

does hereby donate, convey and warrant unto

**City of Hattiesburg, Mississippi
A Mississippi Municipality
P O Box 1898
200 Forrest Street
Hattiesburg, MS 39401-1898
Phone: (601) 545-4501**

the following described real property, lying and being situated in Forrest County, Mississippi, more particularly described as follows, to-wit:

(See Exhibit "A" attached)

The above conveyance is subject to any and all easements, assessments of right of ways on file in the Chancery Clerk's Office of Forrest County, Mississippi.

WITNESS MY SIGNATURE on this the _____ day of _____, A.D., 2015.

Grantor: Russell & Associates Leasing, LLC

By: _____
William T. Russell, Jr., owner

WITNESS MY SIGNATURE on this the _____ day of _____, A.D., 2015.

Grantee: City of Hattiesburg, Mississippi

By: _____
Johnny L. Dupree, Mayor

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY CAME AND APPEARED BEFORE ME the undersigned authority in and for said County and State the within named, William T. Russell, Jr., owner of Russell & Associates Leasing, LLC, personally known to me or proven to me by sufficient identification, who acknowledged that after being duly authorized by the Company, he in his official capacity signed, executed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned for the purpose therein stated.

SWORN TO AND SUBSCRIBED BEFORE ME on this the _____ day of _____, A.D., 2015.

NOTARY PUBLIC

SEAL

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY CAME AND APPEARED BEFORE ME the undersigned authority in and for said County and State the within named, Johnny L. Dupree, Mayor of the City of Hattiesburg, Mississippi, personally known to me or proven to me by sufficient identification, who acknowledged that after being duly authorized by the City Council, he in his official capacity signed, executed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned for the purpose therein stated;

SWORN TO AND SUBSCRIBED BEFORE ME on this the _____ day of _____, A.D., 2015.

NOTARY PUBLIC

EXHIBIT "A"

All of Lots 1, 2, 3, 4 and 5, and that part of Lots 6, 7, 8, and 9 lying West of the Mississippi Central Railroad right-of-way, all in Block 6, and all of Lots 1, 2, 3, 4 and 5 and that part of Lots, 6, 7, 8, 9, and 10 lying West of the Mississippi Central Railroad right-of-way, all in Block 7 of the D.D. McInnis Second Survey of the City of Hattiesburg, Forrest County, Mississippi, together with the closed and vacated portion of Laurel Avenue lying between that portion of the land above described in said Block 6 of the D.D. McInnis Second Survey and that portion of the land above described lying in said Block 7 of the D.D. McInnis Second Survey, and together with the closed and vacated alley intersecting said Block 6 of the D.D. McInnis Second Survey, and together with the closed and vacated alley intersecting said Block 7 of the D.D. McInnis Second Survey, all as shown by and according to the map or plat of the said D.D. McInnis Second Survey now on file and of record in the office of the Clerk of Chancery Court of Forrest County, Mississippi, together with all buildings and improvements thereon and all appurtenances thereunto belonging, but subject to all previously recorded and otherwise valid and outstanding exceptions, reservations, conveyances, leases and other dispositions of interests to any oil, gas or other minerals therein, thereon or thereunder.

AGREEMENT

This Agreement hereinafter the "Agreement" is entered into this the _____ day of _____, 2015, for the transfer of certain real property is made and entered into between the City of Hattiesburg, Mississippi, acting by and through its Mayor and City Council, hereinafter "Donee" and Russell & Associates Leasing, LLC, a Mississippi Limited Liability Company, hereinafter "Donor", to evidence their agreement, understandings, and obligations as to the transfer of real property located at 300 Klondyke Street, Hattiesburg, Mississippi, as follows:

RECITALS

This Agreement is made and entered into on the basis of the following facts and understandings of the parties hereto:

- A. That the Donor herein is the fee simple owner of the proper to be transferred.
- B. That the Donor grants to Donee the Property on an "as is" "where is" and "with all faults" basis.
- C. That the Donee is given full and complete opportunity to conduct its own investigation as to any matter, fact or issue that might influence Donee's decision to accept the Property from Donor. Accordingly, Donee is willing to accept the Property from Donor without any representations or warranties regarding the Property and on an "as is" "where is" and "with all faults" basis other than a warranty as to ownership.

AGREEMENT

1. DONATION

1.1 That the appraised value of the property to be donated is Three Hundred Thousand and No/100 (\$300,000.00) Dollars per the appraisal of Stan Lightsey.

1.2 That the Donor has agreed to Donate the property to the Donee in consideration of the Donee paying the 2015 property taxes on said property in the amount of Seven Thousand Four Hundred Fifty-three and 48/100 (\$7,453.48) Dollars or the actual amount thereof and to pay Five Thousand and No/100 (\$5,000.00) Dollars to assist the donor in cost of vacating the premises.

1.3 **Costs.** Donee shall pay all costs associated with the transfer of the Property, including, but not limited to attorney's fees, agents fees and recording costs ("Costs).

1.4 **Transfer.** Donor agrees to donate the Property to Donee and Donee agrees to accept the Property from Donor on the terms and conditions set forth herein. In consideration of Donor's transfer of the Property to Donee, Donee shall perform all of Donee's obligations hereunder including but not limited to the release set forth in Section 2.2 of this Agreement.

- 1.5 That the Donor has sixty (60) days from the date of the signing of this Agreement to remove

all personal property and belonging the Donor may have in the buildings and on the property and to have any and all tenants and their personal property and belonging removed within sixty (60) days of the signing of this Agreement. That the Donee shall render reasonable assistance to the Donor as to the removal of Donor's personal property and belongings. That all tenants will be responsible for removing their personal property, belongings, vehicles, etc., from the property within sixty (60) days of the date of the signing of this Agreement. That any personal property, belongings, vehicles, etc., remaining on the property at the end of sixty (60) days shall become the property of the Donee and Donee may dispose of said property as Donee sees fit.

- 1.6 **Title**. Title shall be transferred on the Closing Date via a warranty deed.

- 1.7 **Further Assurances**. Donee and Donor agree to execute all instruments and documents and

to take all actions reasonably necessary and appropriate to consummate the transfer and donation of the Property and shall use their best efforts to close in a timely manner.

2. **ACKNOWLEDGEMENTS AND RELEASE**

2.1 **DONEE'S ACKNOWLEDGEMENTS**: Donee acknowledges that Donee is accepting the Property solely in reliance on Donee's own investigation, and the property is in "as is" "where is" condition with all faults and defects, latent or otherwise. Donee expressly acknowledges that, in consideration of the agreement of Donor herein, and except as otherwise specified herein, Donor makes and has made no representations or warranties, express or implied, or arising by operation of law, including, but not limited to, any warranty as to condition, merchantability or fitness for a particular use or purpose, with respect to the property or any matter related thereto, or (without limitation) to any of the following matters:

a. **Soils, Etc.** Soils, seismic, hydrological, geological and topographical conditions and configurations.

b. **Artifacts**. Archaeological, prehistoric and historic artifacts, remains and relics.

c. **Endangered Species**. Endangered plant, animal and insect species.

d. **Hazardous Materials**. Hazardous materials and other environmental conditions, including without limitation, lead-based paint, asbestos and mold.

e. **Physical Defects**. Physical and mechanical defects in or on any Property, including without limitation, the plumbing, heating, air conditioning and electrical systems and the roof, floor, ceilings, walls and other internal structural components of any buildings or improvements.

f. **Land and Floor Area**. The area of the land and the square footage contained in any buildings or improvements.

g. Utilities, Schools, Etc. Availability of adequate utilities, water, schools, public access, and fire and police protection

h. Assessment Districts. The status and nature of any assessment districts and the amount of any assessment liability.

i. Planning and Zoning. Present, past or future conformity of any Property with planning, building, zoning, subdivision and development statutes, ordinances, regulations and permits, the general plan and the specific plan.

j. Development Fees. The character and amount of any fee, charge or other consideration which must be paid by Donee to develop any Property.

k. Title. The condition of title to any Property, including but not limited to the existence of any easement, license or encroachment whether or not a matter of public record, and whether or not visible upon inspection of such Property.

l. Taxes. The status of any general or special real property taxes or assessments or personal property taxes or any other taxes and assessments applicable to the Property.

m. Owner's Association. The financial condition of any owner's association, including, without limitation, the adequacy of any reserves held by any owner's association.

n. Other Matters. Any other matter relating to any Property or to the development or operation of any Property, including, but not limited to, value, feasibility, cost, governmental permissions or entitlements, marketability and investment return.

2.2 RELEASE

- a. RELEASE. Donee fully releases and discharges Donor and William T. Russell, Jr., from and relinquishes all rights, claims and actions that Donee may have or acquire against Donor and William T. Russell, Jr., which arise out of or in any way connected with the condition or the property, including without limitation (a) any matter set forth in 2.1 above, (b) the presence of hazardous materials on, under or about any property, (including, but not limited to any undiscovered hazardous materials located beneath the surface of the property) and (c) violations of any hazardous materials laws pertaining to the property or the activities thereon. This applies to all described rights, claims and actions, whether known or unknown, for seen or unforeseen, present or future.

b. **MEANING.** For purposes of this section 2.2, all references to “Donor” shall include (a) Donor’s parent, subsidiary and affiliate corporations, (b) Donor’s directors, officers, shareholders, employees and agents and (c) the heirs, successors, personal representatives and assigns of Donor’s directors, officers, shareholders, employees and agents.

c. **EFFECTIVENESS.** The provisions of this section 2 shall be effective as of the date of signing of this document and shall survive the termination date of this Agreement.

3. **CLOSING DATE.** If the closing date does not timely occur due to the default of the Donee, (a) Donee shall have no further right to receive the Property and (b) Donor shall be free to dispose of the Property in any way it sees fit.

3.1 **GENERAL PROVISIONS.**

3.2 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

3.3 **Entire Agreement.** This Agreement contains the entire agreement between the parties concerning the Donation and sale of the Property, and supersedes all prior written or oral agreements between the parties to this Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both Donor and Donee.

3.4 **Time of Essence.** Donor and Donee hereby acknowledge and agree that time is strictly of the essence with respect to each term and condition of this Agreement and shall the failure to timely perform any of the terms and condition by either party shall constitute a breach and default under this Agreement by the party failing to so perform.

3.5 **Partial Invalidity.** If any portion of the Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Agreement.

3.6 **Governing Law.** The parties intend and agree that this Donation shall be governed by and construed in accordance with the laws of the state in which the Property is located.

3.7 **No Third Parties Benefits.** No person other than Donor and Donee, shall have any rights of action under the Agreement.

3.8 **Waivers.** No waiver by either party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either party of the same or any other provision.

3.9 **Captions.** The captions and Section numbers of this Agreement are for convenience and in

no way define or limit the scope or intent of the Sections of this Agreement.

3.10 **Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

3.11 **No Presumption.** All the parties hereto and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement and all documents attached as exhibits. Accordingly, such documents shall be construed without regard to any presumption or other rule of construction whereby any ambiguities within this Agreement would be construed or interpreted against the party causing the document to be drafted.

3.12 **Notices.** Any notices or other communication required or permitted under this Agreement shall be in writing, and shall be (a) personally delivered, or (b) sent by certified or registered United States mail, postage prepaid, return receipt requested, or (c) by overnight delivery by a reputable courier to the address of the party set forth in this Section or (d) telecopied to the Fax number of the party set forth in this Section. Such notice or communication shall be deemed given (i) if sent by personal deliver or by overnight courier, when delivered in person, (ii) if sent by Telecopier, when evidence of successful transmission by Telecopier has been received by sender, or, (iii) in the case of mailed notice, forty-eight (48) hours following deposit in the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

If to the Donor: William T. Russell, Jr.
Russell & Associates Leasing, LLC
804 South 18th Avenue
Hattiesburg, MS 39401

If to the Donee: City of Hattiesburg
Attention: Johnny L. Dupree, Mayor
P O Box 1898
Hattiesburg, MS 39403-1898

With a Copy to: City of Hattiesburg
Attention: City Attorney
P O Box 1898
Hattiesburg, MS 39403-1898

4.12 **Joint and Several.** If more than one person or entity has executed this Agreement as Donee, the obligations of all such persons or entities hereunder shall be joint and several

Donor: Russell & Associates Leasing, LLC

By: _____
William T. Russell, Jr., Owner

Donee: City of Hattiesburg, Mississippi

By: _____
Johnny L. Dupree, Mayor

Exhibit "A"

All of Lots 1, 2, 3, 4 and 5, and that part of Lots 6, 7, 8, and 9 lying West of the Mississippi Central Railroad right-of-way, all in Block 6, and all of Lots 1, 2, 3, 4 and 5 and that part of Lots, 6, 7, 8, 9, and 10 lying West of the Mississippi Central Railroad right-of-way, all in Block 7 of the D.D. McInnis Second Survey of the City of Hattiesburg, Forrest County, Mississippi, together with the closed and vacated portion of Laurel Avenue lying between that portion of the land above described in said Block 6 of the D.D. McInnis Second Survey and that portion of the land above described lying in said Block 7 of the D.D. McInnis Second Survey, and together with the closed and vacated alley intersecting said Block 6 of the D.D. McInnis Second Survey, and together with the closed and vacated alley intersecting said Block 7 of the D.D. McInnis Second Survey, all as shown by and according to the map or plat of the said D.D. McInnis Second Survey now on file and of record in the office of the Clerk of Chancery Court of Forrest County, Mississippi, together with all buildings and improvements thereon and all appurtenances thereunto belonging, but subject to all previously recorded and otherwise valid and outstanding exceptions, reservations, conveyances, leases and other dispositions of interests to any oil, gas or other minerals therein, thereon or thereunder.



City of Hattiesburg, MS

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

Master

File Number: 2015-2229

File ID: 2015-2229

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 10/26/2015

Brief Title: Approve property acquisitions for SRTS-Hawkins

Final Action: 11/03/2015

Minute Book Number: MB2015-328

Title:

Approve property acquisitions per attachment for Tax Parcel No. 2-029K-09-224.00 for Safe Routes to School - Hawkins Elementary Project SRSP7207-00(004)LPA/106877-701000; Authorize the issuance of a manual check to Jackson & Arrington Escrow Account for closing of transactions totaling Eight Thousand Nine Hundred Sixty and no/100 Dollars (\$ 8,960.00).

Notes:

Sponsors:

Enactment Date:

Attachments: SRTS-HAWKINS PROPERTY ACQUISITIONS, James Donald, Jr., Lawanda Donald, Edna McKinley, Sandra Henderson, James A. Donald, Thomas Donald, Jr., Kenneth Donald, Glen P. Donald, Phillip C. Donald, Gary W. Donald, Carlos Donald, Deborah Washington, Frederick Conner, Emma Donald, et al

Enactment Number:

Contact:

Meeting Date: 11/03/2015

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	11/03/2015	Approve				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Approve property acquisitions per attachment for Tax Parcel No. 2-029K-09-224.00 for Safe Routes to School - Hawkins Elementary Project SRSP7207-00(004)LPA/106877-701000; Authorize the issuance of a manual check to Jackson & Arrington Escrow Account for closing of transactions totaling Eight Thousand Nine Hundred Sixty and no/100 Dollars (\$ 8,960.00).							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2015-2229

Title

Approve property acquisitions per attachment for Tax Parcel No. 2-029K-09-224.00 for Safe Routes to School - Hawkins Elementary Project SRSP7207-00(004)LPA/106877-701000; Authorize the issuance of a manual check to Jackson & Arrington Escrow Account for closing of transactions totaling Eight Thousand Nine Hundred Sixty and no/100 Dollars (\$ 8,960.00).

Summary

Approve property acquisitions per attachment for Tax Parcel No. 2-029K-09-224.00 for Safe Routes to School - Hawkins Elementary Project SRSP7207-00(004)LPA/106877-701000; Authorize the issuance of a manual check to Jackson & Arrington Escrow Account for closing of transactions totaling Eight Thousand Nine Hundred Sixty and no/100 Dollars (\$ 8,960.00).

Budget Information

072201.7000

Expenditure Type

Purchasing Item

Publication Information

SAFE ROUTES TO SCHOOL - HAWKINS ELEMENTARY
PROPERTY ACQUISITIONS
SRSP 7207-00(004)LPA/106877-701000

GRANTOR	TAX PARCEL NO.	AMOUNT
EMMA DONALD 5321 WAGON TRACK CT. FORT WORTH, TX 76132 (817) 975-0829	2-029K-09-224.00	\$ 876.00
FREDERICK CONNER 1811 CHOCTAW STREET HATTIESBURG, MS 39401 (601) 582-9662	2-029K-09-224.00	\$ 219.00
DEBORAH WASHINGTON 2811 IVYWOOD CT. SAN JOSE, CA 95121 (408) 250-1692	2-029K-09-224.00	\$ 876.00
CARLOS DONALD 1382 DARRYL DRIVE SAN JOSE, CA 95130 (669) 300-2560	2-029K-09-224.00	\$ 876.00
GARY W. DONALD 405 OAKVIEW DRIVE GRAND PRAIRIE, TX 75050 (214) 529-5120	2-029K-09-224.00	\$ 876.00
PHILLIP C. DONALD 2050 GARDEN SPRINGS DR., APT 208 LEXINGTON, KY 40504 (859) 537-8930	2-029K-09-224.00	\$ 876.00
GLEN P. DONALD 16125 GLENWOOD ST. MOSS POINT, MS 39562 (228) 623-5841	2-029K-09-224.00	\$ 876.00
KENNETH DONALD 1751 HARMONY HILL CT LITHONIA, GA 30058 (337) 936-9694	2-029K-09-224.00	\$ 219.00
THOMAS DONALD, JR. 1150 EAST TOWN DR. IOWA, LA 70647 (337) 474-0202	2-029K-09-224.00	\$ 219.00
JAMES A DONALD 5270 MEDHURST PLACE JACKSON, MS 39206 (601) 981-0050	2-029K-09-224.00	\$ 876.00

SAFE ROUTES TO SCHOOL - HAWKINS ELEMENTARY
PROPERTY ACQUISITIONS
SRSP 7207-00(004)LPA/106877-701000

SANDRA HENDERSON 25001 COPA DEL ORO DR., #204 HAYWARD, CA 94545 (510) 861-3240	2-029K-09-224.00	\$ 876.00
EDNA McKINLEY 1925 RAINIER DR. MARTINEZ, CA 94553 (925) 957-9355	2-029K-09-224.00	\$ 876.00
LAWANDA DONALD 1024 4TH AVENUE LAKE CHARLES, LA 70601 (337) 436-8692	2-029K-09-224.00	\$ 219.00
JAMES DONALD, JR. 321 SAN ANTONIO ST. HATTIESBURG, MS 39401	2-029K-09-224.00	\$ 200.00

TOTAL AMOUNT \$ 8,960.00

JACKSON & ARRINGTON, PLLC

ATTORNEYS AT LAW
309 SOUTH 40TH AVENUE
HATTIESBURG, MISSISSIPPI 39402

ROBERT T. JACKSON, SR.
ROBERT T. JACKSON, JR.
DEREK R. ARRINGTON
C. NEIL ROGERS
ROBERT W. CLARK

MAILING ADDRESS:
P. O. BOX 15517
HATTIESBURG, MS 39404-5517

TELEPHONE: (601) 264-3309
FACSIMILE: (601) 264-6044
E-mail: rjjc@jacksonfirm.com

June 30, 2015

Certified Mail

Return Receipt Requested 7012 1010 0001 5049 5341

Mr. James Donald, Jr.
321 San Antonio Street
Hattiesburg, MS 39401

RE: City of Hattiesburg, Safe Routes to School Project
Project No: SRSP-7207-00(004) LPA106877-701000/1235-081 (SDW)
Project Parcel No. GC-224-W (Hawkins Project Parcel 1)
County Tax Parcel No. 2-029K-09-224.00

Dear Mr. Donald:

We represent the City of Hattiesburg in the acquisition of property along Gordon's Creek from Green Street to West Street, where your rental home is located, in order that the City may construct a sidewalk so that children can safely walk to and from Hawkins Elementary School. I think you are already aware of the improvements the City is making, but I'd be happy to review this with you if you'd like.

Your father, Reverend James Donald, Sr., indicated to us that the personal property located on the storage shed at the back of the lot belongs to you, and that you would be willing to abandon said property and let the City dispose of it for a nominal fee. These items include, but are not limited to, furniture, toys and lawn equipment which have been exposed to the weather.

The City would like to offer you **\$200.00** in exchange for abandoning the items, should this matter be settled with all of the heirs and the property sold to the City for the construction of the sidewalk. Please note, by accepting this offer, you are relinquishing your claim to the personal property in the shed, as well as any monies the City would pay for relocation of the items. By way of explanation, relocation of the items would involve the City paying to have the items moved so that you may keep them.

If you accept this offer, please sign the bottom of this letter, along with the enclosed form and W-9, and return them to us in the enclosed self-addressed, stamped envelope. Once we have received all of the paperwork back from the property owners, we will present all payments to the City for approval and conduct a closing in which you will receive payment.

June 30, 2015

Page 2

Should you have any questions, please feel free to contact my legal assistant, Helen Viskup, at 601-264-3309.

Thank you for your attention and cooperation in this matter.

With best regards,

Very truly yours,

JACKSON & ARRINGTON, PLLC



Robert T. Jackson, Jr.

RTJjr:hv
Enclosures

I hereby acknowledge that I am the sole owner of the aforementioned personal property, that I understand the above and foregoing letter and accept the offer of \$200.00 to abandon said personal property in the metal shed located at the back of the lot at 321 San Antonio Street, Hattiesburg, MS 39401, which will be removed by the City of Hattiesburg or its assigns. I further acknowledge and understand that the payment of \$200.00 is full and complete payment for said items and I relinquish my right to have said personal property moved to another location by the by the City so that I may retain said personal property and receive a relocation payment for same.



James Donald, Jr.

Dated: 7/31/15

City of Hattiesburg
Abandonment of Personal Property

City of Hattiesburg, Safe Routes to School Project
Project No: SRSP-7207-00(004) LPA106877-701000/1235-081 (SDW)
Project Parcel No. GC-224-W (Hawkins Project Parcel 1)
County Tax Parcel No. 2-029K-09-224.00
Forrest County, Mississippi

Mr. James A. Donald, Jr.

I, Mr. James A. Donald, Jr., sole owner, hereby abandon the following personal property:

Furniture, Toys, Lawn Equipment, and any other personal property located in the metal shed located on the property to be taken by the City of Hattiesburg at 321 San Antonio Street, Hattiesburg, MS 39401.

I further give the City of Hattiesburg, or its assigns, permission to remove said personal property from the above-identified parcel, at the City's expense.

7/31/15

Date

8/6/15

Date

James Donald Jr.

James Donald, Jr.

Robert T. Jackson, Jr.

Robert T. Jackson, Jr.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <u>James Donald, Jr.</u>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Other (see instructions) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) <u>321 San Antonio Street</u>	Requester's name and address (optional)
6 City, state, and ZIP code <u>Hattiesburg, MS 39401</u>	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
4	2	7	-	6	1	-	0	8
1	0							
or								
Employer identification number								
			-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

James Donald, Jr.

Date ▶

7/31/15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

City of Hattiesburg
Dept of Engineering
P. O. Box 1898
Hattiesburg, MS 39403-1898
Phone: (601) 545-4540
Account No.

Grantor Address:

Lawanda Donald
1020 4th Ave
Lake Charles, LA
Phone: (337) 476-8692

WARRANTY DEED

INDEXING INSTRUCTIONS:

Lots 4 & 5, Block 14, John Kamper Subdivision of Blocks D & E of the John Kamper Addition and Map of the C. J. Miller Addition No. 3, City of Hattiesburg, Forrest County, Mississippi

Initial

LO

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

FOR AND IN CONSIDERATION of Two Hundred Nineteen and 00/100 Dollars (\$219.00) the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation, all of my right, title and interest in and to the following described land:

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(2011), as developed by Shows, Dearman and Waits for the City of Hattiesburg Gordon's Creek Project.

A part of Lots 4 and 5 of Block 14 of the John Kamper Subdivision of Blocks D and E of the John Kamper Addition to the City of Hattiesburg and CJ Miller Addition No. 3, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file in the Office of the Chancery Clerk of said Forrest County and being more particularly described as follows:

- **Beginning at a $\frac{3}{4}$ Inch Round Pin representing the Northwest Corner of said Lot 5 and having a Grid Value of N 665,555.81 feet and E 838,620.69 feet on the above referenced East Zone Grid;**
- **thence run S89°30'35"E along the North Line of said Block 14 for 62.38 feet to a $\frac{1}{2}$ Inch Rebar representing the Northeast Corner of the Grantor's Property,**
- **thence run S00°01'20"W along the East Line of the Grantor's Property for 55.73 feet to a $\frac{1}{2}$ Inch Rebar,**
- **thence run S89°58'50"W for 62.40 feet to a $\frac{1}{2}$ Inch Rebar representing a Point on the West Line of said Lot 5,**
- **thence run N00°02'18"E along said West Line for 56.28 feet to the Point of Beginning;**
- **comprising 0.08 Acres (3,494 Square Feet), more or less.**

Grantor herein acknowledges that she is one of four surviving heirs at law of Thomas E. Donald, Deceased, said heirs being Grantor herein, Thomas Donald, Jr., Kenneth Donald, and Frederick Connor. By this instrument, Lawanda Donald is conveying all of her right, title and interest in and to the above described property.

Initial LD

**Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00**

**SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)**

It is the intent of this description to convey that portion of Grantor's property lying within the proposed right-of-way of the above referenced project, as well as any and all appurtenances thereunto belonging.

Conveyance of oil, gas and mineral interests are specifically excepted from this conveyance.

The Grantor herein further warrants that the above described property is no part of their homestead.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed project, change of grade, water damage, and/or any other damage, right or claim whatsoever. The Grantor has been fully informed of his right to receive just compensation.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the Grantor on this, the 27th day of July, A.D., 2015.


Lawanda Donald

STATE OF LA
COUNTY/PARISH OF Calcasieu

27 day of July, 2015, PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this day of July, 2015, within my jurisdiction, the within named **Lawanda Donald**, who acknowledged that she executed the above and foregoing instrument.


NOTARY PUBLIC

My Commission Expires:

Commission is til death

Initial LD

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)



EXHIBIT "A"

STATE OF Louisiana
COUNTY/PARISH OF Calcasieu

HEIRSHIP AFFIDAVIT

PERSONALLY came and appeared before me, the undersigned authority in and for the
aforementioned county and state, the within named Alice Lartigue Milburn, who first being duly
sworn upon his/her oath states as follows, to-wit:

1. My name is Alice Lartigue Milburn. I am a resident of Calcasieu County/Parish,
Louisiana and I am over the age of 59 (60) years.

2. I have known the family of Thomas E. Donald Sr., deceased, for 30 years.

3. That this Affidavit is given on my personal knowledge and belief.

4. That said Thomas E. Donald, Sr., was a widower at the time of his death in 2013, his wife,
Marian Harold Donald, having predeceased him. That he had four and only four (4) children; namely,
Thomas Donald, Jr., Lawanda Donald, Kenneth Donald, and Frederick Conner, each child surviving the
death of their father.

5. That Thomas Donald, Jr., is still alive.

6. That Lawanda Donald is still alive.

7. That Kenneth Donald is still alive.

8. That Frederick Conner is still alive.

Initial ALM

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

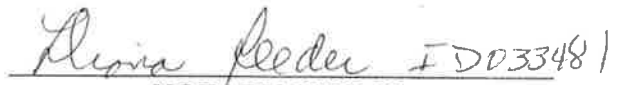
9. That insofar as Affiant knows and believes, the only surviving heirs at law of Thomas E. Donald, Sr., deceased, are Thomas Donald, Jr., Lawanda Donald, Kenneth Donald, and Frederick Conner.

AND FURTHER, AFFIANT SAITH NOT.


AFFIANT

SWORN TO AND SUBSCRIBED before me on this, the 27th day of July, A.D., 2015.

My commission expires: @ Death


NOTARY PUBLIC
Commission expires @ Death



Initial 

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

EXHIBIT "B"

STATE OF Louisiana
COUNTY/PARISH OF Calcasieu

HEIRSHIP AFFIDAVIT

PERSONALLY came and appeared before me, the undersigned authority in and for the
aforementioned county and state, the within named Linda Lartigue Clayton, who first being duly
sworn upon his/her oath states as follows, to-wit:

1. My name is Linda Lartigue Clayton. I am a resident of Calcasieu ^(lv)County Parish,
LOUISIANA and I am over the age of 58 (58) years.
2. I have known the family of Thomas E. Donald Sr., deceased, for 15 years.
3. That this Affidavit is given on my personal knowledge and belief.
4. That said Thomas E. Donald, Sr., was a widower at the time of his death in 2013, his wife,
Marian Harold Donald, having predeceased him. That he had four and only four (4) children; namely,
Thomas Donald, Jr., Lawanda Donald, Kenneth Donald, and Frederick Conner, each child surviving the
death of their father.
5. That Thomas Donald, Jr., is still alive.
6. That Lawanda Donald is still alive.
7. That Kenneth Donald is still alive.
8. That Frederick Conner is still alive.

Initial LC

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

9. That insofar as Affiant knows and believes, the only surviving heirs at law of Thomas E. Donald, Sr., deceased, are Thomas Donald, Jr., Lawanda Donald, Kenneth Donald, and Frederick Conner.

AND FURTHER, AFFIANT SAITH NOT.

Donk Partigo Cayto
AFFIANT

SWORN TO AND SUBSCRIBED before me on this, the 28th day of July, A.D., 2015.

Diana Reeder ID# 033481
NOTARY PUBLIC

My commission expires: Death



Initial *RC*

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <i>Lawanda Donald</i>		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) <i>1020 4th Avenue</i>	Requester's name and address (optional)	
6 City, state, and ZIP code <i>Lake Charles, LA 70601</i>		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
4	3	3	-	7	1	-	9	8	3	2
or										
Employer identification number										
			-							

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person <i>Lawanda Donald</i>	Date <i>7/28/15</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

City of Hattiesburg
Dept of Engineering
P. O. Box 1898
Hattiesburg, MS 39403-1898
Phone: (601) 545-4540
Account No.

Grantor Address:

Edna McKinley
1925 Rainier Dr.
Martinez, CA 94553
Phone: (925) 957-9355

WARRANTY DEED

INDEXING INSTRUCTIONS:

Lots 4 & 5, Block 14, John Kamper Subdivision of Blocks D & E of the John Kamper Addition and Map of the C. J. Miller Addition No. 3, City of Hattiesburg, Forrest County, Mississippi

Initial *edm*

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

FOR AND IN CONSIDERATION of Eight Hundred Seventy Six and 00/100 Dollars (\$876.00) the receipt and sufficiency of which is hereby irrevocably acknowledged, I, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation, all of my right, title and interest as one of the surviving heirs at law of Lillie C. Donald, deceased, in and to the following described land:

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(2011), as developed by Shows, Dearman and Waits for the City of Hattiesburg Gordon's Creek Project.

A part of Lots 4 and 5 of Block 14 of the John Kamper Subdivision of Blocks D and E of the John Kamper Addition to the City of Hattiesburg and CJ Miller Addition No. 3, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file in the Office of the Chancery Clerk of said Forrest County and being more particularly described as follows:

- **Beginning** at a ¼ Inch Round Pin representing the Northwest Corner of said Lot 5 and having a Grid Value of **N 665,555.81 feet** and **E 838,620.69 feet** on the above referenced East Zone Grid;
- thence run **S89°30'35"E** along the North Line of said Block 14 for **62.38 feet** to a ½ Inch Rebar representing the Northeast Corner of the Grantor's Property,
- thence run **S00°01'20"W** along the East Line of the Grantor's Property for **55.73 feet** to a ½ Inch Rebar,
- thence run **S89°58'50"W** for **62.40 feet** to a ½ Inch Rebar representing a Point on the West Line of said Lot 5,
- thence run **N00°02'18"E** along said West Line for **56.28 feet** to the **Point of Beginning**;
- comprising **0.08 Acres (3,494 Square Feet)**, more or less.

It is the intent of this description to convey that portion of Grantor's property lying within the proposed right-of-way of the above referenced project.

The Grantor herein further warrants that the above described property is no part of their homestead.

Initial elmm

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed project, change of grade, water damage, and/or any other damage, right or claim whatsoever. The Grantor has been fully informed of their right to receive just compensation. The Grantor further hereby waives the formal appraisal of the property being conveyed herein.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the Grantor on this, the 31 day of July, A.D., 2015.

Edna L. McKinley
Edna McKinley

STATE OF Louisiana
COUNTY/PARISH OF Orleans

31 PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this day of July, 2015, within my jurisdiction, the within named **Edna McKinley**, who acknowledged that she executed the above and foregoing instrument.

[Signature]
NOTARY PUBLIC

My Commission Expires: 09/29/2018

Initial elm

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

(See Attachment)
SRSP-1207-000004 DPA
Project No. 106877-701000/1235-081 (SDW)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra CostaOn July 31, 2015
Date

before me

Corina Martinez Notary Public

Here Insert Name and Title of the Officer

personally appeared

Edna McKinley

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Warrant / Deal Document Date: 7-31-15
Number of Pages: 1 Signer(s) Other Than Named Above: No other signers

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Edna L McKinley		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☒ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) 1925 Rainier Drive	Requester's name and address (optional)	
6 City, state, and ZIP code Martinez CA 94533		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
428	- 88 - 5829
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Edna L. McKinley

Date ▶

6-19-15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

City of Hattiesburg
Dept. of Engineering
P. O. Box 1898
Hattiesburg, MS 39403-1898
Phone: (601) 545-4540
Account No.

Grantor Address:

Sandra Henderson
25001 Copa Del Oro Dr., # 204
Hayward, CA 94545
Phone: (510) 861-3140

WARRANTY DEED

**STATE OF MISSISSIPPI
COUNTY OF FORREST**

INDEXING INSTRUCTIONS:

Lots 4 & 5, Block 14, John Kamper Subdivision of Blocks D & E of the John Kamper Addition and Map of the C. J. Miller Addition No. 3, City of Hattiesburg, Forrest County, Mississippi

Initial



Project Parcel No. GC-224-W (Hawkins Project Parcel 1)
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

FOR AND IN CONSIDERATION of Eight Hundred Seventy Six and 00/100 Dollars (\$876.00) the receipt and sufficiency of which is hereby irrevocably acknowledged, I, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation, all of my right, title and interest as one of the surviving heirs at law of Lillie C. Donald, deceased, in and to the following described land:

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(2011), as developed by Shows, Dearman and Waits for the City of Hattiesburg Gordon's Creek Project.

A part of Lots 4 and 5 of Block 14 of the John Kamper Subdivision of Blocks D and E of the John Kamper Addition to the City of Hattiesburg and CJ Miller Addition No. 3, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file in the Office of the Chancery Clerk of said Forrest County and being more particularly described as follows:

- **Beginning at a $\frac{3}{4}$ Inch Round Pin representing the Northwest Corner of said Lot 5 and having a Grid Value of N 665,555.81 feet and E 838,620.69 feet on the above referenced East Zone Grid;**
- **thence run S89°30'35"E along the North Line of said Block 14 for 62.38 feet to a $\frac{1}{2}$ Inch Rebar representing the Northeast Corner of the Grantor's Property,**
- **thence run S00°01'20"W along the East Line of the Grantor's Property for 55.73 feet to a $\frac{1}{2}$ Inch Rebar,**
- **thence run S89°58'50"W for 62.40 feet to a $\frac{1}{2}$ Inch Rebar representing a Point on the West Line of said Lot 5,**
- **thence run N00°02'18"E along said West Line for 56.28 feet to the Point of Beginning;**
- **comprising 0.08 Acres (3,494 Square Feet), more or less.**

It is the intent of this description to convey that portion of Grantor's property lying within the proposed right-of-way of the above referenced project.

The Grantor herein further warrants that the above described property is no part of her homestead.

Initial



**Project Parcel No. GC-224-W (Hawkins Project Parcel 1)
County Tax Parcel No. 2-029K-09-224.00**

**SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)**

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed project, change of grade, water damage, and/or any other damage, right or claim whatsoever. The Grantor has been fully informed of their right to receive just compensation. The Grantor further hereby waives the formal appraisal of the property being conveyed herein.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the Grantor on this, the 10 day of July, A.D., 2015.


Sandra Henderson

STATE OF _____
COUNTY/PARISH OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this _____ day of _____, 2015, within my jurisdiction, the within named **Sandra Henderson**, who acknowledged that she executed the above and foregoing instrument.

see attached

NOTARY PUBLIC

My Commission Expires:

Initial 

Project Parcel No. GC-224-W (Hawkins Project Parcel 1)
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Santa Clara)
 On July 10th, 2015 before me, Pamela Jara-Arancibia,
 Date Here Insert Name and Title of the Officer
 personally appeared Sandra Faith Henderson
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Sandra Faith Henderson

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☒ Individual/sole proprietor or single-member LLC
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
25001 Copa Del Oro, Drive Unit 204

6 City, state, and ZIP code
Hayward, CA 94545

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
425-13-2925

or
Employer identification number
-

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here
Signature of U.S. person ▶ Sandra Faith Henderson
Date ▶ 06/13/15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

City of Hattiesburg
Dept of Engineering
P. O. Box 1898
Hattiesburg, MS 39403-1898
Phone: (601) 545-4540
Account No.

Grantor Address:

Rev. James A. Donald
5270 Medhurst Place
Jackson, MS 39206
Phone: (601) 981-0050

WARRANTY DEED

INDEXING INSTRUCTIONS:

Lots 4 & 5, Block 14, John Kamper Subdivision of Blocks D & E of the John Kamper Addition and Map of the C. J. Miller Addition No. 3, City of Hattiesburg, Forrest County, Mississippi

Initial 

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

FOR AND IN CONSIDERATION of Eight Hundred Seventy Six and 00/100 Dollars (\$876.00) the receipt and sufficiency of which is hereby irrevocably acknowledged, I, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation, all of my right, title and interest as one of the surviving heirs at law of Lillie C. Donald, deceased, in and to the following described land:

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(2011), as developed by Shows, Dearman and Waits for the City of Hattiesburg **Gordon's Creek Project**.

A part of Lots 4 and 5 of Block 14 of the John Kamper Subdivision of Blocks D and E of the John Kamper Addition to the City of Hattiesburg and CJ Miller Addition No. 3, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file in the Office of the Chancery Clerk of said Forrest County and being more particularly described as follows:

- **Beginning** at a $\frac{3}{4}$ Inch Round Pin representing the Northwest Corner of said Lot 5 and having a Grid Value of N 665,555.81 feet and E 838,620.69 feet on the above referenced East Zone Grid;
- thence run S89°30'35"E along the North Line of said Block 14 for 62.38 feet to a $\frac{1}{2}$ Inch Rebar representing the Northeast Corner of the Grantor's Property,
- thence run S00°01'20"W along the East Line of the Grantor's Property for 55.73 feet to a $\frac{1}{2}$ Inch Rebar,
- thence run S89°58'50"W for 62.40 feet to a $\frac{1}{2}$ Inch Rebar representing a Point on the West Line of said Lot 5,
- thence run N00°02'18"E along said West Line for 56.28 feet to the **Point of Beginning**;
- comprising **0.08 Acres (3,494 Square Feet)**, more or less.

It is the intent of this description to convey that portion of Grantor's property lying within the proposed right-of-way of the above referenced project.

The Grantor herein further warrants that the above described property is no part of their homestead.

Initial


Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed project, change of grade, water damage, and/or any other damage, right or claim whatsoever. The Grantor has been fully informed of their right to receive just compensation. The Grantor further hereby waives the formal appraisal of the property being conveyed herein.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the Grantor on this, the 6th day of July, A.D., 2015.

James A. Donald
James A. Donald

STATE OF MS
COUNTY OF Hinds

6th day of July, 2015, PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this day of July, 2015, within my jurisdiction, the within named **James A. Donald**, who acknowledged that he executed the above and foregoing instrument.

John W. McManus
NOTARY PUBLIC

My Commission Expires:



Initial JAD

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
James A. Donald

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☒ Individual/sole proprietor or single-member LLC
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
5270 Medhurst Pl.

6 City, state, and ZIP code
Jackson, MS 39206

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
428-76-5791

or
Employer identification number
_____-_____-_____-_____-_____-_____-_____-_____-

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person James A. Donald Date 6-10-15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

City of Hattiesburg
Dept of Engineering
P. O. Box 1898
Hattiesburg, MS 39403-1898
Phone: (601) 545-4540
Account No.

Grantor Address:

Thomas Donald, Jr.
1150 East Town Dr.
Iowa, LA 70647
Phone: (337) 474-0202

WARRANTY DEED

INDEXING INSTRUCTIONS:

Lots 4 & 5, Block 14, John Kamper Subdivision of Blocks D & E of the John Kamper Addition and Map of the C. J. Miller Addition No. 3, City of Hattiesburg, Forrest County, Mississippi

Initial TLW

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

FOR AND IN CONSIDERATION of Two Hundred Nineteen and 00/100 Dollars (\$219.00) the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation, all of my right, title and interest in and to the following described land:

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(2011), as developed by Shows, Dearman and Waits for the City of Hattiesburg **Gordon's Creek Project.**

A part of Lots 4 and 5 of Block 14 of the John Kamper Subdivision of Blocks D and E of the John Kamper Addition to the City of Hattiesburg and CJ Miller Addition No. 3, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file in the Office of the Chancery Clerk of said Forrest County and being more particularly described as follows:

- **Beginning** at a ¾ Inch Round Pin representing the Northwest Corner of said Lot 5 and having a Grid Value of **N 665,555.81 feet** and **E 838,620.69 feet** on the above referenced East Zone Grid;
- thence run **S89°30'35"E** along the North Line of said Block 14 for **62.38 feet** to a ½ Inch Rebar representing the Northeast Corner of the Grantor's Property,
- thence run **S00°01'20"W** along the East Line of the Grantor's Property for **55.73 feet** to a ½ Inch Rebar,
- thence run **S89°58'50"W** for **62.40 feet** to a ½ Inch Rebar representing a Point on the West Line of said Lot 5,
- thence run **N00°02'18"E** along said West Line for **56.28 feet** to the **Point of Beginning**;
- comprising **0.08 Acres (3,494 Square Feet)**, more or less.

Grantor herein acknowledges that he is one of four surviving heirs at law of Thomas E. Donald, Deceased, said heirs being Grantor herein, Lawanda Donald, Kenneth Donald, and Frederick Connor. By this instrument, Thomas Donald, Jr., is conveying all of his right, title and interest in and to the above described property.

Initial TD

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

It is the intent of this description to convey that portion of Grantor's property lying within the proposed right-of-way of the above referenced project, as well as any and all appurtenances thereunto belonging.

Conveyance of oil, gas and mineral interests are specifically excepted from this conveyance.

The Grantor herein further warrants that the above described property is no part of their homestead.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed project, change of grade, water damage, and/or any other damage, right or claim whatsoever. The Grantor has been fully informed of his right to receive just compensation.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the Grantors on this, the 2nd day of September A.D., 2015.


Thomas Donald, Jr.

STATE OF Louisiana
COUNTY/PARISH OF Calcasieu

2nd PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 2nd day of September, 2015, within my jurisdiction, the within named **Thomas Donald, Jr.**, who acknowledged that he executed the above and foregoing instrument.


NOTARY PUBLIC

My Commission Expires: @ Death



DIANA REEDER
Notary Public ID No. 033481
CALCASIEU PARISH
Commission Expires at Death

Initial TD

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

EXHIBIT "A"

STATE OF

Louisiana

COUNTY/PARISH OF

Calcasieu

or

HEIRSHIP AFFIDAVIT

PERSONALLY came and appeared before me, the undersigned authority in and for the aforementioned county and state, the within named Linda Martin Parson, who first being duly sworn upon his/her oath states as follows, to-wit:

1. My name is Linda Martin Parson. I am a resident of Calcasieu County/Parish, Louisiana and I am over the age of fifty-three (53) years.
2. I have known the family of Thomas E. Donald Sr., deceased, for 40 years.
3. That this Affidavit is given on my personal knowledge and belief.
4. That said Thomas E. Donald, Sr., was a widower at the time of his death in 2013, his wife, Marian Harold Donald, having predeceased him. That he had four and only four (4) children; namely, Thomas Donald, Jr., Lawanda Donald, Kenneth Donald, and Frederick Conner, each child surviving the death of their father.
5. That Thomas Donald, Jr., is still alive.
6. That Lawanda Donald is still alive.
7. That Kenneth Donald is still alive.
8. That Frederick Conner is still alive.

