# City of Hattiesburg, MS

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

## Meeting Agenda - Final

**Tuesday, October 22, 2013**

**4:30 PM**

**Council Chambers**

## City Council

**I. Call to Order**

**II. Call to Prayer and Pledge of Allegiance**

**III. Agenda Order**

**V. PRESENTATION AGENDA**

**VI. POLICY AGENDA**

**VI.-1** 2013-0695 APPROVE or DENY to Adopt an Ordinance amending Section 2-19 (A) and Section 2-19 (B) of the Code of Ordinances, last amended by Ordinance Number 3044 (adopted 11-3-09) to change the time of regular and recessed Council meetings.

***Attachments:*** ORD-Change Council Meeting Time 2013

executed ORD-Change Council Meeting Time 2013 #317

**VI.-2** 2013-0691 Adopt or Deny an Ordinance, as petitioned by Kenny Sumrall, Petitioner, on behalf of D.M. Smith, Owner, to change the zoning classification of certain property located at 14 Old Highway 98 (Parcels # 2-049E-02-009.00, PPIN # 39643, Ward 5) from B-5 (Regional Business) District to I-1 (Light Industrial). The Planning Commission vote 5-0 to approve this petition.

***Attachments:*** Staff Summary 14 Old Hwy 98

14 Old Hwy 98 Image Pgs (Kenny Sumrall)

October 2013 PC Minutes

Ordinance Rezone 14 Old Highway 98

**VI.-3** 2013-0692 Approve or Deny a petition filed by Kenny Sumrall, Petitioner, on behalf of D.M. Smith, Owner, to request a “Use Permit on Review” for a Junk Yard (specifically for towing and storing vehicles) for certain property located at 14 Old Highway 98 (Parcels # 2-049E-02-009.00, PPIN # 39643, Ward 5) from B-5 (Regional Business) District to I-1 (Light Industrial). The Planning Commission voted 5-0 to approve this petition.

***Attachments:*** Staff Summary 14 Old Hwy 98

14 Old Hwy 98 Image Pgs (Kenny Sumrall)

October 2013 PC Minutes

**VI.-4** 2013-0688 Adopt or Deny an Ordinance, as petitioned by Chip Hill, Petitioner, on behalf of Kensington Woods Church of Christ, Owner, to change the zoning classification of certain property located at 415 South 40th Avenue (Parcel 051R-12-045.000, PPIN 007522, Ward 3), from R-1A (Single Family Residential) District to B-3 (Community Business) District. The Planning Commission vote 4-1 to approve this request.

***Attachments:***
- Staff Summary Kensington Woods Church
- 415 S. 40th Av Image Pgs (Kensington Woods Church)
- Ordinance Rezone Kensington Woods Church
- October 2013 PC Minutes
- executed Ordinance Rezone Kensington Woods Church #3118

**VI.-5** 2013-0690 Adopt or Deny an Ordinance, as petitioned by Matt Largen, Petitioner, on behalf of Presbyterian Christian School, Owner, to change the zoning classification of certain property located at 103 WSF Tatum Road (Ward 5) from R-2 (Two-Family Residential) and R-3 (Multi-Family Residential) District to B-3 (Community Business). The Planning Commission voted to recommend approval to rezone only the northernmost five hundred (500) feet of the property along WSF Tatum Road. The Planning Commission vote 5-0 to approve this petition, as amended.

***Attachments:***
- Staff Summary Presbyterian Christian School (Rezoning)
- 103 WSF Tatum Dr Image Pgs (Presbyterian Christian School)
- October 2013 PC Minutes 2
- Ordinance Rezone Presbyterian Christian School (North Parcel)
- executed Ordinance Rezone Presbyterian Christian School (North Parcel) #311

**VI.-6** 2013-0689 Approve or Deny a petition filed by Robin Roberts, Petitioner, on behalf of Westminster Presbyterian Church of Hattiesburg, MS Inc., Owner, to request a "Use Permit on Review" for a Church for the following parcels: 107 North 25th Avenue (Parcels # 2-028J-08-212.00, PPIN # 16180 and 2-028J-08-211.00, PPIN # 16181), 106 North 24th Avenue (2-028J-08-232.00, PPIN # 16189), 108 North 24th Avenue (2-028J-08-231.00, PPIN # 16190), 110 North 24th Avenue (2-028J-08-230.00, PPIN # 16191), 200 North 24th Avenue (2-028J-08-229.00, PPIN # 16147), and 2304 Pearl Street (2-028J-08-242.00, PPIN # 16192). The Hattiesburg Planning Commission voted 5-0 to approve this request.

***Attachments:***
- Staff Summary Westminster Presbyterian Church of Hattiesburg
- 115 N. 25th Av Image Pgs (Westminster Presbyterian Church)
- October 2013 PC Minutes

**VI.-7** 2013-94 Adopt Resolution determining the neccessity for and invoking the authority granted to municipalities and counties by the Legislature with respect to Tax Increment Financing as set forth in Chapter 45 of Title 21, Mississippi Code of 1972, as amended, determining that the "Hattiesburg Midtown Market Project, Hattiesburg, Mississippi, 2013" is a project eligible for Tax Increment Financing under the laws of the State, that a public hearing be conducted in connection with the Tax Increment Financing Plan for said project, and for related purposes.

***Attachments:***
- Midtown Market Resolution & attachments
- Exhibit A Tax ncrement Financing Plan
- executed Midtown Market Resolution & attachments

**VI.-8** 2013-98 Adopt a Resolution approving the form of and the execution of a bond purchase agreement in connection with the sale by the Mississippi Development Bank of its Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) in the aggregate principal amount of not to exceed twenty-eight million dollars ($28,000,000) to provide funds for a loan between the City and the Bank pursuant to the loan agreement secured by a promissory note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) in the principal amount of not to exceed twenty-eight million dollars ($28,000,000) (The Note); and approving the form of and execution of, as applicable, The Loan Agreement, The Note, The Indenture of Trust, The Preliminary Official Statement and The Bond Purchase Agreement (all as herein defined).

***Attachments:***
- Resolution Bond Purchase Water & Sewer Bonds Series 2013
- Exh A Loan Agreement and Series 2013 Note
- Exh B Indenture of Trust
- Exh D Bond Purchase Agreement
- Exh C Preliminary Official Statement
- executed Resolution Bond Purchase Water & Sewer Bonds Series 2013 RES2(
- executed Exh A Loan Agreement and Series 2013 Note
- executed Exh C Preliminary Official Statement
- executed Exh D Bond Purchase Agreement

**VI.-9** 2013-97 Adopt resolution declaring surplus certain equipment and vehicles (per attached list) and authorize the sale of said items at auction.

***Attachments:***
- Surplus Equipment List
- executed Surplus Equipment List RES2013-125

**VI.-10** 2013-0683 Adopt a Resolution authorizing Requisition No. 29 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

***Attachments:*** Bond Requisition No.29

executed Bond Requisition No.29 RES2013-126

**VI.-11** 2013-0672 Authorize the Mayor and City Clerk to execute Certification to the Municipal Compliance Questionnaire for fiscal year ending September 30, 2013.

***Attachments:*** Municipal Compliance Questionnaire FY 13

executed Municipal Compliance Questionnaire FY 13

**VI.-12** 2013-0658 Approve and authorize the Mayor to execute and submit the City of Hattiesburg's 2014 Action Plan to the U.S. Department of Housing and Urban Development in connection with the implementation of the 2013-2017 CDBG and HOME Entitlement Programs.{Entitlements}

***Attachments:*** 2014 Action Plan Text

Map - LowModIncome_Minority

Public Hearing Minutes and Written Comments

SF-424 - Estimates and Certifications

Executed SF-424 - Estimates and Certifications

**VI.-13** 2013-0667 Approve and Authorize execution of two copies of a Joint-Funding Agreement for the period of October 1, 2013 - September 30, 2014 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 Agreement 2014

executed USGS Agreement 2014

**VI.-14** 2013-0666 Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 34 for the James Street Water Plant Grant No. R-110-205-02-GZ in the amount of $0.00, match only.

***Attachments:*** Request for Cash No 34

executed Request for Cash No 34

**VI.-15** 2013-0645 Authorize Mayor to execute agreement between the Hattiesburg Fire Department and the Louisiana State University Fire & Emergency Training Institute (LSU) to provide the field course curriculum for Fire Inspector I. (Dates: November 4 - 8, 2013.

***Attachments:*** Copy of Hattiesburg quote Nov 2013

executed Copy of Hattiesburg quote Nov 2013

**VI.-16** 2013-0648 Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and Hattiesburg Youth Soccer Association to operate and promote soccer programs for Hattiesburg residents. This program will operate October 1, 2013, through September 30, 2014. (Nunc Pro Tunc)

***Attachments:*** Soccer 2013-2014 contract

executed Soccer 2013-2014 contract

**VI.-17** 2013-0650 Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and South Mississippi Art Association to operate and promote ceramics program for Hattiesburg residents from October 1, 2013, through September 30, 2016.

***Attachments:*** SMAA Ceramics Contract 2013-2016

executed SMAA Ceramics Contract 2013-2016

**VI.-18** 2013-0653 Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and Hattiesburg Arts Council to provide art and cultural programs for children and cultural opportunities for adults, seniors, and persons with disabilities for Hattiesburg residents. This program will operate October 1, 2013 through September 30, 2014. (Nunc Pro Tunc)

***Attachments:*** Hattiesburg Civic Arts Council Contract 2014

Youth Arts Contract 3

executed Hattiesburg Civic Arts Council Contract 2

**VI.-19** 2013-0684 Approve the acceptance of infrastructure including water, sewer, drainage and roadways for maintenance in the Preserve Subdivision within the City of Hattiesburg, Lamar County, Mississippi and filed at the Chancery Clerks office on April 15, 2008 in Plat Book3, Page 365.

***Attachments:*** F0612739_The Preserve_SignedPlat

Inspection Letter

**VI.-20** 2013-0646 Approve the State Holiday Schedule as the City's holidays for the Fiscal Year 2013-2014 in accordance Miss Code Section 3-3-7, per attached list.

***Attachments:*** Holiday Schedule

**VI.-21** 2013-0661 Ratify and confirm the Mayor's re-appointment of Sheri LeFan, W1 for a five year term beginning 10/5/2013 and ending 10/4/2018 to the Housing Authority Board.

***Attachments:*** Sheri LeFan Data Sheet

**VI.-22** 2013-0651 Ratify and confirm the re-appointment of Mayor Johnny L. DuPree, (W2) to the Pine Belt Regional Solid Waste Authority, for a four(4) year term beginning July 1, 2013 and ending June 30, 2017.

***Attachments:*** Data Sheet Mayor DuPree

## VII. ROUTINE AGENDA

**VII.-1** 2013-0675 Acknowledge Solid Waste Revenues and Expenditures for the fiscal year ending September 30, 2013 and authorize publication of same.

***Attachments:*** Solid Waste Revenues & Expenditures FY 13

**VII.-2** 2013-0649 Acknowledge receipt of FY2012-2013 Expenditure Report from South Mississippi Art Association for Ceramics Program.

***Attachments:*** 2013 SMAA Expenditures

**VII.-3** 2013-0647 Acknowledge receipt of FY 2012-2013 Expenditure Report from Hattiesburg Youth Soccer Association for HYSA Soccer Program.

***Attachments:*** 2013 HYSA Expenditures

**VII.-4** 2013-0686 Acknowledge receipt of Final Judgements from the Forrest County Special Court of Eminent Domain for Civil Action Nos. C013-0464, C013-0465, and C013-0466 ordering payment to the defendants named therein for the purchase of permanent right of way required for the maintenance, repair, or replacement of nearby bridge or bridges; Authorize issuance of manual check or checks as required to pay principal and interest due to the court.

***Attachments:*** Magee Church Judgement

Hill Judgement

Chislom Judgement

Interest Calculation - Eminent Domain Judgements

**VII.-5** 2013-0665 Acknowledge receipt of Permanent Utility Easements crossing property described as Forrest County Tax Parcels 2-028J-08-226.00 and 2-028J-08-227.00.

***Attachments:*** 2-028J-08-226-00

2-028J-08-227-00

**VII.-6** 2013-0660 Acknowledge receipt of bids for Demolition services on October 10, 2013 (List #2) and accept the bid of Hensley R. Lee Contracting at a total cost of $13,900.00 as the lowest and best bid received in accordance with the City's advertised specifications. {Entitlement}

***Attachments:*** Bid Tabulation List

executed Bid Tabulation List

**VII.-7** 2013-0659 Acknowledge receipt of bids for Demolition services on October 10, 2013 (List #1) and accept the bid of Hensley R. Lee Contracting at a total cost of $11,600.00 as the lowest and best bid received in accordance with the City's advertised specifications. {Entitlement}

***Attachments:*** Bid for Demolition

executed Bid for Demolition

**VII.-8** 2013-0671 Acknowledge receipt of bids for Term Bid Item #17 - Uniform Items for the Hattiesburg Fire Department and accept the bids as per recommendation in the attached memorandum

***Attachments:*** 10-22-Accept PS 17

**VII.-9** 2013-0673 Approve Specifications and Authorize Publication of Advertisement for One (1) New Truck Mounted Shuttle System Knuckle Boom Loader for Public Works

***Attachments:*** 10-22-Advertise Truck Mounted Knuckle Boom

executed 10-22-Advertise Truck Mounted Knuckle Boom

**VII.-10** 2013-0674 Approve Specifications and Authorize Publication of Advertisement for One (1) New Knuckle Boom Loader and Trash Body with Chassis for Public Works

***Attachments:*** 10-22-Advertise Knuckle Boom and Trash Body

executed 10-22-Advertise Knuckle Boom and Trash Body

**VII.-11** 2013-0670 Approve the sale of grave spaces per attached memo.

***Attachments:*** Cemetery Deeds for 10-22-13

Grave Sales 10-22-13

Cemetery Deeds Receipts for 10-22-13

executed Cemetery Deeds for 10-22-13

**VII.-12** 2013-0664 Acknowledge receipt of Privilege License report for the month of September, 2013 fom the Tax Department, as per recommendation.

***Attachments:*** Priv Lic mem for Sep 2013
New Lic for Sep 2013
Renewed lic for Sep 2013

**VII.-13** 2013-0669 Approve and authorize issuance of manual checks for CDBG Program Claims per attached memorandum. {Entitlement}

***Attachments:*** MEMORANDUM-Manual Checks-CDBG
CDBG Supporting Docs

**VII.-14** 2013-0668 Approve and authorize issuance of manual checks for HOME Program Claims per attached memorandum. {Entitlement}

***Attachments:*** HOME Supporting Docs
MEMORANDUM-Manual Checks-HOME

**VII.-15** 2013-0694 Approve claims docket for the period ending October 18, 2013.

***Attachments:*** 10-22-13 Claims Docket

# City of Hattiesburg, MS

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

## Master

### File Number: 2013-0695

| | | | |
|---|---|---|---|
| **File ID:** | 2013-0695 | **Type:** Ordinance | **Status:** Passed |
| **Version:** | 1 | **Reference:** | **In Control:** City Council |
| | | | **File Created:** 10/17/2013 |
| **Brief Title:** | Ordinance Changing Council meeting times 2013 | | **Final Action:** 10/22/2013 |
| | | | **Minute Book Number:** MB2013-311-312 |

**Title:**

APPROVE or DENY to Adopt an Ordinance amending Section 2-19 (A) and Section 2-19 (B) of the Code of Ordinances, last amended by Ordinance Number 3044 (adopted 11-3-09) to change the time of regular and recessed Council meetings.

**Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | |
| **Attachments:** | ORD-Change Council Meeting Time 2013, executed<br>ORD-Change Council Meeting Time 2013 #317 | **Enactment Number:** | |
| **Contact:** | | **Meeting Date:** | 10/22/2013 |
| **Drafter:** | Debbie Bernardo | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 10/22/2013 | Approve | | | | Pass |

**Action Text:** A MOTION was made by Council Member Naylor and seconded by Council Member Dryden to Adopt an Ordinance (Number 3117) amending Section 2-19 (A) and Section 2-19 (B) of the Code of Ordinances, last amended by Ordinance Number 3044 (adopted 11-3-09) to change the time of regular and recessed Council meetings.

Council President Bradley stated that this ordinance will allow for the Council to change its Tuesday meeting time from 4:30 p.m. to 5 p.m.; he said the time for the Monday Agenda Review meetings will remain at 4 p.m.

Council member Naylor asked that Council President Bradley state when the time change will be in effect. Council President Bradley stated that [5 p.m. Tuesday meetings] will begin in December.

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

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

Nays: 0

| | | |
|---|---|---|
| Yea: | 5 | Council Member Bradley |
| | | Council Member Delgado |
| | | Council Member Carroll |
| | | Council Member Dryden |
| | | Council Member Naylor |
| ΓEL-No Vote: | 0 | |

**Text of Legislative File 2013-0695**

## Title

APPROVE or DENY to Adopt an Ordinance amending Section 2-19 (A) and Section 2-19 (B) of the Code of Ordinances, last amended by Ordinance Number 3044 (adopted 11-3-09) to change the time of regular and recessed Council meetings.

## Summary

Ordinance Changing Council meeting times 2013

## Budget Information

## Expenditure Type

## Purchasing Item

## Publication Information

ORDINANCE NUMBER _____

ORDINANCE AMENDING SECTION 2-19(A) AND SECTION 2-19(B) OF THE CODE OF ORDINANCES, LAST AMENDED BY ORDINANCE NO. 3044, ADOPTED 11-3-09, TO CHANGE THE TIME OF REGULAR AND RECESSED COUNCIL MEETINGS

BE IT ORDAINED by the Mayor and Council of the City of Hattiesburg, Mississippi:

SECTION 1.That Section 2-19(A) and Section 2-19(B) of the Code of Ordinances, last amended by Ordinance No. 3044, adopted 11-3-09, 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. 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.

**B.** The regular meetings of the Council shall be recessed until **5:00 P.M.** on the Tuesday, two weeks hence in the Council Room of City Hall. **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 Council may also recess to such other day or time during the month that the Council may fix by order, duly entered in the minutes of the meeting which is recessed, and the agenda of all meetings shall be properly posted.

**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) and Section 2-19(B) of the Code of Ordinances as amended by 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 22nd day of October, A.D., 2013.

(SEAL)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this the 22nd day of October , A.D., 2013.

ATTEST: APPROVED:

_____ _____
DEPUTY CITY CLERK MAYOR

ORDINANCE NUMBER 3117

ORDINANCE AMENDING SECTION 2-19(A) AND SECTION 2-19(B) OF THE CODE OF ORDINANCES, LAST AMENDED BY ORDINANCE NO. 3044, ADOPTED 11-3-09, TO CHANGE THE TIME OF REGULAR AND RECESSED COUNCIL MEETINGS

BE IT ORDAINED by the Mayor and Council of the City of Hattiesburg, Mississippi:

SECTION 1.That Section 2-19(A) and Section 2-19(B) of the Code of Ordinances, last amended by Ordinance No. 3039, adopted 8-18-13, 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. 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 4:00 p.m. on the next succeeding day not a holiday. 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.

**B.** The regular meetings of the Council shall be recessed until **5:00 P.M.** on the Tuesday, two weeks hence in the Council Room of City Hall. **If the day fixed for any recessed meeting of the Council falls on a day that has been designated by law as legal holiday, such meeting shall be held at 4:00 p.m. on the next succeeding day not a holiday. If the day fixed for any recessed meeting of the Council falls on a day that has been designated by law as municipal election day, the meeting shall be held at 10:00 A.M.** The Council may also recess to such other day or time during the month that the Council may fix by order, duly entered in the minutes of the meeting which is recessed, and the agenda of all meetings shall be properly posted.

**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) and Section 2-19(B) of the Code of Ordinances as amended by 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 Naylor, seconded by Council member Dryden and was adopted by the following vote, to-wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the Ordinance adopted, this the 22nd day of October, A.D., 2013.

(SEAL)

ATTEST:
CLERK OF COUNCIL

ADOPTED:
PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this the 22nd day of October , A.D., 2013.

ATTEST:
DEPUTY CITY CLERK

APPROVED:
MAYOR

# City of Hattiesburg, MS

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

## Master

### File Number: 2013-0691

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 2013-0691 | **Type:** | Regular Agenda Item | **Status:** | Tabled |
| **Version:** | 1 | **Reference:** | | **In Control:** | City Council |
| | | | | **File Created:** | 10/15/2013 |
| **Brief Title:** | Rezoning of 14 Old Highway 98 | | | **Final Action:** | |
| | | | | **Minute Book Number:** | MB2013-312 |

**Title:**

Adopt or Deny an Ordinance, as petitioned by Kenny Sumrall, Petitioner, on behalf of D.M. Smith, Owner, to change the zoning classification of certain property located at 14 Old Highway 98 (Parcels # 2-049E-02-009.00, PPIN # 39643, Ward 5) from B-5 (Regional Business) District to I-1 (Light Industrial). The Planning Commission vote 5-0 to approve this petition.

**Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | |
| **Attachments:** | Staff Summary 14 Old Hwy 98, 14 Old Hwy 98 Image Pgs (Kenny Sumrall), October 2013 PC Minutes, Ordinance Rezone 14 Old Highway 98 | **Enactment Number:** | |
| **Contact:** | | **Meeting Date:** | 10/22/2013 |
| **Drafter:** | | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 10/22/2013 | Table | | | | Pass |

**Action Text:** A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to TABLE to Adopt or Deny an Ordinance, as petitioned by Kenny Sumrall, Petitioner, on behalf of D.M. Smith, Owner, to change the zoning classification of certain property located at 14 Old Highway 98 (Parcels # 2-049E-02-009.00, PPIN # 39643, Ward 5) from B-5 (Regional Business) District to I-1 (Light Industrial). The Planning Commission vote 5-0 to approve this petition.

Council President Bradley asked Mr. Scruggs if current zoning will allow Mr. Smith to build a secure fenced area on his property; Mr. Scruggs replied in the affirmative.

Council member Dryden said she would like the City to consider talking with the County about an agreement that would allow cars to be impounded in the County and the City to receive part of the fees. Council President Bradley said that he has learned that the reason towing companies are located inside the City limits is that out of town haulers would charge citizens whose vehicles are towed for mileage and other extra costs. Council member Dryden suggested that the Council could explore putting some restrictions on the distance [vehicles can be towed].

Council member Naylor said these and other issues are the reason the item needs to be tabled; he stated that the Council did not receive the information it needed [from the planning office] on the front end.

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

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

Nays: 0

| | | |
|---|---|---|
| Yea: | 5 | Council Member Bradley<br>Council Member Delgado<br>Council Member Carroll<br>Council Member Dryden<br>Council Member Naylor |
| ΓEL-No Vote: | 0 | |

**Text of Legislative File 2013-0691**

## Title

Adopt or Deny an Ordinance, as petitioned by Kenny Sumrall, Petitioner, on behalf of D.M. Smith, Owner, to change the zoning classification of certain property located at 14 Old Highway 98 (Parcels # 2-049E-02-009.00, PPIN # 39643, Ward 5) from B-5 (Regional Business) District to I-1 (Light Industrial). The Planning Commission vote 5-0 to approve this petition.

## Summary

Adopt or Deny an Ordinance to change the zoning classification of certain property located at 14 Old Highway 98 (Parcels # 2-049E-02-009.00, PPIN # 39643, Ward 5) from B-5 (Regional Business) District to I-1 (Light Industrial). The Planning Commission voted 5-0 to approve this petition.

## Budget Information

## Expenditure Type..Purchasing Item

## Publication Information

**Planning Commission**
**Case Fact Sheet**

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| | |
|---|---|
| **Names of Applicant:** | Kenny Sumrall, Petitioner; D.M. Smith, Owner |

| **Address of Property:** | **Tax Parcels/Ward:** | **PPIN:** | **Ward:** |
|---|---|---|---|
| 14 Old Highway 98 | 2-049E-02-009.00 | (39643) | 1 |

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**Request:** **Rezoning and "Use Permit on Review"**

**Purpose of Request**: To consider an application for a **(1) Rezoning** from **B-5 Regional Business District** to **I-1 Light Industrial District** and a **(2) "Use Permit on Review"** for a junk yard specifically for towing and storing vehicles.

**Applicant Summary:** Applicant is requesting a rezoning based upon the need for more customer services to their tenant's business. The Highway 49-98 intersection is conveniently located to the Hattiesburg Industrial park, Forrest County Multi-purpose Center, Detention Center, and Interstate 59. The property is in close proximity to I-1 zoning and the area would benefit having a towing/storage facility for highway and interstate travelers.

**Applicable Regulations:** **SECTION 64 I-1 LIGHT INDUSTRIAL DISTRICT**

64.01 General Description: This industrial district is intended primarily for production and assembly plants that are conducted so the noise, odor, dust and glare of each operation is properly controlled. Any use specifically listed in I-2 is prohibited in I-1.

64.02 Uses Permitted: The following uses of property, buildings, or structures provided they meet the requirement of the applicable federal, state and local agencies relative to hazardous waste

material or substances. All uses shall meet the screening and height limitations for open storage and display of merchandise and materials as set forth in Section 87 of this Code.

**Present Zoning:** B-5 Regional Business District

**Present Use:** The property is currently used as a repair shop for trucks and trailers. The business offers tire service, road-side service, and towing, but currently does not store vehicles on site.

**Surrounding Land Use and Zoning:**

**North**: B-5 Regional Business District / Open field
**South**: Old Hwy 98 & US Hwy 98 Public Right-of-Way and A-2 Agricultural-Residential District to the south of US Hwy 98
**East**: B-5 Regional Business District / Undeveloped land
**West**: B-5 Regional Business District / Dandy Dan's convenience store & truck stop

**Future Land Use Plan:** The subject parcels are shown in the 2008 Future Land Use Map as part of a **Regional Business District B** which is described as follows:

District Overview**:** The Regional Business District is primarily a non-residential district located along major arterial streets and highways. Limited types of residential uses—apartment complexes and second-floor housing in strip commercial or lifestyle centers—are allowed and encouraged to locate in this district. The nature and volume of traffic along these corridors are different from the traffic along other commercial corridors, and therefore, the land uses require special consideration. The land uses in this district may generate a higher volume of regional traffic and/or require frequent access by large trucks and commercial vehicles.

District Characteristics: The characteristics of this district include the following: suburban-style commercial centers and big-box buildings; well-positioned and screened outdoor uses; mixed-use buildings and developments; high-density residential developments such as apartment complexes; large, private parking areas; and light industrial campuses and employment centers. Regulations should be established to promote development patterns for these uses that enhance the streetscape, screen outdoor storage and equipment areas from public view, and enable safe circulation among neighboring properties without requiring travel on the street or highway corridor.

District Land Uses: The following land uses should be found in this district: high-density residential uses; public and quasi-public uses;

hotels and motels; general indoor and outdoor retail uses; heavy commercial and light industrial uses; service and office land uses; and light industrial campuses and corporate offices.

The south west portion of the property is within the U.S. Highway 49 South **Regional Business Corridor**.

**Most Nearly Bounded By (streets):** The parcel is bounded by Old Highway 98 immediately to the south. Highway 49 is to the west of the property. R. C. Thomas Road is north of the property, but not abutting the property. W. L. Runnels Industrial Drive is approximately 3,750 ft to the east of the property.

**Adverse Influences:** The I-1 zoning district designation allows for several uses that could be considered having a negative impact, if developed.

The property is situated at the "front porch" of the City. While the site is shielded by the convenience store, vehicles stored on site could be unsightly.

**Positive Influences:** Approval will allow expansion of the existing business with a compatible use.

The parcel is located near the intersection of two major highways with similar zoning designations.

**Letters or Concerns stated:** The Planning Division Office has not received any letters or other written communications relative to this case, as of August 29, 2013.

**Comments/ Recommendations:** The Comprehensive Plan identifies this location at being adjacent to an "External Gateway". These areas should "set a tone, create a positive, recognizable identity, and communicate to both residents and visitors that they are in Hattiesburg, Mississippi, - a special and unique place."

**(Rezoning)** The applicant is requesting the parcel be rezoned from B-5 to I-1. The present use of this parcel is used as a repair shop and tow service but does not currently store unused vehicles on site.

Tow-yards and/or vehicle storage yards are classified by the Land Development Code as "Junk Yards" and only permitted in the I-2 Heavy Industrial and I-1 Light Industrial (as a Use Permit on Review).

To be included on the Wrecker Rotation Call List of the Hattiesburg Police Department, a towing and wrecker service must be physically located within the City of Hattiesburg. This requirement forces wrecker services to seek locations within permitted areas within the City.

A review of the area does not demonstrate a great deal of change in the neighborhood characteristics.

**(Use Permit on Review)** If rezoning is approved, the applicant will require a Use Permit on Review to designate the property as a Junk Yard so that wrecked, damaged, and other vehicles can be stored on site.

The applicant is not requesting a traditional Junk Yard that could include salvage of metals, cans, etc. The requested Junk Yard, if approved, could be limited to the temporary storage of vehicles while being repaired or until disposed. Permanent or long-term storage should be prohibited.

**Basis for Approval:**

**(Rezone)** There has been a change in neighborhood character based on continued expansion along the Highway 49 corridor. In addition, the proposal is consistent with the requirements of the Hattiesburg Police Department related to Wrecker Rotation Call List.

**(Rezone)** There has been no evidence of substantial change in neighborhood character from the B-5 Regional Business identity and the rezoning is not consistent with the Comprehensive Plan.

**(Use Permit on Review)** The need to preserve and encourage the stability of the Hattiesburg business community.

**(Use Permit on Review)** The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.

**(Use Permit on Review)** The public need for the proposed use, as opposed to the private interest of an individual.

**Options:**

1. **(Rezone)** Recommend approval of the request for rezoning from B-5 Regional Business District to I-1 Light Industrial District for the subject parcel 2-049E-02-009.00 (39643) based on above state criteria.

2. (**Rezone)** Recommend denial of the request for rezoning from B-5 Regional Business District to I-1 Light Industrial District for the subject parcel 2-049E-02-009.00 (39643)

based on no evidence of a change in neighborhood character and a consistency with the Comprehensive Plan.

3. **(Use Permit)** If the Planning Commission recommends for an approval of a rezoning, then the Planning Commission may recommend approval or denial of the request for Use Permit on Review for a Junk Yard for subject parcel of land.

**Suggested Stipulations:**

1. Site shall have a total vehicle storage area that does not exceed _____ square feet.
2. Vehicle storage area shall be concealed by a privacy fence and screened from view by a landscaped buffer.
3. Storage of vehicles shall be temporary in nature and no permanent or long term storage shall be permitted. Long term shall be defined as not to exceed 45 days.
4. Junk Yard approval shall be limited to the storage of damaged vehicles and not include metal salvage, recycling or other uses associated with a Junk Yard.

**MINUTES OF THE**

**REGULAR MEETING OF THE**

**HATTIESBURG PLANNING COMMISSION**

**October 2, 2013**

The Hattiesburg Planning Commission did meet in a regular session on October 2, 2013 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

**Commissioners Present:**
Richard Conville, Chairman
Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

**Commissioners Absent:**
Don McClesky
Judy Corts
Jessie Wilson
Peggy Horton

**Also Present:**
Pattie Brantley, Director of Urban Development
Donovan Scruggs, Planning Manager
Michael Maret, Planner

Richard Conville, Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 1:10 P.M.

**INVOCATION** John Blanks gave the invocation.

**AGENDA REVIEW**

There came the matter of the October 2013 Agenda. Donovan Scruggs indicated that Kenny Sumrall's request should be included as item D under public hearings. A request was made by Chairman Conville for a motion to Approve or Deny the October 2013 Agenda as amended. A motion was made by Commissioner McMurtrey to Approve the October 2013 Agenda as amended and Seconded by Commissioner Pope.

**Commissioners voting aye:** Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

**Commissioners voting nay:** None

**Commissioners abstaining:** None

## MINUTES REVIEW

There came the matter of the September 4, 2013 minutes. A motion was made by Commissioner Linda McMurtrey and seconded by Commissioner Annie Pope to approve the minutes as presented.

**Commissioners voting aye:** Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

**Commissioners voting nay:** None

**Commissioners abstaining:** None

## REPORTS

### ENGINEERING REPORT

There came the matter of the Engineering Report. No report was submitted.

### BUILDING INSPECTION REPORT

There came the matter of the Building Inspection Report. Pattie Brantley informed that Bill Roger had retired.

**PLANNING REPORT**

There came the matter of the Planning Report. Planning Manager, Donovan Scruggs, informed the Commission that the APA Conference would be hosted in Hattiesburg and a course for commissioners was available for them to attend. He introduced Michael Maret who was hired on as a planner with the department.

**CHAIRMAN REPORT**

There came the matter of the Chairman's Report. No Report was submitted.

**PUBLIC HEARING**

Chairman Conville declared the Public Hearing open at 1:15 P.M. and explained the rules and procedures of the hearing.

**There came the matter of Item A (Rezoning)**, Chip Hill, Petitioner, on behalf of Kensington Woods Church of Christ, Owner, to change the zoning classification of certain property located at 415 South 40th Avenue (Parcels #051R-12-045.00, PPIN #007522, Ward 3), from R-1A (Single Family Residential) District to B-3 (Community Business) District.

| | Name | Address | City/State |
|---|---|---|---|
| **Presented by:** | Chip Hill | 415 South 15th Ave | Hattiesburg |
| **Proponents:** | None | | |
| **Opponents:** | None | | |
| **Other Comments:** | Kathy Yadrick | 419 South 40th Ave | Hattiesburg |

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Linda McMurtrey made a motion to approve the rezoning of Item A (rezoning) based on a public need achieved by placing properties within a more consistent zoning classification and allowing for potential expansions and uses as a church. The motion was seconded by John Banks. The vote to approve the zoning change is detailed below:

**Commissioners voting aye:** Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

**Commissioners voting nay:** Joseph White, Vice-Chairman

**Commissioners abstaining:** None

**There came the matter of Item B, (Use Permit on Review),** Robin Roberts, Petitioner, on behalf of Westminster Presbyterian Church, Owner, to request a "Use Permit on Review" for a Church located within certain zoning districts, particularly R-1A (Single Family Residential) and B-1 (Professional Business) Districts, for the following parcels: 107 North 25th Avenue (Parcels # 2-028J-08-212.00, PPIN # 16180 and 2-028J-08-211.00, PPIN # 16181), 106 North 24th Avenue (2-028J-08-232.00, PPIN # 16189), 108 North 24th Avenue (2-028J-08-231.00, PPIN # 16190), 110 North 24th Avenue (2-028J-08-230.00, PPIN # 16191), 200 North 24th Avenue (2-028J-08-229.00, PPIN # 16147), and 2304 Pearl Street (2-028J-08-242.00, PPIN # 16192).

| | Name | Address | City/State |
|---|---|---|---|
| **Presented by:** | Robin Roberts | POB 1953 | Hattiesburg |
| **Proponents:** | None | | |
| **Opponents:** | None | | |

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Joseph White made a motion to approve Item A for a "Use Permit on Review" for a church located in the R-1A (Single Family Residential) District and B-1 (Professional Business) District zoning districts based on a need to protect the stability, integrity, and character of Hattiesburg's residential neighborhood and the need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride. The motion was seconded by Annie Pope. The vote to approve the variance is detailed below:

**Commissioners voting aye:** Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

**Commissioners voting nay:** None

**Commissioners abstaining:** None

**There came the matter of Item C,** Matt Largen, Petitioner, on behalf of Presbyterian Christian School, Owner, to change the zoning classification of certain properties located at 103 WSF Tatum Road and 221 Bonhomie Road (Ward 5) from R-2 (Two-Family Residential) and R-3 (Multi-Family Residential) District to B-3 (Community Business).

| | Name | Address | City/State |
|---|---|---|---|
| **Presented by:** | Matt Largen | One Freedom Sq. | Laurel/MS |
| **Proponents:** | AJ Rhess | Presbyterian Christian School | Hattiesburg |
| **Opponents:** | None | | |

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. John Blanks made a motion to approve Item C to rezone only the single most northern parcel from R-3 (Multi Family Residential) and R-2 (Two-Family Residential) to B-3 (Community Business) based on the change in neighborhood character caused by the construction of the two schools and the Molpus Company to the east. The motion was seconded by Linda McMurtrey. The vote to approve the rezoning is detailed below:

**Commissioners voting aye:** Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

**Commissioners voting nay:** None

**Commissioners abstaining:** None

**There came the matter of Item D, (rezoning and use permit),** submitted by Kenny Sumrall, Petitioner, on behalf of D.M. Smith, Owner, to change the zoning classification of certain property located at 14 Old Highway 98 (Parcels # 2-049E-02-009.00, PPIN # 39643, Ward 5) from B-5 (Regional Business) District to I-1 (Light Industrial) District. The petitioner is also requesting a "Use Permit on Review" for a Junk Yard (specifically for towing and storing vehicles).

| | Name | Address | City/State |
|---|---|---|---|
| **Presented by:** | Kenny Sumrall | PO Box 15397 | Hattiesburg |
| **Proponents:** | Bill Dorsey | 14 Old Highway 98 | Hattiesburg |
| **Opponents:** | None | | |

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Linda McMurtrey made a motion to approve the rezoning requested of Item D from B-5 (Regional Business) District to I-1 (Light Industrial) District based on the change in neighborhood character as the area has experienced continued expansion along the Highway 49 corridor and approve the "Use Permit on Review" for a Junk Yard, with stipulations that it be no larger than 30,000 square feet, the storage area shall be concealed by a privacy fence and screened from view by a landscaped buffer, and vehicles not be kept there for longer than 45 days unless a court order says otherwise, based upon the need to preserve and encourage the stability of the Hattiesburg business community.

**Commissioners voting aye:** Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

**Commissioners voting nay:** None

**Commissioners abstaining:** None

There being no further business, the meeting was adjourned at 3:00 P.M.

_____
Richard Conville, Chairman

_____
Donovan Scruggs, Planning Manager

Prepared by: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601)545-4550

Return to: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403
(601)545-4550

INDEXING INSTRUCTIONS:

**ORDINANCE NUMBER _____**

**OF THE**

**CITY OF HATTIESBURG, MISSISSIPPI**

**AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR CERTAIN PROPERTIES LOCATED AT 14 OLD HIGHWAY 98 (PARCEL 2-049E-02-009.00, PPIN 39643, WARD 5), FROM B-5 (REGIONAL BUSINESS) DISTRICT TO I-1 (LIGHT INDUSTRIAL) DISTRICT.**

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:**

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommendation to APPROVE said change in zoning for the following reason:

There has been a change in neighborhood character based on continued expansion along the Highway 49 corridor. In addition, the proposal is consistent with the requirements of the Hattiesburg Police Department related to Wrecker Rotation Call List. Said property is described as follows:

PPIN 39643:
A part of the NE ¼ of the NE 1/4, Section 13, Township 4 North, Range 14 West and a part of the SE ¼ of the SE 1/4, Section 12, Township 4 North, Range 14 West, Lamar County, Mississippi, and more particularly described as follows:

COMMENCE at the SE Corner of the NE ¼ of the NE ¼ of said section 13; thence N 00°54’ 54” W along the East Line of said NE ¼ of the NE ¼, 1319.94 feet; thence West 81 feet to the Point Of Beginning of the Property herein described, said Point being on the West Right-of-way Line of South 40th Avenue; thence continue West 386.56 feet; thence N 78°54’ 55” W 134.19 feet; thence N 11°5’ 5” E, 100.09 feet; thence N 8° 50’18” E, 67.65 feet; thence N 5°8’38” E, 139.24 feet, thence West 90.82 feet; thence N 19°0’ 31” W, 120.43 feet, thence along a curve to the right having a central angle of 19°0’29”, a radius of 479.39 feet and an arc length of 159.03 feet; thence East 438.85 feet; thence along a curve to the right having a central angle of 90°5’50”, a radius of 25 feet and an arc length of 39.31 feet to a point on the West Right-Of-way Line of South 40th Avenue; thence along the said West Right-of-Way Line of South 40th Avenue and along a curve to the right having a central angle of 5°5’33”, a Radius of 1824.54 feet and an arc length of 162.16 Feet; thence S 5°11’23” W along said West Right-of-Way
Line of South 40th Avenue, 1.18 feet; thence continue along the said West Right-of-Way Line of South 40th Avenue and along a curve to the left having a central angle of 6°12’24” a radius of 1864.54 feet and an arc length of 201.97 feet; thence S 01°01’ E and along the West Right-of-Way line of South 40th Avenue 79.66 feet to the Point of Beginning; said Property containing 5.6 Acres.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by 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 foregoing Ordinance adopted and approved, this the_____day of_____ A.D., 2013.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the_____day of_____ A.D., 2013.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

# City of Hattiesburg, MS

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

## Master

### File Number: 2013-0692

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 2013-0692 | **Type:** | Regular Agenda Item | **Status:** | Tabled |
| **Version:** | 1 | **Reference:** | | **In Control:** | City Council |
| | | | | **File Created:** | 10/15/2013 |
| **Brief Title:** | Use Permit for Junk Yard at 14 Old Highway 98 | | | **Final Action:** | |
| | | | | **Minute Book Number:** | MB2013-312-313 |

**Title:**

Approve or Deny a petition filed by Kenny Sumrall, Petitioner, on behalf of D.M. Smith, Owner, to request a "Use Permit on Review" for a Junk Yard (specifically for towing and storing vehicles) for certain property located at 14 Old Highway 98 (Parcels # 2-049E-02-009.00, PPIN # 39643, Ward 5) from B-5 (Regional Business) District to I-1 (Light Industrial). The Planning Commission voted 5-0 to approve this petition.

**Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | |
| **Attachments:** | Staff Summary 14 Old Hwy 98, 14 Old Hwy 98 Image Pgs (Kenny Sumrall), October 2013 PC Minutes, | **Enactment Number:** | |
| **Contact:** | | **Meeting Date:** | 10/22/2013 |
| **Drafter:** | | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 10/22/2013 | Table | | | | Pass |

**Action Text:** A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to TABLE to Approve or Deny a petition filed by Kenny Sumrall, Petitioner, on behalf of D.M. Smith, Owner, to request a “Use Permit on Review” for a Junk Yard (specifically for towing and storing vehicles) for certain property located at 14 Old Highway 98 (Parcels # 2-049E-02-009.00, PPIN # 39643, Ward 5) from B-5 (Regional Business) District to I-1 (Light Industrial). The Planning Commission voted 5-0 to approve this petition.

Council member Carroll said he understands this item is for a storage and repair site but is listed as a junkyard. He said the Council for years has not allowed junkyards inside the City; he said that this type of facility should have a specific name [distinguishing it from a junkyard]. Also, he asked why a zoning change is being requested when the petitioner has asked for a use permit upon review; he said he did not see the logic. Mr. Scruggs said zoning regulations only allow use permits upon review in specific situations. He said I-1zoning allows uses that are permitted in I-2 only by use permit upon review; he said B-5 zoning does not even identify those I-2 uses as a use permit upon review. Mr. Scruggs said use permits upon review do not permit any desired use in any desired zone; rather, he said, only a very tight number of uses can be considered so it is necessary to rezone to open the door to consider a use permit upon review. He said rezoning to an I-2 would be too large of a step, as those uses are not consistent or cohesive with the neighborhood. He said I-1 zoning is more palatable. Mr. Scruggs noted that the City is re-working the land development code and said a use permit upon review for a junkyard is not permitted in B-5. Council member Carroll said the word "junkyard" should be removed, if this item will not be a junkyard, and then the use permit upon review in B-5 [could be requested]. He said the wrong terminology has been used for this facility and that the [requested] zoning change does not need to be made. Mr. Scruggs said that in the public notice process and in discussions with the planning commission and elsewhere, wording has specified "tow yard" to prevent expansion into a junkyard in the future.

Council member Delgado said that the Council, through its decisions, has established a policy position of not approving junkyards as they damage the quality of life in Hattiesburg. She said she cannot see voting in favor of anything with "junkyard" in the language or where there is potential for a facility to grow into or logically transition into a junkyard with long-term storage of disabled vehicles. Mr. Scruggs said [the planning office] can definitely address [these types of] requests by saying that they cannot be considered.

Council member Dryden stated her belief that this is what the Council is asking.

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

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

Nays: 0

| | | |
|---|---|---|
| Yea: | 5 | Council Member Bradley |
| | | Council Member Delgado |
| | | Council Member Carroll |
| | | Council Member Dryden |
| | | Council Member Naylor |
| ΓEL-No Vote: | 0 | |

**Text of Legislative File 2013-0692**

## Title

Approve or Deny a petition filed by Kenny Sumrall, Petitioner, on behalf of D.M. Smith, Owner, to request a "Use Permit on Review" for a Junk Yard (specifically for towing and storing vehicles) for certain property located at 14 Old Highway 98 (Parcels # 2-049E-02-009.00, PPIN # 39643, Ward 5) from B-5 (Regional Business) District to I-1 (Light Industrial). The Planning Commission voted 5-0 to approve this petition.

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## Budget Information

## Expenditure Type..Purchasing Item

## Publication Information

**Planning Commission**
**Case Fact Sheet**

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| | |
|---|---|
| **Names of Applicant:** | Kenny Sumrall, Petitioner; D.M. Smith, Owner |

| **Address of Property:** | **Tax Parcels/Ward:** | **PPIN:** | **Ward:** |
|---|---|---|---|
| 14 Old Highway 98 | 2-049E-02-009.00 | (39643) | 1 |

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**Request:** **Rezoning and "Use Permit on Review"**

**Purpose of Request**: To consider an application for a **(1) Rezoning** from **B-5 Regional Business District** to **I-1 Light Industrial District** and a **(2) "Use Permit on Review"** for a junk yard specifically for towing and storing vehicles.

**Applicant Summary:** Applicant is requesting a rezoning based upon the need for more customer services to their tenant's business. The Highway 49-98 intersection is conveniently located to the Hattiesburg Industrial park, Forrest County Multi-purpose Center, Detention Center, and Interstate 59. The property is in close proximity to I-1 zoning and the area would benefit having a towing/storage facility for highway and interstate travelers.

**Applicable Regulations:** **SECTION 64 I-1 LIGHT INDUSTRIAL DISTRICT**

64.01 General Description: This industrial district is intended primarily for production and assembly plants that are conducted so the noise, odor, dust and glare of each operation is properly controlled. Any use specifically listed in I-2 is prohibited in I-1.

64.02 Uses Permitted: The following uses of property, buildings, or structures provided they meet the requirement of the applicable federal, state and local agencies relative to hazardous waste

material or substances. All uses shall meet the screening and height limitations for open storage and display of merchandise and materials as set forth in Section 87 of this Code.

**Present Zoning:** B-5 Regional Business District

**Present Use:** The property is currently used as a repair shop for trucks and trailers. The business offers tire service, road-side service, and towing, but currently does not store vehicles on site.

**Surrounding Land Use and Zoning:**

**North**: B-5 Regional Business District / Open field
**South**: Old Hwy 98 & US Hwy 98 Public Right-of-Way and A-2 Agricultural-Residential District to the south of US Hwy 98
**East**: B-5 Regional Business District / Undeveloped land
**West**: B-5 Regional Business District / Dandy Dan's convenience store & truck stop

**Future Land Use Plan:** The subject parcels are shown in the 2008 Future Land Use Map as part of a **Regional Business District B** which is described as follows:

District Overview**:** The Regional Business District is primarily a non-residential district located along major arterial streets and highways. Limited types of residential uses—apartment complexes and second-floor housing in strip commercial or lifestyle centers—are allowed and encouraged to locate in this district. The nature and volume of traffic along these corridors are different from the traffic along other commercial corridors, and therefore, the land uses require special consideration. The land uses in this district may generate a higher volume of regional traffic and/or require frequent access by large trucks and commercial vehicles.

District Characteristics: The characteristics of this district include the following: suburban-style commercial centers and big-box buildings; well-positioned and screened outdoor uses; mixed-use buildings and developments; high-density residential developments such as apartment complexes; large, private parking areas; and light industrial campuses and employment centers. Regulations should be established to promote development patterns for these uses that enhance the streetscape, screen outdoor storage and equipment areas from public view, and enable safe circulation among neighboring properties without requiring travel on the street or highway corridor.

District Land Uses: The following land uses should be found in this district: high-density residential uses; public and quasi-public uses;

hotels and motels; general indoor and outdoor retail uses; heavy commercial and light industrial uses; service and office land uses; and light industrial campuses and corporate offices.

The south west portion of the property is within the U.S. Highway 49 South **Regional Business Corridor**.

**Most Nearly Bounded By (streets):** The parcel is bounded by Old Highway 98 immediately to the south. Highway 49 is to the west of the property. R. C. Thomas Road is north of the property, but not abutting the property. W. L. Runnels Industrial Drive is approximately 3,750 ft to the east of the property.

**Adverse Influences:** The I-1 zoning district designation allows for several uses that could be considered having a negative impact, if developed.

The property is situated at the "front porch" of the City. While the site is shielded by the convenience store, vehicles stored on site could be unsightly.

**Positive Influences:** Approval will allow expansion of the existing business with a compatible use.

The parcel is located near the intersection of two major highways with similar zoning designations.

**Letters or Concerns stated:** The Planning Division Office has not received any letters or other written communications relative to this case, as of August 29, 2013.

**Comments/ Recommendations:** The Comprehensive Plan identifies this location at being adjacent to an "External Gateway". These areas should "set a tone, create a positive, recognizable identity, and communicate to both residents and visitors that they are in Hattiesburg, Mississippi, - a special and unique place."

**(Rezoning)** The applicant is requesting the parcel be rezoned from B-5 to I-1. The present use of this parcel is used as a repair shop and tow service but does not currently store unused vehicles on site.

Tow-yards and/or vehicle storage yards are classified by the Land Development Code as "Junk Yards" and only permitted in the I-2 Heavy Industrial and I-1 Light Industrial (as a Use Permit on Review).

To be included on the Wrecker Rotation Call List of the Hattiesburg Police Department, a towing and wrecker service must be physically located within the City of Hattiesburg. This requirement forces wrecker services to seek locations within permitted areas within the City.

A review of the area does not demonstrate a great deal of change in the neighborhood characteristics.

**(Use Permit on Review)** If rezoning is approved, the applicant will require a Use Permit on Review to designate the property as a Junk Yard so that wrecked, damaged, and other vehicles can be stored on site.

The applicant is not requesting a traditional Junk Yard that could include salvage of metals, cans, etc. The requested Junk Yard, if approved, could be limited to the temporary storage of vehicles while being repaired or until disposed. Permanent or long-term storage should be prohibited.

**Basis for Approval:**

**(Rezone)** There has been a change in neighborhood character based on continued expansion along the Highway 49 corridor. In addition, the proposal is consistent with the requirements of the Hattiesburg Police Department related to Wrecker Rotation Call List.

**(Rezone)** There has been no evidence of substantial change in neighborhood character from the B-5 Regional Business identity and the rezoning is not consistent with the Comprehensive Plan.

**(Use Permit on Review)** The need to preserve and encourage the stability of the Hattiesburg business community.

**(Use Permit on Review)** The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride.

**(Use Permit on Review)** The public need for the proposed use, as opposed to the private interest of an individual.

**Options:**

1. **(Rezone)** Recommend approval of the request for rezoning from B-5 Regional Business District to I-1 Light Industrial District for the subject parcel 2-049E-02-009.00 (39643) based on above state criteria.

2. (**Rezone)** Recommend denial of the request for rezoning from B-5 Regional Business District to I-1 Light Industrial District for the subject parcel 2-049E-02-009.00 (39643)

based on no evidence of a change in neighborhood character and a consistency with the Comprehensive Plan.

3. **(Use Permit)** If the Planning Commission recommends for an approval of a rezoning, then the Planning Commission may recommend approval or denial of the request for Use Permit on Review for a Junk Yard for subject parcel of land.

**Suggested Stipulations:**

1. Site shall have a total vehicle storage area that does not exceed _____ square feet.
2. Vehicle storage area shall be concealed by a privacy fence and screened from view by a landscaped buffer.
3. Storage of vehicles shall be temporary in nature and no permanent or long term storage shall be permitted. Long term shall be defined as not to exceed 45 days.
4. Junk Yard approval shall be limited to the storage of damaged vehicles and not include metal salvage, recycling or other uses associated with a Junk Yard.

**MINUTES OF THE**

**REGULAR MEETING OF THE**

**HATTIESBURG PLANNING COMMISSION**

**October 2, 2013**

The Hattiesburg Planning Commission did meet in a regular session on October 2, 2013 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

**Commissioners Present:**
Richard Conville, Chairman
Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

**Commissioners Absent:**
Don McClesky
Judy Corts
Jessie Wilson
Peggy Horton

**Also Present:**
Pattie Brantley, Director of Urban Development
Donovan Scruggs, Planning Manager
Michael Maret, Planner

Richard Conville, Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 1:10 P.M.

**INVOCATION** John Blanks gave the invocation.

**AGENDA REVIEW**

There came the matter of the October 2013 Agenda. Donovan Scruggs indicated that Kenny Sumrall's request should be included as item D under public hearings. A request was made by Chairman Conville for a motion to Approve or Deny the October 2013 Agenda as amended. A motion was made by Commissioner McMurtrey to Approve the October 2013 Agenda as amended and Seconded by Commissioner Pope.

**Commissioners voting aye:** Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

**Commissioners voting nay:** None

**Commissioners abstaining:** None

## MINUTES REVIEW

There came the matter of the September 4, 2013 minutes. A motion was made by Commissioner Linda McMurtrey and seconded by Commissioner Annie Pope to approve the minutes as presented.

**Commissioners voting aye:** Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

**Commissioners voting nay:** None

**Commissioners abstaining:** None

## REPORTS

### ENGINEERING REPORT

There came the matter of the Engineering Report. No report was submitted.

### BUILDING INSPECTION REPORT

There came the matter of the Building Inspection Report. Pattie Brantley informed that Bill Roger had retired.

**PLANNING REPORT**

There came the matter of the Planning Report. Planning Manager, Donovan Scruggs, informed the Commission that the APA Conference would be hosted in Hattiesburg and a course for commissioners was available for them to attend. He introduced Michael Maret who was hired on as a planner with the department.

**CHAIRMAN REPORT**

There came the matter of the Chairman's Report. No Report was submitted.

**PUBLIC HEARING**

Chairman Conville declared the Public Hearing open at 1:15 P.M. and explained the rules and procedures of the hearing.

**There came the matter of Item A (Rezoning)**, Chip Hill, Petitioner, on behalf of Kensington Woods Church of Christ, Owner, to change the zoning classification of certain property located at 415 South 40th Avenue (Parcels #051R-12-045.00, PPIN #007522, Ward 3), from R-1A (Single Family Residential) District to B-3 (Community Business) District.

| | Name | Address | City/State |
|---|---|---|---|
| **Presented by:** | Chip Hill | 415 South 15th Ave | Hattiesburg |
| **Proponents:** | None | | |
| **Opponents:** | None | | |
| **Other Comments:** | Kathy Yadrick | 419 South 40th Ave | Hattiesburg |

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Linda McMurtrey made a motion to approve the rezoning of Item A (rezoning) based on a public need achieved by placing properties within a more consistent zoning classification and allowing for potential expansions and uses as a church. The motion was seconded by John Banks. The vote to approve the zoning change is detailed below:

**Commissioners voting aye:** Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

**Commissioners voting nay:** Joseph White, Vice-Chairman

**Commissioners abstaining:** None

**There came the matter of Item B, (Use Permit on Review),** Robin Roberts, Petitioner, on behalf of Westminster Presbyterian Church, Owner, to request a "Use Permit on Review" for a Church located within certain zoning districts, particularly R-1A (Single Family Residential) and B-1 (Professional Business) Districts, for the following parcels: 107 North 25th Avenue (Parcels # 2-028J-08-212.00, PPIN # 16180 and 2-028J-08-211.00, PPIN # 16181), 106 North 24th Avenue (2-028J-08-232.00, PPIN # 16189), 108 North 24th Avenue (2-028J-08-231.00, PPIN # 16190), 110 North 24th Avenue (2-028J-08-230.00, PPIN # 16191), 200 North 24th Avenue (2-028J-08-229.00, PPIN # 16147), and 2304 Pearl Street (2-028J-08-242.00, PPIN # 16192).

| | Name | Address | City/State |
|---|---|---|---|
| **Presented by:** | Robin Roberts | POB 1953 | Hattiesburg |
| **Proponents:** | None | | |
| **Opponents:** | None | | |

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Joseph White made a motion to approve Item A for a "Use Permit on Review" for a church located in the R-1A (Single Family Residential) District and B-1 (Professional Business) District zoning districts based on a need to protect the stability, integrity, and character of Hattiesburg's residential neighborhood and the need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride. The motion was seconded by Annie Pope. The vote to approve the variance is detailed below:

**Commissioners voting aye:** Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

**Commissioners voting nay:** None

**Commissioners abstaining:** None

**There came the matter of Item C,** Matt Largen, Petitioner, on behalf of Presbyterian Christian School, Owner, to change the zoning classification of certain properties located at 103 WSF Tatum Road and 221 Bonhomie Road (Ward 5) from R-2 (Two-Family Residential) and R-3 (Multi-Family Residential) District to B-3 (Community Business).

| | Name | Address | City/State |
|---|---|---|---|
| **Presented by:** | Matt Largen | One Freedom Sq. | Laurel/MS |
| **Proponents:** | AJ Rhess | Presbyterian Christian School | Hattiesburg |
| **Opponents:** | None | | |

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. John Blanks made a motion to approve Item C to rezone only the single most northern parcel from R-3 (Multi Family Residential) and R-2 (Two-Family Residential) to B-3 (Community Business) based on the change in neighborhood character caused by the construction of the two schools and the Molpus Company to the east. The motion was seconded by Linda McMurtrey. The vote to approve the rezoning is detailed below:

**Commissioners voting aye:** Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

**Commissioners voting nay:** None

**Commissioners abstaining:** None

**There came the matter of Item D, (rezoning and use permit),** submitted by Kenny Sumrall, Petitioner, on behalf of D.M. Smith, Owner, to change the zoning classification of certain property located at 14 Old Highway 98 (Parcels # 2-049E-02-009.00, PPIN # 39643, Ward 5) from B-5 (Regional Business) District to I-1 (Light Industrial) District. The petitioner is also requesting a "Use Permit on Review" for a Junk Yard (specifically for towing and storing vehicles).

| | Name | Address | City/State |
|---|---|---|---|
| **Presented by:** | Kenny Sumrall | PO Box 15397 | Hattiesburg |
| **Proponents:** | Bill Dorsey | 14 Old Highway 98 | Hattiesburg |
| **Opponents:** | None | | |

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Linda McMurtrey made a motion to approve the rezoning requested of Item D from B-5 (Regional Business) District to I-1 (Light Industrial) District based on the change in neighborhood character as the area has experienced continued expansion along the Highway 49 corridor and approve the "Use Permit on Review" for a Junk Yard, with stipulations that it be no larger than 30,000 square feet, the storage area shall be concealed by a privacy fence and screened from view by a landscaped buffer, and vehicles not be kept there for longer than 45 days unless a court order says otherwise, based upon the need to preserve and encourage the stability of the Hattiesburg business community.

**Commissioners voting aye:** Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

**Commissioners voting nay:** None

**Commissioners abstaining:** None

There being no further business, the meeting was adjourned at 3:00 P.M.

_____
Richard Conville, Chairman

_____
Donovan Scruggs, Planning Manager

Prepared by: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601)545-4550

Return to: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403
(601)545-4550

INDEXING INSTRUCTIONS:

**ORDINANCE NUMBER _____**

**OF THE**

**CITY OF HATTIESBURG, MISSISSIPPI**

**AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR CERTAIN PROPERTIES LOCATED AT 14 OLD HIGHWAY 98 (PARCEL 2-049E-02-009.00, PPIN 39643, WARD 5), FROM B-5 (REGIONAL BUSINESS) DISTRICT TO I-1 (LIGHT INDUSTRIAL) DISTRICT.**

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:**

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommendation to APPROVE said change in zoning for the following reason:

There has been a change in neighborhood character based on continued expansion along the Highway 49 corridor. In addition, the proposal is consistent with the requirements of the Hattiesburg Police Department related to Wrecker Rotation Call List. Said property is described as follows:

PPIN 39643:
A part of the NE ¼ of the NE 1/4, Section 13, Township 4 North, Range 14 West and a part of the SE ¼ of the SE 1/4, Section 12, Township 4 North, Range 14 West, Lamar County, Mississippi, and more particularly described as follows:

COMMENCE at the SE Corner of the NE ¼ of the NE ¼ of said section 13; thence N 00°54’ 54” W along the East Line of said NE ¼ of the NE ¼, 1319.94 feet; thence West 81 feet to the Point Of Beginning of the Property herein described, said Point being on the West Right-of-way Line of South 40th Avenue; thence continue West 386.56 feet; thence N 78°54’ 55” W 134.19 feet; thence N 11°5’ 5” E, 100.09 feet; thence N 8° 50’18” E, 67.65 feet; thence N 5°8’38” E, 139.24 feet, thence West 90.82 feet; thence N 19°0’ 31” W, 120.43 feet, thence along a curve to the right having a central angle of 19°0’29”, a radius of 479.39 feet and an arc length of 159.03 feet; thence East 438.85 feet; thence along a curve to the right having a central angle of 90°5’50”, a radius of 25 feet and an arc length of 39.31 feet to a point on the West Right-Of-way Line of South 40th Avenue; thence along the said West Right-of-Way Line of South 40th Avenue and along a curve to the right having a central angle of 5°5’33”, a Radius of 1824.54 feet and an arc length of 162.16 Feet; thence S 5°11’23” W along said West Right-of-Way
Line of South 40th Avenue, 1.18 feet; thence continue along the said West Right-of-Way Line of South 40th Avenue and along a curve to the left having a central angle of 6°12’24” a radius of 1864.54 feet and an arc length of 201.97 feet; thence S 01°01’ E and along the West Right-of-Way line of South 40th Avenue 79.66 feet to the Point of Beginning; said Property containing 5.6 Acres.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by 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 foregoing Ordinance adopted and approved, this the_____day of_____ A.D., 2013.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the_____day of_____ A.D., 2013.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

# City of Hattiesburg, MS

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

## Master

### File Number: 2013-0688

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 2013-0688 | **Type:** | Ordinance | **Status:** | Passed |
| **Version:** | 1 | **Reference:** | | **In Control:** | City Council |
| | | | | **File Created:** | 10/15/2013 |
| **Brief Title:** | Kennsington Woods Rezone | | | **Final Action:** | 10/22/2013 |
| | | | | **Minute Book Number:** | MB2013-313-314 |

**Title:**

Adopt or Deny an Ordinance, as petitioned by Chip Hill, Petitioner, on behalf of Kensington Woods Church of Christ, Owner, to change the zoning classification of certain property located at 415 South 40th Avenue (Parcel 051R-12-045.000, PPIN 007522, Ward 3), from R-1A (Single Family Residential) District to B-3 (Community Business) District. The Planning Commission vote 4-1 to approve this request.

**Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | |
| **Attachments:** | Staff Summary Kensington Woods Church, 415 S. 40th Av Image Pgs (Kensington Woods Church), Ordinance Rezone Kensington Woods Church, October 2013 PC Minutes, executed Ordinance Rezone Kensington Woods Church #3118 | **Enactment Number:** | |
| **Contact:** | | **Meeting Date:** | 10/22/2013 |
| **Drafter:** | | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 10/22/2013 | Adopt | | | | Pass |

**Action Text:** A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Adopt an Ordinance (Number 3118), as petitioned by Chip Hill, Petitioner, on behalf of Kensington Woods Church of Christ, Owner, to change the zoning classification of certain property located at 415 South 40th Avenue (Parcel 051R-12-045.000, PPIN 007522, Ward 3), from R-1A (Single Family Residential) District to B-3 (Community Business) District.

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

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

Nays: 0

| | | |
|---|---|---|
| Yea: | 5 | Council Member Bradley |
| | | Council Member Delgado |
| | | Council Member Carroll |
| | | Council Member Dryden |
| | | Council Member Naylor |
| ΓEL-No Vote: | 0 | |

**Text of Legislative File 2013-0688**

## Title

Adopt or Deny an Ordinance, as petitioned by Chip Hill, Petitioner, on behalf of Kensington Woods Church of Christ, Owner, to change the zoning classification of certain property located at 415 South 40th Avenue (Parcel 051R-12-045.000, PPIN 007522, Ward 3), from R-1A (Single Family Residential) District to B-3 (Community Business) District. The Planning Commission vote 4-1 to approve this request.

## Summary

Adopt or Deny an Ordinance , for Kensington Woods Church of Christ, to change the zoning classification of certain property located at 415 South 40th Avenue (Parcel 051R-12-045.000, PPIN 007522, Ward 3), from R-1A (Single Family Residential) District to B-3 (Community Business) District. The Planning Commission vote 4-1 to approve this request.

## Budget Information

## Expenditure Type

## Purchasing Item

## Publication Information

**Planning Commission**
**Case Fact Sheet**

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| | |
|---|---|
| **Names of Applicant:** | Chip Hill, Petitioner; Kensington Woods Church of Christ, Owner |

| **Address of Property:** | **Tax Parcels/Ward:** | **PPIN:** | **Ward:** |
|---|---|---|---|
| 415 South 40th Ave. | 051R-12-045.000 | (007522) | 3 |

---

| | |
|---|---|
| **Request:** | **Rezoning** |
| **Purpose of Request**: | To consider an application for a **Rezoning** from **R-1A Single Family Residential District** to **B-3 Community Business District**. |
| **Applicant Summary:** | The purpose of rezoning this property is to better serve the surrounding community and the congregation of Kensington Woods Church of Christ. This can be accomplished by the change in zoning that would allow for excelled growth through upgrades and beautification of the buildings and property and also allowing the church to propel to the level of quality of other churches in the vicinity. |
| **Applicable Regulations:** | |
| **SECTION 60** | **SECTION 60 B-3 COMMUNITY BUSINESS DISTRICT** |
| | **61.01 General Description**: This business district is intended for the conduct of personal and business services and retail business of the community. Traffic generated by the uses will be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods. |
| **Present Zoning:** | R-1A Single Family Residential District |
| **Present Use:** | The property is currently in use by the Kensington Woods Church of Christ. |

**Surrounding Land Use and Zoning:**

**North**: B-5 Regional Business District and B-3 Community Business District & business
**South**: R-1A Single-Family Residential District & residential
**East**: R-1A Single-Family Residential District & vacant
**West**: R-1A Single-Family Residential District & residential

**Future Land Use Plan:**

The subject parcels are shown in the 2008 Future Land Use Map as part of a large **Neighborhood Conservation District 2** which is described as follows:

District Overview**:** This Neighborhood Conservation District is primarily a residential district located in conventional subdivisions. In this district, large tracts of land were platted as single-family residential neighborhoods. Other than schools and churches, non-residential land uses are not typically found in these districts.

District Characteristics: The characteristics of this district include the following: low-density or moderate-density single-family residences; building lots with front and side yards with standard depths; and a lower overall density of development than downtown or historic neighborhoods.

District Land Uses: The following land uses should be found in this district: single-family residential uses; public and quasi-public uses, such as churches and schools; small neighborhood parks and tot lots.

**Most Nearly Bounded By (streets):**

This parcel is bounded by S. 40th Avenue to the east. Closest street to the south of the parcel is Chesterfield Road. The southwest corner of the parcel is adjacent to Chelsea Place with the remaining west side located near but not adjoining to Mercer Drive. Mamie Street is the nearest street to the north of the parcel with an estimated distance of 500 feet.

**Adverse Influences:**

Change in zoning could encourage or allow a higher density of use and commercial encroachment into a primarily residential area. Sign regulations, lot and setback dimensional requirements, and other codes are more intense than those of a residential district.

**Positive Influences:**

This rezoning will place the church in a district that is more consistent with the use than the present zoning classification. This will enhance expansion efforts.

While the rezoning allows for a more intense use of the site, the change will require buffer zones and strips abutting the residential district when the church choses to expand. At present, these buffer zones are not required.

**Letters or Concerns stated:**

The Planning Division Office has not received any letters or other written communications relative to this case, as of September 25 2013. There are no letters of approval/denial from any of the adjoining property owners.

**Comments/ Recommendations:**

The applicant is requesting that the parcel be rezoned from R-1A to B-3.

This site is currently occupied by the Kensington Woods Church of Christ and has been the site of a church since 1985.

Churches are allowed by a "use permit on review of the Planning Commissoin" but are not considered a "by-right" use in an R-1A district.

The B-3 zoning district provides greater flexibility for the improvement and expansion of the church on the property. Compliance with requirements of the R-1A district is often difficult.

Parcels to the north of the site are zoned B-3 and B-5 business districts. Because the subject property abuts these districts, it would not be considered "spot zoning".

At present, the church property serves as a buffer between the more intense commercial areas on S. 40th Avenue and the residential neighborhood to the south.

Because the property is located in an R-1A district there are limits on the signage allowed for the church. The rezoning to a B-3 district would allow for a large sign with LED displays.

A request for a larger sign is not considered grounds for a rezoning, but the property abuts are commercial district to the north and would simply be considered an expansion of that district.

The use of church is consistent with the Neighborhood Conservation District of the Comprehensive Plan.

**Basis for Approval:**

Identification of a change in neighborhood character is a valid reason to rezone property. Changes along South 40th Avenue to the north of this site could be considered grounds to rezone.

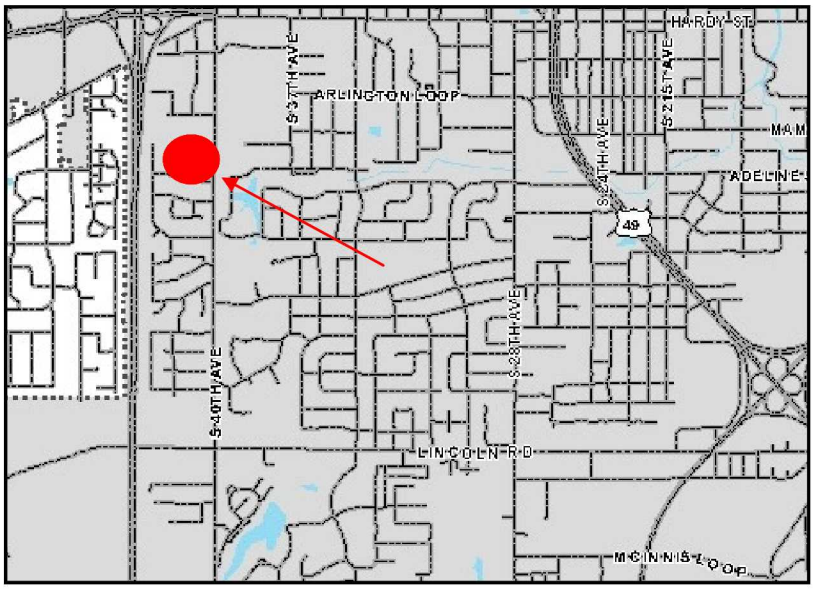
A public need can be achieved by placing properties within a more consistent zoning classification and allowing for potential expansions and uses at the church.

Preservation of neighborhood and residential characteristics and

limiting the encroachment of commercial development can be considered a valid reason to deny the rezoning of the property.

**Options:**

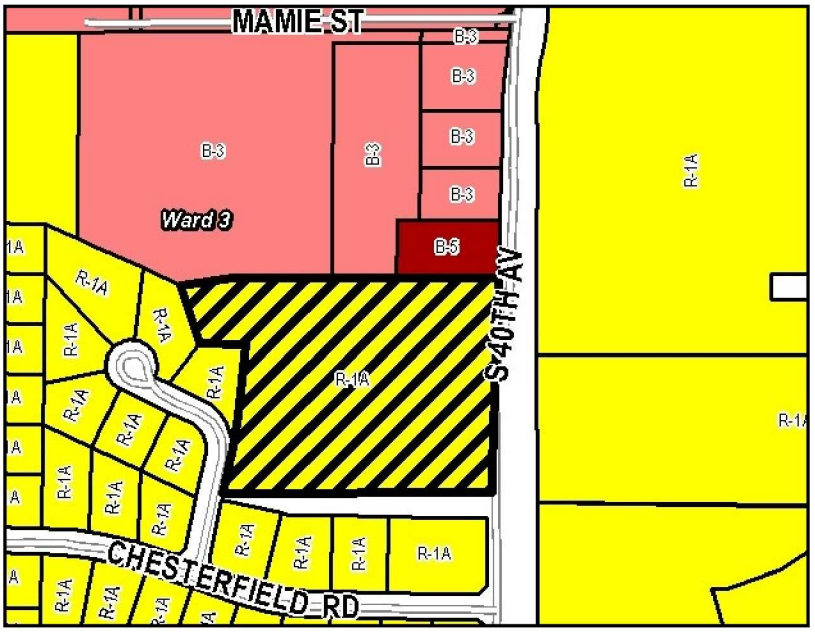
1. Recommend approval or denial of the request for Rezoning from R-1A Single Family Residential District to B-3 Community Business District for the subject parcel 051R-12-045.000 (007522).




Subject Parcel:

# 415 S. 40th Ave/ Kensington Woods Church of Christ

The Subject Site is located in the South-east corner of S. 40th Avenue and Chelsea Place. The area is a mix of zoning, including R1-A, B-3, and B-5.




The site is a 5.6 acre parcel which currently contains the church building and adjacent parking lot. The church would have adequate room to upgrade and construct new buildings without interfering with surrounding properties.




The site is occupied by Kensington Woods Church of Christ. Request for rezoning is to allow the church to upgrade current buildings and church campus.

# Surrounding Area



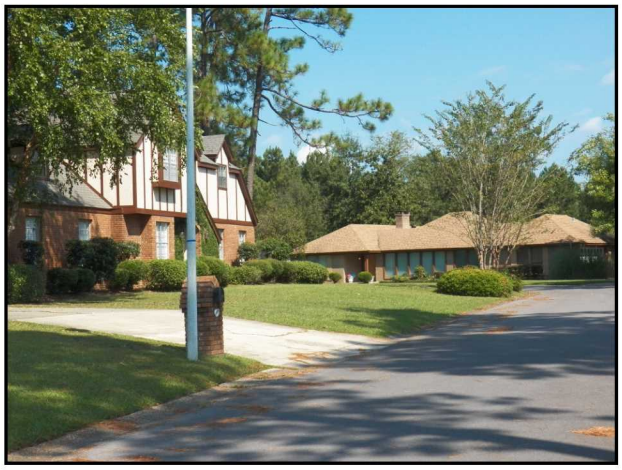
**Northern Direction:** North of the site include parcels zoned B-5 and B-3. These include an abandoned day-care and several offices for various professions.



**Eastern Direction:** East of the site include an undeveloped wooded area. This area is zoned R-1A.



**Southern Direction:** South of the site are single family and owner occupied housing. This area is zoned R-1A.



**Western Direction:** West of the site are single family and owner occupied housing. This area is zoned R-1A.

Prepared by: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601)545-4550

Return to: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403
(601)545-4550

INDEXING INSTRUCTIONS:

**ORDINANCE NUMBER _____**

**OF THE**

**CITY OF HATTIESBURG, MISSISSIPPI**

**AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR CERTAIN PROPERTIES LOCATED AT 415 S. 40TH AVENUE (Parcel 051R-12-045.00, PPIN 7522, WARD 3), FROM R-1A (SINGLE FAMILY RESIDENTIAL) DISTRICT TO B-3 (COMMUNITY BUSINESS) DISTRICT.**

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:**

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommendation to APPROVE said change in zoning for the following reason:

A public need can be achieved by placing properties within a more consistent zoning classification and allowing for potential expansions and uses at the church. Said property is described as follows:

PPIN 7522:
A part of the NE ¼ of the NE 1/4, Section 13, Township 4 North, Range 14 West and a part of the SE ¼ of the SE 1/4, Section 12, Township 4 North, Range 14 West, Lamar County, Mississippi, and more particularly described as follows:

COMMENCE at the SE Corner of the NE ¼ of the NE ¼ of said section 13; thence N 00°54' 54" W along the East Line of said NE ¼ of the NE ¼, 1319.94 feet; thence West 81 feet to the Point Of Beginning of the Property herein described, said Point being on the West Right-of-way Line of South 40th Avenue; thence continue West 386.56 feet; thence N 78°54' 55" W 134.19 feet; thence N 11°5' 5" E, 100.09 feet; thence N 8° 50'18" E, 67.65 feet; thence N 5°8'38" E, 139.24 feet, thence West 90.82 feet; thence N 19°0' 31" W, 120.43 feet, thence along a curve to the right having a central angle of 19°0'29", a radius of 479.39 feet and an arc length of 159.03 feet; thence East 438.85 feet; thence along a curve to the right having a central angle of 90°5'50", a radius of 25 feet and an arc length of 39.31 feet to a point on the West Right-Of-way Line of South 40th Avenue; thence along the said West Right-of-Way Line of South 40th Avenue and along a curve to the right having a central angle of 5°5'33", a Radius of 1824.54 feet and an arc length of 162.16 Feet; thence S 5°11'23" W along said West Right-of-Way
Line of South 40th Avenue, 1.18 feet; thence continue along the said West Right-of-Way Line of South 40th Avenue and along a curve to the left having a central angle of 6°12'24" a radius of 1864.54 feet and an arc length of 201.97 feet; thence S 01°01' E and along the West Right-of-Way line of South 40th Avenue 79.66 feet to the Point of Beginning; said Property containing 5.6 Acres.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by 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 foregoing Ordinance adopted and approved, this the_____day of_____ A.D., 2013.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the

Mayor, this the_____day of_____ A.D., 2013.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

**MINUTES OF THE**

**REGULAR MEETING OF THE**

**HATTIESBURG PLANNING COMMISSION**

**October 2, 2013**

The Hattiesburg Planning Commission did meet in a regular session on October 2, 2013 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

**Commissioners Present:**
Richard Conville, Chairman
Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

**Commissioners Absent:**
Don McClesky
Judy Corts
Jessie Wilson
Peggy Horton

**Also Present:**
Pattie Brantley, Director of Urban Development
Donovan Scruggs, Planning Manager
Michael Maret, Planner

Richard Conville, Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 1:10 P.M.

**INVOCATION** John Blanks gave the invocation.

**AGENDA REVIEW**

There came the matter of the October 2013 Agenda. Donovan Scruggs indicated that Kenny Sumrall's request should be included as item D under public hearings. A request was made by Chairman Conville for a motion to Approve or Deny the October 2013 Agenda as amended. A motion was made by Commissioner McMurtrey to Approve the October 2013 Agenda as amended and Seconded by Commissioner Pope.

**Commissioners voting aye:** Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

**Commissioners voting nay:** None

**Commissioners abstaining:** None

## MINUTES REVIEW

There came the matter of the September 4, 2013 minutes. A motion was made by Commissioner Linda McMurtrey and seconded by Commissioner Annie Pope to approve the minutes as presented.

**Commissioners voting aye:** Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

**Commissioners voting nay:** None

**Commissioners abstaining:** None

## REPORTS

### ENGINEERING REPORT

There came the matter of the Engineering Report. No report was submitted.

### BUILDING INSPECTION REPORT

There came the matter of the Building Inspection Report. Pattie Brantley informed that Bill Roger had retired.

**PLANNING REPORT**

There came the matter of the Planning Report. Planning Manager, Donovan Scruggs, informed the Commission that the APA Conference would be hosted in Hattiesburg and a course for commissioners was available for them to attend. He introduced Michael Maret who was hired on as a planner with the department.

**CHAIRMAN REPORT**

There came the matter of the Chairman's Report. No Report was submitted.

**PUBLIC HEARING**

Chairman Conville declared the Public Hearing open at 1:15 P.M. and explained the rules and procedures of the hearing.

**There came the matter of Item A (Rezoning)**, Chip Hill, Petitioner, on behalf of Kensington Woods Church of Christ, Owner, to change the zoning classification of certain property located at 415 South 40th Avenue (Parcels #051R-12-045.00, PPIN #007522, Ward 3), from R-1A (Single Family Residential) District to B-3 (Community Business) District.

| | Name | Address | City/State |
|---|---|---|---|
| **Presented by:** | Chip Hill | 415 South 15th Ave | Hattiesburg |
| **Proponents:** | None | | |
| **Opponents:** | None | | |
| **Other Comments:** | Kathy Yadrick | 419 South 40th Ave | Hattiesburg |

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Linda McMurtrey made a motion to approve the rezoning of Item A (rezoning) based on a public need achieved by placing properties within a more consistent zoning classification and allowing for potential expansions and uses as a church. The motion was seconded by John Banks. The vote to approve the zoning change is detailed below:

**Commissioners voting aye:** Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

**Commissioners voting nay:** Joseph White, Vice-Chairman

**Commissioners abstaining:** None

**There came the matter of Item B, (Use Permit on Review),** Robin Roberts, Petitioner, on behalf of Westminster Presbyterian Church, Owner, to request a "Use Permit on Review" for a Church located within certain zoning districts, particularly R-1A (Single Family Residential) and B-1 (Professional Business) Districts, for the following parcels: 107 North 25th Avenue (Parcels # 2-028J-08-212.00, PPIN # 16180 and 2-028J-08-211.00, PPIN # 16181), 106 North 24th Avenue (2-028J-08-232.00, PPIN # 16189), 108 North 24th Avenue (2-028J-08-231.00, PPIN # 16190), 110 North 24th Avenue (2-028J-08-230.00, PPIN # 16191), 200 North 24th Avenue (2-028J-08-229.00, PPIN # 16147), and 2304 Pearl Street (2-028J-08-242.00, PPIN # 16192).

| | Name | Address | City/State |
|---|---|---|---|
| **Presented by:** | Robin Roberts | POB 1953 | Hattiesburg |
| **Proponents:** | None | | |
| **Opponents:** | None | | |

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Joseph White made a motion to approve Item A for a "Use Permit on Review" for a church located in the R-1A (Single Family Residential) District and B-1 (Professional Business) District zoning districts based on a need to protect the stability, integrity, and character of Hattiesburg's residential neighborhood and the need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride. The motion was seconded by Annie Pope. The vote to approve the variance is detailed below:

**Commissioners voting aye:** Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

**Commissioners voting nay:** None

**Commissioners abstaining:** None

**There came the matter of Item C,** Matt Largen, Petitioner, on behalf of Presbyterian Christian School, Owner, to change the zoning classification of certain properties located at 103 WSF Tatum Road and 221 Bonhomie Road (Ward 5) from R-2 (Two-Family Residential) and R-3 (Multi-Family Residential) District to B-3 (Community Business).

| | Name | Address | City/State |
|---|---|---|---|
| **Presented by:** | Matt Largen | One Freedom Sq. | Laurel/MS |
| **Proponents:** | AJ Rhess | Presbyterian Christian School | Hattiesburg |
| **Opponents:** | None | | |

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. John Blanks made a motion to approve Item C to rezone only the single most northern parcel from R-3 (Multi Family Residential) and R-2 (Two-Family Residential) to B-3 (Community Business) based on the change in neighborhood character caused by the construction of the two schools and the Molpus Company to the east. The motion was seconded by Linda McMurtrey. The vote to approve the rezoning is detailed below:

**Commissioners voting aye:** Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

**Commissioners voting nay:** None

**Commissioners abstaining:** None

**There came the matter of Item D, (rezoning and use permit),** submitted by Kenny Sumrall, Petitioner, on behalf of D.M. Smith, Owner, to change the zoning classification of certain property located at 14 Old Highway 98 (Parcels # 2-049E-02-009.00, PPIN # 39643, Ward 5) from B-5 (Regional Business) District to I-1 (Light Industrial) District. The petitioner is also requesting a "Use Permit on Review" for a Junk Yard (specifically for towing and storing vehicles).

| | Name | Address | City/State |
|---|---|---|---|
| **Presented by:** | Kenny Sumrall | PO Box 15397 | Hattiesburg |
| **Proponents:** | Bill Dorsey | 14 Old Highway 98 | Hattiesburg |
| **Opponents:** | None | | |

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Linda McMurtrey made a motion to approve the rezoning requested of Item D from B-5 (Regional Business) District to I-1 (Light Industrial) District based on the change in neighborhood character as the area has experienced continued expansion along the Highway 49 corridor and approve the "Use Permit on Review" for a Junk Yard, with stipulations that it be no larger than 30,000 square feet, the storage area shall be concealed by a privacy fence and screened from view by a landscaped buffer, and vehicles not be kept there for longer than 45 days unless a court order says otherwise, based upon the need to preserve and encourage the stability of the Hattiesburg business community.

**Commissioners voting aye:** Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

**Commissioners voting nay:** None

**Commissioners abstaining:** None

There being no further business, the meeting was adjourned at 3:00 P.M.

_____
Richard Conville, Chairman

_____
Donovan Scruggs, Planning Manager

Prepared by: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601)545-4550

Return to: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
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INDEXING INSTRUCTIONS:

**ORDINANCE NUMBER 3118**

**OF THE**

**CITY OF HATTIESBURG, MISSISSIPPI**

**AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR CERTAIN PROPERTIES LOCATED AT 415 S. 40TH AVENUE (Parcel 051R-12-045.00, PPIN 7522, WARD 3), FROM R-1A (SINGLE FAMILY RESIDENTIAL) DISTRICT TO B-3 (COMMUNITY BUSINESS) DISTRICT.**

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:**

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommendation to APPROVE said change in zoning for the following reason:

A public need can be achieved by placing properties within a more consistent zoning classification and allowing for potential expansions and uses at the church. Said property is described as follows:

PPIN 7522:
A part of the NE ¼ of the NE 1/4, Section 13, Township 4 North, Range 14 West and a part of the SE ¼ of the SE 1/4, Section 12, Township 4 North, Range 14 West, Lamar County, Mississippi, and more particularly described as follows:

COMMENCE at the SE Corner of the NE ¼ of the NE ¼ of said section 13; thence N 00°54' 54" W along the East Line of said NE ¼ of the NE ¼, 1319.94 feet; thence West 81 feet to the Point Of Beginning of the Property herein described, said Point being on the West Right-of-way Line of South 40th Avenue; thence continue West 386.56 feet; thence N 78°54' 55" W 134.19 feet; thence N 11°5' 5" E, 100.09 feet; thence N 8° 50'18" E, 67.65 feet; thence N 5°8'38" E, 139.24 feet, thence West 90.82 feet; thence N 19°0' 31" W, 120.43 feet, thence along a curve to the right having a central angle of 19°0'29", a radius of 479.39 feet and an arc length of 159.03 feet; thence East 438.85 feet; thence along a curve to the right having a central angle of 90°5'50", a radius of 25 feet and an arc length of 39.31 feet to a point on the West Right-Of-way Line of South 40th Avenue; thence along the said West Right-of-Way Line of South 40th Avenue and along a curve to the right having a central angle of 5°5'33", a Radius of 1824.54 feet and an arc length of 162.16 Feet; thence S 5°11'23" W along said West Right-of-Way

Line of South 40th Avenue, 1.18 feet; thence continue along the said West Right-of-Way Line of South 40th Avenue and along a curve to the left having a central angle of 6°12'24" a radius of 1864.54 feet and an arc length of 201.97 feet; thence S 01°01' E and along the West Right-of-Way line of South 40th Avenue 79.66 feet to the Point of Beginning; said Property containing 5.6 Acres.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by Council member Delgado seconded by Council member Naylor and was adopted by the following vote to-wit:

YEAS: Bradley, Delgado, Carroll, Dryden, Naylor NAYS: None

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the 22nd day of October A.D., 2013.

(S E A L)

ATTEST: ADOPTED:

CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the

Mayor, this the 22nd day of October A.D., 2013.

ATTEST:

Connie Everett (DC)
CITY CLERK

APPROVED:

MAYOR

# City of Hattiesburg, MS

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

## Master

### File Number: 2013-0690

**File ID:** 2013-0690 **Type:** Ordinance **Status:** Passed

**Version:** 2 **Reference:** **In Control:** City Council

**File Created:** 10/15/2013

**Brief Title:** Rezoning for Presbyterian Christian School Elementary **Final Action:** 10/22/2013

**Minute Book Number:** MB2013-314

**Title:**

Adopt or Deny an Ordinance, as petitioned by Matt Largen, Petitioner, on behalf of Presbyterian Christian School, Owner, to change the zoning classification of certain property located at 103 WSF Tatum Road (Ward 5) from R-2 (Two-Family Residential) and R-3 (Multi-Family Residential) District to B-3 (Community Business). The Planning Commission voted to recommend approval to rezone only the northernmost five hundred (500) feet of the property along WSF Tatum Road. The Planning Commission vote 5-0 to approve this petition, as amended.

**Notes:**

**Sponsors:** **Enactment Date:**

**Attachments:** Staff Summary Presbyterian Christian School (Rezoning), 103 WSF Tatum Dr Image Pgs (Presbyterian Christian School), October 2013 PC Minutes 2, Ordinance Rezone Presbyterian Christian School (North Parcel), executed Ordinance Rezone Presbyterian Christian School (North Parcel) #3119

**Enactment Number:**

**Contact:** **Meeting Date:** 10/22/2013

**Drafter:** **Effective Date:**

### History of Legislative File

| Ver-sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 2 | City Council | 10/22/2013 | Adopt | | | | Pass |

**Action Text:** A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Adopt an Ordinance (Number 3119), as petitioned by Matt Largen, Petitioner, on behalf of Presbyterian Christian School, Owner, to change the zoning classification of certain property located at 103 WSF Tatum Road (Ward 5) from R-2 (Two-Family Residential) and R-3 (Multi-Family Residential) District to B-3 (Community Business). The Planning Commission voted to recommend approval to rezone only the northernmost five hundred (500) feet of the property along WSF Tatum Road. The Planning Commission vote 5-0 to approve this petition, as amended.

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

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

Nays: 0

| | | |
|---|---|---|
| Yea: | 5 | Council Member Bradley |
| | | Council Member Delgado |
| | | Council Member Carroll |
| | | Council Member Dryden |
| | | Council Member Naylor |
| ΓEL-No Vote: | 0 | |

**Text of Legislative File 2013-0690**

## Title

Adopt or Deny an Ordinance, as petitioned by Matt Largen, Petitioner, on behalf of Presbyterian Christian School, Owner, to change the zoning classification of certain property located at 103 WSF Tatum Road (Ward 5) from R-2 (Two-Family Residential) and R-3 (Multi-Family Residential) District to B-3 (Community Business). The Planning Commission voted to recommend approval to rezone only the northernmost five hundred (500) feet of the property along WSF Tatum Road. The Planning Commission vote 5-0 to approve this petition, as amended.

## Summary

Adopt or Deny an Ordinance, petitioned by Presbyterian Christian School to change the zoning classification of property located at 103 WSF Tatum Road (Ward 5) from R-2 (Two-Family Residential) and R-3 (Multi-Family Residential) District to B-3 (Community Business). The Planning Commission voted to recommend approval to rezone only the northernmost five hundred (500) feet of the property along WSF Tatum Road. The Planning Commission vote 5-0 to approve this petition, as amended.

## Budget Information

[Enter Budget Information Here Without Parentheses. Example: Cost Center Line Item, Amount]

## Expenditure Type

[Enter Expenditure Type Here Without Parentheses. Example: Regular Budget Item, Grant, Lease Purchase, etc.]

## Purchasing Item

[Enter Purchasing Item Here Without Parentheses. Example: Sealed Bid, State Contract, Unadvertised Bid, Regular Purchase.]

## Publication Information

[Please enter publication sites and dates]

**Planning Commission**
**Case Fact Sheet**

---

**Names of Applicant:** Matt Largen, Petitioner, for Presbyterian Christian School, Owner

| **Address of Property:** | **Tax Parcels/Ward:** | **PPIN:** | **Ward:** |
|---|---|---|---|
| 103 WSF Tatum Dr | 039P-20-001.00 | (6328) | 5 |
| | 041F-28-001.00 | (6974) | 5 |
| | 041D-28-001.00 | (34683) | 5 |
| | 041D-28-002.00 | (36341) | 5 |
| | 040A-29-003.00 | (36342) | 5 |

---

**Request:** **Rezoning**

**Purpose of Request**: To consider an application for a **Rezoning** from **R-3 Multi-Family Residential District and R-2 Two-Family Residential District** to **B-3 Community Business District**.

**Applicant Summary:** The purpose of rezoning this property is to allow for a digital sign to be installed in front of the school that is not currently allowed the R-3 zone.

**Applicable Regulations:**

**SECTION 60** **SECTION 60 B-3 COMMUNITY BUSINESS DISTRICT**

**61.01 General Description**: This business district is intended for the conduct of personal and business services and retail business of the community. Traffic generated by the uses will be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods.

**Present Zoning:** R-3 Multi-Family Residential District and R-2 Two-Family Residential District

**Present Use:** The properties are currently in use by the Presbyterian Christian School. This includes both the Elementary (north) and High School (south).

**Surrounding Land Use and Zoning:**

**North**: B-3 Community Business District - undeveloped
**South**: R-2 Two-Family Residential District, R-1A Single-Family Residential District, and R-3 Multi-Family District – undeveloped forestland and recreational
**East**: B-3 Community Business District, and B-1 Neighborhood Business – vacant undeveloped and business
**West**: R-2 Two-Family Residential District and R-3 Multi-Family District – vacant undeveloped and recreation

**Future Land Use Plan:** The subject parcels are shown in the 2008 Future Land Use Map as part of a large **Neighborhood Conservation District 2** which is described as follows:

District Overview: This Neighborhood Conservation District is primarily a residential district located in conventional subdivisions. In this district, large tracts of land were platted as single family residential neighborhoods. Other than schools and churches, non-residential land uses are not typically found in these districts.

District Characteristics:
The characteristics of this district include the following: low-density or moderate-density single-family residences; building lots with front and side yards with standard depths; and a lower overall density of development than downtown or historic neighborhoods.

District Land Uses:
The following land uses should be found in this district: single family residential uses; public and quasi-public uses, such as churches and schools; small neighborhood parks and tot lots.

**Most Nearly Bounded By (streets):** This parcel is bounded by SFW Tatum Blvd to the North and Bonhomie RD to the East. Nothing is located in the immediate vicinity to the South or West. Parkway Blvd is a loop through residential residentially zoned space to the SW.

**Adverse Influences:**

**Positive Influences:** Increased public communication.

**Letters or Concerns stated:**

The Planning Division Office has not received any letters or other written communications relative to this case, as of September 25, 2013. There are no letters of approval/denial from any of the adjoining property owners.

**Comments/ Recommendations:**

The applicant is requesting that the parcel be rezoned from R-3 to B-3. The parcel is currently zoned R-3.

The property abuts commercial zoning designations to the north and east. Additional commercial areas and the Tatum Park Complex are located to the west and south. Because of proximity to other commercial districts, this proposed rezoning would not be considered a spot zoning.

This parcel is currently occupied by the elementary and high schools.

The existing zoning does not allow for certain commercial use and has limitation for non-residential uses. This includes such regulations as maximum lot coverage and sign requirements.

The rezoning is requested due to the change in neighborhood character caused by the construction of the schools and proximity to other commercial areas. B-3 zoning district would allow for improvements and accessory uses consistent with the school's needs.

Presbyterian Christian School is considered a private school and not afforded some to the same considerations as a public school and universities.

**Consistency with Comprehensive Plan:**

The Neighborhood Conservation District 2 includes schools as a permitted or acceptable non-residential use. This is not consistent with some dimensional requirements of the land development code, and a commercial/business zoning regulation is more consistent with the use.

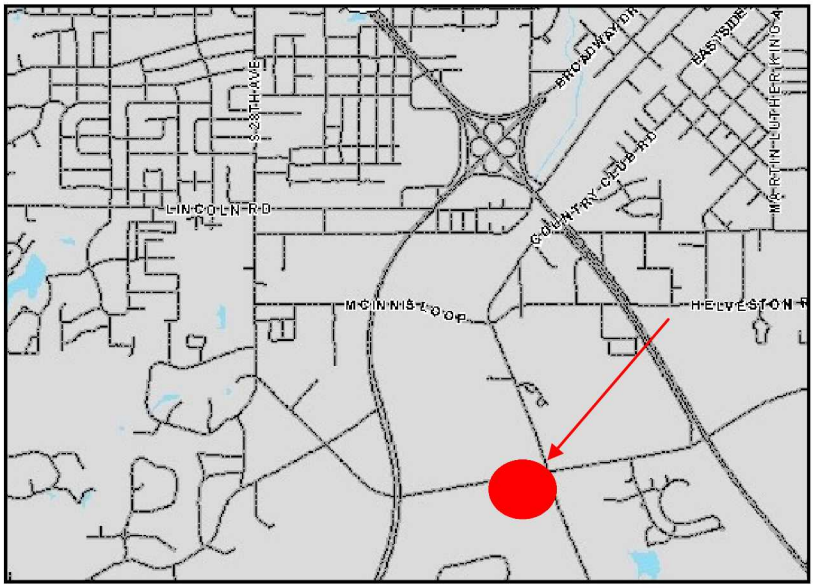
**Basis for Approval:**

Based on a change in neighborhood character caused by the construction of the two schools and the Molpus Company to the east, the minimum criteria for a rezoning is satisfied.

The rezoning fails to meet the minimum requirements for a rezoning based on lack of change in the neighborhood and could lead to further commercial encroachment.

**Options:**

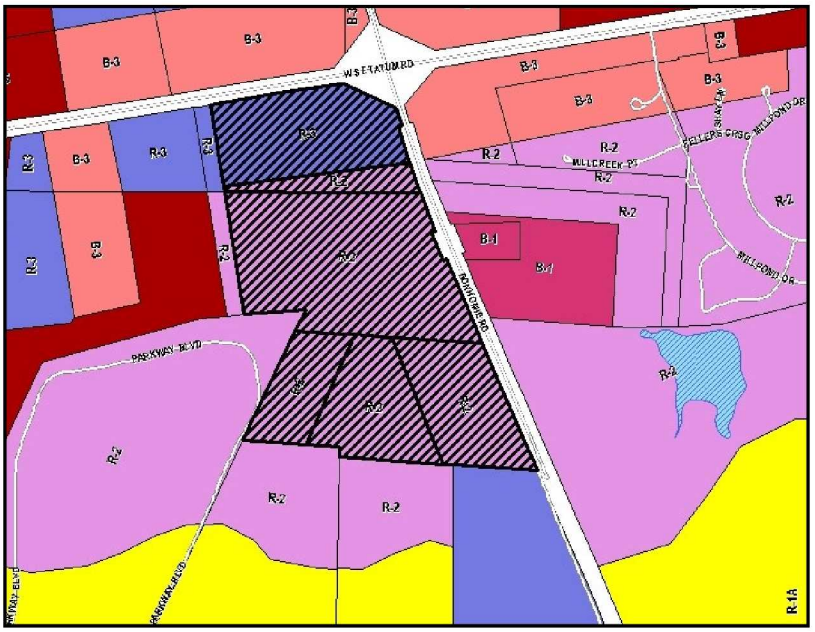
1. Recommend approval or denial of the request for Rezoning from R-3 Single Family Residential District and R-2 Two-Family Residential District to B-3 Community Business District for the subject parcels.




Subject Parcel:

# 103 WSF Tatum Dr./ Presbyterian Christian School

The Subject Site is located in a low density area along WSF Tatum Drive and Bonhomie Road. The site and the surrounding area are zoned with a mixture of R-2, R-3, B-1, B-3, and B-5.




This site, encompassing nearly 65 acres, has been the sight of development for an elementary and secondary school that can generate traffic before and after school hours. There is also some undeveloped forest land separating the schools. The placement of an electronic message board would aid in notifying faculty, staff, and parents of school functions and important dates.



The site is currently occupied by Presbyterian Christian School. The request is for a sign permit to erect an electronic message board with full color LED display with an overall sign height (ground to top of pole) of 19 ft.

# Surrounding Area



**Northern Direction:** North of the site include an undeveloped wooded area. This area is zoned B-3.



**Eastern Direction:** East of the site include an undeveloped wooded area. This area is zoned B-1, B-3, and R-2.



**Southern Direction:** South of the site include an undeveloped wooded area. This area is zoned R-2 and R-3.



**Western Direction:** West of the site include an undeveloped wooded area. This area is zoned R-2, R-3, and B-5.

**MINUTES OF THE**

**REGULAR MEETING OF THE**

**HATTIESBURG PLANNING COMMISSION**

**October 2, 2013**

The Hattiesburg Planning Commission did meet in a regular session on October 2, 2013 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

**Commissioners Present:**
Richard Conville, Chairman
Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

**Commissioners Absent:**
Don McClesky
Judy Corts
Jessie Wilson
Peggy Horton

**Also Present:**
Pattie Brantley, Director of Urban Development
Donovan Scruggs, Planning Manager
Michael Maret, Planner

Richard Conville, Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 1:10 P.M.

**INVOCATION** John Blanks gave the invocation.

**AGENDA REVIEW**

There came the matter of the October 2013 Agenda. Donovan Scruggs indicated that Kenny Sumrall's request should be included as item D under public hearings. A request was made by Chairman Conville for a motion to Approve or Deny the October 2013 Agenda as amended. A motion was made by Commissioner McMurtrey to Approve the October 2013 Agenda as amended and Seconded by Commissioner Pope.

**Commissioners voting aye:** Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

**Commissioners voting nay:** None

**Commissioners abstaining:** None

## MINUTES REVIEW

There came the matter of the September 4, 2013 minutes. A motion was made by Commissioner Linda McMurtrey and seconded by Commissioner Annie Pope to approve the minutes as presented.

**Commissioners voting aye:** Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

**Commissioners voting nay:** None

**Commissioners abstaining:** None

## REPORTS

### ENGINEERING REPORT

There came the matter of the Engineering Report. No report was submitted.

### BUILDING INSPECTION REPORT

There came the matter of the Building Inspection Report. Pattie Brantley informed that Bill Roger had retired.

**PLANNING REPORT**

There came the matter of the Planning Report. Planning Manager, Donovan Scruggs, informed the Commission that the APA Conference would be hosted in Hattiesburg and a course for commissioners was available for them to attend. He introduced Michael Maret who was hired on as a planner with the department.

**CHAIRMAN REPORT**

There came the matter of the Chairman's Report. No Report was submitted.

**PUBLIC HEARING**

Chairman Conville declared the Public Hearing open at 1:15 P.M. and explained the rules and procedures of the hearing.

**There came the matter of Item A (Rezoning)**, Chip Hill, Petitioner, on behalf of Kensington Woods Church of Christ, Owner, to change the zoning classification of certain property located at 415 South 40th Avenue (Parcels #051R-12-045.00, PPIN #007522, Ward 3), from R-1A (Single Family Residential) District to B-3 (Community Business) District.

| | Name | Address | City/State |
|---|---|---|---|
| **Presented by:** | Chip Hill | 415 South 15th Ave | Hattiesburg |
| **Proponents:** | None | | |
| **Opponents:** | None | | |
| **Other Comments:** | Kathy Yadrick | 419 South 40th Ave | Hattiesburg |

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Linda McMurtrey made a motion to approve the rezoning of Item A (rezoning) based on a public need achieved by placing properties within a more consistent zoning classification and allowing for potential expansions and uses as a church. The motion was seconded by John Banks. The vote to approve the zoning change is detailed below:

**Commissioners voting aye:** Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

**Commissioners voting nay:** Joseph White, Vice-Chairman

**Commissioners abstaining:** None

**There came the matter of Item B, (Use Permit on Review),** Robin Roberts, Petitioner, on behalf of Westminster Presbyterian Church, Owner, to request a "Use Permit on Review" for a Church located within certain zoning districts, particularly R-1A (Single Family Residential) and B-1 (Professional Business) Districts, for the following parcels: 107 North 25th Avenue (Parcels # 2-028J-08-212.00, PPIN # 16180 and 2-028J-08-211.00, PPIN # 16181), 106 North 24th Avenue (2-028J-08-232.00, PPIN # 16189), 108 North 24th Avenue (2-028J-08-231.00, PPIN # 16190), 110 North 24th Avenue (2-028J-08-230.00, PPIN # 16191), 200 North 24th Avenue (2-028J-08-229.00, PPIN # 16147), and 2304 Pearl Street (2-028J-08-242.00, PPIN # 16192).

| | Name | Address | City/State |
|---|---|---|---|
| **Presented by:** | Robin Roberts | POB 1953 | Hattiesburg |
| **Proponents:** | None | | |
| **Opponents:** | None | | |

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Joseph White made a motion to approve Item A for a "Use Permit on Review" for a church located in the R-1A (Single Family Residential) District and B-1 (Professional Business) District zoning districts based on a need to protect the stability, integrity, and character of Hattiesburg's residential neighborhood and the need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride. The motion was seconded by Annie Pope. The vote to approve the variance is detailed below:

**Commissioners voting aye:** Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

**Commissioners voting nay:** None

**Commissioners abstaining:** None

**There came the matter of Item C,** Matt Largen, Petitioner, on behalf of Presbyterian Christian School, Owner, to change the zoning classification of certain properties located at 103 WSF Tatum Road and 221 Bonhomie Road (Ward 5) from R-2 (Two-Family Residential) and R-3 (Multi-Family Residential) District to B-3 (Community Business).

| | Name | Address | City/State |
|---|---|---|---|
| **Presented by:** | Matt Largen | One Freedom Sq. | Laurel/MS |
| **Proponents:** | AJ Rhess | Presbyterian Christian School | Hattiesburg |
| **Opponents:** | None | | |

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. John Blanks made a motion to approve Item C to rezone only the single most northern parcel from R-3 (Multi Family Residential) and R-2 (Two-Family Residential) to B-3 (Community Business) based on the change in neighborhood character caused by the construction of the two schools and the Molpus Company to the east. The motion was seconded by Linda McMurtrey. The vote to approve the rezoning is detailed below:

**Commissioners voting aye:** Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

**Commissioners voting nay:** None

**Commissioners abstaining:** None

**There came the matter of Item D, (rezoning and use permit),** submitted by Kenny Sumrall, Petitioner, on behalf of D.M. Smith, Owner, to change the zoning classification of certain property located at 14 Old Highway 98 (Parcels # 2-049E-02-009.00, PPIN # 39643, Ward 5) from B-5 (Regional Business) District to I-1 (Light Industrial) District. The petitioner is also requesting a "Use Permit on Review" for a Junk Yard (specifically for towing and storing vehicles).

| | Name | Address | City/State |
|---|---|---|---|
| **Presented by:** | Kenny Sumrall | PO Box 15397 | Hattiesburg |
| **Proponents:** | Bill Dorsey | 14 Old Highway 98 | Hattiesburg |
| **Opponents:** | None | | |

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Linda McMurtrey made a motion to approve the rezoning requested of Item D from B-5 (Regional Business) District to I-1 (Light Industrial) District based on the change in neighborhood character as the area has experienced continued expansion along the Highway 49 corridor and approve the "Use Permit on Review" for a Junk Yard, with stipulations that it be no larger than 30,000 square feet, the storage area shall be concealed by a privacy fence and screened from view by a landscaped buffer, and vehicles not be kept there for longer than 45 days unless a court order says otherwise, based upon the need to preserve and encourage the stability of the Hattiesburg business community.

**Commissioners voting aye:** Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

**Commissioners voting nay:** None

**Commissioners abstaining:** None

There being no further business, the meeting was adjourned at 3:00 P.M.

_____
Richard Conville, Chairman

_____
Donovan Scruggs, Planning Manager

Prepared by: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601)545-4550

Return to: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403
(601)545-4550

INDEXING INSTRUCTIONS:

**ORDINANCE NUMBER _____**

**OF THE**

**CITY OF HATTIESBURG, MISSISSIPPI**

**AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR THE NORTHERNMOST 500 FEET ALONG WSF TATUM ROAD FOR CERTAIN PROPERTIES LOCATED SOUTH OF WSF TATUM DR AND WEST OF BONHOMIE RD (Parcel 039P-20-001.00, PPIN 6328, WARD 5), FROM R-2 (TWO-FAMILY RESIDENTIAL) AND R-3 (MULTI-FAMILY RESIDENTIAL) DISTRICTS TO B-3 (COMMUNITY BUSINESS) DISTRICT.**

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:**

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg,

Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommendation to APPROVE said change in zoning for the following reason:

There was a change in neighborhood character caused by the construction of the two schools and the Molpus Company to the east.

Said property is described as follows:

The northernmost five (500) feet of the parcel described below adjacent to and along WSF Tatum Road.