Initial

LMP

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

9. That insofar as Affiant knows and believes, the only surviving heirs at law of Thomas E. Donald, Sr., deceased, are Thomas Donald, Jr., Lawanda Donald, Kenneth Donald, and Frederick Conner.

AND FURTHER, AFFIANT SAITH NOT.

Linda Martin Parsons
AFFIANT

SWORN TO AND SUBSCRIBED before me on this, the 2nd day of September, A.D., 2015.

Diana Reeder ID033481
NOTARY PUBLIC

My commission expires: at Death



DIANA REEDER
Notary Public ID No. 033481
CALCASIEU PARISH
Commission Expires at Death

Initial LMP

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

EXHIBIT "B"

STATE OF Louisiana
COUNTY/PARISH OF Calcasieu
or

HEIRSHIP AFFIDAVIT

PERSONALLY came and appeared before me, the undersigned authority in and for the
aforementioned county and state, the within named Alvin Lestegre Miller who first being duly
sworn upon his/her oath states as follows, to-wit:

1. My name is Alvin Lestegre Miller I am a resident of Calcasieu County/Parish,
Louisiana and I am over the age of sixty (60) years.
2. I have known the family of Thomas E. Donald Sr., deceased, for 25 years.
3. That this Affidavit is given on my personal knowledge and belief.
4. That said Thomas E. Donald, Sr., was a widower at the time of his death in 2013, his wife,
Marian Harold Donald, having predeceased him. That he had four and only four (4) children; namely,
Thomas Donald, Jr., Lawanda Donald, Kenneth Donald, and Frederick Conner, each child surviving the
death of their father.
5. That Thomas Donald, Jr., is still alive.
6. That Lawanda Donald is still alive.
7. That Kenneth Donald is still alive.
8. That Frederick Conner is still alive.

Initial ALM

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

9. That insofar as Affiant knows and believes, the only surviving heirs at law of Thomas E. Donald, Sr., deceased, are Thomas Donald, Jr., Lawanda Donald, Kenneth Donald, and Frederick Conner.

AND FURTHER, AFFIANT SAITH NOT.

Missi Lortigue Miller
AFFIANT

SWORN TO AND SUBSCRIBED before me on this, the 2nd day of September, A.D., 2015.

Diana Reeder ID 033481
NOTARY PUBLIC

My commission expires *@ Death*



DIANA REEDER
Notary Public ID No. 033481
CALCASIEU PARISH
Commission Expires at Death

Initial *R.L.M.*

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Thomas Edward Donald Jr.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) 1150 Easttown Drive	Requester's name and address (optional)
6 City, state, and ZIP code Lake Charles, LA 70647	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
4	3	4	-	7	1	-	2	0	0	9
or										
Employer identification number										
			-							

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ Thomas E. Donald Jr.	Date ▶ 7/2/2015
-----------	--	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

City of Hattiesburg
Dept of Engineering
P. O. Box 1898
Hattiesburg, MS 39403-1898
Phone: (601) 545-4540
Account No.

Grantor Address:

Kenneth Donald
1751 Harmony Hill Ct
Lithonia, GA 30058
Phone: (337) 936 9692

WARRANTY DEED

INDEXING INSTRUCTIONS:

Lots 4 & 5, Block 14, John Kamper Subdivision of Blocks D & E of the John Kamper Addition and Map of the C. J. Miller Addition No. 3, City of Hattiesburg, Forrest County, Mississippi

Initial



Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004)
Project No. 106877-701000/1235-081 (SDW)

FOR AND IN CONSIDERATION of Two Hundred Nineteen and 00/100 Dollars (\$219.00) the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation, all of my right, title and interest in and to the following described land:

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(2011), as developed by Shows, Dearman and Waits for the City of Hattiesburg **Gordon's Creek Project**.

A part of Lots 4 and 5 of Block 14 of the John Kamper Subdivision of Blocks D and E of the John Kamper Addition to the City of Hattiesburg and CJ Miller Addition No. 3, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file in the Office of the Chancery Clerk of said Forrest County and being more particularly described as follows:

- **Beginning** at a ¾ Inch Round Pin representing the Northwest Corner of said Lot 5 and having a Grid Value of N 665,555.81 feet and E 838,620.69 feet on the above referenced East Zone Grid;
- thence run S89°30'35"E along the North Line of said Block 14 for 62.38 feet to a ½ Inch Rebar representing the Northeast Corner of the Grantor's Property,
- thence run S00°01'20"W along the East Line of the Grantor's Property for 55.73 feet to a ½ Inch Rebar,
- thence run S89°58'50"W for 62.40 feet to a ½ Inch Rebar representing a Point on the West Line of said Lot 5,
- thence run N00°02'18"E along said West Line for 56.28 feet to the **Point of Beginning**;
- comprising **0.08 Acres (3,494 Square Feet)**, more or less.

Grantor herein acknowledges that he is one of four surviving heirs at law of Thomas E. Donald, Deceased, said heirs being Grantor herein, Lawanda Donald, Thomas Donald, Jr., and Frederick Connor. By this instrument, Thomas Donald, Jr., is conveying all of his right, title and interest in and to the above described property.

Initial



Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004)
Project No. 106877-701000/1235-081 (SDW)

It is the intent of this description to convey that portion of Grantor's property lying within the proposed right-of-way of the above referenced project, as well as any and all appurtenances thereunto belonging.

Conveyance of oil, gas and mineral interests are specifically excepted from this conveyance.

The Grantor herein further warrants that the above described property is no part of their homestead.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed project, change of grade, water damage, and/or any other damage, right or claim whatsoever. The Grantor has been fully informed of his right to receive just compensation.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the Grantors on this, the 29th day of August, A.D., 2015.


Kenneth Donald

STATE OF Georgia
COUNTY/PARISH OF Fulton

29th **PERSONALLY APPEARED BEFORE ME**, the undersigned authority in and for the said county and state, on this day of August, 2015, within my jurisdiction, the within named **Kenneth Donald**, who acknowledged that he executed the above and foregoing instrument.


NOTARY PUBLIC

My Commission Expires: July 30, 2019



Initial KD

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004)
Project No. 106877-701000/1235-081 (SDW)

EXHIBIT "A"

STATE OF Georgia
COUNTY/PARISH OF Fulton

HEIRSHIP AFFIDAVIT

PERSONALLY came and appeared before me, the undersigned authority in and for the
aforementioned county and state, the within named Kenneth Donald, who first being duly
sworn upon his/her oath states as follows, to-wit:

1. My name is Kenneth Donald. I am a resident of DeKalb County/Parish,
Georgia and I am over the age of 18 () years.
2. I have known the family of Thomas E. Donald Sr., deceased, for 35 years.
3. That this Affidavit is given on my personal knowledge and belief.
4. That said Thomas E. Donald, Sr., was a widower at the time of his death in 2013, his wife,
Marian Harold Donald, having predeceased him. That he had four and only four (4) children; namely,
Thomas Donald, Jr., Lawanda Donald, Kenneth Donald, and Frederick Conner, each child surviving the
death of their father.
5. That Thomas Donald, Jr., is still alive.
6. That Lawanda Donald is still alive.
7. That Kenneth Donald is still alive.
8. That Frederick Conner is still alive.

Initial 

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004)
Project No. 106877-701000/1235-081 (SDW)

9. That insofar as Affiant knows and believes, the only surviving heirs at law of Thomas E. Donald, Sr., deceased, are Thomas Donald, Jr., Lawanda Donald, Kenneth Donald, and Frederick Conner.

AND FURTHER, AFFIANT SAITH NOT.

Kenneth Donald
AFFIANT

August, A.D., 2015. SWORN TO AND SUBSCRIBED before me on this, the 29th day of

Wendy Ann Brigmon
NOTARY PUBLIC

My commission expires:



Initial KD

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004)
Project No. 106877-701000/1235-081 (SDW)

EXHIBIT "B"

STATE OF Georgia
COUNTY/PARISH OF Fulton

HEIRSHIP AFFIDAVIT

PERSONALLY came and appeared before me, the undersigned authority in and for the
aforementioned county and state, the within named Kenneth Donald, who first being duly
sworn upon his/her oath states as follows, to-wit:

1. My name is Kenneth Donald. I am a resident of DeKalb County/Parish,
Georgia and I am over the age of 18 () years.
2. I have known the family of Thomas E. Donald Sr., deceased, for 35 years.
3. That this Affidavit is given on my personal knowledge and belief.
4. That said Thomas E. Donald, Sr., was a widower at the time of his death in 20 13, his wife,
Marian Harold Donald, having predeceased him. That he had four and only four (4) children; namely,
Thomas Donald, Jr., Lawanda Donald, Kenneth Donald, and Frederick Conner, each child surviving the
death of their father.
5. That Thomas Donald, Jr., is still alive.
6. That Lawanda Donald is still alive.
7. That Kenneth Donald is still alive.
8. That Frederick Conner is still alive.

Initial KD

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004)
Project No. 106877-701000/1235-081 (SDW)

9. That insofar as Affiant knows and believes, the only surviving heirs at law of Thomas E. Donald, Sr., deceased, are Thomas Donald, Jr., Lawanda Donald, Kenneth Donald, and Frederick Conner.

AND FURTHER, AFFIANT SAITH NOT.

Kenneth Donald
AFFIANT

SWORN TO AND SUBSCRIBED before me on this, the 29th day of August, A.D., 2015.

Wendy Ann Brigmon
NOTARY PUBLIC

My commission expires:

July 30, 2015



Initial KB

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004)
Project No. 106877-701000/1235-081 (SDW)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Kenneth Matthew Donald

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1751 Harmony Hills Ct

6 City, state, and ZIP code
Lithonia GA 30058

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
433-71-9882

or
Employer identification number
_____-_____-_____-_____-_____-_____-_____-_____-

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶ [Signature]

Date ▶ 30 July 2015

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

City of Hattiesburg
Dept of Engineering
P. O. Box 1898
Hattiesburg, MS 39403-1898
Phone: (601) 545-4540
Account No.

Grantor Address:

Glen P. Donald
16125 Glenwood Street
Moss Point, MS 39562
Phone: 628 623-5841

WARRANTY DEED

INDEXING INSTRUCTIONS:

Lots 4 & 5, Block 14, John Kamper Subdivision of Blocks D & E of the John Kamper Addition and Map of the C. J. Miller Addition No. 3, City of Hattiesburg, Forrest County, Mississippi

Initial

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

FOR AND IN CONSIDERATION of Eight Hundred Seventy Six and 00/100 Dollars (\$876.00) the receipt and sufficiency of which is hereby irrevocably acknowledged, I, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation, all of my right, title and interest as one of the surviving heirs at law of Lillie C. Donald, deceased, in and to the following described land:

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(2011), as developed by Shows, Dearman and Waits for the City of Hattiesburg **Gordon's Creek Project**.

A part of Lots 4 and 5 of Block 14 of the John Kamper Subdivision of Blocks D and E of the John Kamper Addition to the City of Hattiesburg and CJ Miller Addition No. 3, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file in the Office of the Chancery Clerk of said Forrest County and being more particularly described as follows:

- **Beginning** at a ¼ Inch Round Pin representing the Northwest Corner of said Lot 5 and having a Grid Value of **N 665,555.81 feet** and **E 838,620.69 feet** on the above referenced East Zone Grid;
- thence run **S89°30'35"E** along the North Line of said Block 14 for **62.38 feet** to a ½ Inch Rebar representing the Northeast Corner of the Grantor's Property,
- thence run **S00°01'20"W** along the East Line of the Grantor's Property for **55.73 feet** to a ½ Inch Rebar,
- thence run **S89°58'50"W** for **62.40 feet** to a ½ Inch Rebar representing a Point on the West Line of said Lot 5,
- thence run **N00°02'18"E** along said West Line for **56.28 feet** to the **Point of Beginning**;
- comprising **0.08 Acres (3,494 Square Feet)**, more or less.

It is the intent of this description to convey that portion of Grantor's property lying within the proposed right-of-way of the above referenced project.

The Grantor herein further warrants that the above described property is no part of their homestead.

Initial



Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed project, change of grade, water damage, and/or any other damage, right or claim whatsoever. The Grantor has been fully informed of their right to receive just compensation. The Grantor further hereby waives the formal appraisal of the property being conveyed herein.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the Grantor on this, the 8th day of July, A.D., 2015.

Glen P. Donald
Glen P. Donald

STATE OF Mississippi
COUNTY/PARISH OF JACKSON

8th **PERSONALLY APPEARED BEFORE ME**, the undersigned authority in and for the said county and state, on this day of July, 2015, within my jurisdiction, the within named **Glen P. Donald**, who acknowledged that he executed the above and foregoing instrument.

Shirley L. Massey
NOTARY PUBLIC

My Commission Expires:



Initial SPD

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <i>Glen P. Donald</i>		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☒ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) <i>16115 Glenwood St</i>	Requester's name and address (optional)	
6 City, state, and ZIP code <i>Mass River, MA 39562</i>		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
5	8	7	-	7	4	-	6	1	1	6
or										
Employer identification number										
			-							

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Glen P. Donald*

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

City of Hattiesburg
Dept of Engineering
P. O. Box 1898
Hattiesburg, MS 39403-1898
Phone: (601) 545-4540
Account No.

Grantor Address:

Phillip C. Donald
2050 Garden Springs Dr., Apt. 208
Lexington, KY 40504
Phone: (859) 537-8930

WARRANTY DEED

INDEXING INSTRUCTIONS:

Lots 4 & 5, Block 14, John Kamper Subdivision of Blocks D & E of the John Kamper Addition and Map of the C. J. Miller Addition No. 3, City of Hattiesburg, Forrest County, Mississippi

Initial



Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-720700(004)
Project No. 106877-701000/1235-081 (SDW)

FOR AND IN CONSIDERATION of Eight Hundred Seventy Six and 00/100 Dollars (\$876.00) the receipt and sufficiency of which is hereby irrevocably acknowledged, I, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation, all of my right, title and interest as one of the surviving heirs at law of Lillie C. Donald, deceased, in and to the following described land:

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(2011), as developed by Shows, Dearman and Waits for the City of Hattiesburg **Gordon's Creek Project**.

A part of Lots 4 and 5 of Block 14 of the John Kamper Subdivision of Blocks D and E of the John Kamper Addition to the City of Hattiesburg and CJ Miller Addition No. 3, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file in the Office of the Chancery Clerk of said Forrest County and being more particularly described as follows:

- **Beginning** at a $\frac{3}{4}$ Inch Round Pin representing the Northwest Corner of said Lot 5 and having a Grid Value of **N 665,555.81 feet** and **E 838,620.69 feet** on the above referenced East Zone Grid;
- thence run **S89°30'35"E** along the North Line of said Block 14 for 62.38 feet to a $\frac{1}{2}$ Inch Rebar representing the Northeast Corner of the Grantor's Property,
- thence run **S00°01'20"W** along the East Line of the Grantor's Property for 55.73 feet to a $\frac{1}{2}$ Inch Rebar,
- thence run **S89°58'50"W** for 62.40 feet to a $\frac{1}{2}$ Inch Rebar representing a Point on the West Line of said Lot 5,
- thence run **N00°02'18"E** along said West Line for 56.28 feet to the **Point of Beginning**;
- comprising **0.08 Acres (3,494 Square Feet)**, more or less.

It is the intent of this description to convey that portion of Grantor's property lying within the proposed right-of-way of the above referenced project.

The Grantor herein further warrants that the above described property is no part of their homestead.

Initial



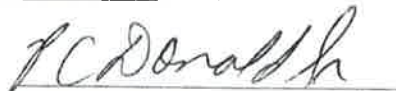
Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed project, change of grade, water damage, and/or any other damage, right or claim whatsoever. The Grantor has been fully informed of their right to receive just compensation. The Grantor further hereby waives the formal appraisal of the property being conveyed herein.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the Grantor on this, the 30 day of June, A.D., 2015.

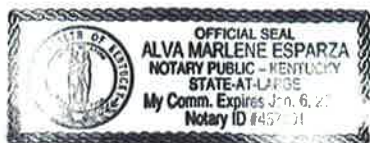

Phillip C. Donald

STATE OF Kentucky
COUNTY/PARISH OF Fayette

30 PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this day of June, 2015, within my jurisdiction, the within named **Phillip C. Donald**, who acknowledged that he executed the above and foregoing instrument.


NOTARY PUBLIC

My Commission Expires: 1/6/16



Initial 

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Phillip C. Donnell, Sr.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC	☐ C Corporation	☐ S Corporation	☐ Partnership	☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶				
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.				
☐ Other (see instructions) ▶				

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2050 Garden Springs Drive APT. 208

6 City, state, and ZIP code
Lexington, KY 40504

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

4	2	8	-	8	8	-	6	0	5	9
---	---	---	---	---	---	---	---	---	---	---

or

Employer identification number

			-							
--	--	--	---	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Phillip C. Donnell, Sr.*

Date ▶ *JUNE 30, 2015*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

City of Hattiesburg
Dept of Engineering
P. O. Box 1898
Hattiesburg, MS 39403-1898
Phone: (601) 545-4540
Account No.

Grantor Address:

Gary W. Donald
405 Oakview Drive
Grand Prairie, TX 75050
Phone: (214) 529-5120

WARRANTY DEED

INDEXING INSTRUCTIONS:

Lots 4 & 5, Block 14, John Kamper Subdivision of Blocks D & E of the John Kamper Addition and Map of the C. J. Miller Addition No. 3, City of Hattiesburg, Forrest County, Mississippi

Initial AmQ

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

FOR AND IN CONSIDERATION of Eight Hundred Seventy Six and 00/100 Dollars (\$876.00) the receipt and sufficiency of which is hereby irrevocably acknowledged, I, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation, all of my right, title and interest as one of the surviving heirs at law of Lillie C. Donald, deceased, in and to the following described land:

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(2011), as developed by Shows, Dearman and Waits for the City of Hattiesburg **Gordon's Creek Project**.

A part of Lots 4 and 5 of Block 14 of the John Kamper Subdivision of Blocks D and E of the John Kamper Addition to the City of Hattiesburg and CJ Miller Addition No. 3, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file in the Office of the Chancery Clerk of said Forrest County and being more particularly described as follows:

- **Beginning** at a ¼ Inch Round Pin representing the Northwest Corner of said Lot 5 and having a Grid Value of N 665,555.81 feet and E 838,620.69 feet on the above referenced East Zone Grid;
- thence run S89°30'35"E along the North Line of said Block 14 for 62.38 feet to a ½ Inch Rebar representing the Northeast Corner of the Grantor's Property,
- thence run S00°01'20"W along the East Line of the Grantor's Property for 55.73 feet to a ½ Inch Rebar,
- thence run S89°58'50"W for 62.40 feet to a ½ Inch Rebar representing a Point on the West Line of said Lot 5,
- thence run N00°02'18"E along said West Line for 56.28 feet to the **Point of Beginning**;
- comprising **0.08 Acres (3,494 Square Feet)**, more or less.

Initial 

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

It is the intent of this description to convey that portion of Grantor's property lying within the proposed right-of-way of the above referenced project.

The Grantor herein further warrants that the above described property is no part of their homestead.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed project, change of grade, water damage, and/or any other damage, right or claim whatsoever. The Grantor has been fully informed of their right to receive just compensation. The Grantor further hereby waives the formal appraisal of the property being conveyed herein.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the Grantor on this, the 22 day of July, A.D., 2015.

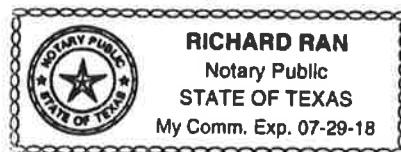
Gary W. Donald
Gary W. Donald

STATE OF Texas
COUNTY/PARISH OF Dallas

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 22 day of July, 2015, within my jurisdiction, the within named **Gary W. Donald**, who acknowledged that he executed the above and foregoing instrument.

[Signature]
NOTARY PUBLIC

My Commission Expires: 07-29-2018



Initial ACD

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Gary W. Donald

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
405 Oakview Dr.

6 City, state, and ZIP code
Grand Prairie, TX 75050

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
5	8	7	9	0	5	1	6	9

or

Employer identification number								

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
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- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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Sign Here Signature of U.S. person ▶ *Gary W. Donald* Date ▶ *9-1-15*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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Purpose of Form

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- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
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- Form 1099-K (merchant card and third party network transactions)

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Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

City of Hattiesburg
Dept of Engineering
P. O. Box 1898
Hattiesburg, MS 39403-1898
Phone: (601) 545-4540
Account No.

Grantor Address:

Carlos Donald
1382 Darryl Drive
San Jose, CA 95130
Phone: (408) 300-2560

WARRANTY DEED

INDEXING INSTRUCTIONS:

Lots 4 & 5, Block 14, John Kamper Subdivision of Blocks D & E of the John Kamper Addition and Map of the C. J. Miller Addition No. 3, City of Hattiesburg, Forrest County, Mississippi

Initial

CAD

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

FOR AND IN CONSIDERATION of Eight Hundred Seventy Six and 00/100 Dollars (\$876.00) the receipt and sufficiency of which is hereby irrevocably acknowledged, I, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation, all of my right, title and interest as one of the surviving heirs at law of Lillie C. Donald, deceased, in and to the following described land:

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(2011), as developed by Shows, Dearman and Waits for the City of Hattiesburg Gordon's Creek Project.

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- **Beginning** at a $\frac{3}{4}$ Inch Round Pin representing the Northwest Corner of said Lot 5 and having a Grid Value of **N 665,555.81 feet** and **E 838,620.69 feet** on the above referenced East Zone Grid;
- thence run **S89°30'35"E** along the North Line of said Block 14 for 62.38 feet to a $\frac{1}{2}$ Inch Rebar representing the Northeast Corner of the Grantor's Property,
- thence run **S00°01'20"W** along the East Line of the Grantor's Property for 55.73 feet to a $\frac{1}{2}$ Inch Rebar,
- thence run **S89°58'50"W** for 62.40 feet to a $\frac{1}{2}$ Inch Rebar representing a Point on the West Line of said Lot 5,
- thence run **N00°02'18"E** along said West Line for 56.28 feet to the **Point of Beginning**;
- comprising **0.08 Acres (3,494 Square Feet)**, more or less.

Initial

CAD

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

It is the intent of this description to convey that portion of Grantor's property lying within the proposed right-of-way of the above referenced project.

The Grantor herein further warrants that the above described property is no part of their homestead.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed project, change of grade, water damage, and/or any other damage, right or claim whatsoever. The Grantor has been fully informed of their right to receive just compensation. The Grantor further hereby waives the formal appraisal of the property being conveyed herein.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the Grantor on this, the 22 day of July, A.D., 2015.


Carlos Donald

STATE OF _____
COUNTY/PARISH OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this _____ day of _____, 2015, within my jurisdiction, the within named **Carlos Donald**, who acknowledged that he executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission Expires:

— Please see Attached Acknowledgment —

Initial _____

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of santa clara

On 07.22.2015 before me, Diana NGUYEN, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared carlos A. donald

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: warranty deed Document Date: n/a

Number of Pages: 3 Signer(s) Other Than Named Above: n/a

Capacity(ies) Claimed by Signer(s)

Signer's Name:

- ☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:

Signer Is Representing:

Signer's Name:

- ☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:

Signer Is Representing:

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <i>Carlos Antonio Donald</i>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) <i>1382 Parryl Dr</i>	Requester's name and address (optional)
6 City, state, and ZIP code <i>San Jose CA 95130</i>	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
4	2	5	-	3	3	-	0	0	7	4
or										
Employer identification number										
			-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person <i>Carlos A Donald</i>	Date <i>7-18-15</i>
-----------	---	---------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

City of Hattiesburg
Dept. of Engineering
P. O. Box 1898
Hattiesburg, MS 39403-1898
Phone: (601) 545-4540
Account No.

Grantor Address:

Deborah Washington
2811 Ivywood Ct.
San Jose, CA 95121
Phone: (408) 250-1692

WARRANTY DEED

**STATE OF MISSISSIPPI
COUNTY OF FORREST**

INDEXING INSTRUCTIONS:

Lots 4 & 5, Block 14, John Kamper Subdivision of Blocks D & E of the John Kamper Addition and Map of the C. J. Miller Addition No. 3, City of Hattiesburg, Forrest County, Mississippi

Initial 

Project Parcel No. GC-224-W (Hawkins Project Parcel 1)
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

FOR AND IN CONSIDERATION of Eight Hundred Seventy Six and 00/100 Dollars (\$876.00) the receipt and sufficiency of which is hereby irrevocably acknowledged, I, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation, all of my right, title and interest as one of the surviving heirs at law of Lillie C. Donald, deceased, in and to the following described land:

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(2011), as developed by Shows, Dearman and Waits for the City of Hattiesburg **Gordon's Creek Project**.

A part of Lots 4 and 5 of Block 14 of the John Kamper Subdivision of Blocks D and E of the John Kamper Addition to the City of Hattiesburg and CJ Miller Addition No. 3, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file in the Office of the Chancery Clerk of said Forrest County and being more particularly described as follows:

- **Beginning** at a ¾ Inch Round Pin representing the Northwest Corner of said Lot 5 and having a Grid Value of **N 665,555.81 feet** and **E 838,620.69 feet** on the above referenced East Zone Grid;
- thence run **S89°30'35"E** along the North Line of said Block 14 for 62.38 feet to a ½ Inch Rebar representing the Northeast Corner of the Grantor's Property,
- thence run **S00°01'20"W** along the East Line of the Grantor's Property for 55.73 feet to a ½ Inch Rebar,
- thence run **S89°58'50"W** for 62.40 feet to a ½ Inch Rebar representing a Point on the West Line of said Lot 5,
- thence run **N00°02'18"E** along said West Line for 56.28 feet to the **Point of Beginning**;
- comprising **0.08 Acres (3,494 Square Feet)**, more or less.

It is the intent of this description to convey that portion of Grantor's property lying within the proposed right-of-way of the above referenced project.

The Grantor herein further warrants that the above described property is no part of her homestead.

Initial 

Project Parcel No. GC-224-W (Hawkins Project Parcel 1)
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed project, change of grade, water damage, and/or any other damage, right or claim whatsoever. The Grantor has been fully informed of their right to receive just compensation. The Grantor further hereby waives the formal appraisal of the property being conveyed herein.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the Grantor on this, the 31 day of July, A.D., 2015.

Deborah Washington
Deborah Washington

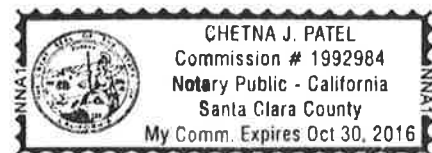
STATE OF CALIFORNIA
COUNTY/PARISH OF Santa Clara

31 st PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 31 day of JULY, 2015, within my jurisdiction, the within named **Deborah Washington**, who acknowledged that she executed the above and foregoing instrument.

[Signature]

NOTARY PUBLIC

My Commission Expires: Oct 30 2016



Initial DW

Project Parcel No. GC-224-W (Hawkins Project Parcel 1)
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <i>Deborah D. Washington</i>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) <i>2811 Ivywood Ct San Jose</i>	Requester's name and address (optional)
6 City, state, and ZIP code <i>San Jose CA 95121</i>	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
4	2	8	-	0	2	-	0	8	1
or									
Employer identification number									
			-						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Deborah Washington</i>	Date ▶ <i>6-12-15</i>
------------------	---	------------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

City of Hattiesburg
Dept of Engineering
P. O. Box 1898
Hattiesburg, MS 39403-1898
Phone: (601) 545-4540
Account No.

Grantor Address:

Frederick Conner
1811 Choctaw Street
Hattiesburg, MS 39401
Phone: (601) 582 9662

WARRANTY DEED

INDEXING INSTRUCTIONS:

Lots 4 & 5, Block 14, John Kamper Subdivision of Blocks D & E of the John Kamper Addition and Map of the C. J. Miller Addition No. 3, City of Hattiesburg, Forrest County, Mississippi

Initial FC

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

FOR AND IN CONSIDERATION of Two Hundred Nineteen and 00/100 Dollars (\$219.00) the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation, all of my right, title and interest in and to the following described land:

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(2011), as developed by Shows, Dearman and Waits for the City of Hattiesburg **Gordon's Creek Project**.

A part of Lots 4 and 5 of Block 14 of the John Kamper Subdlvision of Blocks D and E of the John Kamper Addition to the City of Hattiesburg and CJ Miller Addition No. 3, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file in the Office of the Chancery Clerk of said Forrest County and being more particularly described as follows:

- **Beginning** at a $\frac{3}{4}$ Inch Round Pin representing the Northwest Corner of said Lot 5 and having a Grid Value of N 665,555.81 feet and E 838,620.69 feet on the above referenced East Zone Grid;
- thence run S89°30'35"E along the North Line of said Block 14 for 62.38 feet to a $\frac{1}{2}$ Inch Rebar representing the Northeast Corner of the Grantor's Property,
- thence run S00°01'20"W along the East Line of the Grantor's Property for 55.73 feet to a $\frac{1}{2}$ Inch Rebar,
- thence run S89°58'50"W for 62.40 feet to a $\frac{1}{2}$ Inch Rebar representing a Point on the West Line of said Lot 5,
- thence run N00°02'18"E along said West Line for 56.28 feet to the **Point of Beginning**;
- comprising 0.08 Acres (3,494 Square Feet), more or less.

Grantor herein acknowledges that he is one of four surviving heirs at law of Thomas E. Donald, Deceased, said heirs being Grantor herein, Lawanda Donald, Kenneth Donald, and Thomas Donald, Jr. By this instrument, Frederick Conner., is conveying all of his right, title and interest in and to the above described property.

Initial FC

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

It is the intent of this description to convey that portion of Grantor's property lying within the proposed right-of-way of the above referenced project, as well as any and all appurtenances thereunto belonging.

Conveyance of oil, gas and mineral interests are specifically excepted from this conveyance.

The Grantor herein further warrants that the above described property is no part of their homestead.

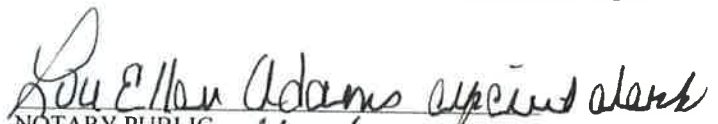
It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed project, change of grade, water damage, and/or any other damage, right or claim whatsoever. The Grantor has been fully informed of his right to receive just compensation.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the Grantors on this, the 17 day of July, A.D., 2015.


Frederick Conner




NOTARY PUBLIC
By: Delt Smith M.

My Commission Expires:

1/2/2016

Initial FC

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

EXHIBIT "A"

STATE OF MS

COUNTY/PARISH OF Forrest

HEIRSHIP AFFIDAVIT

PERSONALLY came and appeared before me, the undersigned authority in and for the aforementioned county and state, the within named Ms Dianne J. Thomas, who first being duly sworn upon his/her oath states as follows, to-wit:

1. My name is Ms Dianne J. Thomas I am a resident of Forrest County/Parish, Mississippi and I am over the age of 63 () years.
2. I have known the family of Thomas E. Donald Sr., deceased, for 40 years.
3. That this Affidavit is given on my personal knowledge and belief.
4. That said Thomas E. Donald, Sr., was a widower at the time of his death in 20 13, his wife, Marian Harold Donald, having predeceased him. That he had four and only four (4) children; namely, Thomas Donald, Jr., Lawanda Donald, Kenneth Donald, and Frederick Conner, each child surviving the death of their father.
5. That Thomas Donald, Jr., is still alive.
6. That Lawanda Donald is still alive.
7. That Kenneth Donald is still alive.
8. That Frederick Conner is still alive.

Initial FC

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

9. That insofar as Affiant knows and believes, the only surviving heirs at law of Thomas E. Donald, Sr., deceased, are Thomas Donald, Jr., Lawanda Donald, Kenneth Donald, and Frederick Conner.

AND FURTHER, AFFIANT SAITH NOT.

Ms. Dianne J. Thomas
AFFIANT



My commission expires:

1/2/2014

SWORN TO AND SUBSCRIBED before me on this, the 17 day of July, 2015.

Ron Ellen Adams Circuit Clerk
NOTARY PUBLIC
By: [Signature]

Initial Ec

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

EXHIBIT "B"

STATE OF Mississippi

COUNTY/PARISH OF Forrest

HEIRSHIP AFFIDAVIT

PERSONALLY came and appeared before me, the undersigned authority in and for the
aforementioned county and state, the within named Elizabeth J. Edwards who first being duly
sworn upon his/her oath states as follows, to-wit:

1. My name is Elizabeth Edwards. I am a resident of Forrest County/Parish,
Mississippi and I am over the age of _____ 69 years.
2. I have known the family of Thomas E. Donald Sr., deceased, for 40 years.
3. That this Affidavit is given on my personal knowledge and belief.
4. That said Thomas E. Donald, Sr., was a widower at the time of his death in 2013, his wife,
Marian Harold Donald, having predeceased him. That he had four and only four (4) children; namely,
Thomas Donald, Jr., Lawanda Donald, Kenneth Donald, and Frederick Conner, each child surviving the
death of their father.
5. That Thomas Donald, Jr., is still alive.
6. That Lawanda Donald is still alive.
7. That Kenneth Donald is still alive.
8. That Frederick Conner is still alive.

Initial FC

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

9. That insofar as Affiant knows and believes, the only surviving heirs at law of Thomas E. Donald, Sr., deceased, are Thomas Donald, Jr., Lawanda Donald, Kenneth Donald, and Frederick Conner.

AND FURTHER, AFFIANT SAITH NOT.

Elizabeth J. Edwards
AFFIANT

SWORN TO AND SUBSCRIBED before me on this, the 20 day of July, A.D., 2015.

William H. Edwards
NOTARY PUBLIC

My commission expires: Jan. 2, 2016



Initial FC

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

SRSP-7207-00(004) LPA
Project No. 106877-701000/1235-081 (SDW)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Frederick Leroy Conner	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) 1811 Choctaw Street	Requester's name and address (optional)
6 City, state, and ZIP code Hattiesburg, MS 39401	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
428	-17-5766
or	
Employer identification number	
	-

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ **Frederick Conner** Date ▶ **July 17, 2015**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Prepared by and Return to:

Robert T. Jackson, Jr.
Jackson & Arrington, PLLC
Post Office Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309

Grantee Address:

City of Hattiesburg
Dept of Engineering
P. O. Box 1898
Hattiesburg, MS 39403-1898
Phone: (601) 545-4540
Account No.

Grantor Address:

Emma Donald, et al.
5321 Wagon Track Ct.
Ft. Worth, TX 76132
Phone: (817) 975-0829

WARRANTY DEED

INDEXING INSTRUCTIONS:

Lots 4 & 5, Block 14, John Kamper Subdivision of Blocks D & E of the John Kamper Addition and Map of the C. J. Miller Addition No. 3, City of Hattiesburg, Forrest County, Mississippi

Initial

ED BFDK LD MD

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

Project No. 106877-701000/1235-081 (SDW)

FOR AND IN CONSIDERATION of Eight Hundred Seventy Six and 00/100 Dollars (\$876.00) the receipt and sufficiency of which is hereby acknowledged, we, the undersigned, hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a municipal corporation, all of our right, title and interest in and to the following described land:

The following description is based on the Mississippi State Plane Coordinate System Grid for the East Zone, NAD 83(2011), as developed by Shows, Dearman and Waits for the City of Hattiesburg Gordon's Creek Project.

A part of Lots 4 and 5 of Block 14 of the John Kamper Subdivision of Blocks D and E of the John Kamper Addition to the City of Hattiesburg and CJ Miller Addition No. 3, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file in the Office of the Chancery Clerk of said Forrest County and being more particularly described as follows:

- **Beginning** at a $\frac{3}{4}$ Inch Round Pin representing the Northwest Corner of said Lot 5 and having a Grid Value of N 665,555.81 feet and E 838,620.69 feet on the above referenced East Zone Grid;
- thence run S89°30'35"E along the North Line of said Block 14 for 62.38 feet to a $\frac{1}{2}$ Inch Rebar representing the Northeast Corner of the Grantor's Property,
- thence run S00°01'20"W along the East Line of the Grantor's Property for 55.73 feet to a $\frac{1}{2}$ Inch Rebar,
- thence run S89°58'50"W for 62.40 feet to a $\frac{1}{2}$ Inch Rebar representing a Point on the West Line of said Lot 5,
- thence run N00°02'18"E along said West Line for 56.28 feet to the **Point of Beginning**;
- comprising **0.08 Acres (3,494 Square Feet)**, more or less.

The parties hereto acknowledge that they are the sole surviving heirs at law of Bernard F. Donald, Deceased.

Initial

EN, BFDJR, MD JD

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

Project No. 106877-701000/1235-081 (SDW)

It is the intent of this description to convey that portion of Grantor's property lying within the proposed right-of-way of the above referenced project, as well as any and all appurtenances thereunto belonging.

Conveyance of oil, gas and mineral interests are specifically excepted from this conveyance.

The Grantors herein further warrant that the above described property is no part of their homestead.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed project, change of grade, water damage, and/or any other damage, right or claim whatsoever. The Grantor has been fully informed of their right to receive just compensation.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantors and the Grantee, there being no oral agreements or representations of any kind.

WITNESS THE SIGNATURE of the Grantors on this, the 25th day of July, A.D., 2015.

Emma Donald
Emma Donald

Bernard F. Donald Jr.
Bernard F. Donald, Jr.

Felicia Donald
Felicia Donald

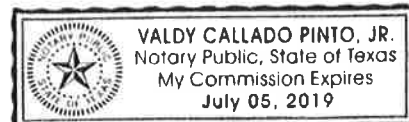
Melissa Donald
Melissa Donald

STATE OF Texas
COUNTY/PARISH OF Tarrant

25th day of July, 2015, PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this day of July, 2015, within my jurisdiction, the within named **Emma Donald**, who acknowledged that she executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission Expires:



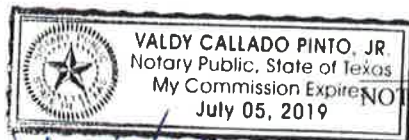
Initial ED, BFD Jr., FD, MD

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

Project No. 106877-701000/1235-081 (SDW)

STATE OF Texas
COUNTY/PARISH OF Tarrant

25th day of July, 2015, within my jurisdiction, the within named **Bernard F. Donald**, who acknowledged that he executed the above and foregoing instrument.



My Commission Expires: July 5/19

STATE OF Texas
COUNTY/PARISH OF Tarrant

3rd

25th day of August, 2015, within my jurisdiction, the within named **Felicia Donald**, who acknowledged that she executed the above and foregoing instrument.

Nick
NOTARY PUBLIC

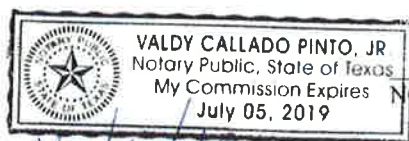
My Commission Expires: 9.4.2016



AUG 03 2015

STATE OF _____
COUNTY/PARISH OF _____

2th day of July, 2015, within my jurisdiction, the within named **Melissa Donald**, who acknowledged that she executed the above and foregoing instrument.



My Commission Expires: July 5/19

Initial BD, BFD Jr, MD, MA

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

Project No. 106877-701000/1235-081 (SDW)

EXHIBIT "A"

STATE OF Texas

COUNTY/PARISH OF Tarrant
MO

HEIRSHIP AFFIDAVIT

PERSONALLY came and appeared before me, the undersigned authority in and for the
aforementioned county and state, the within named Sherry Sloan (please
print), who first being duly sworn upon his/her oath states as follows, to-wit:

1. My name is Sherry Sloan. I am a resident of Tarrant
County/Parish, State of Texas, and I am over the age of Twenty-One (21) years.
2. I have known the family of Bernard F. Donald, deceased, for 9 years.
3. That this Affidavit is given on my personal knowledge and belief.
4. That said Bernard F. Donald was at the time of his death in 2014, married to Emma Donald.
That he had three and only three (3) children; namely, Bernard Donald, Jr., Felicia Donald, and Melissa
Donald, each child surviving the death of their father.
5. That Emma Donald is still alive.
6. That Bernard Donald, Jr., is still alive.
7. That Felicia Donald is still alive.
8. That Melissa Donald is still alive.

Initial ED, BFDJ, A, MO

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

Project No. 106877-701000/1235-081 (SDW)

9. That insofar as Affiant knows and believes, the only surviving heirs at law of Bernard F. Donald, deceased, are Emma Donald, Bernard Donald, Jr., Felicia Donald, and Melissa Donald.

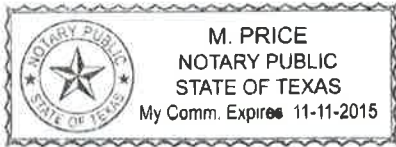
AND FURTHER, AFFIANT SAITH NOT.

Shirley Sloan
AFFIANT

July, A.D., 2015, SWORN TO AND SUBSCRIBED before me on this, the 27th day of

M. Price
NOTARY PUBLIC

My commission expires: 11/11/2015



Initial ED, BFD Jr., F, MD

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

Project No. 106877-701000/1235-081 (SDW)

EXHIBIT "B"

STATE OF Texas

COUNTY/PARISH OF Tarrant

HEIRSHIP AFFIDAVIT

PERSONALLY came and appeared before me, the undersigned authority in and for the
aforementioned county and state, the within named Valdy Pinto (please
print), who first being duly sworn upon his/her oath states as follows, to-wit:

1. My name is Virginia Wagner. I am a resident of Tarrant
County/Parish, State of Texas, and I am over the age of Twenty-One (21)
years.

2. I have known the family of Bernard F. Donald, deceased, for 35 years.

3. That this Affidavit is given on my personal knowledge and belief.

4. That said Bernard F. Donald was at the time of his death in 2014, married to Emma Donald.

That he had three and only three (3) children; namely, Bernard Donald, Jr., Felicia Donald, and Melissa
Donald, each child surviving the death of their father.

5. That Emma Donald is still alive.

6. That Bernard Donald, Jr., is still alive.

7. That Felicia Donald is still alive.

8. That Melissa Donald is still alive.

Initial ED, BFD Jr, MD, JD

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

Project No. 106877-701000/1235-081 (SDW)

9. That insofar as Affiant knows and believes, the only surviving heirs at law of Bernard F. Donald, deceased, are Emma Donald, Bernard Donald, Jr., Felicia Donald, and Melissa Donald.

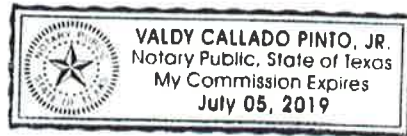
AND FURTHER, AFFIANT SAITH NOT.

Virginia Wagner
AFFIANT

SWORN TO AND SUBSCRIBED before me on this, the 25th day of July, A.D., 2015.

My commission expires: July 05/19

[Signature]
NOTARY PUBLIC



Initial EW, BFDJ, FD, MP

Project Parcel No. GC-224-W
County Tax Parcel No. 2-029K-09-224.00

Project No. 106877-701000/1235-081 (SDW)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Emma Donald

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶
- ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

5321 Wagon Track Ct

6 City, state, and ZIP code

Ft Worth, Texas 76132

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

587-46-0557

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Emma Donald

Date ▶

7/25/15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <i>Bernard A. Donald Jr.</i>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) <i>5321 Wagon Track Court</i>	Requester's name and address (optional)
6 City, state, and ZIP code <i>FT Worth, TX 76132</i>	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
4	5	6	-	9	1	-	7	5	5	3
or										
Employer identification number										
			-							

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Bernard A. Donald Jr.</i>	Date ▶ <i>7-25-15</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Richard Donald

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt, or suite no.)
2005 Ryandale Apt 5306

6 City, state, and ZIP code
Red Oak TX 75154

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

4	5	6	-	9	1	-	6	3	3	1
---	---	---	---	---	---	---	---	---	---	---

or

Employer identification number

			-							
--	--	--	---	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person *Richard Donald*

Date *8/6/2015*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Melissa Donald

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Other (see instructions) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
5321 Wilson Track Ct

6 City, state, and ZIP code
Fort Worth TX 76132

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
456-91-7717

or
Employer identification number
_____-_____-_____-_____-_____-_____-_____-_____-

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here
Signature of U.S. person *Melissa Donald*

Date *8/3/2015*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



City of Hattiesburg, MS

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

Master

File Number: 2015-2214

File ID: 2015-2214

Type: Regular Agenda Item

Status: Passed

Version: 2

Reference:

In Control: City Council

File Created: 10/13/2015

Brief Title: Wage change request

Final Action: 11/03/2015

Minute Book Number: MB2015-313, MB2015

Title:

Take from the Table and Approve or Deny changes to wages and salaries proposed in accordance with ordinance 3154 Section III-H, as detailed in the attached worksheet.

Notes:

Sponsors:

Enactment Date:

Attachments: Wages and Salaries 10-20-15, Wages and Salaries 10-20-15.doc revised

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	10/20/2015	Table				Pass
	Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Take from the Table and Table changes to wages and salaries proposed in accordance with ordinance 3154 Section III H, as detailed in the attached worksheet, except for Request number 10. Councilwoman Delgado stated that she is not in favor of tabling, but supports approving request number 10. 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						
2	City Council	11/03/2015	Approve				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Take from the Table and Approve or Deny changes to wages and salaries proposed in accordance with ordinance 3154 Section III-H, as detailed in the attached worksheet, except for Items 4 and 5, the two Code Enforcement positions.

Councilwoman Delgado stated that that she is in favor of approving all the changes; she said she does not support the exception of the two Code Enforcement positions.

Councilman Carroll asked that Ms. Bernardo, Mrs. Hopkins, and Mr. Eaton work together to see that all five code enforcement positions are equal in salary, at \$25,000 annually.

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 2015-2214

Title

Take from the Table and Approve or Deny changes to wages and salaries proposed in accordance with ordinance 3154 Section III-H, as detailed in the attached worksheet.

Summary

Salaries and wages change

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Wage Change Requests October, 2015

<u>Request No.</u>	<u>First Name</u>	<u>Last Name</u>	<u>Dept. Name</u>	<u>Dept. No.</u>	<u>Existing Pos. No.</u>	<u>New Dept.</u>	<u>New Dept. No.</u>	<u>New Pos. No.</u>	<u>Previous Rate</u>	<u>New Rate</u>	<u>Budget Amndmnt Required</u>	<u>Reason for request</u>
1	Reginald	Gowdy	PW-Streets	00-01-201	268.1	Airport	00-01-551	255.47	\$ 22,880.00	\$ 24,960.00	No	Filling vacant Equip Operator position
2	Michael	Pope	Purchasing	00-01-045	235-1	Info Tech	00-01-091	343-1	\$ 27,414.40	\$ 28,995.20	No	Filling System Technician position
3	Larry	Myers	Grounds Maint	10-02-300	249-157	Grounds	10-02-300	268-47	\$ 20,800.00	\$ 24,960.00	No	Filling vacant FMR position
4	Tracie	Russell	Code Enforce	00-01-180	301-17	N/A	N/A	N/A	\$ 25,043.00	\$ 27,851.00	No	Salary adjustment
5	Tywan	Kidd	Code Enforce	00-01-180	301-20	N/A	N/A	N/A	\$ 25,043.00	\$ 27,123.00	No	Salary adjustment
6	Sylvester	London	Customer Acct	40-09-660	232-6	Purchasing	00-01-045	235-1	\$ 22,880.00	\$ 26,000.00	No	Filling vacant purchasing assist pas.
7	Nicholas	Revis	Customer Acct	40-09-660	249-98	Sewer lagoon	40-09-677	268-63	\$ 20,800.00	\$ 22,880.00	No	Filling vacant FMR pos.-Sewer Lagoon
8	Karnella	Myers	PD-Teleservice	00-01-100	151-5	Code Enforce	00-01-180	301-19	\$ 21,840.00	\$ 22,963.20	No	Filling vacant Code Enforcement pas.
9	Kelando	Seales	PW Sanitation	00-01-220	249-40	Code Enforce	00-01-180	301-5	\$ 20,800.00	\$ 22,963.20	No	Filling vacant Code Enforcement pas.
10	Keith	Edwards	Fire Dept	00-01-160	350-10	N/A	N/A	105-34	\$ 33,640.00	\$ 35,140.00	No	Promotion to Engineer
11	Jerome	Parker	PW-Streets	00-01-201	249-152	Traffic Maint	00-01-191	268-62	\$ 20,800.00	\$ 22,880.00	No	Filling vacant FMR position

Wage Change Requests October, 2015

<u>Request No.</u>	<u>First Name</u>	<u>Last Name</u>	<u>Dept. Name</u>	<u>Dept. No.</u>	<u>Existing Pos. No.</u>	<u>New Dept.</u>	<u>New Dept. No.</u>	<u>New Pos. No.</u>	<u>Previous Rate</u>	<u>New Rate</u>	<u>Budget Amndmnt Required</u>	<u>Reason for request</u>
1	Reginald	Gowdy	PW-Streets	00-01-201	268.1	Airport	00-01-551	255.47	\$ 22,880.00	\$ 24,960.00	No	Filling vacant Equip Operator position
2	Michael	Pope	Purchasing	00-01-045	235-1	Info Tech	00-01-091	343-1	\$ 27,414.40	\$ 28,995.20	No	Filling System Technician position
3	Larry	Myers	Grounds Maint	10-02-300	249-157	Grounds	10-02-300	268-47	\$ 20,800.00	\$ 24,960.00	No	Filling vacant FMR position
4	Tracie	Russell	Code Enforce	00-01-180	301-17	N/A	N/A	N/A	\$ 25,043.00	\$ 27,851.00	No	Salary adjustment
5	Tywan	Kidd	Code Enforce	00-01-180	301-20	N/A	N/A	N/A	\$ 25,043.00	\$ 27,123.00	No	Salary adjustment
6	Sylvester	London	Customer Acct	40-09-660	232-6	Purchasing	00-01-045	235-1	\$ 22,880.00	\$ 26,000.00	No	Filling vacant purchasing assist pas.
7	Nicholas	Revis	Customer Acct	40-09-660	249-98	Sewer lagoon	40-09-677	268-63	\$ 20,800.00	\$ 22,880.00	No	Filling vacant FMR pos.-Sewer Lagoon
8	Karnella	Myers	PD-Teleservice	00-01-100	151-5	Code Enforce	00-01-180	301-19	\$ 21,840.00	\$ 22,963.20	No	Filling vacant Code Enforcement pas.
9	Kelando	Seales	PW Sanitation	00-01-220	249-40	Code Enforce	00-01-180	301-5	\$ 20,800.00	\$ 22,963.20	No	Filling vacant Code Enforcement pas.
11	Jerome	Parker	PW-Streets	00-01-201	249-152	Traffic Maint	00-01-191	268-62	\$ 20,800.00	\$ 22,880.00	No	Filling vacant FMR position



City of Hattiesburg, MS

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

Master

File Number: 2015-2243

File ID: 2015-2243

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 10/28/2015

Brief Title: Wages and Salaries requests 11-3-15

Final Action: 11/03/2015

Minute Book Number: MB2015-329

Title:

Approve or Deny changes to wages and salaries proposed in accordance with ordinance 3154 Section III-H, as detailes in the attached worksheet.

Notes:

Sponsors:

Enactment Date:

Attachments: Spreadsheet, Wages and Salary Requests, 1. Detail Sheet, J. Arnold 11-3-15, 2. Detail Sheet - C. Young 11-3-15, 3. Detail Sheet, G. Essary 11-3-15

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	11/03/2015	Approve				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Approve changes to wages and salaries proposed in accordance with ordinance 3154 Section III-H, as detailed in the attached worksheet.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2015-2243

Title

Approve or Deny changes to wages and salaries proposed in accordance with ordinance

3154 Section III-H, as detailes in the attached worksheet.

Summary

Wages and Salaries proposed.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

COUNCIL WAGE CHANGE REQUESTS

Request No.	First Name	Last Name	Current Department	Current Position	Current Annual ROP	New Department	New Position	New Annual ROP	Budgeted
1	Jourdan	Arnold	Fire	Firefighter	\$31,100.00	Fire	FF/Relief Driver	\$32,600.00	Yes
2	Gerald	Essary	Police	N/A	N/A	Police	Police Officer	\$37,000	No
3	Candance	Young	Police	N/A	N/A	Police	Police Officer	\$38,000	No

CITY OF HATTIESBURG

COUNCIL WAGE CHANGE REQUEST FORM

<i>Request Number</i>	1
<i>Date of Request</i>	10/27/2015
<i>Employee Name</i>	Jourdan Arnold

CURRENT

<i>Department</i>	Fire
<i>Position Title</i>	Firefighter
<i>Position Number</i>	303-6
<i>Annual Rate of Pay</i>	\$31,100.00

CHANGE

<i>Department</i>	Fire
<i>Position Title</i>	Firefighter/Relief Driver
<i>Position Number</i>	350-48
<i>Annual Rate of Pay</i>	\$32,600.00
<i>This Position became Vacant on:</i>	6/19/2015
<i>Reason for Requested Change</i>	Promotion to relief driver.

BUDGET

<i>Request Currently Budgeted?</i>	Yes
<i>Is a Budget Amendment Required?</i>	Yes

CITY OF HATTIESBURG

COUNCIL WAGE CHANGE REQUEST FORM

<i>Request Number</i>	3
<i>Date of Request</i>	10/27/2015
<i>Employee Name</i>	Candace Young (new hire)

CURRENT

<i>Department</i>	Police
<i>Position Title</i>	Police Officer
<i>Position Number</i>	313-112
<i>Annual Rate of Pay</i>	\$35,000.00

CHANGE

<i>Department</i>	Police
<i>Position Title</i>	Police Officer
<i>Position Number</i>	313-112
<i>Annual Rate of Pay</i>	\$38,000.00
<i>This Position became Vacant on:</i>	N/A
<i>Reason for Requested Change</i>	Hire experienced Officer- \$1,000. Bachelor's Degree - \$2,000.

BUDGET

<i>Request Currently Budgeted?</i>	Yes – CFO moved funds from another position
<i>Is a Budget Amendment Required?</i>	No

CITY OF HATTIESBURG

COUNCIL WAGE CHANGE REQUEST FORM

<i>Request Number</i>	2
<i>Date of Request</i>	10/27/2015
<i>Employee Name</i>	Gerrald Essary (new hire)

CURRENT

<i>Department</i>	Police
<i>Position Title</i>	Police Officer
<i>Position Number</i>	313-112
<i>Annual Rate of Pay</i>	\$35,000.00

CHANGE

<i>Department</i>	Police
<i>Position Title</i>	Police Officer
<i>Position Number</i>	313-112
<i>Annual Rate of Pay</i>	\$37,000.00
<i>This Position became Vacant on:</i>	N/A
<i>Reason for Requested Change</i>	Hire experienced Officer.

BUDGET

<i>Request Currently Budgeted?</i>	Yes – CFO moved funds from another position
<i>Is a Budget Amendment Required?</i>	No



City of Hattiesburg, MS

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

Master

File Number: 2015-2221

File ID: 2015-2221

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/21/2015

Brief Title: Southern Pines Animal Shelter agreement

Final Action: 11/03/2015

Minute Book Number: MB2015-329

Title:

Authorize Mayor to execute duplicate agreements between the City of Hattiesburg and Southern Pines Animal Shelter for the housing and shelter of stray and unwanted animals picked up by the City of Hattiesburg for the 2015-2016 fiscal year, beginning October 1, 2015.

Notes:

Sponsors:

Enactment Date:

Attachments: 2015 Southern Pines Animal Shelter Hattiesburg Service Contract, hattiesburg_contract_letter_2015, executed 2015 Southern Pines Animal Shelter Hattiesburg Service Contract

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	11/03/2015	Authorize				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Naylor to Authorize Mayor to execute duplicate agreements between the City of Hattiesburg and Southern Pines Animal Shelter for the housing and shelter of stray and unwanted animals picked up by the City of Hattiesburg for the 2015-2016 fiscal year, beginning October 1, 2015.							
Council President Bradley thanked staff members of Southern Pines Animal Shelter for their hard work and for the presentation.							
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 2015-2221

Title

Authorize Mayor to execute duplicate agreements between the City of Hattiesburg and Southern Pines Animal Shelter for the housing and shelter of stray and unwanted animals picked up by the City of Hattiesburg for the 2015-2016 fiscal year, beginning October 1, 2015.

Summary

Southern Pines Animal Shelter agreement.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Southern Pines Animal Shelter Municipal Service Contract



Prepared for the City of Hattiesburg

The following services are extended to the citizens and governing officials of Hattiesburg, MS, for the upcoming budget cycle beginning October 1, 2015, and ending September 30, 2016, upon acceptance of this Contract for Services:

1. Residents of Hattiesburg will receive a 50% discount on surrender fees of all dogs and cats surrendered to Southern Pines Animal Shelter during the 12 month term of this contract.

By contracting with Southern Pines the City of Hattiesburg benefits from the economies of scale of a large regional facility compared to the enormous cost of operating a smaller city funded animal care facility.

2. Southern Pines Animal Shelter professionals will accompany Hattiesburg law enforcement agencies on suspected animal abuse cases at their request and render their professional judgment regarding the health, safety, and humane conditions of suspected abuse cases. We will provide clarification regarding the recently passed Mississippi animal cruelty law and be available for court proceedings that result from abuse cases.

Southern Pines will provide abuse assistance to cities not under a Service Contract, but at a minimum cost of \$75 per hour per staff member with a typical charge including court appearances to average 22 man hours totaling \$1,650.00.

3. Southern Pines Animal Shelter will conduct one free Saturday rabies vaccination clinic run by our own clinic staff in your city during the contract period.

More than two-hundred residents attended our rabies clinic in 2014. Based on the cost of a vet visit and vaccination, this free clinic saved your residents approximately \$16,200.

The benefits of the 50% surrender discount, the rabies clinic, and just one abuse investigation assist equals approximately \$29,205. Avoiding the expense of operating a city managed shelter easily saves another \$300,000 for a total estimated value of \$329,205 annually.

Contract becomes effective with the council's acceptance and Council President's or Mayor's signature by October 1st, 2015, with payment due by October 30th, 2015.

Contract price = \$116,592.00

Contract fee based on \$2 per resident per most recent census plus \$20 per animal surrendered by animal control officers for 2014

Council President or Mayor _____ Date _____

SPAS Board of Directors President _____ Date _____

Southern Pines Animal Shelter P.O. Box 2021 Hattiesburg, MS 39403 601-544-6632



Southern Pines Animal Shelter
1901 North 31st Avenue
Hattiesburg, MS 39401- 1221
601.544.6632
www.southernpinesanimalshelter.org

City of Hattiesburg
#1 Government Plaza
Hattiesburg, MS 39401-4000

July 28, 2015

Dear Council and Mayor,

First, let me thank you for your long-standing support of Southern Pines Animal Shelter. As a non-profit organization, we rely on financial support from the constituencies we serve as well as donations from the public to keep our doors open. Last year, we accepted more than 5,300 stray, un-wanted, abused, and neglected animals through our gate, more than 1,360 of which came from the city of Hattiesburg through animal control or private citizens. We continue to work to improve our programs and efforts to not only assist community members, but also the animals in our care. This year, we have implemented and grown partnerships with groups such as Edwards Street Fellowship Center and Habitat for Humanity to support a pet food bank and to build and distribute doghouses to residents in need. In addition, our adoption and transport programs have allowed us to increase our live release rate thus far in 2015 to over 90%, a dramatic increase from years past. During the last year, we continued to fight this area's pet over-population problem, and united many adoptive families with pets they'll love for years. We enjoy the relationship we have with the City of Hattiesburg and its citizens and have worked diligently this year to serve them by accepting surrenders from them, reuniting them with their lost pets, and adopting out dogs and cats to them and their families.

While the contract funds we receive do not financially support the low cost spay and neuter clinic, I would be remiss if I did not also mention how helpful that program has been for city residents in providing low-cost spay and neuter services, including fee-waived spay and neuter opportunities throughout the year. In September, we provided a free rabies vaccination day for City of Hattiesburg residents, as provided for in our current contract. Over 200 animals received free vaccinations that day; events like that help keep the city a safer place. Southern Pines Animal Shelter also held several special events throughout the year to provide free collars and ID tags for pets to help reduce the number of lost strays at large in the community. We also continue to provide free assistance on animal welfare, abuse, neglect and hoarding cases to law enforcement and the public.

For the coming year, we are proposing the same contract services we offered last year at an annual fee of \$116,592 (paid over 12 months) according to the established contract model based on population and total animal control intake. This is a reduction of \$3,166 from the 2015 contract. With the acceptance of this contract, we will in turn take Hattiesburg residents' surrendered animals at half the rate of non-supporting constituencies, offer one rabies vaccination clinic free for City of Hattiesburg residents, and continue to assist at no charge on cases involving animal welfare, abuse, neglect and hoarding.

Should you have any questions or need further information or clarification, please let me know. We look forward to serving you again this year.

Sincere regards,

Ginny Sims
Shelter Director
e-mail: manager@southernpinesanimalshelter.org
phone: 601-544-6632

Southern Pines Animal Shelter Municipal Service Contract



Prepared for the City of Hattiesburg

The following services are extended to the citizens and governing officials of Hattiesburg, MS, for the upcoming budget cycle beginning October 1, 2015, and ending September 30, 2016, upon acceptance of this Contract for Services:

1. Residents of Hattiesburg will receive a 50% discount on surrender fees of all dogs and cats surrendered to Southern Pines Animal Shelter during the 12 month term of this contract.

By contracting with Southern Pines the City of Hattiesburg benefits from the economies of scale of a large regional facility compared to the enormous cost of operating a smaller city funded animal care facility.

2. Southern Pines Animal Shelter professionals will accompany Hattiesburg law enforcement agencies on suspected animal abuse cases at their request and render their professional judgment regarding the health, safety, and humane conditions of suspected abuse cases. We will provide clarification regarding the recently passed Mississippi animal cruelty law and be available for court proceedings that result from abuse cases.

Southern Pines will provide abuse assistance to cities not under a Service Contract, but at a minimum cost of \$75 per hour per staff member with a typical charge including court appearances to average 22 man hours totaling \$1,650.00.

3. Southern Pines Animal Shelter will conduct one free Saturday rabies vaccination clinic run by our own clinic staff in your city during the contract period.

More than two-hundred residents attended our rabies clinic in 2014. Based on the cost of a vet visit and vaccination, this free clinic saved your residents approximately \$16,200.

The benefits of the 50% surrender discount, the rabies clinic, and just one abuse investigation assist equals approximately \$29,205. Avoiding the expense of operating a city managed shelter easily saves another \$300,000 for a total estimated value of \$329,205 annually.

Contract becomes effective with the council's acceptance and Council President's or Mayor's signature by October 1st, 2015, with payment due by October 30th, 2015.

Contract price = \$116,592.00

Contract fee based on \$2 per resident per most recent census plus \$20 per animal surrendered by animal control officers for 2014

Council President or Mayor

Date 11-3-15

SPAS Board of Directors President

Date _____

Southern Pines Animal Shelter P.O. Box 2021 Hattiesburg, MS 39403 601-544-6632



City of Hattiesburg, MS

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

Master

File Number: 2015-2234

File ID: 2015-2234

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/27/2015

Brief Title: Authorize application to FAA for grant for Preliminary Design, Land Acquisition and Approach Lighting at the Bobby L. Chain Airport.

Final Action: 11/03/2015

Minute Book Number: MB2015-329-330

Title:

Authorize application to the U.S. Department of Transportation - Federal Aviation Administration for a grant for Preliminary Taxiway Design, Land Acquisition and Approach Lighting of the Bobby L. Chain Municipal Airport; Authorize Mayor to execute multiple originals of preapplication and application.

Notes:

Sponsors:

Enactment Date:

Attachments: HBG 2016 Pre App, executed HBG 2016 Pre App

Enactment Number:

Contact:

Meeting Date: 11/03/2015

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	11/03/2015	Authorize				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Authorize application to the U.S. Department of Transportation - Federal Aviation Administration for a grant for Preliminary Taxiway Design, Land Acquisition and Approach Lighting of the Bobby L. Chain Municipal Airport; Authorize Mayor to execute multiple originals of pre-application and application.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							

Text of Legislative File 2015-2234

Title

Authorize application to the U.S. Department of Transportation - Federal Aviation Administration for a grant for Preliminary Taxiway Design, Land Acquisition and Approach Lighting of the Bobby L. Chain Municipal Airport; Authorize Mayor to execute multiple originals of preapplication and application.

Summary

Authorize application to FAA for grant for Preliminary Taxiway Design, Land Acquisition and Approach Lighting at the Bobby L. Chain Airport.

Application for Federal Assistance SF-424

* 1. Type of Submission ☐ Preapplication ☐ Application ☐ Changed/Corrected Application		* 2. Type of Application ☐ New ☐ Continuation ☐ Revision		* If Revision, select appropriate letter(s): - Select One - * Other (Specify)
* 3. Date Received:		4. Application Identifier:		
5a. Federal Entity Identifier:		* 5b. Federal Award Identifier:		
State Use Only:				
6. Date Received by State:		7. State Application Identifier:		
8. APPLICANT INFORMATION:				
* a. Legal Name: City of Hattiesburg, MS				
* b. Employer/Taxpayer Identification Number (EIN/TIN): 72-1389168			*c. Organizational DUNS: 079448130	
d. Address:				
* Street1: 212 West Front Street Street 2: * City: Hattiesburg County: Forrest * State: MS Province: Country: United States *Zip/ Postal Code: 39401				
e. Organizational Unit:				
Department Name: Engineering			Division Name:	
f. Name and contact information of person to be contacted on matters involving this application:				
Prefix: Mr. Middle Name: * Last Name: Rutland Suffix: Title: Airport Director / City Engineer First Name: Lamar				
Organizational Affiliation: Hattiesburg - Bobby L. Chain Municipal Airport				
* Telephone Number: (601) 545-4540			Fax Number: (601) 545-4642	
* Email: lrutland@hattiesburgms.com				

Application for Federal Assistance SF-424

*9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration (FAA)

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Hattiesburg, Forrest County, MS

* 15. Descriptive Title of Applicant's Project:

Preliminary Taxiway Design, Land Acquisition and Approach Lighting Design

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: Fourth

*b. Program/Project: Fourth

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 01/01/2015

*b. End Date: 08/01/2015

18. Estimated Funding (\$):

*a. Federal	161,700.00
*b. Applicant	
*c. State	8,085.00
*d. Local	22,585.00
*e. Other	
*f. Program Income	
*g. TOTAL	192,370.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)**

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mayor

*First Name: Johnny

Middle Name: L.

*Last Name: DuPree

Suffix:

*Title: Mayor of Hattiesburg

*Telephone Number: (601) 545-4500

Fax Number: (601) 545-4642

* Email: info@hattiesburgms.com

*Signature of Authorized Representative:

*Date Signed:

Application for Federal Assistance (Development Projects)

PART II – PROJECT APPROVAL INFORMATION

SECTION A	
Item 1. Does this assistance request require State, local, regional, or other priority rating? ☐ Yes ☒ No	Name of Governing Body: Priority:
Item 2. Does this assistance request require State, or local advisory, educational or health clearances? ☐ Yes ☒ No	Name of Agency or Board: (Attach Documentation)
Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? ☐ Yes ☒ No	(Attach Comments)
Item 4. Does this assistance request require State, local, regional, or other planning approval? ☐ Yes ☒ No	Name of Approving Agency: Date:
Item 5. Is the proposal project covered by an approved comprehensive plan? ☒ Yes ☐ No	Check one: State ☐ Local ☐ Regional ☒ Location of Plan: FAA
Item 6. Will the assistance requested serve a Federal installation? ☐ Yes ☒ No	Name of Federal Installation: Federal Population benefiting from Project:
Item 7. Will the assistance requested be on Federal land or installation? ☐ Yes ☒ No	Name of Federal Installation: Location of Federal Land: Percent of Project: %
Item 8. Will the assistance requested have an impact or effect on the environment? ☐ Yes ☒ No	(See instructions for additional information to be provided.)
Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms? ☐ Yes ☒ No	Number of: Individuals: Families: Businesses: Farms:
Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated? ☐ Yes ☒ No	(See instructions for additional information to be provided.)

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The land to be acquired will be cleared of trees that are growing into the airspace of RWY 13.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

N/A

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

N/A

4. Consistency with Local Plans – The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

All projects are clearly depicted on the current Airport Layout Plan.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

10. Land – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

Hattiesburg - Bobby L. Chain Municipal Airport owns the land on which the completed parallel taxiway is to be designed and will acquire the land to the Northwest of RWY 13 in order to perform obstruction removal.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

Yes

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A"

Yes

*State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

SECTION A - GENERAL

1. Federal Domestic Assistance Catalog No. 20.106

2. Functional or Other Breakout.....

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$4,000.00
2. Preliminary expense (D.B.E. Updates)			
3. Land, structures, right-of-way			\$13,870.00
4. Architectural engineering basic fees			\$160,000.00
5. Other Architectural engineering fees			\$5,000.00
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous (Surveys, Appraisals, Environmental, Title & Closing)			\$9,500.00
14. Total (Lines 1 through 13)			\$192,370.00
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			\$192,370.00
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			\$192,370.00
20. Federal Share requested of Line 19			\$161,700.00
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			\$161,700.00
23. Grantee share			\$22,585.00
24. Other shares (STATE)			\$8,085.00
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$192,370.00

SECTION C – EXCLUSIONS		
Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
Totals	\$	\$

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
27. Grantee Share	
a. Securities	\$ 22,585.00
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	22,585.00
28. Other Shares	
a. State	8,085.00
b. Other	
c. Total Other Shares	8,085.00
29. TOTAL	\$ 30,670.00

SECTION E – REMARKS

PART IV – PROGRAM NARRATIVE (Attach – See Instructions)

PART IV
PROGRAM NARRATIVE
(Suggested Format)

PROJECT : Preliminary Taxiway Design, Land Acquisition and Approach Lighting

AIRPORT : Hattiesburg-Bobby L. Chain Municipal Airport

1. Objective:

The primary objective at HBG is to provide a "safe and efficient use of the navigable airspace" in accordance with FAA standards. According to FAA Advisory Circular 150/5300-13, a parallel taxiway is key in "reducing runway incursions with the corollary benefit of mitigating the potential for aircraft accident." This pre-application includes design for the parallel taxiway. Also, the current stand of trees in the northwest area adjacent to the airport property line creates an unsafe condition by penetrating the airport approach and departure airspace. This condition has been identified previously by FAA personnel. Additionally, as one of only two airports without an ILS in the state of MS to have a published HAT of 200 ft on a RNAV (GPS) approach, a MALSR approach would greatly benefit HBG. HBG is losing customers to other airports due to the pilots inability to adjust quickly under 200 ft without approach lights.

2. Benefits Anticipated:

The completed taxiway will increase airport safety and provide acceptable line-of-sight requirements for aircraft movement. In accordance with FAA Order 5100-38C Airport Improvement Program Handbook, paragraph 525, a taxiway is used to expedite the flow of traffic between runways and aircraft parking areas available for public use. The benefit of this project is to bring the airport into compliance with FAA standards. The land acquisition will allow the airport to maintain the respective airspace clearances for the near-and long-term solution for operational and maintenance activities and airspace safety. Once the land parcels are acquired, the trees will be removed to correct the line-of-sight of the end of the runway deficiency. The proposed ILS is consistent with the Airport Layout Plan and allows for future development of a precision approach.

3. Approach: (See approved Scope of Work in Final Application)

Engineering design will be performed for the Taxiway and the ILS. The land to be acquired has a previous appraisal that must be reviewed and verified as accurate in accordance with FAA Order 150/5100-17, Land Acquisition and Relocation Assistance for Airport Improvement Program (AIP) Assisted Projects. The land is to be used for "airport purposes" and "necessary" in accordance with FAA Order 5100.38C, Airport improvement Program (AIP) Handbook based on the above RSA, OFZ and OFA clear zone requirements. The land will be purchased as a "fee simple" for Airport Improvement Program (AIP) Assisted Projects prior to the tree removal.

4. Geographic Location:

Hattiesburg, MS Forrest County
31deg 15' 53.80"N / 89deg 15' 10.40"W

5. If Applicable, Provide Additional Information:

If the design of the completed parallel taxiway is completed in 2016, construction could be completed in 2017. The Sponsor will provide funds for Surveys, Appraisals, Environmentals & Closing costs.

6. Sponsor's Representative: (include address & telephone number)

Lamar Rutland, PE
Airport Director / City Engineer
212 West Front Street
Hattiesburg, MS 39401
601-545-4540

COST ESTIMATE

Preliminary Taxiway Design, Land Acquisition and Approach Lighting Design

Item 1 (Taxiway Design - Preliminary Engineering Design for Parallel Taxiway Widening and Extension)

1. Administration	\$ 2,000		4. Construction	\$
2. Engineering	\$ 88,000		5. Land	\$
3. Engineering (Other)*	\$ 5,000		TOTAL:	\$ 95,000

*City of Hattiesburg Contribution

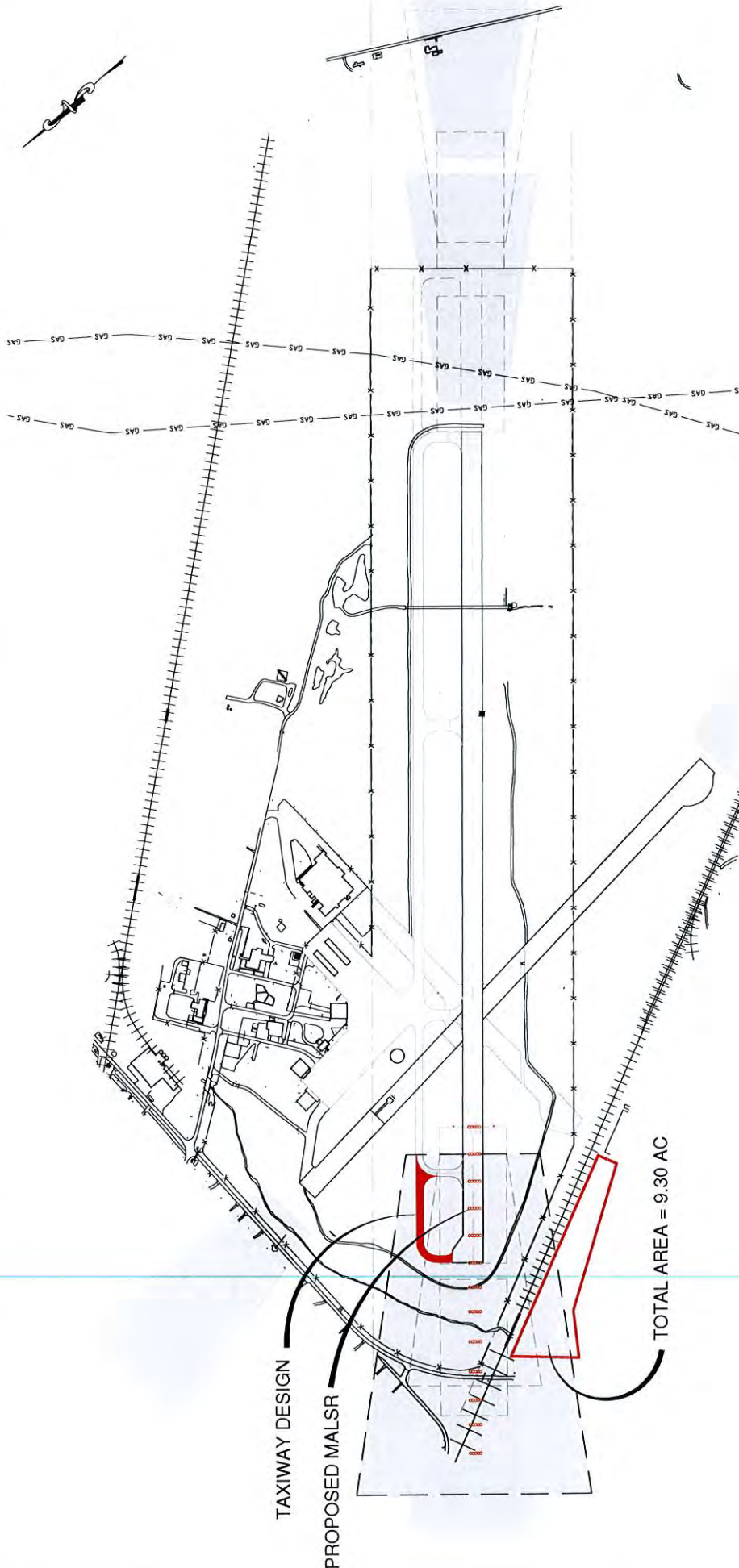
Item 2 (Engineering for Land Acquisition)

1. Administration	\$ 1,000		4. Construction	\$
2. Engineering	\$ 23,000		5. Land	\$ 12,000
3. Misc. (Appraisals, Legal, Survey & Environmental)*	\$ 9,500		TOTAL:	\$ 45,500

*City of Hattiesburg Contribution

Item 3 (Preliminary Design for Approach Lighting)

1. Administration	\$ 1,000		4. Construction	\$
2. Engineering	\$ 49,000		5. Land	\$ 1,870
3. Inspection	\$		TOTAL:	\$ 51,870



TAXIWAY EXTENSION EXHIBIT

HATTIESBURG BOBBY L. CHAIN MUNICIPAL AIRPORT
HATTIESBURG, MISSISSIPPI



AIR REUNION
CONSULTANTS

Design & Management Professionals

Aviation - Civil Engineering
Education & Development

Shreveport, Louisiana

800 Spring Street, Suite 214 Shreveport, LA 71101 • Telephone: (318) 222-8252 • Facsimile: 222-8251

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Hattiesburg, MS

Airport: Hattiesburg – Bobby L. Chain Municipal Airport

Project Number: 3-28-0031-0023-2016

Description of Work: Taxiway Design, Land Acquisition and Approach Lighting Design

A sponsor must disclose in writing any potential conflict of interest to the Federal Aviation Administration (FAA) or pass-through entity. No employee, officer or agent of the sponsor or subgrant recipient shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent,
2. Any member of his immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The sponsor's or subgrant recipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

Sponsors or subgrant recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrant recipient's officers, employees, or agents, or by contractors or their agents.

The sponsor or subgrant recipient must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

1. By checking "Yes," the sponsor or subgrant recipient certifies that it does not have any potential conflict of interest or Significant Financial Interests. By checking "No," the sponsor or subgrant recipient discloses that it does have a potential conflict of interest, which is further explained below.

☒ Yes ☐ No

2. The sponsor or subgrant recipient maintains a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. By checking "No", the sponsor or subgrant recipient discloses that it does not have a written policy, which is further explained below.

☒ Yes ☐ No

3. Explanation of items marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 19th day of October, 2015.

Name of Sponsor: City of Hattiesburg, MS

Name of Sponsor's Designated Official Representative: Johnny DuPree

Title of Sponsor's Designated Official Representative: Mayor

Signature of Sponsor's Designated Official Representative: _____

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Hattiesburg, MS

Airport: Hattiesburg – Bobby L. Chain Municipal Airport

Project Number: 3-28-0031-0023-2016

Description of Work: Taxiway Design, Land Acquisition and Approach Lighting Design

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326.2 CFR 200. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 2 CFR §§ 200.317-200.326 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. Solicitations were or will be made to ensure fair and open competition from a wide area of interest.
☒ Yes ☐ No ☐ N/A
2. Consultants were or will be selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations after initial selection.
☒ Yes ☐ No ☐ N/A
3. A record of negotiations has been or will be prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.
☒ Yes ☐ No ☐ N/A
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was or will be obtained from the Federal Aviation Administration (FAA).
☐ Yes ☐ No ☒ N/A

5. The consultant services contracts clearly or will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.
☒ Yes ☐ No ☐ N/A
6. Costs associated with work ineligible for AIP funding are or will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.
☒ Yes ☐ No ☐ N/A
7. Mandatory contract provisions for grant-assisted contracts have been or will be included in consultant services contracts.
☒ Yes ☐ No ☐ N/A
8. The cost-plus-percentage-of-cost methods of contracting prohibited under federal standards were not or will not be used.
☒ Yes ☐ No ☐ N/A
9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was or will be specifically described in the advertisement, and future work will not be initiated beyond five years.
☒ Yes ☐ No ☐ N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 19th day of October, 2015.

Name of Sponsor: City of Hattiesburg, MS

Name of Sponsor's Designated Official Representative: Johnny DuPree

Title of Sponsor's Designated Official Representative: Mayor

Signature of Sponsor's Designated Official Representative: _____

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Hattiesburg, MS

Airport: Hattiesburg – Bobby L. Chain Municipal Airport

Project Number: 3-28-0031-0023-2016

Description of Work: Taxiway Design, Land Acquisition and Approach Lighting Design

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. A statement has been or will be published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.
☒ Yes ☐ No ☐ N/A
2. An ongoing drug-free awareness program has been or will be established to inform employees about:
 - a. The dangers of drug abuse in the workplace
 - b. The sponsor's policy of maintaining a drug-free workplace
 - c. Any available drug counseling, rehabilitation, and employee assistance programs
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace☒ Yes ☐ No ☐ N/A
3. ~~Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above.~~
☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:
- a. Abide by the terms of the statement
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction
- ☒ Yes ☐ No ☐ N/A
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.
- ☒ Yes ☐ No ☐ N/A
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended
 - b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency
- ☒ Yes ☐ No ☐ N/A
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.
- ☒ Yes ☐ No ☐ N/A

Site(s) of performance of work:

Location 1

Name of Location: ARE Consultants, Inc.

Address: 800 Spring St., Ste. 214 Shreveport, LA 71101

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 19th day of October, 2015.

Name of Sponsor: City of Hattiesburg, MS

Name of Sponsor's Designated Official Representative: Johnny DuPree

Title of Sponsor's Designated Official Representative: Mayor

Signature of Sponsor's Designated Official Representative: _____

Real Property Acquisition Airport Improvement Program Sponsor Certification

Sponsor: City of Hattiesburg, MS

Airport: Hattiesburg – Bobby L. Chain Municipal Airport

Project Number: 3-28-0031-0023-2016

Description of Work: Taxiway Design, Land Acquisition and Approach Lighting Design

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Uniform Act), as amended.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.
☒ Yes ☐ No ☐ N/A
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.
☒ Yes ☐ No ☐ N/A
3. If property for airport development is or will be leased, the following conditions have been met:
 - a. The term is for 20 years or the useful life of the project.
 - b. The lessor is a public agency.
 - c. The lease contains no provisions that prevent full compliance with the grant agreement.☒ Yes ☐ No ☐ N/A
4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.
☒ Yes ☐ No ☐ N/A

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was (will be) obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.

☒ Yes ☐ No ☐ N/A

6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces, property interest was or will be obtained for the following:

- a. The right of flight
- b. The right of ingress and egress to remove obstructions
- c. The right to restrict the establishment of future obstructions

☒ Yes ☐ No ☐ N/A

7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:

- a. Valuation data to estimate the current market value for the property interest acquired on each parcel
- b. Verification that an opportunity has been provided the property owner or representative to accompany appraisers during inspections

☒ Yes ☐ No ☐ N/A

8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.

☒ Yes ☐ No ☐ N/A

9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.

☒ Yes ☐ No ☐ N/A

10. Effort was or will be made to acquire each property through the following negotiation procedures:

- a. No coercive action to induce agreement
- b. Supporting documents for settlements included in the project files

☒ Yes ☐ No ☐ N/A

11. If a negotiated settlement is not reached, the following procedures were or will be used:

- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property
- b. Supporting documents for awards included in the project files

☒ Yes ☐ No ☐ N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

☐ Yes ☐ No ☒ N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

☐ Yes ☐ No ☒ N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 19th day of October, 2015.

Name of Sponsor: City of Hattiesburg, MS

Name of Sponsor's Designated Official Representative: Johnny DuPree

Title of Sponsor's Designated Official Representative: Mayor

Signature of Sponsor's Designated Official Representative: _____

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Hattiesburg, MS

Airport: Hattiesburg – Bobby L. Chain Municipal Airport

Project Number: 3-28-0031-0023-2016

Description of Work: Taxiway Design, Land Acquisition and Approach Lighting Design

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP) labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/ installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or state standard, is necessary other than those previously approved by the Federal Aviation Administration (FAA).
☒ Yes ☐ No ☐ N/A
2. Specifications for the procurement of equipment are not or will not be proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.
☒ Yes ☐ No ☐ N/A
3. The development that is included or will be included in the plans is depicted on the airport layout plan approved by the FAA.
☒ Yes ☐ No ☐ N/A
4. Development that is ineligible for AIP funding has been or will be omitted from the plans and specifications.
☒ Yes ☐ No ☐ N/A

5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are or will be included in the project specifications.
☒ Yes ☐ No ☐ N/A
6. If a value engineering clause is incorporated into the contract, concurrence was or will be obtained from the FAA.
☒ Yes ☐ No ☐ N/A
7. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding.
☒ Yes ☐ No ☐ N/A
8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been or will be discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.
☒ Yes ☐ No ☐ N/A
9. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.
☒ Yes ☐ No ☐ N/A
10. The design of all buildings have complied or will comply with the seismic design requirements of 49 CFR § 41.120.
☐ Yes ☐ No ☒ N/A

Attach Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 19th day of October, 2015.

Name of Sponsor: City of Hattiesburg, MS

Name of Sponsor's Designated Official Representative: Johnny DuPree

Title of Sponsor's Designated Official Representative: Mayor

Signature of Sponsor's Designated Official Representative: _____

Application for Federal Assistance SF-424

* 1. Type of Submission		* 2. Type of Application		* If Revision, select appropriate letter(s):
☐ Preapplication		☐ New		- Select One -
☐ Application		☐ Continuation		* Other (Specify)
☐ Changed/Corrected Application		☐ Revision		
* 3. Date Received:		4. Application Identifier:		
5a. Federal Entity Identifier:		* 5b. Federal Award Identifier:		
State Use Only:				
6. Date Received by State:		7. State Application Identifier:		
8. APPLICANT INFORMATION:				
* a. Legal Name: City of Hattiesburg, MS				
* b. Employer/Taxpayer Identification Number (EIN/TIN): 72-1389168			*c. Organizational DUNS: 079448130	
d. Address:				
* Street1: 212 West Front Street Street 2: * City: Hattiesburg County: Forrest * State: MS Province: Country: United States *Zip/ Postal Code: 39401				
e. Organizational Unit:				
Department Name: Engineering			Division Name:	
f. Name and contact information of person to be contacted on matters involving this application:				
Prefix: Mr.		First Name: Lamar		
Middle Name:				
* Last Name: Rutland				
Suffix:				
Title: Airport Director / City Engineer				
Organizational Affiliation: Hattiesburg - Bobby L. Chain Municipal Airport				
* Telephone Number: (601) 545-4540			Fax Number: (601) 545-4642	
* Email: lrutland@hattiesburgms.com				

Application for Federal Assistance SF-424

*9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration (FAA)

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Hattiesburg, Forrest County, MS

* 15. Descriptive Title of Applicant's Project:

Preliminary Taxiway Design, Land Acquisition and Approach Lighting Design

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: Fourth

*b. Program/Project: Fourth

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 01/01/2015

*b. End Date: 08/01/2015

18. Estimated Funding (\$):

*a. Federal	161,700.00
*b. Applicant	
*c. State	8,085.00
*d. Local	22,585.00
*e. Other	
*f. Program Income	
*g. TOTAL	192,370.00

*19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372

*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mayor

*First Name: Johnny

Middle Name: L.