PPIN 6328:
A part and parcel of the SE ¼ of Section 20, of the SW ¼ of Section 21, of the NW ¼ of the NW ¼ of Section 28, and of the NE ¼ of the NE ¼ of Section 29, Township 4 North, Range 13 West, Forrest County, Mississippi, more particularly described as follows:

Commence at an iron pin at the Southeast corner of the SE ¼ of the SE ¼ of said Section 20; thence run N00$^{0}$08'49"E for 707.15 feet to a right-of-way marker on the South right-of-way line of WSF Tatum Drive and to the Point of Beginning; thence run S62$^{0}$24'59"E and along said South right-of-way for 328.82 feet to an iron pin on the West right-of-way line of Bonhomie Road; thence run S16$^{0}$51'57"E and along said West right-of-way line for 224.01 feet to a right-of-way marker; thence run Southerly along said West right-of-way line and along a curve to the left for 430.15 feet to a right-of-way marker, said curve having a radius of 4164.12 feet, a chord bearing of S19$^{0}$48'33"E, and a chord length of 429.96 feet; thence run S22$^{0}$58'16"E and along said West right-of-way line for 100.90 feet to a right-of-way marker; thence run S67$^{0}$01'39"W and along said West right-of-way line for 9.79 feet to a right-of-way marker; thence run S22$^{0}$50'29"E and along said West right-of-way line for 150.38 feet to a right-of-way marker; thence run N64$^{0}$44'01"E and along said West right-of-way line for 10.04 feet to an iron pin; thence run S22$^{0}$48'25"E and along said West right-of-way line for 657.60 feet to an iron pin at the Northeast corner of the Presbyterian Christian School, Inc. property; thence run N86$^{0}$09'58"W along the North line of the said

Presbyterian Christian School, Inc. property and along the North line of the City of Hattiesburg property for 1448.47 feet to an iron pin at a corner of the said City of Hattiesburg property; thence run N09$^{0}$27'22"W and along the East line of the said City of Hattiesburg property for 1394.05 feet to an iron pin on the South right-of-way line of WSF Tatum Drive; thence run N80$^{0}$31'07"E and along said South right-of-way line for 830.56 feet to the Point of Beginning; containing 42.31 acres, more or less.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by 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 foregoing Ordinance adopted and approved, this the_____day of_____ A.D., 2013.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the_____day of_____ A.D., 2013.

ATTEST: APPROVED:

| | |
|---|---|
| _____ | _____ |
| CITY CLERK | MAYOR |

Prepared by: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601)545-4550

Return to: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403
(601)545-4550

INDEXING INSTRUCTIONS:

**ORDINANCE NUMBER 3119**

**OF THE**

**CITY OF HATTIESBURG, MISSISSIPPI**

**AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE COMPREHENSIVE ZONING ORDINANCE NO. 2330, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR THE NORTHERNMOST 500 FEET ALONG WSF TATUM ROAD FOR CERTAIN PROPERTIES LOCATED SOUTH OF WSF TATUM DR AND WEST OF BONHOMIE RD (Parcel 039P-20-001.00, PPIN 6328, WARD 5), FROM R-2 (TWO-FAMILY RESIDENTIAL) AND R-3 (MULTI-FAMILY RESIDENTIAL) DISTRICTS TO B-3 (COMMUNITY BUSINESS) DISTRICT.**

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:**

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 2330, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommendation to APPROVE said change in zoning for the following reason:

There was a change in neighborhood character caused by the construction of the two schools and the Molpus Company to the east.

Said property is described as follows:

The northernmost five (500) feet of the parcel described below adjacent to and along WSF Tatum Road.

PPIN 6328:
A part and parcel of the SE ¼ of Section 20, of the SW ¼ of Section 21, of the NW ¼ of the NW ¼ of Section 28, and of the NE ¼ of the NE ¼ of Section 29, Township 4 North, Range 13 West, Forrest County, Mississippi, more particularly described as follows:

Commence at an iron pin at the Southeast corner of the SE ¼ of the SE ¼ of said Section 20; thence run N00°08'49"E for 707.15 feet to a right-of-way marker on the South right-of-way line of WSF Tatum Drive and to the Point of Beginning; thence run S62°24'59"E and along said South right-of-way for 328.82 feet to an iron pin on the West right-of-way line of Bonhomie Road; thence run S16°51'57"E and along said West right-of-way line for 224.01 feet to a right-of-way marker; thence run Southerly along said West right-of-way line and along a curve to the left for 430.15 feet to a right-of-way marker, said curve having a radius of 4164.12 feet, a chord bearing of S19°48'33"E, and a chord length of 429.96 feet; thence run S22°58'16"E and along said West right-of-way line for 100.90 feet to a right-of-way marker; thence run S67°01'39"W and along said West right-of-way line for 9.79 feet to a right-of-way marker; thence run S22°50'29"E and along said West right-of-way line for 150.38 feet to a right-of-way marker; thence run N64°44'01"E and along said West right-of-way line for 10.04 feet to an iron pin; thence run S22°48'25"E and along said West right-of-way line for 657.60 feet to an iron pin at the Northeast corner of the Presbyterian Christian School, Inc. property; thence run N86°09'58"W along the North line of the said Presbyterian Christian School, Inc. property and along the North line of the City of Hattiesburg property for 1448.47 feet to an iron pin at a corner of the said City of Hattiesburg property; thence run N09°27'22"W and along the East line of the said City of Hattiesburg property for 1394.05 feet to an iron pin on the South right-of-way line of WSF Tatum Drive; thence run N80°31'07"E and along said South right-of-way line for 830.56 feet to the Point of Beginning; containing 42.31 acres, more or less.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Comprehensive Zoning Ordinance No. 2330, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by Council member Naylor 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 foregoing Ordinance adopted

and approved, this the 22nd day of October A.D., 2013.

(S E A L)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the 22nd day of October A.D., 2013.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

# City of Hattiesburg, MS

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

## Master

### File Number: 2013-0689

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 2013-0689 | **Type:** | Regular Agenda Item | **Status:** | Passed |
| **Version:** | 1 | **Reference:** | | **In Control:** | City Council |
| | | | | **File Created:** | 10/15/2013 |
| **Brief Title:** | Westminster Presbyterian Church Use Permit | | | **Final Action:** | 10/22/2013 |
| | | | | **Minute Book Number:** | MB2013-314-315 |

**Title:**

Approve or Deny a petition filed by Robin Roberts, Petitioner, on behalf of Westminster Presbyterian Church of Hattiesburg, MS Inc., Owner, to request a "Use Permit on Review" for a Church for the following parcels: 107 North 25th Avenue (Parcels # 2-028J-08-212.00, PPIN # 16180 and 2-028J-08-211.00, PPIN # 16181), 106 North 24th Avenue (2-028J-08-232.00, PPIN # 16189), 108 North 24th Avenue (2-028J-08-231.00, PPIN # 16190), 110 North 24th Avenue (2-028J-08-230.00, PPIN # 16191), 200 North 24th Avenue (2-028J-08-229.00, PPIN # 16147), and 2304 Pearl Street (2-028J-08-242.00, PPIN # 16192). The Hattiesburg Planning Commission voted 5-0 to approve this request.

**Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | |
| **Attachments:** | Staff Summary Westminster Presbyterian Church of Hattiesburg, 115 N. 25th Av Image Pgs (Westminster Presbyterian Church), October 2013 PC Minutes | **Enactment Number:** | |
| **Contact:** | | **Meeting Date:** | 10/22/2013 |
| **Drafter:** | | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 10/22/2013 | Approve | | | | Pass |

**Action Text:** A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve a petition filed by Robin Roberts, Petitioner, on behalf of Westminster Presbyterian Church of Hattiesburg, MS Inc., Owner, to request a “Use Permit on Review” for a Church for the following parcels: 107 North 25th Avenue (Parcels # 2-028J-08-212.00, PPIN # 16180 and 2-028J-08-211.00, PPIN # 16181), 106 North 24th Avenue (2-028J-08-232.00, PPIN # 16189), 108 North 24th Avenue (2-028J-08-231.00, PPIN # 16190), 110 North 24th Avenue (2-028J-08-230.00, PPIN # 16191), 200 North 24th Avenue (2-028J-08-229.00, PPIN # 16147), and 2304 Pearl Street (2-028J-08-242.00, PPIN # 16192). The Hattiesburg Planning Commission voted 5-0 to approve this request.

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

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

Nays: 0

| | | |
|---|---|---|
| Yea: | 5 | Council Member Bradley<br>Council Member Delgado<br>Council Member Carroll<br>Council Member Dryden<br>Council Member Naylor |
| ΓEL-No Vote: | 0 | |

**Text of Legislative File 2013-0689**

## Title

Approve or Deny a petition filed by Robin Roberts, Petitioner, on behalf of Westminster Presbyterian Church of Hattiesburg, MS Inc., Owner, to request a "Use Permit on Review" for a Church for the following parcels: 107 North 25th Avenue (Parcels # 2-028J-08-212.00, PPIN # 16180 and 2-028J-08-211.00, PPIN # 16181), 106 North 24th Avenue (2-028J-08-232.00, PPIN # 16189), 108 North 24th Avenue (2-028J-08-231.00, PPIN # 16190), 110 North 24th Avenue (2-028J-08-230.00, PPIN # 16191), 200 North 24th Avenue (2-028J-08-229.00, PPIN # 16147), and 2304 Pearl Street (2-028J-08-242.00, PPIN # 16192). The Hattiesburg Planning Commission voted 5-0 to approve this request.

## Summary

## Budget Information

## Expenditure Type

## Purchasing Item

## Publication Information

**Planning Commission**
**Case Fact Sheet**

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**Names of Applicant:** Robin L. Roberts, Petitioner for Westminster Presbyterian Church of Hattiesburg, MS, Inc., Owner

| Address of Property: | Tax Parcels/Ward: | PPIN: | Ward: |
|---|---|---|---|
| 105 N. 25th Ave. | 2-028J-08-211.00 | 16181 | 4 |
| 200 N. 24th Ave. | 2-028J-08-229.00 | 16147 | 4 |
| 2304 Pearl St. | 2-028J-08-242.00 | 16192 | 4 |
| 107 N. 25th Ave. | 028J-08-212.00 | 16180 | 4 |
| 110 N. 24th Ave. | 028J-08-230.00 | 16191 | 4 |
| 108 N. 24th Ave. | 028J-08-231.00 | 16190 | 4 |
| 106 N. 24th Ave. | 028J-08-232.00 | 16189 | 4 |

---

**Request:** **Use Permit for a Church**

**Purpose of Request**: To consider an application for a **Use Permit on Review** that would allow all the parcels mentioned above to be used as the church campus.

**Applicant Summary:** Westminster Presbyterian Church ("WPC") was severely damaged and lost three buildings during the February 10, 2013, tornado. Repairs to the existing building are underway. Instead of rebuilding the three mission houses, WPC retained Albert & Associates to design an addition to incorporate all lost spaces into one structure. This addition will also house code upgrades to the public toilets, fellowship hall, and food prep area.

**Applicable Regulations:**

**SECTION 58** **SECTION 58 B-1 PROFESSIONAL BUSINESS DISTRICT**

**58.01 General Description**: The purpose of this business district is to provide areas for professional and business offices and related activities that require separate buildings and building groups

surrounded by landscaped yards and open areas. The intent is to provide compact locations for business offices, medical and dental offices, as well as suburban locations near residential neighborhoods.

**Present Zoning:** B-1 Professional Business District: PPIN # 16181, 16147, and 16192
R-1A Single Family Residential District PPIN# 16181, 16191, 16190, and 16189

**Present Use:** Parcels 028J-08-212.00 and 2-028J-08-211.00 are currently not being used but are under remodeling and the remaining parcels are vacant and may contain debris.

**Surrounding Land Use and Zoning:**

**North**: B-1 Professional Business District and R-1A Single Family Residential District and residential
**South**: B-1 Neighborhood Business, B-3 Community Business District, and R-1A Single Family Residential and residential
**East**: R-1A Single Family Residential District and residential
**West**: B-3 Community Business District and commercial

**Future Land Use Plan:** *Parcels 028J-08-212.00, 028J-08-230.00, 028J-08-231.00, 2-028J-08-229.00, and 2-028J-08-242.00 are shown in the 2008 Future Land Use Map as part of the* ***Neighborhood Conservation District 1- Downtown/Historic Neighborhoods*** *which is described as follows:*

District Overview: This Neighborhood Conservation District is primarily a residential district located adjacent to Downtown Hattiesburg and in older, established neighborhoods east of U>S. Highway 49. In this district, predominantly-residential land uses may be found that exhibit certain types of development patterns.

District Characteristics: The Characteristics of this district include the following: moderate-density single-family residences or residential lands along the city's original street system; certain two-family and multi-family uses constricted to the character of the surrounding neighborhood; buildings with shallow front and side yards; certain neighborhood business land uses that are compatible in design to the surrounding residential areas; and a higher overall density of development than modern or suburban neighborhoods.

District Land Uses: The following land uses should be found in this district: single family residential uses; certain two-family and multi-family residences, subject to use, density, and design guidelines; public and quasi-public uses, such as churches and schools; and small offices and retail uses clustered along collector streets or at the edges of neighborhoods and constructed to the same character as the surrounding residences.

*Parcels 028J-08-232.00 and 2-028J-08-229.00 are shown in the 2008 Future Land Use Map as part of the* ***Neighborhood Business District*** *which is described as follows:*

District Overview: The Neighborhood Business District is primarily a residential district located along the city's collector, minor arterial, and certain local streets. In this district, certain residential and low-intensity business uses may be found that exhibit development patterns that complement the residential, pedestrian-oriented character of surrounding neighborhoods.

District Characteristics: The characteristics of this district include the following: moderate-density single-family residences and certain two-family and multi-family uses; mixed-use buildings and developments; smaller, lower-intensity business developments that provide services to the neighborhood and community; and less-intensive commercial uses than are found in the Community Business District. Site development standards should include maximum building sizes, maximum residential densities, minimum and maximum building setbacks, building and site design elements, and provisions for pedestrian comfort and accessibility.

District Land Uses: The following land uses should be found in this district: single-family residential uses; two-family and multi-family residences, subject to use, density, and design guidelines; public and quasi-public uses, such as general indoor retail, specialty retail, service and office land uses that do not require the outdoor storage of goods or equipment.

**Most Nearly Bounded By (streets):** This parcel is bounded by Pearl Street to the north and Hardy Street to the south. North 25th Avenue is located to the west and North 24th Avenue is located to the east of the parcel.

**Adverse Influences:** Use permit would allow the church to utilize its entire area for a church campus. Additional congestion associated with this development will likely occur when services are being held.

**Positive Influences:** The church serves as a good buffer between the commercial areas to the west and south of the residential areas located to the north and east.

Continued investment in a neighborhood by providing essential services to the residents is positive. Similar uses have chosen to relocate to suburban areas along major corridors which encourages sprawl and inefficiencies.

**Letters or Concerns stated:**

The Planning Division Office has not received any letters or other written communications relative to this case, as of September 26, 2013. There are no letters of approval/denial from any of the adjoining property owners.

**Comments/ Recommendations:**

The applicant is requesting a Use Permit on Review that would allow for the entire property to be used for the church campus. Earlier applications have permitted the primary structure, but this application includes additional parcels purchased by the church.

The building was severely damaged by the February 2013 tornado, and renovations and expansions are being included with the repairs.

Because the buildings are situated in an R-1A District and B-1 District, approvals by the Planning Commission and City Council are required.

The R-1A and B-1 districts have dimensional limitations which are problematic for churches, schools, and similar institutional or assembly type buildings. This includes lot coverage limitations, buildable area restrictions, street accesses, and height.

**Basis for Approval:**

1. The need to protect the stability, integrity and character of Hattiesburg's residential neighborhood.

2. The need to reinforce Hattiesburg's quality of life, preserve neighborhood identity and boost community pride.

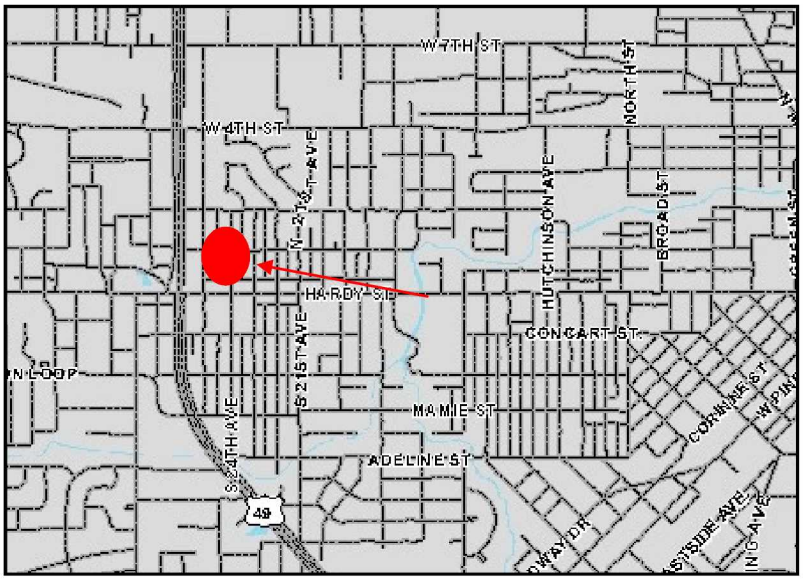
3. The public need for the proposed use, as opposed to the private interest of an individual.

**Options:**

1. Recommend approval or denial of the request for a **Use Permit on Review** for the properties included in the application. (2-028J-08-211.00 (16181), 2-028J-08-229.00 (16147), 2-028J-08-242.00 (16192), 028J-08-212.00 (16180), 028J-08-230.00 (16191), 028J-08-231.00 (16190), and 028J-08-232.00 (16189).

**Conditions:**

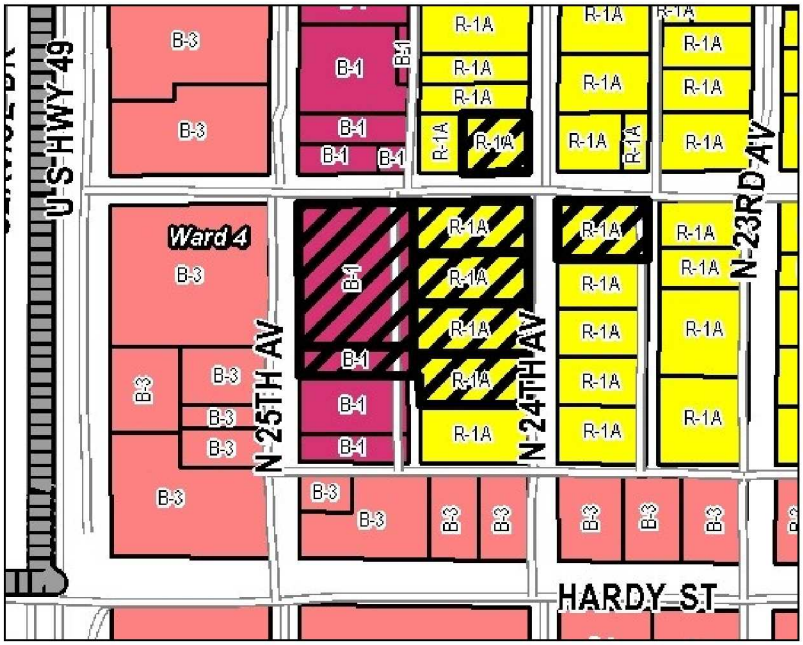
1. Improvements should not be bound by dimensional restrictions such as lot coverage, building size, and height requirement of the districts.




Subject Parcel:

## 115 N 25th Ave/ Westminster Presbyterian Church

The main area of the Subject Site is located within two blocks encased by 25th and 24th Avenues, with two additional parcels, one to the south and the other to the east of 24th Avenue and Pearl Street intersections. The area is a mix of zoning, including R1-A, B-1, and B-3.

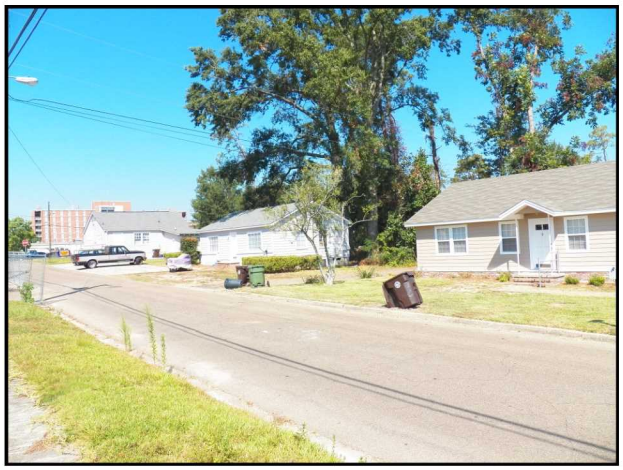



The site was damaged during the February 10, 2013, tornado. Damage was done to the church, adjacent church structures and residences, and other buildings in the surrounding area.



The main building of the church remains but is currently being repaired. Other areas of the parcels have debris from the tornado and/or construction. Request for use permit would allow for the use of all out parcels or church properties.

# Surrounding Area



**Northern Direction:** North of the site include rebuilt/ remodeled single-family residential and professional businesses that received substantial damage due to the tornado. This area is zoned R-1A and B-1.



**Eastern Direction:** East of the site include rebuilt/ remodeled single-family residences that received substantial damage due to the tornado. This area is zoned R-1A.



**Southern Direction:** South of the site include businesses not greatly impacted by the tornado. This area is zoned B-1 and B-3.



**Western Direction:** West of the site include professional businesses that were impacted greatly by the tornado. This area is zoned B-3.

**MINUTES OF THE**

**REGULAR MEETING OF THE**

**HATTIESBURG PLANNING COMMISSION**

**October 2, 2013**

The Hattiesburg Planning Commission did meet in a regular session on October 2, 2013 at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Richard Conville, Chairman, presided over the meeting. A quorum was indicated and the attendance was as follows:

**Commissioners Present:**
Richard Conville, Chairman
Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

**Commissioners Absent:**
Don McClesky
Judy Corts
Jessie Wilson
Peggy Horton

**Also Present:**
Pattie Brantley, Director of Urban Development
Donovan Scruggs, Planning Manager
Michael Maret, Planner

Richard Conville, Chairman, declared the regular meeting of the Hattiesburg Planning Commission open and in session at 1:10 P.M.

**INVOCATION** John Blanks gave the invocation.

**AGENDA REVIEW**

There came the matter of the October 2013 Agenda. Donovan Scruggs indicated that Kenny Sumrall's request should be included as item D under public hearings. A request was made by Chairman Conville for a motion to Approve or Deny the October 2013 Agenda as amended. A motion was made by Commissioner McMurtrey to Approve the October 2013 Agenda as amended and Seconded by Commissioner Pope.

**Commissioners voting aye:** Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

**Commissioners voting nay:** None

**Commissioners abstaining:** None

## MINUTES REVIEW

There came the matter of the September 4, 2013 minutes. A motion was made by Commissioner Linda McMurtrey and seconded by Commissioner Annie Pope to approve the minutes as presented.

**Commissioners voting aye:** Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

**Commissioners voting nay:** None

**Commissioners abstaining:** None

## REPORTS

### ENGINEERING REPORT

There came the matter of the Engineering Report. No report was submitted.

### BUILDING INSPECTION REPORT

There came the matter of the Building Inspection Report. Pattie Brantley informed that Bill Roger had retired.

**PLANNING REPORT**

There came the matter of the Planning Report. Planning Manager, Donovan Scruggs, informed the Commission that the APA Conference would be hosted in Hattiesburg and a course for commissioners was available for them to attend. He introduced Michael Maret who was hired on as a planner with the department.

**CHAIRMAN REPORT**

There came the matter of the Chairman's Report. No Report was submitted.

**PUBLIC HEARING**

Chairman Conville declared the Public Hearing open at 1:15 P.M. and explained the rules and procedures of the hearing.

**There came the matter of Item A (Rezoning)**, Chip Hill, Petitioner, on behalf of Kensington Woods Church of Christ, Owner, to change the zoning classification of certain property located at 415 South 40th Avenue (Parcels #051R-12-045.00, PPIN #007522, Ward 3), from R-1A (Single Family Residential) District to B-3 (Community Business) District.

| | Name | Address | City/State |
|---|---|---|---|
| **Presented by:** | Chip Hill | 415 South 15th Ave | Hattiesburg |
| **Proponents:** | None | | |
| **Opponents:** | None | | |
| **Other Comments:** | Kathy Yadrick | 419 South 40th Ave | Hattiesburg |

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Linda McMurtrey made a motion to approve the rezoning of Item A (rezoning) based on a public need achieved by placing properties within a more consistent zoning classification and allowing for potential expansions and uses as a church. The motion was seconded by John Banks. The vote to approve the zoning change is detailed below:

**Commissioners voting aye:** Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

**Commissioners voting nay:** Joseph White, Vice-Chairman

**Commissioners abstaining:** None

**There came the matter of Item B, (Use Permit on Review),** Robin Roberts, Petitioner, on behalf of Westminster Presbyterian Church, Owner, to request a "Use Permit on Review" for a Church located within certain zoning districts, particularly R-1A (Single Family Residential) and B-1 (Professional Business) Districts, for the following parcels: 107 North 25th Avenue (Parcels # 2-028J-08-212.00, PPIN # 16180 and 2-028J-08-211.00, PPIN # 16181), 106 North 24th Avenue (2-028J-08-232.00, PPIN # 16189), 108 North 24th Avenue (2-028J-08-231.00, PPIN # 16190), 110 North 24th Avenue (2-028J-08-230.00, PPIN # 16191), 200 North 24th Avenue (2-028J-08-229.00, PPIN # 16147), and 2304 Pearl Street (2-028J-08-242.00, PPIN # 16192).

| | Name | Address | City/State |
|---|---|---|---|
| **Presented by:** | Robin Roberts | POB 1953 | Hattiesburg |
| **Proponents:** | None | | |
| **Opponents:** | None | | |

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Joseph White made a motion to approve Item A for a "Use Permit on Review" for a church located in the R-1A (Single Family Residential) District and B-1 (Professional Business) District zoning districts based on a need to protect the stability, integrity, and character of Hattiesburg's residential neighborhood and the need to reinforce Hattiesburg's quality of life, preserve neighborhood identity, and boost community pride. The motion was seconded by Annie Pope. The vote to approve the variance is detailed below:

**Commissioners voting aye:** Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

**Commissioners voting nay:** None

**Commissioners abstaining:** None

**There came the matter of Item C,** Matt Largen, Petitioner, on behalf of Presbyterian Christian School, Owner, to change the zoning classification of certain properties located at 103 WSF Tatum Road and 221 Bonhomie Road (Ward 5) from R-2 (Two-Family Residential) and R-3 (Multi-Family Residential) District to B-3 (Community Business).

| | Name | Address | City/State |
|---|---|---|---|
| **Presented by:** | Matt Largen | One Freedom Sq. | Laurel/MS |
| **Proponents:** | AJ Rhess | Presbyterian Christian School | Hattiesburg |
| **Opponents:** | None | | |

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. John Blanks made a motion to approve Item C to rezone only the single most northern parcel from R-3 (Multi Family Residential) and R-2 (Two-Family Residential) to B-3 (Community Business) based on the change in neighborhood character caused by the construction of the two schools and the Molpus Company to the east. The motion was seconded by Linda McMurtrey. The vote to approve the rezoning is detailed below:

**Commissioners voting aye:** Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

**Commissioners voting nay:** None

**Commissioners abstaining:** None

**There came the matter of Item D, (rezoning and use permit),** submitted by Kenny Sumrall, Petitioner, on behalf of D.M. Smith, Owner, to change the zoning classification of certain property located at 14 Old Highway 98 (Parcels # 2-049E-02-009.00, PPIN # 39643, Ward 5) from B-5 (Regional Business) District to I-1 (Light Industrial) District. The petitioner is also requesting a "Use Permit on Review" for a Junk Yard (specifically for towing and storing vehicles).

| | Name | Address | City/State |
|---|---|---|---|
| **Presented by:** | Kenny Sumrall | PO Box 15397 | Hattiesburg |
| **Proponents:** | Bill Dorsey | 14 Old Highway 98 | Hattiesburg |
| **Opponents:** | None | | |

Chairman Conville declared the Public Hearing closed and the Business Meeting open to vote on the request. Linda McMurtrey made a motion to approve the rezoning requested of Item D from B-5 (Regional Business) District to I-1 (Light Industrial) District based on the change in neighborhood character as the area has experienced continued expansion along the Highway 49 corridor and approve the "Use Permit on Review" for a Junk Yard, with stipulations that it be no larger than 30,000 square feet, the storage area shall be concealed by a privacy fence and screened from view by a landscaped buffer, and vehicles not be kept there for longer than 45 days unless a court order says otherwise, based upon the need to preserve and encourage the stability of the Hattiesburg business community.

**Commissioners voting aye:** Joseph White, Vice-Chairman
Eric Martin
Annie Pope
Linda McMurtrey
John Blanks

**Commissioners voting nay:** None

**Commissioners abstaining:** None

There being no further business, the meeting was adjourned at 3:00 P.M.

_____
Richard Conville, Chairman

_____
Donovan Scruggs, Planning Manager

# City of Hattiesburg, MS

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

## Master

### File Number: 2013-94

**File ID:** 2013-94 **Type:** Resolution **Status:** Passed

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

**File Created:** 10/15/2013

**Brief Title:** Resolution determining the neccessity for and invoking the authority granted to municipalities and counties by the Legislature with respect to Tax Increment Financing determining that the "Hattiesburg Midtown Market Project, Hattiesburg, Mississi

**Final Action:** 10/22/2013

**Minute Book Number:** MB2013-315

**Title:**

Adopt Resolution determining the neccessity for and invoking the authority granted to municipalities and counties by the Legislature with respect to Tax Increment Financing as set forth in Chapter 45 of Title 21, Mississippi Code of 1972, as amended, determining that the "Hattiesburg Midtown Market Project, Hattiesburg, Mississippi, 2013" is a project eligible for Tax Increment Financing under the laws of the State, that a public hearing be conducted in connection with the Tax Increment Financing Plan for said project, and for related purposes.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Midtown Market Resolution & attachments, Exhibit A Tax ncrement Financing Plan, executed Midtown Market Resolution & attachments

**Enactment Number:**

**Contact:** Ron Farris

**Meeting Date:** 10/22/2013

**Drafter:** Ron Farris

**Effective Date:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 10/22/2013 | Adopt | | | | Pass |

**Action Text:** A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Adopt Resolution determining the necessity for and invoking the authority granted to municipalities and counties by the Legislature with respect to Tax Increment Financing as set forth in Chapter 45 of Title 21, Mississippi Code of 1972, as amended, determining that the "Hattiesburg Midtown Market Project, Hattiesburg, Mississippi, 2013" is a project eligible for Tax Increment Financing under the laws of the State, that a public hearing be conducted in connection with the Tax Increment Financing Plan for said project, and for related purposes.

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

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

Nays: 0

| | | |
|---|---|---|
| Yea: | 5 | Council Member Bradley |
| | | Council Member Delgado |
| | | Council Member Carroll |
| | | Council Member Dryden |
| | | Council Member Naylor |
| ΓEL-No Vote: | 0 | |

**Text of Legislative File 2013-94**

## Title

Adopt Resolution determining the neccessity for and invoking the authority granted to municipalities and counties by the Legislature with respect to Tax Increment Financing as set forth in Chapter 45 of Title 21, Mississippi Code of 1972, as amended, determining that the "Hattiesburg Midtown Market Project, Hattiesburg, Mississippi, 2013" is a project eligible for Tax Increment Financing under the laws of the State, that a public hearing be conducted in connection with the Tax Increment Financing Plan for said project, and for related purposes.

## Summary

Resolution determining the neccessity for and invoking the authority granted to municipalities and counties by the Legislature with respect to Tax Increment Financing determining that the "Hattiesburg Midtown Market Project, Hattiesburg, Mississippi, 2013" is a project eligible for Tax Increment Financing under the laws of the State, that a public hearing be conducted in connection with the Tax Increment Financing Plan for said project, and for related purposes.

## Budget Information

## Expenditure Type

## Purchasing Item

## Publication Information

Publish one (1) time in the Legal section November 1, 2013. Need two (2) proofs

The Mayor and City Council of the City of Hattiesburg, Mississippi, (the "Governing Body") took up for consideration the matter of the Tax Increment Financing Plan, Hattiesburg, Mississippi (Midtown Market Project) (the "Tax Increment Financing Plan"), and a resolution regarding such Tax Increment Financing Plan. After a full consideration and discussion of the matter, Councilperson _____ offered and moved the adoption of the following resolution:

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

**WHEREAS,** the Mississippi "Tax Increment Financing Act," Title 21, Chapter 45, Mississippi Code of 1972, as amended (the "Act"), authorizes municipalities and counties in the State of Mississippi to undertake and carry out redevelopment projects as defined therein with the use of Tax Increment Financing as set forth in detail in the Act;

**WHEREAS,** the Governing Body of the City, by prior action in accordance with the Act, conducted a public hearing and approved the Tax Increment Finance Redevelopment Plan, which Redevelopment Plan constitutes a qualified plan under the Act;

**WHEREAS,** University Mall, LLC (the "Developer") is proposing to develop a mixed – use project to be known as the Midtown Market Project (the "Project") in the City of Hattiesburg, Mississippi (the "City") and in a proposed TIF District as defined herein, and the Governing Body has been presented with a Tax Increment Financing Plan entitled the Tax Increment Financing Plan, Hattiesburg, Mississippi (Midtown Market Project), and hereinafter referred to as the "TIF Plan", a copy of which is attached hereto as **EXHIBIT A** and made a part hereof in its entirety, the purpose of which is to provide a financing mechanism to construct various improvements related to the Project as described in the TIF Plan;

**WHEREAS,** the Governing Body, in anticipation of certain beneficial improvements to properties located within the TIF District (as defined herein) did heretofore, on October 16, 2012, adopt a Resolution specifically setting forth the Governing Body's intent to consider the request for consideration of the TIF Plan and take other actions relating to the Project, all as set forth more fully therein;

**WHEREAS**, the Governing Body has heretofore identified various parts of the City in need of development and redevelopment and does hereby find that the TIF Plan is a project of major economic significance within the City and qualifies as a project eligible for Tax Increment Financing as set forth in the Redevelopment Plan, and participation on the part of the City is

necessary and would be in the public interest and in the best interest of the public health, safety, morals, and welfare of the City; and

**WHEREAS**, the City proposes to support issuance by the City of Tax Increment Limited Obligation Bonds, in one or more series, in an amount not to exceed **$5,000,000** which will be secured, on the City's part, solely by a pledge of the increased ad valorem taxes on real and/or personal property generated by development and construction in the TIF Plan District described in the TIF Plan (the "TIF District") with such pledge to be further restricted as provided in the TIF Plan, and which funds will be used to pay the cost of constructing various site and infrastructure improvements within or appurtenant to the TIF District including, but not limited to, clearance essential to the preparation of the Developer's Project area for use in accordance with the Redevelopment Plan; acquisition, clearance, reconstruction, rehabilitation of or upon properties within the Project Area for purposes of improving traffic, public transportation, public utilities, recreational, residential, commercial and community facilities and other public improvements in accordance with definite local objectives, and may include demolition or removal of existing buildings, structure, streets, utilities and other improvements; and the construction, expansion, renovation or repair of utilities, drainage facilities, streets, sidewalks, pedestrian ways and other roadways; installation, construction or reconstruction of streets, utilities and site improvements essential to the preparation and use of sites for uses in accordance with the Redevelopment Plan; and other improvements to encourage private redevelopment in accordance with the Redevelopment Plan (the "Improvements").

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

**SECTION 1.** That receipt of the Tax Increment Financing Plan, Hattiesburg, Mississippi (Midtown Market Project), is hereby acknowledged.

**SECTION 2.** That, as provided in the TIF Plan, Tax Increment Financing Bonds in the total principal amount not to exceed **$5,000,000** may be issued by the City to finance all or a part of the Improvements, which Bonds may be issued in one or more series for terms not to exceed twenty (20) years per series.

**SECTION 3.** That, if approved, the Bonds or Notes shall be secured solely by a pledge of a portion of the ad valorem tax revenues generated by the Redevelopment Project and shall not be secured by the full faith and credit of the City or create any other pecuniary liability on the part of the City other than the pledge of a portion of the incremental increase in ad valorem tax heretofore set forth. These Bonds shall never constitute an indebtedness of the City within the meaning of any state constitutional or statutory limitation.

**SECTION 4.** That a public hearing shall be held with respect to the TIF Plan at the regular meeting place of the Governing Body in the City Hall Council Chambers, 200 Forrest Street, Hattiesburg, Mississippi at 4:00 p.m. on November 18, 2013.

**SECTION 5.** That the Clerk is hereby directed to publish the notice attached as **EXHIBIT B** in *The Hattiesburg American*, a newspaper having a general circulation in the City and in which the City is authorized to publish legal notices, one (1) time not less than ten (10) days nor more than twenty (20) days prior to the date set forth in Section 4 hereof.

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

| | |
|---|---|
| Councilperson Kim Bradley | voted: _____ |
| Councilperson Deborah Delgado | voted: _____ |
| Councilperson Carter Carroll | voted: _____ |
| Councilperson Mary Dryden | voted: _____ |
| Councilperson Henry Naylor | voted: _____ |

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the _____ day of _____, 2013.

(SEAL)

**ATTEST:**

_____ _____

**CLERK OF COUNCIL** **PRESIDENT**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the _____ day of _____, 2013.

**ATTEST:**

_____ _____

**CITY CLERK** **MAYOR**

EXHIBIT A

TAX INCREMENT FINANCING PLAN

# TAX INCREMENT FINANCING PLAN
# HATTIESBURG, MISSISSIPPI
# (MIDTOWN MARKET PROJECT)

## SECTION 1: STATEMENT OF INTENT

The City Council of the City of Hattiesburg, Mississippi (the "Governing Body"), acting for and on behalf of the City of Hattiesburg, Mississippi (the "City") is authorized by Sections 21-45-1, et seq., Mississippi Code of 1972, as amended (the "Act"), to undertake redevelopment projects, including, but not limited to, the acquisition of project areas within the City necessary or incidental to the development or redevelopment of such areas, and to install, construct or reconstruct streets, utilities, public improvements, and site improvements essential to the preparation of sites for use in accordance with a redevelopment plan to encourage private redevelopment within the City.

In order to facilitate the development of the City and as required by the Act, the Governing Body heretofore adopted, and from time to time amended, the Tax Increment Financing Redevelopment Plan of 1996 for the City (the "Redevelopment Plan"). The Governing Body, acting for and on behalf of the City, is also authorized by the Act to issue Tax Increment Financing Bonds to finance redevelopment projects in the City.

University Mall, LLC, a Mississippi limited liability company, is proposing to develop a mixed-use project to be known as Midtown Market (the "Project") in the City and in a proposed TIF District as defined herein, the purpose of which is to provide a financing mechanism to construct various improvements related to the Project as described in the TIF Plan and, incident thereto, requests the City to participate, in cooperation with the County, in the construction of the Redevelopment Project (as defined hereinafter) by issuing tax increment limited obligation bonds in principal amount of up to, but not to exceed, $5,000,000.00 for a term of up to twenty (20) years (the "Bonds"), a portion of the proceeds of which will be used to pay the cost of constructing Improvements (as defined hereinafter) necessary for the Redevelopment Project, and Developer requests the City to pledge the increased ad valorem taxes on real and/or personal property (excluding City of Hattiesburg Public School District; Library of Hattiesburg, Petal and Forrest County; and Municipal Police and Firemen Municipal Retirement System taxes) generated by the Redevelopment Project in the TIF District as described in the TIF Plan as security for payment of the Bonds, said Bonds to be issued in one (1) or more series for terms not to exceed twenty (20) years.

St. John-Taylor Properties, LLC, a Mississippi limited liability company, joins in Developer's request as owner of certain of the real property to be included within the proposed TIF District associated with the Redevelopment Project, and specifically has consented in writing to inclusion of its property in the proposed TIF District.

Robert and Jill St. John join in Developer's request as owner of certain of the real property to be included within the proposed TIF District associated with the Redevelopment Project, and specifically have consented in writing to inclusion of their property in the proposed TIF District.

South 37th LLC, a Mississippi limited liability company, joins in Developer's request as owner of certain of the real property to be included within the proposed TIF District associated with the Redevelopment Project, and specifically has consented in writing to inclusion of its property in the proposed TIF District.

Regions Bank joins in Developer's request as owner of certain of the real property to be included within the proposed TIF District associated with the Redevelopment Project, and specifically has consented in writing to inclusion of its property in the proposed TIF District.

L&D, LLC, a Mississippi limited liability company, joins in Developer's request as owner of certain of the real property to be included within the proposed TIF District associated with the Redevelopment Project, and specifically has consented in writing to inclusion of its property in the proposed TIF District.

AS Exchange, LLC, a Mississippi limited liability company, joins in Developer's request as owner of certain of the real property to be included within the proposed TIF District associated with the Redevelopment Project, and specifically has consented in writing to inclusion of its property in the proposed TIF District.

Dr. Martin H. Baker, Sr. joins in Developer's request as owner of certain of the real property to be included within the proposed TIF District associated with the Redevelopment Project, and specifically has consented in writing to inclusion of his property in the proposed TIF District.

## SECTION 2: REDEVELOPMENT PROJECT DESCRIPTION

The Redevelopment Project includes approximately 27.95 acres more particularly described in **Exhibit "1"**, and as depicted in **Exhibit "2"** (collectively, the "Project Area").

The Redevelopment Project includes acquisition, clearance, reconstruction, rehabilitation of or upon properties within the Project Area for purposes of improving traffic, public transportation, public utilities, recreational, residential, commercial and community facilities and other public improvements in accordance with definite local objectives, and is expected to include installation, construction or reconstruction of streets, utilities and site improvements essential to the preparation of sites for uses in accordance with the Redevelopment Plan and Improvements to encourage private redevelopment in accordance with the Redevelopment Plan.

The Project seeks to redevelop a conventional retail strip center and adjacent undeveloped land into a major mixed-use project featuring pedestrian-friendly, open-air formats that blend retail, office and residential space to attract workers, shoppers and residents, in accordance with the Redevelopment Plan, including (i) the phased improvement and redevelopment of existing commercial properties and infrastructure within the Project Area, and (ii) the construction upon undeveloped property owned by South 37th LLC of a cottage courtyard residential neighborhood consisting of approximately twenty-six (26) new homes. The non-binding draft conceptual long-term development plan produced through charrette sponsored by the City in 2013 (the "Draft Conceptual Development Plan") is attached as **Exhibit "3"**.

The Improvements necessary to induce and support the Redevelopment Project include, but are not limited to, clearance essential to the preparation of the Developer's Project area for use in accordance with the Redevelopment Plan; acquisition, clearance, reconstruction, rehabilitation of or upon properties within the Project Area for purposes of improving traffic, public transportation, public utilities, recreational, residential, commercial and community facilities and other public improvements in accordance with definite local objectives, and may include demolition or removal of existing buildings, structure, streets, utilities and other improvements; and the construction, expansion, renovation or repair of utilities, drainage facilities, streets, sidewalks, pedestrian ways and other roadways; installation, construction or reconstruction of streets, utilities and site improvements essential to the preparation and use of sites for uses in accordance with the Redevelopment Plan; and other improvements to encourage private redevelopment in accordance with the Redevelopment Plan, all located within approximately 27.95 acres described in **Exhibit "1"**. The Improvements are necessary to induce and support development of the Redevelopment Project and the Tax Increment Financing District.

## SECTION 3: DEVELOPER'S INFORMATION

| | | |
|---|---|---|
| (a) | Name: | University Mall, LLC |
| (b) | Address: | Post Office Box 17318, Hattiesburg, MS 39404 |
| (c) | Telephone Number: | 601.264.0672 |
| (d) | Facsimile | 601.264.0681 |
| (e) | Tax identification number: | 640903264 |
| (f) | The Developer's contact for the Redevelopment Project is: Ronald D. Farris | |
| (g) | Telephone Number: | 601.354.1458 |
| | Facsimile: | 888.503.0660 |

## SECTION 4: ECONOMIC DEVELOPMENT IMPACT DESCRIPTION

(a) Job creation: It is estimated that the Redevelopment Project will substantially increase permanent employment opportunities for residents of the City and the County with attendant increases in payroll. It is projected based upon the Draft Conceptual Plan that there will be in excess of 280 construction jobs created over the projected three (3) phases required to complete construction associated with the Redevelopment Project, and post-construction placement of the Project in service is projected to result in numerous new regular and part time and/or seasonal jobs.

(b) Investment: Total cost of the Redevelopment Project is estimated, based upon the Draft Conceptual Plan, to be approximately $34,900,000.00.

(c) Financial benefits: It is conservatively estimated the Redevelopment Project will result in the creation of estimated additional real property and personal property ad valorem tax revenues accruing annually to the City and the County as set forth in **Exhibit "4"** attached hereto and the creation of estimated additional school district taxes accruing annually to the City of Hattiesburg Public School District of approximately $81,016 for phase 1, an additional $107,292.60 for phase 2, and an additional $99,345 for phase 3.

## SECTION 5: STATEMENT OF THE OBJECTIVES FOR THE TAX INCREMENT FINANCING PLAN

The objective of Midtown Market Tax Increment Financing Plan is to construct the Improvements that will induce construction of the Redevelopment Project and foster development of the Redevelopment Area, as same is defined in the Redevelopment Plan.

The Improvements are essential to the preparation of the Project Area for uses in accordance with the Redevelopment Plan and this Tax Increment Financing Plan and public improvements necessary to encourage private redevelopment in accordance with the Redevelopment Plan and this Tax Increment Financing Plan. The Improvements will provide improved public access, public safety, drainage, water and sewer; help eliminate defective or inadequate street and lot layout; address existing challenges involving obsolete planning, deterioration, age, obsolescence, inadequate provision for open spaces, pedestrian access and density of population; and allow for development of new and revitalized public and private spaces within an established and aging urban area in accordance with modern urban planning practices and overall development and redevelopment goals of the City and County, all within the Tax Increment Financing District (as defined in Section 8 herein below). Certain of the Improvements will be dedicated to the City and available to the general public on a continuous basis and made available to the City and County for such purposes.*

The public convenience and necessity require participation by the City and the County and the public interest will be served by such participation by (i) the creation of approximately 280 construction jobs over construction of three (3) phases of the Redevelopment Project as presently conceptualized (see **Exhibit "3"**); (ii) the creation upon full build-out of approximately 200 additional full-time/part-time jobs, injecting increased payroll into the economy of the City; (iii) the creation, upon full build out of estimated additional real property and personal property ad valorem tax revenues accruing annually to the City and the County (see **Exhibit "4"**); and (iv) the creation of estimated additional school district taxes accruing annually to the City of Hattiesburg Public School District of approximately $81,016 for phase 1, an additional $107,292.60 for phase 2, and an additional $99,345 for phase 3.

* Certain of the Improvements have been completed and are intended for dedication to the City as a part of the Redevelopment Plan and Tax Increment Financing Plan proposed to be adopted, as set forth and acknowledged in that certain Resolution adopted by the City on October 16, 2012.

## SECTION 6: STATEMENT INDICATING THE NEED OF PROPOSED USE OF THE TAX INCREMENT FINANCING PLAN IN RELATIONSHIP TO THE REDEVELOPMENT PLAN

The need and proposed use of the Midtown Market Tax Increment Financing Plan would be to provide an economic development incentive for the construction of improvements on vacant land and land in need of redevelopment in the City and the County as described in Sections 2, 5 and 8 herein.

## SECTION 7: STATEMENT CONTAINING THE COST ESTIMATES OF THE REDEVELOPMENT PROJECT AND THE PROJECTED SOURCES OF REVENUE TO BE USED TO MEET THE COSTS INCLUDING ESTIMATES OF TAX INCREMENT AND THE TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

Tax increment financing in the amount not to exceed $5,000,000.00 is requested to fund all or a part of the Improvements, fund capitalized interest, pay costs of issuance for the Bonds, pay related engineering fees, attorney's fees, TIF Plan preparation fees and other related soft costs.

The Bonds will be issued by the City and will be special obligations of the City secured by the ad valorem tax payments as more fully described in Section 10 hereof provided, however, the Bonds will not be secured by ad valorem tax payments for the City of Hattiesburg Public School District; the Library of Hattiesburg, Petal and Forrest County; or the Municipal Police and Firemen Municipal Retirement System.

The term of the obligation as to any series of bonds will not exceed twenty (20) years. The estimated cost of public improvements within the Redevelopment Project is projected to be approximately $5,268,300.00. Estimated annual ad valorem tax revenue resulting from the construction of the Redevelopment Project is set forth in **Exhibit "4"**. It is requested that the incremental increase in ad valorem tax revenues to the City and the County generated by the Redevelopment Project, as duly pledged, be diverted to the payment of the tax increment debt obligations of the City.

Proceeds of the Bonds may also be used to pay cost of issuance for the Bonds, fund capitalized interest and any reserve deemed advisable in connection with retirement of the Bonds, related engineering fees, attorneys' fees, TIF Plan preparation fees, and other related soft costs.

Certain of the Improvements will be dedicated to the City for use by the general public and will be constructed on land, rights of way or easements owned or to be owned by the City made available for such purposes. The City and/or the County may enter into an agreement with the Developer whereby the Developer will agree to acquire, construct, operate and maintain the Redevelopment Project and Improvements included upon land which is part of the Redevelopment Project under this Tax Increment Financing Plan.

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

## SECTION 8: LIST OF ALL REAL PROPERTY TO BE INCLUDED IN THE TAX INCREMENT FINANCING PLAN (the "Tax Increment Finance District")

The Redevelopment Project will be constructed on the 27.95 acre tract of real property described in **Exhibit "1"** attached hereto. A depiction of the various parcels comprising the 27.95 tract is shown on **Exhibit "2"** attached hereto.

## SECTION 9: DURATION OF THE TAX INCREMENT FINANCING PLAN'S EXISTENCE

The duration of the Tax Increment Financing Plan for the Redevelopment Project is for a period not to exceed twenty (20) years from the date of the last issue of TIF Bonds pursuant to the Redevelopment Plan, or any refunding or restructure of the TIF Bonds.

## SECTION 10: STATEMENT OF THE ESTIMATED IMPACT OF THE TAX INCREMENT FINANCING PLAN UPON THE REVENUES OF ALL TAX JURISDICTIONS IN WHICH THE REDEVELOPMENT PROJECT IS LOCATED

The estimates of tax increment revenue (excluding City of Hattiesburg Public School District; Library of Hattiesburg, Petal and Forrest County; and Municipal Police and Firemen Municipal Retirement System taxes) resulting from the construction of the Redevelopment Project are set forth in **Exhibit "4"**; in addition, the Redevelopment Project is projected to result in the creation of estimated additional school district taxes accruing annually to the City of Hattiesburg Public School District of approximately $81,016 for phase 1, an additional $107,292.60 for phase 2, and an additional $99,345 for phase 3.

## SECTION 11: STATEMENT REQUIRING THAT A SEPARATE FUND BE ESTABLISHED TO RECEIVE AD VALOREM TAXES AND THE PROVISIONS OF ANY OTHER FINANCIAL DISCLOSURE

In accordance with Mississippi Law, a separate fund will be established to receive ad valorem taxes and the City and/or County will make provision for all financial disclosure required by law.

**SECTION 12: THE GOVERNING BODY SHALL BY RESOLUTION FROM TIME TO TIME DETERMINE**

(a) the division of ad valorem tax receipts, if any, that may be used to pay for the cost of all or any part of a redevelopment project;

(b) the duration of time in which such taxes may be used for such purposes;

(c) the City shall issue bonds for such redevelopment project; and

(d) such other restrictions, rules and regulations as in the sole discretion as in the governing body of the City or the County shall be necessary in order to promote and protect the public interest.

# EXHIBIT 1

**Legal Description**
**for**
**MID TOWN MARKET**
**TIF PARCEL**
**August 9, 2013**

A parcel of land located in the Northwest ¼ of the Southwest ¼ of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi and being more particularly described as follows:

Commence at the Southwest Corner of the Northwest ¼ of the Southwest ¼ of said Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi; Thence run East along the south line of said Northwest ¼ of the Southwest ¼ for 672.6 feet to the Southwest Corner of property owned by South 37th LLC, and the Point of Beginning. Thence run North along the west boundary of property owned by said South 37th LLC, for 408.87 feet to the Southeast corner of property owned by Deposit Guaranty Bank (Regions); thence run North 88 degrees 41 minutes 12 seconds West along the South boundary of property owned by said Deposit Guaranty Bank (Regions) for 651.78 feet to the East Right-of-Way line of 40th Avenue; thence run North 00 degrees 23 minutes 29 seconds West along said East Right-of-Way line of 40th Avenue for 326.82 feet to a point on the North boundary of a Street Deed (Proposed Offerral Street); thence along the north boundary of said street deed for the following two calls: run North 89 degrees 33 minutes 00 seconds East for 10.07 feet; thence run along a curve to the left for 84.30 feet, said curve having a radius of 75.00 feet, an included angle of 64 degrees 23 minutes 55 seconds, chord bearing of North 55 degrees 51 minutes 06 seconds East and a Chord length of 79.93 feet; thence run along a curve to the right for 76.72 feet to a point on the boundary of property owned by University Mall, LLC., said curve having a radius of 144.42 feet, an included angle of 30 degrees 26 minutes 12 seconds, chord bearing of North 37 degrees 21 minutes 08 seconds East and a Chord length of 75.82 feet; thence leaving the north boundary of said street deed, run along the boundary of University Mall, LLC for the following two calls: run South 88 degrees 54 minutes 00 seconds East for 171.17 feet; thence run North 01 degree 11 minutes 51 seconds East for 199.84 feet to a point on the South boundary of property owned by AS Exchange, LLC.; thence leaving said boundary of University Mall, LLC. run along the boundary of AS Exchange, LLC. for the following three calls: run North 88 degrees 51 minutes 37 seconds West for 141.20 feet; thence run North for 108.90 feet; thence run North 70 degrees 35 minutes 23 seconds East for 46.51 feet to the SW corner of property owned by Bank of Hattiesburg; thence run North 01 degree 13 minutes 23 seconds East along West boundary of property owned by Bank of Hattiesburg for 125.00 feet to the south Right-of-Way Line of US Hwy 98; thence run South 88 degrees 52 minutes 42 seconds East along said south Right-of-Way for 899.27 feet to the NW corner of property owned by Royal Oaks Rental Property, LLC.; thence leaving said south Right-of-Way of US Hwy 98 run along the boundary of Royal Oaks Rental Property, LLC for the following two calls: run South 00 degrees 39 minutes 57 seconds East for 150.00 feet; thence run South 88 degrees 48 minutes 36 seconds East for 150.00 feet to the West Right-of-Way line of 37th Avenue; thence leaving the boundary of Royal Oaks Rental Property, LLC run along the West Right-of-Way line of 37th Avenue for the following two calls: run South 00 degrees 00

minutes 44 seconds East for 665.27 feet; thence run South 00 degrees 03 minutes 31 seconds East for 468.50 feet to the SE corner of property owned by South 37th LLC.; thence run West along South boundary of property owned by South 37th LLC for 600.48 feet back to the Point of Beginning.

Said parcel contains 27.95 acres more or less.

## EXHIBIT 2

## PLAT OF PROPOSED MIDTOWN MARKET TAX INCREMENT FINANCING DISTRICT
(August 9, 2013)

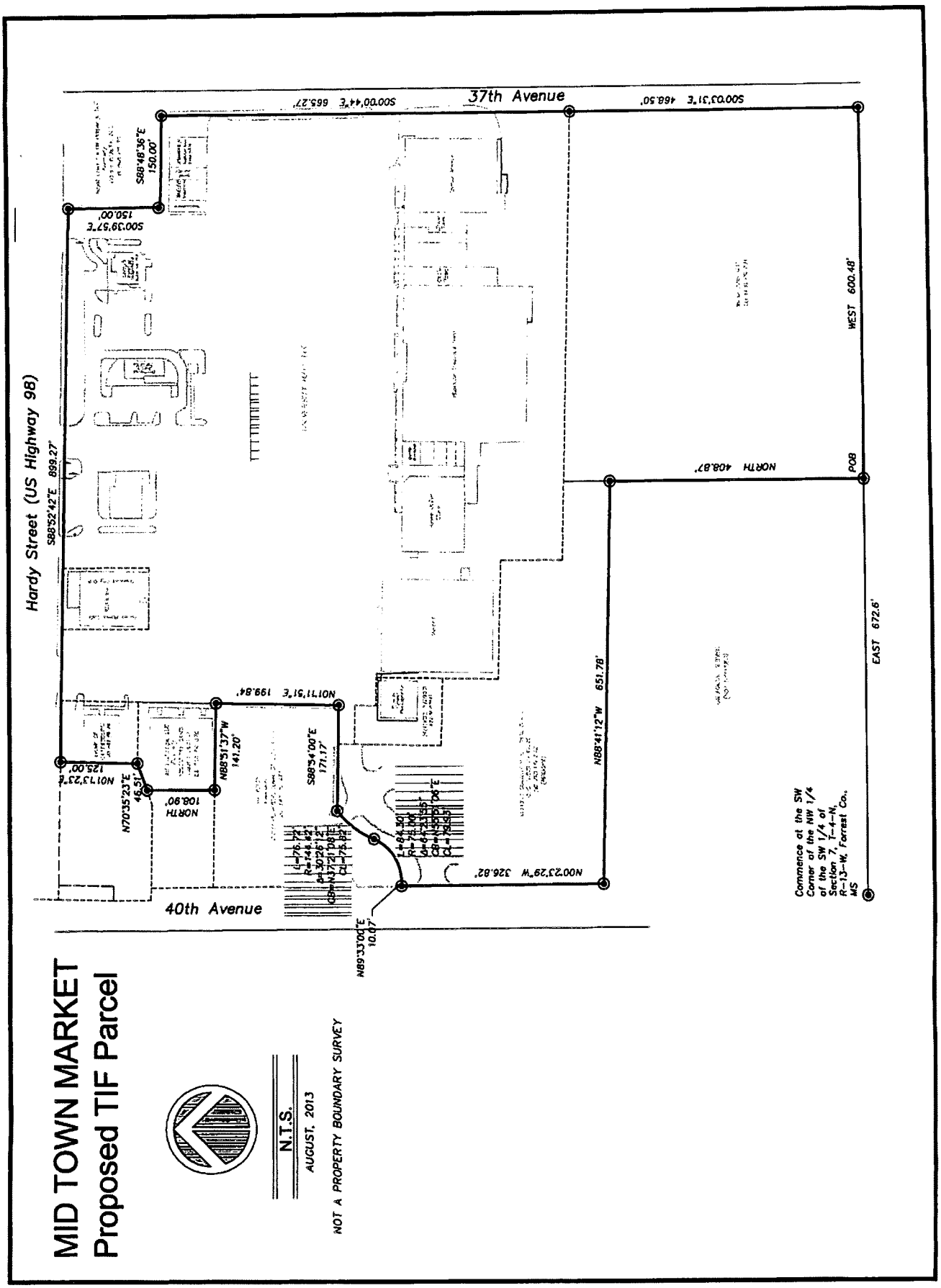

MID TOWN MARKET
Proposed TIF Parcel
N.T.S.
AUGUST, 2013
NOT A PROPERTY BOUNDARY SURVEY
37th Avenue
40th Avenue
Hardy Street (US Highway 98)
S88°48'36"E 150.00'
S00°39'57"E 150.00'
S88°52'42"E 899.27'
S00°00'44"E 665.27'
S00°03'31"E 468.50'
WEST 600.48'
NORTH 408.87'
POB
EAST 672.6'
N88°41'12"W 651.78'
N00°23'29"W 326.82'
N89°33'00"E 10.07'
N01°11'51"E 199.84'
N88°51'37"W 141.20'
S88°54'00"E 171.17'
N01°13'23"E 125.00'
N70°35'23"E 46.51'
NORTH 108.90'
Commence at the SW Corner of the NW 1/4 of the SW 1/4 of Section 7, T-4-N, R-13-W, Forrest Co., MS

**Exhibit 2**

# EXHIBIT 3

## DRAFT CONCEPUTAL DEVELOPMENT PLAN (NON-BINDING)

## (City of Hattiesburg Charrette – December 18, 2012)

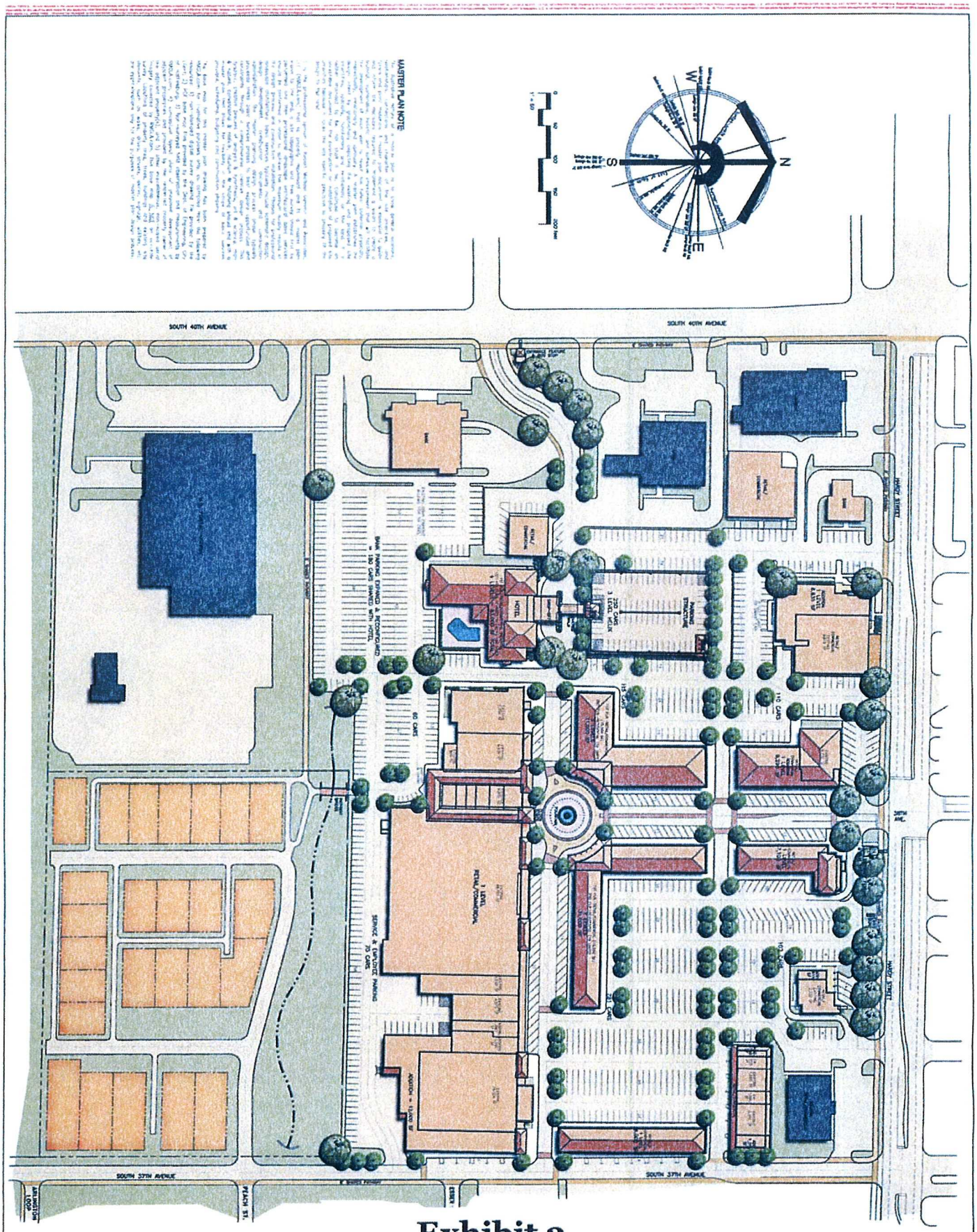



**Exhibit 3**

MP 1.0

# DRAFT CONCEPTUAL DEVELOPMENT PLAN

## MIXED USE REDEVELOPMENT

HATTIESBURG, MISSISSIPPI FORREST COUNTY

# EXHIBIT 4

## PROJECTIONS AND ANALYSIS

**(Government Consultants – Phase I: 8/14/13 and Phases II and III: 9/5/13)**

HATTIESBURG MIDTOWN MARKET TIF – REVISED PRELIMINARY CALCULATIONS - INFORMATION PROVIDED BY RON FARRIS

Scenario 3 - Tax Incremental Project Revenue Projections - 15 Year Financing 8/14/2013

| Projected - Assessment True Values: | | |
|---|---|---|
| Real Property & Personal Required Incremental Increases | 8,155,025 | |
| Personal Property | | |
| Grand Totals - Estimated Assessment True Values | | 8,155,025 |
| Assessment % for Commercial Property | | 15.00% |
| Total Estimated Assessed Valuations | | 1,223,254 |

| Projected Pledged TIF Revenues | City | County |
|---|---|---|
| Total Estimated Property Assessed Valuations | 1,223,254 | 1,223,254 |
| Tax Millage Pledged to the TIF Project | 41.08 | 55.08 |
| Incremental Increase in Property Tax Revenues | 50,251 | 67,377 |
| County Pledge of Incremental Increase | | 100.00% |
| Pledged Property Tax Revenues | 50,251 | 67,377 |
| Less Tax on Property Before TIF' | | (5,000) |
| Pledged Sales Tax Revenues | 0 | 0 |
| Incremental Ad Valorem Tax Revenues Available for TIF Project | 50,251 | 62,377 |
| Less: Debt Service Coverage Requirement | 115.00% | 115.00% |
| Projected Revenues available for Debt Service | 43,697 | 54,241 |

| Supportable Debt Assumptions: | | | |
|---|---|---|---|
| - Life of Bond Issue | 15 years | | |
| - Capitalized Interest | 0 year | | |
| - Interest Rate (taxable) | 5.00% | | |
| - Avg Annual Payment | 97,937 | | |
| | City | County | Total |
| - Supportable Debt | 453,557 | 563,000 | 1,016,557 |
| - Available Revenues | 50,251 | 62,377 | 112,628 |
| - Debt Service Coverage | 115.00% x's | 115.00% x's | 115.00% x's |
| - Percentage of Bond Issue | 44.62% | 55.38% | 100.00% |

| Bond Issue Proceeds Available to Project | | |
|---|---|---|
| Tax Increment Bond Issue | 1,015,000 | 100.00% |
| Less: | | |
| Capitalized Interest | 0 | 0.00% |
| Debt Service Reserve Fund | 0 | 0.00% |
| Cost of Issuance | (50,750) | -5.00% |
| Net to Developer - without cap interest | 964,250 | 95.00% |

**Exhibit 4 (p. 1 of 3)**

**HATTIESBURG MIDTOWN MARKET TIF - PRELIMINARY CALCULATIONS FOR PHASE 2**

Phase 2 - Tax Incremental Project Revenue Projections - 15 Year Financing 9/5/2013

| Projected - Assessment True Values: | | |
|---|---|---|
| Real Property & Personal Required Incremental Increases | 10,800,000 | |
| Personal Property | | |
| Grand Totals - Estimated Assessment True Values | | 10,800,000 |
| Assessment % for Commercial Property | | 15.00% |
| Total Estimated Assessed Valuations | | 1,620,000 |

| Sales Tax Assumptions | |
|---|---|
| Gross Sales in TIF Project | 0 |
| Less Projected % of Existing "Relocated" Sales | 0.00% |
| New Sales Created by TIF Project | 0 |
| New Sales Tax Dollars Generated back to City | 0 |
| % of New Sales Tax Dollars Pledged to TIF Project | 0.00% |

| Projected Pledged TIF Revenues | City | County |
|---|---|---|
| Total Estimated Property Assessed Valuations | 1,620,000 | 1,620,000 |
| Tax Millage Pledged to the TIF Project | 41.08 | 55.08 |
| Incremental Increase in Property Tax Revenues | 66,550 | 89,230 |
| County Pledge of Incremental Increase | | 100.00% |
| Pledged Property Tax Revenues | 66,550 | 89,230 |
| Less Tax on Property Before TIF' | | (5,000) |
| Pledged Sales Tax Revenues | 0 | 0 |
| Incremental Ad Valorem Tax Revenues Available for TIF Project | 66,550 | 84,230 |
| Less: Debt Service Coverage Requirement | 115.00% | 115.00% |
| Projected Revenues available for Debt Service | 57,869 | 73,243 |

| Supportable Debt Assumptions: | | | |
|---|---|---|---|
| - Life of Bond Issue | 15 years | | |
| - Capitalized Interest | 0 year | | |
| - Interest Rate (taxable) | 5.00% | | |
| - Avg Annual Payment | 131,112 | | |
| | City | County | Total |
| - Supportable Debt | 600,663 | 760,239 | 1,360,901 |
| - Available Revenues | 66,550 | 84,230 | 150,779 |
| - Avg. Annual Debt Service | $57,869 | $73,243 | 131,112 |
| - Debt Service Coverage | 115.00% x's | 115.00% x's | 115.00% x's |
| - Percentage of Bond Issue | 44.14% | 55.86% | 100.00% |

| Bond Issue Proceeds Available to Project | | |
|---|---|---|
| Tax Increment Bond Issue | 1,360,000 | 100.00% |
| Less: | | |
| Capitalized Interest | 0 | 0.00% |
| Debt Service Reserve Fund | 0 | 0.00% |
| Cost of Issuance | (68,000) | -5.00% |
| Net to Developer - without cap interest | 1,292,000 | 95.00% |

**HATTIESBURG MIDTOWN MARKET TIF - PRELIMINARY CALCULATIONS FOR PHASE 3**

Phase 3 - Tax Incremental Project Revenue Projections - 15 Year Financing 9/5/2013

| Projected - Assessment True Values: | | |
|---|---|---|
| Real Property & Personal Required Incremental Increases | 10,000,000 | |
| Personal Property | | |
| Grand Totals - Estimated Assessment True Values | | 10,000,000 |
| Assessment % for Commercial Property | | 15.00% |
| Total Estimated Assessed Valuations | | 1,500,000 |

| Sales Tax Assumptions | |
|---|---|
| Gross Sales in TIF Project | 0 |
| Less Projected % of Existing "Relocated" Sales | 0.00% |
| New Sales Created by TIF Project | 0 |
| New Sales Tax Dollars Generated back to City | 0 |
| % of New Sales Tax Dollars Pledged to TIF Project | 0.00% |

| Projected Pledged TIF Revenues | City | County |
|---|---|---|
| Total Estimated Property Assessed Valuations | 1,500,000 | 1,500,000 |
| Tax Millage Pledged to the TIF Project | 41.08 | 55.08 |
| Incremental Increase in Property Tax Revenues | 61,620 | 82,620 |
| County Pledge of Incremental Increase | | 100.00% |
| Pledged Property Tax Revenues | 61,620 | 82,620 |
| Less Tax on Property Before TIF' | | (5,000) |
| Pledged Sales Tax Revenues | 0 | 0 |
| Incremental Ad Valorem Tax Revenues Available for TIF Project | 61,620 | 77,620 |
| Less: Debt Service Coverage Requirement | 115.00% | 115.00% |
| Projected Revenues available for Debt Service | 53,583 | 67,496 |

| Supportable Debt Assumptions: | | | |
|---|---|---|---|
| - Life of Bond Issue | 15 years | | |
| - Capitalized Interest | 0 year | | |
| - Interest Rate (taxable) | 5.00% | | |
| - Avg Annual Payment | 121,078 | | |
| | City | County | Total |
| - Supportable Debt | 556,169 | 700,582 | 1,256,751 |
| - Available Revenues | 61,620 | 77,620 | 139,240 |
| - Avg. Annual Debt Service | $53,583 | $67,496 | 121,078 |
| - Debt Service Coverage | 115.00% x's | 115.00% x's | 115.00% x's |
| - Percentage of Bond Issue | 44.25% | 55.75% | 100.00% |

| Bond Issue Proceeds Available to Project | | |
|---|---|---|
| Tax Increment Bond Issue | 1,255,000 | 100.00% |
| Less: | | |
| Capitalized Interest | 0 | 0.00% |
| Debt Service Reserve Fund | 0 | 0.00% |
| Cost of Issuance | (62,750) | -5.00% |
| Net to Developer - without cap interest | 1,192,250 | 95.00% |

**EXHIBIT B**
**LEGAL NOTICE**

**NOTICE OF PUBLIC HEARING**
**TAX INCREMENT FINANCING PLAN**
**HATTIESBURG, MISSISSIPPI**
**(MIDTOWN MARKET PROJECT)**

Notice is hereby given that the Mayor and City Council of the City of Hattiesburg, Mississippi (the "Governing Body" of the "City"), will hold a public hearing on November 18, 2013 at 4:00 p.m. at City Hall, Council Chambers, 200 Forrest Street, Hattiesburg, Mississippi, on the Tax Increment Financing Plan, Hattiesburg, Mississippi (Midtown Market Project) (the "TIF Plan") presented for consideration by the Governing Body and requesting that the TIF Plan be approved in compliance with the Tax Increment Financing Redevelopment Plan for the City and, further, to designate the project described in the Tax Increment Financing Plan as appropriate for development and tax increment financing.

The general scope of the TIF Plan is a request on the part of the developers of the Midtown Market Project, for the City, in cooperation with Forrest County, Mississippi (the "County"), to issue, in one or multiple series, Tax Increment Limited Obligation Bonds (the "Bonds") in an aggregate amount not to exceed **$5,000,000** in order to provide funds necessary to facilitate various improvements in connection with the Midtown Market Project proposed to be located on property within the City, which public Bonds will be secured by a pledge of all or a portion of the ad valorem tax revenues generated by the Midtown Market Project. Proceeds of the Bonds may also be used to pay issuance costs, engineering fees, attorney's fees, TIF Plan preparation fees, capitalized interest and other related soft costs.

The City will issue the Tax Increment Bonds or Notes. Construction of the Midtown Market Project and Improvements and payment of the Bonds will be paid as set forth in the TIF Plan and will not require an increase in ad valorem taxes within the City or the County. These Bonds shall never constitute an indebtedness of the City within the meaning of any state constitutional or statutory limitation and shall never constitute or give rise to a pecuniary liability or charge against the general credit or taxing powers of the City other than from the sources set forth in the TIF Plan.

A copy of the TIF Plan is available for examination in the office of the City Clerk, located in City Hall in Hattiesburg, Mississippi.

Witness my signature and seal this the ___ day of _____, 2013.

/s/ _____, Mayor

**PUBLISH: _____, 2013**

**EXHIBIT A**

**TAX INCREMENT FINANCING PLAN**

# TAX INCREMENT FINANCING PLAN
# HATTIESBURG, MISSISSIPPI
# (MIDTOWN MARKET PROJECT)

## SECTION 1: STATEMENT OF INTENT

The City Council of the City of Hattiesburg, Mississippi (the "Governing Body"), acting for and on behalf of the City of Hattiesburg, Mississippi (the "City") is authorized by Sections 21-45-1, et seq., Mississippi Code of 1972, as amended (the "Act"), to undertake redevelopment projects, including, but not limited to, the acquisition of project areas within the City necessary or incidental to the development or redevelopment of such areas, and to install, construct or reconstruct streets, utilities, public improvements, and site improvements essential to the preparation of sites for use in accordance with a redevelopment plan to encourage private redevelopment within the City.

In order to facilitate the development of the City and as required by the Act, the Governing Body heretofore adopted, and from time to time amended, the Tax Increment Financing Redevelopment Plan of 1996 for the City (the "Redevelopment Plan"). The Governing Body, acting for and on behalf of the City, is also authorized by the Act to issue Tax Increment Financing Bonds to finance redevelopment projects in the City.

University Mall, LLC, a Mississippi limited liability company, is proposing to develop a mixed-use project to be known as Midtown Market (the "Project") in the City and in a proposed TIF District as defined herein, the purpose of which is to provide a financing mechanism to construct various improvements related to the Project as described in the TIF Plan and, incident thereto, requests the City to participate, in cooperation with the County, in the construction of the Redevelopment Project (as defined hereinafter) by issuing tax increment limited obligation bonds in principal amount of up to, but not to exceed, $5,000,000.00 for a term of up to twenty (20) years (the "Bonds"), a portion of the proceeds of which will be used to pay the cost of constructing Improvements (as defined hereinafter) necessary for the Redevelopment Project, and Developer requests the City to pledge the increased ad valorem taxes on real and/or personal property (excluding City of Hattiesburg Public School District; Library of Hattiesburg, Petal and Forrest County; and Municipal Police and Firemen Municipal Retirement System taxes) generated by the Redevelopment Project in the TIF District as described in the TIF Plan as security for payment of the Bonds, said Bonds to be issued in one (1) or more series for terms not to exceed twenty (20) years.

St. John-Taylor Properties, LLC, a Mississippi limited liability company, joins in Developer's request as owner of certain of the real property to be included within the proposed TIF District associated with the Redevelopment Project, and specifically has consented in writing to inclusion of its property in the proposed TIF District.

Robert and Jill St. John join in Developer's request as owner of certain of the real property to be included within the proposed TIF District associated with the Redevelopment Project, and specifically have consented in writing to inclusion of their property in the proposed TIF District.

South 37th LLC, a Mississippi limited liability company, joins in Developer's request as owner of certain of the real property to be included within the proposed TIF District associated with the Redevelopment Project, and specifically has consented in writing to inclusion of its property in the proposed TIF District.

Regions Bank joins in Developer's request as owner of certain of the real property to be included within the proposed TIF District associated with the Redevelopment Project, and specifically has consented in writing to inclusion of its property in the proposed TIF District.

L&D, LLC, a Mississippi limited liability company, joins in Developer's request as owner of certain of the real property to be included within the proposed TIF District associated with the Redevelopment Project, and specifically has consented in writing to inclusion of its property in the proposed TIF District.

AS Exchange, LLC, a Mississippi limited liability company, joins in Developer's request as owner of certain of the real property to be included within the proposed TIF District associated with the Redevelopment Project, and specifically has consented in writing to inclusion of its property in the proposed TIF District.

Dr. Martin H. Baker, Sr. joins in Developer's request as owner of certain of the real property to be included within the proposed TIF District associated with the Redevelopment Project, and specifically has consented in writing to inclusion of his property in the proposed TIF District.

## SECTION 2: REDEVELOPMENT PROJECT DESCRIPTION

The Redevelopment Project includes approximately 27.95 acres more particularly described in **Exhibit "1"**, and as depicted in **Exhibit "2"** (collectively, the "Project Area").

The Redevelopment Project includes acquisition, clearance, reconstruction, rehabilitation of or upon properties within the Project Area for purposes of improving traffic, public transportation, public utilities, recreational, residential, commercial and community facilities and other public improvements in accordance with definite local objectives, and is expected to include installation, construction or reconstruction of streets, utilities and site improvements essential to the preparation of sites for uses in accordance with the Redevelopment Plan and Improvements to encourage private redevelopment in accordance with the Redevelopment Plan.

The Project seeks to redevelop a conventional retail strip center and adjacent undeveloped land into a major mixed-use project featuring pedestrian-friendly, open-air formats that blend retail, office and residential space to attract workers, shoppers and residents, in accordance with the Redevelopment Plan, including (i) the phased improvement and redevelopment of existing commercial properties and infrastructure within the Project Area, and (ii) the construction upon undeveloped property owned by South 37th LLC of a cottage courtyard residential neighborhood consisting of approximately twenty-six (26) new homes. The non-binding draft conceptual long-term development plan produced through charrette sponsored by the City in 2013 (the "Draft Conceptual Development Plan") is attached as **Exhibit "3"**.

The Improvements necessary to induce and support the Redevelopment Project include, but are not limited to, clearance essential to the preparation of the Developer's Project area for use in accordance with the Redevelopment Plan; acquisition, clearance, reconstruction, rehabilitation of or upon properties within the Project Area for purposes of improving traffic, public transportation, public utilities, recreational, residential, commercial and community facilities and other public improvements in accordance with definite local objectives, and may include demolition or removal of existing buildings, structure, streets, utilities and other improvements; and the construction, expansion, renovation or repair of utilities, drainage facilities, streets, sidewalks, pedestrian ways and other roadways; installation, construction or reconstruction of streets, utilities and site improvements essential to the preparation and use of sites for uses in accordance with the Redevelopment Plan; and other improvements to encourage private redevelopment in accordance with the Redevelopment Plan, all located within approximately 27.95 acres described in **Exhibit "1"**. The Improvements are necessary to induce and support development of the Redevelopment Project and the Tax Increment Financing District.

## SECTION 3: DEVELOPER'S INFORMATION

| | | |
|---|---|---|
| (a) | Name: | University Mall, LLC |
| (b) | Address: | Post Office Box 17318, Hattiesburg, MS 39404 |
| (c) | Telephone Number: | 601.264.0672 |
| (d) | Facsimile | 601.264.0681 |
| (e) | Tax identification number: | 640903264 |
| (f) | The Developer's contact for the Redevelopment Project is: Ronald D. Farris | |
| (g) | Telephone Number: | 601.354.1458 |
| | Facsimile: | 888.503.0660 |

## SECTION 4: ECONOMIC DEVELOPMENT IMPACT DESCRIPTION

(a) Job creation: It is estimated that the Redevelopment Project will substantially increase permanent employment opportunities for residents of the City and the County with attendant increases in payroll. It is projected based upon the Draft Conceptual Plan that there will be in excess of 280 construction jobs created over the projected three (3) phases required to complete construction associated with the Redevelopment Project, and post-construction placement of the Project in service is projected to result in numerous new regular and part time and/or seasonal jobs.

(b) Investment: Total cost of the Redevelopment Project is estimated, based upon the Draft Conceptual Plan, to be approximately $34,900,000.00.

(c) Financial benefits: It is conservatively estimated the Redevelopment Project will result in the creation of estimated additional real property and personal property ad valorem tax revenues accruing annually to the City and the County as set forth in **Exhibit "4"** attached hereto and the creation of estimated additional school district taxes accruing annually to the City of Hattiesburg Public School District of approximately $81,016 for phase 1, an additional $107,292.60 for phase 2, and an additional $99,345 for phase 3.

## SECTION 5: STATEMENT OF THE OBJECTIVES FOR THE TAX INCREMENT FINANCING PLAN

The objective of Midtown Market Tax Increment Financing Plan is to construct the Improvements that will induce construction of the Redevelopment Project and foster development of the Redevelopment Area, as same is defined in the Redevelopment Plan.

The Improvements are essential to the preparation of the Project Area for uses in accordance with the Redevelopment Plan and this Tax Increment Financing Plan and public improvements necessary to encourage private redevelopment in accordance with the Redevelopment Plan and this Tax Increment Financing Plan. The Improvements will provide improved public access, public safety, drainage, water and sewer; help eliminate defective or inadequate street and lot layout; address existing challenges involving obsolete planning, deterioration, age, obsolescence, inadequate provision for open spaces, pedestrian access and density of population; and allow for development of new and revitalized public and private spaces within an established and aging urban area in accordance with modern urban planning practices and overall development and redevelopment goals of the City and County, all within the Tax Increment Financing District (as defined in Section 8 herein below). Certain of the Improvements will be dedicated to the City and available to the general public on a continuous basis and made available to the City and County for such purposes.*

The public convenience and necessity require participation by the City and the County and the public interest will be served by such participation by (i) the creation of approximately 280 construction jobs over construction of three (3) phases of the Redevelopment Project as presently conceptualized (see **Exhibit "3"**); (ii) the creation upon full build-out of approximately 200 additional full-time/part-time jobs, injecting increased payroll into the economy of the City; (iii) the creation, upon full build out of estimated additional real property and personal property ad valorem tax revenues accruing annually to the City and the County (see **Exhibit "4"**); and (iv) the creation of estimated additional school district taxes accruing annually to the City of Hattiesburg Public School District of approximately $81,016 for phase 1, an additional $107,292.60 for phase 2, and an additional $99,345 for phase 3.

* Certain of the Improvements have been completed and are intended for dedication to the City as a part of the Redevelopment Plan and Tax Increment Financing Plan proposed to be adopted, as set forth and acknowledged in that certain Resolution adopted by the City on October 16, 2012.

## SECTION 6: STATEMENT INDICATING THE NEED OF PROPOSED USE OF THE TAX INCREMENT FINANCING PLAN IN RELATIONSHIP TO THE REDEVELOPMENT PLAN

The need and proposed use of the Midtown Market Tax Increment Financing Plan would be to provide an economic development incentive for the construction of improvements on vacant land and land in need of redevelopment in the City and the County as described in Sections 2, 5 and 8 herein.

## SECTION 7: STATEMENT CONTAINING THE COST ESTIMATES OF THE REDEVELOPMENT PROJECT AND THE PROJECTED SOURCES OF REVENUE TO BE USED TO MEET THE COSTS INCLUDING ESTIMATES OF TAX INCREMENT AND THE TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

Tax increment financing in the amount not to exceed $5,000,000.00 is requested to fund all or a part of the Improvements, fund capitalized interest, pay costs of issuance for the Bonds, pay related engineering fees, attorney's fees, TIF Plan preparation fees and other related soft costs.

The Bonds will be issued by the City and will be special obligations of the City secured by the ad valorem tax payments as more fully described in Section 10 hereof provided, however, the Bonds will not be secured by ad valorem tax payments for the City of Hattiesburg Public School District; the Library of Hattiesburg, Petal and Forrest County; or the Municipal Police and Firemen Municipal Retirement System.

The term of the obligation as to any series of bonds will not exceed twenty (20) years. The estimated cost of public improvements within the Redevelopment Project is projected to be approximately $5,268,300.00. Estimated annual ad valorem tax revenue resulting from the construction of the Redevelopment Project is set forth in **Exhibit "4"**. It is requested that the incremental increase in ad valorem tax revenues to the City and the County generated by the Redevelopment Project, as duly pledged, be diverted to the payment of the tax increment debt obligations of the City.

Proceeds of the Bonds may also be used to pay cost of issuance for the Bonds, fund capitalized interest and any reserve deemed advisable in connection with retirement of the Bonds, related engineering fees, attorneys' fees, TIF Plan preparation fees, and other related soft costs.

Certain of the Improvements will be dedicated to the City for use by the general public and will be constructed on land, rights of way or easements owned or to be owned by the City made available for such purposes. The City and/or the County may enter into an agreement with the Developer whereby the Developer will agree to acquire, construct, operate and maintain the Redevelopment Project and Improvements included upon land which is part of the Redevelopment Project under this Tax Increment Financing Plan.

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

**SECTION 8: LIST OF ALL REAL PROPERTY TO BE INCLUDED IN THE TAX INCREMENT FINANCING PLAN (the "Tax Increment Finance District")**

The Redevelopment Project will be constructed on the 27.95 acre tract of real property described in **Exhibit "1"** attached hereto. A depiction of the various parcels comprising the 27.95 tract is shown on **Exhibit "2"** attached hereto.

**SECTION 9: DURATION OF THE TAX INCREMENT FINANCING PLAN'S EXISTENCE**

The duration of the Tax Increment Financing Plan for the Redevelopment Project is for a period not to exceed twenty (20) years from the date of the last issue of TIF Bonds pursuant to the Redevelopment Plan, or any refunding or restructure of the TIF Bonds.

**SECTION 10: STATEMENT OF THE ESTIMATED IMPACT OF THE TAX INCREMENT FINANCING PLAN UPON THE REVENUES OF ALL TAX JURISDICTIONS IN WHICH THE REDEVELOPMENT PROJECT IS LOCATED**

The estimates of tax increment revenue (excluding City of Hattiesburg Public School District; Library of Hattiesburg, Petal and Forrest County; and Municipal Police and Firemen Municipal Retirement System taxes) resulting from the construction of the Redevelopment Project are set forth in **Exhibit "4"**; in addition, the Redevelopment Project is projected to result in the creation of estimated additional school district taxes accruing annually to the City of Hattiesburg Public School District of approximately $81,016 for phase 1, an additional $107,292.60 for phase 2, and an additional $99,345 for phase 3.

**SECTION 11: STATEMENT REQUIRING THAT A SEPARATE FUND BE ESTABLISHED TO RECEIVE AD VALOREM TAXES AND THE PROVISIONS OF ANY OTHER FINANCIAL DISCLOSURE**

In accordance with Mississippi Law, a separate fund will be established to receive ad valorem taxes and the City and/or County will make provision for all financial disclosure required by law.

**SECTION 12: THE GOVERNING BODY SHALL BY RESOLUTION FROM TIME TO TIME DETERMINE**

(a) the division of ad valorem tax receipts, if any, that may be used to pay for the cost of all or any part of a redevelopment project;

(b) the duration of time in which such taxes may be used for such purposes;

(c) the City shall issue bonds for such redevelopment project; and

(d) such other restrictions, rules and regulations as in the sole discretion as in the governing body of the City or the County shall be necessary in order to promote and protect the public interest.

**EXHIBIT 1**

**Legal Description**
**for**
**MID TOWN MARKET**
**TIF PARCEL**
**August 9, 2013**

A parcel of land located in the Northwest ¼ of the Southwest ¼ of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi and being more particularly described as follows:

Commence at the Southwest Corner of the Northwest ¼ of the Southwest ¼ of said Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi; Thence run East along the south line of said Northwest ¼ of the Southwest ¼ for 672.6 feet to the Southwest Corner of property owned by South 37th LLC, and the Point of Beginning. Thence run North along the west boundary of property owned by said South 37th LLC, for 408.87 feet to the Southeast corner of property owned by Deposit Guaranty Bank (Regions); thence run North 88 degrees 41 minutes 12 seconds West along the South boundary of property owned by said Deposit Guaranty Bank (Regions) for 651.78 feet to the East Right-of-Way line of 40th Avenue; thence run North 00 degrees 23 minutes 29 seconds West along said East Right-of-Way line of 40th Avenue for 326.82 feet to a point on the North boundary of a Street Deed (Proposed Offerral Street); thence along the north boundary of said street deed for the following two calls: run North 89 degrees 33 minutes 00 seconds East for 10.07 feet; thence run along a curve to the left for 84.30 feet, said curve having a radius of 75.00 feet, an included angle of 64 degrees 23 minutes 55 seconds, chord bearing of North 55 degrees 51 minutes 06 seconds East and a Chord length of 79.93 feet; thence run along a curve to the right for 76.72 feet to a point on the boundary of property owned by University Mall, LLC., said curve having a radius of 144.42 feet, an included angle of 30 degrees 26 minutes 12 seconds, chord bearing of North 37 degrees 21 minutes 08 seconds East and a Chord length of 75.82 feet; thence leaving the north boundary of said street deed, run along the boundary of University Mall, LLC for the following two calls: run South 88 degrees 54 minutes 00 seconds East for 171.17 feet; thence run North 01 degree 11 minutes 51 seconds East for 199.84 feet to a point on the South boundary of property owned by AS Exchange, LLC.; thence leaving said boundary of University Mall, LLC. run along the boundary of AS Exchange, LLC. for the following three calls: run North 88 degrees 51 minutes 37 seconds West for 141.20 feet; thence run North for 108.90 feet; thence run North 70 degrees 35 minutes 23 seconds East for 46.51 feet to the SW corner of property owned by Bank of Hattiesburg; thence run North 01 degree 13 minutes 23 seconds East along West boundary of property owned by Bank of Hattiesburg for 125.00 feet to the south Right-of-Way Line of US Hwy 98; thence run South 88 degrees 52 minutes 42 seconds East along said south Right-of-Way for 899.27 feet to the NW corner of property owned by Royal Oaks Rental Property, LLC.; thence leaving said south Right-of-Way of US Hwy 98 run along the boundary of Royal Oaks Rental Property, LLC for the following two calls: run South 00 degrees 39 minutes 57 seconds East for 150.00 feet; thence run South 88 degrees 48 minutes 36 seconds East for 150.00 feet to the West Right-of-Way line of 37th Avenue; thence leaving the boundary of Royal Oaks Rental Property, LLC run along the West Right-of-Way line of 37th Avenue for the following two calls: run South 00 degrees 00

minutes 44 seconds East for 665.27 feet; thence run South 00 degrees 03 minutes 31 seconds East for 468.50 feet to the SE corner of property owned by South 37th LLC.; thence run West along South boundary of property owned by South 37th LLC for 600.48 feet back to the Point of Beginning.

Said parcel contains 27.95 acres more or less.

**EXHIBIT 2**

**PLAT OF PROPOSED MIDTOWN MARKET TAX INCREMENT FINANCING DISTRICT**
**(August 9, 2013)**

# MID TOWN MARKET
## Proposed TIF Parcel

N.T.S.

AUGUST, 2013

NOT A PROPERTY BOUNDARY SURVEY

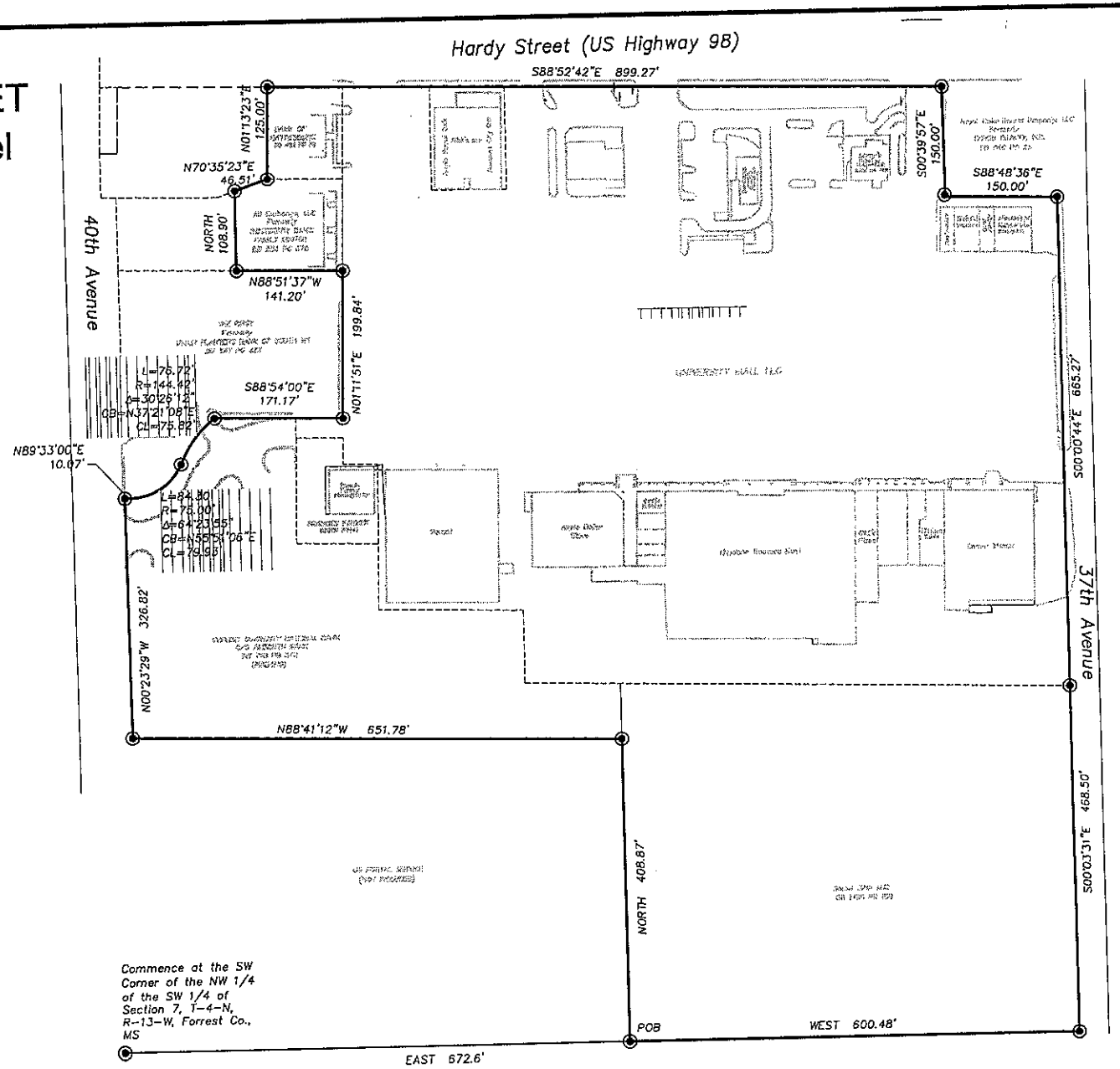
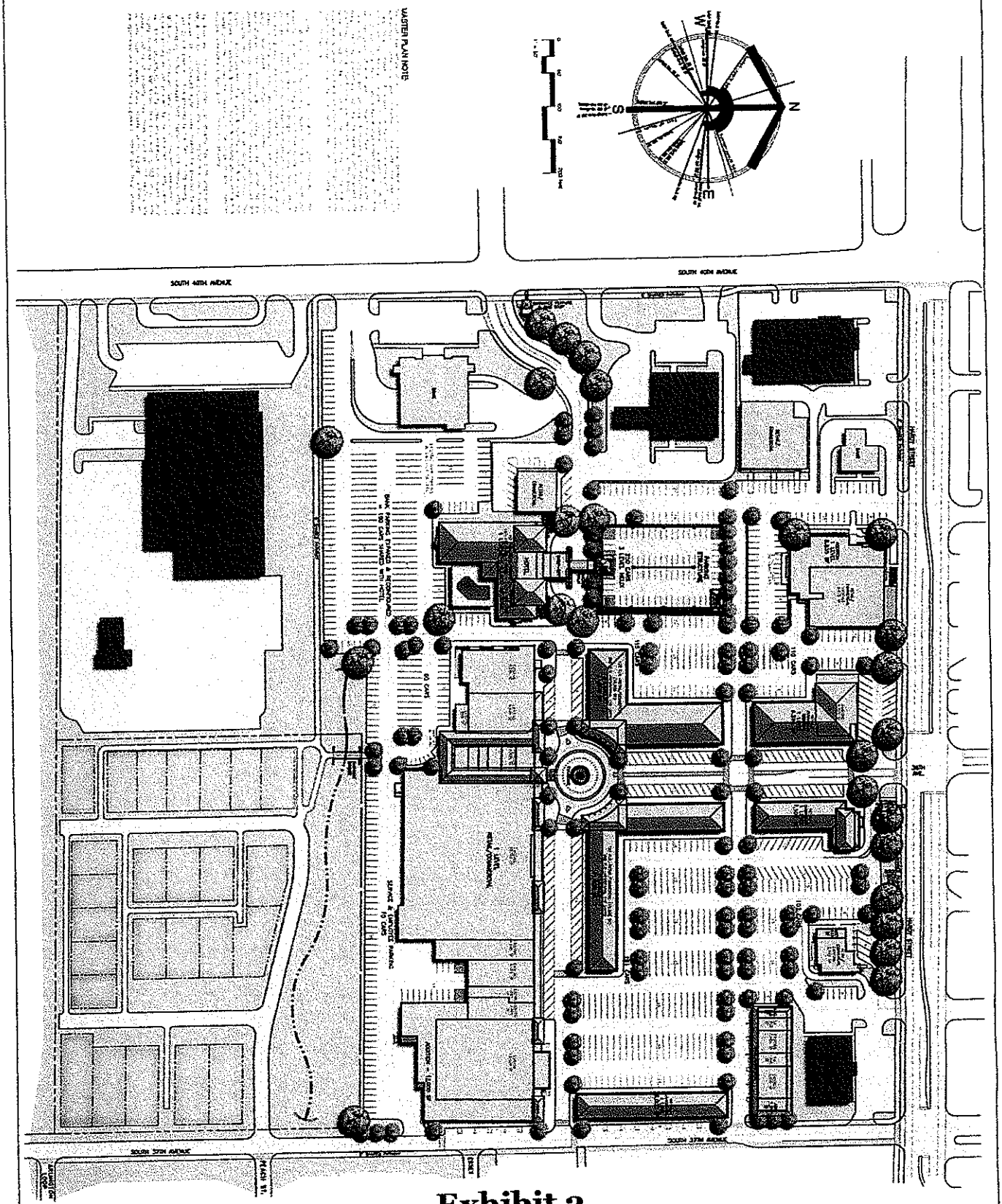



Exhibit 2

# EXHIBIT 3

## DRAFT CONCEPUTAL DEVELOPMENT PLAN (NON-BINDING)

**(City of Hattiesburg Charrette – December 18, 2012)**


MASTER PLAN NOTE
SOUTH 40TH AVENUE
SOUTH 40TH AVENUE
SOUTH 37TH AVENUE
SOUTH 37TH AVENUE
MAIN ENTRANCE
SERVICE & DELIVERY PARKING TO CAFE
MAIN ENTRANCE
ANCHOR 1 TENANT
ANCHOR 2 TENANT
ANCHOR 3 TENANT
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# EXHIBIT 4

## PROJECTIONS AND ANALYSIS

**(Government Consultants – Phase I: 8/14/13 and Phases II and III: 9/5/13)**

HATTIESBURG MIDTOWN MARKET TIF -- REVISED PRELIMINARY CALCULATIONS - INFORMATION PROVIDED BY RON FARRIS

Scenario 3 - Tax Incremental Project Revenue Projections - 15 Year Financing 8/14/2013

| Projected - Assessment True Values: | | |
|---|---|---|
| Real Property & Personal Required Incremental Increases | 8,155,025 | |
| Personal Property | | |
| Grand Totals - Estimated Assessment True Values | | 8,155,025 |
| Assessment % for Commercial Property | | 15.00% |
| Total Estimated Assessed Valuations | | 1,223,254 |

| Projected Pledged TIF Revenues | City | County |
|---|---|---|
| Total Estimated Property Assessed Valuations | 1,223,254 | 1,223,254 |
| Tax Millage Pledged to the TIF Project | 41.08 | 55.08 |
| Incremental Increase in Property Tax Revenues | 50,251 | 67,377 |
| County Pledge of Incremental Increase | | 100.00% |
| Pledged Property Tax Revenues | 50,251 | 67,377 |
| Less Tax on Property Before TIF' | | (5,000) |
| Pledged Sales Tax Revenues | 0 | 0 |
| Incremental Ad Valorem Tax Revenues Available for TIF Project | 50,251 | 62,377 |
| Less: Debt Service Coverage Requirement | 115.00% | 115.00% |
| Projected Revenues available for Debt Service | 43,697 | 54,241 |

| Supportable Debt Assumptions: | | | | |
|---|---|---|---|---|
| - Life of Bond Issue | 15 years | | | |
| - Capitalized Interest | 0 year | | | |
| - Interest Rate (taxable) | 5.00% | | | |
| - Avg Annual Payment | 97,937 | | | |
| | | City | County | Total |
| **- Supportable Debt** | | **453,557** | **563,000** | **1,016,557** |
| **- Available Revenues** | | **50,251** | **62,377** | **112,628** |
| **- Debt Service Coverage** | | **115.00% x's** | **115.00% x's** | **115.00% x's** |
| **- Percentage of Bond Issue** | | **44.62%** | **55.38%** | **100.00%** |

| Bond Issue Proceeds Available to Project | | |
|---|---|---|
| Tax Increment Bond Issue | 1,015,000 | 100.00% |
| Less: | | |
| Capitalized Interest | 0 | 0.00% |
| Debt Service Reserve Fund | 0 | 0.00% |
| Cost of Issuance | (50,750) | -5.00% |
| Net to Developer - without cap interest | 964,250 | 95.00% |

## HATTIESBURG MIDTOWN MARKET TIF - PRELIMINARY CALCULATIONS FOR PHASE 2

Phase 2 - Tax Incremental Project Revenue Projections - 15 Year Financing 9/5/2013

| Projected - Assessment True Values: | | |
|---|---|---|
| Real Property & Personal Required Incremental Increases | 10,800,000 | |
| Personal Property | | |
| Grand Totals - Estimated Assessment True Values | | 10,800,000 |
| Assessment % for Commercial Property | | 15.00% |
| Total Estimated Assessed Valuations | | 1,620,000 |

| Sales Tax Assumptions | |
|---|---|
| Gross Sales in TIF Project | 0 |
| Less Projected % of Existing "Relocated" Sales | 0.00% |
| New Sales Created by TIF Project | 0 |
| New Sales Tax Dollars Generated back to City | 0 |
| % of New Sales Tax Dollars Pledged to TIF Project | 0.00% |

| Projected Pledged TIF Revenues | City | County |
|---|---|---|
| Total Estimated Property Assessed Valuations | 1,620,000 | 1,620,000 |
| Tax Millage Pledged to the TIF Project | 41.08 | 55.08 |
| Incremental Increase in Property Tax Revenues | 66,550 | 89,230 |
| County Pledge of Incremental Increase | | 100.00% |
| Pledged Property Tax Revenues | 66,550 | 89,230 |
| Less Tax on Property Before TIF' | | (5,000) |
| Pledged Sales Tax Revenues | 0 | 0 |
| Incremental Ad Valorem Tax Revenues Available for TIF Project | 66,550 | 84,230 |
| Less: Debt Service Coverage Requirement | 115.00% | 115.00% |
| Projected Revenues available for Debt Service | 57,869 | 73,243 |

**Supportable Debt Assumptions:**

- Life of Bond Issue: 15 years
- Capitalized Interest: 0 year
- Interest Rate (taxable): 5.00%
- Avg Annual Payment: 131,112

| | City | County | Total |
|---|---|---|---|
| - Supportable Debt | 600,663 | 760,239 | 1,360,901 |
| - Available Revenues | 66,550 | 84,230 | 150,779 |
| - Avg. Annual Debt Service | $57,869 | $73,243 | 131,112 |
| - Debt Service Coverage | 115.00% x's | 115.00% x's | 115.00% x's |
| - Percentage of Bond Issue | 44.14% | 55.86% | 100.00% |

| Bond Issue Proceeds Available to Project | | |
|---|---|---|
| Tax Increment Bond Issue | 1,360,000 | 100.00% |
| Less: | | |
| Capitalized Interest | 0 | 0.00% |
| Debt Service Reserve Fund | 0 | 0.00% |
| Cost of Issuance | (68,000) | -5.00% |
| Net to Developer - without cap interest | 1,292,000 | 95.00% |

HATTIESBURG MIDTOWN MARKET TIF - PRELIMINARY CALCULATIONS FOR PHASE 3

Phase 3 - Tax Incremental Project Revenue Projections - 15 Year Financing 9/5/2013

| Projected - Assessment True Values: | | |
|---|---|---|
| Real Property & Personal Required Incremental Increases | 10,000,000 | |
| Personal Property | | |
| Grand Totals - Estimated Assessment True Values | | 10,000,000 |
| Assessment % for Commercial Property | | 15.00% |
| Total Estimated Assessed Valuations | | 1,500,000 |

| Sales Tax Assumptions | |
|---|---|
| Gross Sales in TIF Project | 0 |
| Less Projected % of Existing "Relocated" Sales | 0.00% |
| New Sales Created by TIF Project | 0 |
| New Sales Tax Dollars Generated back to City | 0 |
| % of New Sales Tax Dollars Pledged to TIF Project | 0.00% |

| Projected Pledged TIF Revenues | City | County |
|---|---|---|
| Total Estimated Property Assessed Valuations | 1,500,000 | 1,500,000 |
| Tax Millage Pledged to the TIF Project | 41.08 | 55.08 |
| Incremental Increase in Property Tax Revenues | 61,620 | 82,620 |
| County Pledge of Incremental Increase | | 100.00% |
| Pledged Property Tax Revenues | 61,620 | 82,620 |
| Less Tax on Property Before TIF' | | (5,000) |
| Pledged Sales Tax Revenues | 0 | 0 |
| Incremental Ad Valorem Tax Revenues Available for TIF Project | 61,620 | 77,620 |
| Less: Debt Service Coverage Requirement | 115.00% | 115.00% |
| Projected Revenues available for Debt Service | 53,583 | 67,496 |

| Supportable Debt Assumptions: | | | |
|---|---|---|---|
| - Life of Bond Issue | 15 years | | |
| - Capitalized Interest | 0 year | | |
| - Interest Rate (taxable) | 5.00% | | |
| - Avg Annual Payment | 121,078 | | |
| | City | County | Total |
| - Supportable Debt | 556,169 | 700,582 | 1,256,751 |
| - Available Revenues | 61,620 | 77,620 | 139,240 |
| - Avg. Annual Debt Service | $53,583 | $67,496 | 121,078 |
| - Debt Service Coverage | 115.00% x's | 115.00% x's | 115.00% x's |
| - Percentage of Bond Issue | 44.25% | 55.75% | 100.00% |

| Bond Issue Proceeds Available to Project | | |
|---|---|---|
| Tax Increment Bond Issue | 1,255,000 | 100.00% |
| Less: | | |
| Capitalized Interest | 0 | 0.00% |
| Debt Service Reserve Fund | 0 | 0.00% |
| Cost of Issuance | (62,750) | -5.00% |
| Net to Developer - without cap interest | 1,192,250 | 95.00% |

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

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

**WHEREAS,** the Mississippi "Tax Increment Financing Act," Title 21, Chapter 45, Mississippi Code of 1972, as amended (the "Act"), authorizes municipalities and counties in the State of Mississippi to undertake and carry out redevelopment projects as defined therein with the use of Tax Increment Financing as set forth in detail in the Act;

**WHEREAS,** the Governing Body of the City, by prior action in accordance with the Act, conducted a public hearing and approved the Tax Increment Finance Redevelopment Plan, which Redevelopment Plan constitutes a qualified plan under the Act;

**WHEREAS,** University Mall, LLC (the "Developer") is proposing to develop a mixed – use project to be known as the Midtown Market Project (the "Project") in the City of Hattiesburg, Mississippi (the "City") and in a proposed TIF District as defined herein, and the Governing Body has been presented with a Tax Increment Financing Plan entitled the Tax Increment Financing Plan, Hattiesburg, Mississippi (Midtown Market Project), and hereinafter referred to as the "TIF Plan", a copy of which is attached hereto as **EXHIBIT A** and made a part hereof in its entirety, the purpose of which is to provide a financing mechanism to construct various improvements related to the Project as described in the TIF Plan;

**WHEREAS,** the Governing Body, in anticipation of certain beneficial improvements to properties located within the TIF District (as defined herein) did heretofore, on October 16, 2012, adopt a Resolution specifically setting forth the Governing Body's intent to consider the request for consideration of the TIF Plan and take other actions relating to the Project, all as set forth more fully therein;

**WHEREAS**, the Governing Body has heretofore identified various parts of the City in need of development and redevelopment and does hereby find that the TIF Plan is a project of major economic significance within the City and qualifies as a project eligible for Tax Increment Financing as set forth in the Redevelopment Plan, and participation on the part of the City is

necessary and would be in the public interest and in the best interest of the public health, safety, morals, and welfare of the City; and

**WHEREAS**, the City proposes to support issuance by the City of Tax Increment Limited Obligation Bonds, in one or more series, in an amount not to exceed **$5,000,000** which will be secured, on the City's part, solely by a pledge of the increased ad valorem taxes on real and/or personal property generated by development and construction in the TIF Plan District described in the TIF Plan (the "TIF District") with such pledge to be further restricted as provided in the TIF Plan, and which funds will be used to pay the cost of constructing various site and infrastructure improvements within or appurtenant to the TIF District including, but not limited to, clearance essential to the preparation of the Developer's Project area for use in accordance with the Redevelopment Plan; acquisition, clearance, reconstruction, rehabilitation of or upon properties within the Project Area for purposes of improving traffic, public transportation, public utilities, recreational, residential, commercial and community facilities and other public improvements in accordance with definite local objectives, and may include demolition or removal of existing buildings, structure, streets, utilities and other improvements; and the construction, expansion, renovation or repair of utilities, drainage facilities, streets, sidewalks, pedestrian ways and other roadways; installation, construction or reconstruction of streets, utilities and site improvements essential to the preparation and use of sites for uses in accordance with the Redevelopment Plan; and other improvements to encourage private redevelopment in accordance with the Redevelopment Plan (the "Improvements").