*Last Name: DuPree

Suffix:

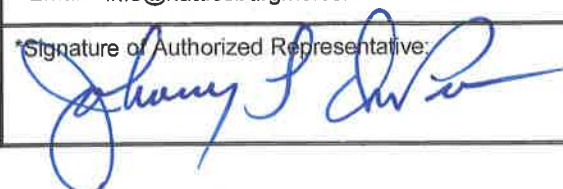
*Title: Mayor of Hattiesburg

*Telephone Number: (601) 545-4500

Fax Number: (601) 545-4642

* Email: info@hattiesburgms.com

*Signature of Authorized Representative:



*Date Signed:

11-3-15

Application for Federal Assistance (Development Projects)

PART II – PROJECT APPROVAL INFORMATION

SECTION A	
Item 1. Does this assistance request require State, local, regional, or other priority rating? ☐ Yes ☒ No	Name of Governing Body: Priority:
Item 2. Does this assistance request require State, or local advisory, educational or health clearances? ☐ Yes ☒ No	Name of Agency or Board: (Attach Documentation)
Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? ☐ Yes ☒ No	(Attach Comments)
Item 4. Does this assistance request require State, local, regional, or other planning approval? ☐ Yes ☒ No	Name of Approving Agency: Date:
Item 5. Is the proposal project covered by an approved comprehensive plan? ☒ Yes ☐ No	Check one: State ☐ Local ☐ Regional ☒ Location of Plan: FAA
Item 6. Will the assistance requested serve a Federal installation? ☐ Yes ☒ No	Name of Federal Installation: Federal Population benefiting from Project:
Item 7. Will the assistance requested be on Federal land or installation? ☐ Yes ☒ No	Name of Federal Installation: Location of Federal Land: Percent of Project: %
Item 8. Will the assistance requested have an impact or effect on the environment? ☐ Yes ☒ No	(See instructions for additional information to be provided.)
Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms? ☐ Yes ☒ No	Number of: Individuals: Families: Businesses: Farms:
Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated? ☐ Yes ☒ No	(See instructions for additional information to be provided.)

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The land to be acquired will be cleared of trees that are growing into the airspace of RWY 13.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

N/A

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

N/A

4. Consistency with Local Plans – The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

All projects are clearly depicted on the current Airport Layout Plan.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

10. Land – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

Hattiesburg - Bobby L. Chain Municipal Airport owns the land on which the completed parallel taxiway is to be designed and will acquire the land to the Northwest of RWY 13 in order to perform obstruction removal.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

Yes

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A"

Yes

*State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

SECTION A - GENERAL

2. Functional or Other Breakout.....

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$4,000.00
2. Preliminary expense (D.B.E. Updates)			
3. Land, structures, right-of-way			\$13,870.00
4. Architectural engineering basic fees			\$160,000.00
5. Other Architectural engineering fees			\$5,000.00
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous (Surveys, Appraisals, Environmentals, Title & Closing)			\$9,500.00
14. Total (Lines 1 through 13)			\$192,370.00
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			\$192,370.00
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			\$192,370.00
20. Federal Share requested of Line 19			\$161,700.00
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			\$161,700.00
23. Grantee share			\$22,585.00
24. Other shares (STATE)			\$8,085.00
25. Total Project (Lines 22, 23 & 24)	\$	\$	\$192,370.00

SECTION C – EXCLUSIONS		
Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$	\$
SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE		
27. Grantee Share		
a. Securities		\$ 22,585.00
b. Mortgages		
c. Appropriations (By Applicant)		
d. Bonds		
e. Tax Levies		
f. Non Cash		
g. Other (Explain)		
h. TOTAL - Grantee share		22,585.00
28. Other Shares		
a. State		8,085.00
b. Other		
c. Total Other Shares		8,085.00
29. TOTAL		\$ 30,670.00
SECTION E – REMARKS		

PART IV – PROGRAM NARRATIVE (Attach – See Instructions)

PART IV
PROGRAM NARRATIVE
(Suggested Format)

PROJECT : Preliminary Taxiway Design, Land Acquisition and Approach Lighting

AIRPORT : Hattiesburg-Bobby L. Chain Municipal Airport

1. Objective:

The primary objective at HBG is to provide a "safe and efficient use of the navigable airspace" in accordance with FAA standards. According to FAA Advisory Circular 150/5300-13, a parallel taxiway is key in "reducing runway incursions with the corollary benefit of mitigating the potential for aircraft accident." This pre-application includes design for the parallel taxiway. Also, the current stand of trees in the northwest area adjacent to the airport property line creates an unsafe condition by penetrating the airport approach and departure airspace. This condition has been identified previously by FAA personnel. Additionally, as one of only two airports without an ILS in the state of MS to have a published HAT of 200 ft on a RNAV (GPS) approach, a MALSR approach would greatly benefit HBG. HBG is losing customers to other airports due to the pilots inability to adjust quickly under 200 ft without approach lights.

2. Benefits Anticipated:

The completed taxiway will increase airport safety and provide acceptable line-of-sight requirements for aircraft movement. In accordance with FAA Order 5100-38C Airport Improvement Program Handbook, paragraph 525, a taxiway is used to expedite the flow of traffic between runways and aircraft parking areas available for public use. The benefit of this project is to bring the airport into compliance with FAA standards. The land acquisition will allow the airport to maintain the respective airspace clearances for the near-and long-term solution for operational and maintenance activities and airspace safety. Once the land parcels are acquired, the trees will be removed to correct the line-of-sight of the end of the runway deficiency. The proposed ILS is consistent with the Airport Layout Plan and allows for future development of a precision approach.

3. Approach: (See approved Scope of Work in Final Application)

Engineering design will be performed for the Taxiway and the ILS. The land to be acquired has a previous appraisal that must be reviewed and verified as accurate in accordance with FAA Order 150/5100-17, Land Acquisition and Relocation Assistance for Airport Improvement Program (AIP) Assisted Projects. The land is to be used for "airport purposes" and "necessary" in accordance with FAA Order 5100.38C, Airport improvement Program (AIP) Handbook based on the above RSA, OFZ and OFA clear zone requirements. The land will be purchased as a "fee simple" for Airport Improvement Program (AIP) Assisted Projects prior to the tree removal.

4. Geographic Location:

Hattiesburg, MS Forrest County
31deg 15' 53.80"N / 89deg 15' 10.40"W

5. If Applicable, Provide Additional Information:

If the design of the completed parallel taxiway is completed in 2016, construction could be completed in 2017. The Sponsor will provide funds for Surveys, Appraisals, Environmentals & Closing costs.

6. Sponsor's Representative: (include address & telephone number)

Lamar Rutland, PE
Airport Director / City Engineer
212 West Front Street
Hattiesburg, MS 39401
601-545-4540

COST ESTIMATE

Preliminary Taxiway Design, Land Acquisition and Approach Lighting Design

Item 1 (Taxiway Design - Preliminary Engineering Design for Parallel Taxiway Widening and Extension)

1. Administration	\$ 2,000		4. Construction	\$
2. Engineering	\$ 88,000		5. Land	\$
3. Engineering (Other)*	\$ 5,000		TOTAL:	\$ 95,000

*City of Hattiesburg Contribution

Item 2 (Engineering for Land Acquisition)

1. Administration	\$ 1,000		4. Construction	\$
2. Engineering	\$ 23,000		5. Land	\$ 12,000
3. Misc. (Appraisals, Legal, Survey & Environmental)*	\$ 9,500		TOTAL:	\$ 45,500

*City of Hattiesburg Contribution

Item 3 (Preliminary Design for Approach Lighting)

1. Administration	\$ 1,000		4. Construction	\$
2. Engineering	\$ 49,000		5. Land	\$ 1,870
3. Inspection	\$		TOTAL:	\$ 51,870



800 Spring Street, Suite 214 Shreveport, LA 71101 • Telephone: (318) 222-8252 • Facsimile: 222-8251

Aviation - Civil Engineering
Education & Development

Shreveport, Louisiana

Telephone: (318) 222-8252 • Facsimile: 222-8251

HATTIESBURG BOBBY L. CHAIN MUNICIPAL AIRPORT
HATTIESBURG, MISSISSIPPI

Certification and Disclosure Regarding Potential Conflicts of Interest

Airport Improvement Program Sponsor Certification

Sponsor: City of Hattiesburg, MS

Airport: Hattiesburg – Bobby L. Chain Municipal Airport

Project Number: 3-28-0031-0023-2016

Description of Work: Taxiway Design, Land Acquisition and Approach Lighting Design

A sponsor must disclose in writing any potential conflict of interest to the Federal Aviation Administration (FAA) or pass-through entity. No employee, officer or agent of the sponsor or subgrant recipient shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent,
2. Any member of his immediate family,
3. His or her partner, or
4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The sponsor's or subgrant recipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

Sponsors or subgrant recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by state or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrant recipient's officers, employees, or agents, or by contractors or their agents.

The sponsor or subgrant recipient must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

1. By checking "Yes," the sponsor or subgrant recipient certifies that it does not have any potential conflict of interest or Significant Financial Interests. By checking "No," the sponsor or subgrant recipient discloses that it does have a potential conflict of interest, which is further explained below.

☒ Yes ☐ No

2. The sponsor or subgrant recipient maintains a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. By checking "No", the sponsor or subgrant recipient discloses that it does not have a written policy, which is further explained below.

☒ Yes ☐ No

3. Explanation of items marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 19th day of October, 2015.

Name of Sponsor: City of Hattiesburg, MS

Name of Sponsor's Designated Official Representative: Johnny DuPree

Title of Sponsor's Designated Official Representative: Mayor

Signature of Sponsor's Designated Official Representative:



Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Hattiesburg, MS

Airport: Hattiesburg – Bobby L. Chain Municipal Airport

Project Number: 3-28-0031-0023-2016

Description of Work: Taxiway Design, Land Acquisition and Approach Lighting Design

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326.2 CFR 200. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 2 CFR §§ 200.317-200.326 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. Solicitations were or will be made to ensure fair and open competition from a wide area of interest.
☒ Yes ☐ No ☐ N/A
2. Consultants were or will be selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations after initial selection.
☒ Yes ☐ No ☐ N/A
3. A record of negotiations has been or will be prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.
☒ Yes ☐ No ☐ N/A
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was or will be obtained from the Federal Aviation Administration (FAA).
☐ Yes ☐ No ☒ N/A

5. The consultant services contracts clearly or will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.

☒ Yes ☐ No ☐ N/A

6. Costs associated with work ineligible for AIP funding are or will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.

☒ Yes ☐ No ☐ N/A

7. Mandatory contact provisions for grant-assisted contracts have been or will be included in consultant services contracts.

☒ Yes ☐ No ☐ N/A

8. The cost-plus-percentage-of-cost methods of contracting prohibited under federal standards were not or will not be used.

☒ Yes ☐ No ☐ N/A

9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was or will be specifically described in the advertisement, and future work will not be initiated beyond five years.

☒ Yes ☐ No ☐ N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

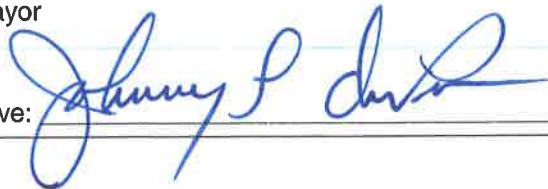
Executed on this 19th day of October, 2015.

Name of Sponsor: City of Hattiesburg, MS

Name of Sponsor's Designated Official Representative: Johnny DuPree

Title of Sponsor's Designated Official Representative: Mayor

Signature of Sponsor's Designated Official Representative:



Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Hattiesburg, MS

Airport: Hattiesburg – Bobby L. Chain Municipal Airport

Project Number: 3-28-0031-0023-2016

Description of Work: Taxiway Design, Land Acquisition and Approach Lighting Design

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. A statement has been or will be published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program has been or will be established to inform employees about:

- a. The dangers of drug abuse in the workplace
- b. The sponsor's policy of maintaining a drug-free workplace
- c. Any available drug counseling, rehabilitation, and employee assistance programs
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above.

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:
- a. Abide by the terms of the statement
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction
- ☒ Yes ☐ No ☐ N/A
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.
- ☒ Yes ☐ No ☐ N/A
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended
 - b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency
- ☒ Yes ☐ No ☐ N/A
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.
- ☒ Yes ☐ No ☐ N/A

Site(s) of performance of work:

Location 1

Name of Location: ARE Consultants, Inc.

Address: 800 Spring St., Ste. 214 Shreveport, LA 71101

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 19th day of October, 2015.

Name of Sponsor: City of Hattiesburg, MS

Name of Sponsor's Designated Official Representative: Johnny DuPree

Title of Sponsor's Designated Official Representative: Mayor

Signature of Sponsor's Designated Official Representative:



Real Property Acquisition Airport Improvement Program Sponsor Certification

Sponsor: City of Hattiesburg, MS

Airport: Hattiesburg – Bobby L. Chain Municipal Airport

Project Number: 3-28-0031-0023-2016

Description of Work: Taxiway Design, Land Acquisition and Approach Lighting Design

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Uniform Act), as amended.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.
☒ Yes ☐ No ☐ N/A
2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.
☒ Yes ☐ No ☐ N/A
3. If property for airport development is or will be leased, the following conditions have been met:
 - a. The term is for 20 years or the useful life of the project.
 - b. The lessor is a public agency.
 - c. The lease contains no provisions that prevent full compliance with the grant agreement.☒ Yes ☐ No ☐ N/A
4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.
☒ Yes ☐ No ☐ N/A

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was (will be) obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.

☒ Yes ☐ No ☐ N/A

6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces, property interest was or will be obtained for the following:

- a. The right of flight
- b. The right of ingress and egress to remove obstructions
- c. The right to restrict the establishment of future obstructions

☒ Yes ☐ No ☐ N/A

7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:

- a. Valuation data to estimate the current market value for the property interest acquired on each parcel
- b. Verification that an opportunity has been provided the property owner or representative to accompany appraisers during inspections

☒ Yes ☐ No ☐ N/A

8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.

☒ Yes ☐ No ☐ N/A

9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.

☒ Yes ☐ No ☐ N/A

10. Effort was or will be made to acquire each property through the following negotiation procedures:

- a. No coercive action to induce agreement
- b. Supporting documents for settlements included in the project files

☒ Yes ☐ No ☐ N/A

11. If a negotiated settlement is not reached, the following procedures were or will be used:

- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property
- b. Supporting documents for awards included in the project files

☒ Yes ☐ No ☐ N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

☐ Yes ☐ No ☒ N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

☐ Yes ☐ No ☒ N/A

Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 19th day of October, 2015.

Name of Sponsor: City of Hattiesburg, MS

Name of Sponsor's Designated Official Representative: Johnny DuPree

Title of Sponsor's Designated Official Representative: Mayor

Signature of Sponsor's Designated Official Representative:



Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Hattiesburg, MS

Airport: Hattiesburg – Bobby L. Chain Municipal Airport

Project Number: 3-28-0031-0023-2016

Description of Work: Taxiway Design, Land Acquisition and Approach Lighting Design

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP) labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/ installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for the certification statement below marked as not applicable (N/A), this list includes major requirements for this aspect of project implementation. This list is not comprehensive nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or state standard, is necessary other than those previously approved by the Federal Aviation Administration (FAA).

☒ Yes ☐ No ☐ N/A

2. Specifications for the procurement of equipment are not or will not be proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.

☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the airport layout plan approved by the FAA.

☒ Yes ☐ No ☐ N/A

4. Development that is ineligible for AIP funding has been or will be omitted from the plans and specifications.

☒ Yes ☐ No ☐ N/A

5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are or will be included in the project specifications.
☒ Yes ☐ No ☐ N/A
6. If a value engineering clause is incorporated into the contract, concurrence was or will be obtained from the FAA.
☒ Yes ☐ No ☐ N/A
7. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding.
☒ Yes ☐ No ☐ N/A
8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been or will be discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required.
☒ Yes ☐ No ☐ N/A
9. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design.
☒ Yes ☐ No ☐ N/A
10. The design of all buildings have complied or will comply with the seismic design requirements of 49 CFR § 41.120.
☐ Yes ☐ No ☒ N/A

Attach Additional documentation for any above item marked "no":

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 19th day of October, 2015.

Name of Sponsor: City of Hattiesburg, MS

Name of Sponsor's Designated Official Representative: Johnny DuPre

Title of Sponsor's Designated Official Representative: Mayor

Signature of Sponsor's Designated Official Representative:





City of Hattiesburg, MS

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

Master

File Number: 2015-2230

File ID: 2015-2230

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 10/26/2015

Brief Title: USGS Joint Funding Agreement 2015-2016

Final Action: 11/03/2015

Minute Book Number: MB2015-330

Title:

Approve and Authorize execution of two copies of a Joint-Funding Agreement for the period of October 1, 2015 - September 30, 2016 to continue the cooperative program between the U.S. Geological Survey (USGS) and the City of Hattiesburg for the operation and maintenance of the Bouie River Flood Monitoring Site at Glendale Avenue, and for hydrologic modeling and development of inundation maps for the Leaf River, with total cost to the city of \$5,865.00.

Notes:

Sponsors:

Enactment Date:

Attachments: USGS joint funding agreement, executed USGS joint funding agreement

Enactment Number:

Contact:

Meeting Date: 11/03/2015

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	11/03/2015	Approve and Authorize				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Approve and Authorize execution of two copies of a Joint-Funding Agreement for the period of October 1, 2015 - September 30, 2016 to continue the cooperative program between the U.S. Geological Survey (USGS) and the City of Hattiesburg for the operation and maintenance of the Bouie River Flood Monitoring Site at Glendale Avenue, and for hydrologic modeling and development of inundation maps for the Leaf River, with total cost to the city of \$5,865.00.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2015-2230

Title

Approve and Authorize execution of two copies of a Joint-Funding Agreement for the period of October 1, 2015 - September 30, 2016 to continue the cooperative program between the U.S. Geological Survey (USGS) and the City of Hattiesburg for the operation and maintenance of the Bouie River Flood Monitoring Site at Glendale Avenue, and for hydrologic modeling and development of inundation maps for the Leaf River, with total cost to the city of \$5,865.00.

Summary

USGS Joint Funding Agreement for the Bouie River Flood Monitoring Site at Glendale Avenue.

Budget Information

001203.6049

Expenditure Type

Purchasing Item

Publication Information

Customer #:	6000001885
Agreement #:	16ESMS000000005
Project #:	001MS
TIN #:	64-6000432
Fixed Cost Agreement	YES

JOINT FUNDING AGREEMENT

FOR
Water Resources Investigations

THIS AGREEMENT is entered into as of the, 1st day of October, 2015 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF HATTIESBURG, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the operation and maintenance of a flood monitoring site on the Bouie River at Glendale Avenue herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.00 .

(a)	by the party of the first part during the period				
		Amount	Date	to	Date
		\$4,290.00	October 1, 2015		September 30, 2016
(b)	by the party of the second part during the period				
		Amount	Date	to	Date
		\$5,865.00	October 1, 2015		September 30, 2016

\$1,575 of the amount 2(b) shall be unmatched

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of:

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered **ANNUALLY**. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

**U.S. Geological Survey
United States
Department of the Interior**

City of Hattiesburg

USGS Point of Contact

Name: Michael S. Runner
Address: 308 South Airport Road
Jackson, MS 39208
Telephone: 601-933-2941
Email: msrunner@usgs.gov

Customer Point of Contact

Name: Bert Kuyrkendall
Address: P.O. Box 1891
Hattiesburg, MS 39403
Telephone: 601-545-4640
Email: bkuyrkendall@hattiesburgms.com

Signatures and Date

Signature:

 10/20/15

Date:

Signature:

Date:

Name:

W. Scott Gain

Name:

Johnny DuPree

Title:

Director, LMG Water Science Center

Title:

Mayor

Customer #:	6000001885
Agreement #:	16ESMS000000005
Project #:	001MS
TIN #:	64-6000432
Fixed Cost Agreement	YES

JOINT FUNDING AGREEMENT

FOR

Water Resources Investigations

THIS AGREEMENT is entered into as of the, 1st day of October, 2015 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF HATTIESBURG, party of the second part.

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	Amount	Date	to	Date	
	\$4,290.00	October 1, 2015		September 30, 2016	

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	Amount	Date	to	Date	
	\$5,865.00	October 1, 2015		September 30, 2016	

\$1,575 of the amount 2(b) shall be unmatched

(c)	Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of:
	Description of the USGS regional/national program:

(d)	Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
(e)	The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
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9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered **ANNUALLY**. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

**U.S. Geological Survey
United States
Department of the Interior
USGS Point of Contact**

Name: Michael S. Runner
Address: 308 South Airport Road
Jackson, MS 39208
Telephone: 601-933-2941
Email: msrunner@usgs.gov

City of Hattiesburg

Customer Point of Contact

Name: ~~Bert Kuykendall~~ Lamar Rutland
Address: P.O. Box 1891
Hattiesburg, MS 39403
Telephone: 601-545-4640
Email: ~~bkuykendall~~ lrutland@hattiesburgms.com

Signatures and Date

Signature:



Date:

10/20/15

Name:

W. Scott Gain

Title:

Director, LMG Water Science Center

Signature:



Date:

11-3-15

Name:

Johnny Dupree

Title:

Mayor



City of Hattiesburg, MS

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

Master

File Number: 2015-2215

File ID: 2015-2215

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/14/2015

Brief Title: Dixie Pipeline Donation

Final Action:

Minute Book Number: MB2015-331

Title: Acknowledge donation from Dixie Pipeline Company, LLC, in the amount of Two Hundred Fifty Dollars and zero cents (\$250.00) to the City of Hattiesburg Fire Department to be placed in the Municipal Fire Protection Fund to purchase fire protection equipment, etc.

Notes:

Sponsors:

Enactment Date:

Attachments: Dixie Pipeline Donation Check 2015

Enactment Number:

Contact:

Meeting Date: 10/20/2015

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	11/03/2015					

Text of Legislative File 2015-2215

Title

Acknowledge donation from Dixie Pipeline Company, LLC, in the amount of Two Hundred Fifty Dollars and zero cents (\$250.00) to the City of Hattiesburg Fire Department to be placed in the Municipal Fire Protection Fund to purchase fire protection equipment, etc.

Summary

Donation



Enterprise Products™
Dixie Pipeline Company LLC
P.O. Box 4735
Houston, TX 77210

PAGE: 1 of 1

DATE: July 28, 2015
TRACE NUMBER: 33827400954084103917
CHECK NUMBER: 103917



00050 CK3 LA 15ED8 - 0000003917 ANNNNNNNNNNN 2085100005801 KLOPFL C

CITY OF HATTIESBURG MS
FIRE DEPT
810 N MAIN ST
HATTIESBURG MS 39401



DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
06/25/15	25000JUL15	DONATION	\$250.00	\$0.00	\$250.00
		TOTALS	\$250.00	\$0.00	\$250.00

PLEASE DETACH BEFORE DEPOSITING CHECK



Enterprise Products™
Dixie Pipeline Company LLC
P.O. Box 4735
Houston, TX 77210

WELLS FARGO BANK, N.A.
115 HOSPITAL DRIVE
VAN WERT, OH 43891

CHECK
NUMBER 103917

56-382
412

July 28, 2015

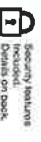
*** VOID AFTER 180 DAYS ***

*****250 DOLLARS AND 00 CENTS

PAY
TO THE
ORDER OF:

CITY OF HATTIESBURG MS
FIRE DEPT
810 N MAIN ST
HATTIESBURG, MS 39401

CHECK AMOUNT
\$250.00



Security Features
Included.
Details on back.

W. Rand. McCoy Jr.
AUTHORIZED SIGNATURE

⑈ 103917 ⑈ ⑆041203824⑆ 9600141192⑈



City of Hattiesburg, MS

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

Master

File Number: 2015-2242

File ID: 2015-2242

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/28/2015

Brief Title: Grave space buyback

Final Action:

Minute Book Number: MB2015-331

Title:

Approve the sale of one (1) grave space located at the South Half (S1/2) of the Northwest Quarter(NW1/4) Lot 47, Section 28; of the Highland Cemetery, in the amount of \$175.00 to James Steven Mitchell (executor) and Elizabeth Mona Mitchell; authorize manual check for the same.

Notes:

Sponsors:

Enactment Date:

Attachments: Mitchell-Documents

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	11/03/2015					

Text of Legislative File 2015-2242

Title

Approve the sale of one (1) grave space located at the South Half (S1/2) of the Northwest Quarter(NW1/4) Lot 47, Section 28; of the Highland Cemetery, in the amount of \$175.00 to James Steven Mitchell (executor) and Elizabeth Mona Mitchell; authorize manual check for the same.

Summary

Cemetery buyback

Budget Information

Expenditure Type

Purchasing Item

Publication Information

10/6/15

By Copy of THIS NOTE, I AM REQUESTING TO SELL my Late
MOTHER'S BURIAL PLOT AT HIGHLAND CEMETERY BACK TO THE CITY
OF HATTIESBURG. HERE PLOT INFORMATION IS:

SECTION 28

LOT 47

S $\frac{1}{2}$ OF THE NW $\frac{1}{4}$

Space # 3.

Steve Mitchell (STEVE MITCHELL)
EXECUTOR OF THE ESTATE

OK Space open
Robert H. 10/7/15

STATE OF MISSISSIPPI

MISSISSIPPI STATE DEPARTMENT OF HEALTH VITAL RECORDS



9040916

2009-010121

FILED
DATE JUN 02 2009

CERTIFICATE OF DEATH STATE OF MISSISSIPPI

STATE FILE
NUMBER

1. NAME Joan Alison Mitchell		2. SEX Female		3. HOUR OF DEATH 02:01		4. DATE OF DEATH (Month, Day, Year) May 27, 2009	
5. RACE (Specify: White, Neg., American Indian, etc.) White		6. AGE AT LAST BIRTHDAY 81		7. DATE OF BIRTH (Month, Day, Year) February 05, 1928		8. STATE OF BIRTH New York	
9. PLACE OF DEATH (Specify: Home, etc.) Home		10. DEATH OCCURRED IN A HOSPITAL ☐ Hospital ☐ Outpatient ☐ DCA		11. DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL ☐ Nursing home/long term care facility ☐ Other (Specify):			
12. FACILITY NAME (If not a facility, give street address, house number, or other address) 700 Hillendale Drive				13. CITY, TOWN OR LOCATION OF DEATH Hattiesburg		14. COUNTY OF DEATH Forrest	
15. DECEASED'S EDUCATION (Specify: High school, college, etc.) High school		16. DECEASED'S MARITAL STATUS (Specify: Single, married, widowed, divorced) Widowed		17. SURVIVING SPOUSE (If any, give name and age) None		18. WAS DECEASED EVER IN U.S. ARMY POSTER (Yes or No) NO	
19. WAS DECEASED A VETERAN OR VETERAN'S SPOUSE? (Specify: Yes, No, or Yes (Specify)) NO		20. SOCIAL SECURITY NUMBER 066-22-0504		21. USUAL OCCUPATION (Specify: Work, home, or other) Exc. Admin. Assistant		22. KIND OF BUSINESS OR INDUSTRY Timber	
23. RESIDENCE - STATE Mississippi		24. RESIDENCE - COUNTY Forrest		25. CITY OR TOWN Hattiesburg		26. STREET AND NUMBER OR RURAL LOCATION 700 Hillendale Drive	
27. FATHER - NAME George		28. MOTHER - NAME Alison		29. FATHER - NAME Murphy		30. MOTHER - NAME Rhoda	
31. INFORMANT - NAME (Type or print) Steve Mitchell		32. RELATIONSHIP TO DECEASED Son		33. MAILING ADDRESS (Street and number, City or town, State, ZIP Code) 700 Hillendale Drive Hattiesburg, MS 39402			
34. DEPOSITION OF BODY (Specify: Burial, Cremation, etc.) Cremation		35. CEMETERY (Specify: Name) Memorial Gardens		36. LOCATION (City and State) Picayune, MS		37. TOMBSTONE - SIGNATURE AND INITIALS (If any) "Not Embalmed"	
38. FUNERAL HOME - NAME Moore Funeral Home 184		39. FUNERAL HOME LICENSE NUMBER #71		40. MAILING ADDRESS (Street and number, City or town, State, ZIP Code) P.O. Box 2056 Hattiesburg, Mississippi 39403			
41. PERSON WHO PREPARED DEATH - NAME AND TITLE (Type or print) Sherral Longwire, R.N.		42. PREPARED DEATH (Month, Day, Year) 05-27-2009		43. PREPARED DEATH (Hour, Day, Year) 02:40			
44. CERTIFIER - NAME (Type or print) Douglas E. Benedict, Jr.		45. MAILING ADDRESS (Street and number, City or town, State, ZIP Code) P.O. Box 1564 Hattiesburg, MS 39403-1564		46. On the basis of all information and investigation, in my opinion, death occurred as the result of natural causes. ☒ Yes ☐ No		47. SIGNATURE <i>[Signature]</i>	
48. DATE SIGNED (Month, Day, Year) May 27, 2009		49. TITLE Forrest County CHS 18-1		50. DATE SIGNED (Month, Day, Year) May 27, 2009			
51. CAUSE OF DEATH - Part I: Enter the cause of death - direct or indirect - that caused the death. DO NOT over-embellish with such as "after a long illness," "heart failure," "old age," etc. DO NOT use abbreviations. End Stage Chronic Obstructive Pulmonary Disease							
52. IMMEDIATE CAUSE (Final disease or condition resulting in death) End Stage Chronic Obstructive Pulmonary Disease							
53. INTERMEDIATE CAUSE (If any, listing in immediate cause) End Stage Chronic Obstructive Pulmonary Disease							
54. CAUSE OF DEATH (If any, listing in intermediate cause) End Stage Chronic Obstructive Pulmonary Disease							
55. PART II: OTHER SIGNIFICANT CONDITIONS - Conditions surrounding the death but not meeting the definition of cause given in Part I. None							
56. IF FEMALE: SPECIFY: ☐ Not pregnant, but had been pregnant 43 days to 1 year before death. ☐ Pregnant at time of death. ☐ Unknown if pregnant within the past year.							
57. DATE OF DEATH (Month, Day, Year) May 27, 2009		58. PLACE OF DEATH (Specify: Home, etc.) Home		59. HOUR OF DEATH 02:01		60. DISCUSS HOW OR BY WHAT MEANS INJURY OCCURRED None	
61. DEATH AT WORK (Yes or No) No		62. PLACE OF INJURY (Specify: Home, Farm, Street, Factory, Office Building, etc.) Home		63. LOCATION Home		64. CITY OR TOWN Hattiesburg	

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



JUN -5 2009

Judy Moulder
Judy Moulder
STATE REGISTRAR

WARNING: A REPRODUCTION OF THIS DOCUMENT RENDERS IT VOID AND INVALID. DO NOT ACCEPT UNLESS EMBOSSED SEAL OF THE MISSISSIPPI STATE BOARD OF HEALTH IS PRESENT. IT IS ILLEGAL TO ALTER OR COUNTERFEIT THIS DOCUMENT.

VERIFY PRESENCE OF WATERMARK HOLD TO LIGHT TO VIEW

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11-8-2004

PAID TO:

Mrs. Miss

Joan M. Mitchell

ADDRESS

700 Hillside Drive Hattiesburg, MS 39402

Agrees to purchase the grave space described below, subject to Cemetery regulations.

Section No. 28

Lot No. 47

in Hattiesburg Cemetery.

Number of grave spaces

Price per grave space \$

175.00

Amount Received \$

175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

check 1317

By *[Signature]* Supt. of City Cemeteries

LAST WILL AND TESTAMENT
OF
JOAN ALISON MURPHY MITCHELL

I, the undersigned JOAN ALISON MURPHY MITCHELL, presently of Hattiesburg, Mississippi, being over the age of eighteen (18) years, and being of sound and disposing mind and memory, do hereby make, declare, and publish this my last will and testament, hereby specifically revoking any other wills, codicils or testamentary writings that may have heretofore been executed by me.

ARTICLE I.

First, I direct that all of my just debts, funeral expenses, costs of administering my estate, and all estate, inheritance, transfer, legacy, and succession taxes, if any, due to the United States of America or any state shall first be paid, saving unto my devisees and legatees, however, any exemptions allowed by law.

ARTICLE II.

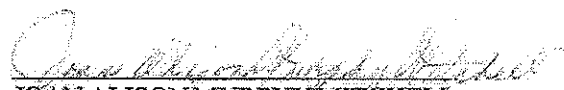
I hereby give, devise, and bequeath all of the rest, residue, and remainder of my property, real, personal, and mixed, wherever located, unto my three children, Adrianna Patricia Mitchell Tate, Elizabeth Monna Mitchell, and James Steven Mitchell, to be distributed by the executor of this will in the manner most fair and equitable in the opinion of said executor.

ARTICLE III.

I hereby nominate and appoint my aforesaid son, James Steven Mitchell, executor of this will, and relieve him of the necessity of giving bond as executor and of making any report, appraisal, inventory, and account to any court or judge, and I hereby waive the necessity of appraisement of my estate. I grant unto him as executor full and complete power and authority to sell, exchange, mortgage or otherwise dispose of any of the property of my estate coming into his hands as executor without

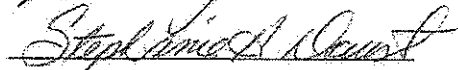
the necessity of precedent authorization from, reports to or confirmation by any court or judge, and I grant unto him full and complete power and authority to execute any and all deeds, mortgages, pledges, conveyances or other documents or instruments of whatever kind and character deemed by him necessary or convenient in the exercise of any power herein granted. The powers hereinabove specified are to be effective whether or not it is necessary to sell any of my property in order to pay debts. Should my said son be not living at the time of my death, or if he should thereafter die or be or become unwilling or unable to serve as such executor, then I nominate and appoint my aforesaid daughter, Elizabeth Monna Mitchell, as alternate or successor executrix, granting unto her the same powers and relieving her of the same obligations as set forth above with respect to my said son. Should neither my said son or my said daughter Elizabeth Monna Mitchell be living at the time of my death, or if they should thereafter die or be or become unwilling or unable to serve as such executor or executrix, then I nominate and appoint my aforesaid daughter Adrianna Patricia Mitchell Tate, as second alternate or successor executrix, granting unto her the same powers and relieving her of the same obligations as set forth above with respect to my said son and said daughter Elizabeth Monna Mitchell.

MADE, DECLARED, AND PUBLISHED this 10th day of February, A.D., 2006.


JOAN ALISON MURPHY MITCHELL

SUBSCRIBING WITNESSES:

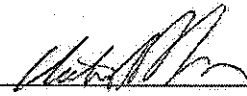


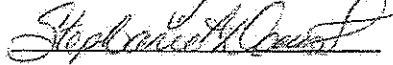


CERTIFICATE

WE, the undersigned subscribing witnesses to the above and foregoing last will and testament of JOAN ALISON MURPHY MITCHELL, do hereby certify that on the day and date above written, the said JOAN ALISON MURPHY MITCHELL did, in our presence, sign, make, declare, and publish the above and foregoing as her last will and testament; and that we, at her request and in her presence and in the presence of each other, signed our names thereto as subscribing witnesses; and that at such time the said JOAN ALISON MURPHY MITCHELL was over the age of eighteen (18) years and was of sound and disposing mind and memory.

WITNESS our signatures, on this 10th day of February, A.D., 2006.





STATE OF MISSISSIPPI
COUNTY OF FORREST

AFFIDAVIT OF SUBSCRIBING WITNESSES
TO THE LAST WILL AND TESTAMENT OF
JOAN ALISON MURPHY MITCHELL

Personally appeared before me, the undersigned authority in and for said state and county, within my jurisdiction, the undersigned affiants, each of whom by me being first duly sworn, states upon his/her oath that he/she is a competent adult citizen of the State of Mississippi; that on the date this affidavit is made each of them is personally acquainted with Joan Alison Murphy Mitchell, a resident of Forrest County, Mississippi; that on the date this affidavit is made each saw the said Joan Alison Murphy Mitchell sign, make, declare and publish, in their presence and in the presence of each other, the instrument of writing to which this affidavit is attached as and for her Last Will and Testament; that the said Joan Alison Murphy Mitchell did, on the date this affidavit is made, sign, declare and publish said instrument of writing in the presence of these affiants as and for her Last Will and Testament, and that these affiants did, at her request and in her presence and in the presence of each other, sign their names thereto as subscribing witnesses; and that at such time the said Joan Alison Murphy Mitchell was over the age of eighteen (18) years and was of sound and disposing mind and memory.

ADDRESS:

5 Highlander, Hattiesburg, MS 39402

905 ADELIN ST. HATTIESBURG, MS 39401

202 Holly Circle, Paris, MS 39475

Victor A. DuBose

JOSEPH HEIDELBERG

Stephanie A. DuBose

SWORN TO AND SUBSCRIBED BEFORE ME on this the 10th day of FEB., A.D., 2006.

[Signature]
NOTARY PUBLIC

My Commission Expires:

2-11-06.



City of Hattiesburg, MS

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

Master

File Number: 2015-2225

File ID: 2015-2225

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/22/2015

Brief Title: Buy back of grave spaces.

Final Action:

Minute Book Number: MB2015-331

Title:

Approve the purchase of three(3) grave spaces located at the (S1/2) South Half (NW1/4) Northwest Quarter; Lot 34 Section 24; (2) North Half (N1/2)- Northwest Quarter (NW1/4) Lot 34 Section 24 (3) South Half(S1/2) Southwest Quarter (SW1/4) Lot 23 Section 24, all located in the Highland Cemetery, in the amount of \$ 525.00 to Carol Kelly, authorize manual check for the same.

Notes:

Sponsors:

Enactment Date:

Attachments: Kelly- Supporting Documents

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	11/03/2015					

Text of Legislative File 2015-2225

Title

Approve the purchase of three(3) grave spaces located at the (S1/2) South Half (NW1/4) Northwest Quarter; Lot 34 Section 24; (2) North Half (N1/2)- Northwest Quarter (NW1/4) Lot 34 Section 24 (3) South Half(S1/2) Southwest Quarter (SW1/4) Lot 23 Section 24, all located in the Highland Cemetery, in the amount of \$ 525.00 to Carol Kelly, authorize manual check for the same.

Summary

Cemetery Buy back

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Turned in 7/22/15

Carol Kelly
15235 Chalet Drive
San Antonio, TX. 78232
June 28, 2015

Robert Harvey
Manager, Highland Cemetery
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS. 39403-1898

Dear Mr. Harvey:

On April 6, 2015 I spoke to you regarding 3 Highland Cemetery plots that currently belong to my sister and me. Per your advice, this letter is to request the 3 cemetery plots be sold back to the City of Hattiesburg.

Five plots were purchased by our parents (Leavell and Maria Elena Kelly) on June 28, 1982 at a cost of \$175 each. Four plots are located in Lot Number 34, Section 24 and one plot is located in Lot Number 23, Section 24. Our parents are buried in Lot Number 34, Section 24 Plot 1 and Plot 2. It is the remaining 3 plots that we wish to sell back to the City. It is my understanding the plots will be purchased by the City for \$175, the same price our parents paid. Enclosed are the two original deeds to the Cemetery lots and a map showing the location of the three plots.

Our father passed away in 2001 and our mother in 2013; my sister Janet Marie Hodges and I are their only children. My sister and I agree to the sale of the plots and we request this transaction be made.

If you have any questions or need additional information, I can be reached at (210) 413-0079 or ckelly1@satx.rr.com. Thank you for your assistance with this matter.

Sincerely,

Carol Ann Kelly 7-12-15 Janet Marie Hodges 6/30/15
Date Date Date

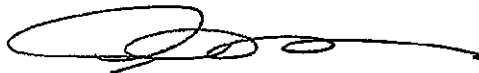
RH

LAST WILL AND TESTAMENT

OF

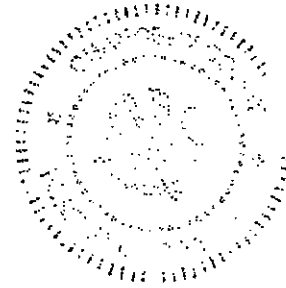
MARIA ELENA GARCIA KELLY

I HAVE ORIGINAL
7-1-13


ROBERT T. JACKSON, SR.

Robert T. Jackson, Sr.
Jackson & Arrington, PLLC
309 South 40th Avenue
Hattiesburg, MS 39402
(601) 264-3309

Forrest County
Filed/Recorded FEBRUARY 12 2014 09:08:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk



Prepared by and return to:
Robert T. Jackson, Sr.
Jackson & Arrington, PLLC
P. O. Box 15517
Hattiesburg, MS 39404-5517
(601) 264-3309
MSB#2972

STATE OF MISSISSIPPI
COUNTY OF FORREST

EXECUTRIX'S DEED

Pursuant to the authority granted by the Judgment Closing Estate and Discharging Executrix dated January 23, 2014, filed among the court records of the Forrest County Chancery Court of Mississippi, in the Estate of Maria Elena Garcia Kelly, Deceased, Cause No. 13-0136-PR-B,

Estate of Maria Elena Garcia Kelly,
Carol Ann Kelly, Executrix
15235 Chalet Drive
San Antonio, TX 78232
(210) 490-7390

does hereby grant, bargain, sell, convey and specially warrant unto

Carol Ann Kelly
15235 Chalet Drive
San Antonio, TX 78232
(210) 490-7390

all right, title and interest of said Estate in and to the following described real property lying and being situated in Forrest County, Mississippi, and being more particularly described as follows, to-wit:

(See Exhibit "A" attached)

INDEXING INSTRUCTIONS: Lots 103 and 156, Parkhaven North Subdivision

Inst. 716266
Bk 1170 Pg 0666

LAST WILL AND TESTAMENT
OF
MARIA ELENA GARCIA KELLY

KNOW ALL MEN BY THESE PRESENTS, that I, **MARIA ELENA GARCIA KELLY**, of the County of Forrest, State of Mississippi, being above the age of eighteen (18) years and being of sound and disposing mind and memory, do revoke all other Wills and Codicils heretofore made by me and do make and ordain this my Last Will and Testament.

Article 1

I have two (2) children, nameiy, **CAROL ANN KELLY** and **JANET MARIE HODGES**, and all references to my children shall be to them.

Article 2

I direct that all of my just debts, all taxes and all expenses of my last illness and funeral be paid as soon after my death as conveniently can be done. I will and direct that the administration of my estate be closed as soon after my death as is reasonably possible.

Article 3

I hereby direct my Executor to pay all federal and state estate, inheritance, succession, transfer or other death taxes which are assessed against my estate or against any beneficiary, including estate and inheritance taxes assessed on account of life insurance proceeds or other property which shall be included in my gross estate for the purpose of such taxes, whether or not included in my estate for probate purposes, out of the property passing under Article 5 hereof.

Article 4

A. I may leave one or more handwritten memoranda, dated and subscribed by me, disposing of certain items of my tangible personal property. Any such item of tangible personal property shall pass according to the terms of such handwritten memoranda in

M. E. K.
Initials

This conveyance and the warranty hereof are subject to any and all prior and outstanding leases, exceptions, reservation and/or conveyances of oil, gas and/or other minerals and any geothermal energy resources lying in, on and under the above described real property.

This conveyance and the warranty hereof are subject to any environmental condition existing upon the subject property which would cause said property to be in violation of any State and/or Federal Environmental Protection Act.

This conveyance and the warranty hereof are subject to any and all other easements and rights-of-way, whether of record or of use, which affect the real property hereby conveyed.

This conveyance and the warranty hereof are subject to any and all covenants and restrictions of record.

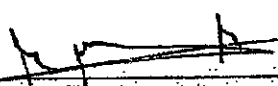
WITNESS THE SIGNATURE of the Grantor on this 6 day of February, 2014.


CAROL ANN KELLY, Executrix of the
Estate of Maria Elena Garcia Kelly,
Deceased

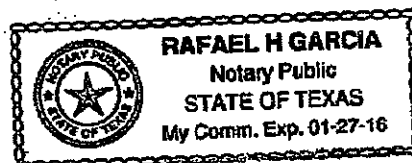
Inst. 716266
Bk 1170 Pg 0667

STATE OF TEXAS
COUNTY OF BEXAR

Personally appeared before me, the undersigned authority in and for said County and State, on this 6th day of February, 2014, within my jurisdiction, the within named **CAROL ANN KELLY**, who acknowledged that she is the **EXECUTRIX OF THE ESTATE OF MARIA ELENA GARCIA KELLY, DECEASED**, and that in said representative capacity, she executed the above and foregoing instrument after first having been duly authorized so to do.


NOTARY PUBLIC

My Commission Expires: 01.27.16



Inst. 716266
Bk 1170 Pg 0668

Exhibit "A"

A part of Lots 103 and 156 of the Parkhaven North Subdivision, according to the official map or plat thereof on file and of record in the official Plat Books in the office of the Chancery Clerk of Forrest County, Mississippi, and being more particularly described by metes and bounds as: Commencing at the Northeast Corner of Lot 103 of Parkhaven North Subdivision which is also the most Southerly Corner of Lot 156 and said point being on the Westerly margin line of Emerson Drive (being the arc of a circle with a 50.00 feet radius) and run thence in a Northeasterly direction on and along the said Westerly margin line of Emerson Drive for 21.67 feet (arc distance) to a point; thence run in a Northwesterly direction and at right angles to the tangent of the arc of the above stated and last named point for 45.40 feet to and for the Point of Beginning; said point being the point of intersection of the dividing line between Lots 103 and 156 of said Subdivision and also the Southerly margin line of a 10.00 feet sewer easement which extends East and West over and across the hereinabove described Lots 103 and 156. Thence from this Point of Beginning, continue in a Northwesterly direction on and along the extension of the last named course for 100.60 feet to a point on the West boundary line of said Lot 103, said point being 67.80 feet South of and from the most Northerly corner of said Lot 103, as measured along the aforesaid Lot 103 (West boundary line); thence run North on and along the West boundary line of Lot 103 for 67.80 feet to the most Northerly Corner of Lot 103; said corner being a common corner of Lots 103, 156, 95 and 96 of the aforesaid Subdivision; thence run East on and along the North line of Lot 156 for 161.80 feet, thence run South on and along the dividing line between Lots 156 and 155 for 130.80 feet to the Southeast Corner of said Lot 156, at a point of intersection of said line with the North margin line (of the arc of the circle) of Emerson Drive, thence run Southwesterly on and along the arc of the circle (with radius of 50.00 feet) for 49.13 feet, thence run Northwesterly for 45.40 feet to the Point of Beginning. Less and except all of the property hereinabove described an undivided one-half interest in and to all of the oil, gas and other minerals of like kind and character lying under the above described property heretofore reserved by prior grantors in the record chain of title.

Inst. 716266
Bk 1170 Pg 0669



City of Hattiesburg, MS

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

Master

File Number: 2015-2232

File ID: 2015-2232

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/26/2015

Brief Title: Sale of grave spaces

Final Action:

Minute Book Number: MB2015-331

Title:

Approve the sale of grave spaces, per attached memo.

Notes:

Sponsors:

Enactment Date:

Attachments: Grave receipts-11-3-15, Grave Deeds- 11-3-15,
executed Grave Deeds- 11-3-15

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	11/03/2015					

Text of Legislative File 2015-2232

Title

Approve the sale of grave spaces, per attached memo.

Summary

Sale of grave spaces.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-08- 20 15

SOLD TO:

Mr.. Mrs. Miss Kaci Lynn White

ADDRESS 4883 US Hwy 49 S. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W 1/2 SE 1/4 Lot No. 67 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 Deborah Bourne
Supt. of City Cemeteries

CASH

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-12- 20 15

SOLD TO:

Mr.. Mrs. Miss A+lean Franklin

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. 87 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 Bourne
Supt. of City Cemeteries

CK # 11661

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-14- 20 15

SOLD TO:

Mr.. Mrs. Miss Jacqueline S. Smith

ADDRESS 622 New Orleans St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 82 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

Mail to:
Shamera Dawson
8002 Mountain Knoll Ct.
Dallas, TX 75249

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-13- 20 15

SOLD TO:

Mr.. Mrs. Miss

Larry D. Bourne, SR
ADDRESS 410 E. Scooba St. Hattiesburg, Ms. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 94 Section No. 29 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK# 7507

(A+A)

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-19- 20 15

SOLD TO:

Mr.. Mrs. Miss

Betty Givens
ADDRESS 622 New Orleans St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 42 Section No. 33 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK# 11673

(Century)

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

Mail to

3365 HWY 42
Hattiesburg MS 39402

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-9 20 15

SOLD TO:

Mr.. Mrs. Miss

Tanna Terry
ADDRESS 305 Bay St. Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 114 Section No. 21 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By John H. Williams

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-15- 20 15

SOLD TO:

Mr.. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 64 Section No. 34 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$

Price Received \$

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

Mail to:

108 Lexington DR.

Hattiesburg, ms. 39402

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-14- 20 15

SOLD TO:

Mr.. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 23 Section No. 30 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$

Price Received \$

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-14- 20 15

SOLD TO:

Mr.. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 82 Section No. 37 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$

Price Received \$

CITY OF HATTIESBURG, MISSISSIPPI

By

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-9 20 15

SOLD TO:

Mr.. Mrs. Miss Everett McKeller

ADDRESS 222 South 21st ave Hattiesburg MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 50 Section No. 28 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175⁰⁰

Price Received \$ 175⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By John H. Williams
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-07- 20 15

SOLD TO:

Mr.. Mrs. Miss Senovia Griffin

ADDRESS 718 Monterrey Lane, Hattiesburg, MS. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 84 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175⁰⁰

Price Received \$ 175⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Baurne
Supt. of City Cemeteries

ck#5798

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-08- 20 15

SOLD TO:

Mr.. Mrs. Miss Brandon Jermaine Mitchell

ADDRESS 1258 Richburg Rd. Hattiesburg, MS. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 9 Section No. 32 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175⁰⁰

Price Received \$ 175⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Baurne

mail to: DR.
175 Courtland
Hattiesburg, ms. 39402

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-07- 20 15

SOLD TO:

Mr.. Mrs. Miss Wes Morgan, Mary Morgan + Cameron Morgan
ADDRESS 6 Forrest St. Hattiesburg, ms 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 64 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

ck # 5043
5243

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-12- 20 15

SOLD TO:

Mr.. Mrs. Miss Davina Tillman
ADDRESS 114 Wellington Circle, Hattiesburg, ms. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

Baby Space # 27 $\frac{1}{2}$ Lot No. 1 Section No. 3 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 45.⁰⁰

Price Received \$ 45.⁰⁰

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

mail to:
26 Lott town Rd
Hattiesburg, ms 39402

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-13- 20 15

SOLD TO:

Mr.. Mrs. Miss Richard Murchison
ADDRESS 810 Johnson Ave, Hattiesburg, ms. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

NW $\frac{1}{4}$ Lot No. 30 Section No. 33 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.⁰⁰

Price Received \$ 350.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

Mail to:
418 Betty Rd
Gore Springs, MS.
38929

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-01- 20 15

SOLD TO:

Mr.. Mrs. Miss Robert Hembree

ADDRESS 205 Bay St. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NW 1/4 Lot No. 114 Section No. 21 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

ck \$ 200.00

CASH \$ 375.00

ck # 2025

By Deborah Borne
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 09-25- 20 15

SOLD TO:

Mr.. Mrs. Miss Lawrence Chrb

ADDRESS 622 New Orleans St. Hattiesburg

desires to purchase the grave space described below, subject to Cemetery regulations.

W 1/2 SE 1/4 Lot No. 37 Section No. 29 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

ck # 675

By Deborah Borne
Supt. of City Cemeteries

Mail to:
418 Betty Rd
Gore Springs, MS.
38929

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-01- 20 15

SOLD TO:

Mr.. Mrs. Miss Robert Hembree

ADDRESS 205 Bay St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W 1/2 NE 1/4 Lot No. 114 Section No. 21 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

Cash \$ 325.00

By Deborah Borne

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 09-29- 20 15

SOLD TO:

Mr.. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

Baby Space #26 1 ^{1/2} Lot No. 1 Section No. 3 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 45.00

Price Received \$ 45.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

Supt. of City Cemeteries

CASH

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-01- 20 15

SOLD TO:

Mr.. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

S ^{1/2} NE 71 Lot No. 71 Section No. 36 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

Supt. of City Cemeteries

ck # 3051

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-02- 20 15

SOLD TO:

Mr.. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

N ^{1/2} SE 22 Lot No. 22 Section No. 34 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of FORTY-FIVE AND NO/100 Dollars (\$45.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Kai'lyn Charlie Jones, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Baby Space #26

Lot Number: 1

Section Number: 3

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of November, 2015.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kernas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of November, 2015.

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 Keannie L. Love 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 71

Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of November, 2015..

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. 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 3rd day of November, 2015.

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 Jeremy Lowery subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 22

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of November, 2015..

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. 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 3rd day of November, 2015.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Robert Hembree subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¹/₄)

Lot Number 114 Section Number 21

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of November, 2015.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kernas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of November, 2015

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 Lawrence Curb subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W 1/2) of the Southeast Quarter (SE 1/4)

Lot 37

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 3rd day of November, 2015..

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of November, 2015.

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 Robert Hembree subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W 1/2) of the Northeast Quarter (NE 1/4)

Lot 114

Section 21

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 3rd day of November, 2015..

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kernas Eaton , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of November, 2015.

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 Wes Morgan, Mary Morgan & Cameron Morgan 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 64

Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of November, 2015..

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of November, 2015.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of FORTY-FIVE AND NO/100 Dollars (\$45.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Davina Tillman, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Baby Space #27

Lot Number: 1

Section Number: 3

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of November, 2015.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

DEPUTY CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of November, 2015.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Richard Murchison subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¹/₄)

Lot Number 30 Section Number 33

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of November, 2015.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of November, 2015

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 Everett McKeller subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 50

Section 28

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of November, 2015..

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of November, 2015.

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 Senovia Griffin 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 84

Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of November, 2015..

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of November, 2015.

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 Brandon Jermaine Mitchell subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S 1/2) of the Northwest Quarter (NW 1/4)

Lot 9

Section 32

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of November, 2015..

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of November, 2015.

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 Hazel Sloan subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 69

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of November, 2015..

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. 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 3rd day of November, 2015.

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 Paul Banks subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 23

Section 30

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 3rd day of November, 2015..

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton , Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of November, 2015.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Martha McLondon 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 82

Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of November, 2015..

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of November, 2015.

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 Larry D. Bourne, Sr. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W 1/2) of the Northeast Quarter (NE 1/4)

Lot 94

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 3rd day of November, 2015..

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. 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 3rd day of November, 2015.

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 Betty Givens subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 42

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 3rd day of November, 2015..

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree and Kernas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of November, 2015.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Tanna Terry subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W 1/2) of the Northwest Quarter (NW 1/4)

Lot Number 115 Section Number 21

East Half (E 1/2) of the Northeast Quarter (NE 1/4)

Lot Number 114 Section Number 21

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of November, 2015.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kernas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of November, 2015

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 Kaci Lynn White, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W ½) of the Southeast Quarter (SE¼)

Lot Number : 67

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 3rd day of November, 2015.

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 3rd day of November, 2015.

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 Atlean Franklin, 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 (NE¼)

Lot Number : 87

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 3rd day of November, 2015.

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 3rd day of November, 2015.

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 Jacqueline S. Smith subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 82

Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of November, 2015..

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. 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 3rd day of November, 2015.

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 Kaci Lynn White, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W ½) of the Southeast Quarter (SE¼)

Lot Number : 67

Section Number: 1

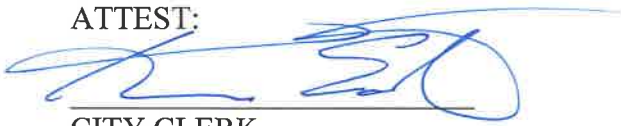
according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing One (1) Grave space (s).

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.

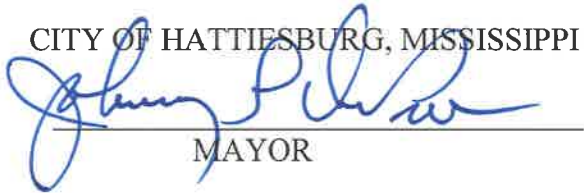
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

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 3rd day of November, 2015.

ATTEST:



CITY CLERK
(S E A L)

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

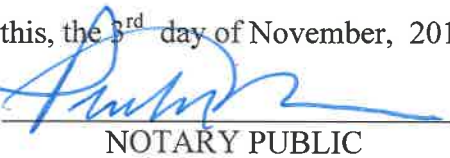
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and 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 3rd day of November, 2015.

My Commission Expires:

11-6-14




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 Atlean Franklin, 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 (NE¼)

Lot Number : 87

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 3rd day of November, 2015.

ATTEST:


CITY CLERK
(S E A L)

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

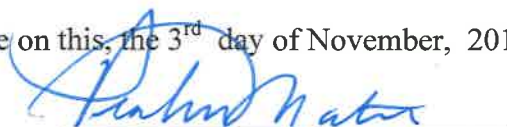
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and 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 3rd day of November, 2015.

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 Jacqueline S. Smith subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 82

Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of November, 2015..

ATTEST:



CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI



MAYOR

(S E A L)

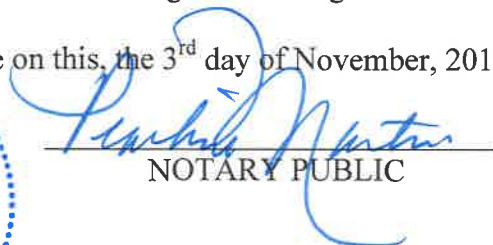
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of November, 2015.

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 Larry D. Bourne, Sr. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W ½) of the Northeast Quarter (NE ¼)

Lot 94

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.

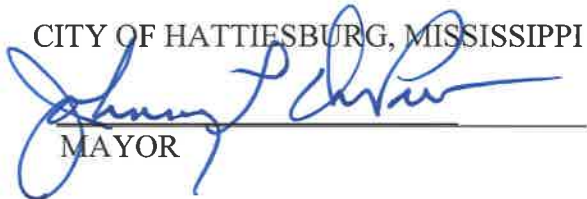
WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of November, 2015..

ATTEST:



CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI



MAYOR

(S E A L)

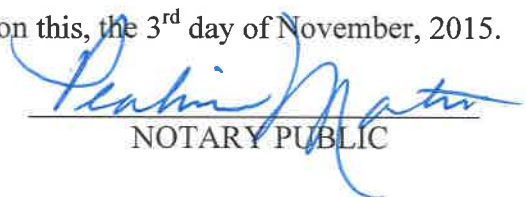
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of November, 2015.

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 Betty Givens subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 42

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 3rd day of November, 2015..

ATTEST:



CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI



MAYOR

(S E A L)

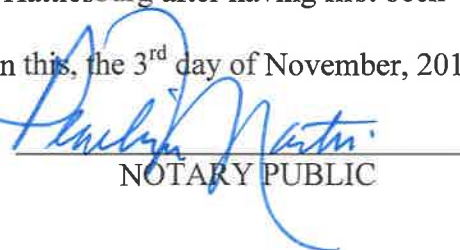
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of November, 2015.

My Commission Expires:

11-6-14


NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Tanna Terry subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W ½) of the Northwest Quarter (NW¼)

Lot Number 115 Section Number 21

East Half (E ½) of the Northeast Quarter (NE ¼)

Lot Number 114 Section Number 21

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

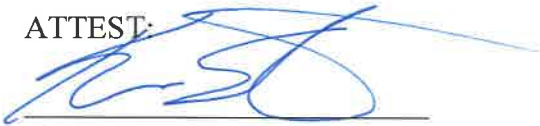
Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of November, 2015.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

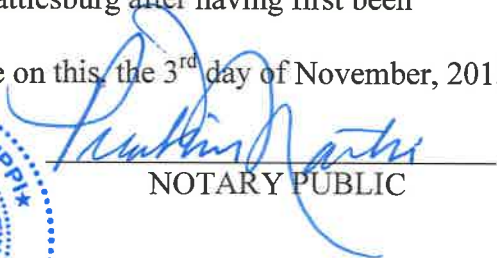
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of November, 2015

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 Hazel Sloan subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 69

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of November, 2015..

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

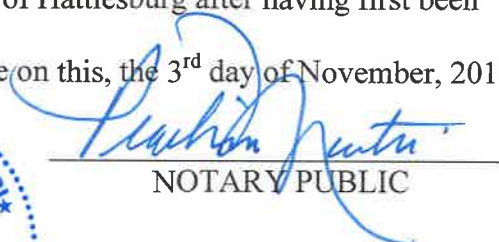
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of November, 2015.

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 Paul Banks subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 23

Section 30

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 3rd day of November, 2015..

ATTEST:

[Signature]
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
[Signature]
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, 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 3rd day of November, 2015.

My Commission Expires:

11-6-16



[Signature]
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Martha McLendon 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 82

Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of November, 2015..

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

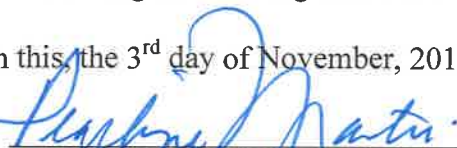
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of November, 2015.

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 Everett McKeller subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 50

Section 28

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

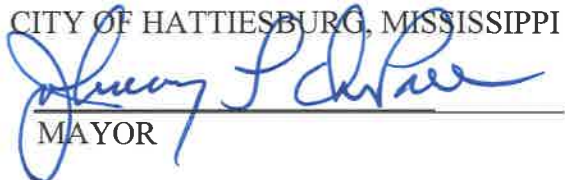
SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of November, 2015..

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

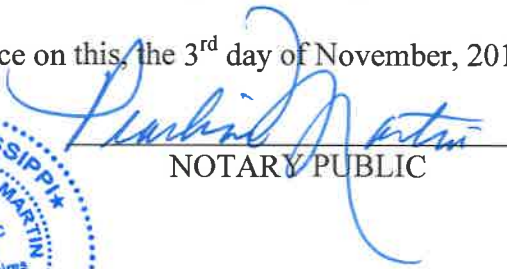
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of November, 2015.

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 Senovia Griffin 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 84

Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of November, 2015..

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

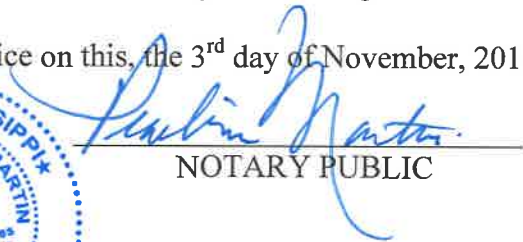
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of November, 2015.

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 Brandon Jermaine Mitchell 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 9

Section 32

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of November, 2015..

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

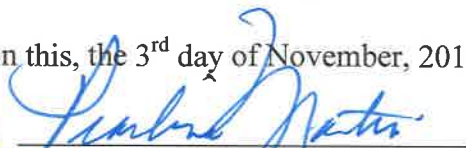
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered 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 3rd day of November, 2015.

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 Wes Morgan, Mary Morgan & Cameron Morgan 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 64

Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of November, 2015..

ATTEST:



CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI



MAYOR

(S E A L)

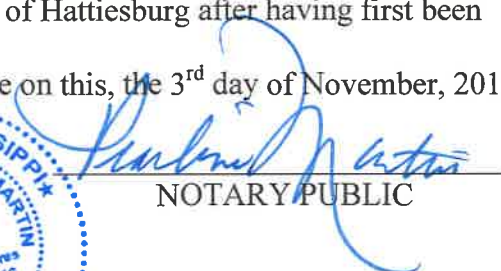
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of November, 2015.

My Commission Expires:

11-6-16



NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of FORTY-FIVE AND NO/100 Dollars (\$45.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Davina Tillman, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Baby Space #27

Lot Number: 1

Section Number: 3

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

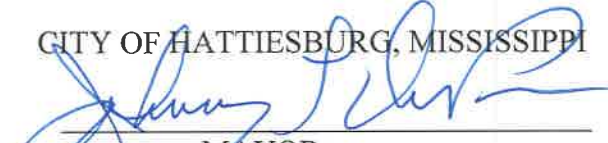
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of November, 2015.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR
(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

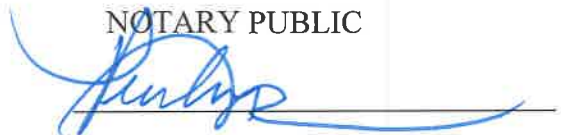
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered 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 3rd day of November, 2015.

My Commission Expires:

11-6-16

NOTARY PUBLIC





STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Richard Murchison subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 30

Section Number 33

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

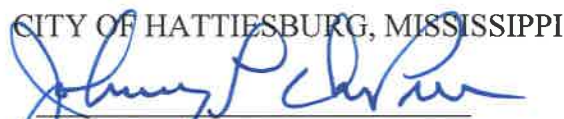
SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of November, 2015.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

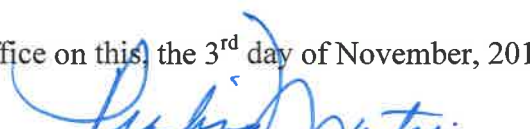
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of November, 2015

My Commission Expires:

11-6-16


NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Robert Hembree subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¹/₄)

Lot Number 114

Section Number 21

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of November, 2015.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

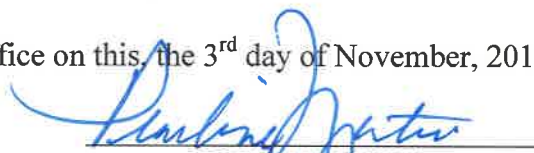
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of November, 2015

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 Lawrence Curb subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W ½) of the Southeast Quarter (SE ¼)

Lot 37

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.

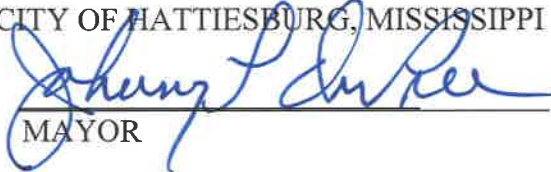
WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of November, 2015..

ATTEST:



CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI



MAYOR

(S E A L)

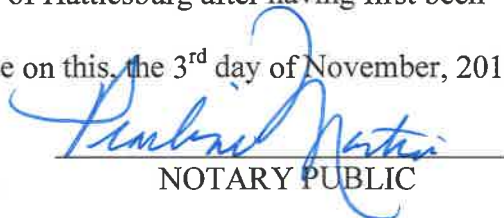
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of November, 2015.

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 Robert Hembree subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W ½) of the Northeast Quarter (NE ¼)

Lot 114

Section 21

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

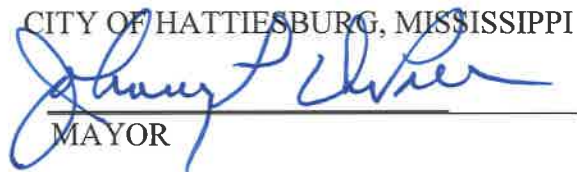
SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and 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 3rd day of November, 2015..

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

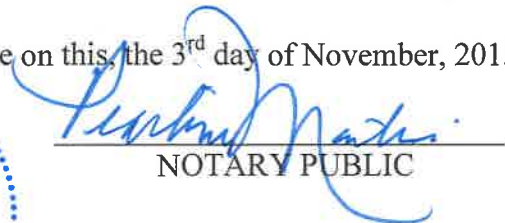
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of November, 2015.

My Commission Expires:

1-6-16




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of FORTY-FIVE AND NO/100 Dollars (\$45.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Kai'Lyn Charlie Jones, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Baby Space #26

Lot Number: 1

Section Number: 3

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

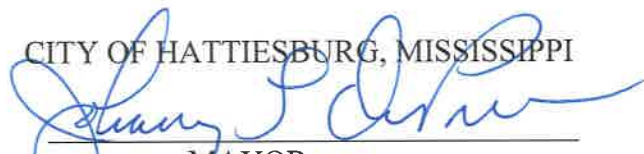
SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of November, 2015.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR
(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

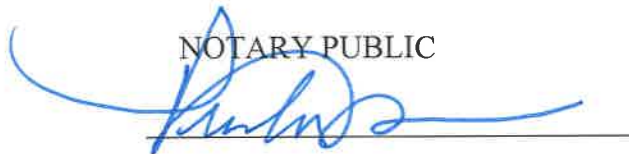
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered 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 3rd day of November, 2015.

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 Keannie L. Love 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 71

Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of November, 2015..

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

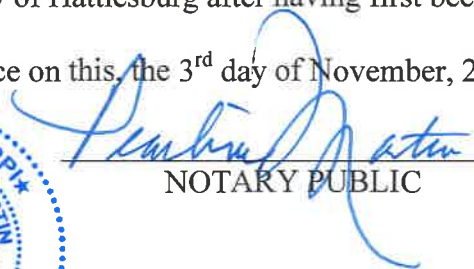
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered 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 3rd day of November, 2015.

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 Jeremy Lowery subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 22

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 3rd day of November, 2015..

ATTEST:


CITY CLERK


CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

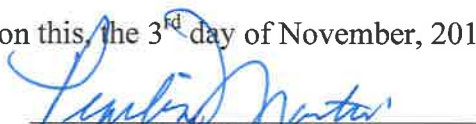
Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 3rd day of November, 2015.

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: 2015-2227

File ID: 2015-2227

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/23/2015

Brief Title: HOME Program Payments

Final Action:

Minute Book Number: MB2015-331

Title:

Approve and authorize issuance of manual checks for HOME Program Claims per attached memorandum. {Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: HOME Supporting Docs

Enactment Number:

Contact:

Meeting Date: 10/26/2015

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	11/03/2015					

Text of Legislative File 2015-2227

Title

Approve and authorize issuance of manual checks for HOME Program Claims per attached memorandum. {Entitlement}

Summary

HOME Program Payments

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members
FROM: Anita Bratcher
Department of Federal & State Programs
SUBJECT: Authorize issuance of manual checks for HOME Program claims
DATE: October 23, 2015

The following request for payment is being submitted for approval during the City Council's October 23, 2015 Special Called Meeting. Please authorize and approve issuance of manual checks for the claims listed below:

Recipient:	Lockhart Construction
Activity:	Rental Rehabilitation
Program:	HOME
Project Site:	222 J. D. Randolph Street
Amount Requested:	\$14,000.00
Purpose of Request:	Draw 2
Work Provided by:	Lockhart Construction



"Building dreams one home at a time"

Lockhart Construction

Michael Lockhart Contractor

128 Pine Hills Drive
Hattiesburg, MS 39402
Direct Connect: 601.329.9922
Office: 601.268.0202

Invoice

TO: City of Hattiesburg, MS CDBG-PROJECT--HRRP

CUSTOMER NAME: CDBG Rehabilitation Project		DATE: 10.09.15
PROPERTY ADDRESS: 222 J. D. Randolph Street		
CITY: Hattiesburg	STATE: MS	ZIP: 39401
DAY PHONE: (601)	ALTERNATE PHONE:	FAX:
CONTACT NAME:		
Contractor supplies all materials. Contractor will provide license and permits.		
PROJECT SUMMARY		
ITEMIZED LIST OF COMPLETED WORK		
1. Exterior Paint Complete.		
2. Interior Paint Complete.		
3. Electrical Installation 95% Completed.		
4. Installed Trim.		
INVOICE PAYMENT DRAW REQUEST		\$14,000.00

Michael Lockhart

10-09-15P02:14 RCVD

Robert 10/



City of Hattiesburg, MS

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

Master

File Number: 2015-2224

File ID: 2015-2224

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 10/22/2015

Brief Title: Claims Docket

Final Action:

Minute Book Number: MB2015-331-332

Title:

Approve claims docket for the period ending October 31, 2015.

Notes:

Sponsors:

Enactment Date:

Attachments: DOCKET 15.10-31, ADDENDUM TO THE 11-3-15
CLAIMS DOCKET

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	11/03/2015					

Text of Legislative File 2015-2224

Title

Approve claims docket for the period ending October 31, 2015.

Summary

Claims Docket

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 10/29/15

PERIOD ENDING OCTOBER 31, 2015

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 AFFORDABLE EMERGENCY LIG	789	00156002	15000312	SIREN REPR U#19343 POLICE	10/31/15	247708	170.00-
AFFORDABLE EMERGENCY LIG							
Sum							170.00-
00001 AGRI-AFC LLC	5182856	00156198	15000381	WEED KILLER P/F ACADEMY	10/31/15	247709	152.00-
AGRI-AFC LLC							
Sum							152.00-
00001 AIRDESIGNS SIGN & GRAFFI	505697	00156003	15000429	PK SIGNS VARI IND	10/31/15	247710	175.00-
AIRDESIGNS SIGN & GRAFFI							
Sum							175.00-
00001 AIRGAS USA LLC (NORDAN S	9044482917	00155886	15000347	ACETYLENE TANK REFILL ACADEMY	10/31/15	247711	54.40-
00001 AIRGAS USA LLC (NORDAN S	9044482916	00156005	15000348	WELDING RODS P/F ACADEMY	10/31/15	247711	72.50-
00001 AIRGAS USA LLC (NORDAN S	9044675375	00156238	15000469	WELDING SUPP SHOP	10/31/15	247711	419.92-
AIRGAS USA LLC (NORDAN S							
Sum							546.82-
00001 ALBERT & ASSOCIATES ARCH	INVOICE #3	00156368	15000537	RENOVA OLD FED BLDG MUN COURT	10/31/15	247712	25,365.10-
ALBERT & ASSOCIATES ARCH							
Sum							25,365.10-
00001 ALLBRITTON CHAIN SAW & L	41423	00156110	15000430	AGRI EQUIP SUPP MOWING CREW	10/31/15	247713	330.00-
ALLBRITTON CHAIN SAW & L							
Sum							330.00-
00001 ALPHA PHI ALPHA FRATERNI	SPONSORSHIP	00156365	15000575	2015 PAGEANT PROGRAM AD	10/31/15	247714	100.00-
ALPHA PHI ALPHA FRATERNI							
Sum							100.00-
00001 AMERICAN PLANNING ASSN (	230453-15104	00156297	15000450	2016 DUES MADDOX PLANNING	10/31/15	247715	225.00-
AMERICAN PLANNING ASSN (							
Sum							225.00-
00001 AT&T	M26684200105	00156164	15000301	INTERACT SOFTWARE SUPPORT	10/31/15	247718	6,151.00-
00001 AT&T	M26491400105	00156164	15000302	INTERACT SOFTWARE SUPPORT	10/31/15	247718	47.00-
00001 AT&T	601M26940440	00020161	15000356	MNTHLY SERV 9/15-10/15 POLICE	10/31/15	247718	152.00-
AT&T							
Sum							6,350.00-
00001 AT&T (U-VERSE)	137065628 10	00156292	15000445	U-VERSE 9/26-10/5/15 M/ADM	10/31/15	247719	55.00-
AT&T (U-VERSE)							
Sum							55.00-
00001 ATCO INTERNATIONAL	I0445268	00156158	15000432	HAND SOLUTION/BOTTLES CONSTR	10/31/15	247720	168.45-

ATCO INTERNATIONAL									
Sum								168.45-	
00001	AUTO ARMATURE SERVICE IN	01351	00156096	15000310	BATTERY U#20114	POLICE	10/31/15	247721	136.95-
00001	AUTO ARMATURE SERVICE IN	01384	00156199	15000459	BATTERIES U#17923	STREET	10/31/15	247721	439.90-

AUTO ARMATURE SERVICE IN									
Sum								576.85-	
00001	B & F TACTICAL STORE	445	00156290	15000456	UNIFORM SHIRTS TRIAL	SAMPLES	10/31/15	247722	150.17-

B & F TACTICAL STORE									
Sum								150.17-	
00001	BEECH, JANET		TRAVEL REIMB	00156306	15000502	EXPNS MAGPPA CONF BILOXI	10/31/15	247724	50.61-

BEECH, JANET									
Sum								50.61-	
00001	BELK DEPARTMENT STORE	P9356008R00X	00155773	15000510	CLOTH ALLOW C DAVIS	POLICE	10/31/15	247725	500.00-
00001	BELK DEPARTMENT STORE	P9356008W00Y	00155876	15000511	CLOTH ALLOW L SMITH	POLICE	10/31/15	247725	500.00-
00001	BELK DEPARTMENT STORE	P9356008S00Y	00155878	15000512	CLOTH ALLOW ROCKHOLD	POLICE	10/31/15	247725	494.86-
00001	BELK DEPARTMENT STORE	P9356008S00Y	00155885	15000513	CLOTH ALLOW MOORE	POLICE	10/31/15	247725	174.40-
00001	BELK DEPARTMENT STORE	P9356008Z00Y	00155930	15000515	CLOTH ALLOW DEARMAN	POLICE	10/31/15	247725	421.67-
00001	BELK DEPARTMENT STORE	P9356009400X	00155932	15000516	CLOTH ALLOW WOOD	POLICE	10/31/15	247725	475.14-
00001	BELK DEPARTMENT STORE	P9356008Z00Y	00155958	15000517	CLOTH ALLOW MYERS	POLICE	10/31/15	247725	99.48-
00001	BELK DEPARTMENT STORE	P9356009000Y	00156014	15000518	CLOTH ALLOW DUNAWAY	POLICE	10/31/15	247725	500.00-
00001	BELK DEPARTMENT STORE	P9356009000Y	00156018	15000519	CLOTH ALLOW MCLEMORE	POLICE	10/31/15	247725	393.93-
00001	BELK DEPARTMENT STORE	P9356009400X	00156049	15000520	CLOTH ALLOW V BROWN	POLICE	10/31/15	247725	304.52-

BELK DEPARTMENT STORE									
Sum								3,864.00-	
00001	BIG IRON DIESEL REPAIR L	SO2599	00155851	15000355	REPRS U#14408	SANIT	10/31/15	247727	4,428.75-

BIG IRON DIESEL REPAIR L									
Sum								4,428.75-	
00001	BLOSSMAN GAS INC	PO#155898 10	00155898	15000323	PROPANE FOR ASPHALT	TRUCK	10/31/15	247728	75.00-

BLOSSMAN GAS INC									
Sum								75.00-	
00001	BOAM	REG MITCHELL	00156308	15000499	REG MITCHELL CONF	TUNICA	10/31/15	247729	100.00-

BOAM									
Sum								100.00-	
00001	BODY TECH INC	0555	00156102	15000313	TOWING U#17571/OIL	ABSORBENT	10/31/15	247730	85.00-
00001	BODY TECH INC	0489	00156363	15000538	TOWING U#17578	POLICE	10/31/15	247730	60.00-
00001	BODY TECH INC	0490	00156363	15000539	TOWING U#19343	POLICE	10/31/15	247730	60.00-

BODY TECH INC									
Sum								205.00-	
00001	BRACKMAN MOWER WAREHOUSE	55394	00156089	15000389	TIRES U#18705	STREET	10/31/15	247731	516.00-
00001	BRACKMAN MOWER WAREHOUSE	5371	00156109	15000390	MOTOR OIL P/W LAWNMOWERS		10/31/15	247731	120.00-

BRACKMAN MOWER WAREHOUSE									

Sum								636.00-
00001 C SPIRE WIRELESS (CELLUL	9/23/15-10/2	00201665	15000549	CELL SERV 10/15 VARI	DEPTS	10/31/15	247733	8,739.75-

C SPIRE WIRELESS (CELLUL								8,739.75-
Sum								
00001 CANON FINANCIAL SERVICES	15397808	00156326	15000485	COPIER 10/15 PURCHASING		10/31/15	247734	115.00-
00001 CANON FINANCIAL SERVICES	4017188101	00156326	15000486	COPIER 10/15 PURCHASING		10/31/15	247734	37.29-

CANON FINANCIAL SERVICES								
Sum								152.29-
00001 CARQUEST AUTO PARTS STOR	14758-58426	00156099	15000338	REPR PTS U#17578	POLICE	10/31/15	247736	17.04-
00001 CARQUEST AUTO PARTS STOR	14758-58428	00156099	15000339	REPR PTS U#17578	POLICE	10/31/15	247736	101.68-
00001 CARQUEST AUTO PARTS STOR	14758-58427	00156099	15000340	REPR PTS U#15452	POLICE	10/31/15	247736	71.36-
00001 CARQUEST AUTO PARTS STOR	14758-58429	00156099	15000341	REPR PTS U#15452	POLICE	10/31/15	247736	110.36-
00001 CARQUEST AUTO PARTS STOR	14758-58430	00156099	15000342	MOTOR OIL POLICE UNITS		10/31/15	247736	241.78-
00001 CARQUEST AUTO PARTS STOR	14758-58775	00156235	15000436	VARI OIL FILTERS CEM/FORESTRY		10/31/15	247736	95.64-
00001 CARQUEST AUTO PARTS STOR	14758-58379	00156061	15000460	REPR PTS U#9169	STREET	10/31/15	247736	14.73-
00001 CARQUEST AUTO PARTS STOR	14758-58381	00156061	15000461	REPR PTS U#14677	SANIT	10/31/15	247736	254.99-
00001 CARQUEST AUTO PARTS STOR	14758-58539	00156073	15000470	TIRE PLUGS SHOP		10/31/15	247736	44.14-
00001 CARQUEST AUTO PARTS STOR	14758-58540	00156073	15000471	REPR PTS U#15982	SANIT	10/31/15	247736	16.07-
00001 CARQUEST AUTO PARTS STOR	14758-58419	00156094	15000474	DIESEL EXHAUST FLUID SANIT		10/31/15	247736	319.72-
00001 CARQUEST AUTO PARTS STOR	14758-58139	00155890	15000490	BRAKE PTS U#19707	POLICE	10/31/15	247736	151.80-

CARQUEST AUTO PARTS STOR								
Sum								1,439.31-
00001 CASCO PRODUCTS COMPANY,	60168	00155923	15000321	TRUCK DETERGENT		10/31/15	247737	534.00-

CASCO PRODUCTS COMPANY,								534.00-
Sum								
00001 CERTIFIED LABORATORIES	2087768	00156074	15000391	CHEMICALS SHOP STOCK		10/31/15	247739	3,125.10-
00001 CERTIFIED LABORATORIES	2080766	00156012	15000553	CHEMICALS C HALL COOL TOWERS		10/31/15	247739	1,161.85-

CERTIFIED LABORATORIES								
Sum								4,286.95-
00001 CITY OF HATTIESBURG FUND	TRF 3RD 10/1	00201663	15000514	TRF 3RD 10/15 PAYROLL		10/28/15	110308	846,407.87-

CITY OF HATTIESBURG FUND								
Sum								846,407.87-
00001 CLARION LEDGER (SUBSCRIP	CL6108589 10	00156252	15000420	SUBSCRIPT 10/15-9/16 M/ADM		10/31/15	247741	325.39-

CLARION LEDGER (SUBSCRIP								
Sum								325.39-
00001 CLEMTS HARDWARE	113567	00156076	15000473	TRUCK BRUSHES SANIT DEPT		10/31/15	247743	119.90-

CLEMTS HARDWARE								
Sum								119.90-
00001 COBURN'S SUPPLY CO INC	608383722	00155927	15000320	A/C UNIT FIRE ADM		10/31/15	247745	2,192.10-

COBURN'S SUPPLY CO INC								
Sum								2,192.10-
00001 COURT PROGRAMS INC	INVOICE #11	00156296	15000441	ANKLE MONITORING 7/15		10/31/15	247751	20,285.00-
00001 COURT PROGRAMS INC	INVOICE #12	00156296	15000442	ANKLE MONITORING 8/15		10/31/15	247751	18,858.00-

00001 COURT PROGRAMS INC	INVOICE #13	00156302 15000443 ANKLE MONITORING 9/15	10/31/15	247751	19,385.00-

COURT PROGRAMS INC					
Sum					58,528.00-
00001 COURTESY MOTORS INC	438631	00155810 15000462 REPR PTS U#17018 STREET	10/31/15	247752	49.54-

COURTESY MOTORS INC					
Sum					49.54-
00001 COURTNEY'S RESTAURANT EQ 9944		00155741 15000554 SERV FIRE DEPT ICE MAKERS	10/31/15	247753	2,015.91-
00001 COURTNEY'S RESTAURANT EQ 9943		00156112 15000555 ICE MACH REPR BYPASS FIRE STA	10/31/15	247753	432.33-

COURTNEY'S RESTAURANT EQ					
Sum					2,448.24-
00001 CUSTOM BUILT TRAILERS OF 129384		00156148 15000354 REPR PTS U#15668 CONSTR	10/31/15	247756	268.45-

CUSTOM BUILT TRAILERS OF					
Sum					268.45-
00001 DAVIS, PATRICIA K	10/15	00201644 15000295 PETTY CASH FOR NEW F/Y	10/21/15	110273	200.00-

DAVIS, PATRICIA K					
Sum					200.00-
00001 DILLARDS DEPARTMENT STOR 85796748WEJ9		00155884 15000453 CLOTH ALLOW MOORE POLICE	10/31/15	247758	142.40-

DILLARDS DEPARTMENT STOR					
Sum					142.40-
00001 DUNCAN, BRIAN	TRAVEL REIMB	00156181 15000349 EXPNS MSFA CLASS JACKSON	10/31/15	247763	39.80-

DUNCAN, BRIAN					
Sum					39.80-
00001 EATON, KERMA	10/15	00201644 15000296 PETTY CASH FOR NEW F/Y	10/21/15	110274	900.00-

EATON, KERMA					
Sum					900.00-
00001 EMERGENCY EQUIPMENT PROF 416615		00155736 15000495 REPR PTS U#18098 FIRE DEPT	10/31/15	247767	1,694.28-

EMERGENCY EQUIPMENT PROF					
Sum					1,694.28-
00001 EMERGENCY MEDICAL PRODUC PO#156034 10		00156034 15000316 MEDICAL SUPP FIRE DEPT	10/31/15	247768	719.40-

EMERGENCY MEDICAL PRODUC					
Sum					719.40-
00001 EMPIRE TRUCK SALES (H'BU CE006102997:		00155908 15000324 REPR PTS U#20067 ST CLEAN	10/31/15	247769	145.63-
00001 EMPIRE TRUCK SALES (H'BU CE006103090:		00155909 15000325 REPR PTS U#20067 ST CLEAN	10/31/15	247769	15.20-
00001 EMPIRE TRUCK SALES (H'BU CE006103141:		00155823 15000475 REPR PTS U#15982 SANIT	10/31/15	247769	23.75-

EMPIRE TRUCK SALES (H'BU					
Sum					184.58-
00001 FORREST COUNTY TAX COLLE M COLEMAN		00201662 15000482 MERCHANT FEE & FINE	10/27/15	110307	306.78-

FORREST COUNTY TAX COLLE					
Sum					306.78-
00001 FUELMAN OF MS	BG127044 NP4	00156243 15000375 FUEL CHGS 10/12-18/15 POLICE	10/31/15	247773	79.17-

00001 FUELMAN OF MS	BG127044 NP4	00156243	15000376	FUEL CHGS 10/5-11/15 POLICE	10/31/15	247773	15.36-
00001 FUELMAN OF MS	BG127044 NP4	00156229	15000382	FUEL CHG 10/6/15 FIRE DEPT	10/31/15	247773	24.43-