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

**SECTION 1.** That receipt of the Tax Increment Financing Plan, Hattiesburg, Mississippi (Midtown Market Project), is hereby acknowledged.

**SECTION 2.** That, as provided in the TIF Plan, Tax Increment Financing Bonds in the total principal amount not to exceed **$5,000,000** may be issued by the City to finance all or a part of the Improvements, which Bonds may be issued in one or more series for terms not to exceed twenty (20) years per series.

**SECTION 3.** That, if approved, the Bonds or Notes shall be secured solely by a pledge of a portion of the ad valorem tax revenues generated by the Redevelopment Project and shall not be secured by the full faith and credit of the City or create any other pecuniary liability on the part of the City other than the pledge of a portion of the incremental increase in ad valorem tax heretofore set forth. These Bonds shall never constitute an indebtedness of the City within the meaning of any state constitutional or statutory limitation.

**SECTION 4.** That a public hearing shall be held with respect to the TIF Plan at the regular meeting place of the Governing Body in the City Hall Council Chambers, 200 Forrest Street, Hattiesburg, Mississippi at 4:00 p.m. on November 18, 2013.

**SECTION 5.** That the Clerk is hereby directed to publish the notice attached as **EXHIBIT B** in *The Hattiesburg American*, a newspaper having a general circulation in the City and in which the City is authorized to publish legal notices, one (1) time not less than ten (10) days nor more than twenty (20) days prior to the date set forth in Section 4 hereof.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Councilperson Carroll, seconded by Councilperson Naylor, and was adopted by the following vote, to-wit:

| | |
|---|---|
| Councilperson Kim Bradley | voted: yea |
| Councilperson Deborah Delgado | voted: yea |
| Councilperson Carter Carroll | voted: yea |
| Councilperson Mary Dryden | voted: yea |
| Councilperson Henry Naylor | voted: yea |

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 22nd day of October, 2013.

(SEAL)

**ATTEST:**

**CLERK OF COUNCIL**

**PRESIDENT**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 22nd day of October, 2013.

**ATTEST:**

Connie Everett (DC)

**CITY CLERK**

**MAYOR**

**EXHIBIT A**

**TAX INCREMENT FINANCING PLAN**

# TAX INCREMENT FINANCING PLAN
# HATTIESBURG, MISSISSIPPI
# (MIDTOWN MARKET PROJECT)

## SECTION 1: STATEMENT OF INTENT

The City Council of the City of Hattiesburg, Mississippi (the "Governing Body"), acting for and on behalf of the City of Hattiesburg, Mississippi (the "City") is authorized by Sections 21-45-1, et seq., Mississippi Code of 1972, as amended (the "Act"), to undertake redevelopment projects, including, but not limited to, the acquisition of project areas within the City necessary or incidental to the development or redevelopment of such areas, and to install, construct or reconstruct streets, utilities, public improvements, and site improvements essential to the preparation of sites for use in accordance with a redevelopment plan to encourage private redevelopment within the City.

In order to facilitate the development of the City and as required by the Act, the Governing Body heretofore adopted, and from time to time amended, the Tax Increment Financing Redevelopment Plan of 1996 for the City (the "Redevelopment Plan"). The Governing Body, acting for and on behalf of the City, is also authorized by the Act to issue Tax Increment Financing Bonds to finance redevelopment projects in the City.

University Mall, LLC, a Mississippi limited liability company, is proposing to develop a mixed-use project to be known as Midtown Market (the "Project") in the City and in a proposed TIF District as defined herein, the purpose of which is to provide a financing mechanism to construct various improvements related to the Project as described in the TIF Plan and, incident thereto, requests the City to participate, in cooperation with the County, in the construction of the Redevelopment Project (as defined hereinafter) by issuing tax increment limited obligation bonds in principal amount of up to, but not to exceed, $5,000,000.00 for a term of up to twenty (20) years (the "Bonds"), a portion of the proceeds of which will be used to pay the cost of constructing Improvements (as defined hereinafter) necessary for the Redevelopment Project, and Developer requests the City to pledge the increased ad valorem taxes on real and/or personal property (excluding City of Hattiesburg Public School District; Library of Hattiesburg, Petal and Forrest County; and Municipal Police and Firemen Municipal Retirement System taxes) generated by the Redevelopment Project in the TIF District as described in the TIF Plan as security for payment of the Bonds, said Bonds to be issued in one (1) or more series for terms not to exceed twenty (20) years.

St. John-Taylor Properties, LLC, a Mississippi limited liability company, joins in Developer's request as owner of certain of the real property to be included within the proposed TIF District associated with the Redevelopment Project, and specifically has consented in writing to inclusion of its property in the proposed TIF District.

Robert and Jill St. John join in Developer's request as owner of certain of the real property to be included within the proposed TIF District associated with the Redevelopment Project, and specifically have consented in writing to inclusion of their property in the proposed TIF District.

South 37th LLC, a Mississippi limited liability company, joins in Developer's request as owner of certain of the real property to be included within the proposed TIF District associated with the Redevelopment Project, and specifically has consented in writing to inclusion of its property in the proposed TIF District.

Regions Bank joins in Developer's request as owner of certain of the real property to be included within the proposed TIF District associated with the Redevelopment Project, and specifically has consented in writing to inclusion of its property in the proposed TIF District.

L&D, LLC, a Mississippi limited liability company, joins in Developer's request as owner of certain of the real property to be included within the proposed TIF District associated with the Redevelopment Project, and specifically has consented in writing to inclusion of its property in the proposed TIF District.

AS Exchange, LLC, a Mississippi limited liability company, joins in Developer's request as owner of certain of the real property to be included within the proposed TIF District associated with the Redevelopment Project, and specifically has consented in writing to inclusion of its property in the proposed TIF District.

Dr. Martin H. Baker, Sr. joins in Developer's request as owner of certain of the real property to be included within the proposed TIF District associated with the Redevelopment Project, and specifically has consented in writing to inclusion of his property in the proposed TIF District.

## SECTION 2: REDEVELOPMENT PROJECT DESCRIPTION

The Redevelopment Project includes approximately 27.95 acres more particularly described in **Exhibit "1"**, and as depicted in **Exhibit "2"** (collectively, the "Project Area").

The Redevelopment Project includes acquisition, clearance, reconstruction, rehabilitation of or upon properties within the Project Area for purposes of improving traffic, public transportation, public utilities, recreational, residential, commercial and community facilities and other public improvements in accordance with definite local objectives, and is expected to include installation, construction or reconstruction of streets, utilities and site improvements essential to the preparation of sites for uses in accordance with the Redevelopment Plan and Improvements to encourage private redevelopment in accordance with the Redevelopment Plan.

The Project seeks to redevelop a conventional retail strip center and adjacent undeveloped land into a major mixed-use project featuring pedestrian-friendly, open-air formats that blend retail, office and residential space to attract workers, shoppers and residents, in accordance with the Redevelopment Plan, including (i) the phased improvement and redevelopment of existing commercial properties and infrastructure within the Project Area, and (ii) the construction upon undeveloped property owned by South 37th LLC of a cottage courtyard residential neighborhood consisting of approximately twenty-six (26) new homes. The non-binding draft conceptual long-term development plan produced through charrette sponsored by the City in 2013 (the "Draft Conceptual Development Plan") is attached as **Exhibit "3"**.

The Improvements necessary to induce and support the Redevelopment Project include, but are not limited to, clearance essential to the preparation of the Developer's Project area for use in accordance with the Redevelopment Plan; acquisition, clearance, reconstruction, rehabilitation of or upon properties within the Project Area for purposes of improving traffic, public transportation, public utilities, recreational, residential, commercial and community facilities and other public improvements in accordance with definite local objectives, and may include demolition or removal of existing buildings, structure, streets, utilities and other improvements; and the construction, expansion, renovation or repair of utilities, drainage facilities, streets, sidewalks, pedestrian ways and other roadways; installation, construction or reconstruction of streets, utilities and site improvements essential to the preparation and use of sites for uses in accordance with the Redevelopment Plan; and other improvements to encourage private redevelopment in accordance with the Redevelopment Plan, all located within approximately 27.95 acres described in **Exhibit "1"**. The Improvements are necessary to induce and support development of the Redevelopment Project and the Tax Increment Financing District.

## SECTION 3: DEVELOPER'S INFORMATION

| | | |
|---|---|---|
| (a) | Name: | University Mall, LLC |
| (b) | Address: | Post Office Box 17318, Hattiesburg, MS 39404 |
| (c) | Telephone Number: | 601.264.0672 |
| (d) | Facsimile | 601.264.0681 |
| (e) | Tax identification number: | 640903264 |
| (f) | The Developer's contact for the Redevelopment Project is: Ronald D. Farris | |
| (g) | Telephone Number: | 601.354.1458 |
| | Facsimile: | 888.503.0660 |

## SECTION 4: ECONOMIC DEVELOPMENT IMPACT DESCRIPTION

(a) Job creation: It is estimated that the Redevelopment Project will substantially increase permanent employment opportunities for residents of the City and the County with attendant increases in payroll. It is projected based upon the Draft Conceptual Plan that there will be in excess of 280 construction jobs created over the projected three (3) phases required to complete construction associated with the Redevelopment Project, and post-construction placement of the Project in service is projected to result in numerous new regular and part time and/or seasonal jobs.

(b) Investment: Total cost of the Redevelopment Project is estimated, based upon the Draft Conceptual Plan, to be approximately $34,900,000.00.

(c) Financial benefits: It is conservatively estimated the Redevelopment Project will result in the creation of estimated additional real property and personal property ad valorem tax revenues accruing annually to the City and the County as set forth in **Exhibit "4"** attached hereto and the creation of estimated additional school district taxes accruing annually to the City of Hattiesburg Public School District of approximately $81,016 for phase 1, an additional $107,292.60 for phase 2, and an additional $99,345 for phase 3.

## SECTION 5: STATEMENT OF THE OBJECTIVES FOR THE TAX INCREMENT FINANCING PLAN

The objective of Midtown Market Tax Increment Financing Plan is to construct the Improvements that will induce construction of the Redevelopment Project and foster development of the Redevelopment Area, as same is defined in the Redevelopment Plan.

The Improvements are essential to the preparation of the Project Area for uses in accordance with the Redevelopment Plan and this Tax Increment Financing Plan and public improvements necessary to encourage private redevelopment in accordance with the Redevelopment Plan and this Tax Increment Financing Plan. The Improvements will provide improved public access, public safety, drainage, water and sewer; help eliminate defective or inadequate street and lot layout; address existing challenges involving obsolete planning, deterioration, age, obsolescence, inadequate provision for open spaces, pedestrian access and density of population; and allow for development of new and revitalized public and private spaces within an established and aging urban area in accordance with modern urban planning practices and overall development and redevelopment goals of the City and County, all within the Tax Increment Financing District (as defined in Section 8 herein below). Certain of the Improvements will be dedicated to the City and available to the general public on a continuous basis and made available to the City and County for such purposes.*

The public convenience and necessity require participation by the City and the County and the public interest will be served by such participation by (i) the creation of approximately 280 construction jobs over construction of three (3) phases of the Redevelopment Project as presently conceptualized (see **Exhibit "3"**); (ii) the creation upon full build-out of approximately 200 additional full-time/part-time jobs, injecting increased payroll into the economy of the City; (iii) the creation, upon full build out of estimated additional real property and personal property ad valorem tax revenues accruing annually to the City and the County (see **Exhibit "4"**); and (iv) the creation of estimated additional school district taxes accruing annually to the City of Hattiesburg Public School District of approximately $81,016 for phase 1, an additional $107,292.60 for phase 2, and an additional $99,345 for phase 3.

* Certain of the Improvements have been completed and are intended for dedication to the City as a part of the Redevelopment Plan and Tax Increment Financing Plan proposed to be adopted, as set forth and acknowledged in that certain Resolution adopted by the City on October 16, 2012.

## SECTION 6: STATEMENT INDICATING THE NEED OF PROPOSED USE OF THE TAX INCREMENT FINANCING PLAN IN RELATIONSHIP TO THE REDEVELOPMENT PLAN

The need and proposed use of the Midtown Market Tax Increment Financing Plan would be to provide an economic development incentive for the construction of improvements on vacant land and land in need of redevelopment in the City and the County as described in Sections 2, 5 and 8 herein.

## SECTION 7: STATEMENT CONTAINING THE COST ESTIMATES OF THE REDEVELOPMENT PROJECT AND THE PROJECTED SOURCES OF REVENUE TO BE USED TO MEET THE COSTS INCLUDING ESTIMATES OF TAX INCREMENT AND THE TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

Tax increment financing in the amount not to exceed $5,000,000.00 is requested to fund all or a part of the Improvements, fund capitalized interest, pay costs of issuance for the Bonds, pay related engineering fees, attorney's fees, TIF Plan preparation fees and other related soft costs.

The Bonds will be issued by the City and will be special obligations of the City secured by the ad valorem tax payments as more fully described in Section 10 hereof provided, however, the Bonds will not be secured by ad valorem tax payments for the City of Hattiesburg Public School District; the Library of Hattiesburg, Petal and Forrest County; or the Municipal Police and Firemen Municipal Retirement System.

The term of the obligation as to any series of bonds will not exceed twenty (20) years. The estimated cost of public improvements within the Redevelopment Project is projected to be approximately $5,268,300.00. Estimated annual ad valorem tax revenue resulting from the construction of the Redevelopment Project is set forth in **Exhibit "4"**. It is requested that the incremental increase in ad valorem tax revenues to the City and the County generated by the Redevelopment Project, as duly pledged, be diverted to the payment of the tax increment debt obligations of the City.

Proceeds of the Bonds may also be used to pay cost of issuance for the Bonds, fund capitalized interest and any reserve deemed advisable in connection with retirement of the Bonds, related engineering fees, attorneys' fees, TIF Plan preparation fees, and other related soft costs.

Certain of the Improvements will be dedicated to the City for use by the general public and will be constructed on land, rights of way or easements owned or to be owned by the City made available for such purposes. The City and/or the County may enter into an agreement with the Developer whereby the Developer will agree to acquire, construct, operate and maintain the Redevelopment Project and Improvements included upon land which is part of the Redevelopment Project under this Tax Increment Financing Plan.

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

**SECTION 8: LIST OF ALL REAL PROPERTY TO BE INCLUDED IN THE TAX INCREMENT FINANCING PLAN (the "Tax Increment Finance District")**

The Redevelopment Project will be constructed on the 27.95 acre tract of real property described in **Exhibit "1"** attached hereto. A depiction of the various parcels comprising the 27.95 tract is shown on **Exhibit "2"** attached hereto.

**SECTION 9: DURATION OF THE TAX INCREMENT FINANCING PLAN'S EXISTENCE**

The duration of the Tax Increment Financing Plan for the Redevelopment Project is for a period not to exceed twenty (20) years from the date of the last issue of TIF Bonds pursuant to the Redevelopment Plan, or any refunding or restructure of the TIF Bonds.

**SECTION 10: STATEMENT OF THE ESTIMATED IMPACT OF THE TAX INCREMENT FINANCING PLAN UPON THE REVENUES OF ALL TAX JURISDICTIONS IN WHICH THE REDEVELOPMENT PROJECT IS LOCATED**

The estimates of tax increment revenue (excluding City of Hattiesburg Public School District; Library of Hattiesburg, Petal and Forrest County; and Municipal Police and Firemen Municipal Retirement System taxes) resulting from the construction of the Redevelopment Project are set forth in **Exhibit "4"**; in addition, the Redevelopment Project is projected to result in the creation of estimated additional school district taxes accruing annually to the City of Hattiesburg Public School District of approximately $81,016 for phase 1, an additional $107,292.60 for phase 2, and an additional $99,345 for phase 3.

**SECTION 11: STATEMENT REQUIRING THAT A SEPARATE FUND BE ESTABLISHED TO RECEIVE AD VALOREM TAXES AND THE PROVISIONS OF ANY OTHER FINANCIAL DISCLOSURE**

In accordance with Mississippi Law, a separate fund will be established to receive ad valorem taxes and the City and/or County will make provision for all financial disclosure required by law.

**SECTION 12: THE GOVERNING BODY SHALL BY RESOLUTION FROM TIME TO TIME DETERMINE**

(a) the division of ad valorem tax receipts, if any, that may be used to pay for the cost of all or any part of a redevelopment project;

(b) the duration of time in which such taxes may be used for such purposes;

(c) the City shall issue bonds for such redevelopment project; and

(d) such other restrictions, rules and regulations as in the sole discretion as in the governing body of the City or the County shall be necessary in order to promote and protect the public interest.

**EXHIBIT 1**

**Legal Description**
**for**
**MID TOWN MARKET**
**TIF PARCEL**
**August 9, 2013**

A parcel of land located in the Northwest ¼ of the Southwest ¼ of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi and being more particularly described as follows:

Commence at the Southwest Corner of the Northwest ¼ of the Southwest ¼ of said Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi; Thence run East along the south line of said Northwest ¼ of the Southwest ¼ for 672.6 feet to the Southwest Corner of property owned by South 37th LLC, and the Point of Beginning. Thence run North along the west boundary of property owned by said South 37th LLC, for 408.87 feet to the Southeast corner of property owned by Deposit Guaranty Bank (Regions); thence run North 88 degrees 41 minutes 12 seconds West along the South boundary of property owned by said Deposit Guaranty Bank (Regions) for 651.78 feet to the East Right-of-Way line of 40th Avenue; thence run North 00 degrees 23 minutes 29 seconds West along said East Right-of-Way line of 40th Avenue for 326.82 feet to a point on the North boundary of a Street Deed (Proposed Offerral Street); thence along the north boundary of said street deed for the following two calls: run North 89 degrees 33 minutes 00 seconds East for 10.07 feet; thence run along a curve to the left for 84.30 feet, said curve having a radius of 75.00 feet, an included angle of 64 degrees 23 minutes 55 seconds, chord bearing of North 55 degrees 51 minutes 06 seconds East and a Chord length of 79.93 feet; thence run along a curve to the right for 76.72 feet to a point on the boundary of property owned by University Mall, LLC., said curve having a radius of 144.42 feet, an included angle of 30 degrees 26 minutes 12 seconds, chord bearing of North 37 degrees 21 minutes 08 seconds East and a Chord length of 75.82 feet; thence leaving the north boundary of said street deed, run along the boundary of University Mall, LLC for the following two calls: run South 88 degrees 54 minutes 00 seconds East for 171.17 feet; thence run North 01 degree 11 minutes 51 seconds East for 199.84 feet to a point on the South boundary of property owned by AS Exchange, LLC.; thence leaving said boundary of University Mall, LLC. run along the boundary of AS Exchange, LLC. for the following three calls: run North 88 degrees 51 minutes 37 seconds West for 141.20 feet; thence run North for 108.90 feet; thence run North 70 degrees 35 minutes 23 seconds East for 46.51 feet to the SW corner of property owned by Bank of Hattiesburg; thence run North 01 degree 13 minutes 23 seconds East along West boundary of property owned by Bank of Hattiesburg for 125.00 feet to the south Right-of-Way Line of US Hwy 98; thence run South 88 degrees 52 minutes 42 seconds East along said south Right-of-Way for 899.27 feet to the NW corner of property owned by Royal Oaks Rental Property, LLC.; thence leaving said south Right-of-Way of US Hwy 98 run along the boundary of Royal Oaks Rental Property, LLC for the following two calls: run South 00 degrees 39 minutes 57 seconds East for 150.00 feet; thence run South 88 degrees 48 minutes 36 seconds East for 150.00 feet to the West Right-of-Way line of 37th Avenue; thence leaving the boundary of Royal Oaks Rental Property, LLC run along the West Right-of-Way line of 37th Avenue for the following two calls: run South 00 degrees 00

minutes 44 seconds East for 665.27 feet; thence run South 00 degrees 03 minutes 31 seconds East for 468.50 feet to the SE corner of property owned by South 37th LLC.; thence run West along South boundary of property owned by South 37th LLC for 600.48 feet back to the Point of Beginning.

Said parcel contains 27.95 acres more or less.

**EXHIBIT 2**

**PLAT OF PROPOSED MIDTOWN MARKET TAX INCREMENT FINANCING DISTRICT**
**(August 9, 2013)**

# MID TOWN MARKET
## Proposed TIF Parcel

N.T.S.

AUGUST, 2013

NOT A PROPERTY BOUNDARY SURVEY

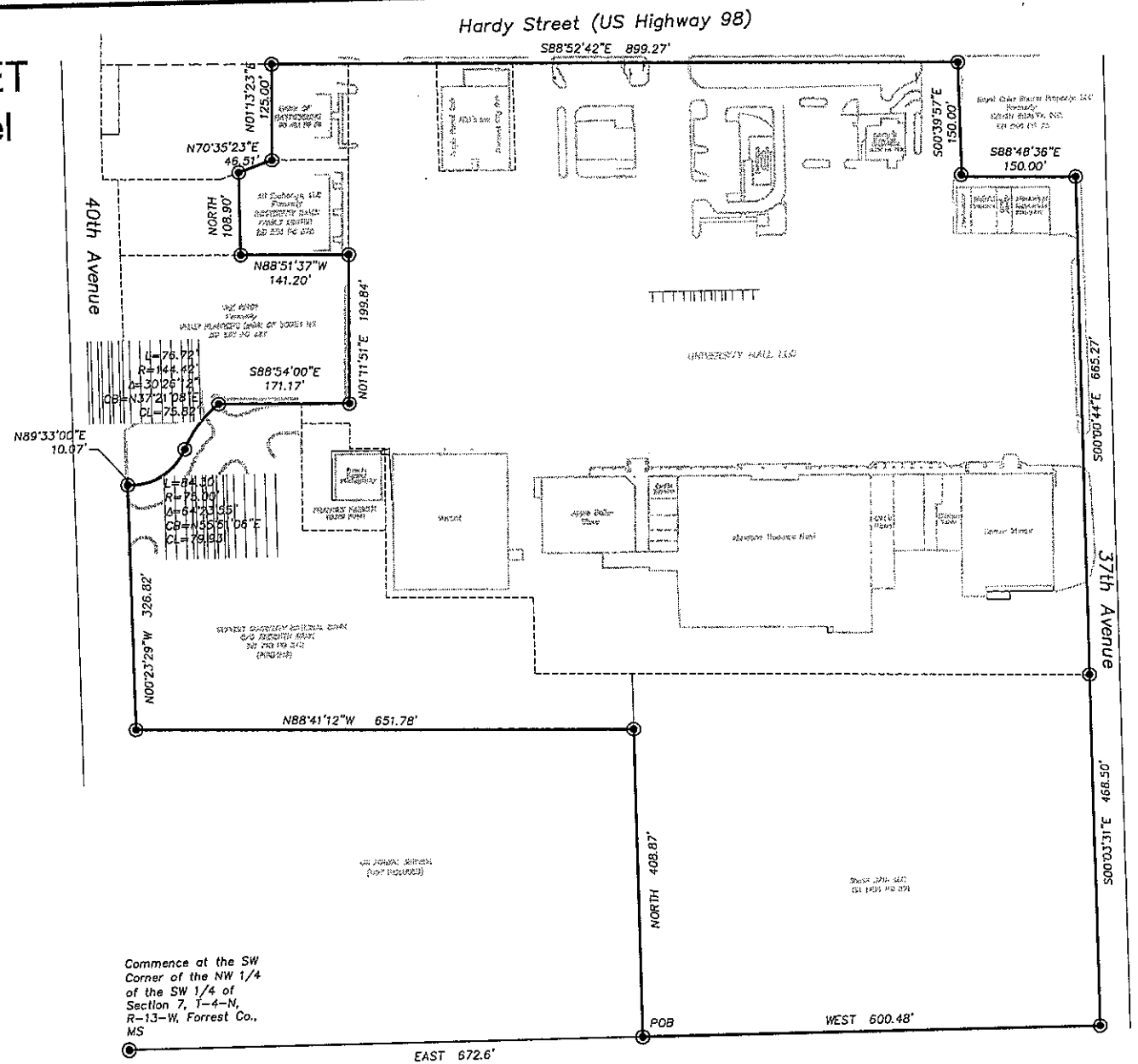
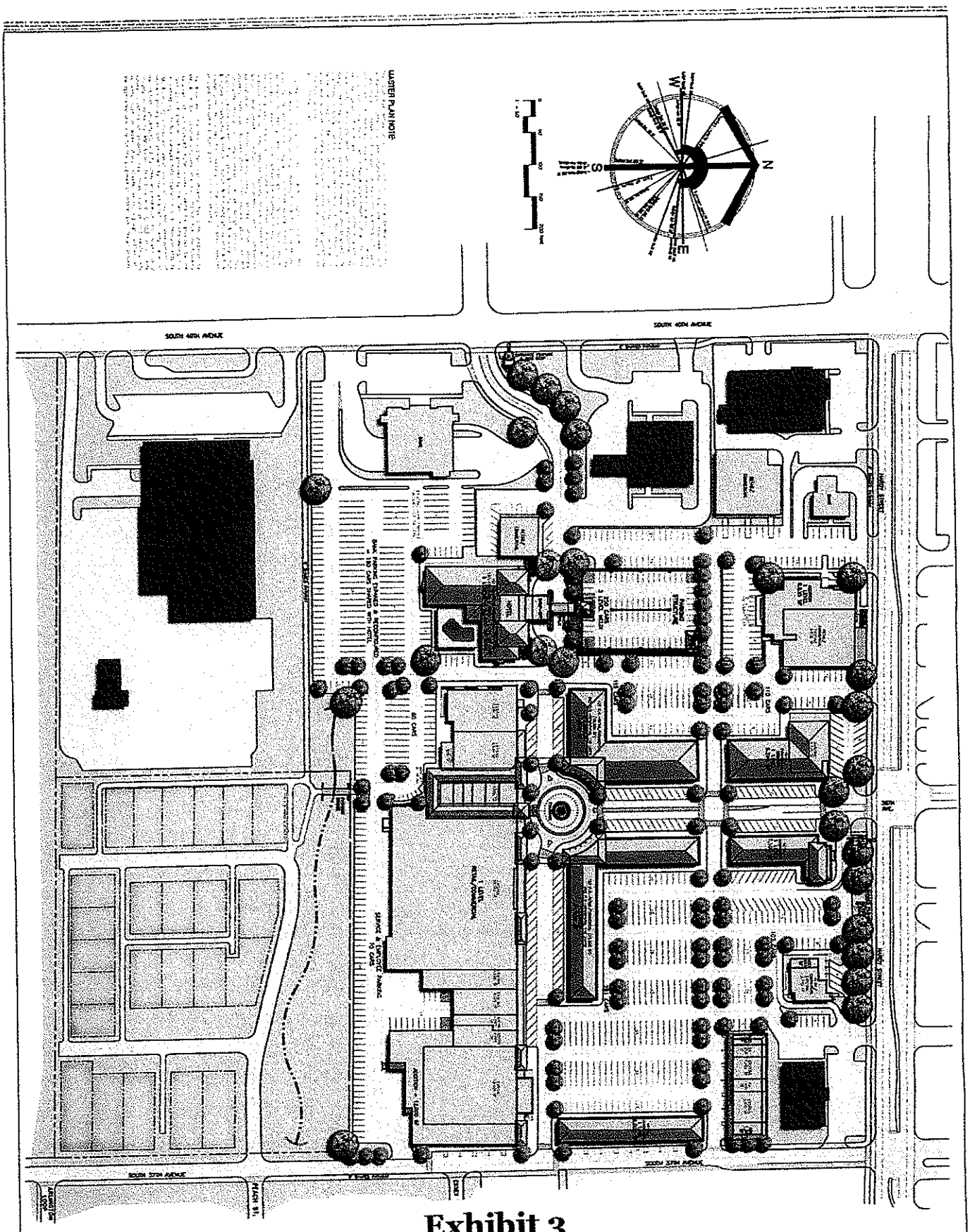



Exhibit 2

# EXHIBIT 3

## DRAFT CONCEPUTAL DEVELOPMENT PLAN (NON-BINDING)

## (City of Hattiesburg Charrette – December 18, 2012)


MASTER PLAN NOTE
SOUTH 40TH AVENUE
SOUTH 40TH AVENUE
SOUTH 37TH AVENUE
SOUTH 37TH AVENUE
HARDY STREET
HARDY STREET
HIGH STREET
HIGH STREET
HOTEL
RETAIL/RESTAURANT
SERVICE & EMPLOYEE PARKING
10 CARS
60 CARS
RETAIL
RETAIL
RETAIL

# EXHIBIT 4

## PROJECTIONS AND ANALYSIS

**(Government Consultants – Phase I: 8/14/13 and Phases II and III: 9/5/13)**

HATTIESBURG MIDTOWN MARKET TIF -- REVISED PRELIMINARY CALCULATIONS - INFORMATION PROVIDED BY RON FARRIS

Scenario 3 - Tax Incremental Project Revenue Projections - 15 Year Financing 8/14/2013

| Projected - Assessment True Values: | | |
|---|---|---|
| Real Property & Personal Required Incremental Increases | 8,155,025 | |
| Personal Property | | |
| Grand Totals - Estimated Assessment True Values | | 8,155,025 |
| Assessment % for Commercial Property | | 15.00% |
| Total Estimated Assessed Valuations | | 1,223,254 |

| Projected Pledged TIF Revenues | City | County |
|---|---|---|
| Total Estimated Property Assessed Valuations | 1,223,254 | 1,223,254 |
| Tax Millage Pledged to the TIF Project | 41.08 | 55.08 |
| Incremental Increase in Property Tax Revenues | 50,251 | 67,377 |
| County Pledge of Incremental Increase | | 100.00% |
| Pledged Property Tax Revenues | 50,251 | 67,377 |
| Less Tax on Property Before TIF' | | (5,000) |
| Pledged Sales Tax Revenues | 0 | 0 |
| Incremental Ad Valorem Tax Revenues Available for TIF Project | 50,251 | 62,377 |
| Less: Debt Service Coverage Requirement | 115.00% | 115.00% |
| Projected Revenues available for Debt Service | 43,697 | 54,241 |

| Supportable Debt Assumptions: | | | |
|---|---|---|---|
| - Life of Bond Issue | 15 years | | |
| - Capitalized Interest | 0 year | | |
| - Interest Rate (taxable) | 5.00% | | |
| - Avg Annual Payment | 97,937 | | |
| | City | County | Total |
| **- Supportable Debt** | **453,557** | **563,000** | **1,016,557** |
| **- Available Revenues** | **50,251** | **62,377** | **112,628** |
| **- Debt Service Coverage** | **115.00% x's** | **115.00% x's** | **115.00% x's** |
| **- Percentage of Bond Issue** | **44.62%** | **55.38%** | **100.00%** |

| Bond Issue Proceeds Available to Project | | |
|---|---|---|
| Tax Increment Bond Issue | 1,015,000 | 100.00% |
| Less: | | |
| Capitalized Interest | 0 | 0.00% |
| Debt Service Reserve Fund | 0 | 0.00% |
| Cost of Issuance | (50,750) | -5.00% |
| **Net to Developer - without cap interest** | **964,250** | **95.00%** |

## HATTIESBURG MIDTOWN MARKET TIF - PRELIMINARY CALCULATIONS FOR PHASE 2

Phase 2 - Tax Incremental Project Revenue Projections - 15 Year Financing 9/5/2013

| Projected - Assessment True Values: | | |
|---|---|---|
| Real Property & Personal Required Incremental Increases | 10,800,000 | |
| Personal Property | | |
| Grand Totals - Estimated Assessment True Values | | 10,800,000 |
| Assessment % for Commercial Property | | 15.00% |
| Total Estimated Assessed Valuations | | 1,620,000 |

| Sales Tax Assumptions | |
|---|---|
| Gross Sales in TIF Project | 0 |
| Less Projected % of Existing "Relocated" Sales | 0.00% |
| New Sales Created by TIF Project | 0 |
| New Sales Tax Dollars Generated back to City | 0 |
| % of New Sales Tax Dollars Pledged to TIF Project | 0.00% |

| Projected Pledged TIF Revenues | City | County |
|---|---|---|
| Total Estimated Property Assessed Valuations | 1,620,000 | 1,620,000 |
| Tax Millage Pledged to the TIF Project | 41.08 | 55.08 |
| Incremental Increase in Property Tax Revenues | 66,550 | 89,230 |
| County Pledge of Incremental Increase | | 100.00% |
| Pledged Property Tax Revenues | 66,550 | 89,230 |
| Less Tax on Property Before TIF' | | (5,000) |
| Pledged Sales Tax Revenues | 0 | 0 |
| Incremental Ad Valorem Tax Revenues Available for TIF Project | 66,550 | 84,230 |
| Less: Debt Service Coverage Requirement | 115.00% | 115.00% |
| Projected Revenues available for Debt Service | 57,869 | 73,243 |

| Supportable Debt Assumptions: | | | |
|---|---|---|---|
| - Life of Bond Issue | 15 years | | |
| - Capitalized Interest | 0 year | | |
| - Interest Rate (taxable) | 5.00% | | |
| - Avg Annual Payment | 131,112 | | |
| | City | County | Total |
| - Supportable Debt | 600,663 | 760,239 | 1,360,901 |
| - Available Revenues | 66,550 | 84,230 | 150,779 |
| - Avg. Annual Debt Service | $57,869 | $73,243 | 131,112 |
| - Debt Service Coverage | 115.00% x's | 115.00% x's | 115.00% x's |
| - Percentage of Bond Issue | 44.14% | 55.86% | 100.00% |

| Bond Issue Proceeds Available to Project | | |
|---|---|---|
| Tax Increment Bond Issue | 1,360,000 | 100.00% |
| Less: | | |
| Capitalized Interest | 0 | 0.00% |
| Debt Service Reserve Fund | 0 | 0.00% |
| Cost of Issuance | (68,000) | -5.00% |
| Net to Developer - without cap interest | 1,292,000 | 95.00% |

HATTIESBURG MIDTOWN MARKET TIF - PRELIMINARY CALCULATIONS FOR PHASE 3

Phase 3 - Tax Incremental Project Revenue Projections - 15 Year Financing 9/5/2013

| Projected - Assessment True Values: | | |
|---|---|---|
| Real Property & Personal Required Incremental Increases | 10,000,000 | |
| Personal Property | | |
| Grand Totals - Estimated Assessment True Values | | 10,000,000 |
| Assessment % for Commercial Property | | 15.00% |
| Total Estimated Assessed Valuations | | 1,500,000 |

| Sales Tax Assumptions | |
|---|---|
| Gross Sales in TIF Project | 0 |
| Less Projected % of Existing "Relocated" Sales | 0.00% |
| New Sales Created by TIF Project | 0 |
| New Sales Tax Dollars Generated back to City | 0 |
| % of New Sales Tax Dollars Pledged to TIF Project | 0.00% |

| Projected Pledged TIF Revenues | City | County |
|---|---|---|
| Total Estimated Property Assessed Valuations | 1,500,000 | 1,500,000 |
| Tax Millage Pledged to the TIF Project | 41.08 | 55.08 |
| Incremental Increase in Property Tax Revenues | 61,620 | 82,620 |
| County Pledge of Incremental Increase | | 100.00% |
| Pledged Property Tax Revenues | 61,620 | 82,620 |
| Less Tax on Property Before TIF' | | (5,000) |
| Pledged Sales Tax Revenues | 0 | 0 |
| Incremental Ad Valorem Tax Revenues Available for TIF Project | 61,620 | 77,620 |
| Less: Debt Service Coverage Requirement | 115.00% | 115.00% |
| Projected Revenues available for Debt Service | 53,583 | 67,496 |

| Supportable Debt Assumptions: | | | |
|---|---|---|---|
| - Life of Bond Issue | 15 years | | |
| - Capitalized Interest | 0 year | | |
| - Interest Rate (taxable) | 5.00% | | |
| - Avg Annual Payment | 121,078 | | |
| | City | County | Total |
| - Supportable Debt | 556,169 | 700,582 | 1,256,751 |
| - Available Revenues | 61,620 | 77,620 | 139,240 |
| - Avg. Annual Debt Service | $53,583 | $67,496 | 121,078 |
| - Debt Service Coverage | 115.00% x's | 115.00% x's | 115.00% x's |
| - Percentage of Bond Issue | 44.25% | 55.75% | 100.00% |

| Bond Issue Proceeds Available to Project | | |
|---|---|---|
| Tax Increment Bond Issue | 1,255,000 | 100.00% |
| Less: | | |
| Capitalized Interest | 0 | 0.00% |
| Debt Service Reserve Fund | 0 | 0.00% |
| Cost of Issuance | (62,750) | -5.00% |
| Net to Developer - without cap interest | 1,192,250 | 95.00% |

# City of Hattiesburg, MS

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

## Master

### File Number: 2013-98

**File ID:** 2013-98 **Type:** Resolution **Status:** Passed

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

**File Created:** 10/15/2013

**Brief Title:** Resolution bond purchase agreement for $28,000,000 **Final Action:** 10/22/2013

**Minute Book Number:** MB2013-315-316

**Title:**

Adopt a Resolution approving the form of and the execution of a bond purchase agreement in connection with the sale by the Mississippi Development Bank of its Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) in the aggregate principal amount of not to exceed twenty-eight million dollars ($28,000,000) to provide funds for a loan between the City and the Bank pursuant to the loan agreement secured by a promissory note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) in the principal amount of not to exceed twenty-eight million dollars ($28,000,000) (The Note); and approving the form of and execution of, as applicable, The Loan Agreement, The Note, The Indenture of Trust, The Preliminary Official Statement and The Bond Purchase Agreement (all as herein defined).

**Notes:**

**Sponsors:** **Enactment Date:**

**Attachments:** Resolution Bond Purchase Water & Sewer Bonds Series 2013, Exh A Loan Agreement and Series 2013 Note, Exh B Indenture of Trust, Exh D Bond Purchase Agreement, Exh C Preliminary Official Statement, executed Resolution Bond Purchase Water & Sewer Bonds Series 2013 RES2013-124, executed Exh A Loan Agreement and Series 2013 Note, executed Exh C Preliminary Official Statement, executed Exh D Bond Purchase Agreement

**Enactment Number:**

**Contact:** Connie Everett **Meeting Date:** 10/22/2013

**Drafter:** **Effective Date:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 10/22/2013 | Adopt | | | | Pass |

**Action Text:** A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Adopt a Resolution approving the form of and the execution of a bond purchase agreement in connection with the sale by the Mississippi Development Bank of its Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) in the aggregate principal amount of not to exceed twenty-eight million dollars ($28,000,000) to provide funds for a loan between the City and the Bank pursuant to the loan agreement secured by a promissory note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) in the principal amount of not to exceed twenty-eight million dollars ($28,000,000) (The Note); and approving the form of and execution of, as applicable, The Loan Agreement, The Note, The Indenture of Trust, The Preliminary Official Statement and The Bond Purchase Agreement (all as herein defined).

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

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

Nays: 0

| | | |
|---|---|---|
| Yea: | 5 | Council Member Bradley<br>Council Member Delgado<br>Council Member Carroll<br>Council Member Dryden<br>Council Member Naylor |
| TEL-No Vote: | 0 | |

**Text of Legislative File 2013-98**

## Title

Adopt a Resolution approving the form of and the execution of a bond purchase agreement in connection with the sale by the Mississippi Development Bank of its Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) in the aggregate principal amount of not to exceed twenty-eight million dollars ($28,000,000) to provide funds for a loan between the City and the Bank pursuant to the loan agreement secured by a promissory note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) in the principal amount of not to exceed twenty-eight million dollars ($28,000,000) (The Note); and approving the form of and execution of, as applicable, The Loan Agreement, The Note, The Indenture of Trust, The Preliminary Official Statement and The Bond Purchase Agreement (all as herein defined).

## Summary

## Budget Information

## Expenditure Type

## Purchasing Item

## Publication Information

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") APPROVING THE FORM OF AND THE EXECUTION OF A BOND PURCHASE AGREEMENT IN CONNECTION WITH THE SALE BY THE MISSISSIPPI DEVELOPMENT BANK (THE "BANK") OF ITS SPECIAL OBLIGATION BONDS, SERIES 2013 (HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM REFUNDING AND CONSTRUCTION PROJECT) IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWENTY EIGHT MILLION DOLLARS ($28,000,000) TO PROVIDE FUNDS FOR A LOAN BETWEEN THE CITY AND THE BANK PURSUANT TO THE LOAN AGREEMENT SECURED BY A PROMISSORY NOTE (HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM REFUNDING AND CONSTRUCTION PROJECT) IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWENTY EIGHT MILLION DOLLARS ($28,000,000) (THE "NOTE"); AND APPROVING THE FORM OF AND EXECUTION OF, AS APPLICABLE, THE LOAN AGREEMENT, THE NOTE, THE INDENTURE OF TRUST, THE PRELIMINARY OFFICIAL STATEMENT AND THE BOND PURCHASE AGREEMENT (ALL AS HEREIN DEFINED).**

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

1. The City is authorized under the provisions of Sections 21-27-23 and 21-27-41 through 21-27-69, Mississippi Code of 1972, as amended from time to time (the “Bond Act”) and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended from time to time (the "Bank Act" and together with the Bond Act, the "Act"), to borrow in such amounts from the Mississippi Development Bank (the "Bank") as it may find necessary and proper in order to provide funds for (i) repairing, improving and extending the combined water and sewer system of the City (the "System") which repairs, improvements, and extensions are to be done substantially in accordance with plans and specifications prepared by engineers employed by the City and approved by the Governing Body (the “Construction Project”), (ii) the current refunding of the City’s outstanding General Obligation Note, Series 2013, dated March 29, 2013, issued in the original principal amount of $3,000,0000 (the “Refunding Project”), and (iii) other authorized purposed under the Act, including funding a debt service reserve fund for the Series 2013 Bonds (as hereinafter defined), paying capitalized interest and paying the costs of issuance for the Series 2013 Bonds and the Series 2013 Note (as hereinafter defined) (together, the "Project").

2. On August 21, 2013, the Governing Body of the City adopted a certain resolution entitled "RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, TO ISSUE COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2013, OF THE CITY OF HATTIESBURG, MISSISSIPPI, OR TO BORROW FUNDS BY ENTERING INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWENTY EIGHT MILLION DOLLARS ($28,000,000) TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR (I) IMPROVING, REPAIRING, AND EXTENDING THE COMBINED WATER AND SEWER SYSTEM OF THE CITY OF HATTIESBURG, MISSISSIPPI; (II) REFUNDING THE OUTSTANDING CITY OF HATTIESBURG, MISSISSIPPI $3,000,000 GENERAL OBLIGATION NOTE, SERIES 2013,

DATED MARCH 19, 2013; AND (III) FOR OTHER AUTHORIZED PURPOSES UNDER MISSISSIPPI CODE SECTIONS 31-25-1 ET SEQ., AS AMENDED, AND/OR SECTIONS 21-27-23 AND 21-27-41 THROUGH 21-27-69, AS AMENDED, AS APPLICABLE; AND DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION" (the "Intent Resolution").

3. As required by law and as directed by the Intent Resolution, the Intent Resolution was published once a week for at least three (3) consecutive weeks in *The Hattiesburg American*, a newspaper published in and having a general circulation within the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, and the last publication of the Intent Resolution being (a) not more than ten (10) days prior to October 4, 2013, the date set forth in the Intent Resolution as the deadline for the filing of objection or protest and (b) more than ten (10) days prior to October 8, 2013, the date set forth in the Intent Resolution for the meeting of the Governing Body to authorize the issuance of the Series 2013 Bonds or entering into a Loan (as defined herein) with the Bank, such notice being published in the newspaper on September 13, 20 and 27, 2013.

4. On October 8, 2013, the Governing Body of the City adopted a resolution (the "No Protest Resolution") stating that on or prior to the hour of 5:00 o'clock p.m. on October 4, 2013, no petition signed by twenty percent (20%) of the qualified electors of the City objecting to and protesting against the issuance of the bonds or the loan nor any other objection of any kind or character against the bonds or the loan described in the Intent Resolution had been filed or presented by the qualified electors of the City, and authorized the loan.

5. The Intent Resolution and the No Protest Resolution of the Governing Body, as described above, and this resolution meet the requirements of the Act and are acceptable with respect to the issuance of the Series 2013 Note.

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

7. It is necessary, proper and economically feasible that the City borrow money by entering into the Loan with the Bank secured by the Series 2013 Note pursuant to the Act for the purposes herein stated and under the procedures hereinafter set forth and as provided by law to provide funds for the Project.

8. After careful study and investigation by the City, it appears to be in the best interest of the City, and in furtherance of the Act to authorize the issuance of not to exceed $28,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), to be dated the date of delivery thereof (the "Series 2013 Bonds"), for the purpose of making the Loan to the City (the "Loan") under the terms and provisions of the Loan Agreement secured by the Series 2013 Note for the purpose of providing funds for the Project.

9. The Governing Body desires (i) to authorize the sale of the sale of the Series 2013 Bonds to Duncan-Williams, Inc., Memphis, Tennessee and Piper Jaffray & Co., Memphis, Tennessee (together, the "Original Purchaser"); (ii) to approve the form of and distribution of the preliminary official statement (the "Preliminary Official Statement") in connection with the sale of the Series 2013 Bonds; (iii) to approve the form of and authorize the execution of the Bond

Purchase Agreement (the "Bond Purchase Agreement"), by the Mayor and City Clerk, acting for and on behalf of the Governing Body of the City, for the sale of the Series 2013 Bonds to the Original Purchaser, subject to approval by the Bank and certain other conditions as hereinafter set forth; (iv) to approve the payment of costs of issuance expenses for the Series 2013 Bonds and the Series 2013 Note; and (v) to approve other related matters.

10. If in the opinion of the Bank, Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Ridgeland, Mississippi, as Bond Counsel (the "Bond Counsel"), the Original Purchaser, and Government Consultants, Inc., Jackson, Mississippi, as financial advisor to the Bank (the "Financial Advisor"), a supplement or amendment to the Preliminary Official Statement and/or Official Statement (the "Official Statement") is necessary to provide proper disclosure for the Series 2013 Bonds, the Governing Body of the City desires to authorize (a) Bond Counsel and/or Original Purchaser's counsel, to prepare such supplement or amendment to the Preliminary Official Statement and/or the Official Statement in a form and in a manner approved by the Original Purchaser and (b) the Original Purchaser to provide distribution of such supplement or amendment to the Preliminary Official Statement and/or Official Statement, as the case may be, in connection with the sale of the Series 2013 Bonds.

11. The Governing Body finds it necessary to approve the form of and execution of, as applicable, the Loan Agreement, to be dated the date of delivery thereof, between the Bank and the City (the "Loan Agreement"), the Series 2013 Note, the Indenture of Trust, to be dated the date of delivery of the Series 2013 Bonds, between the Bank and Hancock Bank, Jackson, Mississippi (the "Trustee") (the "Indenture"), and the Bond Purchase Agreement (the "Bond Purchase Agreement"), by and among the Bank, the City and the Original Purchaser of the Series 2013 Bonds.

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

**SECTION 1.** The Governing Body of the City does hereby approve the sale of the Series 2013 Bonds to the Original Purchaser. Based on the recommendation of the Financial Advisor and Bond Counsel, the Mayor is hereby authorized to execute the Bond Purchase Agreement for the sale by the Bank of the Series 2013 Bonds with such changes, insertions and omissions as may be approved by such officer, said execution being evidence of such approval provided that the parameters in the following sentence are met. The Governing Body hereby agrees to approve the sale of the Series 2013 Bonds by the Bank pursuant to the terms and conditions of the Bond Purchase Agreement subject to the approval of the Mayor of the following: (1) net interest cost of not more than eleven percent (11%) for the Series 2013 Bonds; (2) approval by the Bank of the Bond Purchase Agreement for the sale of the Series 2013 Bonds evidenced by the Bank's execution of the Bond Purchase Agreement; (3) term of the Series 2013 Bonds of not to exceed 30 years; (4) bond size for the Series 2013 Bonds of not to exceed $28,000,000, and (5) terms and provisions of the Series 2013 Bonds in compliance with the Act.

**SECTION 2.** The Loan Agreement, including the form of the Series 2013 Note, is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute said Loan Agreement and Series 2013 Note on behalf of the City. All provisions of the Loan Agreement, including the Series 2013 Note, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be a part of this resolution fully and to the same

extent as if separately set out verbatim herein, which said Loan Agreement and Series 2013 Note shall be in substantially the form attached hereto as **EXHIBIT A**, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

**SECTION 3.** The form of the Indenture as submitted to this meeting and made a part of this resolution as though set forth in full herein shall be, and the same hereby is, approved in substantially the form as attached hereto as **EXHIBIT B** with such completions, changes, insertions and modifications as shall be approved by the Mayor and City Clerk prior to execution and delivery by the Mississippi Development Bank and the Trustee in connection with the Loan to the City of the proceeds of the Series 2013 Bonds.

**SECTION 4.** The Preliminary Official Statement and the Bond Purchase Agreement for utilization in the sale of the Series 2013 Bonds are hereby approved and ratified in substantially the form attached hereto as **EXHIBIT C** and **EXHIBIT D**, respectively. The Mayor is hereby authorized and directed to execute and deliver, as applicable, the Preliminary Official Statement and the Bond Purchase Agreement with such changes, insertions and omissions as may be approved by such officer, said execution being conclusive evidence of such approval. The Mayor is hereby authorized and directed to approve the final Official Statement on behalf of the Governing Body with such changes from the Preliminary Official Statement as he may approve, and, the Governing Body hereby authorizes and ratifies, the distribution of said Preliminary Official Statement and the Bond Purchase Agreement and said final Official Statement and the use thereof by the Financial Advisor and Bond Counsel in connection with the sale of the Series 2013 Bonds.

**SECTION 5.** If in the opinion of Bond Counsel, the Original Purchaser and the Financial Advisor, a supplement or amendment to the Preliminary Official Statement and/or Official Statement is necessary to provide proper disclosure for the Series 2013 Bonds, the Governing Body of the City hereby authorizes (a) Bond Counsel and/or Original Purchaser's counsel to prepare and distribute such supplement or amendment to the Preliminary Official Statement and/or the Official Statement in a form and in a manner approved by the Original Purchaser, and (b) the Original Purchaser to provide distribution of such supplement or amendment to the Preliminary Official Statement and/or Official Statement, as the case may be, in connection with the sale of the Series 2013 Bonds, with the distribution of such supplement or amendment being conclusive evidence of the approval of the Governing Body of the City.

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

**SECTION 7.** Hancock Bank, Jackson, Mississippi, is hereby approved by the City to serve as trustee under the Indenture (the "Trustee").

**SECTION 8.** Upon receiving the recommendation of the Financial Advisor to the Bank, Bond Counsel and Counsel to the City, the Mayor is hereby authorized and directed to make all final determinations necessary to prepare the Preliminary Official Statement, the Bond Purchase Agreement, the Indenture, the Loan Agreement and the Series 2013 Note for the sale of the Series 2013 Bonds, including the date of sale, the dated date of the Series 2013 Bonds, the final

principal amount of the Series 2013 Bonds, the maturity schedule relating to the Series 2013 Bonds, the redemption terms of the Series 2013 Bonds and any other terms thereof; provided, however, that all such determinations shall be made subject to approval by the Mayor, acting for and on behalf of the City, pursuant to this resolution and the Executive Director of the Bank, acting for and on behalf of the Bank, pursuant to a resolution to be adopted by the Bank at its November meeting, to be evidenced by the execution of the Bond Purchase Agreement for the sale of the Series 2013 Bonds.

**SECTION 9.** If the Bank executes a commitment for the provision of municipal bond insurance and/or a debt service reserve surety bond for the Series 2013 Bonds and any additional documents and certificates which are required by any provider of such municipal bond insurance and/or debt service reserve surety bond selected to provide credit enhancement in connection with the issuance of the Series 2013 Bonds, the Mayor is hereby authorized to approve any changes, insertions and omissions as may be required by the provider of the municipal bond insurance and/or debt service reserve surety bond to the Indenture, the Loan Agreement, the Series 2013 Note, or the Preliminary Official Statement as are approved by the Executive Director of the Bank evidenced by his execution of the commitment for said municipal bond insurance and/or debt service reserve surety bond and other additional documents and certificates for each of the Series 2013 Bonds.

**SECTION 10.** The Mayor and City Clerk are hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the Trustee to pay on the Closing Date of the Series 2013 Bonds the costs of issuance of said Series 2013 Bonds and the Series 2013 Note; provided, however, total costs of issuance for said Series 2013 Bonds and the Series 2013 Note (excluding the Original Purchaser's discount and excluding the premiums for municipal bond insurance and the debt service reserve surety bond and the original issue discount) shall not exceed 5% of the par amount of the Series 2013 Bonds.

**SECTION 11.** The Mayor and the City Clerk be, and they are hereby authorized and directed for and on behalf of the Governing Body, to take any and all such action as may be required by the City to carry out and to give effect to the aforesaid documents authorized pursuant to this resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this resolution in order to evidence said authority, including the approval of the final Official Statement in connection with the Series 2013 Bonds.

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

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

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

The President thereby declared the motion carried and the resolution adopted, this the 22nd day of October, 2013.

**(SEAL)**

**ATTEST:** **ADOPTED:**

**CLERK OF COUNCIL** **PRESIDENT**

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 22nd day of October, 2013.

**CITY CLERK** **MAYOR**

**EXHIBIT A**

**FORM OF LOAN AGREEMENT AND SERIES 2013 NOTE**

**EXHIBIT B**

**FORM OF INDENTURE OF TRUST**

**EXHIBIT C**

**FORM OF PRELIMINARY OFFICIAL STATEMENT**

# EXHIBIT D

# FORM OF BOND PURCHASE AGREEMENT

Jackson 7400517v1

**LOAN AGREEMENT**

**BETWEEN**

**MISSISSIPPI DEVELOPMENT BANK**

**AND**

**THE CITY OF HATTIESBURG, MISSISSIPPI**

**ACKNOWLEDGED AND ACCEPTED BY:**

**HANCOCK BANK**
**JACKSON, MISSISSIPPI**

**SECURED BY:**

**$28,000,000**
**PROMISSORY NOTE**
**(HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM REFUNDING AND CONSTRUCTION PROJECT)**
**DATED AS OF _____, 2013**

**The interest of the Mississippi Development Bank in this Loan Agreement, except for certain rights retained by the Issuer pursuant to Section 4.6 hereof, has been assigned to Hancock Bank, Jackson, Mississippi, as Indenture Trustee.**

**This instrument was drafted by:**

**BUTLER, SNOW, O'MARA, STEVENS & CANNADA, PLLC**
**Attorneys At Law**
**Suite 1400**
**1020 Highland Colony Parkway**
**Post Office Box 6010**
**Ridgeland, MS 39158-6010**

**and**

**THE MAY LAW FIRM, PLLC**
**728 North Congress Street**
**Jackson, MS 39225**

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# LOAN AGREEMENT

This **LOAN AGREEMENT**, dated as of _____, 2013 (the "Loan Agreement"), is by and between the **MISSISSIPPI DEVELOPMENT BANK**, a public body corporate and politic of the State of Mississippi (the "State"), exercising essential public functions (the "Bank" or "Issuer") and organized under the provisions of Mississippi Code of 1972, Sections 31-25-1 et seq. (as from time to time amended, the "Bank Act"), and the **CITY OF HATTIESBURG, MISSISSIPPI**, a political subdivision organized and validly existing under the Constitution and laws of the State of Mississippi (the "City").

## RECITALS:

A. The Issuer is authorized by the provisions of the Bank Act, to, among other things, loan money to local governmental units for any purposes set forth under the Bank Act and to finance such assistance to such local governmental units by the issuance of revenue bonds.

B. The Issuer is further authorized to issue revenue bonds for the purpose of providing funds to pay all or a part of the cost of providing the aforementioned loans to local governmental units; and to pledge or assign any money, rents, charges, fees or other revenues and any proceeds derived from the loans with such local governmental units.

C. The Issuer has duly authorized as a project under Sections 21-27-23 and 21-27-41 through 21-27-69, Mississippi Code of 1972 as amended from time to time (the “Bond Act” and together with the Bank Act, the “Act”) the Bank Act the financing of the Project (as hereinafter defined).

D. The Issuer has duly authorized the issuance, as provided in the Indenture (as hereinafter defined), of its Mississippi Development Bank Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) (the "Series 2013 Bonds") pursuant to the Act in the maximum aggregate principal amount of $28,000,000 in order to loan the Net Proceeds, as hereinafter defined, thereof to the City to provide for the financing of the Construction Project, as hereinafter defined, pursuant to this Loan Agreement secured by a promissory note whereby the amount of payments to be made to the Issuer by the City under the promissory note shall be sufficient to pay the principal of, premium, if any, and interest on the Series 2013 Bonds as and when the same shall become due and payable.

E. The Series 2013 Bonds are to be issued pursuant to and secured by an Indenture dated even date herewith, by and between the Issuer and the Indenture Trustee (as hereinafter defined).

F. The Issuer shall loan the proceeds of the Series 2013 Bonds to the City pursuant to the terms and provisions of this Loan Agreement as authorized, executed and delivered by the City.

G. The Series 2013 Bonds are being issued with a Bond Insurance Policy, as hereinafter defined, issued by Assured Guaranty Municipal Corp. guaranteeing the scheduled payment of the principal of and interest on the Series 2013 Bonds when due. Notwithstanding

anything to the contrary as set forth in the Loan Agreement, all provisions of the Loan Agreement are subject to the terms and provisions of the Bond Insurance Policy, the Reserve Policy and the Insurance Agreement, all as hereinafter defined, as set forth in ARTICLE XIII and XIV of the Indenture and as set forth in each document.

H. To further secure the payment of the Series 2013 Bonds pursuant to this Loan Agreement, the City has authorized, executed and delivered a promissory note, which promissory note and this Loan Agreement (except certain rights retained by the Issuer) the Issuer has assigned or will assign to the Indenture Trustee and are being issued on parity with the City's 2006 Note and 2012 Note, as hereinafter defined.

I. To further secure the payment of the Series 2013 Bonds, the City will pledge the Net Revenues, as hereinafter defined, of the combined water and sewer system (the "System") of the City, subject to the parity lien of the 2006 Note and 2012 Note of the City.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS LOAN AGREEMENT WITNESSETH:**

That the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, do hereby agree as follows:

## ARTICLE I

## DEFINITIONS, EXHIBITS AND MISCELLANEOUS

### SECTION 1.1. Definitions.

The terms used herein, unless the context hereof shall require otherwise, shall have the following meanings, and any other terms defined in Section 1.01 of the Indenture (as set forth in **EXHIBIT A** and incorporated herein by reference) shall have the same meanings when used herein as assigned them in the Indenture, unless the context or use thereof indicates another or different meaning or intent.

Act: Sections 31-25-1 et seq. of the Mississippi Code of 1972, as amended and supplemented;

Additional Charges: the payments required by Section 4.4 of this Loan Agreement;

Administrative Expenses: the reasonable and necessary fees, costs or expenses incurred or payable by the City to the Issuer pursuant to this Loan Agreement or the Indenture, including compensation and expenses paid to or incurred by the Indenture Trustee or any paying agent under this Loan Agreement or the Indenture;

Amortized Value: when used with respect to securities purchased at a premium above or a discount below par, the value as of any given date obtained by dividing the total amount of the premium or the discount at which such securities were purchased by the number of days remaining to maturity of such securities at the time of such purchase and by multiplying the amount so calculated by the number of days having passed from the date of such purchase; and

(i) in the case of securities purchased at a premium, by deducting the product thus obtained from the purchase price and (ii) in the case of securities purchased at a discount, by adding the product thus obtained to the purchase price;

Annual Budget: the budget or amended budget in effect as provided in or adopted pursuant to Section 6.9 hereof;

Authorized City Representative: any person or persons at the time designated to act on behalf of the City by a written certificate, signed on behalf of the City by its Mayor or other duly authorized Person and its Clerk or other authorized Person and furnished to the Issuer and the Indenture Trustee, containing the specimen signature of each such person;

Bank: the Mississippi Development Bank, a public body corporate and politic of the State of Mississippi, exercising essential public functions and organized under the provisions of the Bank Act;

Bank Act: Section s 31-25-1 et seq. of the Mississippi Code of 1972, as amended and supplemented from time to time.

Basic Payments: the payments required by Section 4.2 of this Loan Agreement;

Bond Act: Sections 21-27-23 and 21-27-41 through 21-27-69, Mississippi Code of 1972, as amended and supplemented from time to time.

Bond Closing: the date on which there is delivery by the Issuer of, and payment for, the Bonds;

Bond Documents: the Indenture, the Loan Agreement, the Series 2013 Note, the Bond Purchase Agreement and all other agreements, instruments, documents, notices of assignment, schedules, assignments, pledges, powers of attorney, leases, trust account agreements, certificates, consents, contracts, notices, and all other written matter and all amendments, modifications, supplements, extensions and restatements thereof and thereto, and all agreements, notes, documents or instruments delivered in substitution therefor, or in lieu thereof, whether heretofore, now, or hereafter executed by or on behalf of the City, or any other person which are delivered to the Indenture Trustee, Issuer or any participant with respect to the transactions contemplated in the Indenture;

Bond Insurance Policy: means the financial guaranty insurance policy issued by the Bond Insurer guaranteeing the scheduled payment of the principal of and interest on the Series 2013 Bonds when due.

Bond Insurer: means Assured Guaranty Municipal Corp., a New York stock insurance corporation, or any successor thereto or assignee therof;

Bond Purchase Agreement: means the Bond Purchase Agreement dated _____, 2013, between the Issuer, the City and the Original Purchaser providing for the sale of the Series 2013 Bonds to the Original Purchaser;

Bondholder or Holder: the Person in whose name a Series 2013 Bond is registered in the Bond Register;

Bond Register: the registration records of the Bank kept by the Indenture Trustee to evidence the registration and transfer of the Series 2013 Bonds;

Certificate: as the case may be, either (i) a signed document attesting to or acknowledging the circumstances, representations or other matters therein stated or set forth or (ii) a signed document setting forth matters to be determined by an Authorized City Representative pursuant to this Loan Agreement;

City: the City of Hattiesburg, Mississippi;

Bond Counsel: the firm of Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Ridgeland, Mississippi, or any other firm of nationally recognized bond counsel experienced in tax exempt bond financing selected by the City and acceptable to the Issuer and the Indenture Trustee;

Code or Internal Revenue Code: the Internal Revenue Code of 1986, as amended and all applicable Treasury Regulations promulgated thereunder;

Completion Certificate: the Certificate of Completion required by Section 3.4 hereof;

Completion Date: the date as set forth in the Completion Certificate required in Section 3.4 hereof;

Construction Project: all repairs, improvements and extensions of the City's System funded from a portion of the Net Loan Proceeds of the Series 2013 Bonds;

Consulting Engineer: a reputable engineer or firm of engineers experienced in conducting analyses, tests, and studies and in rendering reports, advice and opinions in the area of water and sewer utility facilities construction and planning, selected by the City and may be a certified engineer who is an employee of the City;

Costs of the Construction Project: to the extent permitted by the Act and the Code and as applicable, whether incurred prior to or after the date of this Loan Agreement, (a) obligations of the Issuer or of the City incurred for labor, materials, machinery, equipment and other expenses and to architects, contractors, builders and materialmen in connection with the acquisition, construction, installation and equipping of the Construction Project and improvements thereto including, but not limited to, the cost of the acquisition of any land for the Construction Project; (b) the cost of contract or performance bonds or of other bonds and of insurance of all kinds that may be required or necessary prior to or during the course of construction, installation and equipping of the Construction Project; (c) all costs of architectural and engineering services, including the expenses of the Bank and the City for test boring, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or as a result of the proper construction, installation and equipping of the Construction Project; (d) compensation and expenses of the Bank, and the Indenture Trustee, legal, accounting, financial and printing expenses, fees and all other expenses incurred in connection with the issuance of the Series 2013

Bonds, which are not otherwise provided for under the terms of this Loan Agreement; (e) all other costs which the Bank or the City shall be required to pay under the terms of any contract or contracts for the acquisition (by purchase, lease or otherwise), construction, installation and equipping of the Construction Project; (f) any sums required to reimburse the Bank or the City for advances made by either of them for any of the above items, or for any other costs incurred and for work done by either of them, which are properly chargeable to the Construction Project being acquired, constructed, installed and equipped; (g) all Administrative Expenses; and (h) any other expenses or fees of the City, the Bank or the Indenture Trustee, which in the opinion of the City, the Issuer, or the Indenture Trustee respectively, are related to the Construction Project or the Series 2013 Bonds, including but not limited to, commitment and legal fees and the costs, fees and expenses of the Original Purchaser in connection with the initial sale and issuance of the Series 2013 Bonds;

Costs of the Refunding Project: to the extent permitted by the Act and the Code and as applicable, whether incurred prior to or after the date of this Loan Agreement, costs incurred in connection with the current refunding of the Refunded Bonds, including compensation and expenses of the Bank, and the Indenture Trustee, legal, accounting, financial and printing expenses, fees and all other expenses incurred in connection with the issuance of the Series 2013 Bonds, which are not otherwise provided for under the terms of this Loan Agreement and any other expenses or fees of the City, the Bank or the Indenture Trustee, which in the opinion of the City, the Issuer, or the Indenture Trustee respectively, are related to the Refunding Project or the portion of the Series 2013 Bonds issued for the Refunding Project and costs related thereto, including but not limited to, commitment and legal fees and the costs, fees and expenses of the Original Purchaser in connection with the initial sale and issuance of the Series 2013 Bonds issued for the Refunding Project and costs related thereto;

Costs of the Project: together the Costs of the Construction Project and the Costs of the Refunding Project;

Date of this Loan Agreement: as of _____, 2013;

Debt Service Payment: the aggregate of the interest and principal payable on the Series 2013 Note and any Parity Indebtedness for the specific period designated under this Loan Agreement;

Debt Service Reserve Fund: collectively all the debt service reserve funds, including Accounts created thereunder, which are required for the Bonds issued under the Indenture, as it may be supplemented from time to time;

Debt Service Reserve Requirement: means the lesser of the following: (i) of the maximum amount of principal and interest becoming due in the current or any future bond year (meaning each 1 year period (or such shorter period as hereinafter defined) beginning on _____ 2 of one year and ending on _____ 1 of the following year ___ except, however, the first bond year shall be from the issue date of the Series 2013 Bonds until _____ 1, 201___) on all Series 2013 Bonds then outstanding; (ii) 125% of average annual debt service on the Series 2013 Bonds; or (iii) 10% of the stated principal amount of the Series 2013 Bonds or if such issue of Series 2013 Bonds has more than a *de minimus* amount (as defined in Section 1.148-1(b) of the Treasury

Regulations) of original issue discount or premium, ten percent (10%) of the issue price (as defined in Section 1.1481(b) of the Treasury Regulations), which Debt Service Reserve Requirement may be funded with cash or a Reserve Fund Credit Facility; provided, however, that upon initial issuance of the Series 2013 Bonds, the Debt Service Reserve Requirement will mean the amount set forth in (i) hereinabove and in future years if the amount of the Debt Service Reserve Requirement should equal an amount in excess of the lesser of (i), (ii) and (iii) above, the funds held in the Debt Service Reserve Requirement will not be invested as a yield in excess of the yield on the Series 2013 Bonds.

Depository: any bank, trust company or national banking association selected by the City and approved by the Indenture Trustee as a depository of moneys and securities held under the provisions of this Loan Agreement, and its successor or assign or successors or assigns;

Discharge Date: the date on which all Outstanding Series 2013 Bonds are discharged under Article IX of the Indenture;

Event of Default: any of the events set forth in Section 10.1;

Fiduciary or Fiduciaries: the Indenture Trustee, the paying agent, the Depository or any or all of them, as may be appropriate;

Fiscal Year: when used with respect to the City, a period beginning on October 1 in any year and ending on September 30 of the following year or such other twelve month period as may be adopted by the City in accordance with law;

Fund: any fund described in Article VI of the Indenture;

General Account: the account by that name created by Section 6.02 of the Indenture for the Series 2013 Bonds;

Indenture: the Indenture of Trust by and between the Issuer and Indenture Trustee, as the same may from time to time be amended or supplemented as herein provided;

Indenture Trustee: Hancock Bank, Jackson, Mississippi, or any successor trustee appointed, qualified and then acting as such under the provisions of the Indenture;

Independent Accountant: the Audit Department of the State of Mississippi or a certified public accountant or firm of certified public accountants registered and qualified to practice as such under the laws of the State of Mississippi and reasonably acceptable to the Indenture Trustee, and not regularly employed by the Issuer or the City, except to perform independent audits of the books and records of either or both of them or the System or other similar periodic reviews;

Inspecting Architect: such architect or engineer retained by City and approved by the Bank;

Interest Payment Date: each _____ 1 and ____ 1, commencing _____ 1, 20__, and ending on the date of payment in full of the Series 2013 Bonds;

Internal Revenue Code or Code: the Internal Revenue Code of 1986, as amended, and all applicable Treasury Regulations;

Investment Securities: includes all securities, instruments and the like in which the City is authorized to invest its funds under applicable law, including the Act;

Issuance Expenses: any and all costs and expenses relating to the issuance, sale and delivery of the Series 2013 Bonds, and the execution and delivery of this Loan Agreement, the Indenture and the Series 2013 Note, including, but not limited to, all fees and expenses of legal counsel, financial consultants, feasibility consultants and accountants, the initial fees and expenses of the Indenture Trustee, any fee to be paid to the Issuer, the preparation and printing of this Loan Agreement, the Series 2013 Note, the Indenture, any preliminary official statement and final official statement, the Series 2013 Bonds and all other related closing documents, and all other expenses relating to the issuance, sale and delivery of the Series 2013 Bonds required to be paid from the proceeds of the Series 2013 Bonds and any other costs which are treated as "issuance costs" within the meaning of Section 147(g) of the Code including any premium for the Bond Insurance Policy to be issued by the Bond Insurer;

Issuer: the Bank;

Loan: the loan of Net Proceeds of the Series 2013 Bonds by the Issuer to the City described in Section 4.1 of this Loan Agreement;

Loan Agreement: this Loan Agreement by and between the Issuer and the City, as the same may from time to time be amended or supplemented as provided herein and in the Indenture;

Loan Agreement Fund or Loan Agreement Funds: one or more of the special funds and accounts created and established pursuant to this Loan Agreement for the Series 2013 Note and the funds created pursuant to the 2006 Loan Agreement for the 2006 Note and the 2012 Loan Agreement for the 2012 Note;

Loan Proceeds: the Net Proceeds of the sale of the Series 2013 Bonds and investment earnings thereon held by the City in the Loan Agreement Funds;

Net Bond Proceeds: proceeds from the sale of the Series 2013 Bonds at the public offering price including accrued interest, if any, from the dated date of the Series 2013 Bonds to the date of delivery thereof, including interest earnings thereon;

Net Proceeds: Net Bond Proceeds, including any interest earnings thereon, less (i) capitalized interest, if any, (ii) such Net Bond Proceeds used to pay or reimburse for the payment of Issuance Expenses and any other neutral costs and (iii) funds used to fund the Debt Service Reserve Fund;

Net Revenues: gross revenues of the System less Operating Expenses for the operation and maintenance of the System and less debt service payments for the Parity Debt of the City;

Note Payments: together the amounts paid or required to be paid, from time to time, for principal and interest on the Series 2013 Note held by the Indenture Trustee pursuant to the Indenture;

Note Year: the period from Closing Date through _____ 1, 20___, and thereafter each twelve (12) month period from each _____ 2 to and including _____ 1 of the following year, beginning with the period ending _____ 1, 20___;

Operating Expenses: the City's operation and maintenance expenses in connection with the System which include the following: expenses for operation, maintenance, repairs, ordinary replacement and ordinary reconstruction of the System and shall include, without limiting the generality of the foregoing, administrative expenses, salaries for employees, utilities, labor, material, supplies and equipment necessary for the operation and maintenance of the System, and transportation cost from the delivery point to the System, or alternative delivery point, insurance premiums, legal, engineering and other consulting expenses, payments to pension, retirement, group life insurance, health and hospitalization funds, or other employee benefit funds, and any other expenses required to be paid by the City and applicable in the circumstances, and the expenses, liabilities and compensation of the Fiduciaries required to be paid under this Loan Agreement, all to the extent properly attributable to the City and its System;

Original Purchaser: Duncan Williams, Inc., Memphis, Tennessee and Piper Jaffray & Co., Memphis, Tennessee, as the original purchaser of the Series 2013 Bonds;

Outstanding: all Series 2013 Bonds which have been authenticated and delivered by the Indenture Trustee under the Indenture, including Series 2013 Bonds held by the Bank, except:

(1) Series 2013 Bonds cancelled after purchase in the open market or because of payment at or redemption prior to maturity;

(2) Series 2013 Bonds deemed paid under Article IX of the Indenture; and

(3) Series 2013 Bonds in lieu of which other Series 2013 Bonds have been authenticated under Section 3.05, 3.06 or 3.10 of the Indenture;

Parity Debt: the 2006 Note and the 2012 Note;

Parity Indebtedness: indebtedness of the City, the payments of which are secured by a lien on System Revenues on a parity with the lien securing the Series 2013 Note, including the 2006 Note and the 2012 Note, but excluding the Series 2013 Note;

Permitted Encumbrances: shall mean and include the Parity Debt;

Persons: an individual, a corporation, an association, a joint stock company, a business trust, a partnership, a joint venture, a limited liability company, an unincorporated organization, or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof;

Plans and Specifications: the plans and specifications for the construction of the Construction Project prepared by the Architect, as the same may be modified and amended from time to time;

Redemption Date: when used with respect to any Series 2013 Bond to be redeemed shall mean the date on which it is to be redeemed pursuant to the Indenture;

Redemption Price: when used with respect to any Series 2013 Bond to be redeemed shall mean the price at which it is to be redeemed pursuant to the Indenture;

Refunded Note: the 2013 Note maturing in the years 20__ through 20__, both inclusive;

Refunding Project: providing funds for the refunding of the Refunded Note;

Related Documents: any amendment, supplement, modification to, or waiver of, the Indenture or any other transaction document, including the Loan Agreement and any underlying security agreement, that requires the consent of Bondholders;

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

Reserve Policy: means the Municipal Bond Debt Service Reserve Insurance Policy issued by the Bond Insurer guaranteeing certain payments into the Debt Service Reserve Fund with respect to the Series 2013 Bonds as provided therein and subject to the limitations set forth therein;

Reserve Policy Provider: means the Bond Insurer;

Series 2013 Bonds: the $28,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated _____, 2013, issued pursuant to the Indenture;

Series 2013 Debt Service Fund: the Series 2013 Debt Service Fund so designated which is created and established by Section 5.4 hereof;

Series 2013 Note: the $28,000,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated _____ , 2013, of the City to the Bank, the form of which is attached hereto as **EXHIBIT B**;

Series 2013 Project: means providing funds for (i) the Construction Project; (ii) the Refunding Project, (iii) funding the Debt Service Reserve Fund for the Series 2013 Bonds, including the payment of the premium for the Reserve Policy, (iv) paying capitalized interest, and (v) paying the costs of issuance of the Series 2013 Bonds and the Series 2013 Note, including the payment of the premium for the Bond Insurance Policy;

Series 2013 Project Fund: means the Series 2013 Project Fund so designated which is created and described in Sections 5.1 and 5.2 hereof.

State: the State of Mississippi;

System: the combined water and sewer system of the City and all related improvements and equipment, together with all additions to, replacements of and substitutions for any of the foregoing which may be made as permitted or required by the Bank (which includes the Construction Project), but excluding any property released as authorized by the Bank;

System Revenues: all revenues derived from the System or a pledge of income or revenues, funds or monies of the City from any source whatsoever;

Tax Certificate: the City's Tax Certificate delivered as of the Bond Closing for the Series 2013 Bonds and the execution and delivery of the Series 2013 Note;

Term of this Loan Agreement: the period of time commencing on the date of this Loan Agreement and terminating on the final maturity date of the Series 2013 Bonds or upon earlier termination of this Loan Agreement under Section 9.2, whichever date occurs sooner;

Treasury Regulations: all proposed, temporary or permanent federal income tax regulations then in effect and applicable;

2006 Bonds: means the Bank's $17,000,000 Special Obligation Bonds, Series 2006 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated June 28, 2006, issued pursuant to the 2006 Indenture;

2006 Contingent Fund: the contingent fund so designated and created in the 2006 Loan Agreement and described in Section 5.1 and Section 5.6 hereof;

2006 Debt Service Fund: means the debt service fund so created under the 2006 Loan Agreement;

2006 Debt Service Reserve Fund: means the debt service reserve fund so designated and created under the 2006 Indenture;

2006 Debt Service Reserve Requirement: means the debt service reserve requirement described under the 2006 Indenture;

2006 Indenture: means the Indenture of Trust by and between the Bank and the 2006 Indenture Trustee dated as of June 28, 2006, in connection with the 2006 Bonds;

2006 Indenture Trustee: means Hancock Bank, Jackson, Mississippi;

2006 Loan Agreement: means the loan agreement by between the City and the Bank dated as of June 28, 2006, providing for the loan between the City and the Bank, which loan was funded from the proceeds of the 2006 Bonds;

2006 Loan Agreement Funds: means the loan agreement funds created under the 2006 Loan Agreement for the 2006 Note and notes issued on a parity with the 2006 Note;

2006 Note: means the $17,000,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated June 28, 2006 of the City;

2006 Operation and Maintenance Fund: means the operation and maintenance fund so designated and created in the 2006 Loan Agreement for the 2006 Note and debt issued on parity therewith such as the Series 2013 Note and described in Sections 5.1 and 5.5 hereof; and

2006 Revenue Fund: means the revenue fund so designated and created in the 2006 Loan Agreement and described in Sections 5.1 and 5.3 hereof.

2012 Bonds: means the Bank's $12,500,000 Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated March 29, 2012, issued pursuant to the 2012 Indenture;

2012 Debt Service Fund: means the debt service fund so created under the 2012 Loan Agreement;

2012 Debt Service Reserve Fund: means the debt service reserve fund so designated and created under the 2012 Indenture;

2012 Debt Service Reserve Requirement: means the debt service reserve requirement described under the 2012 Indenture;

2012 Indenture: means the Indenture of Trust by and between the Bank and the 2012 Indenture Trustee dated as of March 29, 2012, in connection with the 2012 Bonds;

2012 Indenture Trustee: means Hancock Bank, Jackson, Mississippi;

2012 Loan Agreement: means the loan agreement by between the City and the Bank dated as of March 29, 2012 providing for the loan between the City and the Bank, which loan was funded from the proceeds of the 2012 Bonds;

2012 Loan Agreement Funds: means the loan agreement funds created under the 2012 Loan Agreement for the 2012 Note and notes issued on a parity with the 2012 Note;

2012 Note: means the $12,500,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated March 29, 2012 of the City;

2013 Note: means the $3,000,000 General Obligation Note, Series 2013, dated March 19, 2013 of the City;

2013 Note Paying Agent: means _____.

**SECTION 1.2. Exhibits.**

The following Exhibits are attached to and by reference made a part of this Loan Agreement:

(1) **EXHIBIT A: DEFINITIONS FROM INDENTURE**;

(2) **EXHIBIT B: FORM OF SERIES 2013 NOTE; and**

(3) **EXHIBIT C: FORM OF PROJECT FUND REQUISITION.**

**SECTION 1.3. City's Acts.**

Where the City is permitted or required to do or accomplish any act or thing hereunder, the City may cause the same to be done or accomplished by a third party selected by the City with the same force and effect as if done or accomplished by the City.

**SECTION 1.4. Rules of Interpretation.**

(a) The words "herein" and "hereof" and "hereunder" and words of similar import, without reference to any particular section or subdivision, refer to this Loan Agreement as a whole rather than to any particular section or subdivision of this Loan Agreement.

(b) References in this Loan Agreement to any particular article, section or subdivision hereof are to the designated article, section or subdivision of this Loan Agreement as originally executed.

(c) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles; and all computations provided for herein shall be made in accordance with generally accepted accounting principles consistently applied and applied on the same basis as in prior years.

(d) The Table of Contents and titles of articles and sections herein are for convenience only and are not a part of this Loan Agreement.

(e) Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa.

(f) Articles, sections, subsections and clauses mentioned by number only are those so numbered which are contained in this Loan Agreement.

(g) For purposes of this Loan Agreement and the Indenture, a petition in bankruptcy shall be deemed dismissed only if either (1) the petition is dismissed by order of a court of competent jurisdiction and no further appeal rights exist from such order or (2) the City notifies the Indenture Trustee that such a dismissal has occurred.

(h) Any opinion of counsel required hereunder shall be a written opinion of such counsel.

## ARTICLE II

## REPRESENTATIONS OF ISSUER AND CITY

**SECTION 2.1. Representations by the Issuer.**

The Issuer makes the following representations as the basis for the undertakings on the part of the City herein contained:

(1) The Issuer is a public body corporate and politic of the State of Mississippi, exercising essential public functions and organized under the provisions of the Act;

(2) The Issuer has full power and authority to enter into the transactions contemplated by this Loan Agreement, the Indenture and the other Bond Documents to which it is a party and to perform its obligations hereunder and thereunder;

(3) The Issuer is not in default under any provisions of the laws of the State material to the performance of its obligations under this Loan Agreement;

(4) The Issuer has been duly authorized to execute and deliver this Loan Agreement, the Indenture and the assignment of the Series 2013 Note to the Indenture Trustee and by proper action has duly authorized the execution and delivery hereof and thereof and as to the Issuer, this Loan Agreement, the Indenture, the assignment of the Series 2013 Note to the Indenture Trustee and the other Bond Documents to which it is a party are valid and legally binding and enforceable in accordance with their terms, except to the extent that the enforceability thereof may be limited (a) by bankruptcy, reorganization, or similar laws limiting the enforceability of creditors' rights generally or (b) by the availability of any discretionary equitable remedies;

(5) The loan of the Net Proceeds of the Series 2013 Bonds for the Project as provided by this Loan Agreement, will further the purposes of the Act, to wit: to assist local governmental units in obtaining financing for those purposes set forth under the Act in furtherance of its governmental purpose;

(6) Under existing statutes and decisions no taxes on income or profits are imposed on the Issuer;

(7) There is not pending any suit, action or proceeding against the Issuer before or by any court, arbitrator, administrative agency or other governmental authority

which materially and adversely affects the validity, as to the Issuer, of this Loan Agreement or the Indenture, any of its obligations hereunder or thereunder or any of the transactions contemplated hereby or thereby; and

(8) No public official of the Issuer has either a direct or indirect financial interest in this Loan Agreement nor will any public official either directly or indirectly benefit financially from this Loan Agreement.

**SECTION 2.2. Representations and Warranties of the City.**

The City represents, covenants and warrants as follows:

(1) The City is a political subdivision of the State of Mississippi duly organized and validly existing under the Constitution and the laws of the State of Mississippi and the City is a local governmental unit within the meaning of the Act;

(2) The execution, delivery and performance by the City of this Loan Agreement and the Series 2013 Note and each of the other Bond Documents to which it is a party are (i) within the City's governmental powers, and (ii) have been duly authorized by all necessary actions of the governing body of the City;

(3) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the City of this Loan Agreement, the Series 2013 Note and the other Bond Documents to which the City is a party;

(4) The design and plan of the Construction Project comprises an authorized purpose within the meaning of the Act; and it is presently intended and reasonably expected that the City will operate the Construction Project and the System throughout the term of this Loan Agreement in the normal conduct of the City's governmental functions;

(5) To the best of the City's knowledge, as of the date hereof, the use of the Construction Project as designed and proposed to be operated complies, in all material respects, with all presently applicable development, pollution control, water conservation and other laws, regulations, rules and ordinances of the federal government and the State of Mississippi and the respective agencies thereof and the political subdivisions in which the Construction Project is located;

(6) The Net Proceeds of the Series 2013 Bonds, together with any other funds to be contributed to the Construction Project by the City or otherwise in accordance with this Loan Agreement, will be sufficient to pay the Costs of the Construction Project;

(7) The City has reviewed and approved the provisions of the Indenture;

(8) To the best of the City's knowledge, no public official of the City has either a direct or indirect financial interest in this Loan Agreement nor will any public official either directly or indirectly benefit financially from this Loan Agreement;

(9) This Loan Agreement, the Series 2013 Note and the other Bond Documents to which the City is a party are legal, valid and binding obligations of the City, and are enforceable against the City in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally or by the availability of any discretionary equitable remedies;

(10) There is no pending action or proceeding before any court, governmental agency or arbitrator against or directly involving the City and, to the best of the City's knowledge, there is no threatened action or proceeding affecting the City or any of its assets before any court, governmental agency or arbitrator (i) which, in any case, may materially and adversely affect the financial condition or operations of the City or the System, (ii) which seeks to restrain or would otherwise have a material adverse effect on the transactions contemplated herein, or (iii) which would affect the validity or enforceability of this Loan Agreement, the Series 2013 Note or the other Bond Documents;

(11) None of the assets of the System are subject to any lien except for Permitted Encumbrances;

(12) The City is not in default in the payment or performance of any of its obligations or in the performance of any mortgage, indenture, lease, contract or other agreement, instrument or undertaking to which it is a party or by which it or any of its assets may be bound, which default would have a material and adverse effect on the governmental functions, operations, assets or condition, financial or otherwise, of the City or the System, either individually or taken as a whole. No Event of Default hereunder or under the Series 2013 Note or any other Bond Document has occurred and is continuing. The City is not in default under any order, award or decree of any court, arbitrator, or governmental authority binding upon or affecting it or by which any of its assets may be bound or affected which default would have a material adverse effect on the governmental functions, operations, assets or condition, financial or otherwise, of the City or the System, either individually or taken as a whole, and no such order, award or decree adversely affects the ability of the City to carry on its governmental functions as currently conducted or the ability of the City to perform its obligations under this Loan Agreement, the Series 2013 Note and the other Bond Documents to which it is a party;

(13) The City is not a party to any contract or agreement or subject to any restriction which materially and adversely affects its governmental functions, its property or assets, or financial condition. The City is not a party to, or otherwise subject to any provision contained in, any instrument evidencing indebtedness of the City, any agreement relating thereto or any other contract or agreement (including their charters) which restricts or otherwise limits the incurring of the indebtedness to be represented by this Loan Agreement, the Series 2013 Note and the other Bond Documents;

(14) The City is in compliance with all laws, orders, regulations and ordinances of all federal, foreign, state and local governmental authorities binding upon or affecting the governmental functions, operation or assets of the City or the System, except for laws,

orders, regulations and ordinances the violation of which would not, in the aggregate, have a material and adverse effect on the City's or System's financial condition;

(15) There is no fact known to the City which materially adversely affects or in the future may (so far as the City can now foresee) materially adversely affect the property, assets or financial condition of the City or the System which has not been set forth in this Loan Agreement, the Series 2013 Note or in the other Bond Documents, prior to the date hereof in connection with the transactions contemplated hereby;

(16) The City hereby incorporates herein and makes each of the representations and warranties contained in the other Bond Documents to which it is a party, operative and applicable for the benefit of Issuer and the Indenture Trustee as if the same were set forth at length herein;

(17) All roads, easements and other necessary modes of ingress and egress to the Construction Project necessary for the full utilization of the Construction Project for its intended purposes or for the construction of the Construction Project have been completed or obtained or will be completed prior to commencement of construction of the improvements to the Construction Project in accordance with the Plans and Specifications; and

(18) The City has not received notice of, and has no knowledge of, (i) any proceedings, whether actual, pending or threatened, for the taking under the power of eminent domain or any similar power or right, of all or any portion of the Construction Project; or (ii) any damage to or destruction of any portion of the Construction Project; or (iii) any zoning, building, fire or health code violations in respect of the Construction Project which have not heretofore been corrected.

(19) The City (i) is in compliance with all representations and covenants set forth in the 2006 Loan Agreement and the 2012 Loan Agreement, (ii) is not in default regarding payments due for the Parity Debt, (iii) has fully funded the 2006 Debt Service Reserve Fund under the 2006 Indenture, and the 2012 Debt Service Reserve Fund under the 2012 Indenture, and such accounts contain such amounts as required under the 2006 Loan Agreement and the 2012 Loan Agreement, and (iv) has paid all amounts currently due and payable under the 2006 Loan Agreement and the 2012 Loan Agreement.

**SECTION 2.3. Survival.**

The foregoing representations, covenants and warranties of the City shall be continuing and shall survive the execution and delivery of this Loan Agreement, the Series 2013 Note and the other Bond Documents. The disbursement of Loan Proceeds from the Project Fund by the City shall constitute a certification by the City that the aforesaid representations, covenants and warranties are true and correct in all material respects as of the date of such disbursement.

## ARTICLE III

## APPLICATION OF LOAN PROCEEDS; REFUNDING PROJECT AND THE CONSTRUCTION PROJECT

**SECTION 3.1. Application of Loan Proceeds; Refunding Project and Construction Project.**

(a) Simultaneously with the delivery of the Series 2013 Bonds by the Indenture Trustee, the Net Proceeds of the Series 2013 Bonds will be transferred by the Indenture Trustee, as the assignee for the Issuer under the Loan Agreement and the Series 2013 Note, as follows for the Refunding Project and the Construction Project:

(1) Transfer of $_____.00 to the 2013 Note Paying Agent, which funds, together with certain Transferred Funds from the City in the amount of $_____, will provide funds for the Refunding Project; and

(2) $_____ in Net Proceeds of the Series 2013 Bonds shall be paid to the City for deposit in the Series 2013 Project Fund, to be held by the Indenture Trustee for the Construction Project.

(a) Refunding Project. The proceeds of the Loan transferred to the 2013 Note Paying Agent, which together with certain Transferred Funds from the City, will be sufficient to effectuate the refunding of the Refunded Note on _____, 20___.

(b) Construction Project. At or prior to delivery of the Bonds, but in all events prior to any disbursement of Loan Proceeds from the Project Fund, if requested, the City shall submit all Plans and Specifications, architect's agreements and construction contracts to the Indenture Trustee. The City shall construct and equip or cause to be constructed and equipped the Construction Project substantially in accordance with the Plans and Specifications. The City shall obtain all approvals requisite to the construction and installation of the Construction Project, and shall construct and install the Construction Project in compliance with all federal, state and local laws and regulations; provided however, no such law or laws and regulations shall discriminate against the City. Upon completion of the Construction Project, the City will furnish to the Indenture Trustee and the Bank, if requested, copies of all required permits and authorizations authorizing the occupancy and uses of the Construction Project for the purposes contemplated by the City. The City will take such action and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts, including the correction of any defective work. Any amounts recovered as damages, refunds, adjustments or otherwise in connection with the foregoing (a) if the City has corrected, at its own expense, the matter which gave rise to such default or breach, shall be paid to the City or (b) if the City has not corrected, at its own expense, the matter which gave rise to such default or breach, shall be paid to the Indenture Trustee for deposit into the Project Fund, unless recovered after delivery of the Completion Certificate and full disposition of the Project Fund in accordance with Section 3.4, in which case they shall be paid into the General Account under the Indenture.

**SECTION 3.2. Completion of Construction.**

The City shall construct and install the Construction Project with all reasonable dispatch and shall cause the Construction Project to be completed on or before the Completion Date.

**SECTION 3.3. Payment for Construction Project.**

(a) Payments of Costs of the Construction Project by the City, including Costs of the Construction Project expended or incurred as of the time of delivery of the Series 2013 Bonds, shall be made from time to time by the Indenture Trustee out of the Project Fund upon presentation to the Indenture Trustee of a requisition (the form of which is attached hereto as **EXHIBIT C**) from the City (with copies to be furnished to the Issuer upon its request), as prepared by the City pursuant to the invoices or statements from a contractor, vendor or other payee or other document reasonably acceptable and on file with the City.

(b) Construction costs may have to be paid in advance of work or while work is in progress, but prior to acceptable completion. The City may at its discretion make payments for such construction costs based on its reasonable reliance upon expected acceptable completion of such work.

(c) Money in the Project Fund, except as otherwise provided herein, shall be used solely for making disbursements by the Indenture Trustee for payment of the Costs of the Construction Project as provided in this Article and pursuant to each requisition submitted to the Indenture Trustee.

**SECTION 3.4. Completion of Construction Project.**

The completion of the Construction Project shall be evidenced to the Indenture Trustee (and the Issuer upon its request) by a certificate of completion (the "Completion Certificate") signed by an Authorized City Representative to the effect that, except for amounts retained by the City for the payment of Costs of the Construction Project not then due and payable, which shall be retained as provided in Section 3.5, the Construction Project has been constructed and installed and substantially completed as of a date stated in such Completion Certificate to the City's satisfaction and in substantial accordance with the Plans and Specifications, and is suitable and sufficient for its purposes.

The Completion Certificate shall specify the date as of which construction of the Construction Project was substantially completed. Notwithstanding the foregoing, the Completion Certificate shall state that it is given without prejudice to any rights the Issuer or the City may have against third parties which may exist at the date of such Completion Certificate or which may subsequently come into being. If additional payments out of the Project Fund are then required, such payments shall be delivered by the City in the form specified in Section 3.3(a).

Upon receipt of the items specified in this Section and in Section 3.3, the City shall requisition from the Indenture Trustee payment to the City, or any payee designated by the City of the amount requested, including any amount withheld pursuant to this Section 3.4.

**SECTION 3.5. Disposition of Surplus Funds.**

If any moneys remain in the Project Fund (excluding moneys earned on investments made pursuant to the Indenture) after the Completion Date and after payment of all costs then due and payable, such moneys (except for amounts retained in the Project Fund for payment of Costs of the Construction Project incurred but not then due and payable, which amounts shall, notwithstanding anything to the contrary contained in Section 3.4 hereof, be disbursed by the City on the terms and conditions set forth in Section 3.3 hereof) shall be used to redeem a portion of the principal of the Series 2013 Bonds at par in the manner provided in the Indenture. Any portion of such monies not so applied to the redemption of the Series 2013 Bonds shall be deposited in the General Account. Interest earned from investments and held in the Project Fund, Interest Account held by the Indenture Trustee under this Loan Agreement, is to be used by the City for the Construction Project and to the extent not needed for the Construction Project will be used by the City to pay interest on Series 2013 Bonds accrued during and following the construction of the Construction Project until fully utilized, and not to redeem Series 2013 Bonds.

**SECTION 3.6. Insufficient Series 2013 Bond Proceeds.**

If the moneys in the Series 2013 Project Fund, including interest earned thereon, are not sufficient to pay fully the complete Costs of the Construction Project, the City will nonetheless complete the Construction Project and will, at its sole expense, pay all such additional expenses as may be necessary to complete the Construction Project substantially in accordance with the Plans and Specifications and shall equip it for operation. The Issuer does not make any warranty, either express or implied, that the moneys which will be paid into the Series 2013 Project Fund, and which, under the provisions of this Loan Agreement, will be available for payment of the Costs of the Construction Project, will be sufficient to pay all such costs. If after exhaustion of the moneys in the Project Fund, including the interest earned thereon held in the Project Fund, Interest Account, the City pays any portion of the Costs of the Construction Project, it shall not be entitled to any reimbursement therefor from the Issuer, the Indenture Trustee or the Bondholders, nor shall it be entitled to any diminution or postponement of the Basic Payments or Additional Charges payable hereunder and under the Series 2013 Note.

**SECTION 3.7. Payment of Costs by City.**

The City agrees that it will provide any and all money required for the prompt and full payment of:

(1) All legal (including Bond Counsel and counsel to the City, the Original Purchaser, the Issuer and the Indenture Trustee), financial advisor, municipal bond insurance and accounting fees and expenses, administrative and rating agency fees (if any), printing and engraving costs and other expenses incurred and to be incurred with respect to (i) the authorization, sale, validation and issuance of the Series 2013 Bonds, or (ii) the preparation of this Loan Agreement, the Indenture, the Series 2013 Note and all other documents necessary to the Bond Closing or required by this Loan Agreement or the Indenture;

(2) Premiums on all insurance; and

(3) All reasonable fees and expenses of the Indenture Trustee and paying agent under the Indenture.

**SECTION 3.8. Issuance of Series 2013 Bonds.**

The Issuer has contracted for the sale of the Series 2013 Bonds authorized by the Indenture, and the City has and does approve the terms of the Indenture. Forthwith upon execution of this Loan Agreement and the Indenture, or as soon thereafter as practicable, the Issuer will execute the Series 2013 Bonds and cause them to be authenticated by the Indenture Trustee and delivered to the Original Purchaser in accordance with the Original Purchaser's bid for the purchase of the Series 2013 Bonds upon payment of the purchase price and filing with the Indenture Trustee of the opinion of Bond Counsel as to the legality of the Series 2013 Bonds and the furnishing of all other documents required by this Loan Agreement and the Indenture to be furnished before delivery. The Issuer will then cause the proceeds of the Series 2013 Bonds to be transmitted to the Indenture Trustee.

## ARTICLE IV

## THE LOAN, BASIC PAYMENTS AND ADDITIONAL CHARGES

**SECTION 4.1. The Loan.**

The Issuer agrees, upon the terms and conditions herein specified, to lend to the City the Net Proceeds received by the Issuer from the sale of the Series 2013 Bonds, by causing such Net Proceeds to be deposited with the Indenture Trustee for disposition as provided herein and in the Indenture. The amount of the Loan shall also be deemed to include any "discount" or any other amount by which the aggregate price at which the Issuer sells the Series 2013 Bonds to the Original Purchaser is less than the aggregate principal amount of the Series 2013 Bonds. The obligation of the Issuer to make the Loan shall be deemed fully discharged upon so depositing the Net Proceeds of the Series 2013 Bonds with the Indenture Trustee as set forth herein.

**SECTION 4.2. Basic Payments.**

(a) Subject to the provisions for prepayment set forth in Section 9.2, the City agrees to pay the Loan as follows:

(1) The City shall pay to the Indenture Trustee for the account of the Issuer an amount equal to the aggregate principal amount of the Outstanding Series 2013 Bonds and, as interest on its obligation to pay such amount, an amount equal to interest on the Series 2013 Bonds, such amounts to be paid on the first day of each month, commencing _____ 1, 20__ for interest payments and commencing _____ 1, 20___ for principal payments, as follows:

(A) an amount equal to one-sixth (1/6th) or such applicable fraction necessary to provide the interest due on the Outstanding Series 2013 Bonds on the next succeeding Interest Payment Date; and

(B) an amount equal to one-twelfth (1/12th) or such applicable fraction necessary to provide the next installment of principal becoming due on the Series 2013 Bonds;

provided, however, that the obligation of the City to make any such payment hereunder shall be reduced by (i) the amount of funds in the General Fund under the Indenture representing capitalized interest, including interest earned thereon, to be utilized for interest on the next succeeding Interest Payment Date for the Series 2013 Bonds; and (ii) the amount of any reduction under the Indenture of the amount of the corresponding payment required to be made by the Bank thereunder; and

(2) The City shall pay to the Indenture Trustee for deposit in the General Account of the General Fund under the Indenture for any Outstanding Series 2013 Bonds the amounts required for the payment of the purchase or Redemption Price of, plus accrued interest on, Outstanding Series 2013 Bonds being redeemed or purchased for retirement, and in each such case, such amounts shall be applied by the Indenture Trustee to such payments.

The City shall remit to the Indenture Trustee for deposit into the General Account of the General Fund under the Indenture (i) all monthly amounts as set forth above due under the Series 2013 Note and required to provide sufficient funds for the payment of the principal of and the interest due on the Outstanding Series 2013 Bonds to be on deposit in the General Account of the General Fund at least five (5) days prior to any Interest Payment Date, and (ii) at those times as set forth in the Indenture the amounts required for the payment of the purchase or Redemption Price including accrued interest on Outstanding Series 2013 Bonds being redeemed or purchased for retirement, and in each such case, such amounts shall be applied by the Indenture Trustee to such payments.

(b) On the first day of ___ and ____ of each year, commencing ____ 1, 20__, and ending on ____ 1, 20__, the City shall provide to the Indenture Trustee a certificate executed by an Authorized City Representative, advising that there are insufficient legally available Net Revenues of the System to make the payments due on the next Interest Payment Date; however, such certificate is not required if it is determined that there are sufficient legally available Net Revenues of the System to make the payment due on the next Interest Payment Date.

**SECTION 4.3. Pledge of Net Revenues of the System.**

The principal of and interest on the Series 2013 Note and other amounts due under the Loan Agreement shall be payable solely from Net Revenues of the System, subject to the parity lien of the 2006 Note and 2012 Note. Such an amount of the Net Revenues of the System, as will provide for the payments due under the Series 2013 Note, the 2006 Note and 2012 Note, the 2006 Loan Agreement, the 2012 Loan Agreement and the Loan Agreement, as the same shall become due, is hereby irrevocably pledged to said purpose. The Series 2013 Note or the Loan Agreement does not constitute an indebtedness of the City within the meaning of any constitutional or statutory restriction, limitation or provision, and the taxing power of the City is not pledged to the payment of the obligations under the Loan Agreement or the Series 2013 Note, either as to principal or interest.

**SECTION 4.4. Additional Charges.**

The City agrees to pay as additional charges, when due, each and all of the following:

(1) all Issuance Expenses;

(2) to or upon the order of the Indenture Trustee, upon demand, all fees of the Indenture Trustee for services rendered under the Indenture and all fees and charges of the paying agent, registrars, legal counsel, accountants, engineers, public agencies and others incurred in the performance on request of the Indenture Trustee of services required under the Indenture for which the Indenture Trustee and such other persons are entitled to payment or reimbursement; provided that after payment in full thereof, the City may, without creating a default hereunder, contest in good faith the necessity or reasonableness of any such services, fees or expenses other than the Indenture Trustee's fees for ordinary services as set forth in the Indenture, paying agency fees and any fees or charges of public agencies;

(3) to the Issuer and the Indenture Trustee, the Administrative Expenses and all other reasonable expenses incurred by the Issuer and the Indenture Trustee in relation to the Project which are not otherwise required to be paid by the City under the terms of this Loan Agreement, and all indemnity payments required to be made under Section 8.4;

(4) any and all out-of-pocket costs and expenses (including, without limitation, the reasonable fees and expenses of any counsel, accountants, appraisers or other professionals) incurred by the Indenture Trustee or the Issuer at any time, in connection with (a) the preparation, negotiation and execution of this Loan Agreement, the Indenture, the Series 2013 Note and all other Bond Documents, any amendment of or modification of this Loan Agreement, the Indenture, the Series 2013 Note or the other Bond Documents (including in connection with any sale, transfer, or attempted sale or transfer of any interest herein to a participant or assignee); (b) any litigation, contest, dispute, suit, proceeding or action, whether instituted by the Issuer, the Indenture Trustee, the City or any other person in any way relating to the Project, the Series 2013 Note, the other Bond Documents, or the City's affairs, including, but not limited to, all liabilities, losses, dangers, costs, reasonable expenses and taxes arising from a violation of any statement or information relating to the expenditure of the proceeds of the Series 2013 Bonds contained in the Tax Certificate or any audit or investigation by the Internal Revenue Service; (c) any attempt to enforce any rights of the Indenture Trustee or the Issuer against the City or any other person which may be obligated to the Indenture Trustee and/or Issuer by virtue of the Loan Agreement, the Series 2013 Note, the other Bond Documents or any other Project related document; (d) any action to protect, collect, sell, liquidate or otherwise dispose of the System, including the Construction Project; and (e) performing any of the obligations relating to or payment of any obligations of the City hereunder in accordance with the terms hereof or any other Bond Document;

(5) if there is on deposit in the Debt Service Reserve Fund an amount less than the Debt Service Reserve Requirement as of any Interest Payment Date based on the Indenture Trustee's valuation under Section 6.08 of the Indenture, the City will pay

directly to the Indenture Trustee an amount for deposit into the Debt Service Reserve Fund which, when added to the amount on deposit in the Debt Service Reserve Fund, equals the Debt Service Reserve Requirement, such payment to be made within thirty (30) days after the applicable Interest Payment Date;

(6) upon notice by the Indenture Trustee that any event described in the last paragraph of Section 6.08 of the Indenture has occurred, the City will make or cause to be made the required payments to replenish the Debt Service Reserve Fund within five (5) days of such notice; provided, however, said payment may be made from proceeds of a drawing under a Reserve Fund Credit Facility; and

(7) all amounts due to the Bond Insurer pursuant to Sections 11.01(2)(ii) and 11.01(3).

**SECTION 4.5. City's Obligations Unconditional.**

The City will not suspend or discontinue any Basic Payments or Additional Charges, and will perform and observe all of its other agreements in this Loan Agreement, and, except as expressly permitted in Section 9.2, will not terminate this Loan Agreement for any cause, including but not limited to any acts or circumstances that may constitute failure of consideration, destruction or damage to the Construction Project, the taking of the Construction Project by condemnation or otherwise, the lawful prohibition of the City's use of the Construction Project, the interference with such use by any private person or corporation, the invalidity or unenforceability or lack of due authorization or other infirmity of this Loan Agreement or the Series 2013 Note, or lack of right, power or authority of the Issuer to enter into this Loan Agreement, eviction by paramount title, commercial frustration of purpose, bankruptcy or insolvency of the Issuer or the Indenture Trustee, change in the tax or other laws or administrative rulings or actions of the United States of America or of the State of Mississippi or any political subdivision thereof, or failure of the Issuer to perform and observe any agreement, whether express or implied or any duty, liability or obligation arising out of or connected with this Loan Agreement or the Series 2013 Note, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the Basic Payments and other amounts payable by the City hereunder shall be paid in full when due without any delay or diminution whatever.