FUELMAN OF MS							
Sum							118.96-
00001 G & K SERVICES	1035641035	00156079	15000358	UNIFORMS 9/01 CEM/FORESTRY	10/31/15	247777	62.66-
00001 G & K SERVICES	1035643261	00156079	15000359	UNIFORMS 9/08 CEM/FORESTRY	10/31/15	247777	59.39-
00001 G & K SERVICES	1035645467	00156079	15000360	UNIFORMS 9/15 CEM/FORESTRY	10/31/15	247777	55.49-
00001 G & K SERVICES	1035647690	00156079	15000361	UNIFORMS 9/22 CEM/FORESTRY	10/31/15	247777	55.49-
00001 G & K SERVICES	1035649902	00156079	15000362	UNIFORMS 9/29 CEM/FORESTRY	10/31/15	247777	96.49-
00001 G & K SERVICES	1035641055	00156079	15000363	MOP/MAT 9/01 CEM/FORESTRY	10/31/15	247777	22.70-
00001 G & K SERVICES	1035643281	00156079	15000364	MOP/MAT 9/08 CEM/FORESTRY	10/31/15	247777	22.70-
00001 G & K SERVICES	1035645487	00156079	15000365	MOP/MAT 9/15 CEM/FORESTRY	10/31/15	247777	22.70-
00001 G & K SERVICES	1035647710	00156079	15000366	MOP/MAT 9/22 CEM/FORESTRY	10/31/15	247777	22.70-
00001 G & K SERVICES	1035649922	00156079	15000367	MOP/MAT 9/29 CEM/FORESTRY	10/31/15	247777	22.70-
00001 G & K SERVICES	1035654370	00156218	15000401	MATS 10/13 TRAFFIC	10/31/15	247777	6.40-
00001 G & K SERVICES	1035654377	00156218	15000402	MATS 10/13 CITY BARN	10/31/15	247777	24.80-
00001 G & K SERVICES	1035654376	00156218	15000403	MATS 10/13 PUBLIC WORKS	10/31/15	247777	16.65-
00001 G & K SERVICES	1035654378	00156218	15000404	MATS 10/13 AIRPORT	10/31/15	247777	4.70-
00001 G & K SERVICES	1035649927	00156227	15000405	MATS 9/29 TRAFFIC	10/31/15	247777	6.40-
00001 G & K SERVICES	1035649945	00156227	15000406	MATS 9/29 CITY BARN	10/31/15	247777	24.80-
00001 G & K SERVICES	1035649944	00156227	15000407	MATS 9/29 PUBLIC WORKS	10/31/15	247777	16.65-
00001 G & K SERVICES	1035649946	00156227	15000408	MATS 9/29 AIRPORT	10/31/15	247777	4.70-
00001 G & K SERVICES	1035654357	00156219	15000409	UNIFORMS 10/13 PUBLIC WORKS	10/31/15	247777	19.50-
00001 G & K SERVICES	1035654363	00156219	15000410	UNIFORMS 10/13 PUBLIC WORKS	10/31/15	247777	81.54-
00001 G & K SERVICES	1035654364	00156219	15000411	UNIFORMS 10/13 STREET	10/31/15	247777	70.20-
00001 G & K SERVICES	1035654362	00156219	15000412	UNIFORMS 10/13 SHOP	10/31/15	247777	50.70-
00001 G & K SERVICES	1035654360	00156219	15000413	UNIFORMS 10/13 CONSTR	10/31/15	247777	54.78-
00001 G & K SERVICES	1035654359	00156219	15000414	UNIFORMS 10/13 TRAFFIC	10/31/15	247777	31.02-
00001 G & K SERVICES	1035654361	00156219	15000415	UNIFORMS 10/13 SANIT	10/31/15	247777	153.35-
00001 G & K SERVICES	1035654365	00156219	15000416	UNIFORMS 10/13 HEALTH	10/31/15	247777	35.28-
00001 G & K SERVICES	1035652146	00156319	15000503	UNIFORMS 10/06 ENGR	10/31/15	247777	9.80-
00001 G & K SERVICES	1035654355	00156319	15000504	UNIFORMS 10/13 ENGR	10/31/15	247777	7.80-
00001 G & K SERVICES	1035656561	00156319	15000505	UNIFORMS 10/20 ENGR	10/31/15	247777	7.80-
00001 G & K SERVICES	1035658176	00156319	15000506	UNIFORMS 10/26 ENGR	10/31/15	247777	7.80-
00001 G & K SERVICES	1035656563	00156356	15000541	UNIFORMS 10/20 PUBLIC WORKS	10/31/15	247777	19.50-
00001 G & K SERVICES	1035656570	00156356	15000542	UNIFORMS 10/20 STREETS	10/31/15	247777	70.20-
00001 G & K SERVICES	1035656569	00156356	15000543	UNIFORMS 10/20 PUBLIC WORKS	10/31/15	247777	81.54-
00001 G & K SERVICES	1035656568	00156356	15000544	UNIFORMS 10/20 SHOP	10/31/15	247777	50.70-
00001 G & K SERVICES	1035656565	00156356	15000545	UNIFORMS 10/20 TRAFFIC	10/31/15	247777	32.26-
00001 G & K SERVICES	1035656566	00156356	15000546	UNIFORMS 10/20 CONSTR	10/31/15	247777	54.78-
00001 G & K SERVICES	1035656567	00156356	15000547	UNIFORMS 10/20 SANIT	10/31/15	247777	153.35-
00001 G & K SERVICES	1035656571	00156356	15000548	UNIFORMS 10/20 HEALTH	10/31/15	247777	35.28-
G & K SERVICES							
Sum							1,575.30-
00001 GALL'S LLC	004202099	00155912	15000309	UNIFORM SHOES MAJOR LANE	10/31/15	247778	133.90-
00001 GALL'S LLC	004231125	00156033	15000317	TRAFFIC SAFETY VESTS	10/31/15	247778	434.80-

GALL'S LLC							
Sum							568.70-
00001 GILLILANDS ELECTRONICS S 60166		00153822	15000392	MOVE CAMERAS SANIT/SHOP AREAS	10/31/15	247781	1,500.00-

00001 GILLILANDS ELECTRONICS S 60445	00156266 15000422 ALARM MONITORING IT OFFICE	10/31/15	247781	900.00-
00001 GILLILANDS ELECTRONICS S 60446	00156266 15000423 ALARM MONITORING MAYOR'S OFFC	10/31/15	247781	900.00-
00001 GILLILANDS ELECTRONICS S 60447	00156266 15000424 ALARM MONITORING TAX DEPT	10/31/15	247781	540.00-
00001 GILLILANDS ELECTRONICS S 60197	00156267 15000425 REPR PHONE JACKS MAYOR'S OFFC	10/31/15	247781	75.00-
00001 GILLILANDS ELECTRONICS S 60331	00156221 15000431 RADIO REPRS PUBLIC WORKS	10/31/15	247781	349.80-
00001 GILLILANDS ELECTRONICS S 60427	00156285 15000448 CABLE SERV 1ST FLR CONF ROOM	10/31/15	247781	250.00-
00001 GILLILANDS ELECTRONICS S 59994	00156285 15000449 CHECK FAX LINE PLANNING	10/31/15	247781	150.00-
00001 GILLILANDS ELECTRONICS S 60247	00156307 15000491 ALARM SRV 9/15-9/16 POLICE	10/31/15	247781	420.00-
00001 GILLILANDS ELECTRONICS S 60706	00156384 15000572 REPLACE CAMERA EVIDENCE ROOM	10/31/15	247781	364.98-

GILLILANDS ELECTRONICS S				
Sum				5,449.78-
00001 GULF COAST OFFICE PRODUC 24366-0	00156225 15000476 NIFTY NABBERS HEALTH DIV	10/31/15	247786	284.90-
00001 GULF COAST OFFICE PRODUC 24380-0	00156301 15000501 COPY PAPER/SUPP ENGR DEPT	10/31/15	247786	274.25-

GULF COAST OFFICE PRODUC				
Sum				559.15-
00001 H'BURG CLINIC PA (ACCT#2 3520481	00156389 15000573 PSY EXAM ESSARY POLICE DEPT	10/31/15	247787	275.00-

H'BURG CLINIC PA (ACCT#2				
Sum				275.00-
00001 H'BURG HYDRAULICS INC 62065	00156058 15000463 REPR PTS U#15515 STREET	10/31/15	247788	110.44-

H'BURG HYDRAULICS INC				
Sum				110.44-
00001 HALSEN PRODUCTS COMPANY 0125728-IN	00155934 15000458 MEN WORKING SIGNS TRAFFIC	10/31/15	247789	471.60-

HALSEN PRODUCTS COMPANY				
Sum				471.60-
00001 HANCOCK BANK TRUST & FIN 10/23/15 DUE	00201651 15000439 MDB 2001 BONDS 12/22/08	10/26/15	110304	2,043.04-

HANCOCK BANK TRUST & FIN				
Sum				2,043.04-
00001 HARPER, PATRINA 10/15	00201644 15000290 PETTY CASH FOR NEW F/Y	10/21/15	110268	600.00-

HARPER, PATRINA				
Sum				600.00-
00001 HARVEY, ROBERT G 10/15	00201644 15000291 PETTY CASH FOR NEW F/Y	10/21/15	110269	300.00-

HARVEY, ROBERT G				
Sum				300.00-
00001 HEALTHPORT 0178405819	00156215 15000378 SUBPOENA MEDICAL RECORDS	10/31/15	247792	19.29-

HEALTHPORT				
Sum				19.29-
00001 HEALTHWORKS LLC H90041450300	00156390 15000571 POST ACCIDENT DRUG SCREEN	10/31/15	247793	37.00-

HEALTHWORKS LLC				
Sum				37.00-
00001 HICKS, INES F (#75935) 10/15	00201644 15000297 PETTY CASH FOR NEW F/Y	10/21/15	110275	300.00-

HICKS, INES F (#75935)

Sum							300.00-
00001 HILL, LEROY COFFEE CO IN 693334	00156246	15000421	COFFEE SERV M/ADM	10/31/15	247795		163.78-

HILL, LEROY COFFEE CO IN

Sum							163.78-
00001 HOME DEPOT	6026395	00155401	15000370	AREA RUG NEW C HALL MAIL ROOM	10/31/15	247797	147.00-
00001 HOME DEPOT	1973133	00155669	15000383	PLUMB SUPP #3 FIRE STA	10/31/15	247797	299.60-
00001 HOME DEPOT	5973012	00154996	15000387	WASP/HORNET SPRAY TRAFFIC	10/31/15	247797	94.56-

HOME DEPOT

Sum							541.16-
00001 HOWARD COMPUTERS INC	15-00741509	00156027	15000372	PRINTER PAPER POLICE DEPT	10/31/15	247800	2,924.00-
00001 HOWARD COMPUTERS INC	15-00741510	00156027	15000373	PRINTER PAPER POLICE DEPT	10/31/15	247800	1,376.00-

HOWARD COMPUTERS INC

Sum							4,300.00-
00001 HUB CITY WEST FARM & GAR PO#156388 10	00156388	15000574	BAIT FOR LIVE ANIMAL TRAPS	10/31/15	247801		134.95-

HUB CITY WEST FARM & GAR

Sum							134.95-
00001 HUGHES SUPPLY	S146532844.0	00156156	15000477	A/C FILTERS AIRPORT	10/31/15	247802	22.55-

HUGHES SUPPLY

Sum							22.55-
00001 INDOFF INC	2700068	00155931	15000315	JANIT SUPP FIRE DEPT	10/31/15	247804	1,018.42-
00001 INDOFF INC	2701312	00155975	15000350	PRINTER SUPP FIRE DEPT	10/31/15	247804	79.99-
00001 INDOFF INC	2703945	00156105	15000455	OFFICE SUPP FIRE DEPT	10/31/15	247804	36.98-
00001 INDOFF INC	2704678	00156186	15000494	PRINTER INK FIRE DEPT	10/31/15	247804	116.97-
00001 INDOFF INC	2698603	00155397	15000524	CREDIT	10/31/15	247804	7.49
00001 INDOFF INC	2698768	00155797	15000580	JANIT SUPP PUBLIC WORKS	10/31/15	247804	114.95-

INDOFF INC

Sum							1,359.82-
00001 INNOVATIVE SERVICE SOLUT 20150128	00155688	15000353	DEFIBRILLATOR MAINT FIRE DEPT	10/31/15	247805		1,045.00-

INNOVATIVE SERVICE SOLUT

Sum							1,045.00-
00001 INTERFACE SECURITY SYSTE 18113810	00156216	15000395	SECURITY 11/15 SOUTH HILL CEM	10/31/15	247806		29.95-
00001 INTERFACE SECURITY SYSTE 18102241	00156217	15000396	SECURITY 11/15 HILND CEM	10/31/15	247806		33.02-

INTERFACE SECURITY SYSTE

Sum							62.97-
00001 INTL ASSN OF FIRE CHIEFS 90851 PRESLE	00156257	15000428	2016 DUES CHIEF PRESLEY	10/31/15	247807		219.00-

INTL ASSN OF FIRE CHIEFS

Sum							219.00-
00001 IRBY, STUART C CO	S009214510.0	00156046	15000451	ELEC SUPP TRAIN DEPOT	10/31/15	247809	929.00-
00001 IRBY, STUART C CO	S009234042.0	00156140	15000472	ELEC TESTER CONSTR DEPT	10/31/15	247809	138.35-
00001 IRBY, STUART C CO	S009121626.0	00154491	15000507	ELEC SUPP D/T LIGHTS CONSTR	10/31/15	247809	270.00-
00001 IRBY, STUART C CO	S009121627.0	00154491	15000508	ELEC SUPP D/T LIGHTS CONSTR	10/31/15	247809	835.00-
00001 IRBY, STUART C CO	S009121543.0	00154491	15000509	ELEC SUPP D/T LIGHTS CONSTR	10/31/15	247809	24.00-

IRBY, STUART C CO								
Sum								
00001	JONES-RUSSELL, CAROL L	PRO TEMP 10/	00156291	15000444	PRO TEMP SERVICES MUN COURT	10/31/15	247813	2,196.35-
								14,100.00-

JONES-RUSSELL, CAROL L								
Sum								14,100.00-
00001	JORDAN, MARK	TRAVEL REIMB	00156142	15000322	EXPNS STARKVILLE	10/31/15	247815	20.00-

JORDAN, MARK								
Sum								20.00-
00001	JUST PROMOS USA	2150737	00154589	15000369	FANS ADVERTISING M/ADM	10/31/15	247816	2,649.13-

JUST PROMOS USA								
Sum								2,649.13-
00001	KONE INC (MONTGOMERY KON	949114225	00156165	15000303	MAINT 10/01-12/31/15 C HALL	10/31/15	247823	1,136.76-

KONE INC (MONTGOMERY KON								
Sum								1,136.76-
00001	LAUREL MACHINE & FOUNDRY	501472	00155968	15000326	ANGLE IRON STREET DEPT	10/31/15	247827	2,124.30-

LAUREL MACHINE & FOUNDRY								
Sum								2,124.30-
00001	MAC PAPERS	369463	GENER	00156172	15000570	10/31/15	247832	620.95-

MAC PAPERS								
Sum								620.95-
00001	MAULDIN COMPANY	R35706	00156179	15000500	REPRS U#15514 STREET	10/31/15	247833	1,067.67-

MAULDIN COMPANY								
Sum								1,067.67-
00001	MCCi LLC	00007157	00156188	15000335	LEGISTAR SOFTWARE 10/15-10/16	10/31/15	247834	13,576.50-

MCCi LLC								
Sum								13,576.50-
00001	MCCAIN UNIFORMS	319062-1	00153979	15000351	DRESS TROUSERS FIRE DEPT	10/31/15	247835	44.30-
00001	MCCAIN UNIFORMS	323820-1	00153979	15000352	DRESS TROUSERS FIRE DEPT	10/31/15	247835	44.30-

MCCAIN UNIFORMS								
Sum								88.60-
00001	MEDICAL ANALYSIS-GHV	10135	00156364	15000536	STAFF/MGMT EMP CLINIC 10/15	10/31/15	247836	33,479.51-

MEDICAL ANALYSIS-GHV								
Sum								33,479.51-
00001	MID SOUTH UNIFORM & SUPP	537472	00151803	15000377	L/S SHIRTS POLICE RECRUITS	10/31/15	247837	305.00-
00001	MID SOUTH UNIFORM & SUPP	537445	00154655	15000578	BODY ARMOR CHIEF PARKER	10/31/15	247837	1,019.60-

MID SOUTH UNIFORM & SUPP								
Sum								1,324.60-
00001	MOFFETT, STEPHANIE	10/15	00201644	15000293	PETTY CASH FOR NEW F/Y	10/21/15	110271	300.00-

MOFFETT, STEPHANIE								

Sum							300.00-
00001 MOLLY MAID	SERVS 10/15	00156202	15000397	SERVS 10/15 HIGHLAND CMTERY	10/31/15	247839	245.00-

MOLLY MAID							245.00-
Sum							135.00-
00001 MS MUNICIPAL LEAGUE	REG DUPREE 1	00156294	15000446	REG DUPREE CONF JACKSON	10/31/15	247843	-----
MS MUNICIPAL LEAGUE							135.00-
Sum							116,284.64-
00001 MS POWER COMPANY	10/15 GENERA	00020162	15000481	MNTHLY ELEC-GENERAL	10/31/15	247844	-----
MS POWER COMPANY							116,284.64-
Sum							10,117.67-
00001 MS STATE DEVELOPMENT AUT GRANT #R-103	00201655	15000523	HCL LEVERAGE LENDER LLC	10/28/15	110309		-----
MS STATE DEVELOPMENT AUT							10,117.67-
Sum							2,643.65-
00001 MULTITECH OFFICE MACHINE 15100301	00155882	15000334	PRINTER SUPP INFO TECH	10/31/15	247845		-----
MULTITECH OFFICE MACHINE							2,643.65-
Sum							375.00-
00001 N & H ELECTRONIC DISTRIB 150707	00155731	15000336	BATTERIES CAR VIDEO CAMERAS	10/31/15	247847		-----
00001 N & H ELECTRONIC DISTRIB 150706	00155858	15000337	PAGER/CAMERA BATTERIES	10/31/15	247847		-----
N & H ELECTRONIC DISTRIB							841.56-
Sum							165.83-
00001 NAPA AUTO PARTS 535498	00156232	15000427	REPR PTS/TOOLS FIRE DEPT	10/31/15	247848		-----
00001 NAPA AUTO PARTS 535499	00156233	15000433	TRUCK BED COATING VARI UNITS	10/31/15	247848		-----
NAPA AUTO PARTS							373.37-
Sum							144.00-
00001 NATL DIRECTORY OF LAW EN PO#156100 10	00156100	15000308	2016 NATLS DIRECTORY PARKER	10/31/15	247849		-----
NATL DIRECTORY OF LAW EN							144.00-
Sum							844.84-
00001 NEWELL PAPER COMPANY 854366	00155889	15000374	JANIT SUPP POLICE DEPT	10/31/15	247851		-----
NEWELL PAPER COMPANY							844.84-
Sum							199.99-
00001 OFFICE DEPOT INC 1840516046	00155157	15000379	LAPTOP WARRANTY P/F ACADEMY	10/31/15	247854		-----
00001 OFFICE DEPOT INC 79308983701	00155157	15000380	LAPTOP COMPUTER P/F ACADEMY	10/31/15	247854		-----
00001 OFFICE DEPOT INC 799086017001	00154757	15000399	SHREDDER P/F ACADEMY	10/31/15	247854		-----
00001 OFFICE DEPOT INC 800323971001	00154757	15000400	CREDIT	10/31/15	247854		-----
00001 OFFICE DEPOT INC 1853909798	00155999	15000457	DESKS/CHAIRS LAND CODE	10/31/15	247854		-----
00001 OFFICE DEPOT INC 1853909807	00156035	15000487	LAPTOP/SUPP INFO TECH	10/31/15	247854		-----
OFFICE DEPOT INC							3,145.31-
Sum							2,275.00-
00001 ORION PLANNING GROUP 29	00156298	15000447	REVISE FINAL DRAFT LDC UPDATE	10/31/15	247855		-----
ORION PLANNING GROUP							2,275.00-
Sum							

00001 OVERHEAD DOOR CO OF HBUR 72773	00156121 15000579 BAY DOOR REPR #7 FIRE STA	10/31/15	247857	195.00-

OVERHEAD DOOR CO OF HBUR				195.00-
Sum				1,100.00-
00001 PALM PROPERTY DEVELOPMEN MB#2014/198-	00201654 15000521 DL.RENEWAL STATION LEASE PYMT	10/31/15	247859	-----
PALM PROPERTY DEVELOPMEN				1,100.00-
Sum				1,366.08-
00001 PEARL RIVER VALLEY EPA (10/15 GENERA	00020162 15000522 MNTHLY 10/15 PUBLIC SERVICES	10/31/15	247860	-----
PEARL RIVER VALLEY EPA (				1,366.08-
Sum				268.86-
00001 PHILLIPS CAR CARE CENTER 35693	00156190 15000498 REPRS U#14697 KIDD LAND CODE	10/31/15	247861	-----
PHILLIPS CAR CARE CENTER				268.86-
Sum				50.00-
00001 PIERCE PLUMBING (REFUNDS REFUND-RECEI	00201641 15000357 REFUND-RECEIPT #63681	10/31/15	247862	-----
PIERCE PLUMBING (REFUNDS				50.00-
Sum				807.80-
00001 PINE BELT MENTAL HEALTHC AUG-15	00156183 15000332 JAIL DIV GRANT CHGS 8/15	10/31/15	247865	-----
PINE BELT MENTAL HEALTHC				807.80-
Sum				13,579.83-
00001 PINE BELT OIL COMPANY IN 1027492	00155944 15000331 GAS/DIESEL FOR FUEL STATION	10/31/15	247866	9,666.89-
00001 PINE BELT OIL COMPANY IN 1027496	00156163 15000483 GAS FOR FUEL STATION	10/31/15	247866	7,465.79-
00001 PINE BELT OIL COMPANY IN 1034747	00156163 15000484 DIESEL FOR FUEL STATION	10/31/15	247866	8,667.32-
00001 PINE BELT OIL COMPANY IN 1027500	00156323 15000550 GAS FOR FUEL STATION	10/31/15	247866	7,247.57-
00001 PINE BELT OIL COMPANY IN 1029443	00156323 15000551 DIESEL FOR FUEL STATION	10/31/15	247866	-----
PINE BELT OIL COMPANY IN				46,627.40-
Sum				81.73-
00001 POLLARD WATER.COM-EAST 0026856	00155933 15000318 FIRE HYDRANT FLOW TEST EQUIP	10/31/15	247868	-----
POLLARD WATER.COM-EAST				81.73-
Sum				1,807.00-
00001 PRECISION DELTA CORP 4330	00155009 15000343 AMMUNITION P/F ACADEMY	10/31/15	247870	1,366.00-
00001 PRECISION DELTA CORP 4414	00155009 15000344 AMMUNITION P/F ACADEMY	10/31/15	247870	212.72-
00001 PRECISION DELTA CORP 4512	00155009 15000345 AMMUNITION P/F ACADEMY	10/31/15	247870	401.00-
00001 PRECISION DELTA CORP 4670	00155009 15000346 AMMUNITION P/F ACADEMY	10/31/15	247870	-----
PRECISION DELTA CORP				3,786.72-
Sum				249.00-
00001 PRECISION FAB & REFURBIS 006	00155835 15000329 BLADE REPR U#16076 STREET	10/31/15	247871	-----
PRECISION FAB & REFURBIS				249.00-
Sum				800.00-
00001 PRESLEY, PAUL E 10/15	00201644 15000294 PETTY CASH FOR NEW F/Y	10/21/15	110272	-----
PRESLEY, PAUL E				

Sum												800.00-
00001	PUCKETT MACHINERY COMPAN	P05C5594313	00156056	15000464	REPR PTS U#20093	STREET	10/31/15	247873				118.74-

PUCKETT MACHINERY COMPAN												
Sum												118.74-
00001	QUALIFICATION TARGETS IN	21503286	00156187	15000454	TARGETS P/F	ACADEMY	10/31/15	247874				129.25-

QUALIFICATION TARGETS IN												
Sum												129.25-
00001	REGIONS BANK (SANITATION LEASE #001-0	00201658	15000525	SANITATION TRUCKS LEASE 2015			10/28/15	110312				41,376.52-

REGIONS BANK (SANITATION												
Sum												41,376.52-
00001	REGIONS CARDHOLDER SERVI	7079 9/30/15	00156385	15000556	TRVL COLEMAN/EVANS COURT		10/31/15	247879				1,726.91-
00001	REGIONS CARDHOLDER SERVI	7079 9/30/15	00156385	15000557	TRVL F HICKS PO#175779		10/31/15	247879				145.26-
00001	REGIONS CARDHOLDER SERVI	7079 9/30/15	00156385	15000558	PHOTOSHOP PO#155171		10/31/15	247879				39.00-
00001	REGIONS CARDHOLDER SERVI	7079 9/30/15	00156385	15000559	HOTEL UNDERWOOD PO#155450		10/31/15	247879				505.00-
00001	REGIONS CARDHOLDER SERVI	7079 9/30/15	00156385	15000560	TRVL GRIFFIN JKSN PO#154516		10/31/15	247879				707.75-
00001	REGIONS CARDHOLDER SERVI	7079 9/30/15	00156385	15000561	LATE FEE		10/31/15	247879				78.26-
00001	REGIONS CARDHOLDER SERVI	7079 9/30/15	00156385	15000562	AUTO PARTS		10/31/15	247879				65.05-
00001	REGIONS CARDHOLDER SERVI	7079 9/30/15	00156385	15000563	TRVL DAVID FLA PO#155104		10/31/15	247879				129.42-
00001	REGIONS CARDHOLDER SERVI	7079 9/30/15	00156385	15000564	REG KAY DAVIS		10/31/15	247879				995.00-
00001	REGIONS CARDHOLDER SERVI	7079 9/30/15	00156385	15000565	TRVL HELFRICH FLA PO#155104		10/31/15	247879				715.63-
00001	REGIONS CARDHOLDER SERVI	7079 9/30/15	00156385	15000566	REG LORI HELFRICH		10/31/15	247879				995.00-
00001	REGIONS CARDHOLDER SERVI	7079 9/30/15	00156385	15000567	PLUMB EXAM JOHNSON PO#155158		10/31/15	247879				168.00-
00001	REGIONS CARDHOLDER SERVI	7079 9/30/15	00156385	15000568	TRVL JORDAN/KIDD PO#155457		10/31/15	247879				567.93-
00001	REGIONS CARDHOLDER SERVI	7079 9/30/15	00156385	15000569	TRVL MCKINLEY AZ PO#154663		10/31/15	247879				981.06-

REGIONS CARDHOLDER SERVI												
Sum												7,819.27-
00001	RICOH CORP	20366319	00156080	15000298	COPIER 10/15-11/14	HUMAN RES	10/31/15	247880				221.67-

RICOH CORP												
Sum												221.67-
00001	RJ YOUNG COMPANY	INV1065876	00156282	15000468	COPIER 9/14-10/13	ENGR DEPT	10/31/15	247881				318.00-

RJ YOUNG COMPANY												
Sum												318.00-
00001	ROPER SUPPLY CO LLC	47347	00156093	15000489	SIREN SPEAKER POLICE STOCK		10/31/15	247882				126.75-

ROPER SUPPLY CO LLC												
Sum												126.75-
00001	RYAN MOTORS INC	240333	00155299	15000493	LIGHTS/AIR BAG REPR U#16768		10/31/15	247883				206.85-

RYAN MOTORS INC												
Sum												206.85-
00001	SACKS OUTDOOR SUPPLY	19674	00156159	15000319	RED LINE FLASHLIGHT		10/31/15	247884				40.00-

SACKS OUTDOOR SUPPLY												
Sum												40.00-
00001	SMITH BROS. COLLISION CN 149 150 151		00155763	15000435	STROBE LIGHTS CONSTR UNITS		10/31/15	247887				3,201.60-

SMITH BROS. COLLISION CN								
Sum								3,201.60-
00001	SOLAR SUPPLY INC	3473150	00155946	15000330	A/C FILTERS EMP MED CLINIC	10/31/15	247891	34.08-
00001	SOLAR SUPPLY INC	3473408	00156213	15000384	A/C FILTERS #4 FIRE STA	10/31/15	247891	59.16-
00001	SOLAR SUPPLY INC	3473431	00156231	15000434	A/C FILTERS CONSTR SHOP	10/31/15	247891	34.08-
00001	SOLAR SUPPLY INC	3473219	00155974	15000577	A/C FILTERS CITY HALL	10/31/15	247891	71.64-

SOLAR SUPPLY INC								
Sum								198.96-
00001	SOUTHEAST EQUIPMENT SERV	4380	00155950	15000488	CUTTER REPAIR INFO TECH	10/31/15	247893	585.00-

SOUTHEAST EQUIPMENT SERV								
Sum								585.00-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT2 10/1	00201649	15000437	POLICE FINES COLL.FEE	10/31/15	247895	233.50-
00001	SOUTHERN FINANCIAL SYSTE	CMCHAT3 10/0	00201650	15000438	POLICE FINES COLL.FEE	10/31/15	247895	1,442.50-

SOUTHERN FINANCIAL SYSTE								
Sum								1,676.00-
00001	SOUTHERN MS PINE STRAW	9966	00155970	15000426	PINE STRAW TRAIN DEPOT	10/31/15	247898	337.50-
00001	SOUTHERN MS PINE STRAW	9876	00155976	15000576	PINE STRAW CITY HALL L'SCAPE	10/31/15	247898	225.00-

SOUTHERN MS PINE STRAW								
Sum								562.50-
00001	SOUTHERN PINE ELECTRIC P	10/15 GENERA	00020162	15000480	MNTHLY 10/15 PUBLIC SERVICES	10/31/15	247899	60.04-

SOUTHERN PINE ELECTRIC P								
Sum								60.04-
00001	SOUTHERN TIRE MART #9 (M	9003054	00155042	15000327	TIRES U#15999 STREET	10/31/15	247900	250.56-

SOUTHERN TIRE MART #9 (M								
Sum								250.56-
00001	SOUTHERN TIRE MART LLC	11107135	00155964	15000394	TIRES SANIT TRUCK STOCK	10/31/15	247901	8,728.35-

SOUTHERN TIRE MART LLC								
Sum								8,728.35-
00001	STANDARD OFFICE SUPPLY C	0057213-001	00155973	15000305	LETTERHEAD FOR CITY HALL	10/31/15	247905	949.00-
00001	STANDARD OFFICE SUPPLY C	0057008-001	00155888	15000306	COPY PAPER POLICE DEPT	10/31/15	247905	173.00-
00001	STANDARD OFFICE SUPPLY C	0057021-001	00155893	15000307	STORAGE BOXES POLICE RECORDS	10/31/15	247905	308.97-
00001	STANDARD OFFICE SUPPLY C	0057152-001	00155859	15000314	NAME TAGS FIRE RECRUITS	10/31/15	247905	199.20-
00001	STANDARD OFFICE SUPPLY C	0055499-001	00154515	15000333	OFFICE SUPP CITY CLERK	10/31/15	247905	126.83-
00001	STANDARD OFFICE SUPPLY C	0057192-001	00156120	15000371	COPY PAPER POLICE DEPT	10/31/15	247905	251.94-
00001	STANDARD OFFICE SUPPLY C	0057104-001	00154874	15000417	NOTARY STAMP HARTFIELD M/ADM	10/31/15	247905	33.50-
00001	STANDARD OFFICE SUPPLY C	0057105-001	00154874	15000418	OFFICE SUPP M/ADM	10/31/15	247905	23.94-
00001	STANDARD OFFICE SUPPLY C	0057103-001	00155796	15000419	NOTARY STAMP LARREMORE M/ADM	10/31/15	247905	33.50-
00001	STANDARD OFFICE SUPPLY C	0057191-001	00156060	15000452	STORAGE BOXES RECORDS FILES	10/31/15	247905	617.94-
00001	STANDARD OFFICE SUPPLY C	0057379-001	00156288	15000552	FOLDERS EMP ORIINATION	10/31/15	247905	101.94-

STANDARD OFFICE SUPPLY C								
Sum								2,819.76-
00001	THOMPSON, JAMES (REFUNDS	DAMAGE DEP R	00201647	15000478	DAMAGE DEPOSIT REFUND	10/31/15	247910	500.00-

THOMPSON, JAMES (REFUNDS

Sum								500.00-	
00001	TIRE CENTERS LLC	5760091151	00155468	15000496	TIRES U#2681	FIRE DEPT	10/31/15	247912	1,600.68-

TIRE CENTERS LLC

Sum									1,600.68-
00001	TRUSTMARK BUSINESS CARD	3018	DUPREE	00156305	15000526	PURCHASE USM SHIRT	10/31/15	247915	77.02-
00001	TRUSTMARK BUSINESS CARD	3018	DUPREE	00156305	15000527	REG 10/5-6 HOMELESS VETS SUMT	10/31/15	247915	200.00-
00001	TRUSTMARK BUSINESS CARD	3018	DUPREE	00156305	15000528	MBRSHP HOMELESS VETS COALITN	10/31/15	247915	150.00-
00001	TRUSTMARK BUSINESS CARD	3018	DUPREE	00156305	15000529	POWER RESERVE	10/31/15	247915	54.70-
00001	TRUSTMARK BUSINESS CARD	3018	DUPREE	00156305	15000530	SEAT CHANGE FOR FLIGHT	10/31/15	247915	18.00-
00001	TRUSTMARK BUSINESS CARD	3018	DUPREE	00156305	15000531	FLIGHT 10/5-6 VETS WASHINGTON	10/31/15	247915	302.20-
00001	TRUSTMARK BUSINESS CARD	3018	DUPREE	00156305	15000532	FLIGHTS MAYOR/REHNER PITTSBRG	10/31/15	247915	924.40-
00001	TRUSTMARK BUSINESS CARD	3018	DUPREE	00156305	15000533	FINANCE CHARGE	10/31/15	247915	27.46-
00001	TRUSTMARK BUSINESS CARD	3018	DUPREE	00156305	15000534	HOTEL CONF SAN FRANCISCO	10/31/15	247915	292.61-

TRUSTMARK BUSINESS CARD

Sum									2,046.39-
00001	UNITED PARCEL SERVICE IN	00008E1Y1541	00156104	15000311	SERVS 10/5/15	POLICE	10/31/15	247916	72.94-

UNITED PARCEL SERVICE IN

Sum									72.94-
00001	UNIVERSITY TIRE & SERVIC	478824		00155962	15000368	TIRES U#19449 M/ADM	10/31/15	247917	638.84-
00001	UNIVERSITY TIRE & SERVIC	477005		00155183	15000385	OIL CHANGE U#19115 MITCHELL	10/31/15	247917	30.95-
00001	UNIVERSITY TIRE & SERVIC	477777		00155480	15000386	REPRS U#19115 MITCHELL LDC	10/31/15	247917	102.85-
00001	UNIVERSITY TIRE & SERVIC	477666		00155538	15000393	TIRES U#15922 CONSTR DEPT	10/31/15	247917	622.16-
00001	UNIVERSITY TIRE & SERVIC	478923		00156203	15000465	TIRES U#17530 STREET	10/31/15	247917	670.76-

UNIVERSITY TIRE & SERVIC

Sum									2,065.56-
00001	VERIZON WIRELESS	9753238742	00156081	15000300	HPD WIRELESS 9/15		10/31/15	247920	2,034.16-

VERIZON WIRELESS

Sum									2,034.16-
00001	VULCAN SIGNS	280509	00156157	15000388	SIGN POSTS TRAFFIC DEPT		10/31/15	247921	957.00-

VULCAN SIGNS

Sum									957.00-
00001	WAL-MART STORES INC	000137	00155443	15000398	OFFICE SUPP PARKING DIVISION		10/31/15	247922	64.91-

WAL-MART STORES INC

Sum									64.91-
00001	WASTE MANAGEMENT OF SOUT	00008528-252	00156360	15000540	REFUSE DISPOSAL SANIT		10/31/15	247925	8,609.04-

WASTE MANAGEMENT OF SOUT

Sum									8,609.04-
00001	WATERS INTERNATIONAL TRU	08P801244	00155817	15000328	REPR PTS U#13982	ST CLEAN	10/31/15	247926	118.52-
00001	WATERS INTERNATIONAL TRU	08P801650	00156201	15000466	REPR PTS U#14405/U#13982		10/31/15	247926	285.99-

WATERS INTERNATIONAL TRU

Sum									404.51-
00001	WATTS BROTHERS TRACTOR C	01-9600	00156085	15000467	REPR PTS U#16722	STREET	10/31/15	247927	61.06-

61.06-

800.00—

800.00-

416.57-

416.57-

1,346,819.91-

DOCKET OF CLAIMS

CITY OF HATTIESBURG

Date - 10/29/15

PERIOD ENDING OCTOBER 31, 2015

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 A & R FARM AND GARDEN	282206	00155913	15000077	INSECTICIDE/HERBICIDE	10/31/15	247703	486.00-
00002 A & R FARM AND GARDEN	282661	00156279	15000154	SHOULDER SEED SPREADERS	10/31/15	247703	280.00-

A & R FARM AND GARDEN							
Sum							766.00-
00002 A TO Z MOBILE HOME PARTS	0034962	00156259	15000155	DOOR S ANTONIO LOCKER ROOM	10/31/15	247705	186.90-

A TO Z MOBILE HOME PARTS							
Sum							186.90-
00002 AGRI-AFC LLC	5183348	00156043	15000079	GRASS SEED/FERT FED PARK	10/31/15	247709	57.76-

AGRI-AFC LLC							
Sum							57.76-
00002 ALLBRITTON CHAIN SAW & L	41523	00156253	15000160	CHAINSAW REPR PTS	10/31/15	247713	309.04-

ALLBRITTON CHAIN SAW & L							
Sum							309.04-
00002 ANDERSON CHARLES	SPORTS SERVS	00201653	15000133	SPORTS SUPPORT SERVICES	10/31/15	247716	112.00-

ANDERSON CHARLES							
Sum							112.00-
00002 AUTO ARMATURE SERVICE IN	01242	00156040	15000094	BATTERY U#9621	10/31/15	247721	119.95-

AUTO ARMATURE SERVICE IN							
Sum							119.95-
00002 BARNES, JONOTHON	OFFICIAL 10/	00201652	15000114	OFFICIAL-YOUTH FOOTBALL	10/31/15	247723	350.00-

BARNES, JONOTHON							
Sum							350.00-
00002 BETTS, SHERMAN	OFFICIAL 10/	00201652	15000115	OFFICIAL-ADULT SB YTH FB	10/31/15	247726	605.00-

BETTS, SHERMAN							
Sum							605.00-
00002 BRACKMAN MOWER WAREHOUSE	5255	00155915	15000078	2-CYCLE OIL MIX	10/31/15	247731	236.00-
00002 BRACKMAN MOWER WAREHOUSE	5256	00155917	15000096	REPR PTS U#18667 MOWER	10/31/15	247731	39.33-
00002 BRACKMAN MOWER WAREHOUSE	5301	00156004	15000097	REPR PTS U#17085	10/31/15	247731	250.88-
00002 BRACKMAN MOWER WAREHOUSE	5348	00156006	15000098	REPRS U#19303 & U#18867	10/31/15	247731	172.05-
00002 BRACKMAN MOWER WAREHOUSE	5416	00156149	15000099	FILTERS U#14980 & U#18576	10/31/15	247731	49.84-
00002 BRACKMAN MOWER WAREHOUSE	5443	00156150	15000100	REPRS U#17997	10/31/15	247731	122.28-
00002 BRACKMAN MOWER WAREHOUSE	5444	00156151	15000101	REPRS U#19464 & U#20234	10/31/15	247731	57.70-

BRACKMAN MOWER WAREHOUSE							
Sum							928.08-
00002 BRADDOCK, ARETHA	OFFICIAL 10/	00201652	15000116	OFFICIAL-ADULT SOFTBALL	10/31/15	247732	300.00-

BRADDOCK, ARETHA								
Sum								300.00-
00002 C SPIRE WIRELESS (CELLUL 9/23/15-10/2 00201665 15000165 CELL SERV 10/15 PARKS & REC					10/31/15	247733		228.43-

C SPIRE WIRELESS (CELLUL								228.43-
Sum								
00002 CHANDLER, MAURICE SPORTS SERVS 00201653 15000135 SPORTS SUPPORT SERVICES					10/31/15	247740		112.00-

CHANDLER, MAURICE								112.00-
Sum								
00002 CITY OF HATTIESBURG FUND TRF 3RD 10/1 00201663 15000162 TRF 3RD 10/15 PAYROLL					10/28/15	310699		45,376.20-

CITY OF HATTIESBURG FUND								45,376.20-
Sum								
00002 COLEMAN, TIFFANY G SPORTS SERVS 00201653 15000134 SPORTS SUPPORT SERVICES					10/31/15	247746		128.00-

COLEMAN, TIFFANY G								128.00-
Sum								
00002 COMSOUTH 179994 00155904 15000095 RADIO REPR U#16325					10/31/15	247747		117.45-
00002 COMSOUTH 180050 00156145 15000159 RADIO REPR U#16328					10/31/15	247747		295.30-

COMSOUTH								412.75-
Sum								
00002 COPY CATS PRINTING 403525 00156347 15000169 2015 YTH CORP GRANT BOOKS					10/31/15	247749		20.71-

COPY CATS PRINTING								20.71-
Sum								
00002 COUNTRYTYME FRUIT STAND 497036 00156091 15000082 FALL DECORATIONS					10/31/15	247750		145.46-

COUNTRYTYME FRUIT STAND								145.46-
Sum								
00002 CRY, JAMAAL SPORTS SERVS 00201653 15000136 SPORTS SUPPORT SERVICES					10/31/15	247754		112.00-

CRY, JAMAAL								112.00-
Sum								
00002 CURTIS, GEORGE SPORTS SERVS 00201653 15000137 SPORTS SUPPORT SERVICES					10/31/15	247755		24.00-

CURTIS, GEORGE								24.00-
Sum								
00002 DIXON, TIMOTHY OFFICIAL 10/ 00201652 15000117 OFFICIAL-ADULT SOFTBALL					10/31/15	247760		160.00-

DIXON, TIMOTHY								160.00-
Sum								
00002 DOLEAC ELECTRIC CO INC H17281 00155662 15000107 LIGHT TIMER REPR TATUM SOCCER					10/31/15	247761		90.00-

DOLEAC ELECTRIC CO INC								90.00-
Sum								
00002 ECONOMY SUPPLY CO 240420 00156082 15000093 PAINT SUPP TOWN SQ BRIDGE					10/31/15	247765		41.60-
ECONOMY SUPPLY CO								41.60-
Sum								

00002 ELKINS WHOLESALE INC	257777-00	00155914 15000076 JANIT SUPP GRNDS MAINT	10/31/15	247766	786.54-

ELKINS WHOLESALE INC					
Sum					786.54-
00002 ESTERS, WILLARD (BUTCH)	OFFICIAL 10/	00201652 15000118 OFFICIAL-ADULT SOFTBALL	10/31/15	247770	260.00-

ESTERS, WILLARD (BUTCH)					
Sum					260.00-
00002 EVERETTE, RAYFORD	OFFICIAL 10/	00201652 15000119 OFFICIAL-ADULT SOFTBALL	10/31/15	247771	160.00-

EVERETTE, RAYFORD					
Sum					160.00-
00002 GILKEY ELECTRIC SUPPLY C 271220		00156146 15000109 ELEC SUPP TATUM SOCCER LIGHTS	10/31/15	247780	659.88-
00002 GILKEY ELECTRIC SUPPLY C 271180		00156103 15000167 ELEC SUPP TATUM SOCCER LIGHTS	10/31/15	247780	519.90-

GILKEY ELECTRIC SUPPLY C					
Sum					1,179.78-
00002 GREEN FOREST NURSERY INC 24856		00156042 15000080 LANDSCAPE MATLS FED/VET PARKS	10/31/15	247782	674.50-

GREEN FOREST NURSERY INC					
Sum					674.50-
00002 GRIFFIN, GABRIEL	OFFICIAL 10/	00201652 15000120 OFFICIAL-ADULT SOFTBALL	10/31/15	247783	320.00-

GRIFFIN, GABRIEL					
Sum					320.00-
00002 HARRIS, MARCEL	SPORTS SERVS	00201653 15000138 SPORTS SUPPORT SERVICES	10/31/15	247791	112.00-

HARRIS, MARCEL					
Sum					112.00-
00002 HIBBLER, ADRIAN	OFFICIAL 10/	00201652 15000121 OFFICIAL-ADULT SOFTBALL	10/31/15	247794	350.00-

HIBBLER, ADRIAN					
Sum					350.00-
00002 HILL, TIFFANY	SPORTS SERVS	00201653 15000139 SPORTS SUPPORT SERVICES	10/31/15	247796	144.00-

HILL, TIFFANY					
Sum					144.00-
00002 HOSKINS, JORDAN E	SPORTS SERVS	00201653 15000140 SPORTS SUPPORT SERVICES	10/31/15	247799	176.00-

HOSKINS, JORDAN E					
Sum					176.00-
00002 HUGHES SUPPLY	S146479179.0	00155874 15000074 PLUMB SUPP KP TENNIS RESTROOM	10/31/15	247802	4.54-

HUGHES SUPPLY					
Sum					4.54-
00002 HUSBAND, EARL	OFFICIAL 10/	00201652 15000122 OFFICIAL-ADULT SOFTBALL	10/31/15	247803	180.00-

HUSBAND, EARL					
Sum					180.00-
00002 IRBY, STUART C CO	S009159629.0	00155801 15000083 ELEC SUPP TOWN SQ BRIDGE	10/31/15	247809	134.51-

00002 MISSISSIPPI AG COMPANY, W65271	00156007 15000102 AXLE REPR U#18474	10/31/15	247838	4,497.26-

MISSISSIPPI AG COMPANY,				
Sum				4,497.26-
00002 MOTT, ANDREW	OFFICIAL 10/ 00201652 15000124 OFFICIAL-YTH FB/ADULT SB	10/31/15	247841	545.00-

MOTT, ANDREW				
Sum				545.00-
00002 MS POWER COMPANY	10/15 PKS/RE 00020162 15000113 MNTHLY ELEC-PARKS & REC	10/31/15	247844	14,964.36-

MS POWER COMPANY				
Sum				14,964.36-
00002 MYERS, ALANDRIUS	SPORTS SERVS 00201653 15000151 SPORTS SUPPORT SERVICES	10/31/15	247846	112.00-

MYERS, ALANDRIUS				
Sum				112.00-
00002 NEEL-SCHAFFER INC	1030626-15-1 00154569 15000163 SITE TEST EAST HARDY STREET	10/31/15	247850	5,331.72-

NEEL-SCHAFFER INC				
Sum				5,331.72-
00002 NORRIS, RANDY	OFFICIAL 10/ 00201652 15000125 OFFICIAL-ADULT SOFTBALL	10/31/15	247852	140.00-

NORRIS, RANDY				
Sum				140.00-
00002 OFFICE DEPOT INC	795662297001 00154918 15000164 CREDIT	10/31/15	247854	44.00-

OFFICE DEPOT INC				
Sum				44.00-
00002 OWENS BUSINESS MACHINES	SO11728 00156310 15000153 TONER SUPP GRNDS MNT OFFICE	10/31/15	247858	76.00-

OWENS BUSINESS MACHINES				
Sum				76.00-
00002 PIONEER MANUFACTURING CO	INV577093 00155899 15000158 BALLFIELD MARKING PAINT	10/31/15	247867	3,000.00-
00002 PIONEER MANUFACTURING CO	INV578451 00156193 15000168 PAINT MACH REPR PTS U#17739	10/31/15	247867	140.85-

PIONEER MANUFACTURING CO				
Sum				3,140.85-
00002 POWELL, RANDY	OFFICIAL 10/ 00201652 15000126 OFFICIAL-ADULT SOFTBALL	10/31/15	247869	60.00-
00002 POWELL, RANDY	SPORTS SERVS 00201653 15000145 SPORTS SUPPORT SERVICES	10/31/15	247869	232.00-

POWELL, RANDY				
Sum				292.00-
00002 SHOULTZ, PATRICK TODD	OFFICIAL 10/ 00201652 15000152 OFFICIAL-ADULT SOFTBALL	10/31/15	247886	200.00-

SHOULTZ, PATRICK TODD				
Sum				200.00-
00002 SMITH, TAMONA N	OFFICIAL 10/ 00201652 15000128 OFFICIAL-ADULT SOFTBALL	10/31/15	247889	300.00-

SMITH, TAMONA N				
Sum				300.00-
00002 SMITH, TIANA	SPORTS SERVS 00201653 15000146 SPORTS SUPPORT SERVICES	10/31/15	247890	112.00-

SMITH, TIANA								
Sum								112.00-
00002	SOUTH, CASSIUS		SPORTS SERVS	00201653	15000147	SPORTS SUPPORT SERVICES	10/31/15 247892	176.00-

SOUTH, CASSIUS								
Sum								176.00-
00002	SOUTHERN FOREST PRODUCTS	479977		00155947	15000081	WOOD SHAVINGS CITY WIDE USE	10/31/15 247896	850.00-

SOUTHERN FOREST PRODUCTS								
Sum								850.00-
00002	SOUTHERN TIRE MART #9 (M	9004218		00156092	15000103	TIRES U#19352	10/31/15 247900	241.00-
00002	SOUTHERN TIRE MART #9 (M	9004312		00156176	15000104	TRAILER TIRES U#16048	10/31/15 247900	217.11-
00002	SOUTHERN TIRE MART #9 (M	9004293		00156177	15000105	TIRE U#17997 MOWER	10/31/15 247900	69.13-

SOUTHERN TIRE MART #9 (M								
Sum								527.24-
00002	SPEEDY PRINTING & SIGNS	21508		00156108	15000161	KHB STREET ADOPTION SIGNS	10/31/15 247904	624.00-

SPEEDY PRINTING & SIGNS								
Sum								624.00-
00002	TERRELL, CLEMON DR	10/15		00201644	15000072	PETTY CASH FOR NEW F/Y	10/21/15 310693	500.00-

TERRELL, CLEMON DR								
Sum								500.00-
00002	TERRELL, WINSTON		OFFICIAL 10/	00201652	15000129	OFFICIAL-ADULT SOFTBALL	10/31/15 247908	230.00-

TERRELL, WINSTON								
Sum								230.00-
00002	TROTTER, COREY		OFFICIAL 10/	00201652	15000130	OFFICIAL-ADULT SOFTBALL	10/31/15 247913	260.00-

TROTTER, COREY								
Sum								260.00-
00002	TROTTER, WILLIE		OFFICIAL 10/	00201652	15000131	OFFICIAL-ADULT SOFTBALL	10/31/15 247914	160.00-

TROTTER, WILLIE								
Sum								160.00-
00002	VARNADO, ALEXZANDRIA		SPORTS SERVS	00201653	15000148	SPORTS SUPPORT SERVICES	10/31/15 247918	96.00-

VARNADO, ALEXZANDRIA								
Sum								96.00-
00002	VARNADO, UNDR		SPORTS SERVS	00201653	15000149	SPORTS SUPPORT SERVICES	10/31/15 247919	160.00-

VARNADO, UNDR								
Sum								160.00-
00002	WAL-MART STORES INC	001060		00155447	15000075	SENIOR CENTER EVENT SUPP 2015	10/31/15 247922	103.71-

WAL-MART STORES INC								
Sum								103.71-
00002	WHEELER, CURTIS		SPORTS SERVS	00201653	15000150	SPORTS SUPPORT SERVICES	10/31/15 247928	112.00-

Date - 10/29/15

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
------	-------------

Check
Date

Check
No.

Check
Amount

HATT.MUNICIPAL FIRE PROTECTION

00005 STATE FIRE ACADEMY

23247 MOONEY 00156314 15000002 SUB FEE MOONEY/LEE

10/31/15

247907

40.00-

STATE FIRE ACADEMY

Sum

40.00-

Sum

40.00-

00009 GARNER LUMLEY ELECTRIC S 517951	00156256 15000111 REPRS BURKETT LIFT STA	10/31/15	247779	342.57-
00009 GARNER LUMLEY ELECTRIC S 517779	00156048 15000128 ELEC SUPP WTR PLANTS	10/31/15	247779	2,614.15-

GARNER LUMLEY ELECTRIC S				2,956.72-
Sum				90.00-
00009 GILLILANDS ELECTRONICS S 60470	00156358 15000122 ALARM 10/22-1/22/16 WTR OFFC	10/31/15	247781	-----
GILLILANDS ELECTRONICS S				90.00-
Sum				548.10-
00009 IRBY, STUART C CO	S009196448.0 00155776 15000101 ELEC SUPP CANAL ST LIFT STA	10/31/15	247809	1,111.84-
00009 IRBY, STUART C CO	S009226840.0 00155998 15000112 ELEC SUPP EMER REPR LAGOONS	10/31/15	247809	-----
IRBY, STUART C CO				1,659.94-
Sum				1,300.00-
00009 JET CONSTRUCTION	2121 00155843 15000099 TOPSOIL SEWER DEPT	10/31/15	247812	-----
JET CONSTRUCTION				1,300.00-
Sum				196.00-
00009 K & K TRUCK-TRAILER PART 62613	00156116 15000100 WHEELS U#13132/16104 SEWER	10/31/15	247817	-----
K & K TRUCK-TRAILER PART				196.00-
Sum				24,200.00-
00009 L & A CONTRACTING CO	483-041 00156351 15000124 AERATOR MNT 10/12-23 LAGOONS	10/31/15	247824	-----
L & A CONTRACTING CO				24,200.00-
Sum				285.40-
00009 LARD OIL COMPANY	0743640-IN 00155778 15000127 BULK OIL WTR PLANTS	10/31/15	247826	-----
LARD OIL COMPANY				285.40-
Sum				749.10-
00009 MAC PAPERS	369463 W&SO& 00156172 15000130 PAPER SUPP WTR BILLS	10/31/15	247832	-----
MAC PAPERS				749.10-
Sum				160.00-
00009 MITCHELL, SHERRY	10/15 00201644 15000092 PETTY CASH FOR NEW F/Y	10/21/15	21898	-----
MITCHELL, SHERRY				160.00-
Sum				94,184.75-
00009 MS POWER COMPANY	10/15 W&SO&M 00020162 15000116 MNTHLY ELEC-W&SO&M	10/31/15	247844	-----
MS POWER COMPANY				94,184.75-
Sum				137.00-
00009 NORTH LAMAR WATER ASSN	SEWER BILLIN 00156361 15000123 SEWER BILLING REPORT 9/15	10/31/15	247853	-----
NORTH LAMAR WATER ASSN				137.00-
Sum				402.50-
00009 PEARL RIVER VALLEY EPA (	10/15 W&SO&M 00020162 15000121 MNTHLY 10/15 PUBLIC SERVICES	10/31/15	247860	-----
PEARL RIVER VALLEY EPA (				402.50-
Sum				1,342.60-
00009 PINE BELT INDUSTRIAL SUP	4134169-0004 00153478 15000108 PUMP EQUIP PTS LAGOONS	10/31/15	247864	

00009 PINE BELT INDUSTRIAL SUP 4134169-0005 00153478 15000109 PUMP EQUIP PTS LAGOONS	10/31/15	247864	27,000.00-

PINE BELT INDUSTRIAL SUP			
Sum			28,342.60-
00009 REGIONS CARDHOLDER SERVI 7079 9/30/15 00156385 15000129 TRVL GREEN FLA	10/31/15	247879	360.53-

REGIONS CARDHOLDER SERVI			
Sum			360.53-
00009 SCOGGINS PUMP REPAIR 9950 00156170 15000110 SUMP PUMP LAGOONS	10/31/15	247885	900.00-

SCOGGINS PUMP REPAIR			
Sum			900.00-
00009 SMITH, JIM SERVICES 84925 00156171 15000097 A/C REPR WTR PLT #2	10/31/15	247888	134.28-

SMITH, JIM SERVICES			
Sum			134.28-
00009 SOUTHERN PINE ELECTRIC P 10/15 W&SO&M 00020162 15000115 MNTHLY 10/15 PUBLIC SERVICES	10/31/15	247899	624.45-

SOUTHERN PINE ELECTRIC P			
Sum			624.45-
00009 SOUTHERN TIRE MART #9 (M 9004229 00155762 15000094 REPRS U#18705 WTR BILLING	10/31/15	247900	518.91-

SOUTHERN TIRE MART #9 (M			
Sum			518.91-
00009 SOUTHERN WATERWORKS SUPP 61559 00156111 15000102 CHLORINATOR WTR PLT #2	10/31/15	247902	2,514.20-
00009 SOUTHERN WATERWORKS SUPP 59775 00153441 15000113 PLUMB SUPP LAGOONS	10/31/15	247902	105.06-

SOUTHERN WATERWORKS SUPP			
Sum			2,619.26-
00009 THE SPECTRUM GROUP INC 6660 00155957 15000119 PULSAR FLOWMETER SOUTH LAGOON	10/31/15	247909	2,421.37-

THE SPECTRUM GROUP INC			
Sum			2,421.37-
00009 WILLMUT GAS & OIL COMPAN 10/15 W&SO&M 00020162 15000114 MNTHLY GAS-W&SO&M	10/31/15	247931	39.42-

WILLMUT GAS & OIL COMPAN			
Sum			39.42-

Sum			256,464.98-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 31, 2015

Date - 10/29/15

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER FUND							
00011 CLARK, ADRIA R	METER DEP RF	00201664	15000060	METER DEP RFD	10/31/15	247742	31.32-
CLARK, ADRIA R							
Sum							31.32-
00011 COASTAL RESTORATION & CL	METER DEP RF	00201637	15000046	METER DEP RFD	10/31/15	247744	40.00-
COASTAL RESTORATION & CL							
Sum							40.00-
00011 CONNER, ALICE	METER DEP RF	00201664	15000058	METER DEP RFD	10/31/15	247748	31.32-
CONNER, ALICE							
Sum							31.32-
00011 DAVIS, TAMIKA	METER DEP RF	00201637	15000047	METER DEP RFD	10/31/15	247757	28.80-
DAVIS, TAMIKA							
Sum							28.80-
00011 ECKHOFF, JEFFERY	METER DEP RF	00201664	15000061	METER DEP RFD	10/31/15	247764	31.32-
ECKHOFF, JEFFERY							
Sum							31.32-
00011 FREE, SARAH A	METER DEP RF	00201637	15000044	METER DEP RFD	10/31/15	247772	6.00-
FREE, SARAH A							
Sum							6.00-
00011 HARRIS, JAMES	METER DEP RF	00201664	15000062	METER DEP RFD	10/31/15	247790	31.32-
HARRIS, JAMES							
Sum							31.32-
00011 HOME SELLING TEAM 706	METER DEP RF	00201637	15000050	METER DEP RFD	10/31/15	247798	75.00-
HOME SELLING TEAM 706							
Sum							75.00-
00011 JACKSON, CYNTHIA	METER DEP RF	00201664	15000057	METER DEP RFD	10/31/15	247810	31.32-
JACKSON, CYNTHIA							
Sum							31.32-
00011 KELLY, CANDACE L	METER DEP RF	00201664	15000059	METER DEP RFD	10/31/15	247819	31.32-
KELLY, CANDACE L							
Sum							31.32-
00011 LEWIS, PEARLIE M	METER DEP RF	00201664	15000055	METER DEP RFD	10/31/15	247829	6.00-
LEWIS, PEARLIE M							
Sum							6.00-
00011 MORGAN, JAMES	METER DEP RF	00201637	15000052	METER DEP RFD	10/31/15	247840	75.00-

Sum								75.00-
00011 PREWITT, TIERRA	WTR OVRPMT R	00201660	15000054	WTR OVRPMT RFD	10/31/15	247872	24.26-	

PREWITT, TIERRA								
Sum								24.26-
00011 RASULALLAH, ABDUL H	METER DEP RF	00201637	15000048	METER DEP RFD	10/31/15	247875	33.74-	

RASULALLAH, ABDUL H								
Sum								33.74-
00011 REED, MICHAEL	METER DEP RF	00201637	15000045	METER DEP RFD	10/31/15	247877	40.00-	

REED, MICHAEL								
Sum								40.00-
00011 SOUTHEAST MISS RURAL HEA	WTR OVRPMT R	00201661	15000053	WTR OVRPMT RFD	10/31/15	247894	512.59-	

SOUTHEAST MISS RURAL HEA								
Sum								512.59-
00011 SOUTHERN HOOD LLC	METER DEP RF	00201664	15000056	METER DEP RFD	10/31/15	247897	47.39-	

SOUTHERN HOOD LLC								
Sum								47.39-
00011 STANFORD, ERIKA	METER DEP RF	00201637	15000049	METER DEP RFD	10/31/15	247906	25.84-	

STANFORD, ERIKA								
Sum								25.84-
00011 WALTERS, ROBERT R	METER DEP RF	00201637	15000051	METER DEP RFD	10/31/15	247923	75.00-	

WALTERS, ROBERT R								
Sum								75.00-

Sum								1,177.54-

PERIOD ENDING OCTOBER 31, 2015

Date

- 10/29/15

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
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Check
Date

Check
No.

Check
Amount

POLICE FORFEITURES FUND

00019 OUSTALET, BUTCH FORD

75749

00154315

15000002

2016 FORD SUV U#20314

10/31/15

247856

28,992.00-

OUSTALET, BUTCH FORD

Sum

28,992.00-

Sum

28,992.00-

Date - 10/29/15

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
------	-------------

Check
Date

Check
No.

Check
Amount

AIRPORT IMPROVEMENT FUND
00039 WARREN PAVING INC

APPL #3 AIRP 00156254 15000006 CONSTR FEES RUNWAY REHAB

10/31/15

247924

401,645.62-

WARREN PAVING INC
Sum

401,645.62-

Sum

401,645.62-

PERIOD ENDING OCTOBER 31, 2015

Date

- 10/29/15

Vendor

Invoice
Number

Purchase Order

Claims
Number

Item	Description
------	-------------

Check
Date

Check
No.

Check
Amount

MUNICIPAL ROAD & BRIDGE

00072	BANCORPSOUTH	EQUIPMENT F	CON#002-007	00201657	15000011	TRACTOR LEASE	PMT DUE	10/15/15	10/28/15	110311	1,412.41-
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BANCORPSOUTH EQUIPMENT F

Sum

00072	CATERPILLAR FINANCIAL SE	CON#0597687	00201656	15000010	BACKHOE LEASE PMT DUE	10/29/15	10/28/15	110310	1,086.14-
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CATERPILLAR FINANCIAL SE

Sum

00072	NEEL-SCHAFFER INC	1030627-03	00156359	15000012	SRV 9/15	L'SCAPE/PED	IMPS	10/31/15	247850	3,471.35-
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NEEL-SCHAFFER INC

Sum

3,471.35-

Sum

5,969.90-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 10/29/15

PERIOD ENDING OCTOBER 31, 2015

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 AAMCO TRANS/AUTOMOTIVE S	131432	00155106	15000015	REPRS U#17382	10/31/15	247706	2,465.00-
AAMCO TRANS/AUTOMOTIVE S							
Sum							2,465.00-
00073 BOLTON, SHARON	10/15/15	00201644	15000013	PETTY CASH FOR NEW F/Y	10/21/15	110276	100.00-
BOLTON, SHARON							
Sum							100.00-
00073 C SPIRE WIRELESS (CELLUL	9/23/15-10/2	00201665	15000046	CELL SERV 10/15 MASS TRANSIT	10/31/15	247733	291.40-
C SPIRE WIRELESS (CELLUL							
Sum							291.40-
00073 CARQUEST AUTO PARTS STOR	14758-58231	00155995	15000019	REPR PTS BUSES/STOCK	10/31/15	247736	432.94-
00073 CARQUEST AUTO PARTS STOR	14758-58585	00156161	15000020	BRAKE PTS U#16760 BUS	10/31/15	247736	327.20-
CARQUEST AUTO PARTS STOR							
Sum							760.14-
00073 CITY OF HATTIESBURG FUND	TRF 3RD 10/1	00201663	15000035	TRF 3RD 10/15 PAYROLL	10/28/15	110308	21,909.60-
CITY OF HATTIESBURG FUND							
Sum							21,909.60-
00073 DOSSETT PONTIAC CADILLAC	32545	00156075	15000014	REPR PTS U#16761 BUS	10/31/15	247762	74.41-
00073 DOSSETT PONTIAC CADILLAC	32663	00156174	15000021	REPR PTS BUS STOCK	10/31/15	247762	137.66-
DOSSETT PONTIAC CADILLAC							
Sum							212.07-
00073 EMPIRE TRUCK SALES (H'BU	RE006021978:	00155683	15000034	BRAKE REPR U#16235 BUS	10/31/15	247769	1,250.00-
EMPIRE TRUCK SALES (H'BU							
Sum							1,250.00-
00073 G & K SERVICES	1035641053	00156362	15000036	UNIFORMS 9/01 DRIVERS	10/31/15	247777	35.10-
00073 G & K SERVICES	1035643279	00156362	15000037	UNIFORMS 9/08 DRIVERS	10/31/15	247777	37.22-
00073 G & K SERVICES	1035645485	00156362	15000038	UNIFORMS 9/15 DRIVERS	10/31/15	247777	37.22-
00073 G & K SERVICES	1035647708	00156362	15000039	UNIFORMS 9/22 DRIVERS	10/31/15	247777	37.22-
00073 G & K SERVICES	1035649920	00156362	15000040	UNIFORMS 9/28 DRIVERS	10/31/15	247777	78.28-
00073 G & K SERVICES	1035641052	00156367	15000041	UNIFORMS 9/01 MECHANICS	10/31/15	247777	11.70-
00073 G & K SERVICES	1035643278	00156367	15000042	UNIFORMS 9/08 MECHANICS	10/31/15	247777	11.70-
00073 G & K SERVICES	1035645484	00156367	15000043	UNIFORMS 9/15 MECHANICS	10/31/15	247777	11.70-
00073 G & K SERVICES	1035647707	00156367	15000044	UNIFORMS 9/22 MECHANICS	10/31/15	247777	11.70-
00073 G & K SERVICES	1035649919	00156367	15000045	UNIFORMS 9/29 MECHANICS	10/31/15	247777	11.70-
G & K SERVICES							
Sum							283.54-
00073 GROVE TRANSIT	9/15 SERVICE	00156207	15000025	JARC TRIPS 9/15	10/31/15	247784	1,174.50-
00073 GROVE TRANSIT	10/15 SERVIC	00156207	15000026	JARC TRIPS 10/15	10/31/15	247784	2,597.50-

GROVE TRANSIT								-----	
Sum								3,772.00-	
00073	JERRY'S AUTOMOTIVE REPAI	17170	00156113	15000016	REPRS U#16761	BUS	10/31/15	247811	133.40-
00073	JERRY'S AUTOMOTIVE REPAI	17169	00156115	15000017	REPRS U#16759	BUS	10/31/15	247811	208.80-
00073	JERRY'S AUTOMOTIVE REPAI	17172	00156178	15000024	REPRS U#16760		10/31/15	247811	247.55-

JERRY'S AUTOMOTIVE REPAI									
Sum								589.75-	
00073	MS POWER COMPANY	10/15 M TRAN	00020162	15000028	MNTHLY ELEC-MASS	TRANSIT	10/31/15	247844	901.67-

MS POWER COMPANY									
Sum								901.67-	
00073	NAPA AUTO PARTS	535369	00156175	15000022	REPR PTS U#16760		10/31/15	247848	62.48-

NAPA AUTO PARTS									
Sum								62.48-	
00073	OFFICE DEPOT INC	1854772537	00156013	15000029	OFFICE SUPP		10/31/15	247854	99.99-
00073	OFFICE DEPOT INC	800447464001	00156013	15000030	OFFICE SUPP		10/31/15	247854	31.87-
00073	OFFICE DEPOT INC	800447462001	00156013	15000031	OFFICE SUPP		10/31/15	247854	298.65-

OFFICE DEPOT INC									
Sum								430.51-	
00073	PINE BELT FORD INC (SEE	6005044/1	00156023	15000018	REPRS U#19552	BUS	10/31/15	247863	875.55-

PINE BELT FORD INC (SEE									
Sum								875.55-	
00073	RYAN MOTORS INC	206768	00155977	15000032	REPR PTS U#16760	BUS	10/31/15	247883	574.57-

RYAN MOTORS INC									
Sum								574.57-	
00073	SOUTHGROUP (HATTIESBURG	HATTIES-02 7	00156275	15000027	TRANSIT AUTO INS	RENEWAL	10/31/15	247903	47,596.00-

SOUTHGROUP (HATTIESBURG									
Sum								47,596.00-	
00073	VERIZON WIRELESS	9753678794	00156240	15000023	PARATRANSIT GPS	10/11-11/10	10/31/15	247920	200.05-

VERIZON WIRELESS									
Sum								200.05-	
00073	WATERS INTERNATIONAL TRU	08P802184	00156278	15000033	MS BODY FLUID KITS	FOR BUSES	10/31/15	247926	35.45-

WATERS INTERNATIONAL TRU									
Sum								35.45-	

Sum								82,309.78-	

00077 SOUTHERN MS PINE STRAW	9967	00156029 15000020 PINE STRAW COMM CENTERS	10/31/15	247898	450.00-

SOUTHERN MS PINE STRAW					
Sum					450.00-
00077 STANDARD OFFICE SUPPLY C	0057194-001	00156084 15000017 APPOINTMENT BOOKS COMM CNTRS	10/31/15	247905	125.94-

STANDARD OFFICE SUPPLY C					
Sum					125.94-
00077 THOMPSON, PATRICIA (REFU	SHERRILL CEN	00201646 15000025 DAMAGE DEPOSIT REFUND	10/31/15	247911	100.00-

THOMPSON, PATRICIA (REFU					
Sum					100.00-
00077 WAL-MART STORES INC	005283	00155597 15000019 LIGHT BULBS SIGLER/CE ROY	10/31/15	247922	124.56-

WAL-MART STORES INC					
Sum					124.56-
00077 WHITE, LA'KEYLAH (REFUND	CULTURAL CEN	00201646 15000023 DAMAGE DEPOSIT REFUND	10/31/15	247929	250.00-

WHITE, LA'KEYLAH (REFUND					
Sum					250.00-
00077 WILLMUT GAS & OIL COMPAN	10/15 COMM C	00020162 15000028 MNTHLY GAS-COMM CNTRS	10/31/15	247931	29.96-

WILLMUT GAS & OIL COMPAN					
Sum					29.96-

Sum					32,844.67-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date

- 10/29/15

PERIOD ENDING OCTOBER 31, 2015

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY DEVELOP. BLOCK GRANT							
00082 C SPIRE WIRELESS (CELLUL	9/23/15-10/2	00201665	15000013	CELL SERV 10/15 CDBG	10/31/15	247733	32.72-

C SPIRE WIRELESS (CELLUL							32.72-
Sum							7,082.07-
00082 CITY OF HATTIESBURG FUND TRF 3RD 10/1	00201663	15000012	TRF 3RD 10/15 PAYROLL	10/28/15	310700	7,082.07-	-----
							7,082.07-
CITY OF HATTIESBURG FUND							8,000.00-
Sum							6,000.00-
00082 HOLLIMON CONSTRUCTION	10/20/15	00156264	15000009	121 TUSCAN DR#2 UTILITY ROOM	10/23/15	310696	8,000.00-
00082 HOLLIMON CONSTRUCTION	10/20/15	00156260	15000011	1300 PENTON DR#4 FIXTURE/FLOOR	10/23/15	310698	6,000.00-

HOLLIMON CONSTRUCTION							14,000.00-
Sum							20,000.00-
00082 LOCKHART CONSTRUCTION	10/20/15	00156263	15000010	310 BOWLING DRAW#2	10/23/15	310697	20,000.00-

LOCKHART CONSTRUCTION							20,000.00-
Sum							41,114.79-

Sum							41,114.79-

Grand Total Level							2,292,789.15-
Sum							2,292,789.15-

ADDENDUM CLAIMS DOCKET
PERIOD ENDING OCTOBER 31, 2015

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	CLAIMS NUMBER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
11	FRONT STREET PROPERTIES	WTR OVRPYMT RFD #5446	201668	15000064	WTR OVRPYMT RFD	11/1/15	310704	351.56

TOTAL 351.56

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, November 3, 2015

5:00 PM

Council Chambers

City Council - Amendments to the Agenda

Amend Policy Agenda Item VI.-6 at the request of the Administration to read as follows:

- VI.-6** [2015-2239](#) Approve the purchase of a parcel of property located at 300 Klondyke Street(Forrest County Tax Parcel 2-030M-11-047.00, PPIN 21234) from Russell & Associates Leasing, Bill Russell owner, in the amount of \$12,453.48; Authorize the issuance of a manual check for the closing of transaction.

Attachments: [Appraisal](#)
 [Deed Hattiesburg Grocery 10.23.15](#)
 [Donation Agreement HG Amended 10.30.15](#)

Add Policy Agenda Item VI.-13 at the request of the Council as follows:

- VI.-12** [2015-0111](#) Approve or Deny to Adopt an Ordinance amending Section 2-19 (A) of the Code of Ordinances to add a provision for Council members to participate in dicussions and vote on agenda items via teleconference and/or videoconference.

Attachments: [ORD-Teleconference Participation in Council meetings-DRAFT](#)
 [ORD-Teleconference Participation in Council meetings](#)
 [executed ORD-Teleconference Participation in Council meetings ORD#3172](#)



City of Hattiesburg, MS

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

Master

File Number: 2015-2239

File ID: 2015-2239

Type: Regular Agenda Item

Status: Passed

Version: 2

Reference:

In Control: City Council

File Created: 10/27/2015

Brief Title: Purchase of property located at 300 Klondyke Street.

Final Action: 11/03/2015

Minute Book Number: MB2015-328

Title:

Approve the purchase of a parcel of property located at 300 Klondyke Street(Forrest County Tax Parcel 2-030M-11-047.00, PPIN 21234) from Russell & Associates Leasing, Bill Russell owner, in the amount of \$12,453.48; Authorize the issuance of a manual check for the closing of transaction.

Notes:

Sponsors:

Enactment Date:

Attachments: Appraisal, Deed Hattiesburg Grocery 10.23.15,
Donation Agreement HG Amended 10.30.15

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council - Amendments to the Agenda	11/03/2015					
1	City Council	11/03/2015	Approve				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Naylor to Approve the purchase of a parcel of property located at 300 Klondyke Street (Forrest County Tax Parcel 2-030M-11-047.00, PPIN 21234) from Russell & Associates Leasing , Bill Russell owner,in the amount of \$12,453.48; Authorize the issuance of a manual check for the closing of transaction.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Yea: 5 Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							

Text of Legislative File 2015-2239

Title

Approve the purchase of a parcel of property located at 300 Klondyke Street(Forrest County Tax Parcel 2-030M-11-047.00, PPIN 21234) from Russell & Associates Leasing, Bill Russell owner, in the amount of \$12,453.48; Authorize the issuance of a manual check for the closing of transaction.

Summary

Purchase of property located at 300 Klondyke Street.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

APRAISAL OF PROPERTY LOCATED AT
300 KLONDYKE STREET
HATTIESBURG, MS

APPRAISAL REPORT

LIGHTSEY & ASSOCIATES

P.O. Box 15489
Hattiesburg, MS 39404
(601) 584-6260

September 1, 2015

Ms. Janet Beech
City of Hattiesburg Engineering Dept.
P.O. Box 1898
Hattiesburg, MS 39403

RE: Appraisal of property at 300 Klondyke Street,
Hattiesburg, MS

Dear Ms. Beech:

In accordance with the your request, I have made an inspection and investigation of the property located at 300 Klondyke Street, Hattiesburg, Mississippi, for the purpose of forming an opinion the Market Value of the property, as of August 26, 2015.

Market Value is defined as the most probable price in cash, terms equivalent to cash, or in other precisely revealed terms, for which the property will sell in an open and competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self interest, and assuming that neither is under undue duress.

NEIGHBORHOOD DESCRIPTION

The subject property is located in a mixed commercial/residential area just south of East Hardy Street and east of the Central Business District of Hattiesburg. There are a variety of commercial and residential properties in the immediate subject area. Properties in the area are generally in excess of fifty years of age, and not all appear to be receiving normal maintenance. The subject area has been relatively stable in the past several years with very little market activity. In the past 3-4 years, the market has been oversupplied with commercial space of all types. This has resulted in rental rates declining somewhat and extended marketing period for properties of this nature. Consultation with local brokers and investors indicates that the marketing period for this property would likely be in the range of 12-18 months.

SITE DESCRIPTION

The subject site is located on the easterly side of Klondyke Street, at the northeasterly corner of the intersection of Klondyke Street and Southern Avenue. It is irregularly shaped and contains approximately 2.25 acres according to tax assessor's records, though this is subject to verification by a professional surveyor or engineer. It is generally level and at street grade. The property has approximately 540 feet of frontage on Klondyke Street and approximately 160 feet of frontage on Southern Avenue. It backs up to what appears to be an abandoned rail line. The property is zoned R-1B, Single Family Residential, according to zoning authorities of the City of Hattiesburg. A plat of the site has been included in the addenda of this report in order to assist the reader in visualizing the site. All public utilities are available or connected to the site. There were no adverse soil or subsoil conditions observed; however, no soil tests have been made as a part of this report. According to flood maps of the area, the property appears to lie in a designated flood area, though this is subject to certification by an engineer or surveyor.

IMPROVEMENTS DESCRIPTION

The subject site is improved with a warehouse building with some office space. The building was constructed in 1951 per tax assessor's records and is of concrete block construction on concrete slab with commercial grade built-up roof. It contains approximately 4,960 square feet of heated and cooled office space. The remainder of this building contains approximately 40,083 square feet of unheated warehouse space. The front of the building has an 11 x 311 foot loading dock. The office area has paneled walls and vinyl and carpeted flooring. It is centrally heated and cooled. The warehouse area is unfinished with concrete floor and block walls. There is approximately 9,000 square feet of concrete paved parking on site. The majority of the property is surrounded by a chain link fence. The improvements appear to be in average/fair condition. The property has been under the present ownership for in excess of five years and the building is currently vacant. The office space does not appear to have been updated in a number of years. As the improvements on the site precede the current zoning laws, it is assumed that the present use is a legal non-conforming use of the property.

HIGHEST AND BEST USE

In order to estimate the Highest and Best Use for the subject, the four criteria for Highest and Best Use were considered. These are 1)physically possible, 2)legally permissible, 3)financially feasible, and 4)maximally productive. After considering these factors, the Highest and Best Use of the site as vacant is estimated to be for residential use. The Highest and Best Use of the property as presently improved is for use as a warehouse/service type facility.

METHOD OF APPRAISAL

In good appraisal practice, three approaches to value are normally used to arrive at a value conclusion for a given property. These approaches are the Sales Comparison Approach, the Cost Approach, and the Income Approach. The Sales Comparison Approach is based on deriving a value indication by comparing properties that have been sold recently to the subject property and adjusting the sales price of the comparables for any basic differences. The Income Approach considers the present value of the future benefits of income and ownership. To estimate the income potential of the subject, comparable rents are obtained and reconciled to the subject, then a deduction is made for anticipated expenses. The resulting net income is then capitalized into value using a rate supported by market data. The Cost Approach provides a value indicator based on the cost to reproduce the improvements less any observed depreciation. The value estimate of the land developed through the Sales Comparison Approach is then added to the depreciated value estimate of the improvements. In the case of the subject property, the Income Approach and Sales Comparison Approaches were utilized to arrive at an opinion of value.

INTENDED USE AND SCOPE OF THE APPRAISAL

This appraisal is intended to assist the client, The City of Hattiesburg, in forming an opinion of value of the subject property for possible gift purposes to the city by the present owner. In preparing this appraisal, the appraiser inspected the subject site and improvements, gathered and confirmed information on comparable sales, comparable rentals, operating expenses, capitalization and yield rates, and applied the Income Approach and Sales Comparison Approach to arrive at an indication of value. The Cost Approach was not utilized due to the age of the improvements. This appraisal report is for the sole purpose and use of the party stated above in forming a value opinion for possible gift purposes. It contains a brief recapitulation of the appraiser's data, analyses, and conclusions. Supporting documentation is retained in the appraiser's file.

RENTAL COMPARABLES

The following comparable rentals were utilized to estimate the market rent for the subject property.

Rent Comparable No. 1

Location: 7322 Highway 49 North, Hattiesburg

Description: Metal/block office & shop building

Tenant: Ryder Truck Service Center

Annual Rent: \$19,200

Rent SF: \$4.69

Concessions: Owner pays taxes, insurance, and maintenance.

Rent Comparable No.2

Location: Highway 49 North, Hattiesburg

Description: Single story metal building. Mainly warehouse space.
Small office area.

Tenant: Bolick Industries

Annual Rent: \$36,000

Rent SF: \$4.57

Concessions: Owner pays taxes, insurance, and exterior maintenance.

Rent Comparable No. 3

Location: 2609 Lincoln Road, Hattiesburg

Description: Single story building. Similar in quality and location.

Tenant: Pet Shop (now vacant)

Annual Rent: \$11,400

Rent SF: \$3.17

Concessions: Owner pays taxes, insurance, exterior maintenance.

Rent Comparable No. 4

Location: 1600 West Pine Street, Hattiesburg

Description: Single story block building. Similar in quality. Shop space.

Tenant: WSN Auto Repair

Annual Rent: \$24,000

Rent SF: \$5.01

Concessions: Owner pays taxes, insurance, and exterior maintenance.

Rent Comparable No. 5

Location: 1600 West Pine Street, Hattiesburg

Description: Single story block building.
Warehouse space.

Tenant: Hattiesburg Clinic

Annual Rent: \$7,200

Rent SF: \$2.55

Concessions: Owner pays taxes, insurance, and exterior maintenance.

Rent Comparable No. 6

Location: 10 Blackwell Blvd, Hattiesburg

Description: One story metal building.
Office and warehouse space.
Completed in 1993.

Tenant: Unknown

Annual Rent: \$35,784

Rent SF: \$5.96

Concessions: Owner pays taxes, insurance, and exterior
maintenance.

After consideration of the above rental data, the economic rental rate for the subject is estimated to be \$2.50 per square foot annually for the heated and cooled areas and \$1.00 per square foot annually for the warehouse space.

Heated and Cooled areas

4,960 sq. ft. @ \$2.50 = \$ 3,500

Warehouse area

40,083 sq. ft. @ \$1.00 = 40,083

Estimated Annual Rent \$43,583

RECONSTRUCTED OPERATING STATEMENT

Gross Income	\$43,580.00
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Less Vacancy and Collection, 5%	<u>2,179.00</u>
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Effective Gross Income	\$41,401.00
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Expenses

Taxes	\$7,453.00
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Insurance	2,500.00
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Management	2,484.00
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Reserves	500.00
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Maintenance	<u>2,500.00</u>
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\$15,437.00	<u>15,437.00</u>
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Net Operating Income Estimate	\$25,964.00
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CAPITALIZATION

The overall rate of capitalization can be expressed as a weighted average of cash flow requirements of mortgage and equity positions. Lenders indicate that financing for the property being appraised can be obtained at a 5.0% interest rate with a 75% loan to value ratio amortized over 15 years. This results in a mortgage constant of .09490. Equity cash flow rates of from 8% to 12% are considered to be normal for real estate investments of this type and with similar risk characteristics. However, the cash flow rate may be influenced by many other factors and are sometimes found to be lower in newer properties and where other special considerations may allow for their reduction. It appears that an equity cash flow rate of 8% is appropriate for the subject. This has been substantiated by Realtors and investors who deal in this type of property.

The overall rate of capitalization using the traditional band of investment analysis is projected as follows:

$$75\% \text{ Mortgage} \times .09490 \text{ Constant} = .071205$$

$$25\% \text{ Equity} \times 8\% \text{ Cash Flow} = \underline{.020000}$$

$$\text{Indicated Overall Rate} \quad .091205$$

This rate is supported by the rate obtained using the Debt Coverage Ratio Formula.

CAPITALIZATION

One method of estimating a capitalization rate that is preferred by lenders considers the current mortgage rates and the ratio of net operating income to debt service. The following is an explanation of the factors considered.

M = The ratio of mortgage money to appraised value or to assumed purchase price. If we assume 75% of purchase will be borrowed as mortgage money, then $M = .75$, though M could be any number from 0 to 100. The loan ratio for transaction is estimated to be 75%.

F = The annual constant for debt service is estimated to be .09490 based on a 15 year loan at 5.00% interest.

DCR = Debt Coverage Ratio-The ratio of operating income to the amount required for debt service (principle plus interest) This is estimated to be 1.25.

These figures are utilized to arrive at an overall rate of capitalization.

R = The overall capitalization rate developed by multiplying the mortgage ratio (M), the mortgage constant (F), and the debt coverage ratio (DCR). This figure is divided into the net operating income estimate to give a value indication by the income approach.

$$R = M \times F \times DCR$$

$$R = .75 \times .09490 \times 1.25$$

$$R = .088969$$

$$\text{Rounded} = 9\%$$

$$\text{Value} = \$25,964 / .0900 = \$285,488$$

$$\text{Rounded} \quad \$285,500$$

SALES COMPARISON APPROACH

The following sales were utilized in the Sales Comparison Approach.

Improved Sale No. 1

Location: 6975 Highway 49, Hattiesburg
Date: 01/21/2015
Price: \$610,000
Description: Metal building constructed in 1981. Warehouse with some office space (3,834 sf).
Size/SF: 78,760 (office and warehouse)
Price/SF: \$7.75
Comments: Partial flood zone. 5.86 acre site.

Improved Sale No. 2

Location: 70 Rawls Springs Loop, Hattiesburg
Date: 09/05/2006
Price: \$365,000
Description: Block and metal warehouse building constructed in 1979. Some office space (1,598 sf).
Size/SF: 31,258 (office and warehouse)
Price/SF: \$11.68
Comments: Partial flood zone. 3.8 acre site.

The above sales were considered to be the most relevant to the subject's valuation following research of the market. There were few sales of the type of the subject (large warehouse facilities) that have occurred in the subject market segment in the past 10 years. These two sales are the most similar to the subject known to the appraiser following research of the market. Both sales were newer buildings in what are considered to be superior locations to the subject. Both are located on Highway 49 just to the north of Interstate 59. After consideration of time, size, location, condition, and other pertinent factors, the value of the subject property is estimated to be \$7.00 per square foot, including land.

45,043 sq. ft. @ \$7.00 = \$315,301

Rounded to \$315,500

The Value indications from the two approaches are as follows:

Income Approach - \$285,500

Sales Comparison Approach -\$315,500

Normally the most reliance should be placed on the approach to value that has the best supporting data and provides the most logical valuation process for the subject property. In the case of the subject property, this was the Income approach, with some reliance placed on the Sales comparison Approach. After considering all pertinent data and factors, the final opinion of Market Value of the subject property, as of August 26, 2015, was:

THREE HUNDRED THOUSAND DOLLARS

(\$300,000.00)

At your request, this report has been prepared in brief narrative form. All data included in a full narrative report may not be found in this report, but if not, has been retained in my office files in rough form. Most of the supporting data has been included in the report.

Thank you for the opportunity to serve you. If I may be of further service in this matter, please do not hesitate to contact me.

Sincerely,

Stan Lightsey

Stan Lightsey, SRA
Appraisal Institute

ADDENDA

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- the statements contained in this report are true and correct.**
- the reported analyses, opinions, and conclusions are limited only by the reporting assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.**
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved unless otherwise stated.**
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.**
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.**
- My compensation for completing this assignment is not contingent upon the developing or reporting of a predetermined value or a direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.**
- no one provided significant appraisal assistance to the person signing this appraisal unless otherwise noted.**
- unless otherwise noted, the person signing this report has not performed an appraisal or rendered any other service regarding the subject property in the past three years.**
- The Appraisal Institute conducts a voluntary re-certification process for its designated members. I am currently certified under this program.**

Stan Lightsey

Stan Lightsey, SRA

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following limiting conditions:

The legal description furnished is assumed to be correct.

No responsibility is assumed for matters of a legal character nor does the appraiser render any opinion as to title which is assumed to be good. All existing liens and encumbrances have been disregarded unless otherwise noted and the property is appraised as though free and clear and under responsible ownership and competent management.

The appraiser believes to be accurate the information provided by others; but assumes no responsibility for its accuracy.

Possession of this report, or a copy thereof, does not carry with it the right of publication, and neither all nor any part of the contents of this report may be disseminated to the public through media of any type nor may be used for any other purpose other than that specified in the engagement by the client without the previous written consent of the appraiser and client particularly as to the value conclusions, the identity of the appraiser or the firm with which he is employed, or to the SRA designation of The Appraisal Institute.

The appraiser will not be required to give testimony or appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made.

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

Unless otherwise stated in this report, the existence of hazardous substances, including but not limited to asbestos, poly-chlorinated biphenyls, petroleum leakage, mold, or agricultural chemicals; which may or may not be present on the property, or other environmental conditions; were not called to the attention of nor did the appraiser become aware of such during the inspection of the property. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser is not an expert in the environmental field and is not qualified to test for such substances or conditions. If the presence of hazardous substances or environmental conditions may affect the value of the property, the value opinion is predicated on the assumption that there is no such condition in or on the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for such conditions; nor for any expertise or knowledge required to discover them. The client is advised to retain an expert in the field of environmental impact on real estate if such conditions are suspected.