**SECTION 4.6. Assignment of Issuer's Rights.**

As security for the payment of the Series 2013 Bonds, the Issuer will pledge the amounts payable hereunder and under the Series 2013 Note, and assign, without recourse or liability, to the Indenture Trustee, the Issuer's rights under this Loan Agreement (except certain rights retained by the Issuer) and under the Series 2013 Note. The rights pledged and assigned by the Issuer hereunder will include the right to receive payments hereunder (except the right to receive payments, if any, under Sections 4.4, 6.8, 8.4, 10.5, 11.8 and 11.11 hereof) and the Issuer hereby directs the City to make said payments directly to the Indenture Trustee. The City herewith assents to such assignment and will make payments under this Loan Agreement directly to the Indenture Trustee without defense or setoff by reason of any dispute between the City and the Indenture Trustee.

**SECTION 4.7. City's Remedies.**

Nothing contained in this Article shall be construed to release the Issuer from the performance of any of its agreements herein, and if the Issuer should fail to perform any such agreements, the City may institute such action against the Issuer as the City may deem necessary to compel the performance so long as such action for specific performance shall not violate the City's agreements in Section 4.5 or diminish or delay the amounts required to be paid by the City pursuant to Section 4.2 of this Loan Agreement. The City acknowledges however and agrees that any pecuniary obligation of the Issuer created by or arising out of this Loan Agreement shall be payable solely out of the proceeds derived from this Loan Agreement or the sale of the Series 2013 Bonds upon a default by the City or otherwise.

**SECTION 4.8. [RESERVED].**

## ARTICLE V

## ESTABLISHMENT OF CERTAIN LOAN AGREEMENT FUNDS, APPLICATION THEREOF AND SECURITY THEREFOR

**SECTION 5.1. Establishment of Loan Agreement Funds.**

(a) The following Loan Agreement Fund is hereby created and established as a Loan Agreement Fund to be held by the Indenture Trustee in connection with the Series 2013 Note:

(1) Series 2013 Project Fund; and

The amounts in such Loan Agreement Fund shall be held by the Indenture Trustee. All moneys or securities deposited with the Indenture Trustee pursuant to the Loan Agreement shall be held in trust and applied only in accordance with the provisions hereof and shall be considered trust funds for the purpose of this Loan Agreement.

(b) The following Loan Agreement Fund is hereby created and established as a Loan Agreement Fund to be held by the City in connection with the Series 2013 Note:

(1) Series 2013 Debt Service Fund

The amounts in such Loan Agreement Fund shall be held by the City. Moneys held by the City shall be deposited with one or more Depositories in accordance with applicable law.

(c) The following Loan Agreement Funds were established by the 2006 Loan Agreement for the 2006 Note and other bonds issued on parity with the 2006 Note to be held by the City, and will be utilized to account for the System Revenues securing the Loan:

(1) 2006 Debt Service Fund

(2) 2006 Revenue Fund;

(3) 2006 Operation and Maintenance Fund; and

(4) 2006 Contingent Fund.

The City may establish within any Loan Agreement Fund held by the City such accounts as shall be designated by this Loan Agreement, the 2006 Loan Agreement, the 2012 Loan Agreement, or in the written instructions of an Authorized City Representative and shall in like manner establish within any account such sub-accounts for the purposes of such accounts as shall be so designated.

**SECTION 5.2. Series 2013 Project Fund.**

(a) There shall be deposited into the Project Fund, the amounts required to be so deposited by the provisions of Section 3.1 hereof. There may also be paid into the Project Fund, at the option of the City, any moneys received by the City from any other source, unless required to be otherwise applied as provided by this Loan Agreement. All earnings on the investment of moneys in the Project Fund shall be deposited into the Project Fund and accumulated therein for the purposes set out in this Section 5.2.

(b) Except as otherwise provided in this Section, amounts in the Project Fund shall be applied only to pay the Costs of the Construction Project, Issuance Expenses to the extent not paid from the Bond Issuance Expense Account of the General Fund, to reimburse the City for certain expenditures and for the payment of any indebtedness incurred by the City for such purposes.

(c) To the extent that the amounts in any other Loan Agreement Fund are insufficient or unavailable therefor, amounts on deposit in the Project Fund may be applied to pay the Series 2013 Note when due, but only in the event that there shall have been filed with the Indenture Trustee (1) a Certificate of an Authorized City Representative in form and substance satisfactory to the Indenture Trustee stating (i) that the Net Revenues expected to be received thereafter together with such other specified amounts as are expected to be made available therefor by the City will be sufficient to pay in full all Outstanding Series 2013 Bonds when and as the same shall become due in accordance with their terms, (ii) that such payment will not result in a violation of the provisions of Section 8.5 hereof, and (iii) in reasonable detail, the basis for such certification, and (2) an Opinion of Counsel satisfactory to the Indenture Trustee that such payment will not result in a violation of any applicable existing law.

(d) At any time, the City may apply amounts in the Project Fund to the prepayment of the Series 2013 Note in accordance with its terms and the provisions of Section 9.2 hereof, but only to the extent that such amounts are not required to be retained therein for the purpose of meeting any existing obligations of the City as evidenced by the certificate of an Authorized City Representative.

(e) Upon full payment of the Parity Debt, the monies remaining in the 2006 Debt Service Fund will be available to the City for any lawful purposes including making Basic Payments under this Loan Agreement. The 2006 Revenue Fund, the 2006 Operation and Maintenance Fund and the 2006 Contingent Fund shall be maintained and utilized for the System until full payment of the Series 2013 Bonds.

**SECTION 5.3. 2006 Revenue Fund.**

All System Revenues shall be set aside as collected by the City and shall be deposited into the 2006 Revenue Fund to be utilized for the purposes of accounting for the System Revenues. Monies in the 2006 Revenue Fund shall not be subject to lien or attachment by any creditor of the City, and shall be allocated and deposited by an Authorized City Representative to the extent available in the following order of preference in the following separate and special funds, without further direction of or action by the City:

(1) On the first day of each month, commencing in the first month after delivery of the Series 2013 Note and prior to making any withdrawal pursuant to subsection (2) hereof, the City shall withdraw from the 2006 Revenue Fund and deposit to the credit of the several Loan Agreement Funds the following amounts in the following order of priority:

FIRST, amounts shall be withdrawn from the 2006 Revenue Fund and deposited to the credit of the 2006 Operation and Maintenance Fund sufficient to pay Operating Expenses during such calendar month in accordance with the Annual Budget and in the event that the aggregate amounts deposited into such fund during the preceding months shall have been insufficient to pay all expenses, an amount sufficient to repay such deficiencies.

SECOND, (i) as long as the Parity Debt is outstanding, (a) a sum equal to one-sixth (1/6) of the next succeeding interest installments to become due on the 2006 Bonds and a sum equal to one-twelfth (1/12) of the principal amounts of the 2006 Bonds to become due on the next debt service dates for the 2006 Bonds all as set forth in the 2006 Loan Agreement shall be withdrawn and deposited to the credit of the 2006 Debt Service fund, (b) a sum equal to, and (ii) an amount equal to one-sixth (1/6th) or such applicable fraction necessary to provide the interest due on the Outstanding Series 2013 Bonds on the next succeeding Interest Payment Date and one-twelfth (1/12th) or such applicable fraction necessary to provide the next installment of principal becoming due on the Series 2013 Bonds shall be withdrawn and deposited to the credit of the Series 2013 Debt Service Fund; provided however, that the obligation of the City to make any such deposit to the 2006 Debt Service Fund, the 2012 Debt Service Fund and the Series 2013 Debt Service Fund shall be reduced by the amount of any reduction under the 2006 Indenture, the 2012 Indenture and the Indenture, respectively, of the amount of any corresponding payment required to be made by the Bank thereunder.

THIRD, (i) there shall be withdrawn and deposited with the 2006 Indenture Trustee for deposit by the 2006 Indenture Trustee to the credit of the 2006 Debt Service Reserve Fund for the 2006 Bonds, the amount, if any, required to be paid into the 2006 Debt Service Reserve Fund in order to ensure that the amount on deposit therein equals the 2006 Debt Service Reserve Requirement as established by the 2006 Loan Agreement and the 2006 Indenture, (ii) _____and (iii) there shall be withdrawn and deposited with the Indenture Trustee for deposit by the Indenture Trustee to the credit of the Debt Service

Reserve Fund for the Series 2013 Bonds, the amount, if any, required to be paid into the Debt Service Reserve Fund in order to ensure that the amount on deposit therein equals the Debt Service Reserve Requirement as established by the provisions of the Loan Agreement and the Indenture.

FOURTH, any excess System Revenues, not otherwise required for any of the above Loan Agreement Funds shall be paid into the 2006 Contingent Fund and when necessary, transferred to the 2006 Operation and Maintenance Fund at the discretion of the City to cover any deficiency therein or for any expenditure as a result of an unforeseen circumstance and utilized by the City for Capital projects for the system as set forth in the City's budget for the System.

For purposes of calculating the amounts required to be withdrawn and deposited to the credit of the 2006 Debt Service Fund, the 2012 Debt Service Fund and the Series 2013 Debt Service Fund pursuant to the Second item above, the City shall take into account the earnings on the investment of such Loan Agreement Fund on the day before any Interest Payment Date for the 2006 Bonds, the 2012 Bonds and the Series 2013 Bonds, respectively which investment earnings shall be valued by the City, and the amount required to be withdrawn and deposited to the credit of the 2006 Debt Service Fund, the 2012 Debt Service Fund and the Series 2013 Debt Service Fund, respectively pursuant to the Second item above for the month next succeeding any such six-month period and said amount shall be reduced by the amount of such earnings.

(2) Any amount remaining in the 2006 Revenue Fund after making all payments and deposits required by subsection (1) hereof including any deficiency in payments required hereunder for prior months shall be paid to the 2006 Contingent Fund and used as provided in Section 5.6.

If directed by the Issuer, by the first day of each month, the City shall provide to the Indenture Trustee a Certificate executed by an Authorized City Representative stating (a) that the necessary deposits to the funds as required under this Section 5.3 for the preceding month have been made; (b) the amount of such deposit to each fund as required by this Section 5.3 for the preceding month; and (c) the current balance of each fund as of the end of the preceding month.

**SECTION 5.4. Series 2013 Debt Service Fund.**

Pursuant to the terms and conditions of this Loan Agreement, the City shall pay out of the Series 2013 Debt Service Fund to the Indenture Trustee (i) on the first day of each month for deposit in the General Account of the General Fund under the Indenture for any Outstanding Series 2013 Bonds the amounts transferred from the 2006 Revenue Fund to the Series 2013 Debt Service Fund on the first day of each month to provide sufficient funds required for the payment of the principal of and the interest due on the Outstanding Series 2013 Bonds five (5) days prior to such Interest Payment Date; and the amounts required for the payment of the purchase or Redemption Price of plus accrued interest, the Outstanding Series 2013 Bonds being redeemed or purchased for retirement, and in each such case, such amounts shall be applied by the Indenture Trustee to such payments.

**SECTION 5.5. 2006 Operation and Maintenance Fund.**

In addition to amounts required to be deposited in the 2006 Operation and Maintenance Fund pursuant to Section 5.3(1) hereof, there may also be deposited in the 2006 Operation and Maintenance Fund, at the option of the City, any other moneys of the City, unless required to be otherwise applied as provided by this Loan Agreement. Moneys in the 2006 Operation and Maintenance Fund shall be applied by the City to the payment of Operating Expenses as they accrue in accordance with the Annual Budget. Any amount in such Loan Agreement Fund in excess of the amount required to make the aforesaid payments may be transferred and deposited to any other Loan Agreement Fund or Loan Agreement Funds pursuant to the priorities established in Section 5.3 hereof.

**SECTION 5.6. 2006 Contingent Fund.**

Funds in the 2006 Contingent Fund may be (i) transferred to the 2006 Operation and Maintenance Fund at the discretion of the City to cover any deficiency therein or for any expenditure as a result of an unforeseen circumstance; and (ii) utilized by the City for capital projects for the System as set forth in the City's budget for the System.

**SECTION 5.7. Investment of Moneys Held by Any Fiduciary.**

(a) Moneys in all Loan Agreement Funds shall be invested to the fullest extent possible in Investment Securities, provided that the maturity date or the date on which such Investment Securities may be redeemed at the option of the holder thereof shall coincide as nearly as practicable with (but in no event later than) the date or dates on which moneys in the Loan Agreement Funds for which the investments were made will be required for the purpose thereof.

(b) Amounts credited to a Loan Agreement Fund may be invested, together with amounts credited to one or more other Loan Agreement Funds in the same Investment Security or Investment Securities, provided that (i) each such investment complies in all respects with the provisions of subsection (a) hereof as they apply to each Loan Agreement Fund for which the joint investment is made and (ii) the Fiduciary or the City maintains separate records for each Loan Agreement Fund and such investments are accurately reflected therein.

(c) Any Fiduciary may make any investment permitted by this Section 5.7 through its own investment department.

(d) In computing the amount in any Loan Agreement Fund, obligations purchased as an investment of moneys therein shall be valued at par or, if purchased at other than par, at their Amortized Value, in either event inclusive of accrued interest.

(e) The income or interest earned by or increment to, all Loan Agreement Funds due to the investment thereof shall be retained, transferred or paid as follows:

(1) Earnings of the Series 2013 Project Fund shall be retained in the Project Fund, Interest Account and applied toward the purposes set forth in Section 5.2 hereof.

(2) Earnings of the 2006 Revenue Fund shall be applied as necessary to payments and allocations required by Section 5.3 in the order of priority set forth therein.

(3) Earnings of the Series 2013 Debt Service Fund shall be retained therein and applied toward the purposes set forth in Section 5.4.

(4) Earnings of the 2006 Operation and Maintenance Fund shall be retained therein and applied as necessary to reduce any subsequent payments and allocations required by Section 5.3 to the 2006 Operation and Maintenance Fund pursuant to the Annual Budget.

(5) Earnings on funds in the 2006 Contingent Fund shall be retained therein and applied as set forth in Section 5.6 herein.

(f) The City or any Fiduciary shall sell at the best price obtainable, or present for redemption, any obligation purchased by it as an investment whenever it shall be necessary in order to provide moneys to meet any payment or transfer from the Loan Agreement Fund for which such investment was made.

**SECTION 5.8. Liability of Fiduciaries for Investments.**

A Fiduciary shall not be liable or responsible for the making of any investment authorized by the provisions of this Article V in the manner provided in this Article V or for any loss resulting from any such investment so made, except for its own gross negligence or willful misconduct.

## ARTICLE VI

## PROJECT COVENANTS

**SECTION 6.1. Affirmative Covenants of the City.**

Until the termination date and thereafter until no amount is due or owing to the Issuer hereunder, the City shall comply with each of the covenants, undertakings and agreements set forth in this Article VI unless the Indenture Trustee and Issuer shall otherwise consent in writing, which consent may be withheld in their sole and absolute discretion.

**SECTION 6.2. Construction Project and System Operation and Maintenance.**

(a) The City shall at all times operate, or cause to be operated, the System properly and in accordance with all applicable state and federal regulations with good operating procedures applicable to all similar facilities and in a sound, efficient and economical manner so as to ensure that capacity is available, and shall maintain, preserve, and keep the same or cause the same to be maintained, preserved, and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make, or cause to be made, all ordinary, necessary and proper repairs, replacements and renewals so that at all times the operation of the System may be properly and advantageously conducted, and, if any useful part of the System is damaged or destroyed, the City shall, as expeditiously as may be

possible, commence and diligently prosecute the ordinary replacement or reconstruction of such part so as to restore the same to use.

(b) The City shall have the right to make, amend, and enforce reasonable rules and regulations necessary for the operations of the System which are not inconsistent with the terms, rights, and obligations under this Loan Agreement, the 2006 Loan Agreement, the 2012 Loan Agreement or the Act.

(c) The City shall pay all taxes and assessments or other municipal or governmental charges, if any, lawfully levied or assessed upon or in respect of the Construction Project and the System, or upon any part thereof or upon any revenue therefrom, when the same shall become due, and shall duly observe and comply with all valid requirements of any municipal or governmental authority relative to any part of the Construction Project and the System, and shall not create or suffer to be created any lien or charge upon the Construction Project and the System or any part thereof, or upon the System Revenues therefrom, except the pledge and lien created by the 2006 Loan Agreement and the 2012 Loan Agreement for the Parity Debt, and this Loan Agreement for the payment of the Series 2013 Note. The City shall pay or cause to be paid, or will make adequate provisions to satisfy and discharge within sixty (60) days after the same shall accrue, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the Construction Project or any part thereof or on the Net Revenues. Nothing in this Section contained shall require the City to pay or cause to be discharged, or make provision for, any such lien or charge, so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings.

(d) The City shall employ a Consulting Engineer, whose duties shall be to make any certificates and perform any other acts required or permitted of the Consulting Engineer as may be required by the City or as otherwise provided under this Loan Agreement and to supervise the construction of the Construction Project. If requested by the Bank or Indenture Trustee, copies of the reports of the Consulting Engineer and of the advice, recommendations and estimates made as hereinabove provided shall be filed by the City with the Indenture Trustee.

(e) The City shall at all times maintain with responsible insurers all such insurance as is customarily maintained with respect to water and sewer system facilities of like character against loss of or damage to the Construction Project and System and against loss of System Revenues and against public and other liability to the extent reasonably necessary to protect the interests of the City and the Bondholders. If any useful part of the Construction Project or System shall be damaged or destroyed, the City shall, as expeditiously as may be possible, commence and diligently prosecute the repair or replacement of the damaged property so as to restore the same to use. The proceeds of any such insurance shall be payable to the City and (except for proceeds of use and occupancy insurance) shall be applied to the necessary costs involved in such repair and replacement and, to the extent not so applied, shall (together with proceeds of any such use and occupancy insurance) be deposited in the Redemption Account of the General Fund held by the Indenture Trustee and applied as a prepayment of the Series 2013 Note pursuant to the Loan Agreement. In the event that the costs of such repair and replacement of the damaged property exceed the proceeds of such insurance available for payment of the same, moneys in the 2006 Contingent Fund shall be used to the extent necessary for such purposes.

The City shall pay all expenses of the operation and maintenance of the System, including, but without limitation, adequate insurance thereon and insurance against all liability for injury to persons or property arising from the operation thereof, and all taxes and special assessments levied upon or with respect to the System and the Construction Project and payable during the Term of this Loan Agreement.

**SECTION 6.3. Transfer of City's Interest in the Construction Project and/or the System.**

The City shall not:

(1) directly or indirectly sell, assign, transfer, convey, lease or dispose of the Construction Project and/or the System, or any part thereof or any interest or estate therein, whether legal, equitable, beneficial or possessory including, but not limited to, (i) any conveyance into trust or (ii) any conveyance, sale or assignment of the beneficial interest in any trust holding title to the Construction Project and/or the System; or

(2) subject or permit the Construction Project and/or the System or any portion thereof or interest therein (whether legal, equitable, beneficial or otherwise) or estate in any thereof (including the right to receive the revenues therefrom) directly or indirectly, to any mortgage, deed of trust, lien, claim, security interest, encumbrance or right.

**SECTION 6.4. Covenants in Bond Documents.**

The City shall keep and perform all covenants and agreements set forth in the Indenture and each and every other Bond Document, which covenants are incorporated herein by reference as if fully set forth herein.

**SECTION 6.5. Conduct of Governmental Operations.**

The City shall maintain its existence as a political subdivision organized and validly existing under the Constitution and laws of the State of Mississippi. The City shall maintain in full force and effect all licenses, bonds, leases, contracts and other rights necessary to the operation of the System, and will comply and cause the Construction Project and the System to comply with all applicable laws and regulations of any federal, state or local governmental authority, except for such laws and regulations, the violation of which would not, in the aggregate, have a material adverse effect on the City's or System's financial condition or the results of the operations of the System.

**SECTION 6.6. Payment of Indebtedness.**

The City shall pay any indebtedness for which it is liable when due and shall not permit any default to occur under any document evidencing or securing any such indebtedness.

**SECTION 6.7. Performance of Obligations.**

The City shall observe and perform its obligations under this Loan Agreement, the Series 2013 Note, the other Bond Documents and the other agreements relating to the transaction contemplated hereby to which it is a party or by which it is bound and shall not suffer or permit any default or Event of Default to exist hereunder or thereunder. The City shall use its good faith efforts to cause the other parties to the other Bond Documents to deliver notices and documents required to be delivered to the Issuer and cause such parties to observe and perform those obligations and covenants contained in the Bond Documents required to be observed and performed thereunder.

**SECTION 6.8. Environmental Indemnity.**

Without limitation on any other provision hereof or in the other Bond Documents, the City hereby agrees to indemnify and hold the Indenture Trustee and the Issuer harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any kind whatsoever (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any of the following (collectively, "Environmental Laws"): the Comprehensive Environmental Response, Compensation, and Liability Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, now or hereafter in force, regulating, relating to, or imposing liability or standards of conduct concerning any hazardous material paid, incurred, suffered by or asserted against the Issuer and/or the Indenture Trustee as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of, the City: (i) the presence of any hazardous material on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release of any hazardous material at (A) the Construction Project and/or the System, or any part of either of them, (B) any other real property in which the City holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust, the beneficial interest in which is owned, in whole or in part, by the City), or (C) an off-site location if the liability or obligation relates to the prior generation or use of hazardous material at the System, or (ii) any liens against the Construction Project and/or the System, or any part of either of them, permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligations of the City under any Environmental Laws, or (iii) any actual or asserted liability or obligations of the Issuer under any Environmental Law relating to the System or the City's, or any predecessors' possession, use or activities at or relating to the System. Notwithstanding any other provision of this Loan Agreement, the covenants, indemnities and obligations provided for in this subparagraph shall be continuing and shall survive the payment, performance, satisfaction, discharge, cancellation, termination and release of the other obligations of the City under this Loan Agreement.

Without limitation on any other provision hereof, the City shall use and maintain the Construction Project and the System or cause the Construction Project and the System to be used and maintained in accordance and compliance with all applicable Environmental Laws.

**SECTION 6.9. Annual Budget.**

The City shall, if requested, not less than sixty (60) days before the beginning of any Fiscal Year, prepare and file with the Indenture Trustee its Annual Budget showing estimated Operating Expenses, debt service and System Revenues for the System for such Fiscal Year. The City shall prepare such Annual Budget for the System on the basis of monthly requirements so that it will be possible to determine from such budget the estimated Operating Expenses for each month of the Fiscal Year. Such Annual Budget may set forth such additional material as the City may determine and may be amended during the Fiscal Year if determined necessary by the City or as a result of unforeseen circumstances.

**SECTION 6.10. Limitations on Operating Expenses.**

The City shall not incur Operating Expenses in any year in excess of the reasonable and necessary amount thereof and shall not expend any amount or incur any indebtedness for maintenance, repair and operation in excess of the amounts provided for Operating Expenses in the Annual Budget, if any, then in effect. Nothing in this Section contained shall limit the amount which the City may expend for Operating Expenses in any Fiscal Year, provided any amounts expended therefor in excess of the Annual Budget shall be received from the Contingent Fund or some other source other than System Revenues.

**SECTION 6.11. Rates and Charges.**

(a) The City shall with respect to all direct or indirect connection with, and all use and services of, the System and the Construction Project, make, impose, charge and collect service rates, charges and other fees in accordance with Section 21-27-23, Mississippi Code of 1972, as amended and in accordance with those rate covenants in the 2006 Loan Agreement and the 2012 Loan Agreement until payments in full of the Parity Debt and those rate covenants in the 2006 Loan Agreement, the 2012 Loan Agreement and the Loan Agreement until payment in full of the Parity Debt and the Series 2013 Note, respectively, and discharge of the obligations of the City under the 2006 Loan Agreement, the 2012 Loan Agreement and the Loan Agreement.

(b) Except as provided in subsection (c) below, the schedule of rates, charges and fees for services furnished by the System and the Construction Project will not be revised so as to result in a decrease of System Revenues.

(c) The schedule of rates, charges and fees referred to in subsection (b) of this Section will not be reduced unless:

(1) the amount then on deposit in the Debt Service Reserve Fund shall not be less than an amount equal to the Debt Service Reserve Requirement required to be on deposit therein pursuant to the Indenture; and

(2) the Net Revenues for the preceding Fiscal Year shall be certified by an Independent Accountant to have been not less than one hundred five percent (105%) of the Debt Service Payments on the Series 2013 Note and all Parity Debt, and payments, if any, required to be made to the credit of the Debt Service Reserve Fund for the Series 2013 Bonds.

(d) No later than sixty (60) days after the end of each Fiscal Year, the rates, charges and fees established for the System and the Construction Project will be reviewed by the City and will be adjusted whenever necessary or proper so that the Net Revenues in each Fiscal Year will not be less than one hundred five percent (105%) of the aggregate of all debt service payments on the Parity Debt and the Debt Service Payments on the Series 2013 Note and the payments, if any, required to be made to the credit of the 2006 Debt Service Fund for the 2006 Bonds, the 2012 Debt Service Fund for the 2012 Bonds and the Debt Service Reserve Fund for the Series 2013 Bonds and all other required fund allocations and other payments provided for in the 2006 Loan Agreement, the 2012 Loan Agreement and this Loan Agreement and the Parity Debt and the Series 2013 Note; provided, however, the City may make rate increases at any time during the Fiscal Year if such increases in rates are necessary to pay debt service.

(e) If requested by the Bank or Indenture Trustee, copies of every schedule of charges, rates and fees and revisions thereof, prescribed or adopted by the City shall be promptly filed with the Indenture Trustee.

**SECTION 6.12. Accounts and Periodical Reports and Certificates.**

(a) The City shall keep or cause to be kept proper records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the System and the Construction Project or under this Loan Agreement and which, together with all other records of the City including insurance policies, shall at all reasonable times be subject to the inspection of the Indenture Trustee, the Bank or the Holder or Holders of not less than five percent (5%) in principal amount of the Series 2013 Bonds then Outstanding or their attorneys duly authorized in writing.

(b) The City shall annually, if requested, within one hundred and twenty (120) days after the close of each Fiscal Year, file with the Bank and the Indenture Trustee an Annual Report for said Fiscal Year, accompanied by an Independent Accountant's Certificate as to the examination of the financial statements therein (describing such statements as fairly presenting the information set forth therein in conformity with generally accepted accounting principles and the provisions of this Loan Agreement), relating to the System and the Construction Project and including statements in reasonable detail of: (i) the financial condition as of the end of such Fiscal Year and income and expenses for such Fiscal Year, (ii) the number of users of the System and the Construction Project for such Fiscal Year and of the service charges, annual charges and other revenues collected in such Fiscal Year, (iii) Operating Expenses and the rates or service charges for such Fiscal Year and (iv) with respect to each Loan Agreement Fund created by or set forth in this Loan Agreement and held by the City, the receipts therein and disbursements therefrom during such Fiscal Year and the amounts held therein at the end of such Fiscal Year.

**SECTION 6.13. Sale or Encumbrance.**

No part of the Construction Project or the System shall hereafter be sold, leased, mortgaged, pledged, encumbered or otherwise disposed of, except that the City may sell, exchange or lease at any time and from time to time any property or facilities constituting part of the Construction Project or the System and not useful or necessary in the construction, reconstruction or operation thereof or the costs of which have been paid from sources other than

the proceeds of the Series 2013 Note, but any proceeds of any such sale or exchange received and not used to replace the property so sold or exchanged shall be deposited and treated in all respects as System Revenues, and any proceeds of any such lease received shall be deposited as System Revenues. However, the City shall have the right to enter into equipment leases which relate to the Construction Project or the System whereby the equipment under each such individual lease is the sole collateral pledged to repay the lease.

**SECTION 6.14. Indebtedness and Liens.**

Except as set forth in Section 6.16 herein, the City shall not issue any bonds, notes or other evidences of indebtedness, other than the Series 2013 Note and the Parity Debt secured by a pledge of or other lien or charge on the Net Revenues and shall not create or cause to be created any liens or charge on such Net Revenues or on any amounts held by any Fiduciary under this Loan Agreement; but this Section shall not prevent the City from issuing notes payable from the proceeds of bonds or notes or other obligations of the City for the purposes of the City payable out of, or secured by a pledge of, Net Revenues to be derived on and after such date as the pledge of the Net Revenues provided herein and the Series 2013 Note shall be discharged and satisfied as provided in Section 9.2, or from issuing bonds or notes or other obligations for the purposes of the City which are payable out of or secured by the pledge of amounts available therefor pursuant to Section 5.3(c) and which recite on their face that such pledge of said amount is and shall be in all respects subordinate to the provisions of this Loan Agreement and the Series 2013 Note and the lien and pledge, if any, created by this Loan Agreement and the Series 2013 Note.

**SECTION 6.15. Competitive Facilities.**

The City shall not hereafter construct, acquire or operate, or permit, or, to the extent permitted by law, consent to the construction, acquisition or operation of, any plants, structures, facilities or properties which may compete or tend to compete with the System or the Construction Project; except that nothing in this Loan Agreement contained shall prevent the City from giving its permission or consent to the construction, acquisition or preparation in the area serviced by the System or the Construction Project by a Person of facilities for the provision of utility services which the City shall determine are not economically feasible for it to construct or acquire at such time, but which, if constructed or acquired by the City, would carry out the purposes of the City and the Construction Project and such facilities pursuant to the terms of such permission or consent will become a part of the Construction Project upon notice to such person by the City, either (i) without any cost to or payment by the City, or (ii) upon payment of such amount or cost as the City shall determine to be proper in the circumstances.

**SECTION 6.16. Issuance of Parity Indebtedness or Subordinate Indebtedness.**

(a) The City shall not issue Parity Indebtedness unless:

(1) prior to such issuance, for any additional Parity Indebtedness, the accounts in the Debt Service Reserve Fund contained in the Indenture shall contain the amounts then required to be on deposit therein;

(2) no default or Event of Default shall have occurred and be continuing under this Loan Agreement, the Series 2013 Note or under the Indenture; and

(3) the Net Revenues available for debt service payments for a period of twelve (12) consecutive months of the eighteen (18) months preceding the month in which such additional Parity Indebtedness is issued are certified by an Independent Accountant to have been at least equal to one hundred five percent (105%) of the highest annual Debt Service Payments in any succeeding Note Year on the Series 2013 Note and any Parity Indebtedness (including the Parity Indebtedness proposed to be issued); or in lieu of the foregoing formula, if a new schedule of rates, fees and charges for services, facilities and commodities of the System shall have been adopted and an Independent Accountant shall certify that had such new rate schedule been in effect during the applicable period, the Net Revenues available for debt service payments would have at least equaled one hundred five percent (105%) of the highest annual debt service payment on the Parity Note in any succeeding Parity Note Year and the debt service payments in any succeeding Note Year on the Series 2013 Note and any other Parity Indebtedness (including the Parity Indebtedness proposed to be issued).

(b) The City also reserves the right to issue indebtedness secured by liens and pledges of revenues and proceeds subject and subordinate to the lien securing Parity Indebtedness.

**SECTION 6.17. Enforcement of Collections.**

(a) The City will diligently enforce and collect all fees, rentals or other charges for the services and facilities of the System, and take all steps, actions and proceedings for the enforcement and collection of such fees, rentals or other charges which shall become delinquent to the full extent permitted or authorized by the laws of the State.

(b) The City will, to the full extent permitted by law, under reasonable rules and regulations, shut off and discontinue the supplying of the services and facilities of the System for the non-payment of fees, rentals or other charges for said services, and will not restore said services until all delinquent charges, together with interest and reasonable penalties, have been paid in full.

## ARTICLE VII

## DAMAGE, DESTRUCTION AND CONDEMNATION

**SECTION 7.1. Damage and Destruction.**

If there are any Outstanding Series 2013 Bonds when the Construction Project and/or the System is damaged or destroyed by fire or other casualty, the City shall restore the Construction Project and/or the System to the condition which existed immediately prior to the casualty, damage or destruction or exercise its right to prepay as set forth in Section 9.2.

## ARTICLE VIII

## CITY'S COVENANTS

**SECTION 8.1. Covenants for the Benefit of the Indenture Trustee and the Bondholders.**

The City recognizes the authority of the Issuer to assign its interest in and pledge monies receivable under this Loan Agreement (other than certain payments required to be made to the Issuer under Sections 4.4, 6.8, 8.4, 10.5, 11.8 and 11.11) to the Indenture Trustee as security for the payment of the principal of and interest and redemption premiums, if any, on the Series 2013 Bonds, and the payment of all fees and expenses of the Indenture Trustee; and hereby agrees to be bound by, and joins with the Issuer in the grant of a security interest to the Indenture Trustee in any rights and interest the City may have in sums held in the Funds described in Article VI pursuant to the terms and conditions of the Indenture, all as to secure payment of the Series 2013 Bonds. Each of the terms and provisions of this Loan Agreement is a covenant for the use and benefit of the Indenture Trustee and the Holders of the Series 2013 Bonds, so long as any thereof shall remain Outstanding; but upon payment in full of the Series 2013 Bonds in accordance with Article IX of the Indenture and of all fees and charges of the Indenture Trustee and paying agent, all references in this Loan Agreement to the Series 2013 Bonds, the Holders thereof and the Indenture Trustee shall be ineffective, and neither the Indenture Trustee nor the Holders of any of the Series 2013 Bonds shall thereafter have any rights hereunder, save and except those that shall have theretofore vested or that arise from provisions hereunder which survive termination of this Loan Agreement.

**SECTION 8.2. Inspection and Access.**

The City agrees that the Issuer, the Indenture Trustee, the Bond Insuerer, and their duly authorized agents shall have the right at all reasonable times to examine and inspect the Construction Project and the System and all books and records of the City related thereto and for that purpose to enter upon the Construction Project and the System after notice, and shall also have such right of access thereto as may be reasonably necessary to cause the Construction Project and the System to be properly maintained in accordance with Article VI.

**SECTION 8.3. Certificate of Compliance and Other Reports.**

The City will at the request of the Indenture Trustee, and at the City's expense, furnish to the Indenture Trustee and Issuer at such times and in such form as the Indenture Trustee may reasonably require a copy of reports containing such information as is necessary to comply with any lawful reporting or continuing registration requirements imposed by any agency of the State of Mississippi under the Act, the Mississippi Blue Sky Laws or any other applicable state law as it now exists or may hereafter be amended or any agency of any other state in which the Series 2013 Bonds have been sold, or such information as necessary to comply with federal securities law.

**SECTION 8.4. Indemnification.**

The City will, to the fullest extent permitted by law, protect, indemnify and save the Issuer and Indenture Trustee and their elected and appointed officials, board members, officers, agents, and employees and any person who controls the Issuer or Indenture Trustee within the meaning of the Securities Act of 1933, harmless from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Issuer), taxes, causes of action, suits, claims, demands and judgments of any nature arising from:

(1) any injury to or death of any person or damage to property in or upon the Construction Project or the System or growing out of or connected with the use, non-use, condition or occupancy of the Construction Project, the System or any part thereof, including any and all acts or operations relating to the acquisition or installation of property or improvements. The foregoing indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the City, customers, suppliers or affiliated organizations under any Workers' Compensation Acts, Disability Benefit Acts or other employee benefit acts;

(2) violation of any agreement, provision or condition of this Loan Agreement, the Series 2013 Bonds or the Indenture except a violation by the Issuer;

(3) violation by the City of any contract, agreement or restriction relating to the Construction Project or the System which shall have existed at the commencement of the Term of this Loan Agreement or shall have been approved by the City;

(4) violation by the City of any law, ordinance, court order or regulation affecting the Construction Project, the System or any part thereof or the ownership, occupancy or use thereof;

(5) any statement or information relating to the expenditure of the proceeds of the Series 2013 Bonds contained in the "Tax Certificate" or similar document furnished by the City to the Issuer which, at the time made, is misleading, untrue or incorrect in any material respect; and

(6) any untrue statement or alleged untrue statement of a material fact contained in any offering material relating to the sale or remarketing of the Series 2013 Bonds (as from time to time amended or supplemented) or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, or failure to properly register or otherwise qualify the sale of the Series 2013 Bonds or failure to comply with any licensing or other law or regulation which would affect the manner whereby or to whom the Series 2013 Bonds could be sold.

Promptly after receipt by the Issuer or any such other indemnified person, as the case may be, of notice of the commencement of any action with respect to which indemnity may be sought against the City under this Section, such person will notify the City in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the City shall assume the defense of such action (including the employment of counsel, who shall be counsel

reasonably satisfactory to the Issuer, or such other person as the case may be, and the payment of expenses). Insofar as such action shall relate to any alleged liability with respect to which indemnity may be sought against the City, the Issuer or any such other indemnified person shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of the City unless the employment of such Counsel has been specifically authorized by the City. The City shall not be liable to indemnify any person for any settlement of any such action effected without its consent.

The provisions of this Section 8.4 shall survive the payment and discharge of the Series 2013 Bonds.

**SECTION 8.5. Tax Covenants.**

(a) In order to maintain the exclusion from gross income for Federal income tax purposes of interest on the Series 2013 Bonds, and for no other purpose, the City covenants to comply with each applicable requirement of the Code. In furtherance of the covenant contained in the preceding sentence, the City agrees to comply with the Tax Certificate executed by the City on the date of the issuance and delivery of the Series 2013 Bonds, as such Tax Certificate may be amended from time to time.

(b) The City covenants and agrees with the Indenture Trustee and the Bondholders that the City shall not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the Series 2013 Bonds, would cause the Series 2013 Bonds to be "private activity bonds" or "arbitrage bonds" within the meaning of Sections 141(a) and 148(a), respectively, of the Code, or any successor provisions.

(c) The City shall make any and all payments required to be made to the United States Department of the Treasury in connection with the Series 2013 Bonds pursuant to Section 148(f) of the Code from amounts available therefor.

(d) Upon the authentication and delivery of the Series 2013 Bonds, the City shall furnish to the Indenture Trustee certificates of the Authorized City Representative of the City to the effect that, on the basis of the facts, estimates and circumstances in existence on the date of such authentication and delivery, it is not expected that the proceeds of the Series 2013 Bonds will be used in a manner that would cause such Series 2013 Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code and Treasury Regulations thereunder, and in such certificates the City shall set forth such facts and circumstances which may be in brief and summary terms, and shall state that to the best of the knowledge and belief of such Authorized City Representative, there are no other facts or circumstances that would materially change the expectations expressed in such certificate.

(e) Notwithstanding any other provisions of this Loan Agreement to the contrary, so long as necessary in order to maintain the exclusion from gross income for Federal income tax purposes under Section 103(a) of the Code of interest on the Series 2013 Bonds, the covenants contained in this Section 8.5 shall survive the payment of the Series 2013 Bonds and the interest

thereon, including any payment or defeasance thereof pursuant to Section 9.2 of this Loan Agreement and Article IV of the Indenture, respectively.

## ARTICLE IX

## CITY'S OPTIONS

**SECTION 9.1. Assignment and Transfer.**

The City shall not transfer, convey or assign any interest in the Construction Project, except in accordance with Section 6.3 hereof.

**SECTION 9.2. Prepayment of the Series 2013 Note and Termination of the Loan Agreement.**

(a) Unless an Event of Default has occurred and is continuing, the City shall have the option to direct the Indenture Trustee to call for redemption prior to maturity the Outstanding Series 2013 Bonds, in whole or in part, as provided in Section 4.01(a) of the Indenture. The Series 2013 Bonds to be redeemed shall be redeemed at a price equal to their principal amount plus accrued interest as set forth in Section 4.01(a) of the Indenture upon not less than thirty (30) but no more than forty-five (45) days prior written notice. The Series 2013 Bonds are also subject to redemption from funds transferred from the Loan Account to the Redemption Account under the Indenture, funds transferred from the Project Fund to the Redemption Account upon completion of the Construction Project and payment of all costs of the Construction Project or from proceeds received upon the sale or prepayment prior to the stated maturity of the Series 2013 Note upon a default under the Series 2013 Note, and acceleration thereof, pursuant to Section 4.01(b) of the Indenture. In the event the Series 2013 Bonds are called for redemption in whole or in part under the Indenture, a Basic Payment shall be made by the City in the amount of principal plus accrued interest and all other fees due hereunder and under the Indenture to effectuate said redemption; however, any Basic Payment for a prepayment of the Series 2013 Notes under this Loan Agreement will be subject to the lien on System Revenues of the Parity Debt until payment in full of the Parity Debt.

(b) If, after the City exercises its option to redeem all Series 2013 Bonds, no Series 2013 Bonds remain Outstanding, the Indenture is discharged, and the City has satisfied all of its obligations hereunder and under the Series 2013 Note, the Indenture Trustee and the Issuer shall execute and deliver to the City such instruments as the City reasonably determines are necessary to terminate this Loan Agreement. All further obligations of the City hereunder, except as set forth in Sections 8.4, 8.5 and 11.10, shall thereupon terminate.

(c) The City shall pay to the Indenture Trustee at least five (5) days prior to the Discharge Date, an amount equal to the Indenture Trustee's and paying agent's fees and expenses under the Indenture, accrued and to accrue until final payment and redemption of the Series 2013 Bonds and all other advances, fees, costs and expenses reasonably incurred and to be incurred on or before the termination date by the Indenture Trustee and paying agent under the Indenture and by the Issuer under this Loan Agreement.

(d) On the termination date, a closing shall be held at the principal office of the Indenture Trustee, or any other office mutually agreed upon.

Upon termination of this Loan Agreement as provided for in this Section 9.2, the Issuer will cause the Indenture Trustee to deliver a release of the Indenture and the estate created by this Loan Agreement and the Series 2013 Note, and all further obligations of the City hereunder, except under Sections 6.8, 8.4, 8.5, 10.5, 11.8 and 11.11, shall thereupon terminate, provided, however, that the City shall also remain obligated to pay or reimburse the Issuer and Indenture Trustee for the payment of all other fees, costs and expenses unaccounted for in the sum paid in accordance with subsection (c) above and reasonably incurred before or subsequent to such closing in connection with the Series 2013 Bonds.

**SECTION 9.3. Direction of Investments.**

Except during the continuance of an Event of Default, the City shall have the right during the Term of this Loan Agreement to direct the Indenture Trustee to invest or reinvest all monies held for the credit of the Funds established by Article VI of the Indenture and Article V of this Loan Agreement in such securities as are authorized by law for such funds, subject, however, to the further conditions of Article VIII of the Indenture.

## ARTICLE X

## EVENTS OF DEFAULT AND REMEDIES

**SECTION 10.1. Events of Default.**

Any one or more of the following events is an Event of Default under this Loan Agreement, and the term "Event of Default," wherever used herein, means any one of the following events, whatever the reason for such default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body:

(1) if the City shall fail to pay any Basic Payments due under this Loan Agreement;

(2) if there is a declaration or proceeding in bankruptcy regarding the City;

(3) if the City shall fail to pay any Additional Charges on or before the date that the payment is due and shall continue to be in arrears for five (5) days after the due date thereof;

(4) if the City shall fail to observe and perform or shall breach any other covenant, condition or agreement on its part under this Loan Agreement for a period of fifteen (15) days after mailing of a notice to it by the Issuer or the Indenture Trustee, specifying such default or breach and requesting that it be remedied; and provided that if the failure stated in the notice cannot be corrected within fifteen (15) days, the Issuer and Indenture Trustee will not unreasonably withhold their consent to an extension of such

time if corrective action is instituted by the City within said fifteen (15) days and is diligently pursued, for an additional thirty (30) days;

(5) if the City shall be dissolved;

(6) if any representation or warranty made by the City herein, or by an officer or representative of the City in any document or certificate furnished the Indenture Trustee or the Issuer in connection herewith or therewith or pursuant hereto or thereto, shall prove at any time to be, in any material respect, incorrect or misleading as of the date made; and/or

(7) the occurrence of an event of default under any other Bond Document which is not cured within the time period provided therefor, if any.

**SECTION 10.2. Remedies.**

(a) Whenever any Event of Default specified in Section 10.1(1) shall have happened and be continuing, the Indenture Trustee shall, with the prior written consent of the Bond Insurer, declare all the Basic Payments payable for the remainder of the Term of this Loan Agreement (an amount equal to that necessary to pay in full the Series 2013 Note and the interest thereon assuming acceleration of the Series 2013 Bonds under the Indenture and to pay all other indebtedness thereunder) to be immediately due and payable whereupon the same shall become immediately due and payable by the City to the Indenture Trustee, but only if the acceleration of payment of Series 2013 Bonds has been declared by the Indenture Trustee under Section 10.02 of the Indenture.

(b) Whenever any Event of Default shall have occurred and be continuing any one or more of the following remedial steps may also be taken to the extent permitted by law:

(1) the Indenture Trustee or the Issuer may take whatever action at law or in equity may appear necessary or appropriate to collect all sums then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement, covenant, representation or warranty of the City, under this Loan Agreement, the Series 2013 Note or any related instrument; or to otherwise compensate the Issuer, Indenture Trustee or Bondholders for any damages on account of such Event of Default; and

(2) the Issuer with prior notice to the Indenture Trustee (without the prior written consent of the Indenture Trustee if the Indenture Trustee is not enforcing the Issuer's right in a manner to protect the Issuer or is otherwise taking action that brings adverse consequences to the Issuer) may take whatever action at law or in equity may appear necessary or appropriate to enforce its rights of indemnification under Section 8.4 hereof and to collect all sums then due and thereafter to become due to the Issuer under Sections 4.4, 6.8, 8.4, 10.5, 11.8 and 11.11 of this Loan Agreement. Notwithstanding the foregoing, the Issuer is not precluded from exercising any of its rights reserved to it as set forth in this Section, even if the Indenture Trustee is exercising the rights of the Issuer hereunder.

**SECTION 10.3. Disposition of Funds.**

Any amounts collected pursuant to action taken under Section 10.2 (other than sums collected for the Issuer on account of its rights to indemnification and certain direct payments to be made to the Issuer under Sections 4.4, 8.4 and 10.5 hereof) shall be applied in accordance with the provisions of the Indenture.

**SECTION 10.4. Nonexclusive Remedies.**

No remedy herein conferred upon or reserved to the Issuer or Indenture Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Indenture Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required or be required by law.

**SECTION 10.5. Attorneys' Fees and Expenses.**

If an Event of Default shall exist under this Loan Agreement and the Issuer or the Indenture Trustee should employ attorneys or incur other expenses for the collection of any amounts due hereunder, or the enforcement of performance of any obligation or agreement on the part of the City, the City will upon demand pay to the Issuer or the Indenture Trustee the reasonable fees of such attorneys and such other expenses so incurred.

**SECTION 10.6. Effect of Waiver.**

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

**SECTION 10.7. Waiver of Stay or Extension.**

The City covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any appraisement, valuation, stay, or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Loan Agreement; and the City (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Issuer or the Indenture Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

**SECTION 10.8. Issuer May File Proofs of Claim.**

In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the City, the System or the Construction Project, the Indenture Trustee or the Issuer with the prior consent of the Indenture Trustee shall be entitled and empowered, by intervention in such proceeding or otherwise,

(1) to file and prove a claim and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Issuer and the Indenture Trustee (for themselves and on behalf of Bondholders) (including any claim for the reasonable compensation, expenses, disbursements and advances of the Issuer and Indenture Trustee, their agents and counsel) allowed in such judicial proceeding, and

(2) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same.

**SECTION 10.9. Restoration of Positions.**

If the Issuer or the Indenture Trustee have instituted any proceeding to enforce any right or remedy under this Loan Agreement or the Series 2013 Note, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Issuer or the Indenture Trustee, then and in every such case the City and the Issuer shall, subject to any determination in the proceeding, be restored to the positions they held prior to commencement of such proceedings, and thereafter all rights and remedies of the Issuer shall continue as though no such proceeding had been instituted.

**SECTION 10.10. Suits to Protect the Construction Project.**

If the City shall fail to do so after thirty (30) days prior written notice from the Issuer or the Indenture Trustee, the Issuer shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Construction Project or any portion thereof, by any acts which may be unlawful or in violation of this Loan Agreement, and such suits and proceedings as the Issuer may deem expedient to protect its interests in the Construction Project or any portion thereof, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of, or compliance with, such enactment, rule or order would impair or adversely affect the Construction Project or be prejudicial to the interests of the Bondholders.

**SECTION 10.11. Performance by Third Parties.**

The Issuer may permit third parties to perform any and all acts or take such action as may be necessary for and on behalf of the City to cure any Event of Default hereunder. The acceptance by the Issuer or the Indenture Trustee of any such performance by third parties shall not in any way diminish or absolve the City of primary liability hereunder.

**SECTION 10.12. Exercise of the Issuer's Remedies by Indenture Trustee.**

Whenever any Event of Default shall have happened and be subsisting the Indenture Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the Issuer under this Article X.

## ARTICLE XI

## BOND INSURANCE POLICY

**SECTION 11.1.** The provisions of this Section shall govern, notwithstanding anything to the contrary set forth in this Loan Agreement:

(1) The Bond Insurer is hereby deemed a third party beneficiary to the Loan Agreement.

(2) The City agrees to pay to the Bond Insurer (i) a sum equal to the total of all amounts paid by the Bond Insurer under the Bond Insurance Policy (the "Insurer Advances"); and (ii) interest on such Insurer Advances from the date paid by the Bond Insurer until payment thereof in full, payable to the Bond Insurer at the Late Payment Rate per annum.

(3) The City shall pay or reimburse the Bond Insurer any and all charges, fees, costs and expenses that the Bond Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in any Related Document; (ii) the pursuit of any remedies under the Indenture or any other Related Document or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, the Indenture or any other Related Document whether or not executed or completed, or (iv) any litigation or other dispute in connection with the Indenture or any other Related Document or the transactions contemplated thereby, other than costs resulting from the failure of the Bond Insurer to honor its obligations under the Insurance Policy. The Bond Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Indenture or any other Related Document.

(4) The City shall provide the Bond Insurer shall be provided with the following information:

(A) Annual audited financial statements within 150 days after the end of the City's fiscal year (together with a certification of the City that it is not aware of any default or Event of Default under the Loan Agreement or the Note), and the City's annual budget within 30 days after the approval thereof together with such other information, data or reports as the Bond Insurer shall reasonably request from time to time.

(B) Notice of the commencement of any proceeding by or against the City commenced under the United States Bankruptcy Code or any other

applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding").

(C) To the extent that the City has entered into a continuing disclosure agreement, covenant or undertaking with respect to the Bonds, all information furnished pursuant to such agreements shall also be provided to the Bond Insurer, simultaneously with the furnishing of such information.

(D) All reports, notices and correspondence to be delivered to Bondholders under the terms of the Indenture and this Loan Agreement.

(5) The City will permit the Bond Insurer to discuss the affairs, finances and accounts of the City or any information the Bond Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the City and will use commercially reasonably efforts to enable the Bond Insurer to have access to the facilities, books and records of the City.

(6) So long as any Insured Bonds remain outstanding or any amounts are owed to the Bond Insurer, the City shall not enter into any interest rate exchange agreement, cap, collar, floor, ceiling, or other agreement or instrument involving reciprocal payment obligations between the City and a counterparty based on interest rates applied to a notional amount of principal entered into by or on behalf of the Issuer and payable from or secured in whole or in part by the Net Revenues, without the prior written consent of the Bond Insurer.

(7) So long as any Series 2013 Bonds remain outstanding or any amounts are owed to the Bond Insurer by the Issuer, the City shall not issue or incur indebtedness payable from or secured in whole or in part by the Net Revenues that permits or requires the holder to tender such indebtedness for purchase prior to the stated maturity thereof, without the prior written consent of the Bond Insurer.

## ARTICLE XII

## GENERAL

### SECTION 12.1. Amounts Remaining in Funds and Loan Agreement Funds.

Except during the continuance of an Event of Default, any amounts remaining in the Funds created under Article VI of the Indenture and held by the Indenture Trustee, upon expiration or earlier termination of this Loan Agreement, as provided herein, and after adequate provision has been made for payment in full of the Series 2013 Bonds, in accordance with Article IX of the Indenture, any Additional Charges payable to the Indenture Trustee, the Bond Insurer and the Issuer, including paying agent's fees and expenses, and all other amounts required to be paid under this Loan Agreement, the Indenture and the other Bond Documents, shall forthwith be paid to the City by the Indenture Trustee except as provided in Section 3.08 of the Indenture.

**SECTION 12.2. Notices.**

All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given five (5) days following mailing when mailed by registered or certified mail or commercially expedited delivery service, with proper address as indicated below. The Issuer, the City, the Indenture Trustee and the Bond Insurer may, by written notice given by each of them to the others, designate any address or addresses to which notices, certificates or other communications to them shall be sent when required as contemplated by this Loan Agreement. Until otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

| | |
|---|---|
| To the Issuer: | Mississippi Development Bank<br>735 Riverside Drive, Suite 300<br>Jackson, MS 39202<br>Attention: Executive Director |
| To the City: | Mayor or City Clerk<br>City Hall, 200 Forrest Street<br>Hattiesburg, MS 39403 |
| To the Indenture Trustee: | Hancock Bank<br>The Quarter Specialty Center<br>1855 Lakeland Drive, Suite Q-230<br>Jackson, MS 39216<br>Attention: Trust and Financial Services Group |

The notice address of the Bond Insurer is Assured Guaranty Municipal Corp., 31 West 52nd Street, New York, NY 10019, Telephone (212) 974-0100.

**SECTION 12.3. Binding Effect.**

This Loan Agreement shall inure to the benefit of and shall be binding upon the Issuer and the City and their respective successors and assigns.

**SECTION 12.4. Severability.**

In the event any provisions of this Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**SECTION 12.5. Amendments, Changes, and Modifications.**

Except as otherwise provided in this Loan Agreement or in the Indenture, subsequent to the issuance of the Series 2013 Bonds and before the lien of the Indenture is satisfied and discharged in accordance with its terms, this Loan Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Indenture Trustee, the City, the Issuer and the Bond Insurer.

**SECTION 12.6. Execution Counterparts.**

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

**SECTION 12.7. Required Approvals.**

Consents and approvals required by this Loan Agreement to be obtained from the City, the Issuer or the Indenture Trustee shall be in writing.

**SECTION 12.8. Limitations on Issuer Liability.**

It is understood and agreed by the City and the Holders that no covenant, provision or agreement of the Issuer herein or in the Series 2013 Bonds or in any other document executed by the Issuer in connection with the issuance, sale and delivery of the Series 2013 Bonds, or any obligation herein or therein imposed upon the Issuer or breach thereof, shall give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers or shall obligate the Issuer financially in any way except with respect to this Loan Agreement and the Series 2013 Note and the application of revenues therefrom and the proceeds of the Series 2013 Bonds. No failure of the Issuer to comply with any term, condition, covenant or agreement herein or therein shall subject the Issuer to liability for any claim for damages, costs or other financial or pecuniary charges except to the extent that the same can be paid or recovered from this Loan Agreement and the Series 2013 Note or revenues therefrom or proceeds of the Series 2013 Bonds. No execution on any claim, demand, cause of action or judgment shall be levied upon or collected from the general credit, general funds or taxing powers of the Issuer. In making the agreements, provisions and covenants set forth herein, the Issuer has not obligated itself except with respect to this Loan Agreement and the application of revenues hereunder as hereinabove provided. The Series 2013 Bonds constitute special obligations of the Issuer, payable solely from the Net Revenues of the System pledged to the payment thereof pursuant to this Loan Agreement and the Indenture, and do not now and shall never constitute an indebtedness or a loan of the credit of the Issuer, the State of Mississippi or any political subdivision thereof or a charge against general taxing powers within the meaning of any constitutional or statutory provision whatsoever. It is further understood and agreed by the City and the Holders that the Issuer shall incur no pecuniary liability hereunder and shall not be liable for any expenses related hereto. If, notwithstanding the provisions of this Section, the Issuer incurs any expense, or suffers any losses, claims or damages or incurs any liabilities, the City will indemnify and hold harmless the Issuer from the same and will reimburse the Issuer for any legal or other expenses incurred by the Issuer in relation thereto, and this covenant to indemnify, hold harmless and reimburse the Issuer shall survive delivery of and payment for the Series 2013 Bonds. All references to the Issuer under this Section 11.8 shall include its employees, directors, attorneys and/or agents as applicable.

**SECTION 12.9. Representations of City.**

All representations made in this Loan Agreement by the City are based on the City's independent investigation of the facts and law, and accordingly no such representations are made

in reliance upon any representations made or legal advice given by the Issuer, its Bond Counsel, or any of its appointed or elected officials, agents, officers or employees.

**SECTION 12.10. Survivorship of Obligations.**

All obligations of the City under Sections 6.8, 8.4, 11.8 and 11.11 shall survive payment of the Series 2013 Bonds or earlier termination of this Loan Agreement.

**SECTION 12.11. Administrative Fees, Attorneys' Fees and Costs.**

The City shall reimburse the Issuer, upon demand, for all costs and expenses, including without limitation attorneys' fees, paid or incurred by the Issuer in connection with (i) the discussion, negotiation, preparation, approval, execution and delivery of the Series 2013 Bonds, the Indenture, this Loan Agreement, the Series 2013 Note, and the documents and instruments related hereto or thereto; (ii) any amendments or modifications to any of the foregoing documents, instruments or agreements and the discussion, negotiation, preparation, approval, execution and delivery of any and all documents necessary or desirable to effect such amendments or modifications; (iii) the servicing and administration of the Loan during the term hereof or thereafter; and (iv) the enforcement by the Issuer during the term hereof or thereafter of any of the rights or remedies of the Issuer hereunder or under the foregoing documents, or any document, instrument or agreement related hereto or thereto, including, without limitation, costs and expenses of collection in the Event of Default, whether or not suit is filed with respect thereto.

**SECTION 12.12. Release.**

The City hereby acknowledges and agrees that the Issuer shall not be liable to the City, and hereby releases and discharges the Issuer from any liability, for any and all losses, costs, expenses (including attorneys' fees), damages, judgments, claims and causes of action, paid, incurred or sustained by the City as a result of or relating to any action, or failure or refusal to act, on the part of the Issuer, Indenture Trustee or any other party with respect to the Series 2013 Bonds, the Indenture, this Loan Agreement, the Series 2013 Note or the documents and transactions related hereto or thereto or contemplated hereby or thereby, including, without limitation, the exercise by the Indenture Trustee or any third party of any of its rights or remedies pursuant to any of such documents.

**SECTION 12.13. Choice of Law; Venue.**

This Loan Agreement has been delivered in Jackson, Mississippi. The provisions of this Loan Agreement and all rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Mississippi and to the extent they preempt such laws, the laws of the United States.

**[remainder of page left blank intentionally]**

**IN WITNESS WHEREOF**, the Issuer and the City have caused this Loan Agreement to be executed by their duly authorized officers.

**MISSISSIPPI DEVELOPMENT BANK**

**(SEAL)**

**By:_____**
**Its: Executive Director**

**ATTEST:**

**By:_____**
**Its: Secretary**

Signature page to the Loan Agreement, dated _____, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg, Mississippi, as acknowledged and accepted by Hancock Bank, Jackson, Mississippi.

**THE CITY OF HATTIESBURG, MISSISSIPPI**

**(SEAL)**

**By: _____**
**Its: Mayor**

**ATTEST:**

**By:_____**
**Its: City Clerk**

Signature page to the Loan Agreement, dated _____, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg, Mississippi as acknowledged and accepted by Hancock Bank, Jackson, Mississippi.

**ACKNOWLEDGED AND ACCEPTED BY:**

**HANCOCK BANK**
**JACKSON, MISSISSIPPI**

**By:_____**
**Authorized Signatory**

Signature Page to Loan Agreement dated as of _____, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg, Mississippi, as acknowledged and accepted by Hancock Bank, Jackson, Mississippi.

**EXHIBIT A**

**DEFINITIONS FROM INDENTURE**

**"Accounts"** means the accounts created pursuant to Article VI of the Indenture.

**"Act"** means together the Bond Act and the Bank Act.

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

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

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

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

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

**"Beneficial Owner"** means, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the Beneficial Owner of such Bond by a DTC Participant on the records of such DTC Participant, or such person's subrogee.

**"Bond Act"** means Section 21-27-23 and 21-27-41 through 21-27-69, Mississippi Code of 1972, as amended from time to time.

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

**"Bond Insurance Policy"** means the financial guaranty insurance policy issued by the Bond Insurer guaranteeing the scheduled payment of the principal of and interest onn the Series 2013 Bonds when due.

**"Bond Insurer"** means Assured Guaranty Municipal Corp., a New York stock insurance corporation, or any successor thereto or assignee thereof.

**"Bond Issuance Expense Account"** means the account by that name created by Section 6.02 of the Indenture for the Series 2013 Bonds.

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

**"Bonds"** means the Series 2013 Bonds and any Refunding Bonds.

**"Book-Entry System"** means a book-entry system established and operated for the recordation of Beneficial Owners of the Series 2013 Bonds as described in Section 2.07 of the Indenture.

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

**"City"** means the City of Hattiesburg, Mississippi or any successor thereto, a Local Governmental Unit under the Bank Act.

**"Code"** means the Internal Revenue Code of 1986 in effect on the date of issuance of the Series 2013 Bonds, and the applicable regulations or rulings promulgated or proposed thereunder, and any successor thereto.

**"Costs of Issuance"** mean items of expense payable or reimbursable directly or indirectly by the Bank and related to the authorization, sale, validation and issuance of Bonds, execution and delivery of the Loan Agreement and the Series 2013 Note, which items of expense shall include, but not be limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Trustee, underwriters' discounts, legal fees and charges, professional consultants' fees, costs of credit ratings, fees and charges for execution, transportation and safekeeping of Bonds, bond or reserve fund insurance premiums, credit enhancements or liquidity facility fees, and other costs, charges and fees in connection with the foregoing.

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

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

**"Debt Service Reserve Requirement"** means the lesser of the following: (i) of the maximum amount of principal and interest becoming due in the current or any future bond year (meaning each 1 year period (or such shorter period as hereinafter defined) beginning on _____ 2 of one year and ending on _____ 1 of the following year ___ except, however, the first bond year shall be from the issue date of the Series 2013 Bonds until _____ 1, 201___) on all Series 2013 Bonds then outstanding; (ii) 125% of average annual debt service on the Series 2013 Bonds; or (iii) 10% of the stated principal amount of the Series 2013 Bonds or if such issue of Series 2013 Bonds has more than a *de minimus* amount (as defined in Section 1.148-1(b) of the Treasury Regulations) of original issue discount or premium, ten percent (10%) of the issue price (as defined in Section 1.1481(b) of the Treasury Regulations), which Debt Service Reserve Requirement may be funded with cash or a Reserve Fund Credit Facility; provided, however, that upon initial issuance of the Series 2013 Bonds, the Debt Service Reserve Requirement will mean the amount set forth in (i) hereinabove and in future years if the amount of the Debt Service Reserve Requirement should equal an amount in excess of the lesser of (i), (ii) and (iii)

above, the funds held in the Debt Service Reserve Requirement will not be invested as a yield in excess of the yield on the Series 2013 Bonds.

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

**"DTC"** means The Depository Trust Company.

**"DTC Participants"** shall have the meaning ascribed thereto in Section 2.07 of the Indenture.

**"Event of Default"** means any occurrence or event specified in Section 10.01 of the Indenture.

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

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

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

**"Funds"** means the funds created pursuant to Article VI of the Indenture (other than the Rebate Fund).

**"General Account"** means the account by that name created by Section 6.02 of the Indenture for the Series 2013 Bonds.

**"General Fund"** means the fund by that name created by Section 6.02 of the Indenture.

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

**"Indenture"** means the Indenture of Trust, and all supplements and amendments thereto entered into pursuant to Article XII of the Indenture.

**"Interest Payment Date"** means any date on which interest is payable on the Bonds, and for the Series 2013 Bonds, _____ 1 and ____ 1, commencing _____ 1, 20__.

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

**"Loan Account"** means the account by that name created by Section 6.02 of the Indenture for the Series 2013 Bonds.

**"Loan Agreement"** means the Loan Agreement by and between the City and the Bank dated as of _____, 2013.

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

**"Moody's"** shall mean Moody's Investors Service, a Delaware Corporation, its successors and assigns and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Bank), by written notice to the Trustee.

**"Notice Address"** means, with respect to the City, the City's address given in connection with the execution and delivery of the Loan Agreement and the Series 2013 Note to the Bank, and, with respect to the Bank, the Trustee, the Original Purchaser and the Bond Insurer:

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

Trustee: Hancock Bank
The Quarter Specialty Center
1855 Lakeland Drive, Suite Q-230
Jackson, Mississippi 39216
Attention: Trust and Financial Services Group

Original
Purchaser: Duncan-Williams, Inc.
6750 Poplar Avenue, Suite 300
Memphis, Tennessee 38138
Attention: Public Finance Department

Piper Jaffray & Co.
3238 Players Club Circle
Memphis, TN 38125
Attention: Public Finance Department

The notice address of the Bond Insurer is Assured Guaranty Municipal Corp., 31 West 52nd Street, New York, New York 10019, Attention: Risk Management Department – Public Finance – Surveillance RE: Policy No. 213125-N, Telephone: (212) 974-0100; Facsimile: (212) 581-3268; E-mail: municdisclosure@assuredguaranty.com. In each case in which notice or other communication refers to an Event of Default or a claim on the Bond Insurance Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at generalcounsel@assuredguaranty.com or at the following facsimile number: (212) 445-3705 and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

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

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

**"Original Purchaser"** means Duncan-Williams, Inc., Memphis, Tennessee and Piper Jaffray, Memphis, Tennessee.

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

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

(b) Bonds deemed paid under Article IX of the Indenture; and

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

**"Positive Cash Flow Certificate"** means a certificate prepared in accordance with Section 5.09 of the Indenture by the Bank to the effect that immediately after the occurrence or non-occurrence of a specific action or omission, as appropriate, Revenues expected to be received, together with other moneys expected to be held in the Funds and Accounts under the Indenture (other than the Rebate Fund) and available therefor in accordance with Section 5.09 (a)(3) of the Indenture, will at least be sufficient on each Interest Payment Date to provide payment of the principal and interest of the Outstanding Bonds due on such date and the payment of Program Expenses, if any.

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

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

**"Program Expenses"** means all of the fees and expenses of the Trustee, any expenses for preparing Positive Cash Flow Certificates under Section 5.09 of the Indenture and costs of determining the amount rebatable, if any, to the United States of America under Section 6.11 of the Indenture, all to the extent properly allocable to the Program and approved in writing by the Bank.

**"Rebate Fund"** means the fund by that name created by Section 6.02 of the Indenture.

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

**"Redemption Account"** means the account by that name created by Section 6.02 of the Indenture for the Series 2013 Bonds.

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

**"Refunding Bonds"** means Bonds issued pursuant to Sections 2.04 and 2.05 of the Indenture and any Supplemental Indenture.

**"Representation Letter"** shall mean the blanket issuer letter of representations from the Bank to DTC under the Book-Entry System.

**"Reserve Fund Credit Facility"** means an irrevocable and unconditional letter of credit, insurance policy or surety bond, including the Reserve Policy, the terms of which have been approved by the City, the Bank and the Bond Insurer, issued by a bank or other financial institution, which is acceptable to the City, the Bank and the Bond Insurer, having a long-term credit rating of "A" or better, as determined by Moody's which credit facility names the Trustee as the beneficiary thereunder; provided, that any such credit facility must (a) be renewable or extendable on an annual basis; (b) have an initial term of not less than three (3) years; (c) provide that the bank or other financial institution providing such credit facility must notify the Trustee and the City, no less than sixty (60) days in advance of the expiration of the credit facility of its intention not to renew or extend such credit facility; and (d) permit the Trustee to make a drawing thereunder to fund the Debt Service Reserve Fund no later than five (5) Business Days

prior to the earlier of (1) the expiration date of such credit facility and (2) the date the proceeds of such drawing will be needed to fund the Debt Service Reserve Fund.

**"Reserve Policy"** means the Municipal Bond Debt Service Reserve Insurance Policy issued by the Bond Insurer guaranteeing certain payments into the Debt Service Reserve Fund with respect to the Series 2013 Bonds as provided therein and subject to the limitations set forth therein;

**"Reserve Policy Provider"** means the Bond Insurer;

**"Revenues"** means the Funds and Accounts and all income, revenues and profits of the Funds and Accounts referred to in the granting clauses of the Indenture including, without limitation, all Series 2013 Note Payments and any additional amount paid to the Trustee under the Loan Agreement on the Series 2013 Note.

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

**"Series 2013 Bonds"** means the $28,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated _____, 2013, issued pursuant to Section 2.01 of the Indenture.

**"Series 2013 Note"** means the $28,000,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated _____, 2013, of the City to the Bank, attached as EXHIBIT B to the Loan Agreement.

**"Series 2013 Note Interest Payment"** means that portion of a Series 2013 Note Payments which represents the interest due or to become due on a Series 2013 Note held by the Trustee pursuant to the Indenture.

**"Series 2013 Note Payment"** means together the amounts paid or required to be paid, from time to time, for principal and interest on a the Series 2013 Note held by the Trustee pursuant to the Indenture.

**"Series 2013 Note Principal Payment"** means that portion of a Series 2013 Note Payment which represents the principal due or to become due on the Series 2013 Note held by the Trustee pursuant to the Indenture.

**"Series 2013 Project"** means providing funds for (i) the Construction Project; (ii) current refunding the outstanding maturities of the City of Hattiesburg, Mississippi General Obligation Note, Series 2013, dated March 19, 2013, issued in the original principal amount of $3,000,000, (iii) funding the Debt Service Reserve Fund for the Series 2013 Bonds, including the payment of the premium for the Reserve Policy, (iv) paying capitalized interest, and (v) paying the costs of issuance of the Series 2013 Bonds and the Series 2013 Note, including the payment of the premium for the Bond Insurance Policy.

**"Special Reserve Fund"** means the fund by that name created by Section 6.02 of the Indenture.

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

**"State"** means the State of Mississippi.

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

**"System"** means the water and sewer system of the City and all related improvements and equipment, together with all additions to, replacements of, and substitutions for any of the foregoing which may be made as permitted or required by the Bank, but excluding any property released as authorized by the Bank.

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

**"Trustee"** means Hancock Bank of Jackson, Mississippi, a State banking corporation organized and existing under the laws of the State of Mississippi, or any successor thereto under the Indenture.

**EXHIBIT B**

**FORM OF SERIES 2013 NOTE**

**$28,000,000**
**PROMISSORY NOTE**
**(HATTIESBURG, MISSISSIPPI COMBINED**
**WATER AND SEWER SYSTEM REFUNDING AND CONSTRUCTION PROJECT)**

Date: As of _____, 2013

The City of Hattiesburg, Mississippi, a political subdivision organized and validly existing under the Constitution and laws of the State of Mississippi ("City"), for value received, hereby promises to pay, in immediately available funds, to the order of the Mississippi Development Bank (the "Issuer") or its assigns, the aggregate principal sum equal to the outstanding principal amount of the Series 2013 Bonds (as hereinafter defined) outstanding up to a maximum principal amount of $28,000,000 together with interest on the unpaid principal balance thereof from the date hereof until fully and finally paid, premium, if any, together with all taxes levied or assessed on this Series 2013 Note or the debt evidenced hereby against the holder hereof and all other amounts payable by the City under the Loan Agreement (as hereinafter defined). This Series 2013 Note shall bear interest at the Interest Rate (as such terms are defined in the Indenture) on the Series 2013 Bonds except as otherwise provided hereunder.

This Series 2013 Note has been executed under and pursuant to a Loan Agreement dated as of _____, 2013, between the Issuer and the City (the "Loan Agreement") which Loan Agreement is incorporated herein in its entirety by reference. This Series 2013 Note is issued to evidence the obligation of the City under the Loan Agreement to repay the loan made by the Issuer to the City from the proceeds of its $28,000,000 Special Obligation Bonds, Series 2013 (Hattiesburg Mississippi Combined Water and Sewer System Refunding and Construction Project), dated _____, 2013 (the "Series 2013 Bonds"), together with interest thereon at the interest rate or rates as defined and set forth in the Indenture (as hereinafter defined), premium, if any, and all other amounts, fees, penalties, premiums, adjustments, expenses, counsel fees and other payments of any kind required to be paid by the City under the Loan Agreement. The Loan Agreement includes provisions permitting the City, at its election, to prepay this Series 2013 Note, in whole or in part, all as more particularly described in the Indenture. The Loan Agreement includes provisions permitting the Indenture Trustee, at the direction of the Bondholders, to require mandatory prepayment of this Series 2013 Note at certain times and under certain circumstances, all as set forth in the Indenture. In the event that the terms of this Series 2013 Note conflict with the terms of the Indenture or the Loan Agreement, the terms of the Indenture or the Loan Agreement shall control.

If the City shall fail to pay on the due date therefor, whether by acceleration or otherwise, any principal, premium, if any, or interest owing hereunder, then interest shall accrue on such unpaid amounts from the date due until and including the date on which such amounts are paid in full.

The Loan Agreement and this Series 2013 Note have been assigned to Hancock Bank, Jackson, Mississippi, as Indenture Trustee (the "Indenture Trustee") pursuant to an Indenture of Trust, dated as of _____, 2013, by and between the Issuer and the Indenture Trustee (the "Indenture"). Such assignment is made as security for the payment of the Series 2013 Bonds

issued by the Issuer pursuant to the Indenture and is subject to the reservation of certain unassigned rights of the Issuer under the Loan Agreement.

As provided in the Loan Agreement and subject to the provisions thereof, payments hereon are to be made at the principal office of the Indenture Trustee as shown in the Loan Agreement in an amount which, together with other moneys available therefor pursuant to the Indenture, will equal the amount payable as principal of, premium, if any, and interest on the Series 2013 Bonds outstanding on such due date.

The City shall make payments on this Series 2013 Note on the dates and in the amounts specified herein and in the Loan Agreement and in addition shall make such other payments as are required pursuant to the Loan Agreement, the Indenture and the Series 2013 Bonds. Upon the occurrence of an Event of Default, as defined in the Indenture or the Loan Agreement, the principal of, premium, if any, and interest on this Series 2013 Note may be declared immediately due and payable as provided in the Loan Agreement. Upon any such declaration, the City shall pay all costs, disbursements, expenses and reasonable counsel fees of the Issuer and the Indenture Trustee in seeking to enforce their rights under the Loan Agreement and this Series 2013 Note.

The City waives diligence, demand, presentment for payment, notice of nonpayment, protest and notice of protest, notice of any renewals or extension of this Series 2013 Note, and all rights under any statute of limitations. Any delay on the part of the Issuer or the Indenture Trustee in exercising any right hereunder shall not operate as a waiver of any such right, and any waiver granted with respect to one default shall not operate as a waiver in the event of any subsequent or continuing default.

All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when mailed by registered or certified mail or commercially expedited delivery service, with proper address as indicated below. The Issuer, the City and the Indenture Trustee may, by written notice given by each of them to the others, designate any address or addresses to which notices, certificates or other communications to them shall be sent when required as contemplated by this Series 2013 Note. Until otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

| | |
|---|---|
| To the Issuer: | Mississippi Development Bank<br>735 Riverside Drive, Suite 300<br>Jackson, Ms 39202<br>Attn: Executive Director |
| To the City: | Mayor or City Clerk<br>City Hall, 200 Forrest Street<br>Hattiesburg, MS 39403 |

To the Indenture Trustee: Hancock Bank
The Quarter Specialty Center
1855 Lakeland Drive, Suite Q-230
Jackson, MS 39216
Attention: Trust and Financial Services Group

This Series 2013 Note has been delivered in Jackson, Mississippi. The provisions of this Series 2013 Note and all rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Mississippi and to the extent they preempt such laws, the laws of the United States.

The City agrees that Indenture Trustee shall have the right to proceed against the City or its property in a court in any location to enable the Indenture Trustee to realize on such property, or to enforce a judgment or other court order entered in favor of Indenture Trustee. The City agrees that it shall not assert any permissive counterclaims in any proceeding brought in accordance with this provision by the Indenture Trustee or the Bank to realize on such property, or to enforce a judgment or other court order in favor of Indenture Trustee. The City waives any objection that it may have to the location of the court in which the Indenture Trustee has commenced a proceeding described in this paragraph.

**IN WITNESS WHEREOF**, the undersigned has caused this Series 2013 Note to be executed in its name and, if applicable, its corporate seal to be hereunto affixed and attested to by its duly authorized officers all as of the day and year first above written.

**THE CITY OF HATTIESBURG, MISSISSIPPI**

**By: _____**
**Title: Mayor**

**(SEAL)**

**ATTEST:**

**By: _____**
**Title: City Clerk**

## ASSIGNMENT OF SERIES 2013 NOTE

**FOR VALUE RECEIVED**, the Mississippi Development Bank hereby assigns and transfers, without recourse, this Series 2013 Note to Hancock Bank of Jackson, Mississippi, as Indenture Trustee under the Indenture herein mentioned, provided, however, that the rights pledged and assigned hereunder do not include unassigned rights reserved by the Mississippi Development Bank in Sections 4.4, 6.8, 8.4, 10.5, 11.8 or 11.11 of the Loan Agreement dated as of _____, 2013, between the Mississippi Development Bank and the City of Hattiesburg, Mississippi.

**(SEAL)** **MISSISSIPPI DEVELOPMENT BANK**

**By: _____**
**Executive Director**

**ATTEST:**

**By: _____**
**Secretary**

# EXHIBIT C

# FORM OF PROJECT FUND REQUISITION

**EXHIBIT C**

**FORM OF PROJECT FUND REQUISITION**

RE: $_____ Mississippi Development Bank Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) (the "Bonds") secured by $_____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.: _____**

**DATE OF REQUISITION: _____**

**NAME AND ADDRESS OF PERSON, FIRM OR CORPORATION TO WHOM PAYMENT IS DUE OR WAS MADE.**

| |
|---|
| |

**DESCRIPTION OF EACH ITEM OR SERVICE FOR WHICH PAYMENT IS TO BE MADE UNDER THE AUTHORITY OF THIS REQUISITION:**

| |
|---|
| |

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

(1) The amount herein requisitioned to be paid to the above-designated payee is for the items or services hereinabove described.

(2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Project Fund.

(3) Each of the items was reasonable and necessary in connection with the "Construction Project" being financed pursuant to the Loan Agreement dated as of _____, 2013 (the "Loan Agreement").

(4) The payment herein authorized and approved is a proper charge against the Project Fund as provided for in Section 3 of the Loan Agreement.

(5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

**CITY OF HATTIESBURG, MISSISSIPPI**

**By:** _____
**Title:** _____
(Authorized City Representative)

ButlerSnow 18010547v1

**INDENTURE OF TRUST**

**BY AND BETWEEN**

**MISSISSIPPI DEVELOPMENT BANK**

**AND**

**HANCOCK BANK**
**JACKSON, MISSISSIPPI**
**AS TRUSTEE**

**DATED AS OF _____, 2013**

**RE:**

**$28,000,000**
**MISSISSIPPI DEVELOPMENT BANK**
**SPECIAL OBLIGATION BONDS, SERIES 2013**
**(HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM REFUNDING AND CONSTRUCTION PROJECT)**

**This instrument was drafted by:**

**BUTLER, SNOW, O'MARA, STEVENS & CANNADA, PLLC**
**Attorneys At Law**
**Suite 1400**
**1020 Highland Colony Parkway**
**Post Office Box 6010**
**Ridgeland, MS 39158-6010**

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# INDENTURE OF TRUST

This **INDENTURE OF TRUST** dated as of _____, 2013, is by and between the **MISSISSIPPI DEVELOPMENT BANK**, a public body corporate and politic of the State of Mississippi (the "State"), exercising essential public functions (the "Bank" or the "Issuer"), organized under the provisions of Mississippi Code of 1972, Sections 31-25-1 et seq. (as from time to time amended (the "Act"), and **HANCOCK BANK**, a State banking corporation duly organized, existing under the laws of the State of Mississippi and authorized to accept and execute trusts of the character herein with its principal corporate trust office in Jackson, Mississippi, as Trustee (the "Trustee").

## WITNESSETH

**WHEREAS**, the Bank is authorized and empowered by the provisions of the Act to issue Series 2013 Bonds for the purpose of entering into loan agreements with Local Governmental Units (all as defined herein and in the Act); and

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

## NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

## GRANTING CLAUSES

The Bank, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Series 2013 Bonds by the owners thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of and interest on the Series 2013 Bonds according to their tenor and effect and to secure the performance and observance by the Bank of all covenants expressed or implied herein and in the Series 2013 Bonds, does hereby grant, transfer, bargain, sell, convey, mortgage, assign and pledge, and grant a security interest in the rights, interests, properties, monies and other assets described in the following Granting Clauses to the Trustee and its successors in trust and assigns forever, for the securing of the performance of the obligations of the Bank hereinafter set forth, such grant, transfer, bargaining, sale, conveyance, mortgage, assignment, pledge and security interest, as described in the following Granting Clauses.

## GRANTING CLAUSE FIRST

All cash and securities now or hereafter held in the Funds and Accounts created or established under this Indenture (other than the Rebate Fund) and the investment earnings thereon (other than the Rebate Fund) and all proceeds thereof (except to the extent in the Rebate Fund or any amounts which are transferred from such Funds and Accounts from time to time in accordance with this Indenture).

## GRANTING CLAUSE SECOND

The Loan Agreement and the Series 2013 Note acquired and held by the Trustee pursuant to this Indenture and the earnings thereon and all proceeds thereof.

## GRANTING CLAUSE THIRD

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

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

**IN TRUST NEVERTHELESS**, upon the terms and trust herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Series 2013 Bonds issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Series 2013 Bonds over any of the other Series 2013 Bonds except as otherwise expressly provided herein;

**PROVIDED HOWEVER**, that if the Bank shall pay or cause to be paid, or there shall otherwise be paid or made provision for payment of, the principal of and interest on the Series 2013 Bonds due or to become due thereon, at the times and in the manner mentioned in the Series 2013 Bonds, to the Trustee of all sums of money due or to become due according to the provisions hereof and shall otherwise comply with Article IX hereof, then this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture to be and remain in full force and effect.

**THIS INDENTURE OF TRUST FURTHER WITNESSETH**, and it is expressly declared, that all Series 2013 Bonds issued and secured hereunder are to be issued, authenticated and delivered, and all said property, rights and interests, including, without limitation, the amounts hereby assigned and pledged, are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, and the Bank has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners, from time to time, of the Series 2013 Bonds, or any part thereof, as follows (subject, however, to the provisions of Sections 3.11 and 3.12 hereof):

## ARTICLE I

## DEFINITIONS AND RULES OF INTERPRETATION

### SECTION 1.01 Definitions.

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

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

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

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

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

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

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

**"Beneficial Owner"** means, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the Beneficial Owner of such Bond by a DTC Participant on the records of such DTC Participant, or such person's subrogee.

**"Bond Counsel"** means an attorney or firm of attorneys approved by the City and the Bank that is nationally recognized in the area of municipal law and matters relating to the exclusion of interest on state and local government Series 2013 Bonds from gross income under federal tax law, including particularly compliance with Section 148(f) of the Code.

**"Bond Insurance Policy"** means the financial guaranty insurance policy issued by the Bond Insurer guaranteeing the scheduled payment of the principal of and interest on the Series 2013 Bonds when due.

**"Bond Insurer"** means Assured Guaranty Municipal Corp., a New York stock insurance corporation, or any successor thereto or assignee thereof.

**"Bond Issuance Expense Account"** means the account by that name created by Section 6.02 hereof for the Series 2013 Bonds.

**"Bondholder"** or **"holder of Series 2013 Bonds"** or **"owner of Series 2013 Bonds"** or any similar term means the registered owner of any Series 2013 Bond.

**"Series 2013 Bonds"** means the Series 2013 Bonds and any Refunding Series 2013 Bonds, related thereto.

**"Book-Entry System"** means a book-entry system established and operated for the recordation of Beneficial Owners of the Series 2013 Bonds as described in Section 2.07 herein.

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

**"Capitalized Interest Account"** means the account by that name created by Section 6.02 hereof.

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

**"Code"** means the Internal Revenue Code of 1986 in effect on the date of issuance of the Series 2013 Bonds, and the applicable regulations or rulings promulgated or proposed thereunder, and any successor thereto.

**"Costs of Issuance"** mean items of expense payable or reimbursable directly or indirectly by the Bank and related to the authorization, sale validation and issuance of Series 2013 Bonds, execution and delivery of the Loan Agreement and the Series 2013 Note, which items of expense shall include, but not be limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Trustee, underwriters' discounts, legal fees and charges, professional consultants' fees, costs of credit ratings, fees and charges for execution, transportation and safekeeping of Series 2013 Bonds, bond or reserve fund insurance premiums, credit enhancements or liquidity facility fees, and other costs, charges and fees in connection with the foregoing.

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

**"Debt Service Reserve Fund"** means collectively all the debt service reserve funds, including Accounts created thereunder, which are required for the Series 2013 Bonds issued under this Indenture, as it may be supplemented or amended from time to time.

**"Debt Service Reserve Requirement"** the lesser of the following: (i) of the maximum amount of principal and interest becoming due in the current or any future bond year (meaning each 1 year period (or such shorter period as hereinafter defined) beginning on ___ 2 of one year and ending on ___ 1 of the following year except, however, the first bond year shall be from the issue date of the Series 2013 Bonds until ___ 1, 2013) on all Series 2013 Bonds then outstanding; (ii) 125% of average annual debt service on the Series 2013 Bonds; or (iii) 10% of the stated principal amount of the Series 2013 Bonds or if such issue of Series 2013 Bonds has more than a *de minimus* amount (as defined in Section 1.148-1(b) of the Treasury Regulations), which Debt Service Reserve Requirement may be funded with cash or a Reserve Fund Credit Facility.

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

**"DTC"** means The Depository Trust Company.

**"DTC Participants"** shall have the meaning ascribed thereto in Section 2.07 herein.

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

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

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

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

**"Funds"** means the funds created pursuant to Article VI hereof (other than the Rebate Fund).

**"General Account"** means the account by that name created by Section 6.02 hereof for the Series 2013 Bonds.

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

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

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

**"Interest Payment Date"** means any date on which interest is payable on the Series 2013, and for the Series 2013 Bonds, ___ 1 and _____ 1, commencing ___ 1, 20___.

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

**"Loan Account"** means the account by that name created by Section 6.02 hereof for the Series 2013 Bonds.

**"Loan Agreement"** means the Loan Agreement by and between the City and the Bank dated as of _____, 2013.

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

**"Moody's"** shall mean Moody's Investors Service, a Delaware Corporation, its successors and assigns and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Bank), by written notice to the Trustee.

**"Notice Address"** means, with respect to the City, the City's address given in connection with the execution and delivery of the Loan Agreement and the Series 2013 Note to the Bank, and, with respect to the Bank, the Trustee and the Original Purchaser and the Bond Insurer:

| | |
|---|---|
| Bank: | Mississippi Development Bank<br>735 Riverside Drive, Suite 300<br>Jackson, Mississippi 39202<br>Attention: Executive Director |
| Trustee: | Hancock Bank<br>The Quarter Specialty Center<br>1855 Lakeland Drive, Suite Q-230<br>Jackson, Mississippi 39216<br>Attention: Trust and Financial Services Group |
| Original Purchaser: | Duncan-Williams, Inc.<br>6750 Poplar Avenue Forum Building 1, Suite 300<br>Memphis, Tennessee 38138<br>Attention: Public Finance Department<br><br>Piper Jaffray & Co.<br>3238 Players Club Circle<br>Memphis, TN 38125<br>Attention: Public Finance Department |

The notice address of the Bond Insurer is Assured Guaranty Municipal Corp., 31 West 52nd Street, New York, New York 10019, Attention: Risk Management Department – Public Finance – Surveillance RE: Policy No. 213125-N, Telephone: (212) 974-0100; Facsimile: (212) 581-3268; E-mail: municdisclosure@assuredguaranty.com. In each case in which notice or other communication refers to an Event of Default or a claim on the Bond Insurance Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at generalcounsel@assuredguaranty.com or at the following facsimile number: (212) 445-3705 and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

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

**"Opinion of Counsel"** means a written opinion of Counsel addressed to the Trustee, for the benefit of the owners of the Series 2013, who may (except as otherwise expressly provided in this Indenture) be Counsel to the Bank or Counsel to the owners of the Series 2013 and who is acceptable to the Trustee.

**"Original Purchaser"** together, means Duncan-Williams, Inc., Memphis, Tennessee and Piper Jaffray & Co., Memphis, Tennessee.

**"Outstanding"** or **"Series 2013 Bonds Outstanding"** means all Series 2013 Bonds which have been authenticated and delivered by the Trustee under this Indenture, including Series 2013 Bonds held by the Bank, except:

(a) Series 2013 Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;

(b) Series 2013 Bonds deemed paid under Article IX hereof; and

(c) Series 2013 Bonds in lieu of which other Series 2013 Bonds have been authenticated under Section 3.05, 3.06 or 3.10 hereof.

**"Positive Cash Flow Certificate"** means a certificate prepared in accordance with Section 5.09 hereof by the Bank to the effect that immediately after the occurrence or non-occurrence of a specific action or omission, as appropriate, Revenues expected to be received, together with other moneys expected to be held in the Funds and Accounts under the Indenture (other than the Rebate Fund) and available therefor in accordance with Section 5.09 (a)(3) hereof, will at least be sufficient on each Interest Payment Date to provide payment of the principal and interest of the Outstanding Series 2013 Bonds due on such date and the payment of Program Expenses, if any.

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

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

**"Program Expenses"** means all of the fees and expenses of the Trustee, any expenses for preparing Positive Cash Flow Certificates under Section 5.09 hereof and costs of determining the amount rebatable, if any, to the United States of America under Section 6.11 hereof, all to the extent properly allocable to the Program and approved in writing by the Bank.

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

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

**"Redemption Account"** means the account by that name created by Section 6.02 hereof for the Series 2013 Bonds.

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

**"Representation Letter"** shall mean the blanket issuer letter of representations from the Bank to DTC under the Book-Entry System.

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

**"Reserve Policy"** shall mean the Municipal Bond Debt Service Reserve Insurance Policy issued by Assured Guaranty Municipal Corp. guaranteeing certain payments into the Debt Service Reserve Fund with respect to the Series 2013 Bonds as provided therein and subject to the limitations set forth therein.

**"Reserve Policy Provider"** shall mean the Bond Insurer.

**"Revenues"** means the Funds and Accounts and all income, revenues and profits of the Funds and Accounts referred to in the granting clauses hereof including, without limitation, all Series 2013 Note Payments and any additional amount paid to the Trustee under the Loan Agreement on the Series 2013 Note.

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

**"Series 2013 Bonds"** means the $28,000,000 Mississippi Development Bank Special Obligation Series 2013 Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) issued pursuant to Section 2.01 of this Indenture.

**"Series 2013 Note"** means the $28,000,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated _____, 2013, of the City to the Bank, attached as EXHIBIT B to the Loan Agreement.

**"Series 2013 Note Interest Payment"** means that portion of the Series 2013 Note Payment which represents the interest due or to become due on the Series 2013 Note held by the Trustee pursuant to this Indenture.

**"Series 2013 Note Payment"** means together the amounts paid or required to be paid, from time to time, for principal and interest on the Series 2013 Note held by the Trustee pursuant to this Indenture.

**"Series 2013 Note Principal Payment"** means that portion of the Series 2013 Note Payment which represents the principal due or to become due on the Series 2013 Note held by the Trustee pursuant to this Indenture.

**"Series 2013 Project"** means providing funds for (i) the Construction Project; (ii) current refunding the outstanding maturities of the City of Hattiesburg, Mississippi General Obligation Note, Series 2013, dated March 19, 2013, issued in the original principal amount of $3,000,000, (iii) funding the Debt Service Reserve Fund for the Series 2013 Bonds, including the payment of the premium for the Reserve Policy, (iv) paying capitalized interest, and (v) paying the costs of issuance of the Series 2013 Bonds and the Series 2013 Note, including the payment of the premium for the Bond Insurance Policy.

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

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

**"State"** means the State of Mississippi.

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

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

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

**SECTION 1.02 Rules of Interpretation.**

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

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

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

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

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

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

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

## ARTICLE II

## AUTHORIZATION AND ISSUANCE OF SERIES 2013 BONDS

### SECTION 2.01 Authorization and Issuance of Series 2013 Bonds.

(1) Series 2013 Bonds of the Bank to be known and designated as "Mississippi Development Bank Special Obligation Series 2013 Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) are hereby authorized to be issued. The aggregate principal amount of Series 2013 Bonds that may be issued, authenticated and Outstanding hereunder is limited to Twenty Eight Million Dollars ($28,000,000). The Series 2013 Bonds are being insured with a Bond Insurance Policy, as hereinafter defined, issued by Assured Guaranty, Corp. guaranteeing the scheduled payment of the principal of and interest on the Series 2013 Bonds when due. Notwithstanding anything to the contrary set forth in this Indenture, all provisions of this Indenture are subject to the terms and provisions of the Bond Insurance Policy (see ARTICLE XIV herein).

(2) There is hereby created by this Indenture, in the manner and to the extent provided herein, a continuing pledge and lien to secure the full and final payment of the principal or Redemption Price of and interest on all of the Series 2013 Bonds issued pursuant to this Indenture. The Series 2013 Bonds shall be payable solely from the Revenues. The State shall not be liable on the Series 2013 Bonds and the Series 2013 Bonds shall not be a debt, liability, pledge of the faith or loan of the credit of the State. The Series 2013 Bonds shall contain on the face thereof a statement to the effect that the Bank is obligated to pay the principal of the Series 2013 Bonds, the interest and the redemption premium, if any, thereon only from the Revenues and that the State is not obligated to pay such principal, interest or redemption premium, if any, and that neither the faith and credit nor the taxing power of the State is pledged to the payment of the Series 2013 Bonds. In the Act, the State has pledged to and agreed with the holders of any

Series 2013 Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2013 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Series 2013 Bonds are fully met and discharged. All Series 2013 Bonds shall mature on or before _____, 1, 2032.

**SECTION 2.02 Purpose and Disposition of Series 2013 Bonds.**

The purpose for issuing the Series 2013 Bonds is to fund the Loan Account in order to provide funds to loan to the City and provide funds in connection with the sale and issuance of the Note by the city an, which will provide funs for the following: (i) the Construction Project; (ii) to fund capitalized interest on the Series 2013 Bonds; (iii) to fund the Debt Service Reserve Fund, including the payment of the premium for the Reserve Policy; and (iv) to fund the Bond Issuance Expense Account of the General Fund to pay the Costs of Issuance for the Series 2013 Bonds and the Note, including the payment of the premium for Bond Insurance Policy. Upon the delivery of the Series 2013 Bonds and receipt of the net proceeds therefor, the Bank shall deliver to the Trustee proceeds of the Series 2013 Bonds in the amount of $_____ ($28,000,000.00 par amount of Series 2013 Bonds, plus net original issue premium of $_____, less an Underwriter's discount of $_____, and less the Bond Insurance Policy and Reserve Policy premiums of $_____ and $_____, respectively, which were remitted to Assured Guaranty Municipal Corp. by the Original Purchaser, for and on behalf of the Bank, on the date of delivery of the Series 2013 Bonds), for deposit as follows: (i) into the General Account of the General Fund, capitalized interest of $_____ to pay a portion of the interest on the Bonds due _____, 1, 20___; (ii) into the Bond Issuance Expense Account of the General Fund, the sum of $_____ to pay Costs of Issuance for the Series 2013 Bonds and the Note; and (ii) into the Loan Account, $_____ of the net proceeds for use in loaning money to the City under the Loan Agreement, as secured by the Series 2013 Note with $_____ to be transferred to the City for deposit in the Series 2013 Project Fund, which Series 2013 Project Fund is to be held by the Indenture Trustee for and on behalf of the City, pursuant to the Loan Agreement and used to pay the costs of the Construction Project.

**SECTION 2.03 General Description of the Series 2013 Bonds.**

The Series 2013 Bonds shall be issuable as fully registered Series 2013 Bonds in the denomination of $5,000 or any integral multiple thereof. The Series 2013 Bonds shall be numbered from R-1 upward.

Each Series 2013 Bond shall carry an original date of its delivery and shall carry the date on which it is authenticated. If a Series 2013 Bond is authenticated on or prior to _____, 2013 it shall bear interest from its date of delivery. Each Series 2013 Bond authenticated after _____, 2013, shall bear interest from the most recent Interest Payment Date to which interest has been paid as of the date of authentication of such Series 2013 Bond unless such Series 2013 Bond is authenticated after a Record Date and on or before the next succeeding Interest Payment Date, in which event the Series 2013 Bond will bear interest from such next succeeding Interest Payment Date.

Interest on the Series 2013 Bonds shall be payable on ___ 1 and _____ 1 of each year, commencing _____ 1, 20____, until the Series 2013 Bonds are paid. Interest will be calculated using a three hundred sixty (360) day year based on twelve (12) thirty (30) day months.

The Series 2013 Bonds shall mature on _____, 1 in the years and in the principal amounts, and shall bear interest at the rates per annum, all as set forth below:

| YEAR | PRINCIPAL AMOUNT | INTEREST RATE |
|---|---|---|
| 2014 | | |
| 2015 | | |
| 2016 | | |
| 2017 | | |
| 2018 | | |
| 2019 | | |
| 2020 | | |
| 2021 | | |
| 2022 | | |
| 2024* | | |
| 2026* | | |
| 2028* | | |
| 2030* | | |
| 2033* | | |

*Term Series 2013 Bonds subject to mandatory sinking fund redemption as set forth herein.

**SECTION 2.04 Provisions for Issuance of Series 2013 Bonds.**

Series 2013 Bonds shall be executed by Authorized Officers of the Bank for issuance under this Indenture and delivered to the Trustee and thereupon shall be authenticated by the Trustee and by it delivered to the Bank or to the purchasers thereof, as specified in a written order of the Bank, but only upon the receipt by the Trustee of:

(a) An Opinion of Counsel dated as of the date of delivery thereof to the effect that (i) this Indenture and the performance by the Bank of its obligations hereunder, have been duly authorized, and this Indenture has been duly executed and delivered by the Bank and constitutes the legal, valid and binding agreement of the Bank, enforceable in accordance with its terms; (ii) the Series 2013 Bonds have been duly authorized, sold, executed and delivered by the Bank, and are valid and binding obligations of the Bank enforceable in accordance with their terms; and (iii) all resolutions and actions of the Bank relating to the documents in question and all related proceedings comply with all rules and regulations of the Bank and all approvals or other actions required to be obtained or taken by the Bank under the Act have been obtained or taken as required;

(b) A written order as to the delivery of such Series 2013 Bonds, signed by an Authorized Officer;

(c) A copy of the resolution adopted and approved by the Bank, authorizing the execution and delivery of this Indenture and the issuance and sale of such Series 2013 Bonds, certified by an Authorized Officer;

(d) A certificate of an Authorized Officer that upon delivery of and payment for such Series 2013 Bonds, the amount on deposit in the Debt Service Reserve Fund, including any amount to be deposited therein from the proceeds of such Series 2013 Bonds or from the acquisition of a Reserve Fund Credit Facility, will be equal to the Debt Service Reserve Requirement for the Debt Service Reserve Fund;

(e) An Opinion of Bond Counsel dated as of the date of delivery thereof relating to the exclusion of interest on state and local governmental Series 2013 Bonds from gross income under federal tax law, including particularly compliance with Section 148(f) of the Code.;

(f) A certificate of an Authorized Officer that the issuance of such Series 2013 Bonds will not violate any limitations in the Act or any other laws of the State as to the amount of Series 2013 Bonds that may be Outstanding from time to time;

(g) A certificate of an Authorized Officer that the Act has not been repealed or amended in a manner that would adversely affect the rights of owners of such Series 2013 Bonds; and

(h) Such further documents, moneys and securities as are required by the provisions of this Section 2.04 or Article VII hereof.

**SECTION 2.05 Provisions for Issuance of Refunding Series 2013 Bonds.**

(1) All or any part of one or more series of Refunding Series 2013 Bonds may be authenticated and delivered upon original issuance to refund all or any part of the Outstanding Series 2013 Bonds. Refunding Series 2013 Bonds shall be issued in a principal amount sufficient, together with other moneys available therefor, to accomplish such refunding and to make such deposits required by the provisions of the Act, this Section and by the Supplemental Indenture authorizing said Refunding Series 2013 Bonds.

(2) Refunding Series 2013 Bonds may be authenticated and delivered only upon receipt by the Trustee (in addition to the receipt by the Trustee of the documents required by Section 2.04 hereof) of:

(a) Irrevocable instructions to the Trustee, satisfactory to it, to give due notice of redemption of all the Series 2013 Bonds to be refunded on the redemption date specified in such instructions;

(b) Irrevocable instructions to the Trustee, satisfactory to it, to give notice provided for in Section 4.05 hereof to the owners of the Series 2013 Bonds being refunded; and

(c) Either (i) moneys in an amount sufficient to effect payment at the applicable Redemption Price or principal payment amount of the Series 2013 Bonds to be refunded or paid, respectively, together with accrued interest on such Series 2013 Bonds to the redemption or maturity date and all necessary and appropriate fees and expenses of the Trustee, which moneys shall be held by the Trustee or any one or more of the Trustees in a separate account irrevocably in trust for and assigned to the respective owners of the Series 2013 Bonds to be refunded or paid, or (ii) Governmental Obligations in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications, as shall be necessary to comply with the provisions of Article IX, which Governmental Obligations shall be held in trust and used only as provided in said Article.

**SECTION 2.06 Form of Series 2013 Bonds.**

The Series 2013 Bonds and the Trustee's certificate of authentication to be endorsed on the Series 2013 Bonds are all to be in substantially the following form, with necessary and appropriate variations, omissions and insertions as are permitted or required by this Indenture:

(remainder of page intentionally left blank)

**(FORM OF SERIES 2013 BOND)**

**(Front of Series 2013 Bond)**

**UNITED STATES OF AMERICA**
**STATE OF MISSISSIPPI**
**MISSISSIPPI DEVELOPMENT BANK**
**SPECIAL OBLIGATION BOND, SERIES 2013**
**(HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM CONSTRUCTION PROJECT)**

**NO. R-____**

| Interest Rate | Maturity Date | Original Date | Date of Authentication | CUSIP |
|---|---|---|---|---|
| | | _____, 2013 | _____, 2013 | |

**Registered Owner:**

**Principal Amount:**

Mississippi Development Bank, a body corporate and politic, exercising essential public functions ("Bank") and organized under the laws of the State of Mississippi, for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, upon surrender hereof, the principal amount stated above in lawful money of the United States of America but solely from the sources referred to herein and not otherwise, on the Maturity Date specified above, unless this Series 2013 Bond, as hereinafter defined, shall be redeemable and shall previously have been called for redemption and payment of the redemption price made or provided for, and to pay interest on such principal amount in like money, but solely from said sources, from the interest payment date to which on the Date of Authentication hereof interest has been paid (unless this Series 2013 Bond is authenticated on or before _____, 1, 20___, then from its date of delivery thereof, or unless this Series 2013 Bond is authenticated after the 15th day of the month preceding the next succeeding interest payment date, then from such interest payment date or unless payment of the interest on this Series 2013 Bond is in default, then from such date when interest has been paid in full) at the Interest Rate per annum stated above, payable on each ___ 1 and _____ 1 (each an "Interest Payment Date"), commencing_____ 1, 20___, until payment of such principal amount shall have been made upon redemption or at maturity. The principal of this Series 2013 Bond is payable at the principal corporate trust office of Hancock Bank, as Trustee, in the City of Jackson, Mississippi, or at the principal corporate trust office of any successor trustee appointed under the Indenture hereinafter mentioned; and payments of interest hereon will be made to the Registered Owner hereof (whose name appears on the registration records kept by the Trustee at the close of business on the fifteenth day of the month preceding such Interest Payment Date) by check mailed on the Interest Payment Date by the Trustee to such Registered Owner at his address as it appears on the registration records of the Bank kept by the Trustee or at such other address as is furnished to the Trustee in writing by such Registered Owner or at the written election of the Registered Owner of $1,000,000 or more

in aggregate principal amount of Series 2013 Bonds delivered to the Trustee at least one Business Day prior to the Record Date (as defined in the Indenture) for which such election will be effective by wire transfer to the Registered Owner or by deposit into the account of the Registered Owner if such account is maintained by the Trustee.

This Series 2013 Bond and the other Series 2013 Bonds, and the interest payable hereon and thereon, are payable solely by the Bank from the Revenues (as defined herein) and other funds of the Bank pledged therefor under the Indenture, which Revenues and funds include the payments on the Series 2013 Note (as defined in the Indenture) purchased by the Bank and assigned to the Trustee. The Bank has no taxing power. This Series 2013 Bond and the other Series 2013 Bonds, both as to principal and interest, do not constitute a debt, liability or loan of the credit of the State of Mississippi ("State") or any political subdivision thereof under the constitution or statutes of the State or a pledge of the faith and credit or the taxing power of the State or any political subdivision thereof. The issuance of the Series 2013 Bonds under the provisions of the Act, as hereinafter defined, does not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Series 2013 Bonds do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution or the statutes of the State and do not now and shall never constitute a charge against the credit of the State or any political subdivision thereof or a charge against the taxing power of the State or any political subdivision thereof. Neither the State nor any agent, attorney, member or employee of the State or of the Bank shall in any event be liable for the payment of the principal of, premium, if any, or interest on the Series 2013 Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any agent, employee, attorney or member of the State or of the Bank, or any charge upon their general credit or upon the taxing power of the State. In the Act, the State has pledged and agreed with the holders of any Series 2013 Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2013 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Series 2013 Bonds, are fully met and discharged.

This Series 2013 Bond is one of an authorized issue of Series 2013 Bonds of the Bank known as Mississippi Development Bank Special Obligation Series 2013 Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) (the "Series 2013 Bonds") issued under and secured by an Indenture of Trust, dated as of _____, 2013 ("Indenture"), duly executed and delivered by the Bank to Hancock Bank, Jackson, Mississippi, as Trustee ("Trustee"). The Series 2013 Bonds are limited in aggregate principal amount to not exceed Twenty Eight Million Dollars ($28,000,000). The Series 2013 Bonds are issued pursuant to Mississippi Code of 1972, Sections 31-25-1 et seq., as amended (the "Act"), to provide funds for a loan to the City secured by the Series 2013 Note and the Loan Agreement (as hereinafter defined), to (i) provide funds to repair, improve, and extend the combined water and sewer system of the City (the "Construction Project"); (ii) current refund the outstanding maturities of the City of Hattiesburg, Mississippi General Obligation Note, Series 2013, issueind

in the original principal amount of $3,000,000, (iii) fund capitalized interest for the Series 2013 Bonds (iv) fund a debt service reserve fund for the Series 2013 Bonds; and (v) to pay costs of issuing the Series 2013 Bonds and Series 2013 Note, as hereinafter defined, including the premium of the Bond Insurance Policy (collectively, the "Project"). The City is the City of Hattiesburg, Mississippi and the Series 2013 Note is the $28,000,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) issued pursuant to a loan agreement by and between the City and the Bank, dated on _____, 2013 (the "Loan Agreement"). The Series 2013 Note will be paid from Net Revenues of the System, subject to the parity lien of the City's (a) $17,000,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated June 28, 2006 (the "2006 Note"), issued pursuant to and securing the loan agreement, dated June 28, 2006 by and between the Bank and the City (the "2006 Loan Agreement"), such 2006 Note and 2006 Loan Agreement being security for the loan (the "2006 Loan") between the City and the Bank, which 2006 Loan was funded from the proceeds of the $17,000,000 Mississippi Development Bank Special Obligation Series 2006 Bonds (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) Series 2006 (the "Series 2006 Bank Bonds"); and (b) $12,500,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Revenue Project), dated March 29, 2012 (the "2012 Note"), issued pursuant to and securing the loan agreement, dated March 29, 2012 by and between the Bank and the City (the "2012 Loan Agreement"), such 2012 Note and 2012 Loan Agreement being security for the loan (the "2012 Loan") between the City and the Bank, which 2012 Loan was funded from the proceeds of the $12,500,000 Mississippi Development Bank Special Obligation Series 2012 Bonds (Hattiesburg, Mississippi Combined Water and Sewer System Revenue Project) Series 2012 (the "Series 2012 Bank Bonds. The net proceeds received by the City under the Loan Agreement for the Series 2013 Note will be used by the City to provide funds for the Project.

The Series 2013 Bonds are all equally and ratably secured by and entitled to the protection of the Indenture on a parity one with another and with any Refunding Series 2013 Bonds which may be issued pursuant to Section 2.05 of the Indenture (collectively, the "Series 2013 Bonds"). To secure payment of principal of and interest on all the Series 2013 Bonds and performance of all other covenants of the Bank under the Indenture, the Bank, pursuant to the Indenture, has assigned and pledged to the Trustee, and has granted to the Trustee a security interest in, the Trust Estate (as defined in the Indenture), including all rights, title and interest of the Bank in and to all moneys and securities from time to time received and held by the Trustee under the Indenture and all income from the deposit, investment and reinvestment thereof except any moneys and securities held in the rebate fund established under the Indenture (all such money and funds and accounts referred to in the granting clauses of the Indenture are defined in the Indenture and are herein referred to as the "Revenues"). Reference is hereby made to the Indenture for a description of the rights, duties and obligations of the Bank, the Trustee and the owners of the Series 2013 Bonds, the terms and conditions upon which the Series 2013 Bonds are issued and the terms and conditions upon which the Series 2013 Bonds will be paid at or prior to their stated maturity, or will be deemed to be paid upon the making of provision for payment therefor. Copies of the Indenture are on file at the principal corporate trust office of the Trustee.

This Series 2013 Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only

in the manner and subject to the limitations prescribed in the Indenture and upon surrender and cancellation of this Series 2013 Bond. This Series 2013 Bond may be transferred without cost to the Registered Owner except for any tax or governmental charge required to be paid with respect to the transfer. Upon such transfer, a new Series 2013 Bond or Series 2013 Bonds of the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

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

The Series 2013 Bonds are issuable as fully registered Series 2013 Bonds in denominations of $5,000 and any integral multiple thereof. Subject to the limitations and upon payment of any taxes or governmental charges, Series 2013 Bonds may be exchanged for a like aggregate principal amount of Series 2013 Bonds of the same maturity of authorized denominations.

If the City directs the Bank to redeem any Series 2013 Bonds pursuant to Section 9.2 of the Loan Agreement, the Bank has agreed under the Indenture to accept redemption and redeem such Series 2013 Bonds in the following instances:

The Series 2013 Bonds (or any portions thereof in integral multiples of $5,000 each) which mature on or after _____, 1, 20___, are subject to optional redemption prior to their stated dates of maturity in whole or in part on _____, 1, 20___, and on any date thereafter at par plus accrued interest to the redemption date.

The Series 2013 Bonds are also subject to extraordinary mandatory redemption, prior to their stated dates of maturity, in whole or in part, at any time, in inverse order of maturity, at a Redemption Price (as defined in the Indenture) equal to the principal amount thereof plus accrued interest to the redemption date, from and to the extent that moneys are transferred from the Loan Account (as defined in the Indenture) to the Redemption Account (as defined in the Indenture) created in the Indenture or transferred from the Project Fund (as defined in the Indenture) to the Redemption Account or otherwise deposited in the Redemption Account from proceeds received upon the sale or prepayment prior to maturity of the Note upon a default under the Note and acceleration thereof.

The Series 2013 Bonds maturing on _____, 1, 20__ in the principal amount of $__,000 are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in whole, as otherwise provided in the Indenture, on each _____, 1 in the principal amount for each year together with accrued interest to the date of redemption, as follow:

| Year | Principal Amount |
|---|---|
| 20 | $,000 |
| 20* | ,000 |

*Final Maturity

The Series 2013 Bonds maturing on _____, 1, 20__ in the principal amount of $___,000 are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in whole, as otherwise provided in the Indenture, on each _____, 1 in the principal amount for each year together with accrued interest to the date of redemption, as follow:

| Year | Principal Amount |
|---|---|
| 20 | $,000 |
| 20* | ,000 |

*Final Maturity

The Series 2013 Bonds maturing on _____, 1, 20__ in the principal amount of $,000 are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in whole, as otherwise provided in the Indenture, on each _____, 1 in the principal amount for each year together with accrued interest to the date of redemption, as follow:

| Year | Principal Amount |
|---|---|
| 20 | $,000 |
| 20* | ,000 |

*Final Maturity

The Series 2013 Bonds maturing on _____, 1, 20__ in the principal amount of $___,000 are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in whole, as otherwise provided in the Indenture, on each _____, 1 in the principal amount for each year together with accrued interest to the date of redemption, as follow:

| Year | Principal Amount |
|---|---|
| 20 | $___,000 |
| 20* | ___,000 |

*Final Maturity

The Series 2013 Bonds maturing on _____, 1, 2032 in the principal amount of $___,000 are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in

whole, as otherwise provided in the Indenture, on each _____, 1 in the principal amount for each year together with accrued interest to the date of redemption, as follow:

| Year | Principal Amount |
|---|---|
| 20 | $___,000 |
| 20* | ___,000 |

_____
*Final Maturity

In the event less than all of the Series 2013 Bonds are to be redeemed, the principal amount and maturity to be redeemed shall be selected by the Bank, and the Trustee, at its sole discretion, shall select the Series 2013 Bonds to be redeemed by lot within a selected maturity, provided that Series 2013 Bonds shall be redeemed only in whole multiples of $5,000.

In the event any of the Series 2013 Bonds are called for redemption as aforesaid, notice thereof identifying the Series 2013 Bonds to be redeemed will be given by mailing a copy of the redemption notice by registered or certified mail less than thirty (30) days nor more than forty-five (45) days prior to the date fixed for redemption to the Registered Owner of the Series 2013 Bond to be redeemed at the address shown on the registration records kept by the Trustee. Failure to give such notice by mailing, or any defect therein with respect to any Series 2013 Bond, shall not affect the validity of any proceedings for the redemption of other Series 2013 Bonds. All Series 2013 Bonds so called for redemption will cease to bear interest on the specified redemption date, shall no longer be protected by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture, provided funds for their redemption are on deposit at the place of payment prior to the redemption date.

The Registered Owner of this Series 2013 Bond shall have no right to enforce the provisions of the Indenture or to institute an action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2013 Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Indenture, or of any supplements thereto, may be made to the extent permitted by, and in accordance with, the Indenture.

The Bank hereby certifies, recites and declares that all acts, conditions and things required by the constitution and statutes of the State, the Indenture, and resolutions of the Bank to exist, happen and be performed prior to the issuance of this Series 2013 Bond do exist, have happened and have been performed in due time, form and manner as required by the Act; that the issuance of the Series 2013 Bonds, together with all other obligations of the Bank, does not exceed or violate any constitutional or statutory limitation applicable to the Bank; and that the Revenues pledged to the payment of the principal of and interest on the Series 2013 Bonds, as the same become due, are designed to be sufficient in amount for that purpose.

This Series 2013 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by the Trustee.

**IN WITNESS WHEREOF**, the Mississippi Development Bank has caused this Series 2013 Bond to be executed in its name and on its behalf by the facsimile or manual signature of its Executive Director and a facsimile or manual seal of its official seal to be hereunto impressed or imprinted hereon by any means and attested by the facsimile or manual signature of its Secretary.

**MISSISSIPPI DEVELOPMENT BANK**

**By:_____**
**Executive Director**

**ATTEST:**

**By:_____**
**Secretary**

**(SEAL)**

[Form of Certificate of Authentication]

**CERTIFICATE OF AUTHENTICATION**

This Series 2013 Bond is one of the Series 2013 Bonds issued and delivered pursuant to the provisions of the within mentioned Indenture.

Date of Authentication: _____, 2013

**HANCOCK BANK,**
as Trustee

By: _____
Authorized Signatory

[Form of Validation Certificate]

**VALIDATION CERTIFICATE**

**STATE OF MISSISSIPPI**

**COUNTY OF HINDS**

The undersigned Secretary of the Mississippi Development Bank does hereby certify that the within Series 2013 Bond has been validated and confirmed by Decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, rendered on the ___th day of ____, 20__.

_____
Secretary

**(SEAL)**

[Form of Assignment]

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

_____

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

_____

(Please print or typewrite name and address of Assignee)

the within Series 2013 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, Attorney, to transfer the within Series 2013 Bond on the records kept for registration thereof, with full power of substitution in the premises.

Dated: _____

_____

**NOTICE:** The signature to this assignment must correspond with the name as it appears upon the face of the within Series 2013 Bond in every particular manner, without alteration or any change whatever.

Signature Guaranteed:

_____

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

BY:_____

**STATEMENT OF INSURANCE**

Assured Guaranty Municipal Corp. ("AGM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Series 2013 Bond to Bank, Jackson, Mississippi, or its successor, as trustee for the Series 2013 Bonds (the "Trustee"). Said Policy is on file and available for inspection at the principal office of the Trustee and a copy thereof may be obtained from AGM or the Trustee. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Series 2013 Bond acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.

**[END OF BOND FORM]**

**SECTION 2.07 Book-Entry Only System.**

The Series 2013 Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Series 2013 Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, and except as provided in Section 2.09 hereof, all of the outstanding Series 2013 Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

With respect to Series 2013 Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the Bank and the Trustee shall have no responsibility or obligation to any participant for whom DTC is a security depository nominee ("DTC Participants") or to any person on behalf of whom such a DTC Participant holds an interest in the Series 2013 Bonds. Without limiting the immediately preceding sentence, the Bank and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Series 2013 Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown in the Bond Register, of any notice with respect to the Series 2013 Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the Series 2013 Bonds. Notwithstanding any other provision of this Indenture to the contrary, the Bank, the Trustee and each paying agent, if any, shall be entitled to treat and consider the person in whose name each Series 2013 Bond is registered in the Bond Register as the absolute owner of such Series 2013 Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Series 2013 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2013 Bond, for the purpose of registering transfers with respect to such Series 2013 Bond, and for all other purposes whatsoever. The Trustee and each paying agent, if any, shall pay all principal of, premium, if any, and interest on the Series 2013 Bonds only to or upon the order of the respective Bondholders, as shown in the Bond Register as provided in this Indenture, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Bank's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2013 Bonds to the extent of the sum or sums so paid. No person other than a Bondholder, as shown in the Bond Register, shall receive a Series 2013 Bond certificate evidencing the obligation of the Bank to make payments of principal, premium, if any, and interest pursuant to this Indenture. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the words "Cede & Co." in this Indenture shall refer to such new nominees of DTC; and upon receipt of such a notice the Trustee shall promptly deliver a copy of the same to each paying agent, if any.

**SECTION 2.08 Successor Securities Depository; Transfers Outside Book-Entry Only System.**

In the event that the Bank and the Trustee determine that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter or that it is in the best

interest of the Beneficial Owners of the Series 2013 Bonds that they be able to obtain certificated Series 2013 Bonds, the Bank and the Trustee shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Series 2013 Bond certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Series 2013 Bond certificates and transfer one or more separate Series 2013 Bond certificates to DTC Participants having Series 2013 Bonds credited to their DTC accounts. In such event, the Series 2013 Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Series 2013 Bonds shall designate, in accordance with the provisions of this Indenture.

**SECTION 2.09 Payments and Notices to Cede & Co**.

Notwithstanding any other provision of this Indenture to the contrary, so long as any of the Series 2013 Bonds is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Series 2013 Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter. The Trustee shall request in each notice sent to Cede & Co. pursuant to the terms of this Indenture that Cede & Co. forward or cause to be forwarded such notice to the DTC Participants.

## ARTICLE III

## GENERAL TERMS AND PROVISIONS OF SERIES 2013 BONDS

**SECTION 3.01 Medium, Form and Place of Payment.**

The Series 2013 Bonds shall be payable, with respect to interest, principal and Redemption Price, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be payable by check mailed on the Interest Payment Date to the registered owners as of the Record Date. The Bank may provide for the payment of interest on Series 2013 Bonds to holders of $1,000,000 or more by wire transfer or electronic funds transfer or by such other method as is acceptable to the Trustee and the Bondholder. Principal shall be payable at the principal corporate trust office of the Trustee upon presentation of the Series 2013 Bonds to be paid.

**SECTION 3.02 Legends.**

The Series 2013 Bonds may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Indenture as may be necessary or desirable to comply with custom, as determined by the Bank prior to the delivery thereof.

**SECTION 3.03 Execution.**

The Series 2013 Bonds shall be executed on behalf of the Bank with the manual or facsimile signature of its President or Vice President or Executive Director and shall have impressed or imprinted thereon, by facsimile or otherwise, the official seal of the Bank, which seal shall be attested by the manual or facsimile signature of the Executive Director or Secretary of the Bank. In case any officer of the Bank whose signature or whose facsimile signature shall appear on the Series 2013 Bonds shall cease to be such officer before the delivery of such Series 2013 Bonds, such signature or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Any Bond may be executed and attested on behalf of the Bank by such officer as at the time of the execution of such Series 2013 Bonds shall be duly authorized or hold the proper office of the Bank although at the date borne by the Series 2013 Bonds or at the date of delivery of the Series 2013 Bonds such officer may not have been so authorized or have held such office.

**SECTION 3.04 Authentication.**

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

**CERTIFICATE OF AUTHENTICATION**

This Series 2013 Bond is one of the Series 2013 Bonds issued and delivered pursuant to the provisions of the within mentioned Indenture.

Date of Authentication: _____, 2013

**HANCOCK BANK,**
as Trustee

By:_____
Authorized Signatory

The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized representative or signatory of the Trustee, but it shall not be necessary that the same representative or signatory sign the certificate of authentication on all of the Series 2013 Bonds. The signature of the authorized representative or signatory of the Trustee shall be manual.

**SECTION 3.05 Mutilated, Lost, Stolen or Destroyed Series 2013 Bonds.**

If any Bond is mutilated, lost, stolen or destroyed, the Bank shall execute and the Trustee shall authenticate a new Bond or Series 2013 Bonds of the same maturity and denomination, as that mutilated, lost, stolen or destroyed; provided that in the case of any mutilated Bond, such Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed

Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it. In the event any such Bond shall have matured or been called for redemption, instead of issuing and authenticating a duplicate Bond, the Trustee may pay the same without surrender thereof, provided, however, that in the case of a lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee together with indemnity satisfactory to it before any payment may be made. The Trustee may charge the owner of such Bond its reasonable fees and expenses in connection with replacing any Series 2013 Bonds mutilated, lost, stolen or destroyed. Any Bond issued pursuant to this Section 3.05 shall be deemed part of the original series of the Series 2013 Bonds in respect of which it was issued and a contractual obligation of the Bank replacing the obligation evidenced by such mutilated, lost, stolen or destroyed Bond.

**SECTION 3.06 Registration, Transfer and Exchange of Series 2013 Bonds; Persons Treated as Owners.**

The Bank shall cause records for the registration and for the transfer of the Series 2013 Bonds to be kept by the Trustee at its principal corporate trust office, and the Trustee is hereby constituted and appointed the bond registrar of the Bank. At reasonable times and under reasonable regulations established by the Trustee, said records may be inspected and prepared by the Bank or by owners (or a designated representative thereof) of five percent (5%) or more in aggregate principal amount of the Series 2013 Bonds then Outstanding.

Upon surrender for transfer of any Bond at the principal corporate trust office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in a form satisfactory to the Trustee and duly executed by the registered owner or his attorney duly authorized in writing, the Bank shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Series 2013 Bonds of the same maturity for a like aggregate principal amount. The Series 2013 Bonds may be transferred or exchanged without cost to the Bondholders except for any tax or governmental charge required to be paid with respect to the transfer or exchange. The execution by the Bank of any Bond of any denomination shall constitute full and due authorization of such denomination and the Trustee shall thereby be authorized to authenticate and deliver such Bond.

The Trustee shall not be required (a) to register, transfer or exchange any Bond during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Series 2013 Bonds, or (b) to register, transfer or exchange any Series 2013 Bonds selected, called or being called for redemption prior to their stated maturity in whole or in part after mailing notice of such call has been made.

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

All Series 2013 Bonds delivered upon any transfer or exchange shall be valid obligations of the Bank, evidencing the same debt as the Series 2013 Bonds surrendered, shall be secured by this Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Bond surrendered.

**SECTION 3.07 Destruction of Series 2013 Bonds.**

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

**SECTION 3.08 Nonpresentment of Series 2013 Bonds.**

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

Any money so deposited with and held by the Trustee not so applied to the payment of Series 2013 Bonds within four (4) years after the date on which the same shall become due shall be subject to applicable laws of the State of Mississippi concerning escheat and unclaimed property and shall be repaid by the Trustee to the Bank and thereafter the Bondholders shall be entitled to look only to the Bank for payment, and then only to the extent of the amount so repaid, and the Bank shall not be liable for any interest thereon to the Bondholders and shall not be regarded as a trustee of such money.

**SECTION 3.09 Other Obligations Payable from Revenues.**

The Bank shall grant no liens or encumbrances on or security interests in the Trust Estate (other than those created by this Indenture), and, except for the Series 2013 Bonds, shall issue no Series 2013 Bonds or other evidences of indebtedness payable from the Trust Estate.

**SECTION 3.10 Temporary Series 2013 Bonds.**

Until the definitive Series 2013 Bonds are ready for delivery, the Bank may execute, in the same manner as is provided in Section 3.03, and, upon the request of the Bank, the Trustee shall authenticate and deliver, one or more temporary Series 2013 Bonds, which shall be fully registered. Such temporary Series 2013 Bonds shall be subject to the same provisions, limitations and conditions as the definitive Series 2013 Bonds and shall be substantially of the tenor of the definitive Series 2013 Bonds in lieu of which such temporary Bond or Series 2013 Bonds are issued, in the denomination of $5,000 or any integral multiples thereof authorized by

the Bank, and with such omissions, insertions and variations as may be appropriate to temporary Series 2013 Bonds. The Bank at its own expense shall prepare and execute and, upon the surrender of such temporary Series 2013 Bonds shall deliver in exchange therefor definitive Series 2013 Bonds, of the same aggregate principal amount and maturity as the temporary Series 2013 Bonds surrendered. Until so exchanged, the temporary Series 2013 Bonds shall in all respects be entitled to the same benefits and security as definitive Series 2013 Bonds issued pursuant to this Indenture.

If the Bank shall authorize the issuance of temporary Series 2013 Bonds in more than one denomination, the owner of any temporary Bond or Series 2013 Bonds may, at his option, surrender the same to the Trustee in exchange for another temporary Bond or Series 2013 Bonds of like aggregate principal amount and maturity of any other authorized denomination or denominations, and thereupon the Bank shall execute and the Trustee, in exchange for the temporary Bond or Series 2013 Bonds so surrendered and upon payment of the taxes and charges provided for in Section 3.06, shall authenticate and deliver a temporary Bond or Series 2013 Bonds of like aggregate principal amount and maturity in such other authorized denomination or denominations as shall be requested by such owner. All temporary Series 2013 Bonds surrendered in exchange either for another temporary Bond or Series 2013 Bonds or for a definitive Bond or Series 2013 Bonds shall be forthwith canceled by the Trustee.

**SECTION 3.11 Limitations on Obligations of Bank.**

The Series 2013 Bonds, together with interest thereon, shall be limited obligations of the Bank but payable solely from Revenues and shall be a valid claim of the respective owners thereof only against the Funds and Accounts, other than the Rebate Fund and any Accounts created thereunder, established hereunder and the Series 2013 Note acquired by the Trustee, all of which are hereby assigned and pledged hereunder for the equal and ratable payment of the Series 2013 Bonds and shall be used for no other purpose than the payment of the Series 2013 Bonds, except as may be otherwise expressly authorized in this Indenture. The Series 2013 Bonds do not constitute a debt or liability of the State or of any political subdivision thereof under the constitution of the State or a pledge of the faith and credit of the State or any political subdivision thereof, but shall be payable solely from the Revenues and funds pledged therefor in accordance with this Indenture. The issuance of the Series 2013 Bonds under the provisions of the Act does not directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Series 2013 Bonds and the interest payable thereon do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution of the State or the statutes of the State and do not now and shall never constitute a charge against the credit or taxing power of the State or any political subdivision thereof. Neither the State nor any agent, attorney, member or employee of the State or of the Bank, shall in any event be liable for the payment of the principal of, and premium, if any, or interest on the Series 2013 Bonds or damages, if any, for the nonperformance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any of the State's or the Bank's agents, members, attorneys, and employees or any charge upon the general credit of the State or a charge against the taxing power of the State or any political subdivision thereof. In the Act, the

State has pledged to and agreed with the holders of any Series 2013 Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2013 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Series 2013 Bonds are fully met and discharged.

**SECTION 3.12 Immunity of Officers and Directors.**

No recourse shall be had for the payment of the Series 2013 Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer, member, director, agent or employee of the Bank or any officer, member, director, trustee, agent or employee of any successor entities thereto, as such, either directly or through the Bank or any successor entities, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, directors, trustees, agents, or employees as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and issuance of such Series 2013 Bonds.

## ARTICLE IV

## REDEMPTION OF SERIES 2013 BONDS PRIOR TO MATURITY

**SECTION 4.01 Privilege of Redemption and Redemption Prices and Terms for Series 2013 Bonds.**

If the City directs the Bank to redeem any of the Series 2013 Bonds pursuant to Section 9.2 of the Loan Agreement, the Bank agrees to accept such direction and shall redeem such Series 2013 Bonds in the following instances:

(a) Optional Redemption of Series 2013 Bonds. The Series 2013 Bonds (or any portions thereof in integral multiples of $5,000 each) which mature on or after _____, 1, 20__, are subject to optional redemption prior to their stated dates of maturity in whole or in part on _____, 1, 20__, and on any date thereafter at par plus accrued interest to the redemption date.

(b) Extraordinary Mandatory Redemption. The Series 2013 Bonds are also subject to extraordinary mandatory redemption prior to their stated dates of maturity in whole or in part, in inverse order of maturity, at any time, at a Redemption Price equal to the principal amount thereof plus accrued interest to the redemption date, from and to the extent that moneys are transferred from the Loan Account to the Redemption Account created in the Indenture, funds transferred from the Project Fund to the Redemption Account upon completion of the Construction Project and payment of all Costs of the Construction Project as provided in the Loan Agreement, or otherwise deposited in the Redemption Account from proceeds received upon the sale or prepayment prior to maturity of the Series 2013 Note upon a default under the Series 2013 Note, and acceleration thereof.

(c) Mandatory Sinking Fund Redemption: (i) The Series 2013 Bonds maturing on _____, 1, 20__ in the principal amount of $___,000 are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in whole, as otherwise provided in the Indenture, on each _____, 1 in the principal amount for each year together with accrued interest to the date of redemption, as follow:

| Year | Principal Amount |
|---|---|
| 20 | $,000 |
| 20* | ,000 |

_____
*Final Maturity

(ii) The Series 2013 Bonds maturing on _____, 1, 20___ in the principal amount of $___,000 are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in whole, as otherwise provided in the Indenture, on each _____, 1 in the principal amount for each year together with accrued interest to the date of redemption, as follow:

| Year | Principal Amount |
|---|---|
| 20 | $,000 |
| 20* | ,000 |

_____
*Final Maturity

(iii) The Series 2013 Bonds maturing on _____, 1, 20__ in the principal amount of $,000 are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in whole, as otherwise provided in the Indenture, on each _____, 1 in the principal amount for each year together with accrued interest to the date of redemption, as follow:

| Year | Principal Amount |
|---|---|
| 20 | $,000 |
| 20* | ,000 |

_____
*Final Maturity

(iv) The Series 2013 Bonds maturing on _____, 1, 20__ in the principal amount of $___,000 are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in whole, as otherwise provided in the Indenture, on each _____, 1 in the principal amount for each year together with accrued interest to the date of redemption, as follow:

| Year | Principal Amount |
|---|---|
| 20 | $,000 |
| 20* | ,000 |

_____
*Final Maturity

(v) The Series 2013 Bonds maturing on _____, 1, 20__ in the principal amount of $___,000 are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in whole, as otherwise provided in the Indenture, on each _____, 1 in the principal amount for each year together with accrued interest to the date of redemption, as follow:

| Year | Principal Amount |
|---|---|
| 20 | $,000 |
| 20* | ,000 |

_____
*Final Maturity

The mandatory sinking fund redemption payments set forth above shall be made by lot pro-rata among all outstanding Series 2013 Bonds maturing _____, 1, 20__, _____, 1, 20__, _____, 1, 20__, _____, 1, 20__ and _____, 1, 20__. In addition, the mandatory sinking fund redemption payments set forth above shall be reduced pro rata in accordance with the method described in the preceding sentence if the Series 2013 Bonds maturing on _____, 1, 20__, _____, 1, 20__, _____, 1, 20__, _____, 1, 20__ and _____, 1, 20__ are redeemed in part pursuant to extraordinary mandatory redemption.

The Trustee shall credit against the mandatory sinking fund requirement for Series 2013 Bonds maturing _____, 1, 20__, _____, 1, 20__, _____, 1, 20__, _____, 1, 20__ and _____, 1, 20__, as set forth above, any Series 2013 Bonds 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 Series 2013 Bond of such maturity so delivered or cancelled shall be credited by the Trustee at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory sinking fund redemption date, and any excess of such amount shall be credited to future redemption obligations, and the principal amount of Series 2013 Bonds of such maturity to be redeemed by operation of the mandatory sinking fund requirements shall be accordingly reduced; provided, however, the Trustee shall only credit such Series 2013 Bonds to the extent such are received on or before 45 days preceding the applicable mandatory redemption date as set forth above.

The Bank intends to expend fully and expeditiously all amounts in the Loan Account promptly after the date of delivery of the Series 2013 Bonds for providing funds fro the Loan to the City under the Loan Agreement secured by the Series 2013 Note. However, in the event and to the extent that funds deposited in the Loan Account from proceeds of the Series 2013 Bonds are not used for such Loan, and the Bank determines not to provide funds for the Loan to the City, moneys may be deposited in the Redemption Account, and used for extraordinary mandatory redemption at any time. In the event that less than all of the Series 2013 Bonds are to be redeemed under the provisions for extraordinary mandatory redemption in the Indenture, the principal amount and the maturity of the Series 2013 Bonds to be redeemed will be selected in integral multiples of $5,000 by lot by the Trustee.

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

In the case of any redemption of Series 2013 Bonds, the Bank shall give written notice to the Trustee of its election or direction so to redeem, of the redemption date, of the principal amounts of the Series 2013 Bonds of each maturity to be redeemed (which maturities and principal amounts thereof to be redeemed shall be determined by the Bank in its sole discretion, subject to any limitations with respect thereto contained in the Act or this Indenture) and of the moneys to be applied to the payment of the Redemption Price. Such notice shall be given at least thirty (30) but no more than forty-five (45) days prior to the redemption date, or such shorter period as shall be acceptable to the Trustee. The Bank shall pay to the Trustee, or cause to be paid, an amount which, in addition to other moneys, if any, available therefor held by such Trustee, will be sufficient to redeem, on the redemption date at the Redemption Price thereof, together with interest accrued to the redemption date, all of the Series 2013 Bonds to be redeemed. The Trustee shall give the notice of redemption provided for in Section 4.05 hereof.

**SECTION 4.03 Selection of Series 2013 Bonds to be Redeemed.**

If less than all of the Series 2013 Bonds are to be redeemed, the Series 2013 Bonds shall be redeemed only in whole multiples of $5,000. For purposes of redemption, each $5,000 of principal shall be considered as a Bond. If less than all of the Series 2013 Bonds shall be called for redemption, the principal amount and maturity of the particular Series 2013 Bonds to be redeemed shall be selected by the Bank and the Trustee shall select the particular Series 2013 Bonds to be redeemed by lot within a maturity in such manner as the Trustee may determine. If redemption at a Redemption Price exceeding 100% of the principal amount redeemed is to take place as of mandatory sinking fund redemption date, the Series 2013 Bonds to be so redeemed by any such mandatory sinking fund redemption shall be selected by lot prior to the selection of the Series 2013 Bonds to be redeemed on the same date by operation of the optional redemption provisions set forth herein.

**SECTION 4.04 Redemption Payments.**

Prior to or on the date fixed for redemption of funds, funds shall be deposited with the Trustee in an amount sufficient to pay the Redemption Price of the Series 2013 Bonds or portions thereof called, together with accrued interest thereon to the redemption date. The Trustee is hereby authorized and directed to apply such funds to the payment of such Series 2013 Bonds. If proper notice of redemption by mailing has been given as provided in Section 4.05

and sufficient funds for redemption shall be on deposit with the Trustee as aforesaid, interest on the Series 2013 Bonds or portions thereof thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Trustee upon any Bond or portion thereof called for redemption until such Bond or portion thereof shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 3.05 hereof with respect to any mutilated, lost, stolen or destroyed Bond.

**SECTION 4.05 Notice of Redemption.**

Notice of the call for any redemption, identifying the Series 2013 Bonds to be redeemed, shall be given by the Trustee by mailing a copy of the redemption notice by registered or certified mail at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for redemption to the Original Purchaser and to the registered owner of each Bond to be redeemed at the address shown on the registration records. Failure to give such notice by mailing to any Bondholder or any defect in such notice, shall not affect the validity of any proceeding for the redemption of any other Series 2013 Bonds. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Trustee sufficient moneys to redeem all of the Series 2013 Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Trustee not later than on the redemption date and shall be of no effect unless such moneys are deposited.

**SECTION 4.06 Cancellation.**

All Series 2013 Bonds which have been redeemed shall not be reissued but shall be canceled and destroyed by the Trustee in accordance with Section 3.07 hereof.

## ARTICLE V

## GENERAL COVENANTS

**SECTION 5.01 Payment of Principal and Interest.**

The Bank covenants and agrees that it will promptly pay the principal of and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Series 2013 Bonds according to the true intent and meaning thereof, provided that the principal and interest are payable by the Bank solely from Revenues and any other funds or assets of the Bank hereinafter pledged to the Trustee as security by the Bank to the extent of that pledge.

**SECTION 5.02 Performance of Covenants by the Bank.**

The Bank covenants and agrees that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto. The Bank covenants and agrees that it is duly authorized under the constitution and laws of the State, including particularly the Act, to issue the Series 2013 Bonds authorized hereby and to execute this Indenture and to pledge the Revenues and all other property hereby pledged in the manner and to the extent herein set forth; that all action on its part for the issuance of the Series

2013 Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Series 2013 Bonds in the hands of the owners thereof are and will be valid and enforceable limited obligations of the Bank according to the terms thereof and hereof.

**SECTION 5.03 Instruments of Further Assurance.**

The Bank covenants and agrees that the Trustee may defend its rights to the payment of the Revenues for the benefit of the owners of the Series 2013 Bonds against the claims and demands of all persons whomsoever. The Bank covenants and agrees that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, pledging, assigning and confirming unto the Trustee all and singular the rights assigned hereby and the amounts and other property pledged hereby to the payment of the principal of and interest on the Series 2013 Bonds.

**SECTION 5.04 Covenants Concerning Program.**

(1) In order to provide for the payment of the principal, premium, if any, and interest on the Series 2013 Bonds and Program Expenses, the Bank shall from time to time, with all practical dispatch and in a sound and economical manner consistent in all respects with the Act, the provisions of this Indenture and sound banking practices and principles, to the extent necessary to provide for the payment of the Series 2013 Bonds (a) do all such acts and things as shall be necessary to receive and collect Revenues (including enforcement of the prompt collection of all arrears on the Series 2013 Note), and (b) diligently enforce, and take all steps, actions and proceedings reasonably necessary in the judgment of the Bank to protect its rights with respect to or to maintain any insurance on the Series 2013 Note and the Loan Agreement and to enforce all terms, covenants and conditions of the Series 2013 Note and Loan Agreement including the collection, custody and prompt application of all payments and deposits required by the terms of the Series 2013 Note and the Loan Agreement for the purposes for which they were made.

(2) Whenever necessary in order to provide for the payment of debt service on the Series 2013 Bonds, the Bank shall commence appropriate remedies with respect to the Series 2013 Note and Loan Agreement which are in default.

**SECTION 5.05 Possession and Inspection of Series 2013 Note and Loan Agreement.**

The Trustee covenants and agrees to retain or cause its agent to retain possession of the Series 2013 Note and the Loan Agreement and a copy of the transcript or documents related thereto and release them only in accordance with the provisions of this Indenture. The Bank and the Trustee covenant and agree that all records and documents in their possession relating to the Series 2013 Note and the Loan Agreement shall at all times be open to inspection by such accountants or other agencies or persons as the Bank or the Trustee may from time to time designate.

**SECTION 5.06 Accounts and Reports.**

The Bank covenants and agrees to keep proper records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Program, the Series 2013 Note and the Funds and Accounts established by this Indenture. Such records, and all other records and papers of the Bank, and such Funds and Accounts shall at all reasonable times be subject to the inspection of the Trustee and the owners of an aggregate of not less than five percent (5%) in principal amount of the Series 2013 Bonds then Outstanding or their representatives duly authorized in writing.

The Trustee covenants and agrees to provide to the Bank, if requested by the Bank, prior to the last day of September, 2012 and the end of each six-month period thereafter, commencing with the period ending April 30, 2012, a statement of the amount on deposit in each Fund and Account as of the first day of that month and of the total deposits to and withdrawals from each Fund and Account during the preceding six-month or applicable period.

The reports, statements and other documents (other than Bondholder lists) required to be furnished to or by the Trustee pursuant to any provision of this Indenture shall be provided to the owners of an aggregate of not less than five percent (5%) in principal amount of the Series 2013 Bonds then Outstanding who file or have filed a written request therefor with the Trustee with any such costs of such documents to be paid by the Bondholder.

**SECTION 5.07 Bank Covenants with Respect to the Series 2013 Note and Loan Agreement.**

(1) The Bank covenants and agrees that it will not permit or agree to any material change in the Series 2013 Note or the Loan Agreement unless the Bank supplies the Trustee with a Positive Cash Flow Certificate which gives effect to such action.

(2) The Bank covenants and agrees that it will enforce or authorize the enforcement of all remedies available to owners or holders of the Series 2013 Note and the Loan Agreement, unless the Bank provides the Trustee with a Positive Cash Flow Certificate which gives effect to the Bank's failure to enforce or to authorize the enforcement of such remedies; provided, however, that decisions as to the enforcement of remedies shall be within the sole discretion of the Trustee, except with respect to the rights of the Bond Insurer as set forth in Article XIV.

(3) The Bank covenants and agrees that it will not sell or dispose of the Series 2013 Note unless the Bank provides to the Trustee a Positive Cash Flow Certificate which gives effect to such action.

**SECTION 5.08 Monitoring Investments.**

The Bank covenants and agrees to regularly review the investments held by the Trustee in the Funds and Accounts for the purpose of assuring that the Revenues derived from such investments are sufficient to provide, with other anticipated Revenues, the debt service on Outstanding Series 2013 Bonds.

**SECTION 5.09 Positive Cash Flow Certificates.**

(1) At any time that the provisions of this Indenture shall require that a Positive Cash Flow Certificate be prepared concerning anticipated Revenues and payments on the Series 2013 Bonds, such certificate shall be prepared by a nationally recognized firm of independent accountants acceptable to the Trustee in accordance with this Section 5.09. Such certificate shall set forth:

(a) the Revenues expected to be received on the Series 2013 Note financed or expected to be financed with proceeds of Outstanding Series 2013 Bonds;

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

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

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

(e) the principal and interest due on all Series 2013 Bonds expected to be Outstanding during such Fiscal Year; and

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

(2) In making any Positive Cash Flow Certificate, the accountant or firm of accountants may contemplate the payment or redemption of Series 2013 Bonds for the payment or redemption of which amounts have been set aside in the Redemption Account. The issuance of the Series 2013 Bonds, the making of transfers from one Fund to another and the deposit of amounts in any Fund from any other source may only be contemplated in a Positive Cash Flow Certificate to the extent that such issuance, deposit or transfer has occurred prior to or will occur substantially simultaneously with the delivery of such Positive Cash Flow Certificate. The accountant or firm of accountants shall also supply supporting schedules appropriate to show the sources and applications of funds used, identifying particular amounts to be transferred between Funds, amounts to be applied to the redemption or payment of Series 2013 Bonds and amounts to be used to provide for Costs of Issuance for the Series 2013 Bonds and capitalized interest. The amount of the existing Series 2013 Note, existing Investment Securities and existing cash shall be the amounts as of the last day of the month preceding the month in which the Positive Cash Flow Certificate is delivered but shall be adjusted to give effect to scheduled payments of principal and interest on the Series 2013 Note, actual payments or proceeds with respect to Investment Securities and actual expenditures of cash expected by the Bank through the end of the then current month.

**SECTION 5.10 [RESERVED].**

**SECTION 5.11 [RESERVED].**

**SECTION 5.12 Covenants Concerning Preservation of Tax Exemption.**

The Bank hereby covenants and agrees to take all qualifying actions and to not fail to take any qualifying actions which are necessary in order to protect and preserve the exclusion from gross income for federal income tax purposes of the interest on the Series 2013 Bonds. For this purpose, the Bank shall approve and deliver to the Trustee a memorandum of compliance concerning the provisions of the Code necessary to protect and preserve such exclusion. Such memorandum of compliance may only be amended from time to time upon the receipt by the Trustee of an opinion of Bond Counsel to the effect that the amendment of the memorandum of compliance by the Bank will not adversely affect the exclusion of interest on the Series 2013 Bonds from gross income of the holders thereof for federal income tax purposes.

## ARTICLE VI

## REVENUES AND FUNDS

**SECTION 6.01 Source of Payment of Series 2013 Bonds.**

The Series 2013 Bonds and all payments by the Bank hereunder are limited obligations of the Bank payable solely out of the Trust Estate as authorized by the constitution and statutes of the State, including particularly the Act and this Indenture, as provided herein.

**SECTION 6.02 Creation of Funds.**

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

**SECTION 6.03 Deposit of Net Proceeds of Series 2013 Bonds.**

(1) The Trustee shall deposit the proceeds (net of any Original Purchaser's discount and original issue discount, if any) from the sale of the Series 2013 Bonds in the manner provided in Section 2.02 hereof.

(2) The Trustee shall deposit the proceeds of any Refunding Series 2013 Bonds in the manner provided in the Supplemental Indenture authorizing the issuance thereof.

**SECTION 6.04 Deposit of Revenues and Other Receipts.**

Upon receipt of any Revenues or other receipts (except the proceeds of the Series 2013 Bonds and moneys received upon sale or prepayment prior to maturity of the Series 2013 Note), the Trustee shall deposit such amounts into the General Account.

**SECTION 6.05 Operation of General Account in the General Fund.**

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

(a) On or before thirty (30) days after each anniversary of the issuance of the Series 2013 Bonds, the amounts to be transferred to the Rebate Fund;

(b) On or before three (3) Business Days next preceding each Interest Payment Date, to the Trustee such amount as shall be necessary to pay the principal and interest coming due on the Series 2013 Bonds on such Interest Payment Date;

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

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

(e) After making such deposits in subsections (a) through (d) above, the Trustee shall make a determination of the amounts reasonably expected to be received in the form of Series 2013 Note Payments in the succeeding twelve (12) months and shall transfer to the Special Reserve Fund all monies in the General Account, which, together with such expected receipts for the succeeding twelve (12) months, are in excess of the amounts needed to pay principal and interest on the Series 2013 Bonds within the immediately succeeding twelve (12) month period; provided, however, any excess under this Subsection (e) shall be transferred to the City at the request of the City with the prior written consent of the Bank.

**SECTION 6.06 Operation of the Capitalized Interest Account of the General Fund.**

On or before three (3) business days next preceding each Interest Payment Date for the period from the closing date through _____, 1, 2013, the Trustee shall transfer from the Capitalized Interest Account for deposit in the General Account such amount, less any other amount on deposit in the General Account for the payment of interest, as shall be necessary to pay the interest coming due on the Series 2013 Bonds on such Interest Payment Date.

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

The Trustee shall deposit in the Redemption Account of the General Fund all moneys received upon the sale or prepayment prior to maturity of the Series 2013 Note and all other moneys required to be deposited therein pursuant to the provisions of Article VI hereof, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Redemption Account to redeem Series 2013 Bonds. Such redemption shall be made pursuant to a redemption under the provisions of Article IV hereof. The Trustee shall pay the interest accrued on the Series 2013 Bonds so redeemed to the date of redemption from the General Account and the Redemption Price from the Redemption Account.

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

The Trustee shall deposit in the Loan Account of the General Fund all moneys required to be deposited therein pursuant to the provisions of Section 2.02 and Article VI hereof, shall invest such funds pursuant to Article VIII hereof, and shall disburse the funds held in the Loan Account to provide a loan to the City under the terms and provisions of the Loan Agreement said loan being secured by the Series 2013 Note all in accordance with the procedures established by the Bank as set forth in Article VII hereof upon the submission of requisitions of the Bank signed by an Authorized Officer stating that all requirements with respect to such loan set forth in the Indenture have been or will be complied with. Any amounts remaining in the Loan Account three (3) years after the date of delivery of the Series 2013 Bonds shall be transferred to the Redemption Account.

**SECTION 6.09 Operation of Debt Service Reserve Fund.**

The Trustee shall deposit in the Debt Service Reserve Fund all moneys required to be deposited therein pursuant to Section 2.02 and Article VI hereof, shall invest such funds pursuant to Article VIII hereof, and, except as provided in this Section 6.08, shall disburse the funds held in the Debt Service Reserve Fund solely to the General Account for the payment of interest on and principal of the Series 2013 Bonds, and only in the event that moneys in the General Account are insufficient to pay principal of and interest on the Series 2013 Bonds after making all the transfers thereto required to be made under Section 6.06 (from the Redemption Account of the General Fund) and Section 6.09 (from the Special Reserve Fund) have been made. As of any Interest Payment Date, the Trustee shall value the investments in the Debt Service Reserve Fund at fair market value. If there is any deficiency in the Debt Service Reserve Fund as of any Interest Payment Date (after taking into account any debt service payment made on such Interest Payment Date), the Trustee shall provide written notice within five (5) Business Days to the City and City shall replenish the Debt Service Reserve Fund within sixty (60) days after the applicable Interest Payment Date as provided in the Loan Agreement. Pursuant to Section 10.01(j) hereof, failure to restore any deficiency in the Debt Service Reserve Fund to the Debt Service Reserve Requirement within 360 days after the end of the Fiscal Year during which a deficiency occurs is an Event of Default. Following each Interest Payment Date, the Trustee shall determine if any amounts in the Debt Service Reserve Fund are in excess of the Debt Service Reserve Requirement and shall transfer said excess amount to the General Account of the General Fund; provided, however, such amounts in excess of the Debt Service Reserve

Requirement shall be paid to the City at the request of the City with the prior written approval of the Bank.

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

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

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

(c) The Trustee, the Bank and the City shall receive an opinion of nationally recognized counsel, in form and substance satisfactory to each of them, to the effect that substitution of such Reserve Fund Credit Facility and the proposed application to the amounts in the Debt Service Reserve Fund will not cause the interest on the Series 2013 Bonds to become includable in gross income for federal income taxation purposes; and

(d) The obligation of the Bank to reimburse the issuer of the Reserve Fund Credit Facility for any fees or expenses or claims or drawings under such Reserve Fund Credit Facility shall be subordinate to the payment of debt service on the Series 2013 Bonds under this Indenture; and

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

(f) The value of the assets (including the amount available for drawing under the Reserve Fund Credit Facility) held in the Debt Service Reserve Fund must equal the Debt Service Reserve Requirement for the Series 2013 Bonds immediately upon such substitution;

(g) The approval of Moody's.

If there shall be an insufficiency of funds in the General Account of the General Fund to make any required payment of principal of or interest on the Series 2013 Bonds and the Trustee is holding a Reserve Fund Credit Facility in lieu of funds in the Debt Service Reserve Fund, the Trustee shall make a drawing under the Reserve Fund Credit Facility in an amount equal to the lesser of (i) the amount then available for drawing under the Reserve Fund Credit Facility, or (ii)

the amount necessary to make up the insufficiency described above, which drawing shall be made in time to prevent the occurrence of an Event of Default under this Indenture; and the proceeds of such drawing shall be deposited into the Debt Service Reserve Fund for application as provided in this Indenture; provided, however, if the Debt Service Reserve Fund contains both a Reserve Fund Credit Facility and cash, the cash shall be drawn down completely before any demand is made on the Reserve Fund Credit Facility.

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

If the Trustee receives notice that (1) the revolving reinstatement feature described above has been suspended or terminated, (2) the rating of the issuer of the Reserve Fund Credit Facility has fallen below "A" by Moody's, (3) the issuer of the Reserve Fund Credit Facility has defaulted in its payment obligations thereunder, or (4) the Reserve Fund Credit Facility will not be extended or renewed, the Trustee shall immediately notify the City in writing, of the occurrence of such event and shall request that the City make or cause to be made the payments required to replenish the Debt Service Reserve Fund pursuant to this Indenture and the Loan Agreement, which payments may be made from the proceeds of a drawing under the Reserve Fund Credit Facility.

**SECTION 6.10 Operation of Special Reserve Fund.**

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

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

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

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

The Trustee shall deposit in the Bond Issuance Expense Account of the General Fund the moneys required to be deposited therein pursuant to Section 2.02 of this Indenture, shall invest

such funds pursuant to Article VIII hereof and shall disburse the funds held in the Bond Issuance Expense Account as follows:

(a) Upon receipt of acceptable invoices, to pay the Costs of Issuance of the Series 2013 Bonds or to reimburse the Bank for amounts previously advanced for such costs; and

(b) On the date which is sixty (60) days after the date of issuance of the Series 2013 Bonds, any funds remaining in the Bond Issuance Expense Account shall be transferred to the General Account of the General Fund.

**SECTION 6.12 Operation of the Rebate Fund.**

The Trustee is authorized to establish and maintain, so long as any Series 2013 Bonds are Outstanding and are subject to a requirement that arbitrage profits be rebated to the United States of America, a separate fund to be known as the "Rebate Fund." The Trustee shall make information regarding the Series 2013 Bonds and investments hereunder available to the Bank, and shall make deposits and disbursements from the Rebate Fund in accordance with the memorandum of compliance received from the Bank pursuant to Sections 5.12 and 8.02 hereof, shall invest the funds in the Rebate Fund as directed by the Bank pursuant to said memorandum of compliance and shall deposit income from such investments immediately upon receipt thereof in the Rebate Fund. Anything in this Indenture to the contrary notwithstanding, the provision of this Section may be superseded or amended by a new memorandum of compliance delivered by the Bank and accompanied by an opinion of Bond Counsel addressed to the Trustee to the effect that the use of the new memorandum of compliance will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2013 Bonds.

If a deposit to the Rebate Fund is required as a result of the computations made by the Bank pursuant to such memorandum of compliance, the Trustee shall upon receipt of direction from the Bank accept such payment for the benefit of the Bank and make transfers of moneys from the General Account to the Rebate Fund to comply with such direction. If amounts in excess of that required to be rebated to the United States of America accumulate in the Rebate Fund, the Trustee shall upon direction from the Bank transfer such amount to the General Account. Records of the determinations required by this Section and the investment instructions must be retained by the Trustee until six (6) years after the Series 2013 Bonds are no longer Outstanding.

Not later than sixty (60) days after _____, 1, 20__ and every five (5) years thereafter, the Trustee shall, upon written request of the Bank, pay to the United States of America ninety percent (90%) of the amount required to be on deposit in the Rebate Fund as of such payment date provided that direction from the Bank for transfer of such amount has been previously received by the Trustee pursuant to the provisions of this Section 6.11, and further provided that funds were available in the General Account to make such transfers as directed and one hundred percent (100%) of the amount on deposit in the Rebate Fund as of such payment date. Not later than sixty (60) days after the final retirement of the Series 2013 Bonds, the Trustee shall, upon written request of the Bank pay to the United States of America one hundred percent (100%) of the balance remaining in the Rebate Fund. Each payment required to be paid to the United States

of America pursuant to this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201. Each payment shall be accompanied by a copy of the Form 8038-G originally filed with respect to the Series 2013 Bonds, if any, and a statement of the Bank summarizing the determination of the amount to be paid to the United States of America.

**SECTION 6.13 Moneys to be Held in Trust.**

All moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account established under any provision of this Indenture shall be held by the Trustee in trust and applied in accordance with the provisions of this Indenture, except for moneys held pursuant to the Rebate Fund and any Accounts created thereunder and except for moneys deposited with or paid to the Trustee for the redemption of Series 2013 Bonds, notice of the redemption of which has been duly given, and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the security interest created hereby and shall not be subject to any lien or attachment by any creditor of the Bank.

**SECTION 6.14 Amounts Remaining in Funds or Accounts.**

Any amounts remaining in any Fund or Account of the Series 2013 Bonds after full payment of the Series 2013 Bonds and the fees, charges (including any required rebate to the United States of America) and expenses of the Trustee (and all other amounts due and owing hereunder) shall be distributed to the City, except as provided in Section 3.08 hereof.

**SECTION 6.15 Certain Verifications.**

The Bank and/or the Trustee from time to time may cause a firm of independent certified public accountants of national standing or other nationally recognized experts to supply the Bank and the Trustee with such information as the Bank or the Trustee may request in order to determine in a manner reasonably satisfactory to the Bank and the Trustee all matters relating to (a) the sufficiency of projected cash flow receipts and disbursements with respect to the Funds and Accounts to pay the principal of and interest on the Series 2013 Bonds and Program Expenses; (b) the actuarial yields on the Outstanding Series 2013 Bonds as the same may relate to any data or conclusions necessary to verify that the Series 2013 Bonds are not arbitrage Series 2013 Bonds within the meaning of Section 148 of the Code; (c) the yields on any obligations acquired and held by the Bank and/or the Trustee; and (d) the rebate calculation required by Section 6.11 hereof. The Bank and/or the Trustee from time to time may also obtain an Opinion of Bond Counsel concerning post-issuance compliance with any federal legislation applicable to the Series 2013 Bonds. The fees of such independent certified public accountants and Bond Counsel shall constitute reimbursable Program Expenses.

## ARTICLE VII

## LOAN SECURED BY SERIES 2013 NOTE

**SECTION 7.01 Terms and Conditions of Loan.**

The loan of funds to the City under the terms and provisions of the Loan Agreement secured by the Series 2013 Note shall be according to the terms and conditions of, and upon submission of the documents required by, this Article VII.

**SECTION 7.02 Loan.**

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

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

(b) a certificate signed by an officer of the Bank, certifying that the City, pursuant to the Loan Agreement, has executed and delivered the Series 2013 Note to the Bank and is obligated to make the Series 2013 Note Payments and to pay all fees and charges required to be paid to the Bank under the Loan Agreement, and that to the knowledge of such officer, such City is not in default under the payment terms or other material terms or provisions of any other obligations of that City;

(c) a certified transcript of proceedings authorizing the issuance, execution and delivery of the Series 2013 Note, which transcript shall contain the certifications required by the Act and such other certifications and representations which are reasonable and appropriate as determined by the Bank or Trustee;

(d) an Opinion of Bond Counsel in form satisfactory to the Bank stating that the Series 2013 Note and Loan Agreement constitute valid and binding obligations enforceable in accordance with their terms, subject to such enforcement limitations customarily contained in such opinions;

(e) executed Series 2013 Note, registered as to both principal and interest to the Bank and delivered in accordance with the Act;

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

(g) an executed Loan Agreement from the City;

(h) [RESERVED];

(i) a certificate from the City stating that either (i) the City is exempt from the rebate requirements of Section 148 of the Code, or (ii) the City is subject to the rebate requirement of Section 148 of the Code and will comply with such provisions, or (iii) if

the City intends to meet an exception from rebate contained in Section 148(f)(4)(C) of the Code, it elects on or before the closing date to pay a penalty in lieu of rebate if such provisions are not met; and

(j) an amortization schedule for debt service on the Series 2013 Bonds.

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

**SECTION 7.03 Retention and Inspection of Documents.**

All requisitions, certificates, transcripts, Opinions of Bond Counsel, Loan Agreement and the Series 2013 Note received by the Trustee, as required in this Article as conditions of payment may be relied upon by and shall be retained in the possession of the Trustee, subject at all times during normal business hours to the inspection of the Bank and, after written request received by the Trustee at least five (5) Business Days prior to the date of inspection, by any owner of at least five percent (5%) in principal amount of Outstanding Series 2013 Bonds. Any costs and expenses associated with such request shall be paid by the requesting Bondholder.

**SECTION 7.04 Report.**

The Bank may require a report to be made by an officer or employee of the Trustee on behalf of the Trustee within sixty (60) days after the delivery of the Series 2013 Bonds covering all receipts and all disbursements made pursuant to the provisions of this Article VII in respect of the proceeds of the Series 2013 Bonds deposited in the Loan Account. If requested, said report shall be supplemented at least once every sixty (60) days by the Trustee until all of the net proceeds of the Series 2013 Bonds deposited in the Loan Account shall have been expended. Each such report shall be mailed by the Trustee to the Bank.

## ARTICLE VIII

## INVESTMENT OF MONEYS

**SECTION 8.01 General Provisions.**

(1) Any moneys held as part of any Fund or Account created under or pursuant to Article VI hereof and the Rebate Fund shall be invested or reinvested by the Trustee as continuously as reasonably possible in such Investment Securities, as may be directed by the Bank (such direction to be confirmed in writing). All such investments shall at all times be a part of the Fund or Account in which the moneys used to acquire such investments had been deposited and, except as provided in Article VI, all income and profits on such investments, other than from moneys on deposit in the Rebate Fund or any Account created thereunder, shall be deposited as received in the General Account of the General Fund. The Trustee may make any and all such investments through its investment department or through the investment department of any financial institution which is an affiliate of the Trustee and may trade with itself or any of its affiliates in doing so. Moneys in separate Funds and Accounts for the Series 2013 Bonds may be commingled for the purpose of investment or deposit. The Trustee and the

Bank agree that all investments under the Indenture, and all instructions of the Bank to the Trustee with respect thereto shall be made in accordance with prudent investment standards reasonably expected to produce the greatest investment yields while seeking to preserve principal without causing any of the Series 2013 Bonds to be arbitrage Series 2013 Bonds as defined in Section 148 of the Code. Any investment losses shall be charged to the Fund or Account in which moneys used to purchase such investment had been deposited. For so long as the Trustee is in compliance with the provisions of this Section 8.01, the Trustee shall not be liable for any investment losses. Moneys in any Fund or Account shall be invested in Investment Securities with a maturity date, or a redemption date determined by the owner of the Investment Securities at said owner's option, which shall coincide as nearly as practicable with times at which moneys in such Funds or Accounts will be required for the purposes thereof, except that the moneys, if any, on deposit in the Debt Service Reserve Fund shall be invested in Investment Securities having an average aggregate weighted term to maturity not greater than five (5) years. The Trustee shall sell and reduce to cash a sufficient amount of such investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amounts contemplated to be paid therefrom at the time those amounts are to be paid. All investment income from the assets held in any Fund or Account, except for the Rebate Fund, will be added to the General Account of the General Fund; provided, however, that the investment income, if any, from assets held under the Debt Service Reserve Fund shall be retained in such Debt Service Reserve Fund to the extent of any deficiency in the Debt Service Reserve Requirement.

(2) The Bank (a) certifies to the owners of the Series 2013 Bonds from time to time Outstanding that moneys on deposit in any Fund or Account in connection with the Series 2013 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2013 Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Series 2013 Bonds to lose the exclusion from gross income for federal income tax purposes, and (b) covenants with the owners of the Series 2013 Bonds from time to time Outstanding that, so long as any of the Series 2013 Bonds remain Outstanding, moneys on deposit in any Fund or Account established in connection with the Series 2013 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2013 Bonds or from any other source, will not be used in any manner which will cause the interest on the Series 2013 Bonds to become subject to federal income taxation.

**SECTION 8.02 Arbitrage Restrictions; Series 2013 Bonds to Remain Tax Exempt.**

(1) The Bank shall provide the Trustee with a memorandum of compliance for the investments on the Funds and Accounts which shall govern the investment of the Funds and Accounts and the application of Section 6.11 hereof.

(2) Without limiting subsection (2) of Section 8.01 hereof, the Bank further covenants and agrees that it will not take any action or fail to take any action with respect to the investment of the proceeds of any Series 2013 Bonds, or with respect to the investment or application of any payments under the Series 2013 Note or any other agreement or instrument entered into in connection therewith or with the issuance of the Series 2013 Bonds, including but not limited to the obligation, if any, to rebate certain funds to the United States of America, which would result in constituting any Series 2013 Bonds arbitrage Series 2013 Bonds within the

meaning of such term as used in Section 148 of the Code. The Bank further agrees that it will not act in any other manner which would adversely affect the exclusion from gross income tax for federal income tax purposes of the interest on any Series 2013 Bonds.

## ARTICLE IX

## DISCHARGE OF INDENTURE

Except as provided in this Article IX, if payment or provision for payment is made to the Trustee of the principal of and interest due and to become due on the Series 2013 Bonds at the times and in the manner stipulated therein, and there is paid or caused to be paid to the Trustee all sums of money due and to become due according to the provisions hereof, and all other amounts due hereunder have been paid in full, then these presents and the Trust Estate and rights hereby granted shall cease, terminate and be void, whereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Bank such instruments in writing as shall be requisite to cancel and discharge the lien hereof, and release, assign and deliver unto the Bank any and all estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee hereby or otherwise subject to the lien of this Indenture, except moneys or securities held by the Trustee for the payment of the principal of and interest on the Series 2013 Bonds.

Any Bond shall be deemed to be paid within the meaning of this Indenture when (a) payment of the principal of such Bond and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture or otherwise), either (i) shall have been made or caused to have been made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and exclusively for such payment, (A) moneys sufficient to make such payment or (B) Governmental Obligations maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient moneys to make such payment, or (C) a combination of such moneys and Governmental Obligations, and (b) all necessary and proper fees and expenses of the Trustee pertaining to the Series 2013 Bonds, including the amount, if any, required to be rebated to the United States of America, with respect to which such deposit is made, shall have been paid or deposited with the Trustee.

Notwithstanding the foregoing, in the case of Series 2013 Bonds which by their terms may be redeemed prior to their stated maturity, no deposit under the immediately preceding paragraph shall be deemed a payment of such Series 2013 Bonds as aforesaid until the Bank shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

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

(b) to call for redemption pursuant to this Indenture any Series 2013 Bonds to be redeemed prior to maturity pursuant to (a) hereof; and

(c) to mail, as soon as practicable, in the manner prescribed by Article IV hereof, a notice to the owners of such Series 2013 Bonds that the deposit required by (a) of the preceding paragraph has been made with the Trustee and that said Series 2013 Bonds are deemed to have been paid in accordance with this Article and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of or redemption price, if applicable, on said Series 2013 Bonds as specified in subparagraph (a) of this paragraph; provided, however, such notice can be given in advance of such deposit if such funds represent sufficient funds in the form of cash for the payment of principal of, premium, if any, and interest on the Series 2013 Bonds to be paid prior to their due date by reason of maturity or upon redemption within ninety (90) days of the delivery date of the Series 2013 Bonds.

Any moneys so deposited with the Trustee as provided in this Article may at the direction of the Bank also be invested and reinvested in Governmental Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the Trustee pursuant to this Article which is not required for the payment of the Series 2013 Bonds and interest thereon with respect to which such moneys shall have been so deposited, shall be deposited in the General Account, as and when collected for use and application as are other moneys deposited in such Account.

No such deposit under this Article shall be made or accepted hereunder and no use made of any such deposit unless the Trustee shall have received an Opinion of Bond Counsel to the effect that such deposit and use would not cause any of the Series 2013 Bonds to be treated as arbitrage Series 2013 Bonds within the meaning of Section 148 of the Code. Moreover, no such deposit shall be deemed a payment of such Series 2013 Bonds unless the Trustee shall have received a verification from an accountant or firm of accountants appointed by the Bank and acceptable to the Trustee verifying the sufficiency of the deposit to pay the principal of, premium, if any, and interest on the Series 2013 Bonds to the due date, whether such due date be by reason of maturity or upon redemption; provided, however, such verification from an accountant or firm of accountants appointed by the Bank and acceptable to the Trustee, will not be required if the deposit made with the Trustee represents sufficient funds in the form of cash for the payment of principal of, premium, if any, and interest on the Series 2013 Bonds to be paid prior to their due date by reason of maturity or upon redemption within ninety (90) days of the delivery date of the Series 2013 Bonds. If requested by the Trustee, the Bank will provide proof in a form acceptable to the Trustee of the sufficiency of the cash funds deposited as stated in the preceding sentence.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Article, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Series 2013 Bonds (including interest thereon but excluding any amounts set aside for rebate to the United States of America) shall be applied to and used solely for the payment of the particular Series 2013 Bonds (including interest thereon) with respect to which such moneys or obligations have been so set aside in trust.

Upon the deposit with the Trustee, in trust, at or before maturity, of money or Governmental Obligations in the necessary amount to pay or redeem all Outstanding Series 2013

Bonds as aforesaid (whether upon or prior to their stated maturity or the redemption date of such Series 2013 Bonds), provided that if such Series 2013 Bonds are to be redeemed prior to the stated maturity thereof, notice of such redemption shall have been given as hereinabove provided, or provisions satisfactory to the Trustee shall have been made for the giving of such notice, and compliance with the other payment requirements hereof, this Indenture may be discharged in accordance with the provisions hereof but the limited liability of the Bank in respect of such Series 2013 Bonds shall continue provided that the owners thereof shall thereafter be entitled to payment only out of the moneys or Governmental Obligations deposited with the Trustee as aforesaid.

## ARTICLE X

## DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

### SECTION 10.01 Defaults; Events of Default.

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

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

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

(c) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Bank contained in this Indenture or in the Series 2013 Bonds and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or

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

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

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

(g) The Bank is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a

liquidator or trustee of the Bank or any of its property is appointed by court order or takes possession of such property and such order remains in effect or such possession continues for more than sixty (60) days; or

(h) Default in the due and punctual payment of any interest or principal on the Series 2013 Note; or

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

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

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

**SECTION 10.02 Remedies: Rights of Bondholders.**

Upon the occurrence of an Event of Default, the Trustee shall notify the owners of all Series 2013 Bonds then Outstanding of such Event of Default by registered or certified mail, and will have the following rights and remedies:

(a) The Trustee may pursue any available remedy at law or in equity or by statute to enforce the payment of the principal of and interest on the Series 2013 Bonds then Outstanding, including enforcement of any rights of the Bank or the Trustee under the Series 2013 Note or Loan Agreement.

(b) The Trustee may by action or suit in equity require the Bank to account as if it were the trustee of an express trust for the holders of the Series 2013 Bonds and may take such action with respect to the Series 2013 Note and the Loan Agreement as the Trustee deems necessary or appropriate and in the best interest of the Bondholders, subject to the terms of the Series 2013 Note and Loan Agreement.

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

(d) The Trustee may declare the principal of and accrued interest on all Series 2013 Bonds to be due and payable immediately in accordance with this Indenture and the Act, by notice to the Bank and the Attorney General of the State.

Upon the occurrence of an Event of Default, if requested so to do by the holders of twenty-five percent (25%) or more in aggregate principal amount of all Series 2013 Bonds then Outstanding and if indemnified as provided in Section 11.01(k) hereof, the Trustee shall be obligated to exercise such one or more of the rights, remedies and powers conferred by this

Section as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.

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

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

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

**SECTION 10.03 Rights of Bondholders to Direct Proceedings.**

Anything in this Indenture to the contrary notwithstanding, but subject to Section 15.01 hereof, the owners of a majority in aggregate principal amount of Series 2013 Bonds then Outstanding shall have the right, at any time during the continuance of an Event of Default, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

**SECTION 10.04 Appointment of Receivers.**

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

**SECTION 10.05 Application of Moneys.**

All moneys received by the Trustee pursuant to any right or remedy given or action taken under the provisions of this Article (including moneys received by virtue of action taken under provisions of the Series 2013 Note or Loan Agreement) shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by Trustee and any other moneys owed to Trustee hereunder, be deposited in the General Account of the General Fund and all moneys in such Account shall be applied as follows:

(a) Unless the principal of all the Series 2013 Bonds shall have become due and payable, all such moneys shall be applied for each applicable series of Series 2013 Bonds:

FIRST - To the payment to the persons entitled thereto of all installments of interest then due on the Series 2013 Bonds, including interest on any past due principal of any Bond at the rate borne by such Bond, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to such payment ratably, according to the amounts due on such installments, to the persons entitled thereto, without any discrimination or privilege; and

SECOND - To the payment to the persons entitled thereto of the unpaid principal of any of the Series 2013 Bonds which shall have become due either at maturity or pursuant to a call for redemption (other than Series 2013 Bonds called for redemption for the payment of which other moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full the principal of Series 2013 Bonds due on any particular date, together with such interest, then to such payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

THIRD - To be held for the payment to the persons entitled thereto as the same shall become due of the principal of and interest on the Series 2013 Bonds which may then become due either at maturity or upon call for redemption prior to maturity and, if the amount available shall not be sufficient to pay in full the principal of and interest on Series 2013 Bonds due on any particular date, such payment shall be made ratably according to the amount of principal and interest due on such date to the persons entitled thereto without any discrimination or privilege; and

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

(b) If the principal of all the Series 2013 Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Series 2013 Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and

upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment of principal to the owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all principal of and interest on all Series 2013 Bonds have been paid under the provisions of this Section and all expenses and charges of the Trustee have been paid and all other amounts due hereunder and under the Loan Agreement and the Series 2013 Note have been paid in full, any balance remaining in the General Account of the General Fund shall be paid as provided in Article VI hereof.

**SECTION 10.06 Remedies Vested in the Trustee.**

All rights of action (including the right to file proof of claims) under this Indenture or under any of the Series 2013 Bonds may be enforced by the Trustee without the possession of any of the Series 2013 Bonds or the production thereof in any trial or other proceeding related thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Series 2013 Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the owners of all the Outstanding Series 2013 Bonds.

**SECTION 10.07 Rights and Remedies of Bondholders.**

No owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless (a) a Default has occurred, (b) such Default shall have become an Event of Default and the owners of not less than twenty-five percent (25%) in aggregate principal amount of Series 2013 Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the remedies hereinbefore granted or to institute such action, suit or proceeding in its own name, (c) such owners of Series 2013 Bonds have offered to the Trustee indemnity as provided in Section 11.01(k) hereof, and (d) the Trustee has refused, or for sixty (60) days after receipt of such request and offer of indemnification, has failed to exercise the remedies hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such request and offer of indemnity are hereby declared in every case at the option of Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more owners of the Series 2013 Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his, her or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the owners of all Series 2013 Bonds then Outstanding. However, nothing contained in this Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of and interest on any Bond at and after the maturity thereof, or the limited obligation of the Bank to pay the principal of and interest on each of the Series 2013 Bonds issued

hereunder to the respective owners thereof at the time and place, from the source and in the manner expressed in the Series 2013 Bonds.

**SECTION 10.08 Termination of Proceedings.**

In case the Trustee or any owner of any Series 2013 Bonds shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Bank, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and with regard to the property herein subject to this Indenture, and all rights, remedies and powers of the Trustee and the owners of Series 2013 Bonds shall continue as if no such proceedings had been taken.

**SECTION 10.09 Waivers of Events of Default.**

The Trustee may at its discretion (with the prior written consent of the Bond Insurer) waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the owners of (a) more than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of all the Series 2013 Bonds then Outstanding in respect of which an Event of Default in the payment of principal or interest exists, or (b) more than fifty percent (50%) in aggregate principal amount of all Series 2013 Bonds then Outstanding in the case of any other Event of Default; provided, however, that there shall not be waived (x) any Event of Default in the payment of the principal of any Outstanding Bond at the date of maturity specified therein, or (y) any Event of Default in the payment when due of the interest on any Outstanding Bond unless prior to such waiver all of the interest or all of the payments of principal when due, as the case may be, with interest on overdue principal at the rate borne by such Bond, and all expenses of the Trustee in connection with such Event of Default shall have been paid or provided for, or (z) any Event of Default for nonpayment of Program Expenses; and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Bank, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any rights consequent thereon.

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

Anything herein to the contrary notwithstanding, no Default under Section 10.01(d) or (e) hereof shall constitute an Event of Default until actual notice of such Default by registered or certified mail shall be given to the Bank by the Trustee or the owners of not less than twenty-five percent (25%) in aggregate principal amount of all Series 2013 Bonds then Outstanding and the Bank shall have had sixty (60) days after receipt of such notice to correct the Default or cause the Default to be corrected, and shall not have corrected the Default or caused the Default to be corrected within the applicable period; provided, however, if the Default be such that it is correctable but cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Bank within the applicable period and

diligently pursued until the Default is corrected. If a Default is cured under this Section 10.10, then it will not constitute an Event of Default.

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

## ARTICLE XI

## TRUSTEE

### SECTION 11.01 Acceptance of the Trusts.

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

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

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

(c) The Trustee shall not be responsible for any recital herein or in the Series 2013 Bonds, other than the Certificate of Authentication required by Section 3.04 hereof, or for the validity of the execution by the Bank of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Series 2013 Bonds issued hereunder or intended to be secured hereby.

(d) The Trustee shall not be accountable for the use of any Series 2013 Bonds authenticated or delivered hereunder. The Trustee may become the owner of Series 2013

Bonds secured hereby with the same rights which it would have if not the Trustee, and Series 2013 Bonds owned by the Trustee shall be deemed Outstanding unless canceled pursuant to the provisions hereof.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed to be genuine and correct and to have been signed or sent by the proper person or persons. The Trustee shall not withhold unreasonably its consent, approval or action to any reasonable request of the Bank. Any action taken by the Trustee pursuant to this Indenture upon the request of the Bank or consent of any person who at the time of making such request or giving such consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Series 2013 Bonds issued in exchange therefor or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled in good faith to rely upon a certificate signed by an Authorized Officer as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has become aware shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of an Authorized Officer of the Bank under its seal to the effect that a resolution in the form therein set forth has been adopted by the Bank as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and it shall not be answerable for other than its negligence or willful default.

(h) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect any and all of the books, papers and records of the Bank pertaining to the Revenues and receipts pledged to the payment of the Series 2013 Bonds, and to take such memoranda from and in regard thereto as may be desired.

(i) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(j) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Series 2013 Bonds, the withdrawal of any cash, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, deemed desirable by the Trustee for the purpose of establishing the right of the Bank to the authentication of any

Series 2013 Bonds, the withdrawal of any cash or the taking of any other action by the Trustee.

(k) Before taking any action referred to in Section 10.02, 10.03 or 10.07 hereof, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful default, by reason of any action so taken.

(l) All moneys received by the Trustee shall, until used, applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. The Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(m) The Trustee for all purposes of this Indenture shall be deemed to be aware of any Event of Default in the payment of principal of or interest on any of the Series 2013 Bonds.

**SECTION 11.02 Fees, Charges and Expenses of the Trustee.**

The Trustee shall be entitled to prompt payment and reimbursement upon demand for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as paying agent and registrar for the Series 2013 Bonds but only as hereinabove provided. Upon any Event of Default, but only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of principal of or interest on any Bond upon the Trust Estate for the foregoing fees, charges and expenses incurred by it, respectively.

**SECTION 11.03 Intervention by the Trustee.**

In any judicial proceeding to which the Bank is a party and which in the opinion of the Trustee and its Counsel has a substantial bearing on the interests of the owners of the Series 2013 Bonds, the Trustee may intervene on behalf of the Bondholders, and shall do so if requested in writing by the owners of at least twenty-five percent (25%) of the aggregate principal amount of Series 2013 Bonds then Outstanding upon receiving indemnification satisfactory to the Trustee.

**SECTION 11.04 Successor Trustee.**

Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party ("Reorganization"), ipso facto shall be and become successor Trustee hereunder, if legally qualified to serve as such, and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without

the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided that within sixty (60) days of the effective date of such Reorganization, the Bank may object to such corporation or association becoming successor Trustee by filing written notice of such objection with the Trustee and by mailing such notice to each Bondholder whereupon a successor or temporary Trustee shall be appointed in accordance with Section 11.07 hereof.

**SECTION 11.05 Resignation by the Trustee.**

The Trustee and any successor Trustee may at any time resign from the trusts hereby by giving sixty (60) days' written notice by registered or certified mail to the Bank and the owner of each Bond as shown by the list of Bondholders required by this Indenture to be kept at the office of the Trustee, and such resignation shall take effect upon the appointment of a successor Trustee in accordance with Section 11.07 and acceptance of such appointment by the successor Trustee.

**SECTION 11.06 Removal of the Trustee.**

The Trustee may be removed at any time with or without cause by an instrument or concurrent instruments in writing delivered to the Trustee and to the Bank and signed by the owners of a majority in aggregate principal amount of all Series 2013 Bonds then Outstanding or their attorneys-in-fact duly authorized. Notice of the removal of the Trustee shall be given in the same manner as provided in Section 11.05 hereof with respect to the resignation of the Trustee. So long as no Event of Default or an event which, with the passage of time would become an Event of Default, shall have occurred and be continuing, the Trustee may be removed at any time for cause by resolution or other official action taken by the Bank with such action to be filed with the Trustee.

**SECTION 11.07 Appointment of Successor Trustee by the Bondholders; Temporary Trustee.**

In case the Trustee shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of all Series 2013 Bonds then Outstanding by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact duly authorized, a copy of which shall be delivered personally or sent by registered mail to the Bank. Nevertheless, in case of such vacancy the Bank by resolution may appoint a temporary Trustee to fill such vacancy. Within ninety (90) days after such appointment, the Bondholders may appoint a successor Trustee; and any such temporary Trustee so appointed by the Bank shall become the successor Trustee if no appointment is made by the Bondholders within such period, but in the event an appointment is made by the Bondholders, the temporary Trustee shall immediately and without further act be superseded by any Trustee so appointed by such Bondholders. Notice of the appointment of a temporary or successor Trustee shall be given in the same manner as provided by Section 11.05 hereof with respect to the resignation of a Trustee. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing located in or incorporated under the laws of the State duly authorized to exercise trust powers and be subject

to examination by federal or State authority, having a reported capital and surplus of not less than $75,000,000, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

**SECTION 11.08 Concerning Any Successor Trustee.**

Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its or his predecessor and also to the Bank an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of the Bank, after the payment of all fees, charges and expenses which may be due and owing to such predecessor pursuant to the provisions of Section 11.02 hereof, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities, moneys and other property or documents held by it as Trustee hereunder to its or his successor hereunder. Should any instrument in writing from the Bank be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Bank. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed or recorded by the successor Trustee in each recording office where this Indenture shall have been filed or recorded. Notwithstanding any other provision of this Indenture, no removal, resignation or termination of the Trustee (or paying agent, if any) shall take effect until a successor shall be appointed.

**SECTION 11.09 Indemnification.**

The Bank, will, to the fullest extent permitted by law, protect, indemnify and save the Trustee and its respective officers, board members, agents, and employees, harmless from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Trustee), taxes, causes of action, suits, claims, demands and judgments of any nature arising from:

violation of any agreement, provision or condition of this Indenture, the Series 2011 Note, the Series 2013 Bonds or the Loan Agreement except a violation by the Trustee;

any statement or information relating to the expenditure of the proceeds of the Series 2011 Series 2013 Bonds contained in the "Tax Certificate" or similar document furnished by the City to the Bank which, at the time made, is misleading, untrue or incorrect in any material respect; and

any untrue statement or alleged untrue statement of a material fact contained in any offering material relating to the sale or remarketing of the Series 2013 Bonds (as from time to time amended or supplemented) or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or

necessary in order to make the statements therein not misleading, or failure to properly register or otherwise qualify the sale of the Series 2013 Bonds or failure to comply with any licensing or other law or regulation which would affect the manner whereby or to whom the Series 2013 Bonds could be sold.

Promptly after receipt by the Trustee of notice of the commencement of any action with respect to which indemnity may be sought against the Bank under this Section, the Trustee will notify the Bank in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the Bank shall assume the defense of such action (including the employment of Counsel or such other person as the case may be, and the payment of expenses). Insofar as such action shall relate to any alleged liability with respect to which indemnity may be sought against the Bank, the Trustee shall have the right to employ separate Counsel in any such action and to participate in the defense thereof, but the fees and expenses of such Counsel shall not be at the expense of the Bank unless the employment of such Counsel has been specifically authorized by the Bank. The Bank shall not be liable to indemnify any person for any settlement of any such action effected without its consent.

The provisions of this Section 11.09 shall survive the payment and discharge of the Series 2011 Note and the Series 2013 Bonds.

**SECTION 11.10 Successor Trustee as Trustee of Funds, Paying Agent and Registrar.**

In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee of the funds provided hereunder and registrar and paying agent for principal of, premium, if any, and interest on the Series 2013 Bonds, and the successor Trustee shall become such Trustee, registrar and paying agent.

## ARTICLE XII

## SUPPLEMENTAL INDENTURES

**SECTION 12.01 Supplemental Indentures not Requiring Consent of Bondholders.**

The Bank and the Trustee may, without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture;

(b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owners of Outstanding Series 2013 Bonds and does not require unanimous consent of the Bondholders pursuant to Section 12.02 hereof;

(c) To subject to this Indenture additional Revenues, properties or collateral;

(d) To modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Series 2013 Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if they so determine, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;

(e) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee hereunder or the succession of a new registrar and/or paying agent; and

(f) In connection with issuance of Refunding Series 2013 Bonds.

**SECTION 12.02 Supplemental Indentures Requiring Consent of Bondholders.**

Exclusive of Supplemental Indentures provided for by Section 12.01 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than a majority in aggregate principal amount of the Series 2013 Bonds then Outstanding which are affected (exclusive of Series 2013 Bonds held by the Bank), shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Bank and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular manner, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section contained shall permit, or be construed as permitting, without the consent of the owners of all then Outstanding Series 2013 Bonds (a) an extension of the maturity of the principal of or the interest or redemption date on any Bond issued hereunder, or (b) a reduction in the principal amount of any Bond or change in the rate of interest or redemption premium, or (c) a privilege or priority of any Bond or Series 2013 Bonds over any other Bond or Series 2013 Bonds, or (d) a reduction in the aggregate principal amount of the Series 2013 Bonds required for consent to such Supplemental Indenture, or (e) the creation of any lien securing any Series 2013 Bonds other than a lien ratably securing all of the Series 2013 Bonds at any time Outstanding hereunder, or (f) any modification of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee without the written consent of the Trustee.

If at any time the Bank shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes set forth in this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be mailed by registered or certified mail to each owner of a Bond at the address shown on the registration records maintained by the Trustee. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Bondholders. If, within sixty (60) days, or such longer period as shall be prescribed by the Bank,

following the mailing of such notice, the owners of not less than fifty-one percent (51%) in aggregate principal amount of the Series 2013 Bonds Outstanding at the time of the execution of any such Supplemental Indenture (exclusive of Series 2013 Bonds held by the Bank) shall have consented to and approved the execution of such Supplemental Indenture as provided in Section 15.01 hereof, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Bank from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

## ARTICLE XIII

## MUNICIPAL BOND INSURANCE

### SECTION 13.01 Provisions Relating to Bond Insurance Policy.

The provisions of this Section shall govern, notwithstanding anything to the contrary set forth in this Indenture:

(a) The prior written consent of the Bond Insurer shall be a condition precedent to the deposit of any credit instrument provided in lieu of a cash deposit into the Debt Service Reserve Fund. Notwithstanding anything to the contrary set forth in this Indenture, amounts on deposit in the Debt Service Reserve Fund shall be applied solely to the payment of debt service due on the Bonds.

(b) The Bond Insurer shall be deemed to be the sole holder of the Series 2013 Bonds for the purposes of exercising any voting right or privilege or giving any consent or direction or taking any other action that the Holders of the Series 2013 Bonds are entitled to take pursuant to the provisions of this Indenture pertaining to (i) defaults and remedies and (ii) the duties and obligation of the Trustee. Mandamus is available as a remedy under this Indenture.

(c) The Bond Insurer is hereby deemed a third party beneficiary to this Indenture.

(d) Upon the occurrence of an extraordinary optional, special or extraordinary mandatory redemption in part, the selection of the Series 2013 Bonds to be redeemed shall be subject to the approval of the Bond Insurer. The exercise of any provision of this Indenture which permits the purchase of Series 2013 Bonds in lieu of redemption shall require the prior written approval of the Bond Insurer if any Series 2013 Bond so purchased is not cancelled upon purchase.

(e) The maturity of Series 2013 Bonds shall not be accelerated without the consent of the Bond Insurer. In the event the maturity of the Series 2013 Bonds is accelerated, the Bond Insurer may elect, in its sole discretion, to pay accelerated principal and interest accrued, on such principal to the date of acceleration (to the extent unpaid by the Bank) and the Trustee shall be required to accept such amounts. Upon payment of

such accelerated principal and interest accrued to the acceleration date as provided above, the Bond Insurer's obligations under the Bond Insurance Policy with respect to such Series 2013 Bonds shall be fully discharged.

(f) No grace period for a covenant default may exceed 30 days or be extended for more than 60 days, with the prior written consent of the Bond Insurer. No grace period is permitted for payment defaults.

(g) Any amendment, supplement, modification to, or waiver of, this Indenture, the Loan Agreement or any other Bond document, including any underlying security agreement (each a "Related Document"), that requires the consent of Bondholders or adversely affects the rights and interest of the Bond Insurer shall be subject to the prior written consent of the Bond Insurer.

(h) Unless the Bond Insurer otherwise directs, upon the occurrence and continuance of an Event of Default or an event which with notice or lapse of time would constitute an Event of Default, amounts on deposit in the Project Fund under the Loan Agreement shall not be disbursed, but shall instead be applied to the payment of debt service or redemption price of the Series 2013 Bonds.

(i) The rights granted to the Bond Insurer under this Indenture or any other Related Document to request, consent to or direct any action are rights granted to the Bond Insurer in consideration of its issuance of the Bond Insurance Policy. Any exercise by the Bond Insurer of such rights is merely an exercise of the Bonds Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Bondholders and such action does not evidence any position of the Bond Insurer, affirmative or negative, as to whether the consent of the Bondholders or any other person is required in addition to the consent of the Bond Insurer.

(j) Only (i) cash, (ii) non-callable direct obligations of the United States of America ("Treasuries"), (iii) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (iv) subject to the prior written consent of the Bond Insurer, pre-refunded municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively, or (v) subject to the prior written consent of the Bond Insurer, securities eligible for "AAA" defeasance under then existing criteria of S&P or any combination thereof, shall be sued to effect defeasance of the Series 2013 Bonds unless the Bond Insurer otherwise approves.

To accomplish defeasance, the Bank shall cause to be delivered (A) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable to the Bond Insurer ("Accountant") verifying the sufficiency of the escrow established to pay the Series 2013 Bonds in full on the maturity or redemption date ("Verification"), (B) an Escrow Deposit Agreement (which shall be

acceptable in form and substance to the Bond Insurer), (C) an opinion of nationally recognized bond counsel to the effect that the Series 2013 Bonds are no longer "Outstanding" under this Indenture and (D) a certificate of discharge of the Trustee with respect to the Series 2013 Bonds; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the Issuer, Trustee and the Bond Insurer. The Bond Insurer shall be provided with final drafts of the above-referenced documentation not less than five business days prior to the funding of the escrow.

The Series 2013 Bonds shall be deemed "Outstanding" under this Indenture unless and until they are in fact paid and retired or the above criteria are met.

(k) Amounts paid by the Bond Insurer under the Bond Insurance Policy shall not be deemed paid for purposes of this Indenture and the Series 2013 Bonds relating to such payments shall remain Outstanding and continue to be due and owing until paid by the Bank in accordance with this Indenture. This Indenture shall not be discharged unless all amounts due or to become due to the Bond Insurer have been paid in full or duly provided for.

(l) Each of the Bank and Trustee covenant and agree to take such action (including, as applicable, filing of UCC financing statements and continuations thereof) as is necessary from time to time to preserve the priority of the pledge of the Trust Estate under applicable law.

(m) The Bond Insurer shall, to the extent it makes any payment of principal of or interest on the Series 2013 Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Bond Insurance Policy. Each obligation of the Bank to the Bond Insurer under the Related Documents shall survive discharge or termination of such Related Documents.

(n) After payment of reasonable expenses of the Trustee, the application of funds realized upon default shall be applied to the payment of expenses of the Bank or rebate only after the payment of past due and current debt service on the Series 2013 Bonds and amounts required to restore the Debt Service Reserve Fund to the Debt Service Reserve Requirement.

(o) The Bond Insurer shall be entitled to pay principal or interest on the Series 2013 Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Bank (as such terms are defined in the Bond Insurance Policy) and any amounts due on the Series 2013 Bonds as a result of acceleration of the maturity thereof in accordance with this Indenture, whether or not the Bond Insurer has received a Notice of Nonpayment (as such terms are defined in the Bond Insurance Policy) or a claim upon the Bond Insurance Policy.

(p) The Bond Insurer shall be provided with the following information by the Bank or Trustee, as the case may be:

(i) Annual audited financial statements within 150 days after the end of the City's fiscal year (together with a certification of the Bank that it is not

aware of any default or Event of Default under this Indenture), and the City's annual budget within 30 days after the approval thereof together with such other information, data or reports as the Bond Insurer shall reasonably request from time to time;

(ii) Notice of any draw upon the Debt Service Reserve Fund with two Business Days after knowledge thereof other than (A) withdrawals of amounts in excess of the Debt Service Reserve Requirement and (B) withdrawals in connection with a refunding of Series 2013 Bonds;

(iii) Notice of any default know to the Trustee or Bank within five Business Days after knowledge thereof;

(iv) Prior notice of the advance refunding or redemption of any of the Series 2013 Bonds, including the principal amount, maturities and CUSIP numbers thereof;

(v) Notice of the resignation of removal of the Trustee and the appointment of, and acceptance of duties by, any successor thereto;

(vi) Notice of the commencement of any proceeding by or against the Bank or City commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding");

(vii) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Series 2013 Bonds;

(viii) A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to the Related Documents;

(ix) All reports, notices and correspondence to be delivered to the Bondholders under the terms of the Related Documents; and

(x) To the extent that the Bank has entered into a continuing disclosure agreement, covenant or undertaking with respect to the Series 2013 Bonds, all information furnished pursuant to such agreements shall also be provided to the Bond Insurer, simultaneously with the furnishing of such information.

(q) The Bond Insurer shall have the right to receive such additional information as it may reasonably request.

(r) The Bank will permit the Bond Insurer to discuss the respective affairs, finances and accounts of the Bank or any information the Bond Insurer may reasonably request regarding the security for the Series 2013 Bonds with appropriate officers of the Bank and will use commercially reasonable efforts to enable the Bond Insurer to have

access to the facilities, books and records of the Bank on any Business Day upon reasonable prior notice.

(s) The Trustee shall notify the Bond Insurer of any known failure of the City to provide notices, certificates and other information under the transaction documents.

(t) Notwithstanding satisfaction of the other conditions to the issuance of Additional Bonds set forth in this Indenture, no such issuance may occur (i) if an Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) exists unless such default shall be cured upon such issuance and (ii) unless the Debt Service Reserve Fund is fully funded at the Debt Service Reserve Requirement (including the proposed issue) upon the issuance of such Additional Bonds, in either case unless otherwise permitted by the Bond Insurer.

(u) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under this Indenture would adversely affect the security of the Series 2013 Bonds or the rights of the Bondholders, the Trustee and the Bank shall consider the effect of any such amendment, consent, waiver, action or inaction as if there were no Bond Insurance Policy.

(v) No contract shall be entered into or any action taken by which the rights of the Bond Insurer or security for or sources of payment of the Series 2013 Bonds may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Bonds Insurer.

(w) Any interest rate exchange agreement ("Swap Agreement") entered into by the City shall meet the following conditions: (i) the Swap Agreement must be entered into to manage interest costs related to, or a hedge against (A) assets then held, or (B) debt then outstanding, or (C) debt reasonably expected to be issued within the next twelve (12) months, and (ii) the Swap Agreement shall not contain any leverage element or multiplier component greater than 1.0x unless there is a matching hedge arrangement which effectively off-sets the exposure from any such element or component. Unless otherwise consented to in writing by the Bond Insurer, any uninsured net settlement, breakage or other termination amount then in effect shall be subordinate to debt service on the Series 2013 Bonds and on any debt on parity with the Series 2013 Bonds. The City shall not terminate a Swap Agreement unless it demonstrates to the satisfaction of the Bond Insurer prior to the payment of any such termination amount that such payment will not cause the City to be in default under the Related Documents, including but not limited to, any monetary obligations thereunder. All counterparties or guarantors to any Swap Agreement must have a rating of at least "A-" and "A3" by S&P and Moody's , respectively. If the counterparty or guarantor's rating falls below "A-" or "A3" by either S&P or Moody's, respectively, the counterparty or guarantor shall execute a credit support annex to the Swap Agreement, which credit support annex shall be acceptable to the Bond Insurer. If the counterparty or the guarantor's long term unsecured rating falls below "Baa1" or BBB+" by either Moody's of S&P, respectively, a replacement counterparty or guarantor, acceptable to the Bond Insurer, shall be required.

**SECTION 13.02 Claims Upon the Bond Insurance Policy and Payments By and To the Bond Insurer.**

If, on the third Business Day prior to the related scheduled interest payment date or principal payment date ("Payment Date") there is not on deposit with the Trustee, after making all transfers and deposits required under this Indenture, moneys sufficient to pay the principal of and interest on the Series 2013 Bonds due on such Payment Date, the Trustee shall give notice to the Bond Insurer and to its designated agent (if any) (the "Insurer's Fiscal Agent") by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Series 2013 Bonds due on such Payment Date, the Trustee shall make a claim under the Bond Insurance Policy and give notice to the Bond Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Series 2013 Bonds and the amount required to pay principal of the Series 2013 Bonds, confirmed in writing to the Bond Insurer and the Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Bond Insurance Policy.

The Trustee shall designate any portion of payment of principal on Series 2013 Bonds paid by the Bond Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Series 2013 Bonds registered to the then current Bondholder, whether DTC or its nominee or otherwise, and shall issue a replacement Series 2013 Bond to the Bond Insurer, registered in the name of Assured Guaranty Municipal Corp., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement Series 2013 Bond shall have no effect on the amount of principal or interest payable by the Bank on the Series 2013 Bond or the subrogation rights of the Bond Insurer.

The Trustee shall keep a complete and accurate record of all funds deposited by the Bond Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Series 2013 Bond. The Bond Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

Upon payment of a claim under the Bond Insurance Policy, the Trustee shall establish a separate special purpose trust account for the benefit of Bondholders referred to herein as the "Policy Payments Account" and over which the Trustee shall have exclusive control and sole right of withdrawal. The Trustee shall receive any amount paid under the Bond Insurance Policy in trust on behalf of the Bondholders and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to Bondholders in the same manner as principal and interest payments are to be made with respect to the Series 2013 Bonds under the sections hereof regarding payment of Series 2013 Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything herein to the contrary, the Bank agrees to pay to the Bond Insurer (i) a sum equal to the total of

all amounts paid by the Bond Insurer under the Bond Insurance Policy (the "Insurer Advances"); and (ii) interest on such Insurer Advances from the date paid by the Bond Insurer until payment thereof in full, payable to the Bond Insurer at the Late Payment Rate per annum (collectively, the "Insurer Reimbursement Amounts"). "Late Payment Rate" means the lesser of (i) the greater of (a) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (b) the then applicable highest rate of interest on the Series 2013 Bonds and (ii) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The Bank hereby covenants and agrees that the Insurer Reimbursement Amounts are secured by the lien on and pledge of the Trust Estate and payable from such Trust Estate on a parity with debt service due on the Series 2013 Bonds.

Funds held in the Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee. Any funds remaining in the Policy Payments Account following a Series 2013 Bond payment date shall promptly be remitted to the Bond Insurer.

## ARTICLE XIV

## RESERVE POLICY

**SECTION 14.01 Payment Procedures Pursuant to the Reserve Policy and Insurance Agreement.**

(a) The Bank or City shall repay any draws under the Reserve Policy and pay all related reasonable expenses incurred by the Reserve Policy Provider pursuant to the terms of the Insurance Agreement. Interest shall accrue and be payable on such draws and expenses from the date of payment by the Reserve Policy Provider at the Late Payment Rate. "Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Series 2013 Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, Prime Rate shall be the publicly announced prime or base lending rate of such national bank as the Reserve Policy Provider shall specify.

Repayment of draws and payment of expenses and accrued interest thereon at the Late Payment Rate (collectively, "Reserve Policy Costs") shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Reserve Policy Costs related to such draw.

Amounts in respect of Reserve Policy Costs paid to the Reserve Policy Provider shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to the Reserve Policy Provider on account of principal due, the coverage under the Reserve Policy will be increased by a like amount, subject to the terms of the Reserve Policy.

All cash and investments in the Debt Service Reserve Fund shall be transferred to the General Account of the General Fund for payment of debt service on Series 2013 Bonds before any drawing may be made on the Reserve Policy or any other Reserve Fund Credit Facility credited to the Debt Service Reserve Fund in lieu of cash. Payment of any Reserve Policy Costs shall be made prior to replenishment of any such cash amounts. Draws on all Reserve Fund Credit Facilities (including the Reserve Policy) on which there is available coverage shall be made on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Debt Service Reserve Fund. Payment of Reserve Policy Costs and reimbursement of amounts with respect to other Reserve Fund Credit Facilities shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Debt Service Reserve Fund. For the avoidance of doubt, "available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

(b) If the Bank or City shall fail to pay any Reserve Policy Costs in accordance with the requirements of paragraph (a) above, the Reserve Policy Provider shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under this Indenture other than (i) acceleration of the maturity of the Series 2013 Bonds or (ii) remedies which would adversely affect owners of the Series 2013 Bonds.

(c) This Indenture shall not be discharged until all Reserve Policy Costs owing to the Reserve Policy Provider shall have been paid in full. The Bank's obligation to pay such amounts shall expressly survive payment in full of the Series 2013 Bonds.

(d) The Trustee shall ascertain the necessity for a claim upon the Reserve Policy in accordance with the provisions of paragraph (a) above and shall provide notice to the Reserve Policy Provider in accordance with the terms of the Reserve Policy at least five (5) Business Days prior to each date upon which interest or principal is due on the Series 2013 Bonds. Where deposits are required to be made by the Bank or City with the Trustee to the General Account of the General Fund for the Series 2013 Bonds more often than semi-annually, the Trustee shall be instructed to give notice to the Reserve Policy Provider of any failure of the Bank or City to make timely payment in full of such deposits within two (2) Business Days of the date due.

## ARTICLE XV

## MISCELLANEOUS

**SECTION 15.01 Consents, etc., of Bondholders.**

Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number or concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or writing appointing any such agent and of the ownership of Series 2013 Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it or them under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved (i) by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or (ii) by an affidavit of any witness to such execution.

(b) The fact of ownership of Series 2013 Bonds and the amount or amounts, numbers and other identification of Series 2013 Bonds, and the date of holding the same shall be proved by the registration records of the Bank maintained by the Trustee pursuant to Section 3.06 hereof.

**SECTION 15.02 Limitation of Rights.**

With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Series 2013 Bonds is intended or shall be construed to give to any person or company other than the parties hereto and the owners of the Series 2013 Bonds any legal or suitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the owners of the Series 2013 Bonds.

**SECTION 15.03 Severability.**

If any provision of this Indenture shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

**SECTION 15.04 Notices.**

Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the appropriate Notice Address. A duplicate copy of each notice required to be given hereunder by the Trustee or the Bank to the City or the Original Purchaser

shall also be given to the other. The Bank or the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

**SECTION 15.05 Trustee as Paying Agent and Registrar**

The Trustee is hereby designated and agrees to act as paying agent and registrar for and in respect to the Series 2013 Bonds.

**SECTION 15.06 Payments Due on Saturdays, Sundays and Holidays.**

In any case where the date of maturity of interest on or principal of the Series 2013 Bonds or the date fixed for redemption of any Series 2013 Bonds shall be a Saturday, Sunday or a legal holiday in the city of payment or a day on which banking institutions are authorized by law to close, then payment of interest or principal may be made on the next Business Day with the same force and effect as if made on the Interest Payment date, the date of maturity or the date fixed for redemption.

**SECTION 15.07 Counterparts.**

This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 15.08 Receipt of Money or Revenues by Trustee.**

The Trustee is an authorized agent of the Bank for purposes of receiving money and Revenues on behalf of the Bank.

It is not the intent of this Section 15.08, or any other Section of this Indenture, to create a power of attorney relationship between the Bank and the Trustee.

**SECTION 15.09 Applicable Provisions of Law.**

This Indenture shall be governed by and construed in accordance with the laws of the State.

(remainder of page intentionally left blank)

**IN WITNESS WHEREOF**, the Bank has caused this Indenture to be executed on its behalf by its Executive Director and the seal of the Bank to be hereunto affixed and duly attested by its Secretary and the Trustee, to evidence its acceptance of the trusts created hereunder, has caused this Indenture to be executed in its name by its duly authorized officers and its corporate seal to be hereunto affixed and duly attested, all as of the day and year first above written.

**MISSISSIPPI DEVELOPMENT BANK**

**By:**_____
**Executive Director**

**(SEAL)**

**ATTEST:**

_____
**Secretary**

Signature page of Indenture of Trust dated as of _____, 2013, by and between the Mississippi Development Bank and Hancock Bank, Jackson, Mississippi, as Trustee.

**HANCOCK BANK**
**JACKSON, MISSISSIPPI**
**as Trustee**

**By: _____**
**Authorized Signatory**

**(SEAL)**

**ATTEST:**

_____
**Authorized Signatory**

Signature page of Indenture of Trust dated as of _____, 2013, by and between Mississippi Development Bank and Hancock Bank, Jackson, Mississippi, as Trustee.

**STATE OF MISSISSIPPI**

**COUNTY OF HINDS**

Personally appeared before me, the undersigned authority in and for the said County and State, on this ___ day of ____, 2013, within my jurisdiction, the within named William T. Barry and Cindy S. Carter, who acknowledged that they are the Executive Director and Secretary, respectively, of the Mississippi Development Bank, the Bank named in and which executed the foregoing Indenture of Trust, that the seal affixed to said instrument is the seal of the Bank, and that said instrument was signed, sealed, executed and delivered on behalf of said Bank by authority of its Board of Directors.

_____

**NOTARY PUBLIC**

**My Commission Expires:**

_____

**[AFFIX NOTARIAL SEAL]**

**STATE OF MISSISSIPPI**

**COUNTY OF HINDS**

On the ___ day of ___, 20___, before me, a Notary Public in and for said County, personally appeared Susan R. Tsimortos and Brittany L. Skok to me personally known, who, being by me first duly sworn, did say that they are the Senior Vice President and Trust Officer and Trust Officer, respectively, of Hancock Bank, Jackson, Mississippi, a state banking association, and that for and on behalf of said state banking association, and as its act and deed, signed and delivered the foregoing instrument, after having first been authorized by said state banking association so to do, the Trustee named in and which executed the foregoing Indenture, that the seal affixed to said instrument is the seal of the Trustee, and that said instrument was signed, sealed, executed and delivered on behalf of said Trustee by authority of its Board of Directors.

_____

**NOTARY PUBLIC**

**My Commission Expires:**

_____

**[AFFIX NOTARIAL SEAL]**

ButlerSnow 7380918v7

**$28,000,000**
**MISSISSIPPI DEVELOPMENT BANK**
**SPECIAL OBLIGATION BONDS, SERIES 2013**
**(HATTIESBURG, MISSISSIPPI COMBINED**
**WATER AND SEWER SYSTEM REFUNDING AND CONSTRUCTION PROJECT)**

**BOND PURCHASE AGREEMENT**

_____, 2013

Attention: William T. Barry, Executive Director
Mississippi Development Bank
735 Riverside Drive, Suite 300
Jackson, Mississippi 39202

Ladies and Gentlemen:

The undersigned Duncan-Williams, Inc., Memphis, Tennessee (the "Underwriter"), offers to enter into the following agreement with the Mississippi Development Bank (the "Bank") and the City of Hattiesburg, Mississippi (the "City") which, upon your acceptance of this offer as evidenced by your execution hereof, will be in full force and effect in accordance with its terms and binding upon you, the Underwriter and the City.

This offer is made subject to acceptance by you of this agreement on or before 4:00 o'clock P.M., Central Daylight Savings Time on _____, 2013. Unless otherwise provided, the terms used in this Bond Purchase Agreement shall have the meanings set forth in the form of the Indenture of Trust to be dated as of the date of delivery of the Series 2013 Bonds, as hereinafter defined (the "Indenture "), by and between the Bank and Hancock Bank, Jackson, Mississippi (the "Trustee"), as previously approved by the Bank.

1. Upon the terms and conditions and upon the basis of the representations, warranties and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from the Bank for offering to the public, and the Bank hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of the $28,000,000 aggregate principal amount of the Bank's Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) (the "Series 2013 Bonds"), at the purchase price of $_____ (such price representing the principal amount of the Series 2013 Bonds plus $_____ of reoffering premium less $_____ of original issue discount). The Series 2013 Bonds will be limited obligations of the Bank and will be issued under and pursuant to, and are to be secured by, the Indenture. The Series 2013 Bonds shall mature on the date or dates as stated, shall bear interest payable on _____1, 20___, and semiannually thereafter on ____ 1 and ____ 1 in each year, at the rate or rates as stated, shall be redeemable prior to maturity and shall have the other terms and provisions as stated in the Indenture.

2. The Underwriter intends to make an initial bona fide public offering of all of the Series 2013 Bonds at the initial public offering price or prices (or at yield or yields) set forth on

**EXHIBIT I**. After such initial bona fide public offering, the Underwriter reserves the right to change such initial offering price or prices (or yield or yields) without any requirement of prior notice. The foregoing notwithstanding, the Underwriter may offer and sell the Series 2013 Bonds to certain dealers (including dealers depositing the Series 2013 Bonds into investment trusts) at prices lower (or yields higher) than the public offering prices (or yields) set forth in **EXHIBIT I**. In making such initial offering, the Underwriter agrees to comply with all securities laws, rules and regulations applicable to the Underwriter and the Series 2013 Bonds in connection with such initial offering.

3. As soon as practicable after the date hereof, and in any event not later than seven business days from the date hereof, the Bank shall deliver to the Underwriter not to exceed 10 copies of the final Official Statement dated the date hereof (the "Official Statement"), at the cost of the City executed by the Bank (which Official Statement shall be substantially in the form of the Preliminary Official Statement dated _____, 2013 (the "Preliminary Official Statement"), incorporating only such changes as are contained in the draft Official Statement and such other changes from such Preliminary Official Statement as are approved by the Bank, the Underwriter and the City. The Bank and City authorize the use of the Official Statement (or drafts thereof prior to availability of the Official Statement) in connection with the public offering or sale of the Series 2013 Bonds and ratify and approve the prior use of the Preliminary Official Statement. If between the date of this Bond Purchase Agreement and the date which is 90 days after the end of the underwriting period for the Series 2013 Bonds, as defined in paragraph (e)(2) of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 ("Rule 15c2-12"), any event shall occur or be discovered which would cause the Official Statement to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Bank and the City shall notify the Underwriter thereof, and if in the opinion of the Bank and the City or the Underwriter such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Bank and the City, at the sole expense of the City, will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter and will furnish such supplemented or amended Official Statement to the Underwriter in sufficient quantity to enable the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12 and the Rules of the Municipal Securities Rulemaking Board (the "MSRB"); provided, however, that if such event shall occur on or prior to the Closing (as hereinafter defined) and if in the opinion of the Underwriter the occurrence of such event materially and adversely affects the market for the Series 2013 Bonds, the Underwriter in its sole discretion shall have the right to terminate its obligations hereunder by written notice to the Bank and the City (whereupon the Bank and the City shall have no obligation under this paragraph to supplement or amend the Official Statement), and thereafter the Underwriter shall be under no obligation to purchase and pay for the Series 2013 Bonds. The Bank and the City agree that they shall not, prior to the date which is 90 days after the end of the underwriting period, adopt any amendment of or supplement to the Official Statement except as set forth in this paragraph. The Underwriter agrees to notify the Bank and the City of the end of such underwriting period; provided that the failure to give such notice shall not affect the Bank's responsibilities herein.

The City will reimburse the Underwriter against any losses, claims, damages or liabilities, joint or several, to which the Underwriter may become subject insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any

untrue statement or alleged untrue statement of any material fact contained in the Official Statement, or any amendment or supplement thereto, or arise out of or are based upon the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading; and the City will reimburse the Underwriter for any legal or other expenses reasonably incurred by the Underwriter in connection with investigating or defending any such action or claim. The obligations of the City in this paragraph shall be in addition to any other obligations which the City may otherwise have.

The Bank represents that it has, or agrees to: authorize, execute and deliver the Indenture, this Bond Purchase Agreement and the Loan Agreement, to be dated as of the delivery date of the Series 2013 Bonds, between the City and the Bank (the "Loan Agreement"), which is secured by the City's $28,000,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) (the "Series 2013 Note"), and which is to be executed by the City and assigned by the Bank to the Trustee, and the Continuing Disclosure Agreement relating to the Series 2013 Bonds (the "Continuing Disclosure Agreement") prior to the Closing Date with only such changes therein from the forms thereof on the date hereof as are approved by the Underwriter, the Closing in all events to be deemed such approval.

The City has authorized and agrees to execute and deliver the Loan Agreement, the Series 2013 Note, this Bond Purchase Agreement and the Continuing Disclosure Agreement.

4. The Bank hereby represents and warrants to and covenants with the Underwriter that:

(a) The Bank is and will be as of the date of the Closing a public body corporate and politic of the State of Mississippi.

(b) The Bank is and will be as of the date of Closing authorized under the laws of the State of Mississippi, including particularly the Act to: (i) adopt such resolutions as are necessary to approve the issuance of the Series 2013 Bonds; (ii) issue the Series 2013 Bonds for the purposes described in the Official Statement; (iii) lend the proceeds of the Series 2013 Bonds to the City for the purposes set forth in the Official Statement; (iv) enter into, execute and deliver this Bond Purchase Agreement, the Indenture, the Loan Agreement, the Continuing Disclosure Agreement and the Official Statement; and (v) pledge and assign to the Trustee certain of the Bank's rights under the Loan Agreement and the Series 2013 Note, pursuant to the Indenture, as security for the payment of the Series 2013 Bonds.

(c) The Bank has full power and authority to consummate the transactions contemplated to be consummated by it pursuant to this Bond Purchase Agreement, the Series 2013 Bonds, the Indenture, the Loan Agreement and the Official Statement.

(d) The information contained in the sections of the Preliminary Official Statement and the Official Statement captioned "INTRODUCTION" (to the extent applicable to the Bank), "Purpose of the Series 2013 Bonds", "THE MISSISSIPPI DEVELOPMENT BANK", "LITIGATION" (to the extent applicable to the Bank), and "VALIDATION" is, in the case of the Preliminary Official Statement, and, in the case of

the Official Statement will be on the date thereof and as of the date of Closing, true and correct in all material respects; such sections of the Preliminary Official Statement do not contain and such sections of the Official Statement will not, as of the date of delivery of the Official Statement or as of the date of Closing, contain any untrue statement of a material fact; and such sections of the Preliminary Official Statement do not omit and such sections of the Official Statement will not omit as of the date of delivery of the Official Statement or the date of Closing, to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(e) The Bank shall have prior to the Closing duly authorized all necessary action to be taken by it for (i) the issuance and sale of the Series 2013 Bonds upon the terms set forth herein, in the Official Statement and in the Indenture; (ii) the loan of the proceeds thereof to the City and the use of such proceeds as contemplated by the Official Statement; (iii) the execution, delivery and/or receipt of this Bond Purchase Agreement, the Indenture, the Loan Agreement, the Series 2013 Bonds, the Continuing Disclosure Agreement and the Official Statement, the approval and the execution, delivery, receipt and/or approval of any and all such other agreements and documents as may be required to be executed, delivered and received by the Bank in order to carry out, give effect to and consummate the transactions contemplated hereby and by the Official Statement; and (iv) the effectuation and consummation of the transactions contemplated by this Bond Purchase Agreement, the Official Statement, the Indenture and the Loan Agreement.

(f) The Series 2013 Bonds, when issued, delivered and paid for as herein and in the Indenture provided, will have been duly authorized and issued and will constitute valid and binding special limited obligations of the Bank enforceable in accordance with their terms and entitled to the benefits and security of the Indenture (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights from time to time in effect and further subject to the availability of equitable remedies).

(g) No event affecting the Bank has occurred since the date of the Preliminary Official Statement, or is expected by the Bank to occur, which should be described in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which they were made, not misleading.

(h) The resolution of the Bank, authorizing the issuance and sale of the Series 2013 Bonds adopted on _____, 2013 (the "Bank Resolution"), has not been modified, amended or repealed and is in full force and effect on the date hereof.

(i) The Bank will direct the Trustee to apply the proceeds from the sale of the Series 2013 Bonds immediately after the Closing as specified in the Indenture and in any instructions delivered at Closing by an authorized officer of the Bank.

(j) The Bank is in compliance with all material laws and regulations applicable to it and its operations which, if violated by the Bank, could adversely affect

the Bank's ability to take the actions contemplated hereby and by the Official Statement, the Loan Agreement, the Indenture and the Continuing Disclosure Agreement.

(k) The Bank is not, in any way which could adversely affect the Bank's ability to take the actions contemplated hereby and by the Official Statement, the Loan Agreement, the Continuing Disclosure Agreement and the Indenture, in breach of or in default under any existing law, court or administrative regulation, decree, order, agreement, indenture, mortgage, lease, sublease or other instrument to which it is a party or by which it or its property is or may be bound, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default thereunder which could adversely affect the Bank's ability to take the actions contemplated hereby or by the Official Statement, the Loan Agreement or the Indenture.