Location Map

Borrower				
Property Address		300 Klondyke St		
City	Hattiesburg	County	State	MS Zip Code 39401
Lender/Client				



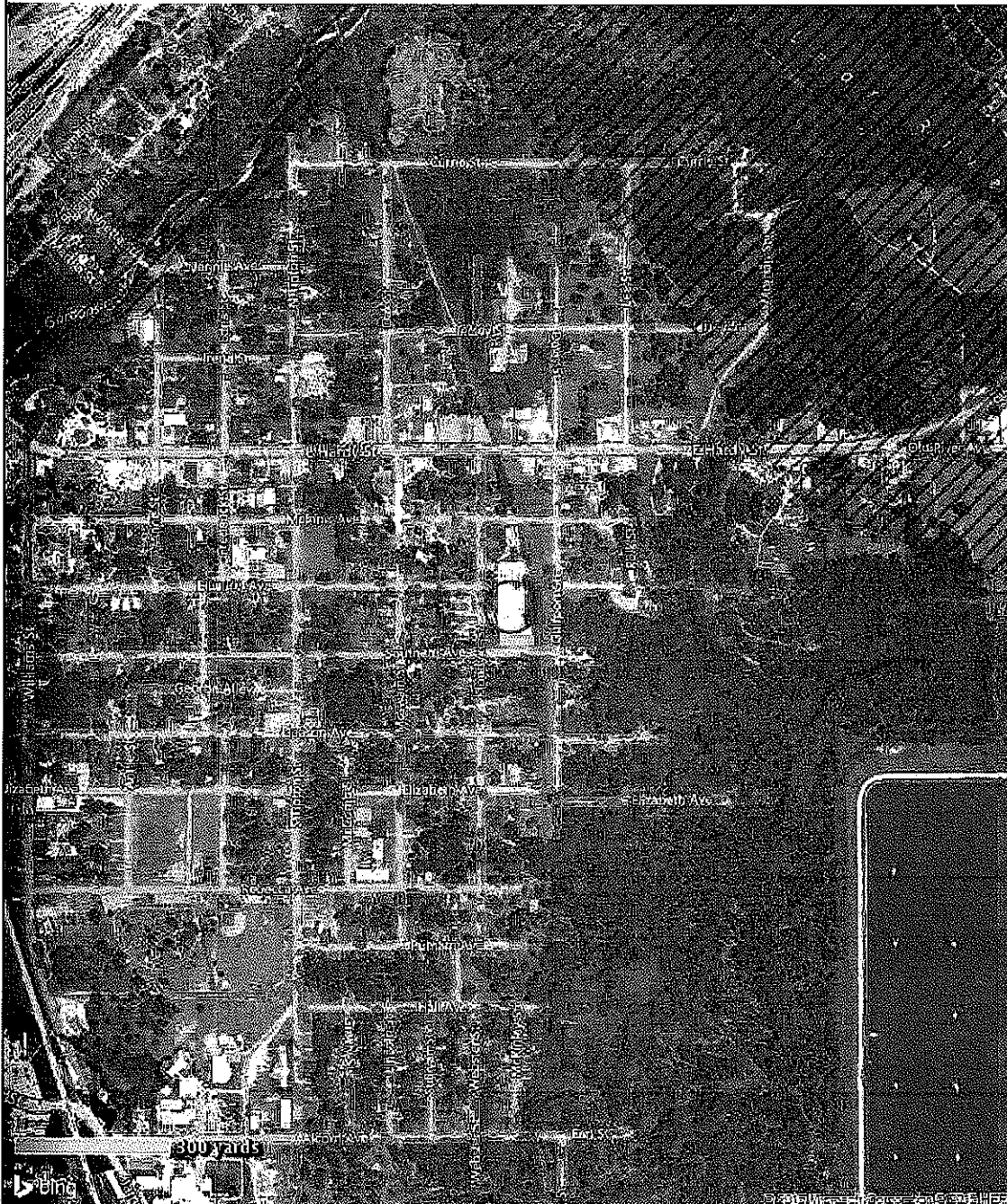
Flood Map

Borrower						
Property Address	300 Klondyke St					
City	Hattiesburg	County		State	MS	Zip Code 39401
Lender/Client						

InterFlood

Prepared for: Lightsey and Associates

300 Klondyke St
Hattiesburg, MS 39401



MAP DATA

FEMA Special Flood Hazard Area **Yes**
Map Number: **28035C0109E**
Zone: **AE**
Map Date: **March 16, 2015**
FIPS **28035**

MAP LEGEND

- | | |
|--------------------------------------|-----------------|
| Areas inundated by 500-year flooding | Protected Areas |
| Areas inundated by 100-year flooding | Floodway |
| Velocity Hazards | Subject Area |

Powered by CoreLogic

Plat Map



The materials available at this web site are for informational purposes only and do not constitute a legal document.

Tax Data

Delta Computer Systems

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Link FORREST COUNTY, MS

Current Date 9/ 1/2015

Tax Year 2014
Records Last Updated 9/ 1/2015

PROPERTY DETAIL	
OWNER RUSSELL & ASSOCIATES LEASING L	ACRES : **NA**
P O BOX 350	LAND VALUE : 23590
HATTIESBURG MS 39401	IMPROVEMENTS : 262820
	TOTAL VALUE: 286410
	ASSESSED : 42962

PARCEL 2-030M-11-047.00

ADDRESS KLONDYKE STREET

TAX INFORMATION			
YEAR 2014	TAX DUE	PAID	BALANCE
COUNTY	2628.42	2628.42	0.00
CITY	2037.26	2037.26	0.00
SCHOOL	2787.80	2787.80	0.00
TOTAL	7453.48	7453.48	0.00

A Print Fee May Apply, Contact County For Total.

LAST PAYMENT DATE 1 / 30 / 2015

MISCELLANEOUS INFORMATION	
EXEMPT CODE	LEGAL ALL LT 1-9 LYING W MCRR/W IN
HOMESTEAD CODE	None BLK 6 ALL LT 1-10 LYING W
TAX DISTRICT	1110 MCRR/W IN BLK 7 OF THE D D
PPIN	021234 MCINNIS 2ND SUR B540 P568 6/84
SECTION	11 PREV #H0624-06-001
TOWNSHIP	04N MCINNIS D D 2ND ADD
RANGE	13W

Book 1081

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TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

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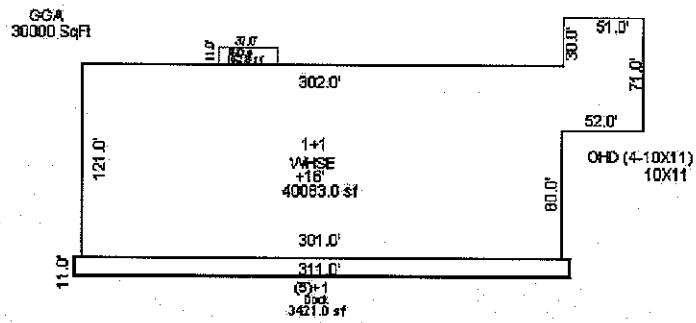
[http://www.deltacomputersystems.com/cgi-lrm5/LRMCIGI02?HTMCNTY=MS18&HTMBASE=C&HTMPPIN=021234&\[9/1/2015 11:26:34 AM\]](http://www.deltacomputersystems.com/cgi-lrm5/LRMCIGI02?HTMCNTY=MS18&HTMBASE=C&HTMPPIN=021234&[9/1/2015 11:26:34 AM])

Building Sketch

(3)+1
Conc Pav
8990 SqFt

(4)+1
FENCE
1440 LF

NOTE:
CK (1)+1
&
(2)+1



62.0'
(2)+1
+15'
OFFICE
4960.0 sf
62.0'

Sketch by Apex IV™

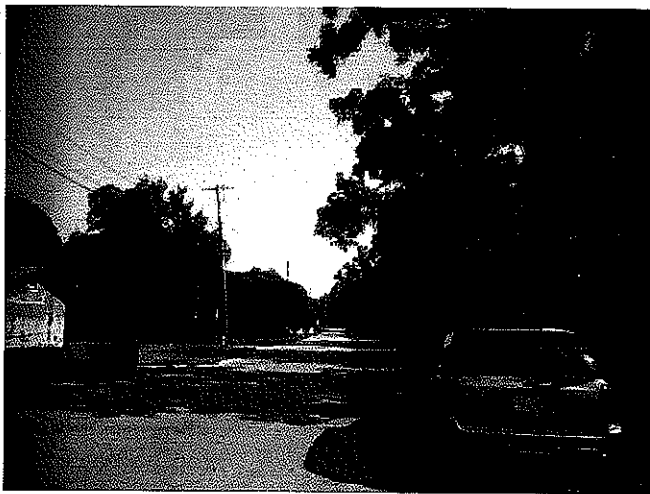
<http://www.deltacomputersystems.com/SKETCHES/MS18/021/021234/02123401.JPG>[9/1/2015 11:25:02 AM]



View of westerly side of building



View of southerly side of building



View of Klondyke Street



View of easterly side of building



View of loading dock area



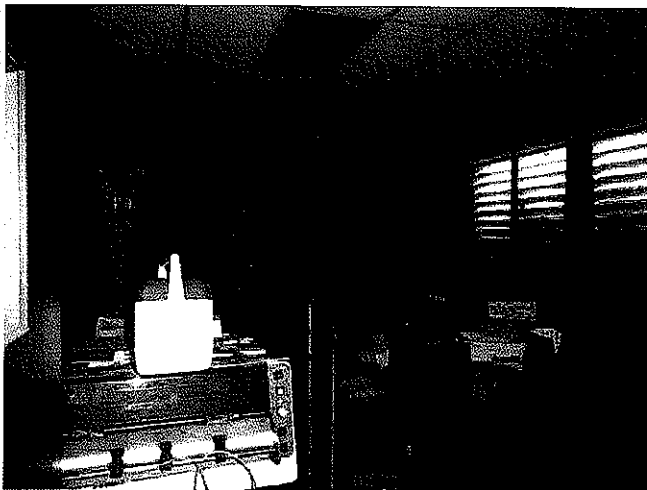
View of northerly side of building



View of northerly side of building



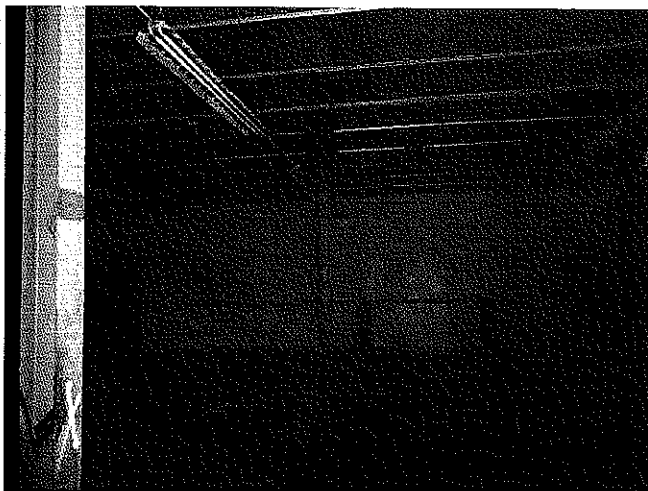
View of loading dock area



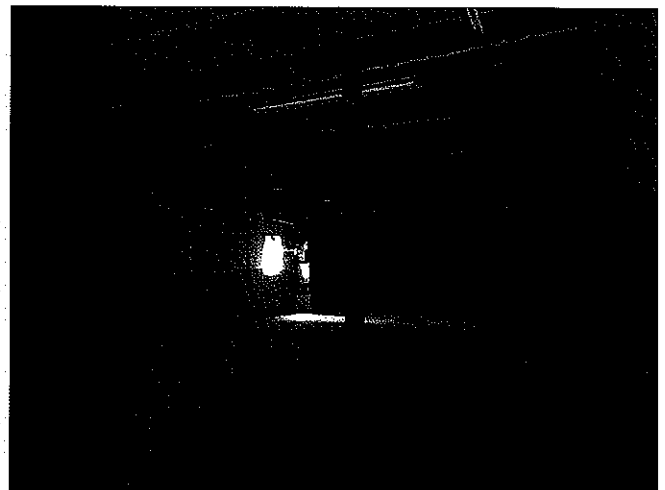
View of office area



View of office area



Warehouse area



Warehouse area

QUALIFICATIONS OF STAN LIGHTSEY, SRA

EDUCATION COMPLETED:

University of Southern Mississippi, B.S. Degree, 1974

Appraisal Institute:

Understanding Limited Appraisal, 1994

The Appraiser as Expert Witness, 1995

Persuasive Styles in Narrative Reporting, 1995

EDI and the Appraisal Process, 1995

Course 410, 1995

Course 420, 1995

The Future of Appraising, 1996

Highest and Best Use Applications, 1996

Environmental Issues, 1996

Appraising & the Internet, 1996

Litigation Skills, 1997

Attacking & Defending an Appraisal in Litigation, 1999

Appraising Partial Interests, 2000

Appraisal of Nonconforming Properties, 2000

Subdivision Analysis, 2001

Course 430, 2001

Special Purpose Properties, 2002

The Technology Assisted Appraiser, 2003

Course 400, 2003

Complex Residential Properties, 2004

Mathematically Modeling Real Estate Data, 2004

Professional's Guide to the URAR, 2005

Residential Sales Comparison Approach, 2005

USPAP Update, 2005

Appraising Environmentally Contaminated Properties, 2006

Appraising Manufactured Housing, 2007

Convenience Stores and Retail Fuel Concessions, 2008

Declining Markets and Sales Concessions, 2008

New Residential Market Conditions Form, 2009

Business Practices and Ethics, 2009

Appraising Distressed Commercial Real Estate, 2009

Market Conditions, 2009

Analyzing the Effects of Environmental Contamination on Real Property, 2010

USPAP Update, 2011

Quality Assurance in Residential Appraisals, 2011

The Lending World in Crisis, 2012

Curriculum Overview, 2013

Business Practice and Ethics, 2014

Supervising Appraisal Trainees, 2014

New Technology for Real Estate Appraisers, 2014

USPAP Update, 2014

Data Verification-2015

MEMBERSHIPS AND APPOINTMENTS:

SRA, The Appraisal Institute

SRA Admissions Committee, The Appraisal Institute

Assistant Regional Member, Review & Counseling Division, the Appraisal Institute

Offices held in Mississippi Chapter of Appraisal Institute:

President-1994

Vice President-1993

Secretary-1992

Director-Two separate terms, last ending in 2009

EMPLOYMENT HISTORY:

Spencer Murphree 1977-1979

Jack Gieger & Associates 1979-1984

Lightsey & Associates 1984-Present

PARTIAL CLIENT LIST:

BancorpSouth Bank

Regions Bank

Hancock Bank

Priority One Bank

Citizens' Bank

FNMA

City of Hattiesburg

City of Columbia

FDIC

Navy Federal Credit Union

Bankplus

University of Southern Mississippi

Forrest General Hospital

Prudential

Forrest County, MS

Jeff Davis County, MS

U. S. Dept. of Justice

Ashland

The First, ANBA

Great Southern National Bank

Trustmark National Bank

Community Bank

First Southern Bank

FHLMC

City of Petal

City of Lumberton

MDOT

Keesler Federal Credit Union

Georgia Pacific

William Carey University

Hattiesburg Clinic

Cartus Corp.

Lamar County, MS

Pearl River County, MS

FBI

Qualified as expert witness in Special Courts of Eminent Domain, County Courts, Circuit Courts, Chancery Courts, and Federal District Court.

PREPARED BY:

Annie L. Amos
Attorney-at-Law
1331 N. Main Street
Hattiesburg, MS 39401
(601) 336-8833

RETURN TO:

City of Hattiesburg
P O Box 1898
200 Forrest Street
Hattiesburg, MS 39403-1898
(601) 545-4501

INDEXING INSTRUCTIONS: (See Exhibit "A")

**COUNTY OF FORREST
STATE OF MISSISSIPPI**

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, I the undersigned Grantor,

**Russell & Associates Leasing, LLC
A Limited Liability Company
804 South 18th Avenue
Hattiesburg, MS 39401
Phone: (601) 584-95811**

does hereby donate, convey and warrant unto

**City of Hattiesburg, Mississippi
A Mississippi Municipality
P O Box 1898
200 Forrest Street
Hattiesburg, MS 39401-1898
Phone: (601) 545-4501**

the following described real property, lying and being situated in Forrest County, Mississippi, more particularly described as follows, to-wit:

(See Exhibit "A" attached)

The above conveyance is subject to any and valid and existing mineral leases, exceptions, reservations, and conveyances and to any existing easements, grants, or rights-of-way for public roads, streets and alleys and for electric, telephone, gas, water, drainage, sewage, or similar utility purposes which affect or relate to the property and which are on file in the Chancery Clerk's Office of Forrest County, Mississippi.

This Deed is executed subject to an Agreement between the Grantor and Grantee executed simultaneously herewith, and the provisions thereof are incorporated herein by reference.

WITNESS MY SIGNATURE on this the _____ day of _____, A.D., 2015.

Grantor: Russell & Associates Leasing, LLC

By: _____
William T. Russell, Jr., owner

WITNESS MY SIGNATURE on this the _____ day of _____, A.D., 2015.

Grantee: City of Hattiesburg, Mississippi

By: _____
Johnny L. Dupree, Mayor

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY CAME AND APPEARED BEFORE ME the undersigned authority in and for said County and State the within named, William T. Russell, Jr., owner of Russell & Associates Leasing, LLC, personally known to me or proven to me by sufficient identification, who acknowledged that after being duly authorized by the Company, he in his official capacity signed, executed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned for the purpose therein stated.

SWORN TO AND SUBSCRIBED BEFORE ME on this the _____ day of _____, A.D., 2015.

NOTARY PUBLIC

SEAL

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY CAME AND APPEARED BEFORE ME the undersigned authority in and for said County and State the within named, Johnny L. Dupree, Mayor of the City of Hattiesburg, Mississippi, personally known to me or proven to me by sufficient identification, who acknowledged that after being duly authorized by the City Council, he in his official capacity signed, executed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned for the purpose therein stated;

SWORN TO AND SUBSCRIBED BEFORE ME on this the _____ day, _____,
A.D., 2015.

NOTARY PUBLIC

SEAL

EXHIBIT "A"

All of Lots 1, 2, 3, 4 and 5, and that part of Lots 6, 7, 8, and 9 lying West of the Mississippi Central Railroad right-of-way, all in Block 6, and all of Lots 1, 2, 3, 4 and 5 and that part of Lots, 6, 7, 8, 9, and 10 lying West of the Mississippi Central Railroad right-of-way, all in Block 7 of the D.D. McInnis Second Survey of the City of Hattiesburg, Forrest County, Mississippi, together with the closed and vacated portion of Laurel Avenue lying between that portion of the land above described in said Block 6 of the D.D. McInnis Second Survey and that portion of the land above described lying in said Block 7 of the D.D. McInnis Second Survey, and together with the closed and vacated alley intersecting said Block 6 of the D.D. McInnis Second Survey, and together with the closed and vacated alley intersecting said Block 7 of the D.D. McInnis Second Survey, all as shown by and according to the map or plat of the said D.D. McInnis Second Survey now on file and of record in the office of the Clerk of Chancery Court of Forrest County, Mississippi, together with all buildings and improvements thereon and all appurtenances thereunto belonging, but subject to all previously recorded and otherwise valid and outstanding exceptions, reservations, conveyances, leases and other dispositions of interests to any oil, gas or other minerals therein, thereon or thereunder.

PREPARED BY:

Annie L. Amos
Attorney-at-Law
1331 N. Main Street
Hattiesburg, MS 39401
(601) 336-8833

RETURN TO:

City of Hattiesburg
P O Box 1898
200 Forrest Street
Hattiesburg, MS 39403-1898
(601) 545-4501

INDEXING INSTRUCTIONS: (See Exhibit "A")

**COUNTY OF FORREST
STATE OF MISSISSIPPI**

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, I the undersigned Grantor,

**Russell & Associates Leasing, LLC
A Limited Liability Company
804 South 18th Avenue
Hattiesburg, MS 39401
Phone: (601) 584-9581**

does hereby donate, convey and warrant unto

**City of Hattiesburg, Mississippi
A Mississippi Municipality
P O Box 1898
200 Forrest Street
Hattiesburg, MS 39401-1898
Phone: (601) 545-4501**

the following described real property, lying and being situated in Forrest County, Mississippi, more particularly described as follows, to-wit:

(See Exhibit "A" attached)

The above conveyance is subject to any and all easements, assessments of right of ways on file in the Chancery Clerk's Office of Forrest County, Mississippi.

WITNESS MY SIGNATURE on this the _____ day of _____, A.D., 2015.

Grantor: Russell & Associates Leasing, LLC

By: _____
William T. Russell, Jr., owner

WITNESS MY SIGNATURE on this the _____ day of _____, A.D., 2015.

Grantee: City of Hattiesburg, Mississippi

By: _____
Johnny L. Dupree, Mayor

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY CAME AND APPEARED BEFORE ME the undersigned authority in and for said County and State the within named, William T. Russell, Jr., owner of Russell & Associates Leasing, LLC, personally known to me or proven to me by sufficient identification, who acknowledged that after being duly authorized by the Company, he in his official capacity signed, executed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned for the purpose therein stated.

SWORN TO AND SUBSCRIBED BEFORE ME on this the _____ day of _____, A.D., 2015.

NOTARY PUBLIC

SEAL

STATE OF MISSISSIPPI
COUNTY OF _____

PERSONALLY CAME AND APPEARED BEFORE ME the undersigned authority in and for said County and State the within named, Johnny L. Dupree, Mayor of the City of Hattiesburg, Mississippi, personally known to me or proven to me by sufficient identification, who acknowledged that after being duly authorized by the City Council, he in his official capacity signed, executed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned for the purpose therein stated;

SWORN TO AND SUBSCRIBED BEFORE ME on this the _____ day of _____, A.D., 2015.

NOTARY PUBLIC

EXHIBIT "A"

All of Lots 1, 2, 3, 4 and 5, and that part of Lots 6, 7, 8, and 9 lying West of the Mississippi Central Railroad right-of-way, all in Block 6, and all of Lots 1, 2, 3, 4 and 5 and that part of Lots, 6, 7, 8, 9, and 10 lying West of the Mississippi Central Railroad right-of-way, all in Block 7 of the D.D. McInnis Second Survey of the City of Hattiesburg, Forrest County, Mississippi, together with the closed and vacated portion of Laurel Avenue lying between that portion of the land above described in said Block 6 of the D.D. McInnis Second Survey and that portion of the land above described lying in said Block 7 of the D.D. McInnis Second Survey, and together with the closed and vacated alley intersecting said Block 6 of the D.D. McInnis Second Survey, and together with the closed and vacated alley intersecting said Block 7 of the D.D. McInnis Second Survey, all as shown by and according to the map or plat of the said D.D. McInnis Second Survey now on file and of record in the office of the Clerk of Chancery Court of Forrest County, Mississippi, together with all buildings and improvements thereon and all appurtenances thereunto belonging, but subject to all previously recorded and otherwise valid and outstanding exceptions, reservations, conveyances, leases and other dispositions of interests to any oil, gas or other minerals therein, thereon or thereunder.

AGREEMENT

This Agreement hereinafter the "Agreement" is entered into this the _____ day of _____, 2015, for the transfer of certain real property is made and entered into between the City of Hattiesburg, Mississippi, acting by and through its Mayor and City Council, hereinafter "Donee" and Russell & Associates Leasing, LLC, a Mississippi Limited Liability Company, hereinafter "Donor", to evidence their agreement, understandings, and obligations as to the transfer of real property located at 300 Klondyke Street, Hattiesburg, Mississippi, as follows:

RECITALS

This Agreement is made and entered into on the basis of the following facts and understandings of the parties hereto:

- A. That the Donor herein is the fee simple owner of the proper to be transferred.
- B. That the Donor grants to Donee the Property on an "as is" "where is" and "with all faults" basis.
- C. That the Donee is given full and complete opportunity to conduct its own investigation as to any matter, fact or issue that might influence Donee's decision to accept the Property from Donor. Accordingly, Donee is willing to accept the Property from Donor without any representations or warranties regarding the Property and on an "as is" "where is" and "with all faults" basis other than a warranty as to ownership.

AGREEMENT

1. DONATION

1.1 That the appraised value of the property to be donated is Three Hundred Thousand and No/100 (\$300,000.00) Dollars per the appraisal of Stan Lightsey.

1.2 That the Donor has agreed to Donate the property to the Donee in consideration of the Donee paying the 2015 property taxes on said property in the amount of Seven Thousand Four Hundred Fifty-three and 48/100 (\$7,453.48) Dollars or the actual amount thereof and to pay Five Thousand and No/100 (\$5,000.00) Dollars to assist the donor in cost of vacating the premises.

1.3 **Costs.** Donee shall pay all costs associated with the transfer of the Property, including, but not limited to attorney's fees, agents fees and recording costs ("Costs).

1.4 **Transfer.** Donor agrees to donate the Property to Donee and Donee agrees to accept the Property from Donor on the terms and conditions set forth herein. In consideration of Donor's transfer of the Property to Donee, Donee shall perform all of Donee's obligations hereunder including but not limited to the release set forth in Section 2.2 of this Agreement.

- 1.5 That the Donor has sixty (60) days from the date of the signing of this Agreement to remove

all personal property and belonging the Donor may have in the buildings and on the property and to have any and all tenants and their personal property and belonging removed within sixty (60) days of the signing of this Agreement. That the Donee shall render reasonable assistance to the Donor as to the removal of Donor's personal property and belongings. That all tenants will be responsible for removing their personal property, belongings, vehicles, etc., from the property within sixty (60) days of the date of the signing of this Agreement. That any personal property, belongings, vehicles, etc., remaining on the property at the end of sixty (60) days shall become the property of the Donee and Donee may dispose of said property as Donee sees fit.

- 1.6 **Title**. Title shall be transferred on the Closing Date via a warranty deed.

- 1.7 **Further Assurances**. Donee and Donor agree to execute all instruments and documents and

to take all actions reasonably necessary and appropriate to consummate the transfer and donation of the Property and shall use their best efforts to close in a timely manner.

2. **ACKNOWLEDGEMENTS AND RELEASE**

2.1 **DONEE'S ACKNOWLEDGEMENTS**: Donee acknowledges that Donee is accepting the Property solely in reliance on Donee's own investigation, and the property is in "as is" "where is" condition with all faults and defects, latent or otherwise. Donee expressly acknowledges that, in consideration of the agreement of Donor herein, and except as otherwise specified herein, Donor makes and has made no representations or warranties, express or implied, or arising by operation of law, including, but not limited to, any warranty as to condition, merchantability or fitness for a particular use or purpose, with respect to the property or any matter related thereto, or (without limitation) to any of the following matters:

a. **Soils, Etc.** Soils, seismic, hydrological, geological and topographical conditions and configurations.

b. **Artifacts**. Archaeological, prehistoric and historic artifacts, remains and relics.

c. **Endangered Species**. Endangered plant, animal and insect species.

d. **Hazardous Materials**. Hazardous materials and other environmental conditions, including without limitation, lead-based paint, asbestos and mold.

e. **Physical Defects**. Physical and mechanical defects in or on any Property, including without limitation, the plumbing, heating, air conditioning and electrical systems and the roof, floor, ceilings, walls and other internal structural components of any buildings or improvements.

f. **Land and Floor Area**. The area of the land and the square footage contained in any buildings or improvements.

g. Utilities, Schools, Etc. Availability of adequate utilities, water, schools, public access, and fire and police protection

h. Assessment Districts. The status and nature of any assessment districts and the amount of any assessment liability.

i. Planning and Zoning. Present, past or future conformity of any Property with planning, building, zoning, subdivision and development statutes, ordinances, regulations and permits, the general plan and the specific plan.

j. Development Fees. The character and amount of any fee, charge or other consideration which must be paid by Donee to develop any Property.

k. Title. The condition of title to any Property, including but not limited to the existence of any easement, license or encroachment whether or not a matter of public record, and whether or not visible upon inspection of such Property.

l. Taxes. The status of any general or special real property taxes or assessments or personal property taxes or any other taxes and assessments applicable to the Property.

m. Owner's Association. The financial condition of any owner's association, including, without limitation, the adequacy of any reserves held by any owner's association.

n. Other Matters. Any other matter relating to any Property or to the development or operation of any Property, including, but not limited to, value, feasibility, cost, governmental permissions or entitlements, marketability and investment return.

2.2 RELEASE

- a. RELEASE. Donee fully releases and discharges Donor and William T. Russell, Jr., from and relinquishes all rights, claims and actions that Donee may have or acquire against Donor and William T. Russell, Jr., which arise out of or in any way connected with the condition or the property, including without limitation (a) any matter set forth in 2.1 above, (b) the presence of hazardous materials on, under or about any property, (including, but not limited to any undiscovered hazardous materials located beneath the surface of the property) and (c) violations of any hazardous materials laws pertaining to the property or the activities thereon. This applies to all described rights, claims and actions, whether known or unknown, for seen or unforeseen, present or future.

b. **MEANING.** For purposes of this section 2.2, all references to “Donor” shall include (a) Donor’s parent, subsidiary and affiliate corporations, (b) Donor’s directors, officers, shareholders, employees and agents and (c) the heirs, successors, personal representatives and assigns of Donor’s directors, officers, shareholders, employees and agents.

c. **EFFECTIVENESS.** The provisions of this section 2 shall be effective as of the date of signing of this document and shall survive the termination date of this Agreement.

3. **CLOSING DATE.** If the closing date does not timely occur due to the default of the Donee, (a) Donee shall have no further right to receive the Property and (b) Donor shall be free to dispose of the Property in any way it sees fit.

3.1 **GENERAL PROVISIONS.**

3.2 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

3.3 **Entire Agreement.** This Agreement contains the entire agreement between the parties concerning the Donation and sale of the Property, and supersedes all prior written or oral agreements between the parties to this Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both Donor and Donee.

3.4 **Time of Essence.** Donor and Donee hereby acknowledge and agree that time is strictly of the essence with respect to each term and condition of this Agreement and shall the failure to timely perform any of the terms and condition by either party shall constitute a breach and default under this Agreement by the party failing to so perform.

3.5 **Partial Invalidity.** If any portion of the Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal or unenforceable portion had never been part of this Agreement.

3.6 **Governing Law.** The parties intend and agree that this Donation shall be governed by and construed in accordance with the laws of the state in which the Property is located.

3.7 **No Third Parties Benefits.** No person other than Donor and Donee, shall have any rights of action under the Agreement.

3.8 **Waivers.** No waiver by either party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either party of the same or any other provision.

3.9 **Captions.** The captions and Section numbers of this Agreement are for convenience and in

no way define or limit the scope or intent of the Sections of this Agreement.

3.10 **Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

3.11 **No Presumption.** All the parties hereto and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement and all documents attached as exhibits. Accordingly, such documents shall be construed without regard to any presumption or other rule of construction whereby any ambiguities within this Agreement would be construed or interpreted against the party causing the document to be drafted.

3.12 **Notices.** Any notices or other communication required or permitted under this Agreement shall be in writing, and shall be (a) personally delivered, or (b) sent by certified or registered United States mail, postage prepaid, return receipt requested, or (c) by overnight delivery by a reputable courier to the address of the party set forth in this Section or (d) telecopied to the Fax number of the party set forth in this Section. Such notice or communication shall be deemed given (i) if sent by personal deliver or by overnight courier, when delivered in person, (ii) if sent by Telecopier, when evidence of successful transmission by Telecopier has been received by sender, or, (iii) in the case of mailed notice, forty-eight (48) hours following deposit in the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

If to the Donor: William T. Russell, Jr.
Russell & Associates Leasing, LLC
804 South 18th Avenue
Hattiesburg, MS 39401

If to the Donee: City of Hattiesburg
Attention: Johnny L. Dupree, Mayor
P O Box 1898
Hattiesburg, MS 39403-1898

With a Copy to: City of Hattiesburg
Attention: City Attorney
P O Box 1898
Hattiesburg, MS 39403-1898

4.12 **Joint and Several.** If more than one person or entity has executed this Agreement as Donee, the obligations of all such persons or entities hereunder shall be joint and several

Donor: Russell & Associates Leasing, LLC

By: _____
William T. Russell, Jr., Owner

Donee: City of Hattiesburg, Mississippi

By: _____
Johnny L. Dupree, Mayor

Exhibit "A"

All of Lots 1, 2, 3, 4 and 5, and that part of Lots 6, 7, 8, and 9 lying West of the Mississippi Central Railroad right-of-way, all in Block 6, and all of Lots 1, 2, 3, 4 and 5 and that part of Lots, 6, 7, 8, 9, and 10 lying West of the Mississippi Central Railroad right-of-way, all in Block 7 of the D.D. McInnis Second Survey of the City of Hattiesburg, Forrest County, Mississippi, together with the closed and vacated portion of Laurel Avenue lying between that portion of the land above described in said Block 6 of the D.D. McInnis Second Survey and that portion of the land above described lying in said Block 7 of the D.D. McInnis Second Survey, and together with the closed and vacated alley intersecting said Block 6 of the D.D. McInnis Second Survey, and together with the closed and vacated alley intersecting said Block 7 of the D.D. McInnis Second Survey, all as shown by and according to the map or plat of the said D.D. McInnis Second Survey now on file and of record in the office of the Clerk of Chancery Court of Forrest County, Mississippi, together with all buildings and improvements thereon and all appurtenances thereunto belonging, but subject to all previously recorded and otherwise valid and outstanding exceptions, reservations, conveyances, leases and other dispositions of interests to any oil, gas or other minerals therein, thereon or thereunder.



City of Hattiesburg, MS

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

Master

File Number: 2015-0111

File ID: 2015-0111

Type: Ordinance

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/03/2015

Brief Title: Adopt an Ordinance amending the Code of Ordinances to allow Council members to discuss and vote on agenda items by telephone or video.

Final Action: 11/03/2015

Minute Book Number: MB2015-330

Title:

Approve or Deny to Adopt an Ordinance amending Section 2-19 (A) of the Code of Ordinances to add a provision for Council members to participate in discussions and vote on agenda items via teleconference and/or videoconference.

Notes:

Sponsors:

Enactment Date:

Attachments: ORD-Teleconference Participation in Council meetings-DRAFT, ORD-Teleconference Participation in Council meetings, executed ORD-Teleconference Participation in Council meetings ORD#3172

Enactment Number:

Contact:

Meeting Date: 11/03/2015

Drafter: Debbie Bernardo

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	11/03/2015					
1	City Council	11/03/2015	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Approve to Adopt an Ordinance (#3172) amending Section 2-19 (A) of the Code of Ordinances to add a provision for Council members to participate in discussions and vote on agenda items via teleconference and/or videoconference.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor							
Nays: 0							

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

TEL-No Vote: 0

Text of Legislative File 2015-0111

Title

Approve or Deny to Adopt an Ordinance amending Section 2-19 (A) of the Code of Ordinances to add a provision for Council members to participate in dicussions and vote on agenda items via teleconference and/or videoconference.

Summary

Adopt an Ordinance amending the Code of Ordinances to allow Council members to discuss and vote on agenda items by telephone or video.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

ORDINANCE NUMBER _____

ORDINANCE AMENDING SECTION 2-19(A) OF THE CODE OF ORDINANCES, LAST AMENDED BY ORDINANCE NO. 3117, ADOPTED 10-23-13, TO ADD A PROVISION FOR COUNCIL MEMBERS TO PARTICIPATE IN DISCUSSIONS AND VOTE ON AGENDA ITEMS VIA TELECONFERENCE AND/OR VIDEOCONFERENCE

BE IT ORDAINED by the Mayor and Council of the City of Hattiesburg, Mississippi:

SECTION 1. That Section 2-19(A) of the Code of Ordinances, last amended by Ordinance No. 3117, adopted 10-22-13, is hereby amended to read as follows:

Sec. 2-19. Meetings of Council.

- A.** All meetings of the Council shall be open to the public, except those occasions when the Council may vote to go into executive session for the reasons established by the Mississippi Code of 1972, as amended, and in the manner prescribed thereby. All meetings of the Council shall be held in the Council Chambers of City Hall, provided that the Council may adjourn any meeting to such other place as it may deem necessary, desirable or convenient for the meeting, and upon such change notice of the place the meeting is being held shall be affixed to the door of the Council Chambers. All actions of the City Council requiring a vote shall be recorded in the minutes as to the Council Members introducing and seconding the motion and as to the vote of each individual Council Member. Unless otherwise specified, the City Council shall be governed in all matters of procedure by that compilation of rules of procedure known as Robert's Rules of Order. The presiding officer may move, second, debate and vote from the chair, subject only to such limitations as are imposed on all members, and shall not be deprived of any of the rights and privileges of a councilman by reason of his acting as the presiding officer. **If necessary, Council members may participate in discussion and vote on agenda items via teleconference or videoconference; when this occurs, a roll-call vote is required.** Regular meetings of the Council shall be held at **5:00 P.M.** on the first Tuesday after the first Monday of each month. The Council may, by resolution adopted not less than one week prior thereto, change its regular time of meeting. **If the day fixed for any regular meeting of the Council falls on a day that has been designated by law as legal holiday, such meeting shall be held at the same hour on the next succeeding day not a holiday. If the day fixed for any regular meeting of the Council falls on a day following a Monday holiday, such meeting shall begin at 4:00 p.m. If the day fixed for any regular meeting of the Council falls on a day that has been designated by law as municipal election day, such meeting shall be held at 10:00 A.M.** The regular meeting will be adjourned following the conclusion of the final recessed meeting of the month.

SECTION 2. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

SECTION 3. That except as hereby expressly changed and amended Section 2-19(A) of the Code of Ordinances as amended by Ordinance 3117, adopted 10-23-13; Ordinance 3044, adopted 11-3-09; Ordinance 3039, adopted 8-18-09; Ordinance No. 3038, adopted 7-21-09; Ordinance No. 2819, adopted 6-03-03; Ordinance No. 2804, adopted 12-03-02; Ordinance No. 2467, adopted 11-16-93; and Ordinance No. 2621, adopted 1-6-98, shall be and does remain in full force and effect as adopted.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Ordinance adopted, this the 3rd day of November, A.D., 2015.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this the 3rd day of November , A.D., 2015.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

ORDINANCE NUMBER _____

ORDINANCE AMENDING SECTION 2-19(A) OF THE CODE OF ORDINANCES, LAST AMENDED BY ORDINANCE NO. 3117, ADOPTED 10-23-13, TO ADD A PROVISION FOR COUNCIL MEMBERS TO PARTICIPATE IN DISCUSSIONS AND VOTE ON AGENDA ITEMS VIA TELECONFERENCE AND/OR VIDEOCONFERENCE

BE IT ORDAINED by the Mayor and Council of the City of Hattiesburg, Mississippi:

SECTION 1. That Section 2-19(A) of the Code of Ordinances, last amended by Ordinance No. 3117, adopted 10-22-13, is hereby amended to read as follows:

Sec. 2-19. Meetings of Council.

- A.** All meetings of the Council shall be open to the public, except those occasions when the Council may vote to go into executive session for the reasons established by the Mississippi Code of 1972, as amended, and in the manner prescribed thereby. All meetings of the Council shall be held in the Council Chambers of City Hall, provided that the Council may adjourn any meeting to such other place as it may deem necessary, desirable or convenient for the meeting, and upon such change notice of the place the meeting is being held shall be affixed to the door of the Council Chambers. All actions of the City Council requiring a vote shall be recorded in the minutes as to the Council Members introducing and seconding the motion and as to the vote of each individual Council Member. Unless otherwise specified, the City Council shall be governed in all matters of procedure by that compilation of rules of procedure known as Robert's Rules of Order. The presiding officer may move, second, debate and vote from the chair, subject only to such limitations as are imposed on all members, and shall not be deprived of any of the rights and privileges of a councilman by reason of his acting as the presiding officer. If necessary, Council members may participate in discussion and vote on agenda items via teleconference or videoconference; when this occurs, a roll-call vote is required. Regular meetings of the Council shall be held at **5:00 P.M.** on the first Tuesday after the first Monday of each month. The Council may, by resolution adopted not less than one week prior thereto, change its regular time of meeting. **If the day fixed for any regular meeting of the Council falls on a day that has been designated by law as legal holiday, such meeting shall be held at the same hour on the next succeeding day not a holiday. If the day fixed for any regular meeting of the Council falls on a day following a Monday holiday, such meeting shall begin at 4:00 p.m. If the day fixed for any regular meeting of the Council falls on a day that has been designated by law as municipal election day, such meeting shall be held at 10:00 A.M.** The regular meeting will be adjourned following the conclusion of the final recessed meeting of the month.

SECTION 2. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Ordinance adopted, this the 3rd day of November, A.D., 2015.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this the 3rd day of November, A.D., 2015.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

ORDINANCE NUMBER 3172

ORDINANCE AMENDING SECTION 2-19(A) OF THE CODE OF ORDINANCES, LAST AMENDED BY ORDINANCE NO. 3117, ADOPTED 10-23-13, TO ADD A PROVISION FOR COUNCIL MEMBERS TO PARTICIPATE IN DISCUSSIONS AND VOTE ON AGENDA ITEMS VIA TELECONFERENCE AND/OR VIDEOCONFERENCE

BE IT ORDAINED by the Mayor and Council of the City of Hattiesburg, Mississippi:

SECTION 1. That Section 2-19(A) of the Code of Ordinances, last amended by Ordinance No. 3117, adopted 10-22-13, is hereby amended to read as follows:

Sec. 2-19. Meetings of Council.

- A. All meetings of the Council shall be open to the public, except those occasions when the Council may vote to go into executive session for the reasons established by the Mississippi Code of 1972, as amended, and in the manner prescribed thereby. All meetings of the Council shall be held in the Council Chambers of City Hall, provided that the Council may adjourn any meeting to such other place as it may deem necessary, desirable or convenient for the meeting, and upon such change notice of the place the meeting is being held shall be affixed to the door of the Council Chambers. All actions of the City Council requiring a vote shall be recorded in the minutes as to the Council Members introducing and seconding the motion and as to the vote of each individual Council Member. Unless otherwise specified, the City Council shall be governed in all matters of procedure by that compilation of rules of procedure known as Robert's Rules of Order. The presiding officer may move, second, debate and vote from the chair, subject only to such limitations as are imposed on all members, and shall not be deprived of any of the rights and privileges of a councilman by reason of his acting as the presiding officer. If necessary, Council members may participate in discussion and vote on agenda items via teleconference or videoconference; when this occurs, a roll-call vote is required. Regular meetings of the Council shall be held at **5:00 P.M.** on the first Tuesday after the first Monday of each month. The Council may, by resolution adopted not less than one week prior thereto, change its regular time of meeting. **If the day fixed for any regular meeting of the Council falls on a day that has been designated by law as legal holiday, such meeting shall be held at the same hour on the next succeeding day not a holiday. If the day fixed for any regular meeting of the Council falls on a day following a Monday holiday, such meeting shall begin at 4:00 p.m. If the day fixed for any regular meeting of the Council falls on a day that has been designated by law as municipal election day, such meeting shall be held at 10:00 A.M.** The regular meeting will be adjourned following the conclusion of the final recessed meeting of the month.

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

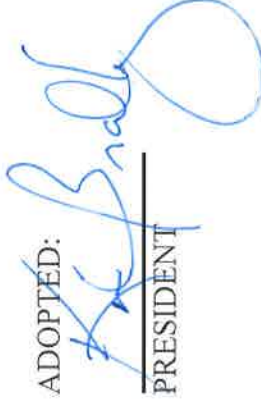
The President thereby declared the motion carried and the Ordinance adopted, this the 3rd day of November, A.D., 2015.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:

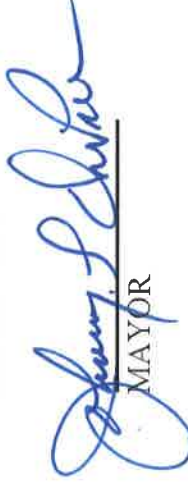

PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this the 3rd day of November, A.D., 2015.

ATTEST:


CITY CLERK

APPROVED:


MAYOR