(l) The execution and delivery by the Bank of this Bond Purchase Agreement, the Official Statement, the Series 2013 Bonds, the Indenture, the Loan Agreement, the Continuing Disclosure Agreement and the other documents contemplated hereby and by the Preliminary Official Statement, the assignment to the Trustee of certain of the Bank's rights under the Loan Agreement and the Series 2013 Note and the compliance by the Bank with the provisions of each of the foregoing documents will not, to any extent or in any way which could adversely affect the Bank's ability to take the actions contemplated hereby and by the Loan Agreement, the Continuing Disclosure Agreement and the Indenture, conflict with or constitute on the part of the Bank a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage or loan agreement by which the Bank or its property is or may be bound.

(m) Other than the anticipated court proceedings to validate the Series 2013 Bonds, no litigation or proceeding to which the Bank is a party is pending or, to the knowledge of the Bank, threatened against or affecting the Bank (i) contesting the due organization or valid existence of the Bank, (ii) to restrain or enjoin the issuance or delivery of the Series 2013 Bonds, the application of the proceeds thereof, the functioning of the Bank or the payment, collection or application of revenues pursuant to the Indenture, the Loan Agreement or the Series 2013 Note, (iii) in any way contesting or affecting any authority for, or the validity or execution of the Series 2013 Bonds, the Indenture, the Loan Agreement or this Bond Purchase Agreement, the application of the proceeds of the Series 2013 Bonds or the payment, collection or application of revenues or the pledge thereof pursuant to the Indenture, Loan Agreement or the Series 2013 Note, or (iv) in any way contesting the right and power of the Bank to take the actions to be taken by the Bank contemplated by such documents. To the knowledge of the Bank, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any Court, public board or body pending or threatened against or affecting the Bank (or any meritorious basis therefor) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Official Statement or the validity of any agreement or instrument to which the Bank is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement.

(n) The Bank covenants that between the date hereof and the Closing it will not take any action or permit any action within its control to be taken which will cause the representations and warranties of the Bank made herein to be untrue as of the Closing.

(o) The Bank agrees to cooperate with the Underwriter in any endeavor to qualify the Series 2013 Bonds for offering and sale under the securities or "blue sky" laws of such jurisdictions of the United States as the Underwriter may request. The Bank consents to the use of drafts of the Preliminary Official Statement and drafts of the Official Statement prior to the availability of the Official Statement by the Underwriter in obtaining such qualification.

(p) The Bank agrees that all representations, warranties and covenants made by it hereunder shall remain in full force and effect despite any investigation by or on behalf of the Underwriter and shall survive any termination of this Bond Purchase Agreement.

5. The City hereby represents and warrants to and covenants with the Underwriter that:

(a) The City is and will be as of the date of the Closing a municipality organized and existing under the laws of the State of Mississippi.

(b) The City is and will be as of the date of Closing authorized under the laws of the State of Mississippi, including particularly the Act to: (i) adopt such resolutions as are necessary to approve the borrowing of the proceeds of the Series 2013 Bonds; (ii) execute and deliver the Series 2013 Note for the purposes described in the Official Statement; (iii) borrow the proceeds of the Series 2013 Bonds from the Bank for the purposes set forth in the Official Statement; (iv) enter into, execute and deliver this Bond Purchase Agreement, the Loan Agreement, the Series 2013 Note and the Continuing Disclosure Agreement; and (v) approve the pledge and assignment to the Trustee of certain of the Bank's rights under the Loan Agreement and the Series 2013 Note, pursuant to the Indenture, as security for the payment of the Series 2013 Bonds.

(c) The City has full power and authority to consummate the transactions contemplated to be consummated by it pursuant to this Bond Purchase Agreement, the Series 2013 Bonds, the Indenture, the Loan Agreement, the Series 2013 Note, the Continuing Disclosure Agreement and the Official Statement.

(d) The information contained in the Preliminary Official Statement and the Official Statement is, in the case of the Preliminary Official Statement, and, in the case of the Official Statement will be on the date thereof and as of the date of Closing, true and correct in all material respects; the Preliminary Official Statement does not contain and the Official Statement will not, as of the date of delivery of the Official Statement or as of the date of Closing, contain any untrue statement of a material fact; and the Preliminary Official Statement does not omit and the Official Statement will not omit as of the date of delivery of the Official Statement or the date of Closing, to state a material fact required

to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(e) The City shall have prior to the Closing duly authorized all necessary action to be taken by it for (i) approving the borrowing of the proceeds of the Series 2013 Bonds from the Bank and the use of such proceeds as contemplated by the Official Statement; (ii) the execution, delivery and/or receipt of this Bond Purchase Agreement, the Loan Agreement, the Series 2013 Note, the Continuing Disclosure Agreement and the Official Statement, the approval and the execution, delivery, receipt and/or approval of any and all such other agreements and documents as may be required to be executed, delivered and received by the City in order to carry out, give effect to and consummate the transactions contemplated hereby and by the Official Statement; and (iii) the effectuation and consummation of the transactions contemplated by this Bond Purchase Agreement, the Official Statement, the Series 2013 Note, the Continuing Disclosure Agreement, the Indenture and the Loan Agreement.

(f) The Series 2013 Note, when issued, delivered and paid for as herein and in the Indenture provided, will have been duly authorized and issued and will constitute a valid and binding obligation of the City enforceable in accordance with its terms (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights from time to time in effect and further subject to the availability of equitable remedies).

(g) No event affecting the City has occurred since the date of the Preliminary Official Statement, or is expected by the City to occur, which should be described in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of which they were made, not misleading.

(h) The resolution of the City, authorizing the borrowing of the proceeds of the Series 2013 Bonds, adopted on _____, 2013 (the "City Resolution"), has not been modified, amended or repealed and is in full force and effect on the date hereof.

(i) The City will direct the Bank to apply the proceeds from the sale of the Series 2013 Bonds immediately after the Closing as specified in the Indenture and in any instructions delivered at Closing by an authorized officer of the City.

(j) The City is in compliance with all material laws and regulations applicable to it and its operations which, if violated by the City, could adversely affect the City's ability to take the actions contemplated hereby and by the Official Statement, the Loan Agreement, the Indenture and the Continuing Disclosure Agreement.

(k) The City is not, in any way which could adversely affect the City's ability to take the actions contemplated hereby and by the Official Statement, the Loan Agreement, the Series 2013 Note, the Continuing Disclosure Agreement and the Indenture, in breach of or in default under any existing law, court or administrative regulation, decree, order, agreement, indenture, mortgage, lease, sublease or other

instrument to which it is a party or by which it or its property is or may be bound, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default thereunder which could adversely affect the City's ability to take the actions contemplated hereby or by the Official Statement, the Loan Agreement, the Series 2013 Note, the Continuing Disclosure Agreement or the Indenture.

(l) The execution and delivery by the City of this Bond Purchase Agreement, the Series 2013 Note, the Loan Agreement, the Continuing Disclosure Agreement and the other documents contemplated hereby and by the Preliminary Official Statement, the Official Statement and the Series 2013 Note and the compliance by the City with the provisions of each of the foregoing documents will not, to any extent or in any way which could adversely affect the City's ability to take the actions contemplated hereby and by the Loan Agreement, the Continuing Disclosure Agreement and the Indenture, conflict with or constitute on the part of the City a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage or loan agreement by which the City or its property is or may be bound.

(m) Other than the anticipated court proceedings to validate the Series 2013 Bonds, no litigation or proceeding to which the City is a party is pending or, to the knowledge of the City, threatened against or affecting the City (i) contesting the due organization or valid existence of the City, (ii) to restrain or enjoin the issuance or delivery of the Series 2013 Bonds or the Series 2013 Note, the application of the proceeds thereof, the functioning of the City or the payment, collection or application of revenues pursuant to the Indenture, the Loan Agreement, or the Series 2013 Note, (iii) in any way contesting or affecting any authority for, or the validity or execution of the Series 2013 Bonds, the Indenture, the Loan Agreement and the Continuing Disclosure Agreement or this Bond Purchase Agreement, the application of the proceeds of the Series 2013 Bonds or the payment, collection or application of revenues or the pledge thereof pursuant to the Indenture, the Loan Agreement or the Series 2013 Note, or (iv) in any way contesting the right and power of the City to take the actions to be taken by the City contemplated by such documents. To the knowledge of the City, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any Court, public board or body pending or threatened against or affecting the City (or any meritorious basis therefor) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Official Statement or the validity of any agreement or instrument to which the City is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement.

(n) The City covenants that between the date hereof and the Closing it will not take any action or permit any action within its control to be taken which will cause the representations and warranties of the City made herein to be untrue as of the Closing.

(o) The City agrees to cooperate with the Underwriter in any endeavor to qualify the Series 2013 Bonds for offering and sale under the securities or "blue sky"

laws of such jurisdictions of the United States as the Underwriter may request. The City consents to the use of drafts of the Preliminary Official Statement and drafts of the Official Statement prior to the availability of the Official Statement by the Underwriter in obtaining such qualification.

(p) The City agrees that all representations, warranties and covenants made by it hereunder shall remain in full force and effect despite any investigation by or on behalf of the Underwriter and shall survive any termination of this Bond Purchase Agreement.

6. At 10:00 o'clock A.M., Central Daylight Savings Time, on _____, 2013 or at such other time or such other date, as shall have been mutually agreed upon by the Bank, the City and the Underwriter, the Bank will deliver, or cause to be delivered, to the Underwriter the Series 2013 Bonds, in a form acceptable to Bond Counsel, duly executed and duly authenticated by the Trustee, together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price of the Series 2013 Bonds in immediately available funds by check or wire transfer or transfers.

Delivery of the Series 2013 Bonds as aforesaid shall be made at such location in New York, New York as is mutually agreed upon by the Underwriter, the Bank and the Trustee. Concurrent with such delivery, the Bank and the City shall deliver the certificates, reports and documents described in Section 8 hereof at the offices of Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Ridgeland, Mississippi. Such delivery is herein called the "Closing." The Series 2013 Bonds will be delivered to The Depository Trust Company as definitive fully registered bonds in denominations equal to the principal amount of each maturity and will be registered in the name of "Cede & Co.," as nominee for The Depository Trust Company.

The Underwriter shall have the right to cancel its obligation to purchase the Series 2013 Bonds if between the date hereof and the Closing, (a) legislation shall be enacted or be pending for consideration for enactment by the Congress of the United States, or adopted or pending for consideration by either House of Congress, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of competent jurisdiction of the United States or the United States Tax Court shall be rendered, or a ruling, regulation, temporary regulation or official release or statement by or on behalf of any agency of the federal government shall be made or proposed to be made which, in the reasonable judgment of the Underwriter materially adversely affects the market price or marketability of the Series 2013 Bonds, or the market price or marketability generally of obligations of the general character of the Series 2013 Bonds, (b) there shall be proposed or pending for consideration any legislative body (or committee thereof) of the State of Mississippi, or any such legislation shall have been adopted or approved, which, in the reasonable judgment of the Underwriter has the effect of adversely affecting the exemption of interest on the Series 2013 Bonds from all Mississippi taxation, except estate and transfer taxes, (c) any event shall have occurred or information shall have become known which, in the reasonable judgment of the Underwriter either (i) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or (ii) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein under the circumstances in which made not misleading in any material respect, (d) legislation

shall be enacted, or be pending for consideration for enactment by the Congress of the United States, or a decision by a court of competent jurisdiction of the United States shall hereafter be rendered, or a ruling or regulation by the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall hereafter be made, the effect of which is that (i) Series 2013 Bonds are not exempt from the registration, qualification or other similar requirements of the Securities Act of 1933, as amended and as then in effect, and the Securities Exchange Act of 1934, as amended, and as then in effect, or (ii) the Indenture is not exempt from the registration, qualification or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect, (e) a stop order, ruling or regulation by the Securities and Exchange Commission shall be issued or made, the effect of which is that the issuance, offering, and sale of the Series 2013 Bonds, or of obligations of the general character of the Series 2013 Bonds, is in violation of any provision of the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect, (f) there shall have occurred any outbreak of hostilities or other national or international emergency, the effect of such outbreak or emergency, on the financial markets of the United States which, in the reasonable judgment of the Underwriter would materially adversely affect the market price or marketability of the Series 2013 Bonds, (g) there shall be in force a general suspension of trading on the New York Stock Exchange or the fixing of maximum or minimum prices for securities on said Exchange, (h) a general banking moratorium shall have been declared by federal, Mississippi or New York authorities or an extraordinary major financial crisis shall have occurred which, in the reasonable judgment of the Underwriter, would make the marketing of Series 2013 Bonds generally impractical, or (i) a supplement or amendment shall have been made to the Official Statement subsequent to the date hereof which in the reasonable judgment of the Underwriter materially adversely affects the marketability of the Series 2013 Bonds or the market price thereof, unless such supplement or amendment shall have been agreed to in writing by the Underwriter.

7. The obligations of the Underwriter hereunder to purchase the Series 2013 Bonds shall be subject to the performance by the Bank of its obligations to be performed hereunder at and prior to the Closing, to the performance by the City of its obligations to be performed hereunder at or prior to the Closing, to the accuracy in all material respects, in the reasonable judgment of the Underwriter, of the representations and warranties of the Bank and of the City herein, in both cases, as of the date hereof and as of the time of the Closing and, in compliance with the following conditions:

(a) At the time of the Closing, (i) the Indenture, the Loan Agreement, the Series 2013 Note and the Continuing Disclosure Agreement shall have been executed by the party or parties thereto and shall be in full force and effect and the forms of such instruments and the form of the Official Statement as of the date hereof shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, the Closing in all events however to be deemed such approval, (ii) the Bank and the City shall have duly adopted and there shall be in full force and effect such resolutions as shall, in the opinion of Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Jackson, Mississippi ("Bond Counsel"), be necessary in connection with the transactions contemplated hereby, (iii) the representations and warranties of the Bank provided in Section 4 hereof and of the City in Section 5 hereof shall be true, complete and correct in all material respects as if then made, (iv) the Bank and the City shall

perform or have performed all obligations required under or specified in this Bond Purchase Agreement to be performed at or prior to the Closing, and (v) the proceeds of the sale of the Series 2013 Bonds shall be applied and deposited as described in the Official Statement.

(b) At or prior to the Closing, the Bank shall have delivered the Series 2013 Bonds and shall have assigned and delivered the Series 2013 Note to the Trustee.

(c) At or prior to the Closing, the Underwriter shall receive the following documents:

(A) the approving opinion of Bond Counsel dated the date of the Closing, substantially in the form attached as an exhibit to the Preliminary Official Statement, together with letter to the Underwriter authorizing reliance thereon;

(B) an opinion, dated the date of Closing, of counsel for the Bank, in form and content reasonably acceptable to the Underwriter, either addressed to the Underwriter or accompanied by a letter to the Underwriter authorizing reliance thereon;

(C) an opinion, dated the date of the Closing, of counsel for the City, in form and content reasonably acceptable to the Underwriter, either addressed to the Underwriter or accompanied by a letter to the Underwriter authorizing reliance thereon;

(D) a certificate of the City, addressed to the Bank and the Underwriter, dated the date of the Closing, signed by authorized officers of the City, in form and content reasonably acceptable to the Underwriter;

(E) a certificate of the Bank dated the date of the Closing and signed by an appropriate official or representative of the Bank, in form and content reasonably acceptable to the Underwriter;

(F) 100 copies of the Official Statement executed on behalf of the Bank by the Executive Director of the Bank;

(G) an opinion of Bond Counsel with respect to certain provisions of the Official Statement, in form and content reasonably acceptable to the Underwriter;

(H) executed or conformed copies each of the Indenture, the Loan Agreement, the Continuing Disclosure Agreement and the Series 2013 Note duly executed by the parties thereto;

(I) a certified copy of the Bank Resolution of the Bank authorizing, approving or ratifying the execution and delivery of the Series 2013 Bonds, the Indenture, the Preliminary Official Statement, the Official Statement, the Loan

Agreement, the Continuing Disclosure Agreement and this Bond Purchase Agreement;

(J) certified copies of City Resolution of the City authorizing the execution and delivery of the Preliminary Official Statement, the Official Statement, the Loan Agreement, the Series 2013 Note and the Continuing Disclosure Agreement, together with a certification as to incumbency of officers;

(K) a certificate of the Trustee to the effect that (i) all moneys and securities delivered to the Trustee under and pursuant to the Indenture have been duly deposited to the credit of the appropriate funds established under or in accordance with the Indenture or otherwise applied as provided in the Indenture, (ii) the Indenture has been duly executed and delivered by the Trustee, (iii) the Series 2013 Bonds have been authenticated and (iv) the Trustee has no knowledge of any default under the Indenture;

(L) evidence of validation of the Series 2013 Bonds by judgment of the Chancery Court of the First Judicial District of Hinds County, Mississippi;

(M) Rating letter evidencing that Moody's Investors Service has assigned a rating of "A-1" to the Series 2013 Bonds; and

(N) such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request to evidence compliance by the Bank and the City with legal requirements, the truth and accuracy, as of the time of Closing, of their respective representations contained herein and the due performance or satisfaction by each thereof at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by each thereof.

The Bank and the City will furnish the Underwriter with additional conformed copies of such opinions, certificates, letters and documents as the Underwriter reasonably requests.

If either the Bank or the City shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement, or if the obligations of the Underwriter to purchase and accept delivery of the Series 2013 Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the Bank shall be under further obligation hereunder. However, the Underwriter may, in its sole discretion, waive one or more of the conditions imposed by this Bond Purchase Agreement for the protection of the Underwriter and proceed with the Closing contemplated hereby.

8. All representations, warranties and agreements of the Bank and the City herein shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter, and shall survive any termination of this Bond Purchase Agreement by the Underwriter pursuant to the terms hereof.

9. The Bank will pay or cause to be paid from, but only from, the proceeds of the Series 2013 Bonds, and other moneys provided by the City, all expenses incident to the performance of the Bank's obligations under this Bond Purchase Agreement, including, but not limited to, mailing or delivery of the Series 2013 Bonds, costs of printing the Series 2013 Bonds, the Preliminary Official Statement, and the Official Statement, including the mailing and delivery thereof by the printer, fees and disbursements of Bond Counsel, expenses of the Bank, fees for bond ratings, costs and expenses of preparing and reproducing this Bond Purchase Agreement, the Indenture, the Loan Agreement, the Series 2013 Note and the Continuing Disclosure Agreement and fees and expenses of the Trustee. The Underwriter shall pay the cost of all advertising expenses in connection with the public offering of the Series 2013 Bonds, and all other expenses incurred by the Underwriter in connection with the public offering and distribution of the Series 2013 Bonds.

10. Any notice or other communication to be given to the Bank, the City or the Underwriter under this Bond Purchase Agreement shall be given in writing and shall be mailed, telegraphed or delivered to the following respective addresses until otherwise directed by written notice to the other parties hereto:

| | |
|---|---|
| The Bank: | Mississippi Development Bank<br>735 Riverside Drive, Suite 300<br>Jackson, Mississippi 39202<br>Attention: William T. Barry, Executive Director |
| The City: | City of Hattiesburg, Mississippi<br>City Hall, 200 Forrest Street<br>Hattiesburg, Mississippi 39401<br>Attention: Mayor |
| The Underwriter: | Duncan-Williams, Inc.<br>6750 Poplar Avenue<br>Forum Building 1, Suite 300<br>Memphis, Tennessee 38138<br>Attention: Public Finance Department |

11. This Bond Purchase Agreement is made solely for the benefit of the Bank, the City and the Underwriter and their respective successors and assigns and no other person shall acquire or have any right hereunder or by virtue hereof. The terms "successors" and "assigns" as used in the preceding sentence shall not include any purchasers of any Series 2013 Bonds from or through the Underwriter merely because of such purchase. All representations, warranties and agreements in this Bond Purchase Agreement shall remain in full force and effect, regardless of (a) delivery of and payment for the Series 2013 Bonds hereunder and (b) any termination of this Bond Purchase Agreement.

12. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

Very truly yours,

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

**BY:** _____
**TITLE:**_____

Signature Page to the Bond Purchase Agreement, by and among the Mississippi Development Bank, the City of Hattiesburg, Mississippi and Duncan-Williams, Inc., Memphis, Tennessee, and Piper Jaffray & Co., Memphis, Tennessee in regard to the sale of Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project).

Accepted and agreed to as of
___:__ o'clock __.m.
Central Daylight Savings Time,
on the date first above written:

**MISSISSIPPI DEVELOPMENT BANK**

**BY:_____**
**Its: Executive Director**

Signature Page to the Bond Purchase Agreement, by and among the Mississippi Development Bank, the City of Hattiesburg, Mississippi and Duncan-Williams, Inc., Memphis, Tennessee, and Piper Jaffray & Co., Memphis, Tennessee in regard to the sale of Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project).

**CITY OF HATTIESBURG, MISSISSIPPI**

**BY:** _____
**Its:** **Mayor**

Signature Page to the Bond Purchase Agreement, by and among the Mississippi Development Bank, the City of Hattiesburg, Mississippi and Duncan-Williams, Inc., Memphis, Tennessee, and Piper Jaffray & Co., Memphis, Tennessee in regard to the sale of Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project).

**EXHIBIT I**

**SERIES 2013 BONDS**

| MATURITY YEAR (_____ 1) | PRINCIPAL AMOUNT | INTEREST RATE | YIELD | PRICE |
|---|---|---|---|---|
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$_____,000 __% Term Bonds due ____ 1, 20___, Priced to Yield _____%*

**REDEMPTION PROVISIONS**

If the City directs the Bank to redeem the Series 2013 Bonds in accordance with the Loan Agreement, the Bank has agreed under the Indenture to accept redemption and to redeem the Series 2013 Bonds in accordance with the Indenture.

The Series 2013 Bonds (or any portions thereof in integral multiples of $5,000 each) which mature on or after ___ 1, 20__, are subject to optional redemption prior to their stated dates of maturity in whole or in part on ___ 1, 20__, and on any date thereafter at par plus accrued interest to the redemption date.

The Series 2013 Bonds are also subject to extraordinary mandatory redemption, prior to their stated dates of maturity, in whole or in part, at any time, in inverse order of maturity, at a Redemption Price (as defined in the Indenture) equal to the principal amount thereof plus accrued interest to the redemption date, from and to the extent that moneys are transferred from the Loan Account (as defined in the Indenture) to the Redemption Account (as defined in the Indenture) created in the Indenture or transferred from the Project Fund (as defined in the Indenture) to the Redemption Account or otherwise deposited in the Redemption Account from proceeds received upon the sale or prepayment prior to maturity of the Note upon a default under the Note and acceleration thereof.

The Series 2013 Bonds maturing on ___ 1, 20__in the principal amount of $___,000 are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in whole, as otherwise provided in the Indenture, on each March 1 in the principal amount for each year together with accrued interest to the date of redemption, as follow:

| Year | Principal Amount |
|---|---|
| **20** | **$,000** |
| **20*** | **,000** |

*Final Maturity

The Series 2013 Bonds maturing on ___ 1, 20__in the principal amount of $___,000 are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in whole, as otherwise provided in the Indenture, on each March 1 in the principal amount for each year together with accrued interest to the date of redemption, as follow:

| Year | Principal Amount |
|---|---|
| **20** | **$,000** |
| **20*** | **,000** |

*Final Maturity

The Series 2013 Bonds maturing on ___ 1, 20__in the principal amount of $___,000 are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in whole, as otherwise provided in the Indenture, on each March 1 in the principal amount for each year together with accrued interest to the date of redemption, as follow:

| Year | Principal Amount |
|---|---|
| **20** | **$,000** |
| **20*** | **,000** |

*Final Maturity

The Series 2013 Bonds maturing on ___ 1, 20__in the principal amount of $___,000 are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in whole, as otherwise provided in the Indenture, on each March 1 in the principal amount for each year together with accrued interest to the date of redemption, as follow:

| **Year** | **Principal Amount** |
|---|---|
| **20** | **$,000** |
| **20*** | **,000** |

*Final Maturity

The Series 2013 Bonds maturing on March 1, 2032 in the principal amount of $1,650,000 are The Series 2013 Bonds maturing on ___ 1, 20__in the principal amount of $___,000 are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in whole, as otherwise provided in the Indenture, on each March 1 in the principal amount for each year together with accrued interest to the date of redemption, as follow:

| **Year** | **Principal Amount** |
|---|---|
| **20** | **$,000** |
| **20*** | **,000** |

*Final Maturity

**PRELIMINARY OFFICIAL STATEMENT DATED _____, 2013**

**RATINGS:** **Insured** **Underlying**
**Moody's** **"___"** **"__"**
**(See "RATINGS" herein)**

**NEW ISSUE - BOOK-ENTRY ONLY**

*In the opinion of Bond Counsel (as hereinafter defined), under existing laws, regulations, rulings and judicial decisions, interest on the Series 2013 Bonds is excludable from gross income for federal tax purposes pursuant to Section 103 of the Code (as defined herein), 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. Such exludability is conditioned on continuing compliance with certain tax covenants of the Bank and the City (each as defined herein). In the opinion of Bond Counsel under existing laws, regulations, rulings and judicial decisions, interest on the Series 2013 Bonds is exempt from income taxation in the State of Mississippi. See "TAX MATTERS" herein and "APPENDIX C - FORM OF BOND COUNSEL OPINION" attached hereto.*

# $_____,000
# MISSISSIPPI DEVELOPMENT BANK
# SPECIAL OBLIGATION BONDS, SERIES 2013
# (HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM REFUNDING AND CONSTRUCTION PROJECT)

**Dated: Date of Delivery** **DUE: _____ 1, as shown on inside of front cover**

The Series 2013 Bonds (the "Series 2013 Bonds") will be dated the date of delivery thereof, and will bear interest from that date to their respective stated maturities in the amounts and at the rates set forth on the inside of the front cover. The Series 2013 Bonds are issuable only as fully registered bonds and, when issued, will be registered in the name of CEDE & CO., as nominee for The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interests in the Series 2013 Bonds will be made in book-entry-only form, in the denomination of $5,000 or any integral multiple thereof. Purchasers of beneficial interests in the Series 2013 Bonds will not receive physical delivery of certificates representing their interests in the Series 2013 Bonds. Interest on the Series 2013 Bonds is payable on _____ 1 and _____ 1 of each year, commencing _____ 1, 20__. So long as DTC or its nominee is the registered owner of the Series 2013 Bonds, interest, together with the principal of and redemption premium, if any, on the Series 2013 Bonds will be paid directly to DTC by Hancock Bank, Jackson, Mississippi, Trustee under the Indenture, all as defined and more fully described herein under the caption, "DESCRIPTION OF THE SERIES 2013 BONDS -- Book-Entry-Only System."

The Series 2013 Bonds are issued by the Bank for the principal purpose of providing a loan to the City of Hattiesburg, Mississippi, as more fully described in this Official Statement.

The Series 2013 Bonds are subject to extraordinary mandatory redemption and optional redemption, as more fully described in this Official Statement under the caption "DESCRIPTION OF THE SERIES 2013 BONDS -- Redemption."

**The scheduled payment of principal of and interest on the Series 2013 Bonds when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Series 2013 Bonds by ASSURED GUARANTY MUNICIPAL CORP. (the "Bond Insurer").**

ASSURED GUARANTY MUNICIPAL

**THE SERIES 2013 BONDS ARE PAYABLE SOLELY OUT OF THE REVENUES AND FUNDS OF THE BANK PLEDGED THEREFOR UNDER THE INDENTURE, AS MORE FULLY DESCRIBED HEREIN. THE SERIES 2013 BONDS DO NOT CONSTITUTE A DEBT, LIABILITY OR LOAN OF THE CREDIT OF THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION THEREOF UNDER THE CONSTITUTION AND LAWS OF THE STATE OF MISSISSIPPI OR A PLEDGE OF THE FAITH, CREDIT AND TAXING POWER OF THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION THEREOF. THE SOURCES OF PAYMENT OF, AND SECURITY FOR, THE SERIES 2013 BONDS ARE MORE FULLY DESCRIBED HEREIN. THE BANK HAS NO TAXING POWER.**

**THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. PROSPECTIVE INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.**

The Series 2013 Bonds are offered subject to the final approval of the legality thereof by Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Ridgeland, Mississippi, as Bond Counsel. Certain legal matters will be passed upon for the Bank by its counsel, Balch & Bingham LLP, Jackson, Mississippi, for the Original Purchaser by its counsel, The May Law Firm, PLLC, Jackson Mississippi, and for the City by Charles E. Lawrence, Jr., Esquire, Hattiesburg, Mississippi. Government Consultants, Inc., Jackson, Mississippi, serves as the Financial Advisor to the Bank in connection with the sale and issuance of the Series 2013 Bonds. The Series 2013 Bonds are expected to be available in definitive form for delivery on or about March 29, 2013.

## DUNCAN-WILLIAMS, INC. PIPER JAFFRAY

The date of this Official Statement is _____, 2013.

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Preliminary, subject to change.

**SERIES 2013 BONDS**
**MATURITY SCHEDULE**

| YEAR OF MATURITY | PRINCIPAL AMOUNT* | INTEREST RATE | PRICE OR YIELD | YEAR OF MATURITY | PRINCIPAL AMOUNT* | INTEREST RATE | PRICE OR YIELD |
|---|---|---|---|---|---|---|---|
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***Preliminary, subject to change.**

**THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFERING OF ANY SECURITY OTHER THAN THE ORIGINAL OFFERING OF THE SERIES 2013 BONDS IDENTIFIED ON THE COVER HEREOF. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION OTHER THAN THAT CONTAINED IN THIS OFFICIAL STATEMENT, AND IF GIVEN OR MADE SUCH OTHER INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, AND THERE SHALL NOT BE ANY SALE OF THE SERIES 2013 BONDS BY ANY PERSON, IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL TO MAKE SUCH OFFER, SOLICITATION OR SALE. THE INFORMATION AND EXPRESSION OF OPINIONS HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR THE SALE OF ANY OF THE SERIES 2013 BONDS SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THE INFORMATION HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF.**

**INFORMATION HEREIN HAS BEEN OBTAINED FROM THE BANK, THE CITY AND OTHER SOURCES BELIEVED TO BE RELIABLE, BUT THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION IS NOT GUARANTEED BY THE ORIGINAL PURCHASER OR BOND INSURER.**

**UPON ISSUANCE, THE SERIES 2013 BONDS WILL NOT BE REGISTERED BY THE BANK UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW, AND WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER FEDERAL, STATE OR OTHER GOVERNMENTAL ENTITY OR AGENCY, OTHER THAN THE BANK (TO THE EXTENT DESCRIBED HEREIN), WILL HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT OR APPROVED THE SERIES 2013 BONDS FOR SALE.**

**THIS OFFICIAL STATEMENT IS NOT TO BE CONSTRUED AS A CONTRACT OR AGREEMENT BETWEEN THE BANK AND THE PURCHASERS OR HOLDERS OF THE SERIES 2013 BONDS. ALL ESTIMATES AND ASSUMPTIONS CONTAINED HEREIN ARE BELIEVED TO BE REASONABLE, BUT NO REPRESENTATION IS MADE THAT SUCH ESTIMATES OR ASSUMPTIONS ARE CORRECT OR WILL BE REALIZED.**

**IN CONNECTION WITH THIS OFFERING, THE ORIGINAL PURCHASER MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2013 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.**

**THE BOND INSURER MAKES NO REPRESENTATION REGARDING THE SERIES 2013 BONDS OR THE ADVISABILITY OF INVESTING IN THE SERIES 2013 BONDS. IN ADDITION, THE BOND INSURER HAS NOT INDEPENDENTLY VERIFIED, MAKES NO REPRESENTATION REGARDING, AND DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT OR ANY INFORMATION OR DISCLOSURE CONTAINED HEREIN, OR OMITTED HEREFROM, OTHER THAN WITH RESPECT TO THE ACCURACY OF THE INFORMATION REGARDING THE BOND INSURER SUPPLIED BY THE BOND INSURER AND PRESENTED UNDER THE CAPTION "MUNICIPAL BOND INSURANCE" AND "APPENDIX H - SPECIMEN MUNICIPAL BOND INSURANCE POLICY" HEREIN.**

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# OFFICIAL STATEMENT

## $_____,000
## MISSISSIPPI DEVELOPMENT BANK
## SPECIAL OBLIGATION BONDS, SERIES 2013
## (HATTIESBURG, MISSISSIPPI WATER AND SEWER SYSTEM REFUNDING AND CONSTRUCTION PROJECT)

## INTRODUCTION

The purpose of this Official Statement, including its Appendices, is to set forth certain information concerning the issuance and sale by the Mississippi Development Bank (the "Bank" or "Issuer") of its Mississippi Development Bank Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Water and Sewer System Refunding and Construction Project), to be dated the date of delivery thereof, issued in the aggregate principal amount of $_____,000* (the "Series 2013 Bonds").

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and all appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Series 2013 Bonds to potential investors is made only by means of the entire Official Statement.

### The Bank

The Bank was established in 1986 as a separate body corporate and politic of the State of Mississippi (the "State") for the public purposes set forth under the provisions of Sections 31-25-1 et seq., Mississippi Code of 1972, as amended from time to time (the "Bank Act"). The Bank is not an agency of the State, is separate from the State in its corporate and sovereign capacity and has no taxing power. The Bank is governed by a Board of Directors composed of nine (9) members.

Pursuant to the Act, the purpose of the Bank is to assist "local governmental units," as defined in the Act to be (i) any county, municipality, utility district, regional solid waste authority, county cooperative service district, or political subdivision of the State of Mississippi, (ii) the State of Mississippi or any agency thereof, (iii) the institutions of higher learning of the State of Mississippi, (iv) any education building corporation established for institutions of higher learning, or (v) any other governmental unit created under State law, through programs of providing loans to such local governmental units under loan agreements between such local governmental units and the Bank. The City of Hattiesburg, Mississippi (the "City"), the entity described in "APPENDIX A - INFORMATION ON THE CITY", is such a local governmental unit.

### Sources of Payment and Security for the Series 2013 Bonds

The Series 2013 Bonds will be issued under and secured by an Indenture of Trust, to be dated the date of delivery of the Series 2013 Bonds (the "Indenture"), by and between the Bank and Hancock Bank, Jackson, Mississippi, as Trustee (the "Trustee"). The principal of, redemption premium, if any, and interest on any and all of the Series 2013 Bonds, together with any refunding bonds (the "Refunding Bonds") that may be authorized and issued by the Bank under the Indenture on a parity with the Series 2013 Bonds (collectively, the "Bonds"), are payable from those revenues and funds of the Bank which, together with the loan agreement (the "Loan Agreement") and the Series 2013 Note, as hereinafter

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* Preliminary, subject to change.

defined, delivered by the City, as defined and described herein, are pledged pursuant to the Indenture for the benefit of the owners of the Series 2013 Bonds without priority. The faith, credit and taxing power of the State are not pledged to the payment of the principal of, premium, if any, and interest on any of the Series 2013 Bonds. The Series 2013 Bonds are not a debt, liability, loan of the credit or pledge of the faith and credit of the State or of any political subdivision thereof, including the City. The Bank has no taxing power and has only those powers and sources of revenue set forth in the Act. The Series 2013 Bonds are issued and secured separately from any other obligations issued by the Bank.

The Series 2013 Bonds are secured by the pledge of the Trust Estate established under the Indenture (the "Trust Estate"), defined to be (i) all cash and securities in the funds and accounts established by the Indenture (except the Rebate Fund, as described herein) (the "Funds" and "Accounts") and the investment earnings thereon and all proceeds thereof, (ii) the Loan Agreement and the Series 2013 Note and payments due thereunder and the earnings thereon and the proceeds thereof, and (iii) all funds, accounts and moneys hereinafter pledged to the Trustee as security by the Bank. All Series 2013 Bonds will be secured equally and ratably by all of the foregoing. The sources of payment for the Series 2013 Bonds are further described under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS."

The principal of and interest on the Series 2013 Note are payable out of certain revenues as hereinafter defined. The Loan, as hereinafter defined, will be provided from the proceeds of the Series 2013 Bonds. The sources of payment on the Series 2013 Note is further described under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS."

The Indenture provides that in order to further secure the payment of principal of and interest on the Series 2013 Bonds, the Bank will establish thereunder a Debt Service Reserve Fund (the "Debt Service Reserve Fund"), and maintain therein an amount (the "Debt Service Reserve Requirement") equal to the lesser of the following: (i) of the maximum amount of principal and interest becoming due in the current or any future bond year (meaning each 1 year period (or such shorter period as hereinafter described) beginning on ___ 2 of one year and ending on _____ 1 of the following year – except, however, the first bond year shall be from the issue date of the Series 2013 Bonds until ___ 1, 2014) on all Series 2013 Bonds then outstanding; (ii) 125% of average annual debt service on the Series 2013 Bonds; and (iii) 10% of the stated principal amount of the Series 2013 Bonds, or if such issue of Series 2013 Bonds has more than a de minimis amount (as defined in Section 1.148-1(b) of the Treasury Regulations) of original issue discount or premium, ten percent (10%) of the issue price (as defined in Section 1.148-1(b) of the Treasury Regulations), which Debt Service Reserve Requirement may be funded with cash or a Reserve Fund Credit Facility. See the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS – 2013 Debt Service Reserve Fund" for further discussion of the 2013 Debt Service Reserve Fund. On the closing date, the Bank will secure from the Bond Insurer a Reserve Policy (as defined herein) to satisfy the total amount of the initial Debt Service Reserve Requirement.

As defined in the Indenture, Reserve Policy means the Reserve Fund Credit Facility issued by the Bond Insurer guaranteeing certain payments into the Debt Service Reserve Fund with respect to the Series 2013 Bonds. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BOND – Debt Service Reserve Fund” for a further discussion of requirements for the Reserve Policy and the Reserve Fund Credit Facility.

**Bond Insurance Policy**

Concurrently with the issuance of the Series 2013 Bonds, Assured Guaranty Municipal Corp. (the "Bond Insurer") will issue its municipal bond insurance policy for the Series 2013 Bonds (the "Bond

Insurance Policy"). The Bond Insurance Policy guarantees the scheduled payment of the principal of and interest on the Series 2013 Bonds when due as set forth in the form of the Bond Insurance Policy included in APPENDIX F to this Official Statement. See "BOND INSURANCE" and "APPENDIX F - SPECIMEN MUNICIPAL BOND INSURANCE POLICY" herein.

**Purpose of the Series 2013 Bonds**

The Series 2013 Bonds are being issued to provide funds to provide a loan (the "Loan") to the City under the terms and provisions of a loan agreement secured by a promissory note for the purpose of providing funds for (i) repairing, improving, and extending the combined water and sewer system of the City (the "System") (the "Construction Project"); (ii) current refunding the outstanding maturities of the City's General Obligation Note, Series 2013dated March 19, 2013, issued in the original principal amount of $3,000,000 (the "Refunding Project"); (iii) funding a debt service reserve fund for the Series 2013 Bonds, including the payment of premium for the Reserve Policy, (iv) paying capitalized interest and (v) paying for the costs of issuance of the Series 2013 Bonds and the Series 2013 Note, as hereinafter defined, including the premium for the Bond Insurance Policy. Items (i) through (v) are hereinafter referred to as the "Series 2013 Project."

**Authority for Issuance**

The Series 2013 Bonds are issued pursuant to the provisions of Sections 21-27-23 and 21-27-41 through 21-27-69, Mississippi Code of 1972, as amended from time to time (the "Bond Act" and together with the Bank Act, the "Act"), and the Bank Act and the Indenture.

**Description of the Series 2013 Bonds**

Redemption. The Series 2013 Bonds are subject to optional redemption and extraordinary mandatory redemption, as more fully described under the caption "DESCRIPTION OF THE SERIES 2013 BONDS - Redemption" herein.

Denominations. The Series 2013 Bonds will be issued in denominations of $5,000 or any integral multiple thereof.

Registration, Transfers, and Exchanges. The Series 2013 Bonds will be issued only as fully registered bonds and, when issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interests in the Series 2013 Bonds will be made in book entry only form. Purchasers of beneficial interests in the Series 2013 Bonds will not receive physical delivery of certificates representing their respective interests in the Series 2013 Bonds.

Payments. Interest on the Series 2013 Bonds is payable on _____ 1 and _____ 1 of each year (each an "Interest Payment Date"), commencing _____ 1, 20__ and, so long as DTC or its nominee is the Registered Owner of the Series 2013 Bonds, such interest, together with the principal of and redemption premium, if any, on the Series 2013 Bonds will be paid directly to DTC by Hancock Bank, Jackson, Mississippi, as Trustee under the Indenture. The final disbursement of such payments to the Beneficial Owners of the Series 2013 Bonds will be the responsibility of the DTC Participants and the Indirect Participants, all as more fully defined and described herein under the caption "DESCRIPTION OF THE SERIES 2013 BONDS -- Book-Entry-Only System."

**For a more complete description of the Series 2013 Bonds and the basic documentation pursuant to which the Series 2013 Bonds are being issued, see the captions "DESCRIPTION OF**

**THE SERIES 2013 BONDS," "REVENUES, FUNDS AND ACCOUNTS UNDER THE INDENTURE," and "OPERATION OF FUNDS AND ACCOUNTS UNDER THE INDENTURE," in this Official Statement.**

**Tax Exemption**

In the opinion of Bond Counsel, under existing laws, regulations, rulings, and judicial decisions, interest on the Series 2013 Bonds is excludable from gross income for federal tax purposes, with such excludibility conditioned upon continuing compliance with certain tax covenants of the Bank and the City, and under existing laws, regulations, rulings, and judicial decisions, interest on the Series 2013 Bonds is exempt from income taxation of the holders thereof in the State of Mississippi. Interest on the Series 2013 Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes; however, such interest is taken into account in determining adjusted current earnings for purposes of calculating alternative minimum tax imposed on certain corporations. For a more complete description of such opinion and certain other tax consequences incident to the ownership of the Series 2013 Bonds, see the captions "TAX MATTERS" in this Official Statement. See "APPENDIX C - FORM OF BOND COUNSEL OPINION" for the proposed form of Bond Counsel opinion.

**Professionals Involved in the Offering**

Hancock Bank, Jackson, Mississippi, will act as Trustee under the Indenture for the Series 2013 Bonds. Government Consultants, Inc., Jackson, Mississippi, is employed as financial advisor (the "Financial Advisor") to the Bank with respect to the Series 2013 Bonds. Certain proceedings in connection with the issuance of the Series 2013 Bonds are subject to the approval of Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Ridgeland, Mississippi, as Bond Counsel. The purchaser of the Series 2013 Bonds shall receive the opinion of Bond Counsel, to the effect that, based upon their participation in the preparation of the Official Statement, no facts have come to their attention which would lead them to believe that the Official Statement (except for financial statements and other financial and statistical data contained therein, as to which they will express no opinion or belief) contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. Certain legal matters will be passed upon for the City by Charles E. Lawrence, Jr., Esquire, Hattiesburg, Mississippi. Certain legal matters will be passed upon for Duncan-Williams, Inc., Memphis, Tennessee and Piper Jaffray, Memphis, Tennessee (together, the “Original Purchaser”) by The May Law Firm, PLLC, Jackson, Mississippi. Certain legal matters will be passed upon for the Bank by Balch & Bingham LLP, Jackson, Mississippi. See the caption "LEGAL MATTERS" and "MISCELLANEOUS" in this Official Statement.

**Risks to the Owners of the Series 2013 Bonds**

There are certain risks involved in the ownership of the Series 2013 Bonds which should be considered by prospective purchasers thereof. The ability of the Bank to pay principal of, redemption premium, if any, and interest on the Series 2013 Bonds depends primarily upon the receipt by the Bank of note payments (the "Note Payments") from the City, which the City is obligated under the Loan Agreement and the Series 2013 Note to make to the Bank, together with investment earnings on certain amounts in the Funds and Accounts defined in and established under the Indenture. There can be no representation or assurance that the City will realize sufficient rates, charges, or other revenues to make the required Note Payments. See the caption, "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS." Failure of the Bank and/or the City to comply with certain tax covenants may

also adversely affect the exempt status of the interest on all of the Series 2013 Bonds. See the caption "RISKS TO THE OWNERS OF THE SERIES 2013 BONDS" in this Official Statement.

**Other Information**

This Official Statement speaks only as of its date, and certain information contained herein is subject to change.

Copies of other documents and information are available, upon request, and upon payment to the Bank of a charge for copying, mailing, and handling, from William T. Barry, Executive Director, Mississippi Development Bank, 735 Riverside Drive, Suite 300, Jackson, Mississippi 39202, telephone (601) 355-6232.

No dealer, broker, salesman or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, and there shall not be any sale of the Series 2013 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the Bank and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Bank since the date hereof.

**Format of Official Statement**

There follows in this Official Statement a description of the security and sources of payment for the Series 2013 Bonds, the purposes and operation of the Bank's program to be financed out of the proceeds of the Series 2013 Bonds, the Bank, and summaries of certain provisions of the Series 2013 Bonds, the Indenture, the Loan Agreement, and certain provisions of the Act. All discussions of the Act, the Indenture and the Loan Agreement are qualified in their entirety by reference to the Act, copies of which are available from the Bank. All discussions of the Series 2013 Bonds are qualified in their entirety by reference to the definitive form and the information with respect to the Series 2013 Bonds contained in the Indenture. Certain information relating to the City, as defined herein, is set forth in "APPENDIX A - INFORMATION ON THE CITY," certain information relating to the System is included as "APPENDIX B - INFORMATION ON THE SYSTEM," the proposed form of opinion of Bond Counsel with respect to the Series 2013 Bonds is set forth in "APPENDIX C - FORM OF BOND COUNSEL OPINION," the form of the continuing disclosure agreement of the Bank and City is set forth in "APPENDIX D - FORM OF CONTINUING DISCLOSURE AGREEMENT," and the audited financial statements of the City are set forth in "APPENDIX E - CITY OF HATTIESBURG, MISSISSIPPI AUDITED FINANCIAL STATEMENTS FOR THE YEAR ENDED SEPTEMBER 30, 20__ AND BUDGET FOR FISCAL YEAR ENDING SEPTEMBER 30, 2014" and the form of the Bond Insurance Policy is set forth in "APPENDIX F - SPECIMEN MUNICIPAL BOND INSURANCE POLICY." Each of the APPENDICES to this Official Statement is an integral part of this Official Statement and should be read in its entirety by any and all owners or prospective owners of the Series 2013 Bonds.

## SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS

**General**

The Series 2013 Bonds are payable only out of, and are secured by the pledge of, the Trust Estate. The Indenture creates a continuing pledge of and lien upon the Trust Estate to secure the full and final payment of the principal of, premium, if any, and interest on all of the Series 2013 Bonds. The Series 2013 Bonds do not constitute a debt, liability or loan of the credit of the State or any political subdivision thereof under the constitution of the State or a pledge of the faith, credit and taxing power of the State or any political subdivision thereof. The Bank has no taxing power. The sources of payment of, and security for, the Series 2013 Bonds are more fully described below.

Under the Indenture, the Series 2013 Bonds are secured by the assignment to the Trustee of the Series 2013 Note and all Note Payments, as described herein. In addition, the Indenture pledges to the payment of the Series 2013 Bonds, all proceeds of the Trust Estate, including without limitation all cash and securities held in the Funds and Accounts created by the Indenture, except for the Rebate Fund, together with investment earnings thereon and proceeds thereof (except to the extent transferred to the Rebate Fund or from such Funds and Accounts under the Indenture), and all other funds, accounts and moneys hereinafter to be pledged by the Bank to the Trustee as security under the Indenture, to the extent of any such pledge.

**The Loan Agreement and the Series 2013 Note**

From the proceeds of the Series 2013 Bonds, the Bank intends to loan funds to the City under the Loan Agreement to be secured by the Series 2013 Note. The Bank will assign to the Trustee under the Indenture the proceeds of the Loan Agreement and will assign the Series 2013 Note and the Note Payments of the City to the Trustee, all as described in "THE LOAN AGREEMENT AND SERIES 2013 NOTE" herein.

**Provisions for Payment of the Note Payments**

The Series 2013 Note will be an obligation of the City payable solely from the moneys, rights and interests pledged under the Loan Agreement as set forth in the immediately succeeding paragraph. **The Series 2013 Note will never constitute a general obligation of the City or, within the meaning of any constitutional or statutory limitation, a debt, liability, or obligation of the State or any political subdivision of the State other than the City, and neither the full faith and credit nor taxing power of the State or any political subdivision thereof is pledged to the payment of such principal, premium, if any, and interest. The City has not pledged the levy of any taxes for the repayment of the Series 2013 Note.** The Series 2013 Note initially issued under the Loan Agreement shall be issued for the purposes of providing funds to finance the Series 2013 Project.

Pursuant to the terms of the Loan Agreement, the City has pledged for the payment of principal of and interest on the Series 2013 Note and other amounts due under the Loan Agreement the Net Revenues, as hereinafter defined, of the System subject to the parity lien of the 2006 Note and the 2012 Note, as hereinafter defined. The Series 2013 Note is being issued on a parity with the City's outstanding (a) Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated June 28, 2006, issued in the original principal amount of $17,000,000 (the "2006 Note") funded from a portion of the proceeds of the Bank's Special Obligation Bonds, Series 2006 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated June 28, 2006 (the "2006 Bonds") issued under the provisions of the Indenture of Trust, dated June 28, 2006, between the Bank and Hancock Bank, Jackson, Mississippi (the "2006 Trustee") (the "2006 Indenture"), which 2006 Bonds are secured by the 2006 Note and the loan agreement, by and between the City and the Bank, dated June 28, 2006 (the "2006 Loan Agreement"); and (b) Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated March 29, 2012, issued in the original principal amount of $12,500,000 (the "2012 Note") funded from a portion of

the proceeds of the Bank's Special Obligation Series 2012 Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "2012 Bonds") issued under the provisions of the Indenture of Trust, dated March 29, 2012, between the Bank and Hancock Bank, Jackson, Mississippi (the "2012 Trustee") (the "2012 Indenture"), which 2012 Bonds are secured by the 2012 Note and the loan agreement, by and between the City and the Bank, dated March 29, 2012 (the "2012 Loan Agreement"). The City has covenanted in the Loan Agreement to make, impose, charge and collect service rates, charges and other fees in sufficient amounts to provide for the payment of principal of and interest on the Series 2013 Note, the 2006 Note, the 2012 Note, the 2006 Loan Agreement, the 2012 Loan Agreement and other amounts due under the Loan Agreement and the costs of operation and maintenance of the System.

The execution and delivery of the Loan Agreement and the Series 2013 Note shall be authorized by a resolution of the City adopted pursuant to the Act. The Series 2013 Note shall be titled "$_____ Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project)."

**Debt Service Reserve Fund and Reserve Fund Credit Facility**

The Act authorizes and the Indenture requires the Bank to establish and maintain the Debt Service Reserve Fund in which there is to be deposited or transferred:

(a) All proceeds of the Series 2013 Bonds required to be deposited in the Debt Service Reserve Fund by the terms of the Indenture or any supplemental indenture or resolution of the Bank with respect to the proceeds of the Series 2013 Bonds, established under the Indenture in the amount of the Debt Service Reserve Requirement which is the lesser of the (i) of the maximum amount of principal and interest becoming due in the current or any future bond year (meaning each 1 year period (or such shorter period as hereinafter described) beginning on ___ 2 of one year and ending on _____ 1 of the following year – except, however, the first bond year shall be from the issue date of the Series 2013 Bonds until ___ 1, 2014) on all Series 2013 Bonds then outstanding; (ii) 125% of average annual debt service on the Series 2013 Bonds; and (iii) 10% of the stated principal amount of the Series 2013 Bonds, or if such issue of Series 2013 Bonds has more than a de minimis amount (as defined in Section 1.148-1(b) of the Treasury Regulations) of original issue discount or premium, ten percent (10%) of the issue price (as defined in Section 1.148-1(b) of the Treasury Regulations), which Debt Service Reserve Requirement may be funded with cash or a Reserve Fund Credit Facility, as defined in the Indenture;

(b) All money required to be transferred to the Debt Service Reserve Fund from another Fund or Account under the Indenture;

(c) All money paid by the City for deposit to the Debt Service Reserve Fund as provided in the Loan Agreement; and

(d) Any other available money or funds that the Bank may decide to deposit in the Debt Service Reserve Fund.

Except as provided by the Indenture, moneys in the Debt Service Reserve Fund will be held and applied to the payment of the principal of and interest on the Series 2013 Bonds in cases where sufficient funds are not available in other Funds and Accounts for such payments.

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

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

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

(c) The Trustee, the Bank and the City shall receive an opinion of nationally recognized counsel, in form and substance satisfactory to each of them, to the effect that substitution of such Reserve Fund Credit Facility and the proposed application to the amounts in the Debt Service Reserve Fund will not cause the interest on the Series 2013 Bonds to become includable in gross income of the holders thereof for federal income taxation purposes; and

(d) The obligation of the City to reimburse the issuer of the Reserve Fund Credit Facility for any fees or expenses or claims or drawings under such Reserve Fund Credit Facility shall be subordinate to the payment of debt service on the Series 2013 Note under Indenture; and

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

(f) The value of the assets (including the amount available for drawing under the Reserve Fund Credit Facility) held in the Debt Service Reserve Fund must equal the Debt Service Reserve Requirement for the Series 2013 Bonds immediately upon such substitution; and

(g) The approval of Moody’s; and

(h) The approval of Bond Insurer.

If there shall be an insufficiency of funds in the General Account of the General Fund to make any required payment of principal of or interest on the Series 2013 Bonds and the Trustee is holding a Reserve Fund Credit Facility in lieu of funds in the Debt Service Reserve Fund, the Trustee shall make a drawing under the Reserve Fund Credit Facility in an amount equal to the lesser of (a) the amount then available for drawing under the Reserve Fund Credit Facility, or (b) the amount necessary to make up the insufficiency described above, which drawing shall be made in time to prevent the occurrence of an Event of Default under the Indenture; and the proceeds of such drawing shall be deposited into the Debt Service Reserve Fund for application as provided in the Indenture; provided, however, if the Debt Service Reserve Fund contains both a Reserve Fund Credit Facility and cash, the cash shall be drawn down completely before any demand is made on the Reserve Fund Credit Facility.

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

If the Trustee receives notice that (a) the revolving reinstatement feature described above has been suspended or terminated, (b) the rating of the issuer of the Reserve Fund Credit Facility has fallen below "___" by Moody's, (c) the issuer of the Reserve Fund Credit Facility has defaulted in its payment obligations thereunder, or (d) the Reserve Fund Credit Facility will not be extended or renewed, the Trustee shall immediately notify the City and the Bond Insurer in writing, of the occurrence of such event and shall request that the City make or cause to be made the payments required to replenish the Debt Service Reserve Fund pursuant to the Indenture and the Loan Agreement, which payments may be made from the proceeds of a drawing under the Reserve Fund Credit Facility.

Reserve Fund Credit Facility means an irrevocable and unconditional letter of credit, insurance policy or surety bond the terms of which have been approved by the City and the Bank, issued by a bank or other financial institution, which is acceptable to the City and the Bank, having a long-term credit rating of "__" or better as determined by Moody's, which credit facility names the Trustee as the beneficiary thereunder; provided, that any such credit facility must (a) be renewable or extendable on an annual basis; (b) have an initial term of not less than three (3) years; (c) provide that the bank or other financial institution providing such credit facility must notify the Trustee and the City, no less than thirty (30) days in advance of the expiration of the credit facility, of its intention not to renew or extend such credit facility; (d) permit the Trustee to make a drawing thereunder to fund the Debt Service Reserve Fund no later than five (5) Business Days prior to the earlier of (i) the expiration date of such credit facility or (ii) the date the proceeds of such drawing will be needed to fund the Debt Service Reserve Fund.

Initially, the Debt Service Reserve Fund will be funded with the Reserve Policy issued by the Bond Insurer which shall meet the requirements of the Reserve Fund Credit Facility.

**Special Reserve Fund**

The Indenture provides for the creation of the Special Reserve Fund. The Trustee shall deposit in the Special Reserve Fund all moneys required to be deposited therein pursuant to the Indenture and such other moneys as directed by the Bank, shall invest such funds pursuant to the terms of the Indenture and shall disburse the funds held in the Special Reserve Fund as follows in the following order of priority: (a) on the second ($2^{nd}$) Business Day prior to each Interest Payment Date, to the General Account of the General Fund an amount sufficient to make the payments of principal and interest required to be made on such date after taking into account available funds on deposit in the General Account of the General Fund; and (b) to the Debt Service Reserve Fund sufficient amounts to assure that there is on deposit therein the Debt Service Reserve Requirement for the Series 2013 Bonds.

## RISKS TO THE OWNERS OF THE SERIES 2013 BONDS

**General**

The Series 2013 Bonds will be payable solely from the payments to be made by the Bank under the Indenture. Pursuant to the Indenture, such payments are limited to payments due from the City under

the Loan Agreement and the Series 2013 Note. Purchasers of the Series 2013 Bonds are advised of certain risk factors with respect to the Series 2013 Bonds.

In addition, purchasers of the Series 2013 Bonds are advised of certain additional information in connection with the System as set forth in "APPENDIX B - INFORMATION ON THE SYSTEM." Such information is relative to the ability of the City to make payments under the Loan Agreement and the Series 2013 Note sufficient to provide debt service on the Series 2013 Bonds.

**Note Payments**

The ability of the Bank to pay principal of, redemption premium, if any, and interest on the Series 2013 Bonds depends primarily upon the receipt by the Bank of the Note Payments from the City which the City is obligated under the Loan Agreement to make to the Bank, together with earnings on the amounts in the Funds and Accounts, sufficient to make such payments. Except for the Debt Service Reserve Fund, there is no Fund which is required to contain amounts to make up for any deficiencies in the event of one or more defaults by the City in making such Note Payments, and there is no source from which the General Fund will be replenished except the Note Payments and investment income on moneys in the Funds and Accounts. While the City covenants to fix rates and charges of the System sufficient to pay all obligations, there can be no representation or assurance that the City will realize sufficient Net Revenues from the System to meet financial projections. Financial projections for a period of 2013 to 20__ regarding the System are contained in "APPENDIX B - INFORMATION ON THE SYSTEM." The realization of sufficient Net Revenues can be subject to, among other things, future economic and demographic conditions, and other conditions which are variable and not certain of prediction. For a description of the City, see "APPENDIX A - INFORMATION ON THE CITY." For a description of procedures for providing for the payment of the Series 2013 Note, see the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS - Provisions for Payment of the Series 2013 Note." For a description of revenue projections for the System, see "APPENDIX B - INFORMATION ON THE SYSTEM."

**Tax Covenants**

The Bank has covenanted under the Indenture to use its best efforts to comply with all actions required to assure the continuing excludability of interest on the Series 2013 Bonds from gross income of the holders thereof for federal income tax purposes. Failure by the Bank to comply with such covenants could cause the interest on the Series 2013 Bonds to be includable in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2013 Bonds. In the Loan Agreement, the City has made certain covenants regarding the preservation of the tax-exempt status of the interest on the Series 2013 Bonds. The interest on the Series 2013 Bonds could become includable in gross income for federal income tax purposes in the event that the City fails to comply with certain of such covenants, including without limitation the covenant to rebate or cause to be rebated, if necessary, to the United States government all arbitrage earnings with respect to the Series 2013 Bonds under certain circumstances and the covenant to take all actions and to refrain from such actions as may be necessary to prevent the Series 2013 Bonds from being deemed to be "private activity bonds" under the Code. Such an event could adversely affect the exempt status of the interest on all of the Series 2013 Bonds retroactive to the date of issuance. See the caption "TAX MATTERS."

**Rating**

There is no assurance that the rating assigned to the Series 2013 Bonds at the time of issuance (see "RATING" herein) will not be lowered or withdrawn at any time, the effect of which could adversely affect the market price for and marketability of the Series 2013 Bonds. If and when a Bondholder elects

to sell a Series 2013 Bond prior to maturity, there is no assurance that a market will have been established, maintained and in existence for the purchase and sale of the Series 2013 Bonds, and there is no assurance as to the purchase price which a buyer would be willing to pay.

**Remedies; Litigation; Bankruptcy**

The remedies available to the Trustee, to the Bank or to the owners of the Series 2013 Bonds upon an Event of Default under the Indenture or under the terms of the Loan Agreement and the Series 2013 Note are in many respects dependent upon judicial actions which are often subject to discretion and delay.

In the event the City were to become a debtor under the Bankruptcy Code, payments under the Loan Agreement and the Series 2013 Note may be stayed or under certain circumstances may be subject to avoidance or disgorgement and the interest of the Trustee in such payments may not extend to payments required after the commencement of such bankruptcy case or within 90 days prior thereto. Under existing constitutional and statutory law and judicial decisions, including 11 U.S.C. Section 100 et seq. as amended and supplemented from time to time (the "United States Bankruptcy Code"), the remedies provided in the Indenture and under the Loan Agreement and the Series 2013 Note may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2013 Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally (regardless of whether such enforceability is considered in a proceeding in equity or at law), by general principles of equity (regardless of whether such proceeding is considered in a proceeding in equity or at law) and by the valid exercise of the constitutional powers of the State and the United States of America.

Furthermore, if a bankruptcy court concludes that the Trustee has "adequate protection," it may enter orders affecting the security of the Trustee, including orders providing for the substitution, subordination and sale of the security of the Trustee. In addition, a reorganization plan may be adopted even though it has not been accepted by the Trustee if the Trustee is provided with the benefit of its original lien or the "indubitable equivalent." Thus, in the event of the bankruptcy of the City, the amount realized by the Trustee may depend on the bankruptcy court's interpretation of "indubitable equivalent" and "adequate protection" under the then existing circumstances. The bankruptcy court may also have the power to invalidate certain provisions of the Loan Agreement, the Series 2013 Note or related documents that make bankruptcy and related proceedings by the City an Event of Default thereunder. All of these events would adversely affect the payment of debt service on the Series 2013 Bonds.

**Limitation on Enforceability of Security Interests**

The pledge of the Net Revenues granted by the City pursuant to the Loan Agreement may be limited by a number of factors, including the ability to collect revenues of the System from the customers thereof. In the event of any default by the City under the Loan Agreement, the Trustee may not be able to require System customers to make payments directly to the Trustee. Under current law, such a pledge and assignment as attempted to be effected by the Loan Agreement may be further limited by the following: (a) statutory liens; (b) rights arising in favor of the United States of America or any agency thereof; (c) prohibitions against assignment set forth in federal statutes; (d) constructive trusts, equitable liens or other rights which might be impressed or conferred by any state or federal court in the exercise of equitable jurisdiction; (e) federal bankruptcy laws affecting Net Revenues earned by the City within 90 days preceding and after any effectual institution of bankruptcy, liquidation or reorganization proceedings by or against the City; (f) rights of third parties in revenues converted to cash and not in the possession of the Trustee; and (g) those sales, liens and/or pledges made by the City as permitted under the Loan

Agreement. If an Event of Default does occur, it is uncertain that the Trustee could successfully obtain an adequate remedy at law or in equity.

**Possible Claims of Third-Party Creditors**

On February 2, 1990, the United States District Court for the District of Columbia held in *Martens v. Hadley Memorial Hospital*, 729 F. Supp. 1391 (D.D.C. 1990), that a judgment creditor of a beneficiary of the proceeds of tax exempt revenue bonds could satisfy its judgment from moneys held by a trustee in a debt service reserve fund pledged to secure the revenue bonds. The Court held that absent a default under the loan agreement pursuant to which the revenue bond proceeds were loaned to the borrower and the acceleration of the obligations under the loan agreement, the Trustee bank holding the debt service reserve fund could not prevent the judgment creditor from attaching the debt service reserve fund to satisfy the judgment. If the principles of the *Martens* case were applied by a court having jurisdiction over the Bank, there is risk that judgment creditors of the Bank could attach the funds securing the Series 2013 Bonds, including in particular, the Debt Service Reserve Fund.

## DESCRIPTION OF THE SERIES 2013 BONDS

**General Description**

The Series 2013 Bonds are issuable under the Indenture as fully registered bonds in the denomination of $5,000 or any integral multiple thereof. When issued, the Series 2013 Bonds will be registered in the name of and held by Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interests from DTC in the Series 2013 Bonds will be made in book-entry-only form (without certificates) in the denomination of $5,000 or any integral multiple thereof (see the heading, "Book-Entry-Only System" under this caption).

The Series 2013 Bonds will mature in the amounts and on the dates, and bear interest at the rates per annum, set forth on the inside of the front cover page of this Official Statement. Interest on the Series 2013 Bonds will be payable semiannually on each _____ 1 and _____ 1 of each year, commencing _____ 1, 20__. Interest will be calculated on the basis of a 360-day year consisting of twelve thirty-day months.

Each Series 2013 Bond will be dated the date of delivery thereof. If any Series 2013 Bond is authenticated on or prior to _____ 1, 20__, it will bear interest from its date of delivery. Each Series 2013 Bond authenticated after _____ 1, 20__, will bear interest from the most recent date on which interest was payable and has been paid on or prior to the date of authentication of such Series 2013 Bond, unless such Series 2013 Bond is authenticated after the fifteenth day of the month preceding an Interest Payment Date (the "Record Date") and on or prior to the next following Interest Payment Date, in which case such Series 2013 Bond will bear interest from such following Interest Payment Date.

The principal of the Series 2013 Bonds will be payable upon maturity or redemption at the principal corporate trust office of the Trustee in Jackson, Mississippi, upon presentation of the Series 2013 Bonds to be paid, and interest on the Series 2013 Bonds will be paid by check of the Trustee dated the due date and mailed or delivered on or before the Business Day prior to each Interest Payment Date to the registered owners of record as of the close of business on the most recent Record Date or, at the written election of the registered owner of $1,000,000 or more in aggregate principal amount of Series 2013 Bonds delivered to the Trustee at least one Business Day prior to the Record Date for which such election will be effective, by wire transfer to the registered owner or by deposit into the account of the registered owner if such account is maintained by the Trustee.

So long as DTC or its nominee is the registered owner of the Series 2013 Bonds, payments of the principal of, redemption premium, if any, and interest on the Series 2013 Bonds will be made directly by the Trustee by wire transfer of funds to Cede & Co., as nominee for DTC. Disbursement of such payments to the participants of DTC (the "DTC Participants") will be the sole responsibility of DTC, and the ultimate disbursement of such payments to the Beneficial Owners, as defined herein, of the Series 2013 Bonds will be the responsibility of the DTC Participants and the Indirect Participants, as defined herein. See the heading, "Book-Entry-Only System" under this caption.

**Book-Entry-Only System**

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Series 2013 Bonds. The Series 2013 Bonds 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 Series 2013 Bond certificate will be issued for the Series 2013 Bonds 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 the New York Banking Law, a "banking organization" within the meaning of the 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 Standard & Poor'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 Series 2013 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2013 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2013 Bond ("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 Series 2013 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2013 Bonds, except in the event that use of the book-entry system for the Series 2013 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2013 Bonds 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 Series 2013 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2013 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2013 Bonds 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 Series 2013 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2013 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2013 Bond documents. For example, Beneficial Owners of Series 2013 Bonds may wish to ascertain that the nominee holding the Series 2013 Bonds 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 shall be sent to DTC. If less than all of the Series 2013 Bonds 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 Series 2013 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Bank 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 Series 2013 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, principal payments, and interest payments on the Series 2013 Bonds 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 Bank or Trustee, 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, the Trustee or the Bank, 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 Bank or the Trustee, 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 Participates.

DTC may discontinue providing its services as depository with respect to the Series 2013 Bonds at any time by giving reasonable notice to the Bank or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2013 Bond certificates are required to be printed and delivered.

The Bank may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Series 2013 Bond certificates will be printed and delivered to DTC.

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

So long as Cede & Co. is the registered holder of the Series 2013 Bonds as nominee of DTC, references herein to the Holders, holders, or Registered Owners of the Series 2013 Bonds mean Cede & Co. and not the Beneficial Owners of the Series 2013 Bonds.

**THE BANK, THE TRUSTEE, THE CITY 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 SERIES 2013 BONDS (I) PAYMENTS OF PRINCIPAL OF OR INTEREST AND PREMIUM, IF ANY, ON THE SERIES 2013 BONDS; (II) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN SERIES 2013 BONDS; OR (III) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNERS OF THE SERIES 2013 BONDS, 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 BANK, THE CITY, THE TRUSTEE NOR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO SUCH DTC PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (1) THE SERIES 2013 BONDS; (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 SERIES 2013 BONDS; (4) THE DELIVERY BY ANY DTC PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE INDENTURE TO BE GIVEN TO BONDHOLDERS; (5) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE SERIES 2013 BONDS; OR (6) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.**

**Redemption**

Redemption Generally. If the City directs the Bank to redeem the Series 2013 Bonds in accordance with the Loan Agreement, the Bank has agreed under the Indenture to accept redemption and to redeem the Series 2013 Bonds in accordance with the Indenture.

Optional Redemption. The Series 2013 Bonds (or any portions thereof in integral multiples of $5,000 each) which mature on or after _____ 1, 20__, are subject to optional redemption prior to their stated dates of maturity in whole or in part, in principal amounts and maturities selected by the Bank on any date on or after _____ 1, 20__, at par plus accrued interest to the date of redemption.

Extraordinary Mandatory Redemption. The Series 2013 Bonds are also subject to extraordinary mandatory redemption prior to their stated dates of maturity in whole or in part, at any time, in inverse order of maturity, at a Redemption Price equal to the principal amount thereof plus accrued interest to the redemption date, from and to the extent that moneys are transferred from the Loan Account to the

Redemption Account created in the Indenture, funds are transferred from the Series 2013 Project Fund to the Redemption Account upon completion of the Construction Project and payment of all Costs of the Construction Project, as provided in the Loan Agreement, or otherwise deposited in the Redemption Account from proceeds received upon the prepayment prior to maturity of the Series 2013 Note upon a default under the Series 2013 Note and acceleration thereof.

The Bank intends to expend fully and expeditiously all amounts in the Loan Account promptly after the date of delivery of the Series 2013 Bonds for providing funds for the Loan to the City under the Loan Agreement secured by the Series 2013 Note. However, in the event and to the extent that funds deposited in the Loan Account from the proceeds of the Series 2013 Bonds are not used for such Loan, and the Bank determines not to provide such funds for the Loan to the City, moneys may be deposited in the Redemption Account and used for extraordinary mandatory redemption at any time. In the event that less than all of the Series 2013 Bonds are to be redeemed under the provisions for extraordinary mandatory redemption in the Indenture, the principal amount and the maturity of the Series 2013 Bonds to be redeemed will be selected in integral multiples of $5,000 by lot by the Trustee.

Notice of Redemption. Notice of the call for any redemption, identifying the Series 2013 Bonds (or any portions thereof in integral multiples of $5,000 each) to be redeemed, will be given by the Trustee at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for redemption by mailing a copy of the redemption notice by registered or certified mail to the registered owner of each Series 2013 Bond to be redeemed at the address shown on the registration records and to the Original Purchaser of the Series 2013 Bonds. Failure to mail such notice to any particular owner of Series 2013 Bonds, or any defect in the notice mailed to any such owner of Series 2013 Bonds, will not affect the validity of the call for the redemption of any other Series 2013 Bonds.

Redemption Payments. Prior to the date fixed for redemption, there must be on deposit with the Trustee sufficient funds to pay the redemption price of the Series 2013 Bonds called, together with accrued interest on the Series 2013 Bonds to the redemption date. After the redemption date, if proper notice of redemption by mailing has been given and sufficient funds have been deposited with the Trustee, interest will cease to accrue on the Series 2013 Bonds that have been called.

## APPLICATION OF THE PROCEEDS OF THE SERIES 2013 BONDS

The proceeds of sale of the Series 2013 Bonds which is equal to $_____ will be applied as follows:

### SOURCES OF FUNDS

Series 2013 Bonds Proceeds ..... $
Net Original Issue Premium

Total Sources of Funds ..... $

### USES OF FUNDS

For deposit in the Bond Issuance Expense Account of the
General Fund for payment of a portion of the

costs of issuing the Series 2013 Bonds and Series 2013 Note ..... $[1]

For deposit in the Loan Account of the
General Fund for the Loan to the
City to fund the Series 2013 Project Fund to be
Held by the Trustee under the Loan Agreement
In the amount of $_____+_ and to fund a portion of the Refunding
Project in the amount of $_____
Original Purchaser's Discount

Total Uses of Funds ..... $

## THE MISSISSIPPI DEVELOPMENT BANK

### General

The Bank was created in 1986 and is organized and existing under and by virtue of the Act as a separate body corporate and politic for the public purposes set forth in the Act. The Bank is not an agency of the State, is separate from the State in its corporate and sovereign capacity and has no taxing power.

The Bank is granted under the Act the power to borrow money and issue its bonds in such principal amounts as it shall deem necessary to provide funds to accomplish a public purpose or purposes of the State provided for under the Act, including the making of loans to local governmental units, such as the City, by entering into a loan agreement with local governmental units secured by notes.

### Organization and Membership of the Bank

The Bank is governed by a nine (9) member Board of Directors. The members of the Board of Directors are elected by the members of the Mississippi Business Finance Corporation (the "MBFC") at the time and place fixed by the MBFC's by-laws. Appointments are for terms of one year. The members of the Board of Directors are as follows:

| Name | Occupation | Term |
|---|---|---|
| Larry Benefield | Maintenance Director – Harrison County<br>Gulfport, Mississippi | 07/10/11 – 06/30/12 |
| Mack Brewer | Retired Finance Manager<br>McComb, Mississippi | 07/01/11 – 06/30/12 |
| N.L. Carson | Business Owner<br>Carthage, Mississippi | 07/01/11 – 06/30/12 |
| Richard Devoe | Certified Public Accountant<br>Oxford, Mississippi | 07/01/11 – 06/30/12 |
| William L. Freeman,<br>Vice President | Adjutant General, State of Mississippi<br>Jackson, Mississippi | 07/01/11 – 06/30/12 |
| Gary Harkins | Businessman<br>Brandon, Mississippi | 07/01/11 – 06/30/12 |

[1] Costs of Issuance include, but are not limited to, legal fees and expenses, rating agency fees, Underwriter's discount and the premiums for the Bond Insurance Policy and the Reserve Policy. Except for the Underwriter's discount and the Bond Insurance Policy and Reserve Policy premiums, the monies used for Costs of Issuance will be deposited in the Bond Issuance Expense Account of the General Fund.

| | | |
|---|---|---|
| Joel Horton | Banker<br>Vicksburg, Mississippi | 07/01/11 – 06/30/12 |
| Harold Lewis | Businessman<br>Philadelphia, Mississippi | 07/01/11 – 06/30/12 |
| William D. Sones,<br>President | Bank President & CEO<br>Brookhaven, Mississippi | 07/01/11 – 06/30/12 |

The operations of the Bank are administered by William T. Barry, Executive Director. Mr. Barry is a 1972 graduate of the University of Mississippi with a degree in Business.

**Prior Bonds of Bank**

The purpose of the Bank is to foster and promote, in accordance with the Bank Act, the borrowing of funds for public purposes by local governmental units. Under the Program, the Bank has previously issued bonds totaling in principal approximately $6,214,772,402.00. Of such amount, approximately $3,110,756,362.77 was outstanding as of May 1, 2013. For approximately $892,800,000, in principal amount of bonds of the Bank outstanding, the State's Legislature may determine to appropriate funds to the extent of any deficiency in a reserve fund established for such outstanding Bank bonds.

The Bank is presently considering the issuance under the Act of additional special obligation bonds for other purposes authorized under the Act.

The faith, credit and taxing power of the State and the Bank are not pledged to the payment of the principal of, premium, if any, and interest on any of the bonds issued or planned for issuance by the Bank and all such bonds are not a debt, liability, loan of the credit or pledge of the faith and credit of the State or the Bank.

**Operation of the Bank**

The purpose of the Bank is to address the financing needs of a broad array of local governmental units (as defined in the Act) in accordance with the provisions of Act. The Bank has determined to provide the Loan to the City under the Loan Agreement secured by the Series 2013 Note out of the proceeds of the Series 2013 Bonds. Upon the approval of the sale of the Series 2013 Bonds to the Original Purchaser, the City will be obligated to borrow funds from the Bank in accordance with the requirements of the Act and subject to the Loan Agreement for the Series 2013 Note.

The Act provides that the execution and delivery of the Loan Agreement and execution and delivery of the Series 2013 Note by the City, must be accompanied by all documentation required by the Board of Directors of the Bank, including an approving opinion of counsel to the City regarding the Loan Agreement and the Series 2013 Note. The Bank will be prepared to provide the funds for the Loan to the City promptly after the receipt of the proceeds of the Series 2013 Bonds by the Bank.

## REVENUES, FUNDS AND ACCOUNTS UNDER THE INDENTURE

**Creation of Funds and Accounts**

The Indenture establishes the following special Funds and Accounts to be held by the Trustee:

(a) General Fund - comprised of the following:

(i) General Account

(ii) Loan Account

(iii) Redemption Account

(iv) Bond Issuance Expense Account

(b) Debt Service Reserve Fund

(c) Special Reserve Fund

(d) Rebate Fund

**Deposit of Net Proceeds of the Series 2013 Bonds, Revenues and Other Receipts**

The Trustee will deposit the net proceeds from the sale of the Series 2013 Bonds as follows:

(a) To the Bond Issuance Expense Account of the General Fund, the amount of $_____ (excluding the premiums for the Municipal Bond Insurance Policy of $_____ to be paid directly to the Bond Insurer by the Original Purchaser on the date of delivery of the Series 2013 Bonds) to pay a portion of the costs of issuance of the Series 2013 Bonds and Series 2013 Note; and

(c) To the Loan Account of the General Fund, the sum of $_____ to be used to provide the funds for the Loan to the City. The City will direct the Trustee to pay a portion of the Loan Proceeds in the amount of $_____ to the 2013 Note Paying Agent, as hereinafter defined, which will provide sufficient funds to effectuate the Refunding Project including the current refunding of the Refunded Note, as hereinafter defined. The City will deposit the remaining balance of the Loan Proceeds in the amount of $_____ received from the Bank to the credit of the Series 2013 Project Fund created under the Loan Agreement and held by the Trustee to finance the Costs of the Construction Project.

The Trustee will deposit Revenues, as defined in the Indenture, and other receipts (except the proceeds of the Series 2013 Bonds, interest earnings on any amounts in the Rebate Fund and moneys received by the Bank from the sale or prepayment prior to maturity of the Series 2013 Note) into the General Account of the General Fund, and will deposit any moneys received from the sale or prepayment prior to maturity of the Series 2013 Note into the Redemption Account of the General Fund. Note Payments due under the Series 2013 Note are required to be remitted monthly to the Trustee for deposit in the General Account under the Indenture to provide sufficient funds by at least five (5) days prior to each Interest Payment Date to provide funds for the debt service payments on the Series 2013 Bonds. The Trustee will deposit the proceeds of any Refunding Bonds as provided in the supplemental indenture authorizing the issuance of such Refunding Bonds.

## OPERATION OF FUNDS AND ACCOUNTS UNDER THE INDENTURE

**General Fund**

General Account. The Trustee will disburse the amounts held in the General Account for the following purposes, and, in the event of insufficient funds to make all of such required disbursements, in the following order of priority:

(a) On or before 30 days after each anniversary of the issuance of the Series 2013 Bonds, the amounts to be transferred to the Rebate Fund.

(b) On or before three (3) Business Days prior to any Interest Payment Date, to the Trustee such amounts as may be necessary to pay the principal and interest coming due on the Series 2013 Bonds on such Interest Payment Date.

(c) As soon as funds become available, to the Debt Service Reserve Fund in sufficient amounts to meet the Debt Service Reserve Requirement.

(d) As necessary and in accordance with the Indenture, such amounts as may be necessary to pay any Program Expenses of the Bank.

(e) After making all required payments under subparagraphs (a) through (d) above, to the Special Reserve Fund, any amounts in excess of amounts needed to pay principal and interest on the Series 2013 Bonds within the following twelve months after taking into account currently available moneys in the General Account plus those amounts which the Trustee reasonably expects to receive; provided, however, any excess under this paragraph (e) shall be transferred to the City at the request of the City with the prior written consent of the Bank

Bond Issuance Expense Account. Upon receipt of invoices or requisitions acceptable to the Trustee, the Trustee will disburse the amounts held in the Bond Issuance Expense Account for the payment or reimbursement of the costs related to the authorization, sale and issuance of the Series 2013 Bonds and the costs related to the issuance and delivery of the Series 2013 Note, including, but not limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Trustee, legal fees and charges, professional consultants' fees, costs of credit ratings, fees and charges for execution, transportation and safekeeping of the Series 2013 Bonds and other related costs, charges and fees. On the date which is sixty (60) days after the date of issuance of the Series 2013 Bonds, any amounts remaining in the Bond Issuance Expense Account will be transferred to the General Account.

Loan Account. Upon submission of a duly authorized written certificate of an authorized officer of the Bank stating that all requirements for the Loan under the Act, the Indenture and the established policies of the Bank have been or will be met, the Trustee will disburse the amounts held in the Loan Account to the City as Loan Proceeds under the Loan Agreement. At the direction of the City, the Trustee, acting for and on behalf of the City, will remit a portion of the Loan proceeds to the 2013 Note Paying Agent, which will be sufficient for the current refunding of the Refunded Note.

Amounts remaining in the Loan Account after providing the Loan to the City shall be transferred to the Redemption Account for redemption of the Series 2013 Bonds (see the caption "THE SERIES 2013 BONDS - Redemption - Extraordinary Mandatory Redemption").

Redemption Account. The Trustee will deposit in the Redemption Account all moneys received upon the sale or prepayment prior to maturity of the Series 2013 Note, upon a default under the Series 2013 Note and acceleration thereof, surplus funds from the Series 2013 Project Fund pursuant to the Loan Agreement and all other moneys required to be deposited therein pursuant to the provisions of the Indenture. Moneys in the Redemption Account shall be used to redeem Series 2013 Bonds. Such

redemption shall be made pursuant to an extraordinary redemption under the provisions of Article IV of the Indenture. The Trustee shall pay the interest accrued on the Series 2013 Bonds so redeemed to the date of redemption from the General Account and the Redemption Price from the Redemption Account.

**Debt Service Reserve Fund**

Except for transfers to the General Account of the General Fund described below, the Trustee will disburse available funds held in the Debt Service Reserve Fund solely for the payment of principal and interest coming due on the Series 2013 Bonds, and only in the event and to the extent that moneys in the General Account and the Redemption Account, of the General Fund and from the Special Reserve Fund, are not sufficient to make such payments. In the event that moneys are withdrawn from the Debt Service Reserve Fund pursuant to the Indenture and the Loan Agreement the City is obligated to restore the Debt Service Reserve Fund to an amount equal to the Debt Service Reserve Requirement. Any obligation of the Bank to restore any deficiency in the Debt Service Reserve Fund to an amount equal to the Debt Service Reserve Requirement shall be a limited obligation of the Bank payable solely from Revenues as provided in the Indenture. Pursuant to the Indenture, failure by the Bank to restore the Debt Service Reserve Fund to an amount equal to its Debt Service Reserve Requirement within 360 days after the end of the Fiscal year during which a deficiency occurs is an Event of Default thereunder. See also the discussion of the Debt Service Reserve Fund under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS - Debt Service Reserve Fund."

Amounts in the Debt Service Reserve Fund in excess of the Debt Service Reserve Requirement will be transferred to the General Account of the General Fund; provided, however, such amounts in excess of the Debt Service Reserve Requirement shall be paid to the City upon receipt of the prior written approval of the Bank.

The City may, at any time, provide the Trustee with a Reserve Fund Credit Facility to be substituted for all or a portion of the amount of money and investments in the Debt Service Reserve Fund equal to the amount available for drawing under such Reserve Fund Credit Facility; provided that such right of substitution shall be subject to certain conditions. See the discussion of the Debt Service Reserve Fund under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS - Debt Service Reserve Fund" for a description of such conditions.

Initially, the Debt Service Reserve Fund will be funded with the Reserve Policy of the Bond Insurer.

**Special Reserve Fund**

The Trustee will disburse the funds held in the Special Reserve Fund as follows:

(i) On the second Business Day prior to an Interest Payment Date, if there are not sufficient moneys in the General Account to pay the interest or principal coming due on the Series 2013 Bonds, to the General Account to the extent of such deficiency.

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

**Rebate Fund**

Upon the direction of the Bank and in accordance with the memorandum of compliance or similar document regarding the expenditure and investment of the proceeds of the Series 2013 Bonds provided by the Bank under the Indenture (the "Memorandum of Compliance"), the Trustee will deposit amounts for the benefit of the Bank from the General Account of the General Fund into the Rebate Fund and will deposit into the Rebate Fund all income from investments in the Rebate Fund. In the event and to the extent that amounts in the Rebate Fund exceed the amounts required to be rebated to the United States of America, the Trustee will transfer such excess amounts to the General Account of the General Fund upon the direction of the Bank in accordance with the Memorandum of Compliance.

Not more than sixty (60) days after _____ 1, 2018, and at intervals of every five (5) years thereafter, upon the written request of the Bank, the Trustee will pay to the United States of America ninety percent (90%) of the amount required to be paid to the United States of America as of such payment date. Not later than sixty (60) days following the retirement of all of the Series 2013 Bonds, upon the written request of the Bank, the Trustee will pay to the United States of America 100% of the amount to be paid to the United States of America. Each payment to the United States of America will be accompanied by a statement of the Bank summarizing the determination of the amount of such payment, together with copies of any reports originally filed with the Internal Revenue Service with respect to the Series 2013 Bonds.

With respect to the Rebate Fund, the Bank may direct the Trustee to proceed other than as set forth in the Indenture and described above by delivering to the Trustee a new Memorandum of Compliance accompanied by an Opinion of Bond Counsel to the effect that compliance with such memorandum will not adversely affect the excludabililty from gross income for federal income tax purposes of the interest on the Series 2013 Bonds.

**Amounts Remaining in Funds or Accounts**

Any amounts remaining in any Fund or Account after full payment of all of the Series 2013 Bonds Outstanding under the Indenture, all required rebates to the United States of America and the fees, charges and expenses of the Trustee will be distributed to the City, except as provided in Section 3.08 of the Indenture which deals with nonpresentment of Series 2013 Bonds.

**Investment of Funds**

Any moneys held as part of any Fund or Account created under or pursuant to Article VI of the Indenture and the Rebate Fund shall be invested or reinvested by the Trustee as continuously as reasonably possible in such Investment Securities as may be directed by the Bank (such direction to be confirmed in writing). All such investments shall at all times be a part of the Fund or Account in which the moneys used to acquire such investments had been deposited and, except as provided in Article VI, all income and profits on such investments, other than from moneys on deposit in the Rebate Fund shall be deposited as received in the General Account of the General Fund; provided that investment income, if any, from assets held in the Debt Service Reserve Fund shall be retained in such Debt Service Reserve Fund to the extent of any deficiency in the Debt Service Reserve Requirement therein

The Bank (a) has certified in the Indenture to the owners of the Outstanding Series 2013 Bonds that moneys on deposit in any Fund or Account in connection with the Series 2013 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2013 Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Series 2013 Bonds to lose the excludability from gross income for federal income tax purposes and (b) has covenanted in the Indenture with the owners of the Outstanding Series 2013 Bonds that, so long as any of the Series 2013 Bonds remain Outstanding, moneys on deposit in any Fund or Account established in connection with the

Series 2013 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2013 Bonds or from any other source, will not be used in any manner which will cause the interest on the Series 2013 Bonds to become subject to federal income taxation.

## THE LOAN AGREEMENT AND THE SERIES 2013 NOTE

### General

The Bank shall loan the proceeds of the Series 2013 Bonds to the City pursuant to the terms and provisions of the Loan Agreement which the Bank will assign (except certain rights retained by the Bank) to the Trustee pursuant to the terms and provisions of the Indenture. To further secure the payment of the Series 2013 Bonds pursuant to the Loan Agreement, the City will execute and deliver the Series 2013 Note, which Series 2013 Note and the Note Payments the Bank has assigned or will assign to the Trustee.

To further secure the payment of the Series 2013 Bonds, the City will pledge the Net Revenues, as defined hereinafter, of the System.

### Application of Loan Proceeds

Simultaneously with the delivery of the Series 2013 Bonds by the Trustee, the Net Proceeds of the Series 2013 Bonds will be transferred by the Trustee, as the assignee for the Bank under the Loan Agreement and the Series 2013 Note, as follows:

> $_____ to the Series 2013 Project Fund held by the Trustee under the Loan Agreement and disbursed pursuant to requisitions received from the City for the Costs of the Construction Project.

### Refunding of the Refunded Note

Upon receipt of the Net Proceeds of the Series 2013 Bonds, the Trustee, as the direction of the City, will pay a portion of the Net Proceeds directly to the 2013 Note Paying Agent, the amount noted in the previous section. Said payment shall constitute sufficient funds for the current refunding of all outstanding maturities of the 2013 Note, maturing in the years 20__ through 20__, both inclusive (the "Refunded Note"). The Loan proceeds deposited with the 2013 Note Paying Agent will be sufficient to pay the debt service on the Refunded Note on _____ 1, 20___.

### Plans and Specifications; Construction; the Construction Project

At or prior to delivery of the Series 2013 Bonds, but in all events prior to any disbursement of Loan Proceeds from the Series 2013 Project Fund, if requested, the City shall submit all Plans and Specifications, architect's agreements and construction contracts to the Trustee. The City shall construct and equip or cause to be constructed and equipped the Construction Project substantially in accordance with the Plans and Specifications. The City shall obtain all approvals requisite to the construction and installation of the Construction Project, and shall construct and install the Construction Project in compliance with all federal, State and local laws and regulations; provided however, no such law or laws and regulations shall discriminate against the City. Upon completion of the Construction Project, the City will furnish to the Trustee and the Bank, if requested, copies of all required permits and authorizations authorizing the occupancy and uses of the Construction Project for the purposes contemplated by the City. The City will take such action and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts, including the correction of any defective work. Any amounts recovered as damages, refunds, adjustments or otherwise in connection with the

foregoing (a) if the City has corrected, at its own expense, the matter which gave rise to such default or breach, shall be paid to the City or (b) if the City has not corrected, at its own expense, the matter which gave rise to such default or breach, shall be paid to the Trustee for deposit into the Series 2013 Project Fund unless recovered after delivery of the Completion Certificate, as hereinafter defined, and full disposition of the Series 2013 Project Fund in accordance with Section 3.5 of the Loan Agreement, in which case they shall be paid into the General Account under the Indenture.

**Completion of Construction**

The City shall construct and install the Construction Project with all reasonable dispatch and shall cause the Construction Project to be completed on or before the Completion Date.

**Payment for Construction Project**

Payments of Costs of the Construction Project by the City including Costs of the Construction Project expended or incurred as of the time of delivery of the Series 2013 Bonds, shall be made from time to time by the City pursuant to requisitions submitted to the Trustee, out of the Series 2013 Project Fund upon presentation to the City (with copies to be furnished to the Bank upon its request) of invoices or statements from a contractor, vendor or other payee or other document reasonably acceptable to the City.

Construction costs may have to be paid in advance of work or while work is in progress, but prior to acceptable completion. The City may at its discretion make payments for such construction cost based on its reliance upon the acceptable completion of such work.

Money in the Series 2013 Project Fund except as otherwise provided herein, shall be used solely by the Trustee for making disbursements pursuant to requisitions from the City for payment of the Costs of the Construction Project as provided in the Loan Agreement.

**Completion of Construction Project**

The completion of the Construction Project shall be evidenced to the Trustee (and the Bank upon its request) by a certificate of completion (the "Completion Certificate") signed by an Authorized City Representative to the effect that, except for amounts retained in the Series 2013 Project Fund for the payment of Costs of the Construction Project not then due and payable, which shall be retained by the City in the Series 2013 Project Fund held by the Trustee as provided in the Loan Agreement, the Construction Project has been constructed and installed and substantially completed as of a date stated in such Completion Certificate to the City's satisfaction and in substantial accordance with the Plans and Specifications, and is suitable and sufficient for its purposes.

The Completion Certificate shall specify the date as of which construction of the Construction Project was substantially completed. Notwithstanding the foregoing, the Completion Certificate shall state that it is given without prejudice to any rights the Bank or the City may have against third parties which may exist at the date of such Completion Certificate or which may subsequently come into being.

If additional payments out of the Series 2013 Project Fund are then required, such payments shall be delivered by the City in the form specified in Section 3.3(a) of the Loan Agreement.

Upon receipt of the items specified above and in Section 3.3 of the Loan Agreement, the City shall requisition the Trustee for payment to the City or any payee designated by the City, of the amount requested, including any amount withheld pursuant to Section 3.4 of the Loan Agreement.

**Disposition of Surplus Funds**

If any moneys remain in the Series 2013 Project Fund (excluding moneys earned on investments made pursuant to the Indenture) after the Completion Date and after payment of all costs then due and payable, such moneys (except for amounts retained in the Series 2013 Project Fund for payment of Costs of the Construction Project incurred but not then due and payable, which amounts shall, notwithstanding anything to the contrary contained in Section 3.4 of the Loan Agreement, be disbursed to, or on the order of, the City on the terms and conditions set forth in Section 3.3 of the Loan Agreement) shall be used to redeem a portion of the principal of the Series 2013 Bonds at par in the manner provided in the Indenture. Any portion of such moneys not so applied to the redemption of the Series 2013 Bonds shall be deposited in the General Account. Interest earned from investments and held in the Series 2013 Project Fund held by the Trustee under the Loan Agreement, are to be used by the City for the Construction Project and to the extent not needed for the Construction Project, will be used by the City to pay interest on Series 2013 Bonds accrued during and following the construction of the Construction Project until fully utilized, and not to redeem Series 2013 Bonds.

**Insufficient Loan Proceeds**

If the moneys in the Series 2013 Project Fund including interest earned thereon held in the Series 2013 Project Fund, are not sufficient to pay fully the complete Costs of the Construction Project, the City will nonetheless complete the Construction Project and will, at its sole expense, pay all such additional expenses as may be necessary to complete the Construction Project substantially in accordance with the Plans and Specifications and shall equip it for operation. The Bank does not make any warranty, either express or implied, that the moneys which will be paid into the Series 2013 Project Fund including interest earned thereon held in the Series 2013 Project Fund, and which, under the provisions of the Loan Agreement, will be available for payment of the Costs of the Construction Project, will be sufficient to pay all such costs. If after exhaustion of the moneys in the Series 2013 Project Fund, including interest earned thereon held in the Series 2013 Project Fund, the City pays any portion of the Costs of the Construction Project, it shall not be entitled to any reimbursement therefor from the Bank, the Trustee or the Bondholders, nor shall it be entitled to any diminution or postponement of the Basic Payments or Additional Charges payable under the Loan Agreement and the Series 2013 Note.

**The Loan**

The Bank agrees, upon the terms and conditions specified in the Loan Agreement, to lend to the City the Net Proceeds received by the Bank from the sale of the Series 2013 Bonds, by causing such Net Proceeds to be deposited with the Trustee for disposition as provided in the Loan Agreement and in the Indenture. The amount of the Loan shall also be deemed to include any "discount" or any other amount by which the aggregate price at which the Bank sells the Series 2013 Bonds to the Original Purchaser is less than the aggregate principal amount of the Series 2013 Bonds. The obligation of the Bank to make the Loan shall be deemed fully discharged upon so depositing the Net Proceeds of the Series 2013 Bonds with the Trustee as set forth in the Loan Agreement.

**Basic Payments Under the Loan Agreement**

Subject to the provisions for prepayment set forth in Section 9.2 of the Loan Agreement, the City agrees to pay the Loan as follows:

(a) The City shall pay to the Trustee for the account of the Bank an amount equal to the aggregate principal amount of the Series 2013 Bonds Outstanding and, as interest on its obligation to pay such amount, an amount equal to interest on the Series 2013 Bonds, such amounts to be paid on the first

day of each month commencing _____ 1, 20__ for interest payments and commencing _____ 1, 20___ for principal payments, as follows:

(i) an amount equal to one-sixth (1/6th) or such applicable fraction necessary to provide the interest due on the Outstanding Series 2013 Bonds on the next succeeding Interest Payment Date; and

(ii) an amount equal to one-twelfth (1/12th) or such applicable fraction necessary to provide the next installment of principal becoming due on the Series 2013 Bonds;

provided, however, that the obligation of the City to make any such payment hereunder shall be reduced by the amount of any reduction under the Indenture of the amount of the corresponding payment required to be made by the Bank thereunder; and

(b) The City shall pay to the Trustee for deposit in the General Account of the General Fund under the Indenture for any Outstanding Series 2013 Bonds the amounts required for the payment of the purchase or Redemption Price including accrued interest on Outstanding Series 2013 Bonds being redeemed or purchased for retirement, and in each such case, such amounts shall be applied by the Trustee to such payments.

The City shall remit to the Trustee for deposit into the General Account of the General Fund under the Indenture (i) monthly those amounts as set forth in the Loan Agreement due under the Series 2013 Note and required to provide sufficient funds for the payment of the principal of and the interest due on the Outstanding Series 2013 Bonds to be on deposit in the General Account of the General Fund at least five (5) days prior to any Interest Payment Date, and (ii) the amounts required for the payment of the purchase or Redemption Price including accrued interest on Outstanding Series 2013 Bonds being redeemed or purchased for retirement, and in each such case, such amounts shall be applied by the Trustee to such payments.

(c) On the first day of ___ and ____ of each year, commencing ____ 1, 20__, and ending on _____ 1, 20____, the City shall provide to the Trustee a certificate executed by an Authorized City Representative, advising that there are insufficient legally available Net Revenues of the System to make the payments due on the next Interest Payment Date; however, such certificate is not required if it is determined that there are sufficient legally available Net Revenues of the System to make the payment due on the next Interest Payment Date.

**Pledge of Net Revenues of the System**

The principal of and interest on the Series 2013 Note and other amounts due under the Loan Agreement shall be payable solely from the gross revenues of the System less operating and maintenance expenses of the System (the "Net Revenues"), subject to the parity lien of the 2006 Note and the 2012 Note. Such an amount of the Net Revenues of the System as will provide for the payments due under the Series 2013 Note, the 2006 Note, the 2012 Note, the 2006 Loan Agreement, the 2012 Loan Agreement and the Loan Agreement, as the same shall become due, is hereby irrevocably pledged to said purpose. The Series 2013 Note or the Loan Agreement does not constitute an indebtedness of the City within the meaning of any constitutional or statutory restriction, limitation or provision, and the taxing power of the City is not pledged to the payment of the obligations under the Loan Agreement or the Series 2013 Note, either as to principal or interest.

**Additional Charges**

The City agrees to pay as additional charges, when due, each and all of the following:

(a) all Issuance Expenses;

(b) upon demand of the Trustee, all fees of the Trustee for services rendered under the Indenture and all fees and charges of the paying agent, registrars, legal counsel, accountants, public agencies and others incurred in the performance of Trustee services required under the Indenture for which the Trustee and such other persons are entitled to payment or reimbursement; provided that after payment in full thereof the City may, without creating a default under the Loan Agreement, contest in good faith the necessity or reasonableness of any such services, fees or expenses other than the Trustee's fees for ordinary services as set forth in the Indenture, paying agency fees and any fees or charges of public agencies;

(c) the Administrative Expenses of the Bank and the Trustee, and all other reasonable expenses incurred by the Bank and Trustee in relation to the Series 2013 Project which are not otherwise required to be paid by the City under the terms of the Loan Agreement and all indemnity payments required to be made under Section 8.4 of the Loan Agreement;

(d) any and all out-of-pocket costs and expenses (including, without limitation, the reasonable fees and expenses of any counsel, accountants, appraisers or other professionals) incurred by Trustee or the Bank at any time, in connection with (i) the preparation, negotiation and execution of the Loan Agreement, the Indenture, the Series 2013 Note, and all other Bond Documents, any amendment of or modification of the Loan Agreement, the Indenture, the Series 2013 Note or the other Bond Documents (including in connection with any sale, transfer, or attempted sale or transfer of any interest in the Loan Agreement to a participant or assignee); (ii) any litigation, contest, dispute, suit, proceeding or action, whether instituted by Bank, the Trustee, the City or any other person in any way relating to the Series 2013 Project, the Series 2013 Note, the other Bond Documents, or the City's affairs; (iii) any attempt to enforce any rights of the Trustee or the Bank against the City or any other person which may be obligated to the Trustee and/or the Bank by virtue of the Loan Agreement, the Series 2013 Note, the other Bond Documents or any other Series 2013 Project documents; (iv) any action to protect, collect, sell, liquidate or otherwise dispose of the System, including the Construction Project; and (v) performing any of the obligations relating to or payment of any obligations of the City under the Loan Agreement in accordance with the terms of the Loan Agreement or any other Bond Document;

(e) if there is on deposit in the Debt Service Reserve Fund an amount less than the Debt Service Reserve Requirement as of any Interest Payment Date based on the Trustee's valuation under Section 6.08 of the Indenture, the City will pay directly to the Trustee an amount for deposit into the Debt Service Reserve Fund which, when added to the amount on deposit in the Debt Service Reserve Fund equals the Debt Service Reserve Requirement, such payment to be made within thirty (30) days after the applicable Interest Payment Date; and

(f) upon notice by the Trustee that any event described in Section 6.08 of the Indenture has occurred, the City will make or cause to be made the required payments to replenish the Debt Service Reserve Fund within five (5) days of such notice which payment may be made from proceeds of the drawing under a Reserve Fund Credit Facility.

**City's Obligations Unconditional**

The City will not suspend or discontinue any Basic Payments or Additional Charges, and will perform and observe all of its other agreements in the Loan Agreement, and, except as expressly permitted in Section 9.2 of the Loan Agreement (regarding the City's option of prepayment), will not

terminate the Loan Agreement for any cause, including but not limited to any acts or circumstances that may constitute failure of consideration, destruction or damage to the Construction Project, the taking of the Construction Project by condemnation or otherwise, the lawful prohibition of the City's use of the Construction Project, the interference with such use by any private person or corporation, the invalidity or unenforceability or lack of due authorization or other infirmity of the Loan Agreement or the Series 2013 Note, or lack of right, power or authority of the Bank to enter into the Loan Agreement, eviction by paramount title, commercial frustration of purpose, bankruptcy or insolvency of the Bank or the Trustee, change in the tax or other laws or administrative rulings or actions of the United States of America or of the State of Mississippi or any political subdivision thereof, or failure of the Bank to perform and observe any agreement, whether express or implied or any duty, liability or obligation arising out of or connected with the Loan Agreement or the Series 2013 Note, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the Basic Payments and other amounts payable by the City under the Loan Agreement shall be paid in full when due without any delay or diminution whatever.

**Assignment of Bank's Rights**

As security for the payment of the Series 2013 Bonds, the Bank will pledge the amounts payable under the Loan Agreement and under the Series 2013 Note and assign, without recourse or liability, to the Trustee, the Bank's rights under the Loan Agreement (except certain rights retained by the Bank) and the Series 2013 Note. The rights pledged and assigned by the Bank under the Loan Agreement will include the right to receive payments under the Loan Agreement (except the right to receive payments, if any, under Sections 4.4, 6.8, 8.4, 10.5, 11.8 and 11.11 of the Loan Agreement), and the Bank hereby directs the City to make said payments directly to the Trustee. The City herewith assents to such assignment and will make payments under the Loan Agreement directly to the Trustee without defense or setoff by reason of any dispute between the City and the Trustee.

**Establishment of Loan Agreement Funds**

(1) The following Loan Agreement Funds are hereby created and established as 2013 Loan Agreement Funds to be held by the City in connection with the Series 2013 Note:

(a) Series 2013 Project Fund; and

(b) Series 2013 Debt Service Fund;

(2) The following Loan Agreement Funds were established by the 2006 Loan Agreement for the 2006 Note and other bonds issued on parity with the 2006 Bonds, and will be utilized to account for the System Revenues securing the Loan:

(a) 2006 Debt Service Fund

(b) 2006 Revenue Fund;

(c) 2006 Operation and Maintenance Fund; and

(d) 2006 Contingent Fund.

(3) The following Loan Agreement Funds were established by the 2012 Loan Agreement for the 2012 Note and other bonds issued on parity with the 2012 Bonds, and will be utilized to account for the System Revenues securing the Loan:

(a) 2012 Debt Service Fund

The amounts in all such Loan Agreement Funds shall be held by the City. Moneys held by the City shall be deposited with one or more Depositories in accordance with applicable law. All moneys or securities deposited with the Trustee or any Depository or received by the City pursuant to the Loan Agreement shall be held in trust and applied only in accordance with the provisions of the Loan Agreement and shall be considered trust funds for the purposes of the Loan Agreement.

The City may establish within any Loan Agreement Fund held by the City such accounts as shall be designated by this Loan Agreement or in the written instructions of an Authorized City Representative and shall in like manner establish within any account such sub-accounts for the purposes of such accounts as shall be so designated.

**Series 2013 Project Fund**

There shall be deposited into the Series 2013 Project Fund the amounts required to be so deposited by the provisions of the Loan Agreement. There may also be paid into the Series 2013 Project Fund at the option of the City, any moneys received by the City from any other source, unless required to be otherwise applied as provided by the Loan Agreement. All earnings on the investment of moneys in the Series 2013 Project Fund shall be accumulated therein for the purposes set out in Section 5.2 of the Loan Agreement.

Except as otherwise provided herein, amounts in the Series 2013 Project Fund shall be applied only to pay the Costs of the Construction Project, Issuance Expenses, to reimburse the City for certain expenditures and for the payment of any indebtedness incurred by the City for such purposes.

To the extent that the amounts in any other Loan Agreement Fund created under the Loan Agreement are insufficient or unavailable therefor, amounts on deposit in the Series 2013 Project Fund may be applied to pay the Series 2013 Note when due, but only in the event that there shall have been filed with the Trustee (a) a certificate of an Authorized City Representative in form and substance satisfactory to the Trustee stating (i) that the Net Revenues expected to be received thereafter together with such other specified amounts as are expected to be made available therefor by the City will be sufficient to pay in full all Outstanding Series 2013 Bonds when and as the same shall become due in accordance with their terms, (ii) that such payment will not result in a violation of the provisions of Section 8.5 of the Loan Agreement, and (iii) in reasonable detail, the basis for such certification, and (b) an Opinion of Counsel satisfactory to the Trustee that such payment will not result in a violation of any applicable existing law.

At any time, the City may apply amounts in the Series 2013 Project Fund to the prepayment of the Series 2013 Note in accordance with its terms and the provisions of Section 9.2 of the Loan Agreement, but only to the extent that such amounts are not required to be retained therein for the purpose of meeting any existing obligations of the City as evidenced by the certificate of an Authorized City Representative.

**2006 Revenue Fund**

All System Revenues shall be set aside as collected by the City and shall be deposited into the 2006 Revenue Fund to be utilized for the purpose of accounting for System Revenues. Monies in said fund shall not be subject to lien or attachment by any creditor of the City and shall be allocated and deposited by an Authorized City Representative to the extent available in the order of preference as set forth in the Loan Agreement without further direction of or action by the City.

**2006 Operation and Maintenance Fund**

In addition to amounts required to be deposited in the 2006 Operation and Maintenance Fund pursuant to Section 5.3(1) of the Loan Agreement, there may also be deposited in the 2006 Operation and Maintenance Fund, at the option of the City, any other moneys of the City, unless required to be otherwise applied as provided by the Loan Agreement. Moneys in the 2006 Operation and Maintenance Fund shall be applied by the City to the payment of Operating Expenses as they accrue in accordance with the Annual Budget. Any amount in such Loan Agreement Fund in excess of the amount required to make the aforesaid payments may be transferred and deposited to any other Loan Agreement Fund or Loan Agreement Funds pursuant to the priorities established in Section 5.3 of the Loan Agreement.

**2006 Contingent Fund**

Funds in the 2006 Contingent Fund may be (i) transferred to the 2006 Operation and Maintenance Fund at the discretion of the City to cover any deficiency therein or for any expenditure as a result of an unforeseen circumstance; or (ii) utilized by the City for capital projects for the System as set forth in the City's budget for the System.

**Series 2013 Debt Service Fund**

Pursuant to the terms and conditions of the Loan Agreement, the City shall pay out of the Series 2013 Debt Service Fund to the Trustee for deposit in the General Account of the General Fund under the Indenture for any Outstanding Series 2013 Bonds, the amounts required for the payment of the principal of and the interest due on the Outstanding Series 2013 Bonds five (5) days prior to such Interest Payment Date and the amounts required for the payment of the purchase or Redemption Price including accrued interest on Outstanding Series 2013 Bonds being redeemed or purchased for retirement, and in each such case, such amounts shall be applied by the Trustee to such payments.

**Construction Project and System Operation and Maintenance**

The City shall at all times operate, or cause to be operated, the System properly and in accordance with all applicable State and federal regulations with good operating procedures applicable to all similar facilities and in a sound, efficient and economical manner so as to ensure that capacity is available, and shall maintain, preserve, and keep the same or cause the same to be maintained, preserved, and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make, or cause to be made, all ordinary, necessary and proper repairs, replacements and renewals so that at all times the operation of the System may be properly and advantageously conducted, and, if any useful part of the System is damaged or destroyed, the City shall, as expeditiously as may be possible, commence and diligently prosecute the ordinary replacement or reconstruction of such part so as to restore the same to use.

**Transfer of City's Interest in the Construction Project and/or the System**

The City shall not:

(a) directly or indirectly sell, assign, transfer, convey, lease or dispose of the Construction Project and/or the System, or any part thereof or any interest or estate therein, whether legal, equitable, beneficial or possessory including, but not limited to, (i) any conveyance into trust or (ii) any conveyance, sale or assignment of the beneficial interest in any trust holding title to the Construction Project and/or the System; or

(b) subject or permit the Construction Project and/or the System or any portion thereof or interest therein (whether legal, equitable, beneficial or otherwise) or estate in any thereof (including the right to receive the revenues therefrom) directly or indirectly, to any mortgage, deed of trust, lien, claim, security interest, encumbrance or right.

**Rates and Charges**

(a) The City shall with respect to all direct or indirect connection with, and all use and services of, the System and the Construction Project, make, impose, charge and collect service rates, charges and other fees in accordance with Section 21-27-23 of the Mississippi Code of 1972, as amended and in accordance with those rate covenants in the 2006 Loan Agreement and the 2012 Loan Agreement until payment in full of the Prior Debt and those rate covenants in the Parity Loan Agreement and the Loan Agreement until payment in full of the Parity Note and the Series 2013 Note and discharge of the obligations of the City under the 2006 Loan Agreement, the 2012 Loan Agreement and the Loan Agreement.

(b) Except as provided in subsection (c) below, the schedule of rates, charges and fees for services furnished by the System and the Construction Project will not be revised so as to result in a decrease of System Revenues.

(c) The schedule of rates, charges and fees referred to in subsection (b) of this section will not be reduced unless:

(i) the amount then on deposit in the Debt Service Reserve Fund shall not be less than an amount equal to the Debt Service Reserve Requirement required to be on deposit therein pursuant to the Indenture; and

(ii) the Net Revenues for the preceding Fiscal Year shall be certified by an Independent Accountant to have been not less than one hundred five percent (105%) of the aggregate of all debt service payments on the Parity Debt and the Series 2013 Note and any Parity Indebtedness, and payments, if any, required to be made to the credit of the 2006 Debt Service Reserve Fund for the 2006 Bonds, the 2012 Debt Service Reserve Fund for the 2012 Bonds and the Debt Service Reserve Fund for the Series 2013 Bonds.

(d) No later than sixty (60) days after the end of each Fiscal Year, the rates, charges and fees established for the System and the Construction Project will be reviewed by the City and will be adjusted whenever necessary or proper so that the Net Revenues in each Fiscal Year will not be less than one hundred five percent (105%) of the aggregate of all debt service payments on the Parity Debt and the debt service payments on the Series 2013 Note and the payments, if any, required to be made to the credit of the 2006 Debt Service Reserve Fund for the 2006 Bonds, the 2012 Debt Service Reserve Fund for the 2012 Bonds and Debt Service Reserve Fund for the Series 2013 Bonds and all other required fund allocations and other payments provided for in the 2006 Loan Agreement, the 2012 Loan Agreement and the Loan Agreement and the Parity Debt and the Series 2013 Note; provided, however, the City may make rate increases at any time during the Fiscal Year if such increases in rates are necessary to pay debt service.

(e) If requested by the Bank or the Trustee, copies of every schedule of charges, rates and fees and revisions thereof, prescribed or adopted by the City shall be promptly filed with the Trustee.

**Sale or Encumbrance**

No part of the Construction Project or the System shall hereafter be sold, leased, mortgaged, pledged, encumbered or otherwise disposed of, except that the City may sell, exchange or lease at any time and from time to time any property or facilities constituting part of the Construction Project or the System and not useful or necessary in the construction, reconstruction or operation thereof or the costs of which have been paid from sources other than the proceeds of the Series 2013 Note, but any paid proceeds of any such sale or exchange received and not used to replace the property so sold or exchanged shall be paid to the Trustee and deposited and treated in all respects as System Revenues, and any proceeds of any such lease received shall be deposited as System Revenues. However, the City shall have the right to enter into equipment leases which relate to the Construction Project whereby the equipment under each such individual lease is the sole collateral pledged to repay the lease.

**Issuance of Parity Indebtedness or Subordinate Indebtedness**

(a) The City shall not issue Parity Indebtedness unless:

(i) prior to such issuance, for any additional Parity Indebtedness, the Debt Service Reserve Fund contained in the Indenture shall contain the amounts then required to be on deposit therein;

(ii) no default or Event of Default shall have occurred and be continuing under the Loan Agreement, the Series 2013 Note or under the Indenture; and

(iii) the Net Revenues available for debt service payments for a period of twelve (12) consecutive months of the eighteen (18) months preceding the month in which such additional Parity Indebtedness is issued are certified by an Independent Accountant to have been at least equal to one hundred five percent (105%) of the highest annual debt service payments in any succeeding Note Year on the Series 2013 Note and any Parity Indebtedness (including the Parity Indebtedness proposed to be issued); or in lieu of the foregoing formula, if a new schedule of rates, fees and charges for the services, facilities and commodities of the System shall have been adopted and an Independent Accountant shall certify that had such new rate schedule been in effect during the applicable period, the Net Revenues available for debt service payments would have at least equaled one hundred five percent (105%) of the highest annual debt service payment on the Parity Note in any succeeding Parity Note year and the debt service payments in any succeeding Note Year on the Series 2013 Note and any other Parity Indebtedness (including the Parity Indebtedness proposed to be issued).

(b) The City also reserves the right to issue indebtedness secured by liens on and pledges or revenues and proceeds subject and subordinate to the lien securing Parity Indebtedness.

**Covenant for the Benefit of the Trustee and the Bondholders**

The City recognizes the authority of the Issuer to assign its interest in and pledge monies receivable under the Loan Agreement (other than certain payments required to be made to the Issuer under Sections 4.4, 6.8, 8.4, 10.5, 11.8 and 11.11 of the Loan Agreement) to the Trustee as security for the payment of the principal and interest and redemption premiums, if any, on the Series 2013 Bonds, and the payment of all fees and expenses of the Trustee; and hereby agrees to be bound by, and joins with the Issuer in the grant of a security interest to the Trustee in any rights and interest the City may have in sums held in the Funds described in Article VI of the Indenture pursuant to the terms and conditions of the Indenture to secure payment of the Series 2013 Bonds. Each of the terms and provisions of the Loan Agreement is a covenant for the use and benefit of the Trustee and the Holders of the Series 2013 Bonds, so long as any thereof shall remain Outstanding; but upon payment in full of the Series 2013 Bonds in

accordance with Article IX of the Indenture and of all fees and charges of the Trustee and paying agent, all references in the Loan Agreement to the Series 2013 Bonds, the Holders thereof and the Trustee shall be ineffective, and neither the Trustee nor the Holders of any of the Series 2013 Bonds shall thereafter have any rights under the Loan Agreement, save and except those that shall have theretofore vested or that arise from provisions under the Loan Agreement which survive termination of the Loan Agreement.

**Tax Covenants**

In order to maintain the excludability from gross income for Federal income tax purposes of interest on the Series 2013 Bonds, and for no other purpose, the City covenants in the Loan Agreement to comply with each applicable requirement of the Code. In furtherance of the covenant contained in the preceding sentence, the City agrees in the Loan Agreement to comply with the Tax Certificate executed by the City on the date of the issuance and delivery of the Series 2013 Bonds, as such Tax Certificate may be amended from time to time.

(b) In the Loan Agreement, the City covenants and agrees with the Trustee and the Bondholders that the City shall not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the Series 2013 Bonds, would cause the Series 2013 Bonds to be "private activity bonds" or "arbitrage bonds" within the meaning of Sections 141(a) and 148(a), respectively, of the Code, or any successor provisions.

(c) The City shall make any and all payments required to be made to the United States Department of the Treasury in connection with the Series 2013 Bonds pursuant to Section 148(f) of the Code from amounts available therefor.

(d) Upon the authentication and delivery of the Series 2013 Bonds, the City shall furnish to the Trustee certificates of an Authorized City Representative to the effect that, on the basis of the facts, estimates and circumstances in existence on the date of such authentication and delivery, it is not expected that the proceeds of the Series 2013 Bonds will be used in a manner that would cause such Series 2013 Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code and Treasury Regulations thereunder, and in such certificates the City shall set forth such facts and circumstances which may be in brief and summary terms, and shall state that to the best of the knowledge and belief of such Authorized City Representative, there are no other facts or circumstances that would materially change the expectations expressed in such certificate.

(e) Notwithstanding any other provisions of the Loan Agreement to the contrary, so long as necessary in order to maintain the excludability from gross income for federal income tax purposes under Section 103(a) of the Code of interest on the Series 2013 Bonds, the foregoing covenants contained in the Loan Agreement shall survive the payment of the Series 2013 Bonds and the interest thereon, including any payment or defeasance thereof pursuant to the Indenture.

**Prepayment of the Note and Termination of the Loan Agreement**

Unless an Event of Default has occurred and is continuing, the City shall have the option to direct the Trustee to call for redemption prior to maturity of the Outstanding Series 2013 Bonds, in whole or in part, as provided in Section 4.01(a) of the Indenture. The Series 2013 Bonds to be redeemed shall be redeemed at a price equal to their principal amount plus accrued interest as set forth in Section 4.01(a) of the Indenture upon not less than thirty (30) but no more than forty-five (45) days prior written notice. The Series 2013 Bonds are also subject to redemption from funds transferred from the Loan Account to the Redemption Account under the Indenture or transferred from the Series 2013 Project Fund to the Redemption Account or otherwise deposited in the Redemption Account from proceeds received upon the

sale or prepayment prior to maturity of the Series 2013 Note upon a default under the Series 2013 Note, or acceleration thereof, pursuant to Section 4.01(b) of the Indenture. In the event the Series 2013 Bonds are called for redemption in whole or in part under the Indenture, a Basic Payment shall be made by the City in the amount of principal plus accrued interest and all other fees due under the Loan Agreement to effectuate said redemption; however, any basic payment for a prepayment of the Series 2013 Note under the Loan Agreement will be subject to the lien on System Revenues of the Parity Debt until payment in full of the Parity Debt.

**Events of Default**

Any one or more of the following events is an Event of Default under the Loan Agreement, and the term "Event of Default," wherever used in the Loan Agreement, means any one of the following events, whatever the reason for such default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body:

(a) if the City shall fail to pay any Basic Payments due under the Loan Agreement;

(b) if there is a declaration or proceeding in bankruptcy regarding the City;

(c) if the City shall fail to pay any Additional Charges on or before the date that the payment is due and shall continue to be in arrears for five (5) days after the due date thereof;

(d) if the City shall fail to observe and perform or shall breach any other covenant, condition or agreement on its part under the Loan Agreement for a period of fifteen (15) days after mailing of a notice to it by the Issuer or the Trustee, specifying such default or breach and requesting that it be remedied; and provided that if the failure stated in the notice cannot be corrected within fifteen (15) days, the Issuer and Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the City within said fifteen (15) days and is diligently pursued, for an additional thirty (30) days;

(e) if the City shall be dissolved;

(f) if any representation or warranty made by the City in the Loan Agreement, or by an officer or representative of the City in any document or certificate furnished the Trustee or the Issuer in connection herewith or therewith or pursuant hereto or thereto, shall prove at any time to be, in any material respect, incorrect or misleading as of the date made; and

(g) the occurrence of an event of default under any other Bond Document which is not cured within the time period provided therefor, if any.

**Remedies**

(a) Whenever any Event of Default specified in subsection (a) in the previous section, shall have happened and be continuing the Trustee shall declare all the Basic Payments payable for the remainder of the Term of the Loan Agreement (an amount equal to that necessary to pay in full the Series 2013 Note and the interest thereon assuming acceleration of the Series 2013 Bonds under the Indenture and to pay all other indebtedness thereunder) to be immediately due and payable whereupon the same shall become immediately due and payable by the City but only if the acceleration of payment of the Series 2013 Bonds has been declared by the Trustee under Section 10.02 of the Indenture;

(b) Whenever any Event of Default shall have occurred and be continuing any one or more of the following remedial steps may also be taken to the extent permitted by law:

(i) the Trustee or the Issuer may take whatever action at law or in equity may appear necessary or appropriate to collect all sums then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement, covenant, representation or warranty of the City, under the Loan Agreement, the Series 2013 Note or any related instrument; or to otherwise compensate the Issuer, Trustee or Bondholders for any damages on account of such Event of Default; and

(ii) the Issuer (without the prior written consent of the Trustee if the Trustee is not enforcing the Issuer's right in a manner to protect the Issuer or is otherwise taking action that brings adverse consequences to the Issuer) may take whatever action at law or in equity may appear necessary or appropriate to enforce its rights of indemnification under Section 8.4 of the Loan Agreement and to collect all sums then due and thereafter to become due to the Issuer under Sections 4.4, 6.8, 8.4, 10.5, 11.8 and 11.11 of the Loan Agreement. Notwithstanding the foregoing, the Issuer is not precluded from exercising any of its rights reserved to it as set forth in this section, even if the Trustee is exercising the rights of the Issuer under the Loan Agreement.

## THE SERIES 2013 BONDS AS LEGAL INVESTMENTS

The Series 2013 Bonds shall be legal investments which may be invested in by all public officers and public bodies of this State, its political subdivisions, all municipalities and municipal subdivisions, all insurance companies and associations, trust companies, savings banks and savings associations, investment companies and other persons carrying on a banking business, all administrators, guardians, executors, trustees and other fiduciaries, and all other persons whatsoever who are now or may hereafter be authorized to invest funds, including capital, in their control or belonging to them. The Series 2013 Bonds are also hereby made securities which may properly and legally be deposited with and received by all public officers and bodies of the State or any agency or political subdivisions of the State and all municipalities and public corporations for any purpose for which the deposit of bonds or other obligations of the State is now or may hereafter be authorized by law.

## LITIGATION

There is not now pending or, to the Bank's knowledge, threatened any litigation restraining or enjoining the issuance, sale, execution or delivery of the Series 2013 Bonds or prohibiting the Bank from providing the Loan to the City or with the proceeds of such Series 2013 Bonds or in any way contesting or affecting the validity of the Series 2013 Bonds, any proceedings of the Bank taken with respect to the issuance or sale thereof or the pledge or application of any moneys or security provided for the payment of the Series 2013 Bonds. Neither the creation, organization or existence of the Bank nor the title of any of the present Directors or other officers of the Bank to their respective offices is being contested.

There is not now pending or, to the knowledge of the City, threatened any litigation restraining or enjoining the execution or delivery of the Loan Agreement or the Series 2013 Note or prohibiting the City from delivering the Series 2013 Note to the Bank or in any way contesting or affecting the validity of the Loan Agreement or the Series 2013 Note, any proceedings of the City taken with respect to the execution and delivery thereof or the pledge or application of any moneys or security provided for the payment of the Series 2013 Note.

## TAX MATTERS

In the opinion of Bond Counsel, interest on the Series 2013 Bonds is excludable from gross income for federal tax purposes, pursuant to Section 103 of the Code. The opinion of Bond Counsel is based on certain certifications, covenants and representations of the Bank and the City (collectively, "Tax Covenants") and is conditioned on continuing compliance therewith.

The Code imposes certain requirements which must be met subsequent to the issuance of the Series 2013 Bonds as a condition to the excludability from gross income of interest on the Series 2013 Bonds for federal tax purposes. Non-compliance with such requirements may cause interest on the Series 2013 Bonds to be includable in gross income of the holders thereof for federal tax purposes retroactive to their respective dates of issue irrespective of the date on which such noncompliance occurs. Should the Series 2013 Bonds bear interest that is not excludable from gross income for federal income tax purposes, the market value of the Series 2013 Bonds would be materially and adversely affected. The Tax Covenants include covenants that (i) the Bank and the City will not take or fail to take any action with respect to the Series 2013 Bonds, if such action or omission would result in the loss of the exclusion from gross income for federal tax purposes of interest on the Series 2013 Bonds, under Section 103 of the Code, and neither the Bank nor the City will act in any other manner which would adversely affect such exclusion; (ii) the Bank and the City will not make any investment or do any other act or thing during the period that the Series 2013 Bonds are Outstanding which would cause the Series 2013 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code; and (iii) if required by the Code, the Bank and the City will rebate any necessary amounts to the United States of America. It is not an Event of Default under the Indenture if interest on the Series 2013 Bonds is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code, which is not in effect on the respective dates of issuance of the Series 2013 Bonds.

The interest on the Series 2013 Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes. However, interest on the Series 2013 Bonds is included in adjusted current earnings in calculating corporate alternative minimum taxable income for purposes of the corporate alternative minimum tax.

Although Bond Counsel has rendered an opinion that interest on the Series 2013 Bonds is excludable from federal gross income and exempt from State of Mississippi income tax, the accrual or receipt of interest on the Series 2013 Bonds may otherwise affect a bondholder's federal income tax or State of Mississippi tax liability. The nature and extent of these other tax consequences will depend upon the bondholder's particular tax status and a bondholder's other items of income or deduction. Taxpayers who may be affected by such other tax consequences include, without limitation, financial institutions, certain insurance companies, S corporations, certain foreign corporations, individual recipients of Social Security or railroad retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry the Series 2013 Bonds. Bond Counsel express no opinion regarding any other such tax consequences. Prospective purchasers of the Series 2013 Bonds should consult their own tax advisors with regard to the other tax consequences of owning the Series 2013 Bonds.

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. 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. It cannot be predicted how any particular litigation or judicial action will be resolved or whether the Series 2013

Bonds would be impacted thereby. Purchasers of the Series 2013 Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond 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 Series 2013 Bonds and Bond Counsel have expressed no opinions as of any date subsequent thereto or with respect to any pending or proposed legislation, regulatory initiatives or litigation.

In the opinion of Bond Counsel, interest on the Series 2013 Bonds is exempt from income taxation in the State of Mississippi under existing laws, regulations, rulings and judicial decisions. This opinion relates only to the exemption of interest on the Series 2013 Bonds for State of Mississippi income tax purposes.

## LEGAL MATTERS

Certain legal matters incident to the authorization and issuance of the Series 2013 Bonds by the Bank are subject to the approval of Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Ridgeland, Mississippi, as Bond Counsel, whose approving opinion will be delivered with the Series 2013 Bonds. Certain legal matters will be passed upon for the Bank by its counsel, Balch & Bingham LLP, Jackson, Mississippi, for the Original Purchaser by The May Law Firm, Jackson, Mississippi, and for the City, by Charles E. Lawrence, Jr., Esquire, Hattiesburg, Mississippi.

Butler, Snow, O'Mara, Stevens & Cannada, PLLC Bond Counsel for the Bank, is also serving as Bond Counsel for the City, in connection with the execution and delivery of the Loan Agreement and the Series 2013 Note.

The remedies available to the Trustee, to the Bank or to the owners of the Series 2013 Bonds upon an Event of Default under the Indenture or under the terms of the Loan Agreement and the Series 2013 Note are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code (the United States Bankruptcy Code), the remedies provided in the Indenture and under the Loan Agreement and the Series 2013 Note may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2013 Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally (regardless of whether such enforceability is considered in a proceeding in equity or in law), by general principles of equity (regardless of whether such proceeding is considered in a proceeding in equity or at law) and by the valid exercise of the constitutional powers of the State and the United States of America.

## CONTINUING DISCLOSURE

On November 10, 1994, the Securities and Exchange Commission (the "Commission") amended Rule 15c2-12 which was originally adopted by the Commission in 1989 under the Securities Exchange Act of 1934 and set forth certain disclosure requirements relating to a primary offering of municipal securities. The amendments to Rule 15c2-12, which are effective beginning July 3, 1995, add to the existing disclosure obligations relating to municipal securities by requiring that, prior to purchasing or selling municipal securities, brokers, dealers and municipal securities dealers must reasonably determine that the issuer of such municipal securities, together with any other "obligated persons," within the meaning of Rule 15c2-12, have entered into an undertaking for the benefit of bondholders to make certain information available to bondholders on a continuing basis. The Bank and the City are "obligated persons" with respect to the Series 2013 Bonds within the meaning of Rule 15c2-12.

The City and the Bank will enter into a written undertaking with the Trustee for the benefit of Bondholders to deliver, or cause to be delivered, to (a) (i) the Municipal Securities Rulemaking Board (the "MSRB") through MSRB's Electronic Municipal Market Assess system at www.emma.msrb.org ("EMMA") in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to Rule 15c2-12, as amended from time to time (the "Rule") of the SEC, and (ii) in the future, any successor repository or repositories prescribed by the SEC for the purpose of serving as repository under the Rule (together (i) and (ii) are the "National Repository") and (b) any public or private repository or entity designated by the State as a State repository, if any, for the purposes of the Rule (the "State Repository" and together with the National Repository, the "Repositories"), the information described herein, together with any identifying information or other information then required to accompany the applicable filing (the "Accompanying Information"). This information will be made available free to securities brokers and others 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.

In the Bank's Undertaking, the Bank has agreed to deliver to the Repositories notices of certain events relating to the Series 2013 Bonds and the Bank, if the Bank deems such events to be material. In the City's undertakings, the City has agreed to cause the delivery to the Repositories (i) annual financial information relating to the City and the System and (ii) notices of certain events relating to the City undertakings if the City deems such events to be material.

For a summary of the City's and the Bank's undertakings, see "APPENDIX F - FORM OF CONTINUING DISCLOSURE AGREEMENT" attached hereto.

The Bank and the City are in compliance with all prior undertakings, as applicable, for all municipal securities issued by the Bank and the City, respectively.

## RATING

Moody's Investors Service is expected to assign a rating of "_____" (negative outlook) to the Series 2013 Bonds with the understanding that upon delivery of the Series 2013 Bonds the Municipal Bond Insurance Policy insuring the payment when due of the principal of and interest on the Series 2013 Bonds will be issued by Assured Guaranty Corp. Such rating reflects the views of only such organization and is not a recommendation to buy, sell or hold the Series 2013 Bonds.

Moody's Investors Service has assigned an underlying rating of "____" to the Series 2013 Bonds.

There is no assurance that such ratings will continue for any given period of time or that such ratings will not be revised downward or withdrawn entirely, if in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect upon the market price or marketability of the Series 2013 Bonds.

The above ratings are not recommendations to buy, sell or hold the Series 2013 Bonds, and such ratings may be subject to revision or withdrawal at any time by the rating agencies.

## BOND INSURANCE

### The Bond Insurance Policy.

Concurrently with the issuance of the Bonds, the Bond Insurer will issue the Bond Insurance Policy. The Bond Insurance Policy guarantees the scheduled payment of principal of and interest on the

Series 2013 Bonds when due as set forth in the form of the Bond Insurance Policy included as an exhibit to this Official Statement.

The Bond Insurance Policy is not covered by any insurance security or guaranty fund established under New York, California, Connecticut or Florida insurance law.

**The Bond Insurer.**

The Bond Insurer is a New York domiciled financial guaranty insurance company and a wholly owned subsidiary of Assured Guaranty Municipal Holdings Inc. ("Holdings"). Holdings is an indirect subsidiary of Assured Guaranty Ltd. ("AGL"), a Bermuda-based holding company whose shares are publicly traded and are listed on the New York Stock Exchange under the symbol "AGO". AGL, through its operating subsidiaries, provides credit enhancement products to the U.S. and global public finance, infrastructure and structured finance markets. No shareholder of AGL, Holdings or the Bond Insurer is liable for the obligations of the Bond Insurer.

The Bond Insurer's financial strength is rated "AA-" (stable outlook) by Standard and Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("S&P") and "Aa3" (negative outlook) by Moody's Investors Service, Inc. ("Moody's"). An explanation of the significance of the above ratings may be obtained from the applicable rating agency. The above ratings are not recommendations to buy, sell or hold any security, and such ratings are subject to revision or withdrawal at any time by the rating agencies, including withdrawal initiated at the request of the Bond Insurer in its sole discretion. In addition, the rating agencies may at any time change the Bond Insurer's long-term rating outlooks or place such ratings on a watch list for possible downgrade in the near term. Any downward revision or withdrawal of any of the above ratings, the assignment of a negative outlook to such ratings or the placement of such ratings on a negative watch list may have an adverse effect on the market price of any security guaranteed by the Bond Insurer. The Bond Insurer only guarantees scheduled principal and scheduled interest payments payable by the issuer of bonds insured by the Bond Insurer on the date(s) when such amounts were initially scheduled to become due and payable (subject to and in accordance with the terms of the relevant insurance policy), and does not guarantee the market price or liquidity of the securities it insures, nor does it guarantee that the ratings on such securities will not be revised or withdrawn.

*Current Financial Strength Ratings*

On November 30, 2011, S&P published a Research Update in which it downgraded the Bond Insurer's financial strength rating from "AA+" to "AA-". At the same time, S&P removed the financial strength rating from CreditWatch negative and changed the outlook to stable. The Bond Insurer can give no assurance as to any further ratings action that S&P may take. Reference is made to the Research Update, a copy of which is available at www.standardandpoors.com, for the complete text of S&P's comments.

The most recent rating action by Moody's on the Bond Insurer took place on December 18, 2009, when Moody's issued a press release stating that it had affirmed the "Aa3" insurance financial strength rating of the Bond Insurer, with a negative outlook. Reference is made to the press release, a copy of which is available at www.moodys.com, for the complete text of Moody's comments. Moody's is in the process of reviewing AGL and its subsidiaries and there can be no assurance as to any ratings action that Moody's may take with respect to the Bond Insurer.

For more information regarding the Bond Insurer's financial strength ratings and the risks relating thereto, see AGL's Annual Report on Form 10-K for the fiscal year ended December 31, 2010, as

amended by its Form 10-K/A; its Quarterly Reports on Form 10-Q for the quarterly periods ended March 31, 2011 and June 30, 2011, each as amended by its Form 10-Q/A; and its Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2011.

*Capitalization of the Bond Insurer*

At September 30, 2011, the Bond Insurer's consolidated policyholders' surplus and contingency reserves were approximately $3,105,604,840 and its total net unearned premium reserve was approximately $2,207,101,966, in each case, in accordance with statutory accounting principles.

The Bond Insurer's statutory financial statements for the fiscal year ended December 31, 2010 and for the quarterly periods ended March 31, 2011, June 30, 2011 and September 30, 2011, which have been filed with the New York State Department of Financial Services and posted on the Bond Insurer's website at http://www.assuredguaranty.com, are incorporated by reference into this Official Statement and shall be deemed to be a part hereof.

*Incorporation of Certain Documents by Reference*

Portions of the following documents filed by AGL with the Securities and Exchange Commission (the "SEC") that relate to the Bond Insurer are incorporated by reference into this Official Statement and shall be deemed to be a part hereof:

(i) the Annual Report on Form 10-K for the fiscal year ended December 31, 2010, as amended by Amendment No. 1 on Form 10-K/A (filed by AGL with the SEC on _____ 1, 2011 and October 31, 2011, respectively);

(ii) the Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2011, as amended by Amendment No. 1 on Form 10-Q/A (filed by AGL with the SEC on May 10, 2011 and November 14, 2011, respectively);

(iii) the Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2011, as amended by Amendment No. 1 on Form 10-Q/A (filed by AGL with the SEC on August 9, 2011 and November 14, 2011, respectively); and

(iv) the Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2011 (filed by AGL with the SEC on November 14, 2011).

All information relating to the Bond Insurer included in, or as exhibits to, documents filed by AGL pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, after the filing of the last document referred to above and before the termination of the offering of the Bonds shall be deemed incorporated by reference into this Official Statement and to be a part hereof from the respective dates of filing such documents. Copies of materials incorporated by reference are available over the internet at the SEC's website at http://www.sec.gov, at AGL's website at http://www.assuredguaranty.com, or will be provided upon request to Assured Guaranty Municipal Corp.: 31 West 52nd Street, New York, New York 10019, Attention: Communications Department (telephone (212) 826-0100).

Any information regarding the Bond Insurer included herein under the caption "BOND INSURANCE – Assured Guaranty Municipal Corp." or included in a document incorporated by reference herein (collectively, the "the Bond Insurer Information") shall be modified or superseded to the extent that any subsequently included Bond Insurer Information (either directly or through incorporation by

reference) modifies or supersedes such previously included Bond Insurer Information. Any Bond Insurer Information so modified or superseded shall not constitute a part of this Official Statement, except as so modified or superseded.

Miscellaneous Matters

The Bond Insurer or one of its affiliates may purchase a portion of the Bonds or any uninsured bonds offered under this Official Statement and may hold such Bonds or uninsured bonds for investment or may sell or otherwise dispose of such Bonds or uninsured bonds at any time or from time to time.

The Bond Insurer makes no representation regarding the Bonds or the advisability of investing in the Bonds. In addition, the Bond Insurer has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding the Bond Insurer supplied by the Bond Insurer and presented under the heading "BOND INSURANCE".

## FINANCIAL ADVISOR

The Bank has retained Government Consultants, Inc., Jackson, Mississippi, as independent financial advisor (the "Financial Advisor") in connection with the sale and issuance of the Series 2013 Bonds. In such capacity the Financial Advisor has provided recommendations and other financial guidance to the Bank with respect to the preparation of documents, the preparation for the sale of the Series 2013 Bonds and of the time of the sale, tax-exempt bond market conditions and other factors related to the sale of said Series 2013 Bonds. Although the Financial Advisor performed an active role in the drafting of this Official Statement, it has not independently verified any of the information set forth herein.

## UNDERWRITING

The Series 2013 Bonds have been sold by negotiated sale to Duncan-Williams, Inc., Memphis, Tennessee, and Piper Jaffary & Co, Memphis Tennessee (together, the Original Purchaser) by the City, and said Original Purchaser has agreed to purchase the Series 2013 Bonds at a price of $_____ (representing the par amount of the Series 2013 Bonds plus a net original issue premium of $_____ less an Original Purchaser's discount of $_____). No assurance can be given that any trading market will develop for the Series 2013 Bonds after their initial sale to said Original Purchaser. The City has no control over the prices at which the Series 2013 Bonds will initially be reoffered to the public.

Piper Jaffray & Co, as one of the Original Purchasers of the Bonds, and Pershing LLC, a subsidiary of The Bank of New York Mellon Corporation, entered into an agreement which enables Pershing LLC to distribute certain new issue municipal securities underwritten by or allocated to Piper Jaffray & Co., including the Bonds. Under the agreement, Piper Jaffray & Co. will share with Pershing LLC a portion of the fee or commission paid to Piper Jaffray & Co.

## VALIDATION

The Series 2013 Bonds will be validated before the Chancery Court of the First Judicial District of Hinds County, Mississippi, as provided by Sections 31-13-1 to 31-13-11, Mississippi Code of 1972, as amended.

## MISCELLANEOUS

The Bank's offices are located at 735 Riverside Drive, Suite 300, Jackson, Mississippi 39202, telephone (601) 355-6232.

All quotations from, and summaries and explanations of, the Act, the Indenture and the Loan Agreement contained in this Official Statement do not purport to be complete, and reference is made to each such document or instrument for full and complete statements of its provisions (See "APPENDIX C - FORM OF INDENTURE OF TRUST" and "APPENDIX D - FORM OF LOAN AGREEMENT" herein). The attached APPENDICES are an integral part of this Official Statement and must be read together with all of the foregoing statements. Copies in reasonable quantity of the Act, the Indenture, the Loan Agreement and the supplemental materials furnished to the Bank by the City may be obtained upon request directed to the Bank.

Neither any advertisement of the Series 2013 Bonds nor this Official Statement is to be construed as constituting an agreement with the purchasers of the Series 2013 Bonds. So far as any statements are made in this Official Statement involving matters of opinion, whether or not expressly so stated, they are intend merely as such and not as representative of fact.

This Official Statement has been duly approved, executed and delivered by the Bank. The Bank will provide copies of this Official Statement to the Original Purchaser of the Series 2013 Bonds.

**MISSISSIPPI DEVELOPMENT BANK**

**By: /s/ William T. Barry**
**Executive Director**

# APPENDIX A

# INFORMATION ON THE CITY

## 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; October, 2013.

### 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 Income**[1]

| Year | County | Mississippi | United States | County as % Of U.S. |
|---|---|---|---|---|
| 2011 | $30,198 | $32,000 | $41,560 | 73% |
| 2010 | 29,702 | 30,841 | 39,791 | 75 |
| 2009 | 29,406 | 30,013 | 38,637 | 76 |
| 2008 | 29,651 | 30,945 | 40,947 | 72 |
| 2007 | 28,824 | 29,568 | 39,506 | 73 |

SOURCE: Bureau of Economic Analysis: Regional Economic Accounts at website: www.bea.gov, 2007-2011; October, 2013.

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[1] Per capita personal income was computed using Census Bureau midyear population estimates. Estimates for 2007-2011 reflect county population estimates available as of April, 2012.

**Retail Sales**

| State Fiscal Year Ended June 30 | Amount |
|---|---|
| 2012 | $1,719,341,596 |
| 2011 | 1,683,408,940 |
| 2010 | 1,625,893,350 |
| 2009 | 1,720,117,514 |
| 2008 | 1,837,643,988 |

SOURCE: Annual Reports for each year indicated, Mississippi Department of Revenue's website: www.dor.ms.gov; October, 2013.

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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 | 3,400 | Hospital |
| University of Southern Mississippi | 2,300 | Education |
| Hattiesburg Clinic | 1,750[2] | Medical clinic |
| Camp Shelby | 1,503 | Military base |
| Wal-Mart SuperCenter | 1,495 | Retail store |
| Wesley Medical Center | 1,266 | Hospital |
| Marshall Durbin Poultry | 900 | Poultry products |
| Hudson Salvage, Inc. | 850 | Retail store |
| Hattiesburg Public School District | 800 | Education |
| City of Hattiesburg | 781 | Government |
| Kohler Engine | 518 | Engines |
| Pine Belt Mental Healthcare Resources | 553[2] | Healthcare facility |
| Regions Bank | 440[2] | Banking institution/mortgage service center |
| Dairy Fresh Corporation | 280 | Milk/juice/tea |
| International Filling Co. | 269 | Paper manufacturing |
| YORK, a Johnson Controls Company | 212 | Transportation equipment manufacturing |

SOURCE: Mississippi Development Authority; October, 2013.[3]

[2] Number of employees is for Metropolitan Statistical Area (the "MSA") for the City, including the main office located in the City where the bulk of the employees are employed and offices outside the City limits in the area included in the MSA for the City.

[3] MDA's employment figures are as of August, 2010.

**Unemployment Statistics of the County**

| | 2013 | 2012 | 2011 | 2010 | 2009 | 2008 |
|---|---|---|---|---|---|---|
| January | 10.1 | 9.7% | 10.6% | 10.2% | 6.8% | 5.5% |
| February | 9.2 | 8.8 | 10.3 | 9.5 | 6.9 | 4.8 |
| March | 8.1 | 8.1 | 10.2 | 9.1 | 6.7 | 5.0 |
| April | 7.4 | 7.6 | 9.5 | 8.8 | 6.2 | 4.7 |
| May | 9.1 | 8.5 | 10.0 | 9.6 | 7.1 | 5.8 |
| June | 9.6 | 9.8 | 11.8 | 10.2 | 8.0 | 6.9 |
| July | 8.0 | 10.1 | 11.9 | 10.5 | 8.9 | 7.1 |
| August | 7.7 | 8.5 | 10.8 | 9.2 | 8.5 | 6.4 |
| September | | 8.4 | 10.6 | 9.6 | 8.3 | 6.3 |
| October | | 8.3 | 10.2 | 9.4 | 8.6 | 5.8 |
| November | | 7.3 | 9.1 | 9.3 | 8.3 | 5.3 |
| December | | 8.4 | 9.0 | 9.7 | 9.1 | 6.0 |
| Annual Average | | 8.6% | 10.3% | 9.6% | 7.8% | 5.8% |

SOURCE: Mississippi Department of Employment Security: Labor Market Data at website: www.mdes.ms.gov; October, 2013.

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## Employment Statistics

| | 2012 | 2011 | 2010 | 2009 | 2008 | 2007 |
|---|---|---|---|---|---|---|
| RESIDENCE BASED EMPLOYMENT | | | | | | |
| I. Civilian Labor Force | 35,560 | 35,680 | 35,000 | 36,930 | 36,740 | 37,010 |
| II. Unemployed | 3,070 | 3,690 | 3,360 | 2,880 | 2,140 | 1,900 |
| Rate | 8.6% | 10.3% | 9.6 | 7.8% | 5.8% | 5.1% |
| III. Employed | 32,490 | 31,990 | 31,640 | 34,050 | 34,600 | 35,110 |
| ESTABLISHMENT BASED EMPLOYMENT | | | | | | |
| I. Manufacturing | 3,130 | 2,680 | 2,150 | 2,420 | 2,570 | 2,680 |
| II. Non-manufacturing | 35,440 | 35,560 | 36,080 | 36,090 | 36,110 | 36,710 |
| A. Agriculture, Forestry, Fishing & Hunting | 80 | 80 | 90 | 100 | 100 | 120 |
| B. Mining | 140 | 110 | 80 | 70 | 40 | 40 |
| C. Utilities | 410 | 400 | 400 | 400 | 390 | 380 |
| D. Construction | 1,390 | 1,270 | 1,360 | 1,400 | 1,640 | 1,680 |
| E. Wholesale Trade | 1,260 | 1,230 | 1,250 | 1,270 | 1,330 | 1,400 |
| F. Retail Trade | 4,200 | 4,200 | 4,190 | 4,250 | 4,460 | 4,860 |
| G. Transportation & Warehousing | 1,380 | 1,300 | 1,220 | 1,220 | 1,180 | 870 |
| H. Information | 420 | 370 | 360 | 380 | 430 | 490 |
| I. Finance & Insurance | 1,210 | 1,090 | 1,090 | 1,150 | 1,170 | 1,220 |
| J. Real Estate, Rental & Leasing | 500 | 460 | 460 | 470 | 480 | 450 |
| K. Prof., Scientific & Technical Service | 850 | 930 | 940 | 980 | 1,250 | 1,210 |
| L. Management of Companies & Entertainment | 540 | 560 | 580 | 590 | 560 | 560 |
| M. Administrative Support & Waste Management | 1,670 | 1,730 | 1,830 | 1,600 | 1,460 | 1,610 |
| N. Educational Services | 730 | 780 | 870 | 840 | 470 | 490 |
| O. Health Care & Social Assistance | 4,940 | 4,890 | 4,790 | 4,710 | 4,730 | 4,770 |
| P. Arts, Entertainment & Recreation | 390 | 390 | 420 | 430 | 430 | 370 |
| Q. Accommodation & Food Service | 3,660 | 3,810 | 3,930 | 3,960 | 3,900 | 3,930 |
| R. Other Services (except Public Administration) | 740 | 730 | 800 | 810 | 840 | 940 |
| S. Government | 10,930 | 11,230 | 11,420 | 11,460 | 11,250 | 11,320 |
| Education | 4,540 | 4,890 | 4,970 | 5,000 | 4,890 | 4,820 |
| III.Total Nonagricultural Employment | 38,570 | 38,240 | 38,230 | 38,510 | 38,680 | 39,390 |

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; October, 2013.

**Banking Institutions**

| Institutions | 2012 Total Assets |
|---|---|
| BancorpSouth Bank[1] | $13,397,198,000 |
| Citizens Bank[2] | 356,053,000 |
| Community Bank[3] | 633,383,000 |
| First Southern Bank[4] | 202,413,000 |
| The First, A National Banking Association[5] | 699,281,000 |
| Grand Bank for Savings, A Federal Savings Bank[6] | 115,746,000 |
| Great Southern National Bank[7] | 275,939,000 |
| Hancock Bank[8] | 19,464,485,000 |
| Magnolia State Bank[9] | 282,124,000 |
| PriorityOne Bank[10] | 525,878,000 |
| Regions Bank[11] | 121,798,000,000 |
| The Citizens Bank[12] | 880,840,000 |
| The Citizens National Bank of Meridian[13] | 1,096,201,000 |
| Trustmark National Bank[14] | 9,586,788,000 |
| Wells Fargo Bank, National Association, formerly Wachovia Bank, N.A.[15] | 1,422,968,000,000 |

SOURCE: Obtained from each Bank's website, unless otherwise noted, October, 2013.

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[1] Head office located in Tupelo, Mississippi. Assets as of December 31, 2012.

[2] Head office located in Columbia, Mississippi. Assets as of June 30, 2012; obtained from 2013 edition of the Mississippi Bank Directory.

[3] Head office located in Ellisville, Mississippi. Assets as of June 30, 2012; obtained from 2013 edition of the Mississippi Bank Directory.

[4] Head office located in Columbia, Mississippi. Assets as of June 30, 2012; obtained from 2013 edition of the Mississippi Bank Directory.

[5] Assets as of September 30, 2012.

[6] Assets as of June 30, 2011; obtained from 2011-12 edition of the Mississippi Banks Association.

[7] Head office located in Meridian, Mississippi. Assets as of June 30, 2012; obtained from 2013 edition of the Mississippi Bank Directory.

[8] Head office located in Gulfport, Mississippi. Assets as of December 31, 2012.

[9] Head office located Bay Springs, Mississippi. Assets as of June 30, 2012; obtained from 2013 edition of the Mississippi Bank Directory.

[10] Head office located in Magee, Mississippi. Assets as of June 30, 2012; obtained from 2013 edition of the Mississippi Bank Directory.

[11] Regions Financial Corporation merged with Union Planters Bank in July, 2004 and merged with AmSouth in 2006. Regions head office is located in Birmingham, Alabama. Assets are as of September 30, 2012.

[12] Head office located in Philadelphia, Mississippi. Assets are as of December 31, 2012.

[13] Head office located in Meridian, Mississippi. Assets as of June 30, 2012; obtained from 2013 edition of the Mississippi Bank Directory.

[14] Head office located in Jackson, Mississippi. Assets are as of December 31, 2012.

[15] Wachovia Bank, N.A. was acquired by Wells Fargo Company in December, 2008. Head office located in Sioux Falls, South Dakota. Total assets as of December 31, 2012.

## 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 2013-2014 scholastic year and the four preceding years are as follows:

| Scholastic Year | Enrollment |
|---|---|
| 2013-2014 | 4,545 |
| 2012-2013 | 4,654 |
| 2011-2012 | 4,591 |
| 2010-2011 | 4,528 |
| 2009-2010 | 4,472 |

SOURCE: Hattiesburg Public School District and Mississippi Assessment and Accountability Reporting System, Office of Research and Statistics, Mississippi, Department of Education; October, 2013.

# TAX INFORMATION

## Assessed Valuation[1]

| Fiscal Year | Real Property | Personal Property[2] | Public Utility Property | Total |
|---|---|---|---|---|
| 2013 | $273,729,145 | $104,669,996 | $28,122,727 | $406,521,868 |
| 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 |
| 2009 | 291,581,275 | 109,977,890 | 25,149,186 | 426,708,351 |
| 2008 | 247,951,866 | 104,361,962 | 26,546,492 | 378,860,320 |

SOURCE: Office of City Chief Financial Officer; October, 2013.

[1] The total assessed valuation is approved in September proceeding the fiscal year of the City and represents the value of real property, personal property and public utility property for the year indicated on which taxes are assessed for the following fiscal year's budget. For example, the taxes for the assessed valuation figures for 2013 will be collected starting in January, 2014 for the 2013-2014 fiscal year budget of the City.

[2] 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 |
| Resinall Mississippi | 590,039 | 12/31/2014 |
| Hudson's Capital Assets LLC | 777,917 | 12/31/2015 |
| Equity Alliance of Hattiesburg LLC | 542,091 | 12/31/2015 |
| HPC Properties LLC | 495,030 | 12/31/2014 |

| Exempt Property | Current Assessed Valuation | Date Exemption Ends |
|---|---|---|
| Miss KC LLC | 417,672 | 12/31/2013 |
| Excel Injection Molding | 104,856 | 12/31/2015 |
| Safe Guard Building | 389,768 | 12/31/2013 |
| Stokes, Thomas A James Walker | 276,524 | 12/31/2013 |
| USA Yeast Company LLC | 210,841 | 12/31/2013 |
| Lansing of Hattiesburg, LLC | 1,865 | 12/31/2013 |
| General Electric Cap | 157,538 | 12/31/2013 |
| BLC Properties LLC | 149,598 | 12/31/2015 |
| Hybrid Plastics, Inc. | 113,018 | 12/31/2015 |
| Structural Foam Molding | 103,398 | 12/31/2015 |
| JTS Inc. | 106,199 | 12/31/2013 |
| BAE Systems | 90,118 | 12/31/2014 |
| Nordan Smith Acetylene | 153,405 | 12/31/2016 |
| CL Dews & Sons Foundry & Mach. | 79,448 | 12/31/2013 |
| CCDA Waters Inc. | 114,425 | 12/31/2014 |
| Sunbeam Products | 10,256 | 12/31/2013 |
| Blendco | 3,062 | 12/31/2014 |
| Wis Pak of Hattiesburg, LLC | 6,608,019 | 12/31/2019 |
| The Coca-Cola Company | 2,234,847 | 12/31/2016 |
| Stokes Distributing | 1,257 | 12/31/2013 |
| TOTAL | $34,180,641 | |

**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 State Tax Commission.

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 State Tax Commission 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 Valuation**[22]

| | Year in Which Taxes Levied | | | | |
|---|---|---|---|---|---|
| GENERAL PURPOSES | 2013-2014 | 2012-2013 | 2011-12 | 2010-11 | 2009-10 |
| General Fund | 32.10 | 32.15 | 31.00 | 31.00 | 31.00 |
| Parks & Recreation Fund | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 |
| Bond & Interest Fund | 7.00 | 7.00 | 7.15 | 7.15 | 7.15 |
| Police & Firearms Pension Fund | 3.87 | 3.82 | 4.82 | 4.32 | 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 | 46.92 | 46.92 |
| SCHOOL DISTRICT: | | | | | |
| District Maintenance | 56.54 | 58.50 | 57.23 | 54.13 | 51.75 |
| Bond & Interest Fund | 8.03 | 6.71 | 6.08 | 7.52 | 6.43 |
| School Shortfall Note | .32 | 1.02 | | | |
| Sub-total: | 64.89 | 66.23 | 63.31 | 61.65 | 58.18 |
| TOTAL LEVY: | 112.31 | 113.65 | 110.73 | 108.57 | 105.10 |

SOURCE: Office the Chief Financial Officer; October, 2013.

**Ad Valorem Tax Collections**[23]

| Fiscal Year Ended September 30 | Amount Budgeted | Amount Collected | Difference Over/(Under) |
|---|---|---|---|
| 2013 | | | |
| 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 |
| 2009 | 14,572,273 | 15,242,261 | 669,988 |

SOURCE: Office of the Chief Financial Officer; October, 2013.

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[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 insure that property taxes do not increase dramatically as the counties complete reappraisals, the Reappraisal Act provides for the limit on increase in tax revenues discussed below.

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

On August 20, 1980, the Mississippi Supreme Court rendered its decision in State Tax Commission v. Fondren, 387 So.2d 712, affirming the decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, wherein the State Tax Commission was enjoined from accepting and approving assessment rolls from any county in the State for the tax year 1983 unless the State Tax Commission 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 State Tax Commission 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 State Tax Commission 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 State Tax Commission. 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 2012, are as follows:

| Taxpayer | Assessed Valuation | Taxes Collected |
|---|---|---|
| Mississippi Power | $13,540,400 | $1,538,866.46 |
| BellSouth | 7,036,841 | 799,736.98 |
| Hattiesburg Clinic | 6,846,312 | 759,025.08 |
| Kohler Co. | 7,675,638 | 543,789.65 |
| Wal-Mart | 7,947,853 | 541,444.30 |
| Western Container | 7,346,322 | 527,596.08 |
| Wesley Health Systems | 8,897,186 | 421,904.56 |
| W.R. Fairchild | 3,687,344 | 419,066.65 |
| BP Rexam Closure | 5,374,848 | 355,976.18 |
| Bennett York | 3,160,843 | 324,960.89 |
| Total | $71,513,587 | $6,232,366.83 |

SOURCE: Office of the City Clerk; October, 2013.

## DEBT INFORMATION

### Legal Debt Limit Statement

(as of October, 2013)

| | 15% Limit | 20% Limit |
|---|---|---|
| Authorized Debt Limit (Last Completed Assessment for Taxation - $420,789,275) | $63,118,391 | $84,157,855 |
| Present Debt Subject to Debt Limits | 28,500,000 | 28,500,000 |
| Margin for Further Debt Under Debt Limits | $34,618,391 | $55,657,855 |

### 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 October, 2013)

| Issue | Date of Issue | Outstanding Principal |
|---|---|---|
| General Obligation Refunding Bonds | 12/03/07 | $3,290,000 |
| General Obligation Water & Sewer Bonds | 03/04/09 | 5,955,000 |
| General Obligation Refunding Bonds | 05/14/09 | 2,780,000 |
| General Obligation Pool Loan Refunding Bonds | 12/21/09 | 7,815,000 |
| Taxable General Obligation Pool Loan Refunding Bonds | 06/24/10 | 2,295,000 |
| General Obligation Water & Sewer Bonds | 10/01/10 | 3,365,000 |
| General Obligation Note | 3/19/13 | 3,000,000 |
| Total | | $28,500,000 |

**Outstanding Revenue Bonded Debt**

(as of October, 2013)

| Issue | Date of Issue | Principal Outstanding |
|---|---|---|
| Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding Project)[24] | 08/01/06 | $10,440,000 |
| Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project)[25] | 03/29/12 | 12,025,000 |
| Total | | $22,465,000 |

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.

## Other Outstanding Long Term Debt

(as of September 30, 2012)

| Issue | Date of Issue | Outstanding Principal |
|---|---|---|
| SRF - Note 1[26] | 1987 | $ 601,008 |
| SRF - Note 2[21] | 1987 | 675,631 |
| General Obligation MBIA - State of Mississippi[27] | 1998 | 1,450,000 |
| SRF - Note 3[21] | 1987 | 541,023 |
| Tax Increment Limited Obligation Bonds[28] | 11/01/99 | 175,000 |
| Tax Increment Limited Obligation Bonds (Chauvet Square Project)[24] | 08/01/03 | 775,000 |
| Tax Increment Limited Obligation Bonds (Home Depot Project)[24] | 2004 | 240,000 |
| Tax Increment Limited Obligation Bonds (Chauvet Square Project Phase II) | 5/1/2007 | 1,260,000 |
| Tax Increment Limited Obligation Bonds (Turtle Creek Crossing) | 8/1/2007 | 2,960,000 |
| Tax Increment Limited Obligation Bonds (Lincoln Center) | 4/23/08 | 485,000 |
| Promissory Note (Hattiesburg, Mississippi Capital Projects & Acquisition Program)[29] | 11/1/08 | 333,167 |
| Tax Increment Limited Obligation Bonds (Turtle Creek Crossing Phase II) | 4/5/11 | 370,000 |
| Tax Increment Limited Obligation Bonds (Kohls) | 2012 | 640,000 |
| Hub City LOFTS | 2012 | 2,000,000 |
| Total | | $12,505,829 |

[26] 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 State Tax Commission 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.

[27] 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.

[28] 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.

[29] The Taxable General Obligation Refunding Bonds, Series 2010, dated July 15, 2010, partially refunded this promissory note. The full amount available under the promissory note was $3,000,000. The principal balance reflects funds drawn down to date less principal payments made as of August 1, 2010.

**Annual Debt Service Requirements**

| FY Ending September 30 | General Obligation Bonds | | |
|---|---|---|---|
| | Principal | Interest | Total |
| 2013 | $3,061,613.00 | $922,562.76 | $3,984,175.76 |
| 2014 | 3,174,912.00 | 830,062.26 | 4,004,974.26 |
| 2015 | 3,303,458.00 | 733,951.01 | 4,037,409.01 |
| 2016 | 3,422,262.00 | 632,648.76 | 4,054,910.76 |
| 2017 | 2,255,000.00 | 541,061.26 | 2,796,061.26 |
| 2018 | 2,345,000.00 | 466,410.01 | 2,811,410.01 |
| 2019 | 1,695,000.00 | 401,892.51 | 2,096,892.51 |
| 2020 | 1,770,000.00 | 347,291.26 | 2,117,291.26 |
| 2021 | 1,840,000.00 | 288,741.26 | 2,128,741.26 |
| 2022 | 1,920,000.00 | 226,143.76 | 2,146,143.76 |
| 2023 | 960,000.00 | 175,156.26 | 1,135,156.26 |
| 2024 | 1,010,000.00 | 137,495.02 | 1,147,495.02 |
| 2025 | 355,000.00 | 110,543.76 | 465,543.76 |
| 2026 | 370,000.00 | 95,608.76 | 465,608.76 |
| 2027 | 390,000.00 | 79,558.76 | 469,558.76 |
| 2028 | 410,000.00 | 62,493.76 | 472,493.76 |
| 2029 | 435,000.00 | 44,300.63 | 479,300.63 |
| 2030 | 460,000.00 | 24,992.50 | 484,992.50 |
| 2031 | 265,000.00 | 4,306.25 | 269,306.25 |
| Total | $29,442,245.00 | $6,125,220.55 | $35,567,465.55 |

## General Obligation Bonded Debt

| Issue | Fiscal Year Ended September 30 | | | | |
|---|---|---|---|---|---|
| | 2012 | 2011 | 2010 | 2009 | 2008 |
| General Obligation Refunding Bonds, Series A (11/29/01) | $ -0- | -0- | -0- | 50,000 | 90,000 |
| Taxable General Obligation Industrial Refunding Bonds, Series B (11/29/01) | -0- | -0- | -0- | 520,000 | 1,025,000 |
| General Obligation Bonds (12/01/01) | -0- | -0- | -0- | -0- | 7,060,000 |
| General Obligation Refunding Bonds (11/01/02) | -0- | -0- | -0- | -0- | 520,000 |
| General Obligation Refunding Bonds (12/3/07) | 3,870,000 | 4,420,000 | 4,950,000 | 5,455,000 | 5,945,000 |
| General Obligation Water & Sewer Bonds (03/04/09) | 6,365,000 | 6,760,000 | 7,140,000 | 7,500,000 | -0- |
| General Obligation Refunding Bonds (05/14/09) | 3,645,000 | 4,475,000 | 5,275,000 | 6,575,000 | -0- |
| General Obligation Pool Loan Refunding Bonds (12/21/09) | 8,535,000 | 9,230,000 | 9,950,000 | -0- | -0- |
| Taxable General Obligation Refunding Bonds (7/15/10) | 2,385,000 | 2,470,000 | 2,560,000 | -0- | -0- |
| General Obligation Water & Sewer Bonds (11/4/10) | 3,485,000 | 3,600,000 | -0- | -0- | -0- |
| General Obligation Note (8/16/11) | 1,157,245 | 1,425,800 | -0- | -0- | -0- |
| Total | $29,442,245 | $30,955,000 | $29,875,000 | $20,100,000 | $14,640,000 |

**Debt Ratios**

| FY Ended September 30 | General Obligation Debt | General Obligation Debt to Assessed Value |
|---|---|---|
| 2012 | $29,442,245 | 7.0% |
| 2011 | 30,955,000 | 7.2 |
| 2010 | 29,875,000 | 7.0 |
| 2009 | 20,100,000 | 5.3 |
| 2008 | 14,640,000 | 3.9 |

**Overlapping General Obligation Indebtedness**

(as of October, 2013)

| | 2010 Population | Current Assessed Valuation | General Obligation Bonded Debt | General Obligation Bonded Debt Per Capita |
|---|---|---|---|---|
| Forrest County | 74,935 | $609,097,124 | $29,985,000 | $400.14 |

| School District | Current Assessed Valuation | Total General Obligation Bonded Debt |
|---|---|---|
| Hattiesburg Public School District | $324,969,239 | $9,020,000[30] |

[30] Source: September 30, 2012 Audited Financial Statement of the District.

# APPENDIX B

# INFORMATION ON THE SYSTEM

## COMBINED WATER AND SEWER SYSTEM

### General

The City owns and operates through its Water & Sewer Department, a combined water and sewer system. The City has met all requirements set forth by the Mississippi Department of Natural Resources and the Environmental Protection Agency.

The water portion of the system utilizes 12 wells having a total capacity of 22.7 million gallons per day. Plant #1 located on Lakeview Road in north Hattiesburg is supplied by 4 wells having a total estimated capacity of 10 million gallons per day. The James Street Plant is supplied by four wells having a total estimated capacity of 6.16 million gallons per day. One additional well with a total estimated capacity of 2.16 million gallons per day, as well as a 1.0 million gallon per day elevated storage tank, are located west of Wesley Medical Center. The water portion of the System consists of approximately 252 miles of treated water transmission lines, approximately 1,750 fire hydrants and eight water storage tanks with a total estimated storage capacity of 13.95 million gallons. The water portion of the System serves approximately 16,000 connections with a service population of approximately 50,000.

The City's sewer portion of the System consists of 290 miles of lateral and outfall sewers, manholes spaced 200-500 feet apart; and 63 pumping stations and force mains. Treatment of sewage is provided by a 384-acre, four-celled aerated pond located in southeast Hattiesburg near Leaf River, as well as a five-celled aerated lagoon near the northeast City limits, with such treatment facilities having a total permitted treatment capacity of 24,000,000 gallons per day.

### Capital Improvement Program

The City will continue to make normal improvements, extensions and repairs to the System in general conformance with the City's Water and Wastewater Master plan.

### Combined Water and Sewer System Enterprise Fund

The System is maintained as a separate accounting entity and is operated as an "enterprise fund". It is used to account for water and sewer services provided to residents of the City and some residents outside its incorporated area. All activities necessary to provide such services are accounted for in this fund, including administration, engineering, plumbing and purification, transmission and distribution, financing and debt service, and billing and collections.

### Management of the System

The System is operated and maintained by the City's Water & Sewer Department. The government is governed by the City Council consisting of five members, under administrative control of the Mayor. The City Clerk and the Chief Financial Officer maintain the books of accounts and prepare financial statements for the System.

### Establishment of Rates

Rates for water and sewer services are established by the City Council, which, if a series of bonds are outstanding, must consider, among other things, the rate covenant contained in the bond resolution. Newly adopted rates become effective as to each user one month after they have been adopted by the City Council, provided however, that such newly adopted rates may become effective immediately upon the unanimous approval of the City Council based on a finding of good cause and a statement in the adopting ordinance of the reason why it is necessary that the new rates become effective immediately.

**Rate Structure**

Billings for water and sewer charges are prepared by the City's Data Processing Department from data entry from customer accounts performed by the Water Department Billing Office. All customers are billed monthly. All billings are deposited into the City's Water & Sewer Revenue Fund. Monthly transfers are made the first day of the subsequent month to the Water & Sewer Operation & Maintenance Fund, the Water & Sewer Bond & Interest Funds and the Water & Sewer Construction Fund.

The minimum monthly service charge for water customers is $11.03 for 3,000 gallons. For any amount above 3,000 gallons, the charge is $3.32 per 1,000 gallons. The base sewer service charge is $3.32 per 1,000 gallons, with a minimum monthly charge of $11.03 for 3,000 gallons. For measured water flow, the base sewer service charge shall be ninety percent (100%) of the flow applied to the base water rate.

Sewer rates to customers outside the City limits are double the monthly charges for customers living inside the City.

The following is an estimated breakdown of total water and sewer charges for residential, commercial and industrial customers of the System as of September 30, 2011 (amounts contained in the following chart do not include miscellaneous charges):

| | Residential Customers | Commercial and Industrial Customers |
|---|---|---|
| Water charges: | $3,621,261 | $2,704,923 |
| Sewer charges: | $2,663,840 | $2,881,495* |
| TOTAL: | $6,113,498 | $5,586,418 |

*Includes treatment contract payments.

The City now provides sewer service to an area outside the City limits, a certificated area, which has its own rates regulated by the Public Service Commission, State of Mississippi. All other customers living outside the City limits shall pay double the monthly charges for water and sewer, and all connection and other service fees.

The total number of current water customers within the System is approximately 16,000. The total number of gallons of water used annually is approximately 3,200,000,000 gallons per year.

The ten largest users of water per gallon/per month are listed below:

| TEN LARGEST CUSTOMERS: | USAGE (gallons per month) |
|---|---|
| Marshall Durbin | 23,943,000 |
| USA Yeast | 13,500,000 |
| University of Southern MS | 9,335,000 |
| Forrest General Hospital | 6,757,000 |
| Marshall Durbin Poultry | 5,022,000 |
| Western Container | 2,598,000 |
| Wesley Medical Center | 2,043,000 |
| Coca Cola Bottling Company | 1,487,000 |
| Resinalle | 1,309,000 |
| Reserve at Park Place | 1,108,000 |
| Total: | 67,102,000 |

The capacity, peak daily load and average daily use for the water facilities of the System are as follows:

| Current Water System | Number of Gallons per day |
|---|---|
| Capacity | 24,000,000 |
| Peak daily load | 9,700,000 |
| Average daily usage | 9,000,000 |

The following rates shall be charged and collected for the water system:

$3.32 per 1,000 gallons with a minimum charge of $11.03.

A monthly minimum charge shall be made based on the different sized meters as follows:

| Meter Size | Minimum Charge | Gallons or Less |
|---|---|---|
| 5/8 inch | $11.03 | 3,000 |
| 3/4 inch | $11.03 | 3,000 |
| 1 inch | $11.03 | 3,000 |
| 1½ inch | $11.03 | 3,000 |
| 2 inches | $11.03 | 3,000 |
| 3 inches | $11.03 | 3,000 |
| 4 inches | $11.03 | 3,000 |
| 6 inches | $11.03 | 3,000 |
| 8 inches | $11.03 | 3,000 |

The total number of current sewer customers within the System is approximately 16,000. The ten largest users of sewer per gallon/per month are listed below:

| TEN LARGEST CUSTOMERS: | USAGE (gallons per month) |
|---|---|
| Marshall Durbin | 31,800,000 |
| City of Petal | 30,000,000 |
| USA Yeast | 24,000,000 |
| Lamar Park | 15,000,000 |
| Forrest General Hospital | 10,200,000 |
| University of Southern MS | 7,371,000 |
| Western Container | 1,725,000 |
| Southeastern Concrete | 1,434,000 |
| Inland Container | 1,341,000 |
| Southern Bone & Joint | 123,000 |
| TOTAL: | 122,994,000 |

The current capacity of the sewer system is as follows:

| Current Sewer System | Number of Gallons per day |
|---|---|
| Capacity | 24,000,000 |
| Peak daily load | 18,900,000 |
| Average daily usage | 13,400,000 |

The following rates shall be charged and collected for the sanitary sewer service:

| User | Minimum Charge |
|---|---|
| Residential, Commercial and Industrial users whose discharge is primarily segregated domestic water or wastes from sanitary conveniences. | $ 3.32 per 1,000 gallons of flow |
| Commercial and Industrial users whose discharge contains other containments than contained in domestic waste. | Commercial users are charged $ 3.32 per 1,000 gallons of flow. |
| Disposal of domestic wastes from septic tanks. | $15.00 up to 1000 gallons, $25.00 up to 2000 gallons, $ 10.00 per additional 1000 gallons |

Flow measurements will be water meter readings unless wastewater discharge differs from water usage, in which case, the user shall construct and maintain a monitoring system acceptable to the City Engineer, take and record flows and report to the City monthly).

**Revenues Available for Debt Service**

The following schedule, based on projections and information supplied by the City, sets forth the actual and projected Net Revenues of the System for the period of Fiscal Years 2007 to 2017, which were based on the City's rate schedules adopted in October, 1999, September, 2003, December, 2005 (5%), 2% rate adjustments in Fiscal Years 2007 and 2008, 10% rate adjustment in FY 2010, 5% rate adjustment in FY 2011, 10% rate adjustment in FY 2013 and 5% rate adjustment in FY 2013 – FY 2017. Historical calculations were based on actual data in the City's annual audits (Fiscal Years 2007 through 2010), as well as on unaudited calculations (Fiscal Year 2011). Projected debt service coverage for Fiscal Years 2013-2017 ranges from a low of 1.88 in 2013 to a high of 2.99 in 2017. The schedule should be reviewed based on the following assumptions:

1. Assuming 16,000 water customers and 16,000 sewer customers;
2. Water and sewer rates adopted in October, 2011 are currently in place with 10% rate adjustment in FY 2013 and 5% rate adjustment in FY 2013 – FY 2017;
3. Water and sewer usage is projected to remain constant;
4. Revenue projections assume 1% increase in each Fiscal Year; and
5. Expense projections assume 3% increase in each Fiscal Year.

**Statements of Revenues and Expenditures**

[1] Includes (i) 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 legally available revenues of the City including revenues of the City's System; provided, however, said debt does not have a lien on the

| | (2% rate adjustment) 2007 Audited | (2% rate adjustment) 2008 Audited | (15% rate adjustment) 2009 Audited | (10% rate adjustment) 2010 Audited | (5% rate adjustment) 2011 Unaudited | (10% rate adjustment) 2013 Projected | (5% rate adjustment) 2013 Projected | (5% rate adjustment) 2014 Projected | (5% rate adjustment) 2015 Projected | (5% rate adjustment) 2016 Projected | (5% rate adjustment) 2017 Projected |
|---|---|---|---|---|---|---|---|---|---|---|---|
| REVENUES: | | | | | | | | | | | |
| Total Operating Revenues | $8,537,545 | $9,197,894 | $9,907,131 | $12,245,747 | $11,877,823 | $13,065,605 | $13,718,885 | $14,404,829 | $15,125,070 | $15,881,323 | $16,675,389 |
| EXPENDITURES: | | | | | | | | | | | |
| Operating Expenditures | $5,348,650 | $5,796,629 | $5,787,915 | $7,869,859 | $6,959,949 | $7,168,747 | $7,383,809 | $7,605,323 | $7,833,483 | $8,068,487 | $8,310,542 |
| Debt Service on Existing Debt w/o Lien on Net Revenues[1] | 1,364,914 | 1,368,939 | 1,371,851 | 2,084,675 | 2,018,996 | 1,798,254 | 1,746,162 | $1,287,870 | $1,293,761 | $1,290,432 | $1,059,525 |
| Total Expenditures | $6,713,564 | $7,165,568 | $7,159,766 | $9,954,534 | $8,978,945 | $8,967,001 | $9,129,971 | $8,893,193 | $9,127,244 | $9,358,919 | $9,370,067 |
| TOTAL NET REVENUES AVAILABLE FOR DEBT | $1,823,981 | $2,032,326 | $2,747,365 | $2,291,213 | $2,898,878 | $4,098,604 | $4,588,914 | $5,511,636 | $5,997,826 | $6,522,404 | $7,305,322 |
| SERIES 2006 NOTE[2] | $1,571,214 | $1,573,356 | $1,568,356 | $1,572,156 | $1,569,356 | $1,570,156 | $1,569,356 | $1,566,356 | $1,570,856 | $1,567,356 | $1,568,356 |
| EXISTING TOTAL DEBT SERVICE WITH LIEN ON NET REVENUES | $1,571,214 | $1,573,356 | $1,568,356 | $1,572,156 | $1,569,356 | $1,570,156 | $1,569,356 | $1,566,356 | $1,570,856 | $1,567,356 | $1,568,356 |
| EXISTING DEBT SERVICE COVERAGE | 1.16 | 1.29 | 1.75 | 1.46 | 1.85 | 2.61 | 2.92 | 3.52 | 3.82 | 4.16 | 4.66 |
| SERIES 2013 NOTE[3] | | | | | | | $874,.575 | $878,575 | $877,200 | $875,575 | $873,700 |
| TOTAL DEBT SERVICE COVERAGE | | | | | | | 1.88% | 2.25% | 2.45% | 2.67% | 2.99% |

revenues of the City's System. The promissory note and loan agreement secure the Mississippi Development Bank $2,950,000 Taxable Special Obligation Bonds, Series 2002A (Hattiesburg, Mississippi Water and Sewer Improvements Project), dated May 1, 2002 (10 yrs. @ 5.698% net interest cost); (ii) 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 legally available revenues of the City including revenues of the City's System; provided, however, said debt does not have a lien on the revenues of the City's System. The promissory note and loan agreement secure the Mississippi Development Bank $450,000 Special Obligation Bonds, Series 2002B (Hattiesburg, Mississippi Water and Sewer Improvements Project), dated May 1, 2002 (10 yrs. @ 4.064% net interest cost.); (iii) State Revolving Loans; (iv) lease payments; and (v) Series 2009 General Obligation $7,500,000 Water & Sewer Bonds & Series 2010 General Obligation $3,600,000 Water & Sewer Bonds.

[2] $17,000,000 Mississippi Development Bank Special Obligation Bonds, Sr. 2006 (Hattiesburg, MS Combined Water & Sewer System Project) 15 yrs. @ 4.3462216% net interest cost.

[3] Preliminary, subject to change, Projected $_____,000 Mississippi Development Bank Special Obligation Bonds, Sr. 2013 (Hattiesburg, MS Combined Water & Sewer System Project) 20 yrs. @ net interest costs of 3.0628566%.

**DEBT SERVICE REQUIREMENTS FOR THE 2013 NOTE.**

| FY Ending September 30 | 2013 Note | | |
|---|---|---|---|
| | Principal | Interest[3] | Total Debt Service for 2013 Note |
| 2013 | | | |
| 2013 | | | |
| 2014 | | | |
| 2015 | | | |
| 2016 | | | |
| 2017 | | | |
| 2018 | | | |
| 2019 | | | |
| 2020 | | | |
| 2021 | | | |
| 2022 | | | |
| 2023 | | | |
| 2024 | | | |
| 2025 | | | |
| 2026 | | | |
| 2027 | | | |
| 2028 | | | |
| 2029 | | | |
| 2030 | | | |
| 2031 | | | |
| Totals | | | |

[3]Calculated based on interest rates set forth on inside of front cover.

# APPENDIX C

# FORM OF BOND COUNSEL OPINION

## FORM OF BOND COUNSEL OPINION

Upon the delivery of the Series 2013 Bonds, Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Bond Counsel, proposes to deliver an opinion in substantially the following form:

Mississippi Development Bank
Jackson, Mississippi

Re: Mississippi Development Bank $_____ Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated _____, 2013 (the "Series 2013 Bonds")

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance by the Mississippi Development Bank ("Issuer") of its above defined Series 2013 Bonds pursuant to an Indenture of Trust ("Indenture"), dated as of _____, 2013 between the Issuer and Hancock Bank, Jackson, Mississippi, as Trustee ("Trustee"). We have examined the law and a certified transcript of proceedings of the Issuer relative to the authorization, issuance and sale of the Series 2013 Bonds and such other papers as we deem necessary to render this opinion, including (a) the Issuer's tax covenants and representations made in the Indenture and in certain tax certificates of the Issuer, and (b) the tax covenants and representations of the City of Hattiesburg, Mississippi (the "City"), made in the Loan Agreement dated ____, 2013 (the "Loan Agreement") between the Issuer and the City and in certain tax certificates of the City (collectively, (a) and (b) constitute the "Tax Representations and Covenants"). The Series 2013 Bonds are secured by and entitled to the provisions of the Indenture on a parity one with another and with any Refunding Bonds which may be issue pursuant to the Indenture.

Capitalized terms not defined herein shall have the definitions set forth in the Indenture and the Loan Agreement.

We have relied upon the certified transcript of proceedings and other certificates of public officials, including the Tax Representations and Covenants, and have not undertaken to verify any facts by independent investigation.

Based upon our examination, we are of the opinion, as of the date hereof, as follows:

1. The Series 2013 Bonds are the valid and binding limited obligations of the Issuer enforceable in accordance with the terms thereof. The Series 2013 Bonds are payable from and secured only by the certain payments and funds to be received by the Issuer and the Trustee and pledged to the Series 2013 Bonds under the Indenture.

2. The Indenture is a valid and binding agreement of the Issuer enforceable in accordance with its terms. The Indenture creates the valid pledge which it purports to create of the Funds and Accounts of the Indenture and the City's Series 2013 Note issued by the City under the Loan Agreement, including the investments thereof, subject to the application thereof to the purposes and on the conditions permitted by the Indenture.

3. Under statutes, decisions, regulations and rulings existing on this date, interest on the Series 2013 Bonds is exempt form income taxation in the State of Mississippi. This opinion relates only to the tax exemption of interest on the Series 2013 Bonds from State of Mississippi income tax.

4. Under federal statutes, decisions, regulations and rulings exiting on this date, interest on the Series 2013 Bonds is excludable from gross income for purposes of federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended and in effect on this date (the "Code") and interest on the Series 2013 Bonds is not treated as a specific item of tax preference under Section 57 of the Code in calculating the alternative minimum tax imposed by Section 55 of the Code. Such interest, however, is includable in the calculation of adjusted current earnings of certain corporations for purposes of computing the alternative minimum tax imposed by the Code on certain corporations.

The opinions regarding the excludability from gross income of interest on the Series 2013 Bonds for federal income tax purposes under Section 103 of the Code are conditioned on continuing compliance by the Issuer and the City with the Tax Representations and Covenants. Failure of either the City or the Issuer to comply with the Tax Representations and Covenants could cause interest on the Series 2013 Bonds to lose the excludability from gross income for federal income tax purposes retroactive to their date of issue. No opinion is expressed upon the consequences of owning the Series 2013 Bonds under any section of the Code other than Section 103 and Section 57.

It is to be understood that the rights of the owners of the Series 2013 Bonds and the enforceability of the Series 2013 Bonds and the Indenture may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity.

In rendering the foregoing opinions, we have assumed the accuracy and truthfulness of all public records and of all certificates, resolutions, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We also have assumed the genuineness of the signatures appearing upon such public records, certifications, resolutions, documents and proceedings. In rendering this opinion we have relied upon the opinion of Balch & Bingham, LLP, acting as counsel for the Issuer, dated the date hereof, as to the due authorization and execution by and enforceability against the Issuer as to the Series 2013 Bonds and the Indenture.

Very truly yours,

BUTLER, SNOW, O'MARA, STEVENS & CANNADA, PLLC

# APPENDIX D

# FORM OF CONTINUING DISCLOSURE AGREEMENT

**CONTINUING DISCLOSURE AGREEMENT**
**BY AND AMONG THE MISSISSIPPI DEVELOPMENT BANK,**
**THE CITY OF HATTIESBURG, MISSISSIPPI**
**AND THE HANCOCK BANK, JACKSON, MISSISSIPPI,**
**AS TRUSTEE**

**DATED AS OF _____, 2013**

In Connection with the Sale and Issuance of $_____ Mississippi Development Bank Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated as of _____, 2013 (the "Series 2013 Bonds");

**WHEREAS,** the Mississippi Development Bank (the "Bank") has heretofore authorized the issuance of the Series 2013 Bonds which are more particularly described in the Official Statement of the Bank in connection with the Series 2013 Bonds, dated _____, 2013 (the "Official Statement"); and

**WHEREAS,** the Bank has sold the Series 2013 Bonds through competitive sale to Duncan-Williams, Inc., Memphis, Tennessee and Piper Jaffary & Co, Memphis, Tennessee, (together, the "Original Purchaser"); and

**WHEREAS,** in the Bond Purchase Agreement and the Preliminary Official Statement, dated _____, 2013 (the "Preliminary Official Statement"), the Bank has heretofore acknowledged that the Original Purchaser may not purchase or sell the Series 2013 Bonds unless it has reasonably determined that the Bank has undertaken in a written agreement for the benefit of the holders or beneficial owners of the Series 2013 Bonds to provide certain continuing disclosure information as required by Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule"), and the Bank desires to assist the Original Purchaser of the Series 2013 Bonds in complying with the Rule; and

**WHEREAS,** in order to assist the Original Purchaser in complying with the Rule, the Bank and the City of Hattiesburg, Mississippi (the "City") have agreed to enter into this Continuing Disclosure Agreement (the "Agreement") with Hancock Bank, Jackson, Mississippi (the "Trustee"), for the benefit of the holders from time to time of the Series 2013 Bonds to provide certain information as required by the Rule (as hereinafter defined).

**NOW, THEREFORE, THE BANK AND THE CITY HEREBY REPRESENT, COVENANT AND AGREE AS FOLLOWS:**

**SECTION 1. Definitions.** In addition to the terms defined above, the following capitalized terms shall have the meanings ascribed thereto below. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture.

**"Beneficial Owner"** shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2013 Bond (including persons holding Series 2013 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2013 Bond for federal income tax purposes.

**"City Annual Financial Information"** shall mean the information summarized herein below under the heading "Annual Financial Information - City Undertaking."

**"EMMA"** shall mean the Electronic Municipal Market Access System found at http://emma.msrb.org which is the electronic format prescribed by the MSRB pursuant to the Rule.

**"Fiscal Year"** shall mean, when used with respect to the City, a period beginning on October 1 in any year and ending on September 30 of the following year or such other twelve-month period as may be adopted by the City in accordance with law.

**"Independent Accountant"** shall mean any firm of certified public accountants appointed by the City which is independent pursuant to the Statement on Auditing Standards No. 1 of the American Institute of Certified Public Accountants or the State Auditor.

**"Listed Events"** shall mean any of the events listed in Section 6 of this Disclosure Agreement.

**"MSRB"** shall mean the Municipal Securities Rulemaking Board. The electronic filings with the MSRB shall be through EMMA.

**"Participating Underwriter"** shall mean Duncan-Williams, Inc., Memphis, Tennessee and Piper Jaffray & Co., Memphis, Tennessee.

**"Registered Owner"** shall mean the person or persons in whose name any Series 2013 Bond is registered on the registration records of the Bank held and maintained by the Trustee.

**"Repository"** shall mean the MSRB and each State Repository, if any.

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

**"State"** shall mean the State of Mississippi.

**"State Repository"** shall mean any public or private repository or entity designated by the State as a State repository for the purposes of the Rule. As of the date of this Disclosure Agreement, there is no State Repository.

**SECTION 3. General.** Nothing in this Disclosure Agreement shall prevent the Bank, or the City from disseminating any information in addition to that required by this Disclosure Agreement. If the Bank or the City disseminates any such additional information, neither the Bank nor the City, respectively, shall have any obligation to update such information or include it in any further materials disseminated. All expenses and any other costs incurred by the Bank, the City or the Trustee in complying with this Disclosure Agreement shall be paid by the City.

**SECTION 4. Bank Undertaking.** The Bank hereby agrees for the benefit of the Registered Owners and the Beneficial Owners of the Series 2013 Bonds to provide to each Repository, in a timely manner, notice of any Listed Events.

**SECTION 5. City Undertaking.** The City hereby agrees for the benefit of the Registered Owners and the Beneficial Owners of the Series 2013 Bonds to provide:

(a) to each Repository, no later than 360 days after the end of each Fiscal Year:

(1) the City Annual Financial Information relating to such Fiscal Year together with audited financial statements for such Fiscal Year if audited financial statements are then available; provided, however, that if audited financial statements are not then available, the City shall deliver or cause to be delivered such audited financial statements, if any, to each Repository, when they become available; or

(2) notice of the failure of the City to provide the City Annual Financial Information; and

(b) (1) to each Repository, in a timely manner, notice of any Listed Events; and

(2) to each Repository, in writing, in a timely manner, notice of any event which, in the opinion of an authorized officer of the City had, or will have, a material effect on the financial condition or operations of the City.

**SECTION 6.** (a) In addition to the provisions of Sections 4 and 5 above, the Bank and the City shall give or cause to be given notice of the occurrence of any of the following Listed Events with respect to the Series 2013 Bonds, in a timely manner not in excess of ten (10) business days after the occurrence thereof, if material. All fifteen (15) events mandated by the Rule are listed below; however, some may not apply to the Series 2013 Bonds:

(1) Principal and interest payment delinquencies.

(2) Non-payment related defaults.

(3) Unscheduled draws on debt service reserves reflecting financial difficulties.

(4) Unscheduled draws on the 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 security, or other material events affecting the tax status of the security.

(7) Modification to rights of security holders.

(8) Bond calls.

(9) Tender offers.

(10) Defeasances.

(11) Release, substitution or sale of property securing repayment of the securities.

(12) Rating changes.

(13) Bankruptcy, insolvency, receivership or similar event of the Bank or the City.

(14) Consummation of a merger, consolidation, or acquisition involving the Bank or the City or the sale of all or substantially all of the assets of the Bank or the City, 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.

(15) The appointment of a successor or additional trustee or the change of name of a trustee.

(b) Any Listed Event under subsection (a)(1), (3), (4), (5), (6), (9), (10), (12), or (13) of this Section will always be deemed to be material.

**SECTION 7. Annual Financial Information.**

**General**. The contents, presentation and format of the City Annual Financial Information may be modified from time to time as determined in the judgment of the City to conform to changes in the Rule to disclosure principles or practices and legal requirements followed by or applicable to the City, provided that such modifications shall comply with the requirements of the Rule.

**City Undertaking.** City Annual Financial Information is defined to include:

(a) a brief narrative discussion of the results of operations and financial condition of the City for such Fiscal Year; and

(b) updated financial and operating information relating to the City set forth in the tables and text in the following sections of the Official Statement: "APPENDIX A - INFORMATION ON THE CITY" and "APPENDIX B –INFORMATION ON THE SYSTEM."

**SECTION 8. Financial Statements.** The annual financial statements for the City for each Fiscal Year shall be prepared in accordance with generally accepted accounting principles in effect from time to time. Such financial statements shall be audited by an Independent Accountant.

**SECTION 9. Remedies.** This Disclosure Agreement is enforceable in accordance with its terms by any Registered Owner or Beneficial Owner of the Series 2013 Bonds either directly or as a third party beneficiary. Any Registered Owner or Beneficial Owner of the Series 2013 Bonds shall have the rights, for the equal benefit and protection of all Registered Owners and Beneficial Owners of the Series 2013 Bonds, by mandamus or other suit or proceeding at law or in equity, to enforce its rights against the Bank and the City and any of the officers, agents and employees of the Bank and the City, and to compel the Bank and the City or any such officers, agents or employees to perform and carry out their duties under their respective undertakings; provided that such rights shall be limited to an action to compel specific enforcement of the obligations of the Bank and the City hereunder and shall not include any rights to monetary damages.

The Trustee shall not be obligated or liable to any Registered Owner or Beneficial Owner of the Series 2013 Bonds or other party with respect to any aspect of the implementation, operation or enforcement of any undertaking set forth herein. If the Trustee is made a party to any litigation or legal action involving any undertaking, the City shall pay the legal fees and related costs and expenses of the Trustee in connection with such litigation or legal action.

**SECTION 10. Amendments.** This Disclosure Agreement may be amended, changed or modified pursuant to a written instrument signed by the Bank, the City and the Trustee, with the consent of the Insurer and without the consent of any of the Registered Owners and Beneficial Owners of the Series 2013 Bonds, (a) to comply with the provisions of the Rule, (b) to cure any ambiguity, remedy any omission, or cure or correct any defect or inconsistent provision in the undertakings of the Bank and the City, or (c) if the Bank or the City make a determination that any such amendment will not have a material adverse effect on the interests of the Registered Owners and Beneficial Owners of the Series 2013 Bonds; provided, that any such amendment, change or modification comply with the provisions of the Rule.

**SECTION 11. Parties in Interest; Governing Law.** This Disclosure Agreement is executed and delivered for the sole benefit of the Registered Owners and Beneficial Owners of the Series 2013 Bonds and shall be governed by the laws of the State.

**SECTION 12. Termination.** The undertaking of the Bank and the City hereunder shall terminate on the earlier of (a) _____ 1, 20__, in the event that the Series 2013 Bonds have not been issued by such date; (b) such date that the Rule, or the provisions thereof are no longer effective; or (c) the date upon which there are no Series 2013 Bonds Outstanding (as defined in the Indenture).

**SECTION 13. Counterparts.** This Disclosure 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 instrument.

**IN WITNESS WHEREOF,** the Bank, the City and the Trustee have caused this Disclosure Agreement to be executed by their respective officers, duly authorized, all as of this _____ day of_____, 2013.

**MISSISSIPPI DEVELOPMENT BANK**

**By_____**
**Executive Director**

**ATTEST:**

**By:_____**
**Secretary**

**(SEAL)**

**THE CITY OF HATTIESBURG, MISSISSIPPI**

**By_____**
**Mayor**

**ATTEST:**

**By: _____**
**City Clerk**

**ACCEPTED BY:**

**HANCOCK BANK**
**JACKSON, MISSISSIPPI, as Trustee**

**By_____**
**Title_____**

**APPENDIX E**

**CITY OF HATTIESBURG MISSISSIPPI**
**AUDITED FINANCIAL STATEMENTS FOR YEAR ENDED SEPTEMBER 30, 2012**
**AND**
**BUDGET FOR FISCAL YEAR ENDING SEPTEMBER 30, 2014**

**FINANCIAL STATEMENTS AND SUPPLEMENTAL INFORMATION FOR YEAR ENDED SEPTEMBER 30, 2012**

**BUDGET FOR FISCAL YEAR ENDING**
**SEPTEMBER 30, 2014**

# EXHIBIT F

# SPECIMEN BOND INSURANCE POLICY



ButlerSnow 18030241v2

ButlerSnow 18030241v2

ButlerSnow 18030241v2

ButlerSnow 18030241v2

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") APPROVING THE FORM OF AND THE EXECUTION OF A BOND PURCHASE AGREEMENT IN CONNECTION WITH THE SALE BY THE MISSISSIPPI DEVELOPMENT BANK (THE "BANK") OF ITS SPECIAL OBLIGATION BONDS, SERIES 2013 (HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM REFUNDING AND CONSTRUCTION PROJECT) IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWENTY EIGHT MILLION DOLLARS ($28,000,000) TO PROVIDE FUNDS FOR A LOAN BETWEEN THE CITY AND THE BANK PURSUANT TO THE LOAN AGREEMENT SECURED BY A PROMISSORY NOTE (HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM REFUNDING AND CONSTRUCTION PROJECT) IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWENTY EIGHT MILLION DOLLARS ($28,000,000) (THE "NOTE"); AND APPROVING THE FORM OF AND EXECUTION OF, AS APPLICABLE, THE LOAN AGREEMENT, THE NOTE, THE INDENTURE OF TRUST, THE PRELIMINARY OFFICIAL STATEMENT AND THE BOND PURCHASE AGREEMENT (ALL AS HEREIN DEFINED).**

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

1. The City is authorized under the provisions of Sections 21-27-23 and 21-27-41 through 21-27-69, Mississippi Code of 1972, as amended from time to time (the "Bond Act") and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended from time to time (the "Bank Act" and together with the Bond Act, the "Act"), to borrow in such amounts from the Mississippi Development Bank (the "Bank") as it may find necessary and proper in order to provide funds for (i) repairing, improving and extending the combined water and sewer system of the City (the "System") which repairs, improvements, and extensions are to be done substantially in accordance with plans and specifications prepared by engineers employed by the City and approved by the Governing Body (the "Construction Project"), (ii) the current refunding of the City's outstanding General Obligation Note, Series 2013, dated March 29, 2013, issued in the original principal amount of $3,000,0000 (the "Refunding Project"), and (iii) other authorized purposed under the Act, including funding a debt service reserve fund for the Series 2013 Bonds (as hereinafter defined), paying capitalized interest and paying the costs of issuance for the Series 2013 Bonds and the Series 2013 Note (as hereinafter defined) (together, the "Project").

2. On August 21, 2013, the Governing Body of the City adopted a certain resolution entitled "RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, TO ISSUE COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2013, OF THE CITY OF HATTIESBURG, MISSISSIPPI, OR TO BORROW FUNDS BY ENTERING INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWENTY EIGHT MILLION DOLLARS ($28,000,000) TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR (I) IMPROVING, REPAIRING, AND EXTENDING THE COMBINED WATER AND SEWER SYSTEM OF THE CITY OF HATTIESBURG, MISSISSIPPI; (II) REFUNDING THE OUTSTANDING CITY OF HATTIESBURG, MISSISSIPPI $3,000,000 GENERAL OBLIGATION NOTE, SERIES 2013,

DATED MARCH 19, 2013; AND (III) FOR OTHER AUTHORIZED PURPOSES UNDER MISSISSIPPI CODE SECTIONS 31-25-1 ET SEQ., AS AMENDED, AND/OR SECTIONS 21-27-23 AND 21-27-41 THROUGH 21-27-69, AS AMENDED, AS APPLICABLE; AND DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION" (the "Intent Resolution").

3. As required by law and as directed by the Intent Resolution, the Intent Resolution was published once a week for at least three (3) consecutive weeks in *The Hattiesburg American*, a newspaper published in and having a general circulation within the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, and the last publication of the Intent Resolution being (a) not more than ten (10) days prior to October 4, 2013, the date set forth in the Intent Resolution as the deadline for the filing of objection or protest and (b) more than ten (10) days prior to October 8, 2013, the date set forth in the Intent Resolution for the meeting of the Governing Body to authorize the issuance of the Series 2013 Bonds or entering into a Loan (as defined herein) with the Bank, such notice being published in the newspaper on September 13, 20 and 27, 2013.

4. On October 8, 2013, the Governing Body of the City adopted a resolution (the "No Protest Resolution") stating that on or prior to the hour of 5:00 o'clock p.m. on October 4, 2013, no petition signed by twenty percent (20%) of the qualified electors of the City objecting to and protesting against the issuance of the bonds or the loan nor any other objection of any kind or character against the bonds or the loan described in the Intent Resolution had been filed or presented by the qualified electors of the City, and authorized the loan.

5. The Intent Resolution and the No Protest Resolution of the Governing Body, as described above, and this resolution meet the requirements of the Act and are acceptable with respect to the issuance of the Series 2013 Note.

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

7. It is necessary, proper and economically feasible that the City borrow money by entering into the Loan with the Bank secured by the Series 2013 Note pursuant to the Act for the purposes herein stated and under the procedures hereinafter set forth and as provided by law to provide funds for the Project.

8. After careful study and investigation by the City, it appears to be in the best interest of the City, and in furtherance of the Act to authorize the issuance of not to exceed $28,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), to be dated the date of delivery thereof (the "Series 2013 Bonds"), for the purpose of making the Loan to the City (the "Loan") under the terms and provisions of the Loan Agreement secured by the Series 2013 Note for the purpose of providing funds for the Project.

9. The Governing Body desires (i) to authorize the sale of the sale of the Series 2013 Bonds to Duncan-Williams, Inc., Memphis, Tennessee and Piper Jaffray & Co., Memphis, Tennessee (together, the "Original Purchaser"); (ii) to approve the form of and distribution of the preliminary official statement (the "Preliminary Official Statement") in connection with the sale of the Series 2013 Bonds; (iii) to approve the form of and authorize the execution of the Bond

Purchase Agreement (the "Bond Purchase Agreement"), by the Mayor and City Clerk, acting for and on behalf of the Governing Body of the City, for the sale of the Series 2013 Bonds to the Original Purchaser, subject to approval by the Bank and certain other conditions as hereinafter set forth; (iv) to approve the payment of costs of issuance expenses for the Series 2013 Bonds and the Series 2013 Note; and (v) to approve other related matters.

10. If in the opinion of the Bank, Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Ridgeland, Mississippi, as Bond Counsel (the "Bond Counsel"), the Original Purchaser, and Government Consultants, Inc., Jackson, Mississippi, as financial advisor to the Bank (the "Financial Advisor"), a supplement or amendment to the Preliminary Official Statement and/or Official Statement (the "Official Statement") is necessary to provide proper disclosure for the Series 2013 Bonds, the Governing Body of the City desires to authorize (a) Bond Counsel and/or Original Purchaser's counsel, to prepare such supplement or amendment to the Preliminary Official Statement and/or the Official Statement in a form and in a manner approved by the Original Purchaser and (b) the Original Purchaser to provide distribution of such supplement or amendment to the Preliminary Official Statement and/or Official Statement, as the case may be, in connection with the sale of the Series 2013 Bonds.

11. The Governing Body finds it necessary to approve the form of and execution of, as applicable, the Loan Agreement, to be dated the date of delivery thereof, between the Bank and the City (the "Loan Agreement"), the Series 2013 Note, the Indenture of Trust, to be dated the date of delivery of the Series 2013 Bonds, between the Bank and Hancock Bank, Jackson, Mississippi (the "Trustee") (the "Indenture"), and the Bond Purchase Agreement (the "Bond Purchase Agreement"), by and among the Bank, the City and the Original Purchaser of the Series 2013 Bonds.

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

**SECTION 1.** The Governing Body of the City does hereby approve the sale of the Series 2013 Bonds to the Original Purchaser. Based on the recommendation of the Financial Advisor and Bond Counsel, the Mayor is hereby authorized to execute the Bond Purchase Agreement for the sale by the Bank of the Series 2013 Bonds with such changes, insertions and omissions as may be approved by such officer, said execution being evidence of such approval provided that the parameters in the following sentence are met. The Governing Body hereby agrees to approve the sale of the Series 2013 Bonds by the Bank pursuant to the terms and conditions of the Bond Purchase Agreement subject to the approval of the Mayor of the following: (1) net interest cost of not more than eleven percent (11%) for the Series 2013 Bonds; (2) approval by the Bank of the Bond Purchase Agreement for the sale of the Series 2013 Bonds evidenced by the Bank's execution of the Bond Purchase Agreement; (3) term of the Series 2013 Bonds of not to exceed 30 years; (4) bond size for the Series 2013 Bonds of not to exceed $28,000,000, and (5) terms and provisions of the Series 2013 Bonds in compliance with the Act.

**SECTION 2.** The Loan Agreement, including the form of the Series 2013 Note, is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute said Loan Agreement and Series 2013 Note on behalf of the City. All provisions of the Loan Agreement, including the Series 2013 Note, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be a part of this resolution fully and to the same

extent as if separately set out verbatim herein, which said Loan Agreement and Series 2013 Note shall be in substantially the form attached hereto as **EXHIBIT A**, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

**SECTION 3.** The form of the Indenture as submitted to this meeting and made a part of this resolution as though set forth in full herein shall be, and the same hereby is, approved in substantially the form as attached hereto as **EXHIBIT B** with such completions, changes, insertions and modifications as shall be approved by the Mayor and City Clerk prior to execution and delivery by the Mississippi Development Bank and the Trustee in connection with the Loan to the City of the proceeds of the Series 2013 Bonds.

**SECTION 4.** The Preliminary Official Statement and the Bond Purchase Agreement for utilization in the sale of the Series 2013 Bonds are hereby approved and ratified in substantially the form attached hereto as **EXHIBIT C** and **EXHIBIT D**, respectively. The Mayor is hereby authorized and directed to execute and deliver, as applicable, the Preliminary Official Statement and the Bond Purchase Agreement with such changes, insertions and omissions as may be approved by such officer, said execution being conclusive evidence of such approval. The Mayor is hereby authorized and directed to approve the final Official Statement on behalf of the Governing Body with such changes from the Preliminary Official Statement as he may approve, and, the Governing Body hereby authorizes and ratifies, the distribution of said Preliminary Official Statement and the Bond Purchase Agreement and said final Official Statement and the use thereof by the Financial Advisor and Bond Counsel in connection with the sale of the Series 2013 Bonds.

**SECTION 5.** If in the opinion of Bond Counsel, the Original Purchaser and the Financial Advisor, a supplement or amendment to the Preliminary Official Statement and/or Official Statement is necessary to provide proper disclosure for the Series 2013 Bonds, the Governing Body of the City hereby authorizes (a) Bond Counsel and/or Original Purchaser's counsel to prepare and distribute such supplement or amendment to the Preliminary Official Statement and/or the Official Statement in a form and in a manner approved by the Original Purchaser, and (b) the Original Purchaser to provide distribution of such supplement or amendment to the Preliminary Official Statement and/or Official Statement, as the case may be, in connection with the sale of the Series 2013 Bonds, with the distribution of such supplement or amendment being conclusive evidence of the approval of the Governing Body of the City.

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

**SECTION 7.** Hancock Bank, Jackson, Mississippi, is hereby approved by the City to serve as trustee under the Indenture (the "Trustee").

**SECTION 8.** Upon receiving the recommendation of the Financial Advisor to the Bank, Bond Counsel and Counsel to the City, the Mayor is hereby authorized and directed to make all final determinations necessary to prepare the Preliminary Official Statement, the Bond Purchase Agreement, the Indenture, the Loan Agreement and the Series 2013 Note for the sale of the Series 2013 Bonds, including the date of sale, the dated date of the Series 2013 Bonds, the final

principal amount of the Series 2013 Bonds, the maturity schedule relating to the Series 2013 Bonds, the redemption terms of the Series 2013 Bonds and any other terms thereof; provided, however, that all such determinations shall be made subject to approval by the Mayor, acting for and on behalf of the City, pursuant to this resolution and the Executive Director of the Bank, acting for and on behalf of the Bank, pursuant to a resolution to be adopted by the Bank at its November meeting, to be evidenced by the execution of the Bond Purchase Agreement for the sale of the Series 2013 Bonds.

**SECTION 9.** If the Bank executes a commitment for the provision of municipal bond insurance and/or a debt service reserve surety bond for the Series 2013 Bonds and any additional documents and certificates which are required by any provider of such municipal bond insurance and/or debt service reserve surety bond selected to provide credit enhancement in connection with the issuance of the Series 2013 Bonds, the Mayor is hereby authorized to approve any changes, insertions and omissions as may be required by the provider of the municipal bond insurance and/or debt service reserve surety bond to the Indenture, the Loan Agreement, the Series 2013 Note, or the Preliminary Official Statement as are approved by the Executive Director of the Bank evidenced by his execution of the commitment for said municipal bond insurance and/or debt service reserve surety bond and other additional documents and certificates for each of the Series 2013 Bonds.

**SECTION 10.** The Mayor and City Clerk are hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the Trustee to pay on the Closing Date of the Series 2013 Bonds the costs of issuance of said Series 2013 Bonds and the Series 2013 Note; provided, however, total costs of issuance for said Series 2013 Bonds and the Series 2013 Note (excluding the Original Purchaser's discount and excluding the premiums for municipal bond insurance and the debt service reserve surety bond and the original issue discount) shall not exceed 5% of the par amount of the Series 2013 Bonds.

**SECTION 11.** The Mayor and the City Clerk be, and they are hereby authorized and directed for and on behalf of the Governing Body, to take any and all such action as may be required by the City to carry out and to give effect to the aforesaid documents authorized pursuant to this resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this resolution in order to evidence said authority, including the approval of the final Official Statement in connection with the Series 2013 Bonds.

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

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

**YEAS:** Bradley, Delgado, Carroll, Dryden, Naylor **NAYS:** None **ABSENT:**

The President thereby declared the motion carried and the resolution adopted, this the 22nd day of October, 2013.

**(SEAL)**

**ATTEST:**

**CLERK OF COUNCIL**

**ADOPTED:**

**PRESIDENT**

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 22nd day of October, 2013.

Connie Everett (DC)
**CITY CLERK**

**MAYOR**

**EXHIBIT A**

**FORM OF LOAN AGREEMENT AND SERIES 2013 NOTE**

**LOAN AGREEMENT**

**BETWEEN**

**MISSISSIPPI DEVELOPMENT BANK**

**AND**

**THE CITY OF HATTIESBURG, MISSISSIPPI**

**ACKNOWLEDGED AND ACCEPTED BY:**

**HANCOCK BANK**
**JACKSON, MISSISSIPPI**

**SECURED BY:**

**$28,000,000**
**PROMISSORY NOTE**
**(HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM REFUNDING AND CONSTRUCTION PROJECT)**
**DATED AS OF _____, 2013**

**The interest of the Mississippi Development Bank in this Loan Agreement, except for certain rights retained by the Issuer pursuant to Section 4.6 hereof, has been assigned to Hancock Bank, Jackson, Mississippi, as Indenture Trustee.**

**This instrument was drafted by:**

**BUTLER, SNOW, O'MARA, STEVENS & CANNADA, PLLC**
**Attorneys At Law**
**Suite 1400**
**1020 Highland Colony Parkway**
**Post Office Box 6010**
**Ridgeland, MS 39158-6010**

**and**

**THE MAY LAW FIRM, PLLC**
**728 North Congress Street**
**Jackson, MS 39225**

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## LOAN AGREEMENT

This **LOAN AGREEMENT**, dated as of _____, 2013 (the "Loan Agreement"), is by and between the **MISSISSIPPI DEVELOPMENT BANK**, a public body corporate and politic of the State of Mississippi (the "State"), exercising essential public functions (the "Bank" or "Issuer") and organized under the provisions of Mississippi Code of 1972, Sections 31-25-1 et seq. (as from time to time amended, the "Bank Act"), and the **CITY OF HATTIESBURG, MISSISSIPPI**, a political subdivision organized and validly existing under the Constitution and laws of the State of Mississippi (the "City").

## RECITALS:

A. The Issuer is authorized by the provisions of the Bank Act, to, among other things, loan money to local governmental units for any purposes set forth under the Bank Act and to finance such assistance to such local governmental units by the issuance of revenue bonds.

B. The Issuer is further authorized to issue revenue bonds for the purpose of providing funds to pay all or a part of the cost of providing the aforementioned loans to local governmental units; and to pledge or assign any money, rents, charges, fees or other revenues and any proceeds derived from the loans with such local governmental units.

C. The Issuer has duly authorized as a project under Sections 21-27-23 and 21-27-41 through 21-27-69, Mississippi Code of 1972 as amended from time to time (the "Bond Act" and together with the Bank Act, the "Act") the Bank Act the financing of the Project (as hereinafter defined).

D. The Issuer has duly authorized the issuance, as provided in the Indenture (as hereinafter defined), of its Mississippi Development Bank Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) (the "Series 2013 Bonds") pursuant to the Act in the maximum aggregate principal amount of $28,000,000 in order to loan the Net Proceeds, as hereinafter defined, thereof to the City to provide for the financing of the Construction Project, as hereinafter defined, pursuant to this Loan Agreement secured by a promissory note whereby the amount of payments to be made to the Issuer by the City under the promissory note shall be sufficient to pay the principal of, premium, if any, and interest on the Series 2013 Bonds as and when the same shall become due and payable.

E. The Series 2013 Bonds are to be issued pursuant to and secured by an Indenture dated even date herewith, by and between the Issuer and the Indenture Trustee (as hereinafter defined).

F. The Issuer shall loan the proceeds of the Series 2013 Bonds to the City pursuant to the terms and provisions of this Loan Agreement as authorized, executed and delivered by the City.

G. The Series 2013 Bonds are being issued with a Bond Insurance Policy, as hereinafter defined, issued by Assured Guaranty Municipal Corp. guaranteeing the scheduled payment of the principal of and interest on the Series 2013 Bonds when due. Notwithstanding

anything to the contrary as set forth in the Loan Agreement, all provisions of the Loan Agreement are subject to the terms and provisions of the Bond Insurance Policy, the Reserve Policy and the Insurance Agreement, all as hereinafter defined, as set forth in ARTICLE XIII and XIV of the Indenture and as set forth in each document.

H. To further secure the payment of the Series 2013 Bonds pursuant to this Loan Agreement, the City has authorized, executed and delivered a promissory note, which promissory note and this Loan Agreement (except certain rights retained by the Issuer) the Issuer has assigned or will assign to the Indenture Trustee and are being issued on parity with the City's 2006 Note and 2012 Note, as hereinafter defined.

I. To further secure the payment of the Series 2013 Bonds, the City will pledge the Net Revenues, as hereinafter defined, of the combined water and sewer system (the "System") of the City, subject to the parity lien of the 2006 Note and 2012 Note of the City.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS LOAN AGREEMENT WITNESSETH:**

That the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, do hereby agree as follows:

## ARTICLE I

## DEFINITIONS, EXHIBITS AND MISCELLANEOUS

### SECTION 1.1. Definitions.

The terms used herein, unless the context hereof shall require otherwise, shall have the following meanings, and any other terms defined in Section 1.01 of the Indenture (as set forth in **EXHIBIT A** and incorporated herein by reference) shall have the same meanings when used herein as assigned them in the Indenture, unless the context or use thereof indicates another or different meaning or intent.

Act: Sections 31-25-1 et seq. of the Mississippi Code of 1972, as amended and supplemented;

Additional Charges: the payments required by Section 4.4 of this Loan Agreement;

Administrative Expenses: the reasonable and necessary fees, costs or expenses incurred or payable by the City to the Issuer pursuant to this Loan Agreement or the Indenture, including compensation and expenses paid to or incurred by the Indenture Trustee or any paying agent under this Loan Agreement or the Indenture;

Amortized Value: when used with respect to securities purchased at a premium above or a discount below par, the value as of any given date obtained by dividing the total amount of the premium or the discount at which such securities were purchased by the number of days remaining to maturity of such securities at the time of such purchase and by multiplying the amount so calculated by the number of days having passed from the date of such purchase; and

(i) in the case of securities purchased at a premium, by deducting the product thus obtained from the purchase price and (ii) in the case of securities purchased at a discount, by adding the product thus obtained to the purchase price;

Annual Budget: the budget or amended budget in effect as provided in or adopted pursuant to Section 6.9 hereof;

Authorized City Representative: any person or persons at the time designated to act on behalf of the City by a written certificate, signed on behalf of the City by its Mayor or other duly authorized Person and its Clerk or other authorized Person and furnished to the Issuer and the Indenture Trustee, containing the specimen signature of each such person;

Bank: the Mississippi Development Bank, a public body corporate and politic of the State of Mississippi, exercising essential public functions and organized under the provisions of the Bank Act;

Bank Act: Section s 31-25-1 et seq. of the Mississippi Code of 1972, as amended and supplemented from time to time.

Basic Payments: the payments required by Section 4.2 of this Loan Agreement;

Bond Act: Sections 21-27-23 and 21-27-41 through 21-27-69, Mississippi Code of 1972, as amended and supplemented from time to time.

Bond Closing: the date on which there is delivery by the Issuer of, and payment for, the Bonds;

Bond Documents: the Indenture, the Loan Agreement, the Series 2013 Note, the Bond Purchase Agreement and all other agreements, instruments, documents, notices of assignment, schedules, assignments, pledges, powers of attorney, leases, trust account agreements, certificates, consents, contracts, notices, and all other written matter and all amendments, modifications, supplements, extensions and restatements thereof and thereto, and all agreements, notes, documents or instruments delivered in substitution therefor, or in lieu thereof, whether heretofore, now, or hereafter executed by or on behalf of the City, or any other person which are delivered to the Indenture Trustee, Issuer or any participant with respect to the transactions contemplated in the Indenture;

Bond Insurance Policy: means the financial guaranty insurance policy issued by the Bond Insurer guaranteeing the scheduled payment of the principal of and interest on the Series 2013 Bonds when due.

Bond Insurer: means Assured Guaranty Municipal Corp., a New York stock insurance corporation, or any successor thereto or assignee therof;

Bond Purchase Agreement: means the Bond Purchase Agreement dated _____, 2013, between the Issuer, the City and the Original Purchaser providing for the sale of the Series 2013 Bonds to the Original Purchaser;

Bondholder or Holder: the Person in whose name a Series 2013 Bond is registered in the Bond Register;

Bond Register: the registration records of the Bank kept by the Indenture Trustee to evidence the registration and transfer of the Series 2013 Bonds;

Certificate: as the case may be, either (i) a signed document attesting to or acknowledging the circumstances, representations or other matters therein stated or set forth or (ii) a signed document setting forth matters to be determined by an Authorized City Representative pursuant to this Loan Agreement;

City: the City of Hattiesburg, Mississippi;

Bond Counsel: the firm of Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Ridgeland, Mississippi, or any other firm of nationally recognized bond counsel experienced in tax exempt bond financing selected by the City and acceptable to the Issuer and the Indenture Trustee;

Code or Internal Revenue Code: the Internal Revenue Code of 1986, as amended and all applicable Treasury Regulations promulgated thereunder;

Completion Certificate: the Certificate of Completion required by Section 3.4 hereof;

Completion Date: the date as set forth in the Completion Certificate required in Section 3.4 hereof;

Construction Project: all repairs, improvements and extensions of the City's System funded from a portion of the Net Loan Proceeds of the Series 2013 Bonds;

Consulting Engineer: a reputable engineer or firm of engineers experienced in conducting analyses, tests, and studies and in rendering reports, advice and opinions in the area of water and sewer utility facilities construction and planning, selected by the City and may be a certified engineer who is an employee of the City;

Costs of the Construction Project: to the extent permitted by the Act and the Code and as applicable, whether incurred prior to or after the date of this Loan Agreement, (a) obligations of the Issuer or of the City incurred for labor, materials, machinery, equipment and other expenses and to architects, contractors, builders and materialmen in connection with the acquisition, construction, installation and equipping of the Construction Project and improvements thereto including, but not limited to, the cost of the acquisition of any land for the Construction Project; (b) the cost of contract or performance bonds or of other bonds and of insurance of all kinds that may be required or necessary prior to or during the course of construction, installation and equipping of the Construction Project; (c) all costs of architectural and engineering services, including the expenses of the Bank and the City for test boring, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or as a result of the proper construction, installation and equipping of the Construction Project; (d) compensation and expenses of the Bank, and the Indenture Trustee, legal, accounting, financial and printing expenses, fees and all other expenses incurred in connection with the issuance of the Series 2013

Bonds, which are not otherwise provided for under the terms of this Loan Agreement; (e) all other costs which the Bank or the City shall be required to pay under the terms of any contract or contracts for the acquisition (by purchase, lease or otherwise), construction, installation and equipping of the Construction Project; (f) any sums required to reimburse the Bank or the City for advances made by either of them for any of the above items, or for any other costs incurred and for work done by either of them, which are properly chargeable to the Construction Project being acquired, constructed, installed and equipped; (g) all Administrative Expenses; and (h) any other expenses or fees of the City, the Bank or the Indenture Trustee, which in the opinion of the City, the Issuer, or the Indenture Trustee respectively, are related to the Construction Project or the Series 2013 Bonds, including but not limited to, commitment and legal fees and the costs, fees and expenses of the Original Purchaser in connection with the initial sale and issuance of the Series 2013 Bonds;

Costs of the Refunding Project: to the extent permitted by the Act and the Code and as applicable, whether incurred prior to or after the date of this Loan Agreement, costs incurred in connection with the current refunding of the Refunded Bonds, including compensation and expenses of the Bank, and the Indenture Trustee, legal, accounting, financial and printing expenses, fees and all other expenses incurred in connection with the issuance of the Series 2013 Bonds, which are not otherwise provided for under the terms of this Loan Agreement and any other expenses or fees of the City, the Bank or the Indenture Trustee, which in the opinion of the City, the Issuer, or the Indenture Trustee respectively, are related to the Refunding Project or the portion of the Series 2013 Bonds issued for the Refunding Project and costs related thereto, including but not limited to, commitment and legal fees and the costs, fees and expenses of the Original Purchaser in connection with the initial sale and issuance of the Series 2013 Bonds issued for the Refunding Project and costs related thereto;

Costs of the Project: together the Costs of the Construction Project and the Costs of the Refunding Project;

Date of this Loan Agreement: as of _____, 2013;

Debt Service Payment: the aggregate of the interest and principal payable on the Series 2013 Note and any Parity Indebtedness for the specific period designated under this Loan Agreement;

Debt Service Reserve Fund: collectively all the debt service reserve funds, including Accounts created thereunder, which are required for the Bonds issued under the Indenture, as it may be supplemented from time to time;

Debt Service Reserve Requirement: means the lesser of the following: (i) of the maximum amount of principal and interest becoming due in the current or any future bond year (meaning each 1 year period (or such shorter period as hereinafter defined) beginning on _____ 2 of one year and ending on _____ 1 of the following year ___ except, however, the first bond year shall be from the issue date of the Series 2013 Bonds until _____ 1, 201___) on all Series 2013 Bonds then outstanding; (ii) 125% of average annual debt service on the Series 2013 Bonds; or (iii) 10% of the stated principal amount of the Series 2013 Bonds or if such issue of Series 2013 Bonds has more than a *de minimus* amount (as defined in Section 1.148-1(b) of the Treasury

Regulations) of original issue discount or premium, ten percent (10%) of the issue price (as defined in Section 1.1481(b) of the Treasury Regulations), which Debt Service Reserve Requirement may be funded with cash or a Reserve Fund Credit Facility; provided, however, that upon initial issuance of the Series 2013 Bonds, the Debt Service Reserve Requirement will mean the amount set forth in (i) hereinabove and in future years if the amount of the Debt Service Reserve Requirement should equal an amount in excess of the lesser of (i), (ii) and (iii) above, the funds held in the Debt Service Reserve Requirement will not be invested as a yield in excess of the yield on the Series 2013 Bonds.

Depository: any bank, trust company or national banking association selected by the City and approved by the Indenture Trustee as a depository of moneys and securities held under the provisions of this Loan Agreement, and its successor or assign or successors or assigns;

Discharge Date: the date on which all Outstanding Series 2013 Bonds are discharged under Article IX of the Indenture;

Event of Default: any of the events set forth in Section 10.1;

Fiduciary or Fiduciaries: the Indenture Trustee, the paying agent, the Depository or any or all of them, as may be appropriate;

Fiscal Year: when used with respect to the City, a period beginning on October 1 in any year and ending on September 30 of the following year or such other twelve month period as may be adopted by the City in accordance with law;

Fund: any fund described in Article VI of the Indenture;

General Account: the account by that name created by Section 6.02 of the Indenture for the Series 2013 Bonds;

Indenture: the Indenture of Trust by and between the Issuer and Indenture Trustee, as the same may from time to time be amended or supplemented as herein provided;

Indenture Trustee: Hancock Bank, Jackson, Mississippi, or any successor trustee appointed, qualified and then acting as such under the provisions of the Indenture;

Independent Accountant: the Audit Department of the State of Mississippi or a certified public accountant or firm of certified public accountants registered and qualified to practice as such under the laws of the State of Mississippi and reasonably acceptable to the Indenture Trustee, and not regularly employed by the Issuer or the City, except to perform independent audits of the books and records of either or both of them or the System or other similar periodic reviews;

Inspecting Architect: such architect or engineer retained by City and approved by the Bank;

Interest Payment Date: each _____ 1 and ____ 1, commencing _____ 1, 20__, and ending on the date of payment in full of the Series 2013 Bonds;

Internal Revenue Code or Code: the Internal Revenue Code of 1986, as amended, and all applicable Treasury Regulations;

Investment Securities: includes all securities, instruments and the like in which the City is authorized to invest its funds under applicable law, including the Act;

Issuance Expenses: any and all costs and expenses relating to the issuance, sale and delivery of the Series 2013 Bonds, and the execution and delivery of this Loan Agreement, the Indenture and the Series 2013 Note, including, but not limited to, all fees and expenses of legal counsel, financial consultants, feasibility consultants and accountants, the initial fees and expenses of the Indenture Trustee, any fee to be paid to the Issuer, the preparation and printing of this Loan Agreement, the Series 2013 Note, the Indenture, any preliminary official statement and final official statement, the Series 2013 Bonds and all other related closing documents, and all other expenses relating to the issuance, sale and delivery of the Series 2013 Bonds required to be paid from the proceeds of the Series 2013 Bonds and any other costs which are treated as "issuance costs" within the meaning of Section 147(g) of the Code including any premium for the Bond Insurance Policy to be issued by the Bond Insurer;

Issuer: the Bank;

Loan: the loan of Net Proceeds of the Series 2013 Bonds by the Issuer to the City described in Section 4.1 of this Loan Agreement;

Loan Agreement: this Loan Agreement by and between the Issuer and the City, as the same may from time to time be amended or supplemented as provided herein and in the Indenture;

Loan Agreement Fund or Loan Agreement Funds: one or more of the special funds and accounts created and established pursuant to this Loan Agreement for the Series 2013 Note and the funds created pursuant to the 2006 Loan Agreement for the 2006 Note and the 2012 Loan Agreement for the 2012 Note;

Loan Proceeds: the Net Proceeds of the sale of the Series 2013 Bonds and investment earnings thereon held by the City in the Loan Agreement Funds;

Net Bond Proceeds: proceeds from the sale of the Series 2013 Bonds at the public offering price including accrued interest, if any, from the dated date of the Series 2013 Bonds to the date of delivery thereof, including interest earnings thereon;

Net Proceeds: Net Bond Proceeds, including any interest earnings thereon, less (i) capitalized interest, if any, (ii) such Net Bond Proceeds used to pay or reimburse for the payment of Issuance Expenses and any other neutral costs and (iii) funds used to fund the Debt Service Reserve Fund;

Net Revenues: gross revenues of the System less Operating Expenses for the operation and maintenance of the System and less debt service payments for the Parity Debt of the City;

Note Payments: together the amounts paid or required to be paid, from time to time, for principal and interest on the Series 2013 Note held by the Indenture Trustee pursuant to the Indenture;

Note Year: the period from Closing Date through _____ 1, 20___, and thereafter each twelve (12) month period from each _____ 2 to and including _____ 1 of the following year, beginning with the period ending _____ 1, 20___;

Operating Expenses: the City's operation and maintenance expenses in connection with the System which include the following: expenses for operation, maintenance, repairs, ordinary replacement and ordinary reconstruction of the System and shall include, without limiting the generality of the foregoing, administrative expenses, salaries for employees, utilities, labor, material, supplies and equipment necessary for the operation and maintenance of the System, and transportation cost from the delivery point to the System, or alternative delivery point, insurance premiums, legal, engineering and other consulting expenses, payments to pension, retirement, group life insurance, health and hospitalization funds, or other employee benefit funds, and any other expenses required to be paid by the City and applicable in the circumstances, and the expenses, liabilities and compensation of the Fiduciaries required to be paid under this Loan Agreement, all to the extent properly attributable to the City and its System;

Original Purchaser: Duncan Williams, Inc., Memphis, Tennessee and Piper Jaffray & Co., Memphis, Tennessee, as the original purchaser of the Series 2013 Bonds;

Outstanding: all Series 2013 Bonds which have been authenticated and delivered by the Indenture Trustee under the Indenture, including Series 2013 Bonds held by the Bank, except:

(1) Series 2013 Bonds cancelled after purchase in the open market or because of payment at or redemption prior to maturity;

(2) Series 2013 Bonds deemed paid under Article IX of the Indenture; and

(3) Series 2013 Bonds in lieu of which other Series 2013 Bonds have been authenticated under Section 3.05, 3.06 or 3.10 of the Indenture;

Parity Debt: the 2006 Note and the 2012 Note;

Parity Indebtedness: indebtedness of the City, the payments of which are secured by a lien on System Revenues on a parity with the lien securing the Series 2013 Note, including the 2006 Note and the 2012 Note, but excluding the Series 2013 Note;

Permitted Encumbrances: shall mean and include the Parity Debt;

Persons: an individual, a corporation, an association, a joint stock company, a business trust, a partnership, a joint venture, a limited liability company, an unincorporated organization, or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof;

Plans and Specifications: the plans and specifications for the construction of the Construction Project prepared by the Architect, as the same may be modified and amended from time to time;

Redemption Date: when used with respect to any Series 2013 Bond to be redeemed shall mean the date on which it is to be redeemed pursuant to the Indenture;

Redemption Price: when used with respect to any Series 2013 Bond to be redeemed shall mean the price at which it is to be redeemed pursuant to the Indenture;

Refunded Note: the 2013 Note maturing in the years 20__ through 20__, both inclusive;

Refunding Project: providing funds for the refunding of the Refunded Note;

Related Documents: any amendment, supplement, modification to, or waiver of, the Indenture or any other transaction document, including the Loan Agreement and any underlying security agreement, that requires the consent of Bondholders;

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

Reserve Policy: means the Municipal Bond Debt Service Reserve Insurance Policy issued by the Bond Insurer guaranteeing certain payments into the Debt Service Reserve Fund with respect to the Series 2013 Bonds as provided therein and subject to the limitations set forth therein;

Reserve Policy Provider: means the Bond Insurer;

Series 2013 Bonds: the $28,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated _____, 2013, issued pursuant to the Indenture;

Series 2013 Debt Service Fund: the Series 2013 Debt Service Fund so designated which is created and established by Section 5.4 hereof;

Series 2013 Note: the $28,000,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated _____ , 2013, of the City to the Bank, the form of which is attached hereto as **EXHIBIT B**;

Series 2013 Project: means providing funds for (i) the Construction Project; (ii) the Refunding Project, (iii) funding the Debt Service Reserve Fund for the Series 2013 Bonds, including the payment of the premium for the Reserve Policy, (iv) paying capitalized interest, and (v) paying the costs of issuance of the Series 2013 Bonds and the Series 2013 Note, including the payment of the premium for the Bond Insurance Policy;

Series 2013 Project Fund: means the Series 2013 Project Fund so designated which is created and described in Sections 5.1 and 5.2 hereof.

State: the State of Mississippi;

System: the combined water and sewer system of the City and all related improvements and equipment, together with all additions to, replacements of and substitutions for any of the foregoing which may be made as permitted or required by the Bank (which includes the Construction Project), but excluding any property released as authorized by the Bank;

System Revenues: all revenues derived from the System or a pledge of income or revenues, funds or monies of the City from any source whatsoever;

Tax Certificate: the City's Tax Certificate delivered as of the Bond Closing for the Series 2013 Bonds and the execution and delivery of the Series 2013 Note;

Term of this Loan Agreement: the period of time commencing on the date of this Loan Agreement and terminating on the final maturity date of the Series 2013 Bonds or upon earlier termination of this Loan Agreement under Section 9.2, whichever date occurs sooner;

Treasury Regulations: all proposed, temporary or permanent federal income tax regulations then in effect and applicable;

2006 Bonds: means the Bank's $17,000,000 Special Obligation Bonds, Series 2006 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated June 28, 2006, issued pursuant to the 2006 Indenture;

2006 Contingent Fund: the contingent fund so designated and created in the 2006 Loan Agreement and described in Section 5.1 and Section 5.6 hereof;

2006 Debt Service Fund: means the debt service fund so created under the 2006 Loan Agreement;

2006 Debt Service Reserve Fund: means the debt service reserve fund so designated and created under the 2006 Indenture;

2006 Debt Service Reserve Requirement: means the debt service reserve requirement described under the 2006 Indenture;

2006 Indenture: means the Indenture of Trust by and between the Bank and the 2006 Indenture Trustee dated as of June 28, 2006, in connection with the 2006 Bonds;

2006 Indenture Trustee: means Hancock Bank, Jackson, Mississippi;

2006 Loan Agreement: means the loan agreement by between the City and the Bank dated as of June 28, 2006, providing for the loan between the City and the Bank, which loan was funded from the proceeds of the 2006 Bonds;

2006 Loan Agreement Funds: means the loan agreement funds created under the 2006 Loan Agreement for the 2006 Note and notes issued on a parity with the 2006 Note;

2006 Note: means the $17,000,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated June 28, 2006 of the City;

2006 Operation and Maintenance Fund: means the operation and maintenance fund so designated and created in the 2006 Loan Agreement for the 2006 Note and debt issued on parity therewith such as the Series 2013 Note and described in Sections 5.1 and 5.5 hereof; and

2006 Revenue Fund: means the revenue fund so designated and created in the 2006 Loan Agreement and described in Sections 5.1 and 5.3 hereof.

2012 Bonds: means the Bank's $12,500,000 Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated March 29, 2012, issued pursuant to the 2012 Indenture;

2012 Debt Service Fund: means the debt service fund so created under the 2012 Loan Agreement;

2012 Debt Service Reserve Fund: means the debt service reserve fund so designated and created under the 2012 Indenture;

2012 Debt Service Reserve Requirement: means the debt service reserve requirement described under the 2012 Indenture;

2012 Indenture: means the Indenture of Trust by and between the Bank and the 2012 Indenture Trustee dated as of March 29, 2012, in connection with the 2012 Bonds;

2012 Indenture Trustee: means Hancock Bank, Jackson, Mississippi;

2012 Loan Agreement: means the loan agreement by between the City and the Bank dated as of March 29, 2012 providing for the loan between the City and the Bank, which loan was funded from the proceeds of the 2012 Bonds;

2012 Loan Agreement Funds: means the loan agreement funds created under the 2012 Loan Agreement for the 2012 Note and notes issued on a parity with the 2012 Note;

2012 Note: means the $12,500,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated March 29, 2012 of the City;

2013 Note: means the $3,000,000 General Obligation Note, Series 2013, dated March 19, 2013 of the City;

2013 Note Paying Agent: means _____.

**SECTION 1.2. Exhibits.**

The following Exhibits are attached to and by reference made a part of this Loan Agreement:

(1) **EXHIBIT A: DEFINITIONS FROM INDENTURE;**

(2) **EXHIBIT B: FORM OF SERIES 2013 NOTE; and**

(3) **EXHIBIT C: FORM OF PROJECT FUND REQUISITION.**

**SECTION 1.3. City's Acts.**

Where the City is permitted or required to do or accomplish any act or thing hereunder, the City may cause the same to be done or accomplished by a third party selected by the City with the same force and effect as if done or accomplished by the City.

**SECTION 1.4. Rules of Interpretation.**

(a) The words "herein" and "hereof" and "hereunder" and words of similar import, without reference to any particular section or subdivision, refer to this Loan Agreement as a whole rather than to any particular section or subdivision of this Loan Agreement.

(b) References in this Loan Agreement to any particular article, section or subdivision hereof are to the designated article, section or subdivision of this Loan Agreement as originally executed.

(c) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles; and all computations provided for herein shall be made in accordance with generally accepted accounting principles consistently applied and applied on the same basis as in prior years.

(d) The Table of Contents and titles of articles and sections herein are for convenience only and are not a part of this Loan Agreement.

(e) Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa.

(f) Articles, sections, subsections and clauses mentioned by number only are those so numbered which are contained in this Loan Agreement.

(g) For purposes of this Loan Agreement and the Indenture, a petition in bankruptcy shall be deemed dismissed only if either (1) the petition is dismissed by order of a court of competent jurisdiction and no further appeal rights exist from such order or (2) the City notifies the Indenture Trustee that such a dismissal has occurred.

(h) Any opinion of counsel required hereunder shall be a written opinion of such counsel.

## ARTICLE II

## REPRESENTATIONS OF ISSUER AND CITY

**SECTION 2.1. Representations by the Issuer.**

The Issuer makes the following representations as the basis for the undertakings on the part of the City herein contained:

(1) The Issuer is a public body corporate and politic of the State of Mississippi, exercising essential public functions and organized under the provisions of the Act;

(2) The Issuer has full power and authority to enter into the transactions contemplated by this Loan Agreement, the Indenture and the other Bond Documents to which it is a party and to perform its obligations hereunder and thereunder;

(3) The Issuer is not in default under any provisions of the laws of the State material to the performance of its obligations under this Loan Agreement;

(4) The Issuer has been duly authorized to execute and deliver this Loan Agreement, the Indenture and the assignment of the Series 2013 Note to the Indenture Trustee and by proper action has duly authorized the execution and delivery hereof and thereof and as to the Issuer, this Loan Agreement, the Indenture, the assignment of the Series 2013 Note to the Indenture Trustee and the other Bond Documents to which it is a party are valid and legally binding and enforceable in accordance with their terms, except to the extent that the enforceability thereof may be limited (a) by bankruptcy, reorganization, or similar laws limiting the enforceability of creditors' rights generally or (b) by the availability of any discretionary equitable remedies;

(5) The loan of the Net Proceeds of the Series 2013 Bonds for the Project as provided by this Loan Agreement, will further the purposes of the Act, to wit: to assist local governmental units in obtaining financing for those purposes set forth under the Act in furtherance of its governmental purpose;

(6) Under existing statutes and decisions no taxes on income or profits are imposed on the Issuer;

(7) There is not pending any suit, action or proceeding against the Issuer before or by any court, arbitrator, administrative agency or other governmental authority

which materially and adversely affects the validity, as to the Issuer, of this Loan Agreement or the Indenture, any of its obligations hereunder or thereunder or any of the transactions contemplated hereby or thereby; and

(8) No public official of the Issuer has either a direct or indirect financial interest in this Loan Agreement nor will any public official either directly or indirectly benefit financially from this Loan Agreement.

**SECTION 2.2. Representations and Warranties of the City.**

The City represents, covenants and warrants as follows:

(1) The City is a political subdivision of the State of Mississippi duly organized and validly existing under the Constitution and the laws of the State of Mississippi and the City is a local governmental unit within the meaning of the Act;

(2) The execution, delivery and performance by the City of this Loan Agreement and the Series 2013 Note and each of the other Bond Documents to which it is a party are (i) within the City's governmental powers, and (ii) have been duly authorized by all necessary actions of the governing body of the City;

(3) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the City of this Loan Agreement, the Series 2013 Note and the other Bond Documents to which the City is a party;

(4) The design and plan of the Construction Project comprises an authorized purpose within the meaning of the Act; and it is presently intended and reasonably expected that the City will operate the Construction Project and the System throughout the term of this Loan Agreement in the normal conduct of the City's governmental functions;

(5) To the best of the City's knowledge, as of the date hereof, the use of the Construction Project as designed and proposed to be operated complies, in all material respects, with all presently applicable development, pollution control, water conservation and other laws, regulations, rules and ordinances of the federal government and the State of Mississippi and the respective agencies thereof and the political subdivisions in which the Construction Project is located;

(6) The Net Proceeds of the Series 2013 Bonds, together with any other funds to be contributed to the Construction Project by the City or otherwise in accordance with this Loan Agreement, will be sufficient to pay the Costs of the Construction Project;

(7) The City has reviewed and approved the provisions of the Indenture;

(8) To the best of the City's knowledge, no public official of the City has either a direct or indirect financial interest in this Loan Agreement nor will any public official either directly or indirectly benefit financially from this Loan Agreement;

(9) This Loan Agreement, the Series 2013 Note and the other Bond Documents to which the City is a party are legal, valid and binding obligations of the City, and are enforceable against the City in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally or by the availability of any discretionary equitable remedies;

(10) There is no pending action or proceeding before any court, governmental agency or arbitrator against or directly involving the City and, to the best of the City's knowledge, there is no threatened action or proceeding affecting the City or any of its assets before any court, governmental agency or arbitrator (i) which, in any case, may materially and adversely affect the financial condition or operations of the City or the System, (ii) which seeks to restrain or would otherwise have a material adverse effect on the transactions contemplated herein, or (iii) which would affect the validity or enforceability of this Loan Agreement, the Series 2013 Note or the other Bond Documents;

(11) None of the assets of the System are subject to any lien except for Permitted Encumbrances;

(12) The City is not in default in the payment or performance of any of its obligations or in the performance of any mortgage, indenture, lease, contract or other agreement, instrument or undertaking to which it is a party or by which it or any of its assets may be bound, which default would have a material and adverse effect on the governmental functions, operations, assets or condition, financial or otherwise, of the City or the System, either individually or taken as a whole. No Event of Default hereunder or under the Series 2013 Note or any other Bond Document has occurred and is continuing. The City is not in default under any order, award or decree of any court, arbitrator, or governmental authority binding upon or affecting it or by which any of its assets may be bound or affected which default would have a material adverse effect on the governmental functions, operations, assets or condition, financial or otherwise, of the City or the System, either individually or taken as a whole, and no such order, award or decree adversely affects the ability of the City to carry on its governmental functions as currently conducted or the ability of the City to perform its obligations under this Loan Agreement, the Series 2013 Note and the other Bond Documents to which it is a party;

(13) The City is not a party to any contract or agreement or subject to any restriction which materially and adversely affects its governmental functions, its property or assets, or financial condition. The City is not a party to, or otherwise subject to any provision contained in, any instrument evidencing indebtedness of the City, any agreement relating thereto or any other contract or agreement (including their charters) which restricts or otherwise limits the incurring of the indebtedness to be represented by this Loan Agreement, the Series 2013 Note and the other Bond Documents;

(14) The City is in compliance with all laws, orders, regulations and ordinances of all federal, foreign, state and local governmental authorities binding upon or affecting the governmental functions, operation or assets of the City or the System, except for laws,

orders, regulations and ordinances the violation of which would not, in the aggregate, have a material and adverse effect on the City's or System's financial condition;

(15) There is no fact known to the City which materially adversely affects or in the future may (so far as the City can now foresee) materially adversely affect the property, assets or financial condition of the City or the System which has not been set forth in this Loan Agreement, the Series 2013 Note or in the other Bond Documents, prior to the date hereof in connection with the transactions contemplated hereby;

(16) The City hereby incorporates herein and makes each of the representations and warranties contained in the other Bond Documents to which it is a party, operative and applicable for the benefit of Issuer and the Indenture Trustee as if the same were set forth at length herein;

(17) All roads, easements and other necessary modes of ingress and egress to the Construction Project necessary for the full utilization of the Construction Project for its intended purposes or for the construction of the Construction Project have been completed or obtained or will be completed prior to commencement of construction of the improvements to the Construction Project in accordance with the Plans and Specifications; and

(18) The City has not received notice of, and has no knowledge of, (i) any proceedings, whether actual, pending or threatened, for the taking under the power of eminent domain or any similar power or right, of all or any portion of the Construction Project; or (ii) any damage to or destruction of any portion of the Construction Project; or (iii) any zoning, building, fire or health code violations in respect of the Construction Project which have not heretofore been corrected.

(19) The City (i) is in compliance with all representations and covenants set forth in the 2006 Loan Agreement and the 2012 Loan Agreement, (ii) is not in default regarding payments due for the Parity Debt, (iii) has fully funded the 2006 Debt Service Reserve Fund under the 2006 Indenture, and the 2012 Debt Service Reserve Fund under the 2012 Indenture, and such accounts contain such amounts as required under the 2006 Loan Agreement and the 2012 Loan Agreement, and (iv) has paid all amounts currently due and payable under the 2006 Loan Agreement and the 2012 Loan Agreement.

**SECTION 2.3. Survival.**

The foregoing representations, covenants and warranties of the City shall be continuing and shall survive the execution and delivery of this Loan Agreement, the Series 2013 Note and the other Bond Documents. The disbursement of Loan Proceeds from the Project Fund by the City shall constitute a certification by the City that the aforesaid representations, covenants and warranties are true and correct in all material respects as of the date of such disbursement.

## ARTICLE III

## APPLICATION OF LOAN PROCEEDS; REFUNDING PROJECT AND THE CONSTRUCTION PROJECT

**SECTION 3.1. Application of Loan Proceeds; Refunding Project and Construction Project.**

(a) Simultaneously with the delivery of the Series 2013 Bonds by the Indenture Trustee, the Net Proceeds of the Series 2013 Bonds will be transferred by the Indenture Trustee, as the assignee for the Issuer under the Loan Agreement and the Series 2013 Note, as follows for the Refunding Project and the Construction Project:

(1) Transfer of $_____.00 to the 2013 Note Paying Agent, which funds, together with certain Transferred Funds from the City in the amount of $_____, will provide funds for the Refunding Project; and

(2) $_____ in Net Proceeds of the Series 2013 Bonds shall be paid to the City for deposit in the Series 2013 Project Fund, to be held by the Indenture Trustee for the Construction Project.

(a) Refunding Project. The proceeds of the Loan transferred to the 2013 Note Paying Agent, which together with certain Transferred Funds from the City, will be sufficient to effectuate the refunding of the Refunded Note on _____, 20___.

(b) Construction Project. At or prior to delivery of the Bonds, but in all events prior to any disbursement of Loan Proceeds from the Project Fund, if requested, the City shall submit all Plans and Specifications, architect's agreements and construction contracts to the Indenture Trustee. The City shall construct and equip or cause to be constructed and equipped the Construction Project substantially in accordance with the Plans and Specifications. The City shall obtain all approvals requisite to the construction and installation of the Construction Project, and shall construct and install the Construction Project in compliance with all federal, state and local laws and regulations; provided however, no such law or laws and regulations shall discriminate against the City. Upon completion of the Construction Project, the City will furnish to the Indenture Trustee and the Bank, if requested, copies of all required permits and authorizations authorizing the occupancy and uses of the Construction Project for the purposes contemplated by the City. The City will take such action and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts, including the correction of any defective work. Any amounts recovered as damages, refunds, adjustments or otherwise in connection with the foregoing (a) if the City has corrected, at its own expense, the matter which gave rise to such default or breach, shall be paid to the City or (b) if the City has not corrected, at its own expense, the matter which gave rise to such default or breach, shall be paid to the Indenture Trustee for deposit into the Project Fund, unless recovered after delivery of the Completion Certificate and full disposition of the Project Fund in accordance with Section 3.4, in which case they shall be paid into the General Account under the Indenture.

**SECTION 3.2. Completion of Construction.**

The City shall construct and install the Construction Project with all reasonable dispatch and shall cause the Construction Project to be completed on or before the Completion Date.

**SECTION 3.3. Payment for Construction Project.**

(a) Payments of Costs of the Construction Project by the City, including Costs of the Construction Project expended or incurred as of the time of delivery of the Series 2013 Bonds, shall be made from time to time by the Indenture Trustee out of the Project Fund upon presentation to the Indenture Trustee of a requisition (the form of which is attached hereto as **EXHIBIT C**) from the City (with copies to be furnished to the Issuer upon its request), as prepared by the City pursuant to the invoices or statements from a contractor, vendor or other payee or other document reasonably acceptable and on file with the City.

(b) Construction costs may have to be paid in advance of work or while work is in progress, but prior to acceptable completion. The City may at its discretion make payments for such construction costs based on its reasonable reliance upon expected acceptable completion of such work.

(c) Money in the Project Fund, except as otherwise provided herein, shall be used solely for making disbursements by the Indenture Trustee for payment of the Costs of the Construction Project as provided in this Article and pursuant to each requisition submitted to the Indenture Trustee.

**SECTION 3.4. Completion of Construction Project.**

The completion of the Construction Project shall be evidenced to the Indenture Trustee (and the Issuer upon its request) by a certificate of completion (the "Completion Certificate") signed by an Authorized City Representative to the effect that, except for amounts retained by the City for the payment of Costs of the Construction Project not then due and payable, which shall be retained as provided in Section 3.5, the Construction Project has been constructed and installed and substantially completed as of a date stated in such Completion Certificate to the City's satisfaction and in substantial accordance with the Plans and Specifications, and is suitable and sufficient for its purposes.

The Completion Certificate shall specify the date as of which construction of the Construction Project was substantially completed. Notwithstanding the foregoing, the Completion Certificate shall state that it is given without prejudice to any rights the Issuer or the City may have against third parties which may exist at the date of such Completion Certificate or which may subsequently come into being. If additional payments out of the Project Fund are then required, such payments shall be delivered by the City in the form specified in Section 3.3(a).

Upon receipt of the items specified in this Section and in Section 3.3, the City shall requisition from the Indenture Trustee payment to the City, or any payee designated by the City of the amount requested, including any amount withheld pursuant to this Section 3.4.

**SECTION 3.5. Disposition of Surplus Funds.**

If any moneys remain in the Project Fund (excluding moneys earned on investments made pursuant to the Indenture) after the Completion Date and after payment of all costs then due and payable, such moneys (except for amounts retained in the Project Fund for payment of Costs of the Construction Project incurred but not then due and payable, which amounts shall, notwithstanding anything to the contrary contained in Section 3.4 hereof, be disbursed by the City on the terms and conditions set forth in Section 3.3 hereof) shall be used to redeem a portion of the principal of the Series 2013 Bonds at par in the manner provided in the Indenture. Any portion of such monies not so applied to the redemption of the Series 2013 Bonds shall be deposited in the General Account. Interest earned from investments and held in the Project Fund, Interest Account held by the Indenture Trustee under this Loan Agreement, is to be used by the City for the Construction Project and to the extent not needed for the Construction Project will be used by the City to pay interest on Series 2013 Bonds accrued during and following the construction of the Construction Project until fully utilized, and not to redeem Series 2013 Bonds.

**SECTION 3.6. Insufficient Series 2013 Bond Proceeds.**

If the moneys in the Series 2013 Project Fund, including interest earned thereon, are not sufficient to pay fully the complete Costs of the Construction Project, the City will nonetheless complete the Construction Project and will, at its sole expense, pay all such additional expenses as may be necessary to complete the Construction Project substantially in accordance with the Plans and Specifications and shall equip it for operation. The Issuer does not make any warranty, either express or implied, that the moneys which will be paid into the Series 2013 Project Fund, and which, under the provisions of this Loan Agreement, will be available for payment of the Costs of the Construction Project, will be sufficient to pay all such costs. If after exhaustion of the moneys in the Project Fund, including the interest earned thereon held in the Project Fund, Interest Account, the City pays any portion of the Costs of the Construction Project, it shall not be entitled to any reimbursement therefor from the Issuer, the Indenture Trustee or the Bondholders, nor shall it be entitled to any diminution or postponement of the Basic Payments or Additional Charges payable hereunder and under the Series 2013 Note.

**SECTION 3.7. Payment of Costs by City.**

The City agrees that it will provide any and all money required for the prompt and full payment of:

(1) All legal (including Bond Counsel and counsel to the City, the Original Purchaser, the Issuer and the Indenture Trustee), financial advisor, municipal bond insurance and accounting fees and expenses, administrative and rating agency fees (if any), printing and engraving costs and other expenses incurred and to be incurred with respect to (i) the authorization, sale, validation and issuance of the Series 2013 Bonds, or (ii) the preparation of this Loan Agreement, the Indenture, the Series 2013 Note and all other documents necessary to the Bond Closing or required by this Loan Agreement or the Indenture;

(2) Premiums on all insurance; and

(3) All reasonable fees and expenses of the Indenture Trustee and paying agent under the Indenture.

**SECTION 3.8. Issuance of Series 2013 Bonds.**

The Issuer has contracted for the sale of the Series 2013 Bonds authorized by the Indenture, and the City has and does approve the terms of the Indenture. Forthwith upon execution of this Loan Agreement and the Indenture, or as soon thereafter as practicable, the Issuer will execute the Series 2013 Bonds and cause them to be authenticated by the Indenture Trustee and delivered to the Original Purchaser in accordance with the Original Purchaser's bid for the purchase of the Series 2013 Bonds upon payment of the purchase price and filing with the Indenture Trustee of the opinion of Bond Counsel as to the legality of the Series 2013 Bonds and the furnishing of all other documents required by this Loan Agreement and the Indenture to be furnished before delivery. The Issuer will then cause the proceeds of the Series 2013 Bonds to be transmitted to the Indenture Trustee.

## ARTICLE IV

## THE LOAN, BASIC PAYMENTS AND ADDITIONAL CHARGES

**SECTION 4.1. The Loan.**

The Issuer agrees, upon the terms and conditions herein specified, to lend to the City the Net Proceeds received by the Issuer from the sale of the Series 2013 Bonds, by causing such Net Proceeds to be deposited with the Indenture Trustee for disposition as provided herein and in the Indenture. The amount of the Loan shall also be deemed to include any "discount" or any other amount by which the aggregate price at which the Issuer sells the Series 2013 Bonds to the Original Purchaser is less than the aggregate principal amount of the Series 2013 Bonds. The obligation of the Issuer to make the Loan shall be deemed fully discharged upon so depositing the Net Proceeds of the Series 2013 Bonds with the Indenture Trustee as set forth herein.

**SECTION 4.2. Basic Payments.**

(a) Subject to the provisions for prepayment set forth in Section 9.2, the City agrees to pay the Loan as follows:

(1) The City shall pay to the Indenture Trustee for the account of the Issuer an amount equal to the aggregate principal amount of the Outstanding Series 2013 Bonds and, as interest on its obligation to pay such amount, an amount equal to interest on the Series 2013 Bonds, such amounts to be paid on the first day of each month, commencing _____ 1, 20__ for interest payments and commencing _____ 1, 20___ for principal payments, as follows:

(A) an amount equal to one-sixth (1/6th) or such applicable fraction necessary to provide the interest due on the Outstanding Series 2013 Bonds on the next succeeding Interest Payment Date; and

(B) an amount equal to one-twelfth (1/12th) or such applicable fraction necessary to provide the next installment of principal becoming due on the Series 2013 Bonds;

provided, however, that the obligation of the City to make any such payment hereunder shall be reduced by (i) the amount of funds in the General Fund under the Indenture representing capitalized interest, including interest earned thereon, to be utilized for interest on the next succeeding Interest Payment Date for the Series 2013 Bonds; and (ii) the amount of any reduction under the Indenture of the amount of the corresponding payment required to be made by the Bank thereunder; and

(2) The City shall pay to the Indenture Trustee for deposit in the General Account of the General Fund under the Indenture for any Outstanding Series 2013 Bonds the amounts required for the payment of the purchase or Redemption Price of, plus accrued interest on, Outstanding Series 2013 Bonds being redeemed or purchased for retirement, and in each such case, such amounts shall be applied by the Indenture Trustee to such payments.

The City shall remit to the Indenture Trustee for deposit into the General Account of the General Fund under the Indenture (i) all monthly amounts as set forth above due under the Series 2013 Note and required to provide sufficient funds for the payment of the principal of and the interest due on the Outstanding Series 2013 Bonds to be on deposit in the General Account of the General Fund at least five (5) days prior to any Interest Payment Date, and (ii) at those times as set forth in the Indenture the amounts required for the payment of the purchase or Redemption Price including accrued interest on Outstanding Series 2013 Bonds being redeemed or purchased for retirement, and in each such case, such amounts shall be applied by the Indenture Trustee to such payments.

(b) On the first day of ___ and ____ of each year, commencing ____ 1, 20__, and ending on ____ 1, 20__, the City shall provide to the Indenture Trustee a certificate executed by an Authorized City Representative, advising that there are insufficient legally available Net Revenues of the System to make the payments due on the next Interest Payment Date; however, such certificate is not required if it is determined that there are sufficient legally available Net Revenues of the System to make the payment due on the next Interest Payment Date.

**SECTION 4.3. Pledge of Net Revenues of the System.**

The principal of and interest on the Series 2013 Note and other amounts due under the Loan Agreement shall be payable solely from Net Revenues of the System, subject to the parity lien of the 2006 Note and 2012 Note. Such an amount of the Net Revenues of the System, as will provide for the payments due under the Series 2013 Note, the 2006 Note and 2012 Note, the 2006 Loan Agreement, the 2012 Loan Agreement and the Loan Agreement, as the same shall become due, is hereby irrevocably pledged to said purpose. The Series 2013 Note or the Loan Agreement does not constitute an indebtedness of the City within the meaning of any constitutional or statutory restriction, limitation or provision, and the taxing power of the City is not pledged to the payment of the obligations under the Loan Agreement or the Series 2013 Note, either as to principal or interest.

**SECTION 4.4. Additional Charges.**

The City agrees to pay as additional charges, when due, each and all of the following:

(1) all Issuance Expenses;

(2) to or upon the order of the Indenture Trustee, upon demand, all fees of the Indenture Trustee for services rendered under the Indenture and all fees and charges of the paying agent, registrars, legal counsel, accountants, engineers, public agencies and others incurred in the performance on request of the Indenture Trustee of services required under the Indenture for which the Indenture Trustee and such other persons are entitled to payment or reimbursement; provided that after payment in full thereof, the City may, without creating a default hereunder, contest in good faith the necessity or reasonableness of any such services, fees or expenses other than the Indenture Trustee's fees for ordinary services as set forth in the Indenture, paying agency fees and any fees or charges of public agencies;

(3) to the Issuer and the Indenture Trustee, the Administrative Expenses and all other reasonable expenses incurred by the Issuer and the Indenture Trustee in relation to the Project which are not otherwise required to be paid by the City under the terms of this Loan Agreement, and all indemnity payments required to be made under Section 8.4;

(4) any and all out-of-pocket costs and expenses (including, without limitation, the reasonable fees and expenses of any counsel, accountants, appraisers or other professionals) incurred by the Indenture Trustee or the Issuer at any time, in connection with (a) the preparation, negotiation and execution of this Loan Agreement, the Indenture, the Series 2013 Note and all other Bond Documents, any amendment of or modification of this Loan Agreement, the Indenture, the Series 2013 Note or the other Bond Documents (including in connection with any sale, transfer, or attempted sale or transfer of any interest herein to a participant or assignee); (b) any litigation, contest, dispute, suit, proceeding or action, whether instituted by the Issuer, the Indenture Trustee, the City or any other person in any way relating to the Project, the Series 2013 Note, the other Bond Documents, or the City's affairs, including, but not limited to, all liabilities, losses, dangers, costs, reasonable expenses and taxes arising from a violation of any statement or information relating to the expenditure of the proceeds of the Series 2013 Bonds contained in the Tax Certificate or any audit or investigation by the Internal Revenue Service; (c) any attempt to enforce any rights of the Indenture Trustee or the Issuer against the City or any other person which may be obligated to the Indenture Trustee and/or Issuer by virtue of the Loan Agreement, the Series 2013 Note, the other Bond Documents or any other Project related document; (d) any action to protect, collect, sell, liquidate or otherwise dispose of the System, including the Construction Project; and (e) performing any of the obligations relating to or payment of any obligations of the City hereunder in accordance with the terms hereof or any other Bond Document;

(5) if there is on deposit in the Debt Service Reserve Fund an amount less than the Debt Service Reserve Requirement as of any Interest Payment Date based on the Indenture Trustee's valuation under Section 6.08 of the Indenture, the City will pay

directly to the Indenture Trustee an amount for deposit into the Debt Service Reserve Fund which, when added to the amount on deposit in the Debt Service Reserve Fund, equals the Debt Service Reserve Requirement, such payment to be made within thirty (30) days after the applicable Interest Payment Date;

(6) upon notice by the Indenture Trustee that any event described in the last paragraph of Section 6.08 of the Indenture has occurred, the City will make or cause to be made the required payments to replenish the Debt Service Reserve Fund within five (5) days of such notice; provided, however, said payment may be made from proceeds of a drawing under a Reserve Fund Credit Facility; and

(7) all amounts due to the Bond Insurer pursuant to Sections 11.01(2)(ii) and 11.01(3).

**SECTION 4.5. City's Obligations Unconditional.**

The City will not suspend or discontinue any Basic Payments or Additional Charges, and will perform and observe all of its other agreements in this Loan Agreement, and, except as expressly permitted in Section 9.2, will not terminate this Loan Agreement for any cause, including but not limited to any acts or circumstances that may constitute failure of consideration, destruction or damage to the Construction Project, the taking of the Construction Project by condemnation or otherwise, the lawful prohibition of the City's use of the Construction Project, the interference with such use by any private person or corporation, the invalidity or unenforceability or lack of due authorization or other infirmity of this Loan Agreement or the Series 2013 Note, or lack of right, power or authority of the Issuer to enter into this Loan Agreement, eviction by paramount title, commercial frustration of purpose, bankruptcy or insolvency of the Issuer or the Indenture Trustee, change in the tax or other laws or administrative rulings or actions of the United States of America or of the State of Mississippi or any political subdivision thereof, or failure of the Issuer to perform and observe any agreement, whether express or implied or any duty, liability or obligation arising out of or connected with this Loan Agreement or the Series 2013 Note, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the Basic Payments and other amounts payable by the City hereunder shall be paid in full when due without any delay or diminution whatever.

**SECTION 4.6. Assignment of Issuer's Rights.**

As security for the payment of the Series 2013 Bonds, the Issuer will pledge the amounts payable hereunder and under the Series 2013 Note, and assign, without recourse or liability, to the Indenture Trustee, the Issuer's rights under this Loan Agreement (except certain rights retained by the Issuer) and under the Series 2013 Note. The rights pledged and assigned by the Issuer hereunder will include the right to receive payments hereunder (except the right to receive payments, if any, under Sections 4.4, 6.8, 8.4, 10.5, 11.8 and 11.11 hereof) and the Issuer hereby directs the City to make said payments directly to the Indenture Trustee. The City herewith assents to such assignment and will make payments under this Loan Agreement directly to the Indenture Trustee without defense or setoff by reason of any dispute between the City and the Indenture Trustee.

**SECTION 4.7. City's Remedies.**

Nothing contained in this Article shall be construed to release the Issuer from the performance of any of its agreements herein, and if the Issuer should fail to perform any such agreements, the City may institute such action against the Issuer as the City may deem necessary to compel the performance so long as such action for specific performance shall not violate the City's agreements in Section 4.5 or diminish or delay the amounts required to be paid by the City pursuant to Section 4.2 of this Loan Agreement. The City acknowledges however and agrees that any pecuniary obligation of the Issuer created by or arising out of this Loan Agreement shall be payable solely out of the proceeds derived from this Loan Agreement or the sale of the Series 2013 Bonds upon a default by the City or otherwise.

**SECTION 4.8. [RESERVED].**

## ARTICLE V

## ESTABLISHMENT OF CERTAIN LOAN AGREEMENT FUNDS, APPLICATION THEREOF AND SECURITY THEREFOR

**SECTION 5.1. Establishment of Loan Agreement Funds.**

(a) The following Loan Agreement Fund is hereby created and established as a Loan Agreement Fund to be held by the Indenture Trustee in connection with the Series 2013 Note:

(1) Series 2013 Project Fund; and

The amounts in such Loan Agreement Fund shall be held by the Indenture Trustee. All moneys or securities deposited with the Indenture Trustee pursuant to the Loan Agreement shall be held in trust and applied only in accordance with the provisions hereof and shall be considered trust funds for the purpose of this Loan Agreement.

(b) The following Loan Agreement Fund is hereby created and established as a Loan Agreement Fund to be held by the City in connection with the Series 2013 Note:

(1) Series 2013 Debt Service Fund

The amounts in such Loan Agreement Fund shall be held by the City. Moneys held by the City shall be deposited with one or more Depositories in accordance with applicable law.

(c) The following Loan Agreement Funds were established by the 2006 Loan Agreement for the 2006 Note and other bonds issued on parity with the 2006 Note to be held by the City, and will be utilized to account for the System Revenues securing the Loan:

(1) 2006 Debt Service Fund

(2) 2006 Revenue Fund;

(3) 2006 Operation and Maintenance Fund; and

(4) 2006 Contingent Fund.

The City may establish within any Loan Agreement Fund held by the City such accounts as shall be designated by this Loan Agreement, the 2006 Loan Agreement, the 2012 Loan Agreement, or in the written instructions of an Authorized City Representative and shall in like manner establish within any account such sub-accounts for the purposes of such accounts as shall be so designated.

**SECTION 5.2. Series 2013 Project Fund.**

(a) There shall be deposited into the Project Fund, the amounts required to be so deposited by the provisions of Section 3.1 hereof. There may also be paid into the Project Fund, at the option of the City, any moneys received by the City from any other source, unless required to be otherwise applied as provided by this Loan Agreement. All earnings on the investment of moneys in the Project Fund shall be deposited into the Project Fund and accumulated therein for the purposes set out in this Section 5.2.

(b) Except as otherwise provided in this Section, amounts in the Project Fund shall be applied only to pay the Costs of the Construction Project, Issuance Expenses to the extent not paid from the Bond Issuance Expense Account of the General Fund, to reimburse the City for certain expenditures and for the payment of any indebtedness incurred by the City for such purposes.

(c) To the extent that the amounts in any other Loan Agreement Fund are insufficient or unavailable therefor, amounts on deposit in the Project Fund may be applied to pay the Series 2013 Note when due, but only in the event that there shall have been filed with the Indenture Trustee (1) a Certificate of an Authorized City Representative in form and substance satisfactory to the Indenture Trustee stating (i) that the Net Revenues expected to be received thereafter together with such other specified amounts as are expected to be made available therefor by the City will be sufficient to pay in full all Outstanding Series 2013 Bonds when and as the same shall become due in accordance with their terms, (ii) that such payment will not result in a violation of the provisions of Section 8.5 hereof, and (iii) in reasonable detail, the basis for such certification, and (2) an Opinion of Counsel satisfactory to the Indenture Trustee that such payment will not result in a violation of any applicable existing law.

(d) At any time, the City may apply amounts in the Project Fund to the prepayment of the Series 2013 Note in accordance with its terms and the provisions of Section 9.2 hereof, but only to the extent that such amounts are not required to be retained therein for the purpose of meeting any existing obligations of the City as evidenced by the certificate of an Authorized City Representative.

(e) Upon full payment of the Parity Debt, the monies remaining in the 2006 Debt Service Fund will be available to the City for any lawful purposes including making Basic Payments under this Loan Agreement. The 2006 Revenue Fund, the 2006 Operation and Maintenance Fund and the 2006 Contingent Fund shall be maintained and utilized for the System until full payment of the Series 2013 Bonds.

**SECTION 5.3. 2006 Revenue Fund.**

All System Revenues shall be set aside as collected by the City and shall be deposited into the 2006 Revenue Fund to be utilized for the purposes of accounting for the System Revenues. Monies in the 2006 Revenue Fund shall not be subject to lien or attachment by any creditor of the City, and shall be allocated and deposited by an Authorized City Representative to the extent available in the following order of preference in the following separate and special funds, without further direction of or action by the City:

(1) On the first day of each month, commencing in the first month after delivery of the Series 2013 Note and prior to making any withdrawal pursuant to subsection (2) hereof, the City shall withdraw from the 2006 Revenue Fund and deposit to the credit of the several Loan Agreement Funds the following amounts in the following order of priority:

FIRST, amounts shall be withdrawn from the 2006 Revenue Fund and deposited to the credit of the 2006 Operation and Maintenance Fund sufficient to pay Operating Expenses during such calendar month in accordance with the Annual Budget and in the event that the aggregate amounts deposited into such fund during the preceding months shall have been insufficient to pay all expenses, an amount sufficient to repay such deficiencies.

SECOND, (i) as long as the Parity Debt is outstanding, (a) a sum equal to one-sixth (1/6) of the next succeeding interest installments to become due on the 2006 Bonds and a sum equal to one-twelfth (1/12) of the principal amounts of the 2006 Bonds to become due on the next debt service dates for the 2006 Bonds all as set forth in the 2006 Loan Agreement shall be withdrawn and deposited to the credit of the 2006 Debt Service fund, (b) a sum equal to, and (ii) an amount equal to one-sixth (1/6th) or such applicable fraction necessary to provide the interest due on the Outstanding Series 2013 Bonds on the next succeeding Interest Payment Date and one-twelfth (1/12th) or such applicable fraction necessary to provide the next installment of principal becoming due on the Series 2013 Bonds shall be withdrawn and deposited to the credit of the Series 2013 Debt Service Fund; provided however, that the obligation of the City to make any such deposit to the 2006 Debt Service Fund, the 2012 Debt Service Fund and the Series 2013 Debt Service Fund shall be reduced by the amount of any reduction under the 2006 Indenture, the 2012 Indenture and the Indenture, respectively, of the amount of any corresponding payment required to be made by the Bank thereunder.

THIRD, (i) there shall be withdrawn and deposited with the 2006 Indenture Trustee for deposit by the 2006 Indenture Trustee to the credit of the 2006 Debt Service Reserve Fund for the 2006 Bonds, the amount, if any, required to be paid into the 2006 Debt Service Reserve Fund in order to ensure that the amount on deposit therein equals the 2006 Debt Service Reserve Requirement as established by the 2006 Loan Agreement and the 2006 Indenture, (ii) _____and (iii) there shall be withdrawn and deposited with the Indenture Trustee for deposit by the Indenture Trustee to the credit of the Debt Service

Reserve Fund for the Series 2013 Bonds, the amount, if any, required to be paid into the Debt Service Reserve Fund in order to ensure that the amount on deposit therein equals the Debt Service Reserve Requirement as established by the provisions of the Loan Agreement and the Indenture.

FOURTH, any excess System Revenues, not otherwise required for any of the above Loan Agreement Funds shall be paid into the 2006 Contingent Fund and when necessary, transferred to the 2006 Operation and Maintenance Fund at the discretion of the City to cover any deficiency therein or for any expenditure as a result of an unforeseen circumstance and utilized by the City for Capital projects for the system as set forth in the City's budget for the System.

For purposes of calculating the amounts required to be withdrawn and deposited to the credit of the 2006 Debt Service Fund, the 2012 Debt Service Fund and the Series 2013 Debt Service Fund pursuant to the Second item above, the City shall take into account the earnings on the investment of such Loan Agreement Fund on the day before any Interest Payment Date for the 2006 Bonds, the 2012 Bonds and the Series 2013 Bonds, respectively which investment earnings shall be valued by the City, and the amount required to be withdrawn and deposited to the credit of the 2006 Debt Service Fund, the 2012 Debt Service Fund and the Series 2013 Debt Service Fund, respectively pursuant to the Second item above for the month next succeeding any such six-month period and said amount shall be reduced by the amount of such earnings.

(2) Any amount remaining in the 2006 Revenue Fund after making all payments and deposits required by subsection (1) hereof including any deficiency in payments required hereunder for prior months shall be paid to the 2006 Contingent Fund and used as provided in Section 5.6.

If directed by the Issuer, by the first day of each month, the City shall provide to the Indenture Trustee a Certificate executed by an Authorized City Representative stating (a) that the necessary deposits to the funds as required under this Section 5.3 for the preceding month have been made; (b) the amount of such deposit to each fund as required by this Section 5.3 for the preceding month; and (c) the current balance of each fund as of the end of the preceding month.

**SECTION 5.4. Series 2013 Debt Service Fund.**

Pursuant to the terms and conditions of this Loan Agreement, the City shall pay out of the Series 2013 Debt Service Fund to the Indenture Trustee (i) on the first day of each month for deposit in the General Account of the General Fund under the Indenture for any Outstanding Series 2013 Bonds the amounts transferred from the 2006 Revenue Fund to the Series 2013 Debt Service Fund on the first day of each month to provide sufficient funds required for the payment of the principal of and the interest due on the Outstanding Series 2013 Bonds five (5) days prior to such Interest Payment Date; and the amounts required for the payment of the purchase or Redemption Price of plus accrued interest, the Outstanding Series 2013 Bonds being redeemed or purchased for retirement, and in each such case, such amounts shall be applied by the Indenture Trustee to such payments.

**SECTION 5.5. 2006 Operation and Maintenance Fund.**

In addition to amounts required to be deposited in the 2006 Operation and Maintenance Fund pursuant to Section 5.3(1) hereof, there may also be deposited in the 2006 Operation and Maintenance Fund, at the option of the City, any other moneys of the City, unless required to be otherwise applied as provided by this Loan Agreement. Moneys in the 2006 Operation and Maintenance Fund shall be applied by the City to the payment of Operating Expenses as they accrue in accordance with the Annual Budget. Any amount in such Loan Agreement Fund in excess of the amount required to make the aforesaid payments may be transferred and deposited to any other Loan Agreement Fund or Loan Agreement Funds pursuant to the priorities established in Section 5.3 hereof.

**SECTION 5.6. 2006 Contingent Fund.**

Funds in the 2006 Contingent Fund may be (i) transferred to the 2006 Operation and Maintenance Fund at the discretion of the City to cover any deficiency therein or for any expenditure as a result of an unforeseen circumstance; and (ii) utilized by the City for capital projects for the System as set forth in the City's budget for the System.

**SECTION 5.7. Investment of Moneys Held by Any Fiduciary.**

(a) Moneys in all Loan Agreement Funds shall be invested to the fullest extent possible in Investment Securities, provided that the maturity date or the date on which such Investment Securities may be redeemed at the option of the holder thereof shall coincide as nearly as practicable with (but in no event later than) the date or dates on which moneys in the Loan Agreement Funds for which the investments were made will be required for the purpose thereof.

(b) Amounts credited to a Loan Agreement Fund may be invested, together with amounts credited to one or more other Loan Agreement Funds in the same Investment Security or Investment Securities, provided that (i) each such investment complies in all respects with the provisions of subsection (a) hereof as they apply to each Loan Agreement Fund for which the joint investment is made and (ii) the Fiduciary or the City maintains separate records for each Loan Agreement Fund and such investments are accurately reflected therein.

(c) Any Fiduciary may make any investment permitted by this Section 5.7 through its own investment department.

(d) In computing the amount in any Loan Agreement Fund, obligations purchased as an investment of moneys therein shall be valued at par or, if purchased at other than par, at their Amortized Value, in either event inclusive of accrued interest.

(e) The income or interest earned by or increment to, all Loan Agreement Funds due to the investment thereof shall be retained, transferred or paid as follows:

(1) Earnings of the Series 2013 Project Fund shall be retained in the Project Fund, Interest Account and applied toward the purposes set forth in Section 5.2 hereof.

(2) Earnings of the 2006 Revenue Fund shall be applied as necessary to payments and allocations required by Section 5.3 in the order of priority set forth therein.

(3) Earnings of the Series 2013 Debt Service Fund shall be retained therein and applied toward the purposes set forth in Section 5.4.

(4) Earnings of the 2006 Operation and Maintenance Fund shall be retained therein and applied as necessary to reduce any subsequent payments and allocations required by Section 5.3 to the 2006 Operation and Maintenance Fund pursuant to the Annual Budget.

(5) Earnings on funds in the 2006 Contingent Fund shall be retained therein and applied as set forth in Section 5.6 herein.

(f) The City or any Fiduciary shall sell at the best price obtainable, or present for redemption, any obligation purchased by it as an investment whenever it shall be necessary in order to provide moneys to meet any payment or transfer from the Loan Agreement Fund for which such investment was made.

**SECTION 5.8. Liability of Fiduciaries for Investments.**

A Fiduciary shall not be liable or responsible for the making of any investment authorized by the provisions of this Article V in the manner provided in this Article V or for any loss resulting from any such investment so made, except for its own gross negligence or willful misconduct.

## ARTICLE VI

## PROJECT COVENANTS

**SECTION 6.1. Affirmative Covenants of the City.**

Until the termination date and thereafter until no amount is due or owing to the Issuer hereunder, the City shall comply with each of the covenants, undertakings and agreements set forth in this Article VI unless the Indenture Trustee and Issuer shall otherwise consent in writing, which consent may be withheld in their sole and absolute discretion.

**SECTION 6.2. Construction Project and System Operation and Maintenance.**

(a) The City shall at all times operate, or cause to be operated, the System properly and in accordance with all applicable state and federal regulations with good operating procedures applicable to all similar facilities and in a sound, efficient and economical manner so as to ensure that capacity is available, and shall maintain, preserve, and keep the same or cause the same to be maintained, preserved, and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make, or cause to be made, all ordinary, necessary and proper repairs, replacements and renewals so that at all times the operation of the System may be properly and advantageously conducted, and, if any useful part of the System is damaged or destroyed, the City shall, as expeditiously as may be

possible, commence and diligently prosecute the ordinary replacement or reconstruction of such part so as to restore the same to use.

(b) The City shall have the right to make, amend, and enforce reasonable rules and regulations necessary for the operations of the System which are not inconsistent with the terms, rights, and obligations under this Loan Agreement, the 2006 Loan Agreement, the 2012 Loan Agreement or the Act.

(c) The City shall pay all taxes and assessments or other municipal or governmental charges, if any, lawfully levied or assessed upon or in respect of the Construction Project and the System, or upon any part thereof or upon any revenue therefrom, when the same shall become due, and shall duly observe and comply with all valid requirements of any municipal or governmental authority relative to any part of the Construction Project and the System, and shall not create or suffer to be created any lien or charge upon the Construction Project and the System or any part thereof, or upon the System Revenues therefrom, except the pledge and lien created by the 2006 Loan Agreement and the 2012 Loan Agreement for the Parity Debt, and this Loan Agreement for the payment of the Series 2013 Note. The City shall pay or cause to be paid, or will make adequate provisions to satisfy and discharge within sixty (60) days after the same shall accrue, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the Construction Project or any part thereof or on the Net Revenues. Nothing in this Section contained shall require the City to pay or cause to be discharged, or make provision for, any such lien or charge, so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings.

(d) The City shall employ a Consulting Engineer, whose duties shall be to make any certificates and perform any other acts required or permitted of the Consulting Engineer as may be required by the City or as otherwise provided under this Loan Agreement and to supervise the construction of the Construction Project. If requested by the Bank or Indenture Trustee, copies of the reports of the Consulting Engineer and of the advice, recommendations and estimates made as hereinabove provided shall be filed by the City with the Indenture Trustee.

(e) The City shall at all times maintain with responsible insurers all such insurance as is customarily maintained with respect to water and sewer system facilities of like character against loss of or damage to the Construction Project and System and against loss of System Revenues and against public and other liability to the extent reasonably necessary to protect the interests of the City and the Bondholders. If any useful part of the Construction Project or System shall be damaged or destroyed, the City shall, as expeditiously as may be possible, commence and diligently prosecute the repair or replacement of the damaged property so as to restore the same to use. The proceeds of any such insurance shall be payable to the City and (except for proceeds of use and occupancy insurance) shall be applied to the necessary costs involved in such repair and replacement and, to the extent not so applied, shall (together with proceeds of any such use and occupancy insurance) be deposited in the Redemption Account of the General Fund held by the Indenture Trustee and applied as a prepayment of the Series 2013 Note pursuant to the Loan Agreement. In the event that the costs of such repair and replacement of the damaged property exceed the proceeds of such insurance available for payment of the same, moneys in the 2006 Contingent Fund shall be used to the extent necessary for such purposes.

The City shall pay all expenses of the operation and maintenance of the System, including, but without limitation, adequate insurance thereon and insurance against all liability for injury to persons or property arising from the operation thereof, and all taxes and special assessments levied upon or with respect to the System and the Construction Project and payable during the Term of this Loan Agreement.

**SECTION 6.3. Transfer of City's Interest in the Construction Project and/or the System.**

The City shall not:

(1) directly or indirectly sell, assign, transfer, convey, lease or dispose of the Construction Project and/or the System, or any part thereof or any interest or estate therein, whether legal, equitable, beneficial or possessory including, but not limited to, (i) any conveyance into trust or (ii) any conveyance, sale or assignment of the beneficial interest in any trust holding title to the Construction Project and/or the System; or

(2) subject or permit the Construction Project and/or the System or any portion thereof or interest therein (whether legal, equitable, beneficial or otherwise) or estate in any thereof (including the right to receive the revenues therefrom) directly or indirectly, to any mortgage, deed of trust, lien, claim, security interest, encumbrance or right.

**SECTION 6.4. Covenants in Bond Documents.**

The City shall keep and perform all covenants and agreements set forth in the Indenture and each and every other Bond Document, which covenants are incorporated herein by reference as if fully set forth herein.

**SECTION 6.5. Conduct of Governmental Operations.**

The City shall maintain its existence as a political subdivision organized and validly existing under the Constitution and laws of the State of Mississippi. The City shall maintain in full force and effect all licenses, bonds, leases, contracts and other rights necessary to the operation of the System, and will comply and cause the Construction Project and the System to comply with all applicable laws and regulations of any federal, state or local governmental authority, except for such laws and regulations, the violation of which would not, in the aggregate, have a material adverse effect on the City's or System's financial condition or the results of the operations of the System.

**SECTION 6.6. Payment of Indebtedness.**

The City shall pay any indebtedness for which it is liable when due and shall not permit any default to occur under any document evidencing or securing any such indebtedness.

**SECTION 6.7. Performance of Obligations.**

The City shall observe and perform its obligations under this Loan Agreement, the Series 2013 Note, the other Bond Documents and the other agreements relating to the transaction contemplated hereby to which it is a party or by which it is bound and shall not suffer or permit any default or Event of Default to exist hereunder or thereunder. The City shall use its good faith efforts to cause the other parties to the other Bond Documents to deliver notices and documents required to be delivered to the Issuer and cause such parties to observe and perform those obligations and covenants contained in the Bond Documents required to be observed and performed thereunder.

**SECTION 6.8. Environmental Indemnity.**

Without limitation on any other provision hereof or in the other Bond Documents, the City hereby agrees to indemnify and hold the Indenture Trustee and the Issuer harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any kind whatsoever (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any of the following (collectively, "Environmental Laws"): the Comprehensive Environmental Response, Compensation, and Liability Act, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, now or hereafter in force, regulating, relating to, or imposing liability or standards of conduct concerning any hazardous material paid, incurred, suffered by or asserted against the Issuer and/or the Indenture Trustee as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of, the City: (i) the presence of any hazardous material on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release of any hazardous material at (A) the Construction Project and/or the System, or any part of either of them, (B) any other real property in which the City holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust, the beneficial interest in which is owned, in whole or in part, by the City), or (C) an off-site location if the liability or obligation relates to the prior generation or use of hazardous material at the System, or (ii) any liens against the Construction Project and/or the System, or any part of either of them, permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligations of the City under any Environmental Laws, or (iii) any actual or asserted liability or obligations of the Issuer under any Environmental Law relating to the System or the City's, or any predecessors' possession, use or activities at or relating to the System. Notwithstanding any other provision of this Loan Agreement, the covenants, indemnities and obligations provided for in this subparagraph shall be continuing and shall survive the payment, performance, satisfaction, discharge, cancellation, termination and release of the other obligations of the City under this Loan Agreement.

Without limitation on any other provision hereof, the City shall use and maintain the Construction Project and the System or cause the Construction Project and the System to be used and maintained in accordance and compliance with all applicable Environmental Laws.

**SECTION 6.9. Annual Budget.**

The City shall, if requested, not less than sixty (60) days before the beginning of any Fiscal Year, prepare and file with the Indenture Trustee its Annual Budget showing estimated Operating Expenses, debt service and System Revenues for the System for such Fiscal Year. The City shall prepare such Annual Budget for the System on the basis of monthly requirements so that it will be possible to determine from such budget the estimated Operating Expenses for each month of the Fiscal Year. Such Annual Budget may set forth such additional material as the City may determine and may be amended during the Fiscal Year if determined necessary by the City or as a result of unforeseen circumstances.

**SECTION 6.10. Limitations on Operating Expenses.**

The City shall not incur Operating Expenses in any year in excess of the reasonable and necessary amount thereof and shall not expend any amount or incur any indebtedness for maintenance, repair and operation in excess of the amounts provided for Operating Expenses in the Annual Budget, if any, then in effect. Nothing in this Section contained shall limit the amount which the City may expend for Operating Expenses in any Fiscal Year, provided any amounts expended therefor in excess of the Annual Budget shall be received from the Contingent Fund or some other source other than System Revenues.

**SECTION 6.11. Rates and Charges.**

(a) The City shall with respect to all direct or indirect connection with, and all use and services of, the System and the Construction Project, make, impose, charge and collect service rates, charges and other fees in accordance with Section 21-27-23, Mississippi Code of 1972, as amended and in accordance with those rate covenants in the 2006 Loan Agreement and the 2012 Loan Agreement until payments in full of the Parity Debt and those rate covenants in the 2006 Loan Agreement, the 2012 Loan Agreement and the Loan Agreement until payment in full of the Parity Debt and the Series 2013 Note, respectively, and discharge of the obligations of the City under the 2006 Loan Agreement, the 2012 Loan Agreement and the Loan Agreement.

(b) Except as provided in subsection (c) below, the schedule of rates, charges and fees for services furnished by the System and the Construction Project will not be revised so as to result in a decrease of System Revenues.

(c) The schedule of rates, charges and fees referred to in subsection (b) of this Section will not be reduced unless:

(1) the amount then on deposit in the Debt Service Reserve Fund shall not be less than an amount equal to the Debt Service Reserve Requirement required to be on deposit therein pursuant to the Indenture; and

(2) the Net Revenues for the preceding Fiscal Year shall be certified by an Independent Accountant to have been not less than one hundred five percent (105%) of the Debt Service Payments on the Series 2013 Note and all Parity Debt, and payments, if any, required to be made to the credit of the Debt Service Reserve Fund for the Series 2013 Bonds.

(d) No later than sixty (60) days after the end of each Fiscal Year, the rates, charges and fees established for the System and the Construction Project will be reviewed by the City and will be adjusted whenever necessary or proper so that the Net Revenues in each Fiscal Year will not be less than one hundred five percent (105%) of the aggregate of all debt service payments on the Parity Debt and the Debt Service Payments on the Series 2013 Note and the payments, if any, required to be made to the credit of the 2006 Debt Service Fund for the 2006 Bonds, the 2012 Debt Service Fund for the 2012 Bonds and the Debt Service Reserve Fund for the Series 2013 Bonds and all other required fund allocations and other payments provided for in the 2006 Loan Agreement, the 2012 Loan Agreement and this Loan Agreement and the Parity Debt and the Series 2013 Note; provided, however, the City may make rate increases at any time during the Fiscal Year if such increases in rates are necessary to pay debt service.

(e) If requested by the Bank or Indenture Trustee, copies of every schedule of charges, rates and fees and revisions thereof, prescribed or adopted by the City shall be promptly filed with the Indenture Trustee.

**SECTION 6.12. Accounts and Periodical Reports and Certificates.**

(a) The City shall keep or cause to be kept proper records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the System and the Construction Project or under this Loan Agreement and which, together with all other records of the City including insurance policies, shall at all reasonable times be subject to the inspection of the Indenture Trustee, the Bank or the Holder or Holders of not less than five percent (5%) in principal amount of the Series 2013 Bonds then Outstanding or their attorneys duly authorized in writing.

(b) The City shall annually, if requested, within one hundred and twenty (120) days after the close of each Fiscal Year, file with the Bank and the Indenture Trustee an Annual Report for said Fiscal Year, accompanied by an Independent Accountant's Certificate as to the examination of the financial statements therein (describing such statements as fairly presenting the information set forth therein in conformity with generally accepted accounting principles and the provisions of this Loan Agreement), relating to the System and the Construction Project and including statements in reasonable detail of: (i) the financial condition as of the end of such Fiscal Year and income and expenses for such Fiscal Year, (ii) the number of users of the System and the Construction Project for such Fiscal Year and of the service charges, annual charges and other revenues collected in such Fiscal Year, (iii) Operating Expenses and the rates or service charges for such Fiscal Year and (iv) with respect to each Loan Agreement Fund created by or set forth in this Loan Agreement and held by the City, the receipts therein and disbursements therefrom during such Fiscal Year and the amounts held therein at the end of such Fiscal Year.

**SECTION 6.13. Sale or Encumbrance.**

No part of the Construction Project or the System shall hereafter be sold, leased, mortgaged, pledged, encumbered or otherwise disposed of, except that the City may sell, exchange or lease at any time and from time to time any property or facilities constituting part of the Construction Project or the System and not useful or necessary in the construction, reconstruction or operation thereof or the costs of which have been paid from sources other than

the proceeds of the Series 2013 Note, but any proceeds of any such sale or exchange received and not used to replace the property so sold or exchanged shall be deposited and treated in all respects as System Revenues, and any proceeds of any such lease received shall be deposited as System Revenues. However, the City shall have the right to enter into equipment leases which relate to the Construction Project or the System whereby the equipment under each such individual lease is the sole collateral pledged to repay the lease.

**SECTION 6.14. Indebtedness and Liens.**

Except as set forth in Section 6.16 herein, the City shall not issue any bonds, notes or other evidences of indebtedness, other than the Series 2013 Note and the Parity Debt secured by a pledge of or other lien or charge on the Net Revenues and shall not create or cause to be created any liens or charge on such Net Revenues or on any amounts held by any Fiduciary under this Loan Agreement; but this Section shall not prevent the City from issuing notes payable from the proceeds of bonds or notes or other obligations of the City for the purposes of the City payable out of, or secured by a pledge of, Net Revenues to be derived on and after such date as the pledge of the Net Revenues provided herein and the Series 2013 Note shall be discharged and satisfied as provided in Section 9.2, or from issuing bonds or notes or other obligations for the purposes of the City which are payable out of or secured by the pledge of amounts available therefor pursuant to Section 5.3(c) and which recite on their face that such pledge of said amount is and shall be in all respects subordinate to the provisions of this Loan Agreement and the Series 2013 Note and the lien and pledge, if any, created by this Loan Agreement and the Series 2013 Note.

**SECTION 6.15. Competitive Facilities.**

The City shall not hereafter construct, acquire or operate, or permit, or, to the extent permitted by law, consent to the construction, acquisition or operation of, any plants, structures, facilities or properties which may compete or tend to compete with the System or the Construction Project; except that nothing in this Loan Agreement contained shall prevent the City from giving its permission or consent to the construction, acquisition or preparation in the area serviced by the System or the Construction Project by a Person of facilities for the provision of utility services which the City shall determine are not economically feasible for it to construct or acquire at such time, but which, if constructed or acquired by the City, would carry out the purposes of the City and the Construction Project and such facilities pursuant to the terms of such permission or consent will become a part of the Construction Project upon notice to such person by the City, either (i) without any cost to or payment by the City, or (ii) upon payment of such amount or cost as the City shall determine to be proper in the circumstances.

**SECTION 6.16. Issuance of Parity Indebtedness or Subordinate Indebtedness.**

(a) The City shall not issue Parity Indebtedness unless:

(1) prior to such issuance, for any additional Parity Indebtedness, the accounts in the Debt Service Reserve Fund contained in the Indenture shall contain the amounts then required to be on deposit therein;

(2) no default or Event of Default shall have occurred and be continuing under this Loan Agreement, the Series 2013 Note or under the Indenture; and

(3) the Net Revenues available for debt service payments for a period of twelve (12) consecutive months of the eighteen (18) months preceding the month in which such additional Parity Indebtedness is issued are certified by an Independent Accountant to have been at least equal to one hundred five percent (105%) of the highest annual Debt Service Payments in any succeeding Note Year on the Series 2013 Note and any Parity Indebtedness (including the Parity Indebtedness proposed to be issued); or in lieu of the foregoing formula, if a new schedule of rates, fees and charges for services, facilities and commodities of the System shall have been adopted and an Independent Accountant shall certify that had such new rate schedule been in effect during the applicable period, the Net Revenues available for debt service payments would have at least equaled one hundred five percent (105%) of the highest annual debt service payment on the Parity Note in any succeeding Parity Note Year and the debt service payments in any succeeding Note Year on the Series 2013 Note and any other Parity Indebtedness (including the Parity Indebtedness proposed to be issued).

(b) The City also reserves the right to issue indebtedness secured by liens and pledges of revenues and proceeds subject and subordinate to the lien securing Parity Indebtedness.

**SECTION 6.17. Enforcement of Collections.**

(a) The City will diligently enforce and collect all fees, rentals or other charges for the services and facilities of the System, and take all steps, actions and proceedings for the enforcement and collection of such fees, rentals or other charges which shall become delinquent to the full extent permitted or authorized by the laws of the State.

(b) The City will, to the full extent permitted by law, under reasonable rules and regulations, shut off and discontinue the supplying of the services and facilities of the System for the non-payment of fees, rentals or other charges for said services, and will not restore said services until all delinquent charges, together with interest and reasonable penalties, have been paid in full.

## ARTICLE VII

## DAMAGE, DESTRUCTION AND CONDEMNATION

**SECTION 7.1. Damage and Destruction.**

If there are any Outstanding Series 2013 Bonds when the Construction Project and/or the System is damaged or destroyed by fire or other casualty, the City shall restore the Construction Project and/or the System to the condition which existed immediately prior to the casualty, damage or destruction or exercise its right to prepay as set forth in Section 9.2.

## ARTICLE VIII

## CITY'S COVENANTS

**SECTION 8.1. Covenants for the Benefit of the Indenture Trustee and the Bondholders.**

The City recognizes the authority of the Issuer to assign its interest in and pledge monies receivable under this Loan Agreement (other than certain payments required to be made to the Issuer under Sections 4.4, 6.8, 8.4, 10.5, 11.8 and 11.11) to the Indenture Trustee as security for the payment of the principal of and interest and redemption premiums, if any, on the Series 2013 Bonds, and the payment of all fees and expenses of the Indenture Trustee; and hereby agrees to be bound by, and joins with the Issuer in the grant of a security interest to the Indenture Trustee in any rights and interest the City may have in sums held in the Funds described in Article VI pursuant to the terms and conditions of the Indenture, all as to secure payment of the Series 2013 Bonds. Each of the terms and provisions of this Loan Agreement is a covenant for the use and benefit of the Indenture Trustee and the Holders of the Series 2013 Bonds, so long as any thereof shall remain Outstanding; but upon payment in full of the Series 2013 Bonds in accordance with Article IX of the Indenture and of all fees and charges of the Indenture Trustee and paying agent, all references in this Loan Agreement to the Series 2013 Bonds, the Holders thereof and the Indenture Trustee shall be ineffective, and neither the Indenture Trustee nor the Holders of any of the Series 2013 Bonds shall thereafter have any rights hereunder, save and except those that shall have theretofore vested or that arise from provisions hereunder which survive termination of this Loan Agreement.

**SECTION 8.2. Inspection and Access.**

The City agrees that the Issuer, the Indenture Trustee, the Bond Insuerer, and their duly authorized agents shall have the right at all reasonable times to examine and inspect the Construction Project and the System and all books and records of the City related thereto and for that purpose to enter upon the Construction Project and the System after notice, and shall also have such right of access thereto as may be reasonably necessary to cause the Construction Project and the System to be properly maintained in accordance with Article VI.

**SECTION 8.3. Certificate of Compliance and Other Reports.**

The City will at the request of the Indenture Trustee, and at the City's expense, furnish to the Indenture Trustee and Issuer at such times and in such form as the Indenture Trustee may reasonably require a copy of reports containing such information as is necessary to comply with any lawful reporting or continuing registration requirements imposed by any agency of the State of Mississippi under the Act, the Mississippi Blue Sky Laws or any other applicable state law as it now exists or may hereafter be amended or any agency of any other state in which the Series 2013 Bonds have been sold, or such information as necessary to comply with federal securities law.

**SECTION 8.4. Indemnification.**

The City will, to the fullest extent permitted by law, protect, indemnify and save the Issuer and Indenture Trustee and their elected and appointed officials, board members, officers, agents, and employees and any person who controls the Issuer or Indenture Trustee within the meaning of the Securities Act of 1933, harmless from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Issuer), taxes, causes of action, suits, claims, demands and judgments of any nature arising from:

(1) any injury to or death of any person or damage to property in or upon the Construction Project or the System or growing out of or connected with the use, non-use, condition or occupancy of the Construction Project, the System or any part thereof, including any and all acts or operations relating to the acquisition or installation of property or improvements. The foregoing indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the City, customers, suppliers or affiliated organizations under any Workers' Compensation Acts, Disability Benefit Acts or other employee benefit acts;

(2) violation of any agreement, provision or condition of this Loan Agreement, the Series 2013 Bonds or the Indenture except a violation by the Issuer;

(3) violation by the City of any contract, agreement or restriction relating to the Construction Project or the System which shall have existed at the commencement of the Term of this Loan Agreement or shall have been approved by the City;

(4) violation by the City of any law, ordinance, court order or regulation affecting the Construction Project, the System or any part thereof or the ownership, occupancy or use thereof;

(5) any statement or information relating to the expenditure of the proceeds of the Series 2013 Bonds contained in the "Tax Certificate" or similar document furnished by the City to the Issuer which, at the time made, is misleading, untrue or incorrect in any material respect; and

(6) any untrue statement or alleged untrue statement of a material fact contained in any offering material relating to the sale or remarketing of the Series 2013 Bonds (as from time to time amended or supplemented) or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, or failure to properly register or otherwise qualify the sale of the Series 2013 Bonds or failure to comply with any licensing or other law or regulation which would affect the manner whereby or to whom the Series 2013 Bonds could be sold.

Promptly after receipt by the Issuer or any such other indemnified person, as the case may be, of notice of the commencement of any action with respect to which indemnity may be sought against the City under this Section, such person will notify the City in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the City shall assume the defense of such action (including the employment of counsel, who shall be counsel

reasonably satisfactory to the Issuer, or such other person as the case may be, and the payment of expenses). Insofar as such action shall relate to any alleged liability with respect to which indemnity may be sought against the City, the Issuer or any such other indemnified person shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of the City unless the employment of such Counsel has been specifically authorized by the City. The City shall not be liable to indemnify any person for any settlement of any such action effected without its consent.

The provisions of this Section 8.4 shall survive the payment and discharge of the Series 2013 Bonds.

**SECTION 8.5. Tax Covenants.**

(a) In order to maintain the exclusion from gross income for Federal income tax purposes of interest on the Series 2013 Bonds, and for no other purpose, the City covenants to comply with each applicable requirement of the Code. In furtherance of the covenant contained in the preceding sentence, the City agrees to comply with the Tax Certificate executed by the City on the date of the issuance and delivery of the Series 2013 Bonds, as such Tax Certificate may be amended from time to time.

(b) The City covenants and agrees with the Indenture Trustee and the Bondholders that the City shall not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the Series 2013 Bonds, would cause the Series 2013 Bonds to be "private activity bonds" or "arbitrage bonds" within the meaning of Sections 141(a) and 148(a), respectively, of the Code, or any successor provisions.

(c) The City shall make any and all payments required to be made to the United States Department of the Treasury in connection with the Series 2013 Bonds pursuant to Section 148(f) of the Code from amounts available therefor.

(d) Upon the authentication and delivery of the Series 2013 Bonds, the City shall furnish to the Indenture Trustee certificates of the Authorized City Representative of the City to the effect that, on the basis of the facts, estimates and circumstances in existence on the date of such authentication and delivery, it is not expected that the proceeds of the Series 2013 Bonds will be used in a manner that would cause such Series 2013 Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code and Treasury Regulations thereunder, and in such certificates the City shall set forth such facts and circumstances which may be in brief and summary terms, and shall state that to the best of the knowledge and belief of such Authorized City Representative, there are no other facts or circumstances that would materially change the expectations expressed in such certificate.

(e) Notwithstanding any other provisions of this Loan Agreement to the contrary, so long as necessary in order to maintain the exclusion from gross income for Federal income tax purposes under Section 103(a) of the Code of interest on the Series 2013 Bonds, the covenants contained in this Section 8.5 shall survive the payment of the Series 2013 Bonds and the interest

thereon, including any payment or defeasance thereof pursuant to Section 9.2 of this Loan Agreement and Article IV of the Indenture, respectively.

## ARTICLE IX

## CITY'S OPTIONS

**SECTION 9.1. Assignment and Transfer.**

The City shall not transfer, convey or assign any interest in the Construction Project, except in accordance with Section 6.3 hereof.

**SECTION 9.2. Prepayment of the Series 2013 Note and Termination of the Loan Agreement.**

(a) Unless an Event of Default has occurred and is continuing, the City shall have the option to direct the Indenture Trustee to call for redemption prior to maturity the Outstanding Series 2013 Bonds, in whole or in part, as provided in Section 4.01(a) of the Indenture. The Series 2013 Bonds to be redeemed shall be redeemed at a price equal to their principal amount plus accrued interest as set forth in Section 4.01(a) of the Indenture upon not less than thirty (30) but no more than forty-five (45) days prior written notice. The Series 2013 Bonds are also subject to redemption from funds transferred from the Loan Account to the Redemption Account under the Indenture, funds transferred from the Project Fund to the Redemption Account upon completion of the Construction Project and payment of all costs of the Construction Project or from proceeds received upon the sale or prepayment prior to the stated maturity of the Series 2013 Note upon a default under the Series 2013 Note, and acceleration thereof, pursuant to Section 4.01(b) of the Indenture. In the event the Series 2013 Bonds are called for redemption in whole or in part under the Indenture, a Basic Payment shall be made by the City in the amount of principal plus accrued interest and all other fees due hereunder and under the Indenture to effectuate said redemption; however, any Basic Payment for a prepayment of the Series 2013 Notes under this Loan Agreement will be subject to the lien on System Revenues of the Parity Debt until payment in full of the Parity Debt.

(b) If, after the City exercises its option to redeem all Series 2013 Bonds, no Series 2013 Bonds remain Outstanding, the Indenture is discharged, and the City has satisfied all of its obligations hereunder and under the Series 2013 Note, the Indenture Trustee and the Issuer shall execute and deliver to the City such instruments as the City reasonably determines are necessary to terminate this Loan Agreement. All further obligations of the City hereunder, except as set forth in Sections 8.4, 8.5 and 11.10, shall thereupon terminate.

(c) The City shall pay to the Indenture Trustee at least five (5) days prior to the Discharge Date, an amount equal to the Indenture Trustee's and paying agent's fees and expenses under the Indenture, accrued and to accrue until final payment and redemption of the Series 2013 Bonds and all other advances, fees, costs and expenses reasonably incurred and to be incurred on or before the termination date by the Indenture Trustee and paying agent under the Indenture and by the Issuer under this Loan Agreement.

(d) On the termination date, a closing shall be held at the principal office of the Indenture Trustee, or any other office mutually agreed upon.

Upon termination of this Loan Agreement as provided for in this Section 9.2, the Issuer will cause the Indenture Trustee to deliver a release of the Indenture and the estate created by this Loan Agreement and the Series 2013 Note, and all further obligations of the City hereunder, except under Sections 6.8, 8.4, 8.5, 10.5, 11.8 and 11.11, shall thereupon terminate, provided, however, that the City shall also remain obligated to pay or reimburse the Issuer and Indenture Trustee for the payment of all other fees, costs and expenses unaccounted for in the sum paid in accordance with subsection (c) above and reasonably incurred before or subsequent to such closing in connection with the Series 2013 Bonds.

**SECTION 9.3. Direction of Investments.**

Except during the continuance of an Event of Default, the City shall have the right during the Term of this Loan Agreement to direct the Indenture Trustee to invest or reinvest all monies held for the credit of the Funds established by Article VI of the Indenture and Article V of this Loan Agreement in such securities as are authorized by law for such funds, subject, however, to the further conditions of Article VIII of the Indenture.

## ARTICLE X

## EVENTS OF DEFAULT AND REMEDIES

**SECTION 10.1. Events of Default.**

Any one or more of the following events is an Event of Default under this Loan Agreement, and the term "Event of Default," wherever used herein, means any one of the following events, whatever the reason for such default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body:

(1) if the City shall fail to pay any Basic Payments due under this Loan Agreement;

(2) if there is a declaration or proceeding in bankruptcy regarding the City;

(3) if the City shall fail to pay any Additional Charges on or before the date that the payment is due and shall continue to be in arrears for five (5) days after the due date thereof;

(4) if the City shall fail to observe and perform or shall breach any other covenant, condition or agreement on its part under this Loan Agreement for a period of fifteen (15) days after mailing of a notice to it by the Issuer or the Indenture Trustee, specifying such default or breach and requesting that it be remedied; and provided that if the failure stated in the notice cannot be corrected within fifteen (15) days, the Issuer and Indenture Trustee will not unreasonably withhold their consent to an extension of such

time if corrective action is instituted by the City within said fifteen (15) days and is diligently pursued, for an additional thirty (30) days;

(5) if the City shall be dissolved;

(6) if any representation or warranty made by the City herein, or by an officer or representative of the City in any document or certificate furnished the Indenture Trustee or the Issuer in connection herewith or therewith or pursuant hereto or thereto, shall prove at any time to be, in any material respect, incorrect or misleading as of the date made; and/or

(7) the occurrence of an event of default under any other Bond Document which is not cured within the time period provided therefor, if any.

**SECTION 10.2. Remedies.**

(a) Whenever any Event of Default specified in Section 10.1(1) shall have happened and be continuing, the Indenture Trustee shall, with the prior written consent of the Bond Insurer, declare all the Basic Payments payable for the remainder of the Term of this Loan Agreement (an amount equal to that necessary to pay in full the Series 2013 Note and the interest thereon assuming acceleration of the Series 2013 Bonds under the Indenture and to pay all other indebtedness thereunder) to be immediately due and payable whereupon the same shall become immediately due and payable by the City to the Indenture Trustee, but only if the acceleration of payment of Series 2013 Bonds has been declared by the Indenture Trustee under Section 10.02 of the Indenture.

(b) Whenever any Event of Default shall have occurred and be continuing any one or more of the following remedial steps may also be taken to the extent permitted by law:

(1) the Indenture Trustee or the Issuer may take whatever action at law or in equity may appear necessary or appropriate to collect all sums then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement, covenant, representation or warranty of the City, under this Loan Agreement, the Series 2013 Note or any related instrument; or to otherwise compensate the Issuer, Indenture Trustee or Bondholders for any damages on account of such Event of Default; and

(2) the Issuer with prior notice to the Indenture Trustee (without the prior written consent of the Indenture Trustee if the Indenture Trustee is not enforcing the Issuer's right in a manner to protect the Issuer or is otherwise taking action that brings adverse consequences to the Issuer) may take whatever action at law or in equity may appear necessary or appropriate to enforce its rights of indemnification under Section 8.4 hereof and to collect all sums then due and thereafter to become due to the Issuer under Sections 4.4, 6.8, 8.4, 10.5, 11.8 and 11.11 of this Loan Agreement. Notwithstanding the foregoing, the Issuer is not precluded from exercising any of its rights reserved to it as set forth in this Section, even if the Indenture Trustee is exercising the rights of the Issuer hereunder.

**SECTION 10.3. Disposition of Funds.**

Any amounts collected pursuant to action taken under Section 10.2 (other than sums collected for the Issuer on account of its rights to indemnification and certain direct payments to be made to the Issuer under Sections 4.4, 8.4 and 10.5 hereof) shall be applied in accordance with the provisions of the Indenture.

**SECTION 10.4. Nonexclusive Remedies.**

No remedy herein conferred upon or reserved to the Issuer or Indenture Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Indenture Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required or be required by law.

**SECTION 10.5. Attorneys' Fees and Expenses.**

If an Event of Default shall exist under this Loan Agreement and the Issuer or the Indenture Trustee should employ attorneys or incur other expenses for the collection of any amounts due hereunder, or the enforcement of performance of any obligation or agreement on the part of the City, the City will upon demand pay to the Issuer or the Indenture Trustee the reasonable fees of such attorneys and such other expenses so incurred.

**SECTION 10.6. Effect of Waiver.**

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

**SECTION 10.7. Waiver of Stay or Extension.**

The City covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any appraisement, valuation, stay, or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Loan Agreement; and the City (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Issuer or the Indenture Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

**SECTION 10.8. Issuer May File Proofs of Claim.**

In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the City, the System or the Construction Project, the Indenture Trustee or the Issuer with the prior consent of the Indenture Trustee shall be entitled and empowered, by intervention in such proceeding or otherwise,

(1) to file and prove a claim and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Issuer and the Indenture Trustee (for themselves and on behalf of Bondholders) (including any claim for the reasonable compensation, expenses, disbursements and advances of the Issuer and Indenture Trustee, their agents and counsel) allowed in such judicial proceeding, and

(2) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same.

**SECTION 10.9. Restoration of Positions.**

If the Issuer or the Indenture Trustee have instituted any proceeding to enforce any right or remedy under this Loan Agreement or the Series 2013 Note, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Issuer or the Indenture Trustee, then and in every such case the City and the Issuer shall, subject to any determination in the proceeding, be restored to the positions they held prior to commencement of such proceedings, and thereafter all rights and remedies of the Issuer shall continue as though no such proceeding had been instituted.

**SECTION 10.10. Suits to Protect the Construction Project.**

If the City shall fail to do so after thirty (30) days prior written notice from the Issuer or the Indenture Trustee, the Issuer shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Construction Project or any portion thereof, by any acts which may be unlawful or in violation of this Loan Agreement, and such suits and proceedings as the Issuer may deem expedient to protect its interests in the Construction Project or any portion thereof, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of, or compliance with, such enactment, rule or order would impair or adversely affect the Construction Project or be prejudicial to the interests of the Bondholders.

**SECTION 10.11. Performance by Third Parties.**

The Issuer may permit third parties to perform any and all acts or take such action as may be necessary for and on behalf of the City to cure any Event of Default hereunder. The acceptance by the Issuer or the Indenture Trustee of any such performance by third parties shall not in any way diminish or absolve the City of primary liability hereunder.

**SECTION 10.12. Exercise of the Issuer's Remedies by Indenture Trustee.**

Whenever any Event of Default shall have happened and be subsisting the Indenture Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the Issuer under this Article X.

## ARTICLE XI

## BOND INSURANCE POLICY

**SECTION 11.1.** The provisions of this Section shall govern, notwithstanding anything to the contrary set forth in this Loan Agreement:

(1) The Bond Insurer is hereby deemed a third party beneficiary to the Loan Agreement.

(2) The City agrees to pay to the Bond Insurer (i) a sum equal to the total of all amounts paid by the Bond Insurer under the Bond Insurance Policy (the "Insurer Advances"); and (ii) interest on such Insurer Advances from the date paid by the Bond Insurer until payment thereof in full, payable to the Bond Insurer at the Late Payment Rate per annum.

(3) The City shall pay or reimburse the Bond Insurer any and all charges, fees, costs and expenses that the Bond Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in any Related Document; (ii) the pursuit of any remedies under the Indenture or any other Related Document or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, the Indenture or any other Related Document whether or not executed or completed, or (iv) any litigation or other dispute in connection with the Indenture or any other Related Document or the transactions contemplated thereby, other than costs resulting from the failure of the Bond Insurer to honor its obligations under the Insurance Policy. The Bond Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Indenture or any other Related Document.

(4) The City shall provide the Bond Insurer shall be provided with the following information:

(A) Annual audited financial statements within 150 days after the end of the City's fiscal year (together with a certification of the City that it is not aware of any default or Event of Default under the Loan Agreement or the Note), and the City's annual budget within 30 days after the approval thereof together with such other information, data or reports as the Bond Insurer shall reasonably request from time to time.

(B) Notice of the commencement of any proceeding by or against the City commenced under the United States Bankruptcy Code or any other

applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding").

(C) To the extent that the City has entered into a continuing disclosure agreement, covenant or undertaking with respect to the Bonds, all information furnished pursuant to such agreements shall also be provided to the Bond Insurer, simultaneously with the furnishing of such information.

(D) All reports, notices and correspondence to be delivered to Bondholders under the terms of the Indenture and this Loan Agreement.

(5) The City will permit the Bond Insurer to discuss the affairs, finances and accounts of the City or any information the Bond Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the City and will use commercially reasonably efforts to enable the Bond Insurer to have access to the facilities, books and records of the City.

(6) So long as any Insured Bonds remain outstanding or any amounts are owed to the Bond Insurer, the City shall not enter into any interest rate exchange agreement, cap, collar, floor, ceiling, or other agreement or instrument involving reciprocal payment obligations between the City and a counterparty based on interest rates applied to a notional amount of principal entered into by or on behalf of the Issuer and payable from or secured in whole or in part by the Net Revenues, without the prior written consent of the Bond Insurer.

(7) So long as any Series 2013 Bonds remain outstanding or any amounts are owed to the Bond Insurer by the Issuer, the City shall not issue or incur indebtedness payable from or secured in whole or in part by the Net Revenues that permits or requires the holder to tender such indebtedness for purchase prior to the stated maturity thereof, without the prior written consent of the Bond Insurer.

## ARTICLE XII

## GENERAL

### SECTION 12.1. Amounts Remaining in Funds and Loan Agreement Funds.

Except during the continuance of an Event of Default, any amounts remaining in the Funds created under Article VI of the Indenture and held by the Indenture Trustee, upon expiration or earlier termination of this Loan Agreement, as provided herein, and after adequate provision has been made for payment in full of the Series 2013 Bonds, in accordance with Article IX of the Indenture, any Additional Charges payable to the Indenture Trustee, the Bond Insurer and the Issuer, including paying agent's fees and expenses, and all other amounts required to be paid under this Loan Agreement, the Indenture and the other Bond Documents, shall forthwith be paid to the City by the Indenture Trustee except as provided in Section 3.08 of the Indenture.

**SECTION 12.2. Notices.**

All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given five (5) days following mailing when mailed by registered or certified mail or commercially expedited delivery service, with proper address as indicated below. The Issuer, the City, the Indenture Trustee and the Bond Insurer may, by written notice given by each of them to the others, designate any address or addresses to which notices, certificates or other communications to them shall be sent when required as contemplated by this Loan Agreement. Until otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

| | |
|---|---|
| To the Issuer: | Mississippi Development Bank<br>735 Riverside Drive, Suite 300<br>Jackson, MS 39202<br>Attention: Executive Director |
| To the City: | Mayor or City Clerk<br>City Hall, 200 Forrest Street<br>Hattiesburg, MS 39403 |
| To the Indenture Trustee: | Hancock Bank<br>The Quarter Specialty Center<br>1855 Lakeland Drive, Suite Q-230<br>Jackson, MS 39216<br>Attention: Trust and Financial Services Group |

The notice address of the Bond Insurer is Assured Guaranty Municipal Corp., 31 West 52nd Street, New York, NY 10019, Telephone (212) 974-0100.

**SECTION 12.3. Binding Effect.**

This Loan Agreement shall inure to the benefit of and shall be binding upon the Issuer and the City and their respective successors and assigns.

**SECTION 12.4. Severability.**

In the event any provisions of this Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**SECTION 12.5. Amendments, Changes, and Modifications.**

Except as otherwise provided in this Loan Agreement or in the Indenture, subsequent to the issuance of the Series 2013 Bonds and before the lien of the Indenture is satisfied and discharged in accordance with its terms, this Loan Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Indenture Trustee, the City, the Issuer and the Bond Insurer.

**SECTION 12.6. Execution Counterparts.**

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

**SECTION 12.7. Required Approvals.**

Consents and approvals required by this Loan Agreement to be obtained from the City, the Issuer or the Indenture Trustee shall be in writing.

**SECTION 12.8. Limitations on Issuer Liability.**

It is understood and agreed by the City and the Holders that no covenant, provision or agreement of the Issuer herein or in the Series 2013 Bonds or in any other document executed by the Issuer in connection with the issuance, sale and delivery of the Series 2013 Bonds, or any obligation herein or therein imposed upon the Issuer or breach thereof, shall give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers or shall obligate the Issuer financially in any way except with respect to this Loan Agreement and the Series 2013 Note and the application of revenues therefrom and the proceeds of the Series 2013 Bonds. No failure of the Issuer to comply with any term, condition, covenant or agreement herein or therein shall subject the Issuer to liability for any claim for damages, costs or other financial or pecuniary charges except to the extent that the same can be paid or recovered from this Loan Agreement and the Series 2013 Note or revenues therefrom or proceeds of the Series 2013 Bonds. No execution on any claim, demand, cause of action or judgment shall be levied upon or collected from the general credit, general funds or taxing powers of the Issuer. In making the agreements, provisions and covenants set forth herein, the Issuer has not obligated itself except with respect to this Loan Agreement and the application of revenues hereunder as hereinabove provided. The Series 2013 Bonds constitute special obligations of the Issuer, payable solely from the Net Revenues of the System pledged to the payment thereof pursuant to this Loan Agreement and the Indenture, and do not now and shall never constitute an indebtedness or a loan of the credit of the Issuer, the State of Mississippi or any political subdivision thereof or a charge against general taxing powers within the meaning of any constitutional or statutory provision whatsoever. It is further understood and agreed by the City and the Holders that the Issuer shall incur no pecuniary liability hereunder and shall not be liable for any expenses related hereto. If, notwithstanding the provisions of this Section, the Issuer incurs any expense, or suffers any losses, claims or damages or incurs any liabilities, the City will indemnify and hold harmless the Issuer from the same and will reimburse the Issuer for any legal or other expenses incurred by the Issuer in relation thereto, and this covenant to indemnify, hold harmless and reimburse the Issuer shall survive delivery of and payment for the Series 2013 Bonds. All references to the Issuer under this Section 11.8 shall include its employees, directors, attorneys and/or agents as applicable.

**SECTION 12.9. Representations of City.**

All representations made in this Loan Agreement by the City are based on the City's independent investigation of the facts and law, and accordingly no such representations are made

in reliance upon any representations made or legal advice given by the Issuer, its Bond Counsel, or any of its appointed or elected officials, agents, officers or employees.

**SECTION 12.10. Survivorship of Obligations.**

All obligations of the City under Sections 6.8, 8.4, 11.8 and 11.11 shall survive payment of the Series 2013 Bonds or earlier termination of this Loan Agreement.

**SECTION 12.11. Administrative Fees, Attorneys' Fees and Costs.**

The City shall reimburse the Issuer, upon demand, for all costs and expenses, including without limitation attorneys' fees, paid or incurred by the Issuer in connection with (i) the discussion, negotiation, preparation, approval, execution and delivery of the Series 2013 Bonds, the Indenture, this Loan Agreement, the Series 2013 Note, and the documents and instruments related hereto or thereto; (ii) any amendments or modifications to any of the foregoing documents, instruments or agreements and the discussion, negotiation, preparation, approval, execution and delivery of any and all documents necessary or desirable to effect such amendments or modifications; (iii) the servicing and administration of the Loan during the term hereof or thereafter; and (iv) the enforcement by the Issuer during the term hereof or thereafter of any of the rights or remedies of the Issuer hereunder or under the foregoing documents, or any document, instrument or agreement related hereto or thereto, including, without limitation, costs and expenses of collection in the Event of Default, whether or not suit is filed with respect thereto.

**SECTION 12.12. Release.**

The City hereby acknowledges and agrees that the Issuer shall not be liable to the City, and hereby releases and discharges the Issuer from any liability, for any and all losses, costs, expenses (including attorneys' fees), damages, judgments, claims and causes of action, paid, incurred or sustained by the City as a result of or relating to any action, or failure or refusal to act, on the part of the Issuer, Indenture Trustee or any other party with respect to the Series 2013 Bonds, the Indenture, this Loan Agreement, the Series 2013 Note or the documents and transactions related hereto or thereto or contemplated hereby or thereby, including, without limitation, the exercise by the Indenture Trustee or any third party of any of its rights or remedies pursuant to any of such documents.

**SECTION 12.13. Choice of Law; Venue.**

This Loan Agreement has been delivered in Jackson, Mississippi. The provisions of this Loan Agreement and all rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Mississippi and to the extent they preempt such laws, the laws of the United States.

**[remainder of page left blank intentionally]**

**IN WITNESS WHEREOF**, the Issuer and the City have caused this Loan Agreement to be executed by their duly authorized officers.

**MISSISSIPPI DEVELOPMENT BANK**

**(SEAL)**

**By:**_____
**Its: Executive Director**

**ATTEST:**

**By:**_____
**Its: Secretary**

Signature page to the Loan Agreement, dated _____, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg, Mississippi, as acknowledged and accepted by Hancock Bank, Jackson, Mississippi.

**THE CITY OF HATTIESBURG, MISSISSIPPI**

**(SEAL)**

**By:** _____
**Its: Mayor**

**ATTEST:**

**By:** Connie Everett (DC)
**Its: City Clerk**

Signature page to the Loan Agreement, dated 10-22-2013, by and between the Mississippi Development Bank and the City of Hattiesburg, Mississippi as acknowledged and accepted by Hancock Bank, Jackson, Mississippi.

**ACKNOWLEDGED AND ACCEPTED BY:**

**HANCOCK BANK**
**JACKSON, MISSISSIPPI**

**By:**_____
**Authorized Signatory**

Signature Page to Loan Agreement dated as of _____, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg, Mississippi, as acknowledged and accepted by Hancock Bank, Jackson, Mississippi.

**EXHIBIT A**

**DEFINITIONS FROM INDENTURE**

**"Accounts"** means the accounts created pursuant to Article VI of the Indenture.

**"Act"** means together the Bond Act and the Bank Act.

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

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

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

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

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

**"Beneficial Owner"** means, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the Beneficial Owner of such Bond by a DTC Participant on the records of such DTC Participant, or such person's subrogee.

**"Bond Act"** means Section 21-27-23 and 21-27-41 through 21-27-69, Mississippi Code of 1972, as amended from time to time.

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

**"Bond Insurance Policy"** means the financial guaranty insurance policy issued by the Bond Insurer guaranteeing the scheduled payment of the principal of and interest onn the Series 2013 Bonds when due.

**"Bond Insurer"** means Assured Guaranty Municipal Corp., a New York stock insurance corporation, or any successor thereto or assignee thereof.

**"Bond Issuance Expense Account"** means the account by that name created by Section 6.02 of the Indenture for the Series 2013 Bonds.

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

**"Bonds"** means the Series 2013 Bonds and any Refunding Bonds.

**"Book-Entry System"** means a book-entry system established and operated for the recordation of Beneficial Owners of the Series 2013 Bonds as described in Section 2.07 of the Indenture.

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

**"City"** means the City of Hattiesburg, Mississippi or any successor thereto, a Local Governmental Unit under the Bank Act.

**"Code"** means the Internal Revenue Code of 1986 in effect on the date of issuance of the Series 2013 Bonds, and the applicable regulations or rulings promulgated or proposed thereunder, and any successor thereto.

**"Costs of Issuance"** mean items of expense payable or reimbursable directly or indirectly by the Bank and related to the authorization, sale, validation and issuance of Bonds, execution and delivery of the Loan Agreement and the Series 2013 Note, which items of expense shall include, but not be limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Trustee, underwriters' discounts, legal fees and charges, professional consultants' fees, costs of credit ratings, fees and charges for execution, transportation and safekeeping of Bonds, bond or reserve fund insurance premiums, credit enhancements or liquidity facility fees, and other costs, charges and fees in connection with the foregoing.

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

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

**"Debt Service Reserve Requirement"** means the lesser of the following: (i) of the maximum amount of principal and interest becoming due in the current or any future bond year (meaning each 1 year period (or such shorter period as hereinafter defined) beginning on _____ 2 of one year and ending on _____ 1 of the following year ___ except, however, the first bond year shall be from the issue date of the Series 2013 Bonds until _____ 1, 201___) on all Series 2013 Bonds then outstanding; (ii) 125% of average annual debt service on the Series 2013 Bonds; or (iii) 10% of the stated principal amount of the Series 2013 Bonds or if such issue of Series 2013 Bonds has more than a *de minimus* amount (as defined in Section 1.148-1(b) of the Treasury Regulations) of original issue discount or premium, ten percent (10%) of the issue price (as defined in Section 1.1481(b) of the Treasury Regulations), which Debt Service Reserve Requirement may be funded with cash or a Reserve Fund Credit Facility; provided, however, that upon initial issuance of the Series 2013 Bonds, the Debt Service Reserve Requirement will mean the amount set forth in (i) hereinabove and in future years if the amount of the Debt Service Reserve Requirement should equal an amount in excess of the lesser of (i), (ii) and (iii)

above, the funds held in the Debt Service Reserve Requirement will not be invested as a yield in excess of the yield on the Series 2013 Bonds.

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

**"DTC"** means The Depository Trust Company.

**"DTC Participants"** shall have the meaning ascribed thereto in Section 2.07 of the Indenture.

**"Event of Default"** means any occurrence or event specified in Section 10.01 of the Indenture.

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

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

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

**"Funds"** means the funds created pursuant to Article VI of the Indenture (other than the Rebate Fund).

**"General Account"** means the account by that name created by Section 6.02 of the Indenture for the Series 2013 Bonds.

**"General Fund"** means the fund by that name created by Section 6.02 of the Indenture.

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

**"Indenture"** means the Indenture of Trust, and all supplements and amendments thereto entered into pursuant to Article XII of the Indenture.

**"Interest Payment Date"** means any date on which interest is payable on the Bonds, and for the Series 2013 Bonds, _____ 1 and ____ 1, commencing _____ 1, 20__.

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

**"Loan Account"** means the account by that name created by Section 6.02 of the Indenture for the Series 2013 Bonds.

**"Loan Agreement"** means the Loan Agreement by and between the City and the Bank dated as of _____, 2013.

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

**"Moody's"** shall mean Moody's Investors Service, a Delaware Corporation, its successors and assigns and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Bank), by written notice to the Trustee.

**"Notice Address"** means, with respect to the City, the City's address given in connection with the execution and delivery of the Loan Agreement and the Series 2013 Note to the Bank, and, with respect to the Bank, the Trustee, the Original Purchaser and the Bond Insurer:

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

Trustee: Hancock Bank
The Quarter Specialty Center
1855 Lakeland Drive, Suite Q-230
Jackson, Mississippi 39216
Attention: Trust and Financial Services Group

Original
Purchaser: Duncan-Williams, Inc.
6750 Poplar Avenue, Suite 300
Memphis, Tennessee 38138
Attention: Public Finance Department

Piper Jaffray & Co.
3238 Players Club Circle
Memphis, TN 38125
Attention: Public Finance Department

The notice address of the Bond Insurer is Assured Guaranty Municipal Corp., 31 West 52nd Street, New York, New York 10019, Attention: Risk Management Department – Public Finance – Surveillance RE: Policy No. 213125-N, Telephone: (212) 974-0100; Facsimile: (212) 581-3268; E-mail: municdisclosure@assuredguaranty.com. In each case in which notice or other communication refers to an Event of Default or a claim on the Bond Insurance Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at generalcounsel@assuredguaranty.com or at the following facsimile number: (212) 445-3705 and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

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

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

**"Original Purchaser"** means Duncan-Williams, Inc., Memphis, Tennessee and Piper Jaffray, Memphis, Tennessee.

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

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

(b) Bonds deemed paid under Article IX of the Indenture; and

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

**"Positive Cash Flow Certificate"** means a certificate prepared in accordance with Section 5.09 of the Indenture by the Bank to the effect that immediately after the occurrence or non-occurrence of a specific action or omission, as appropriate, Revenues expected to be received, together with other moneys expected to be held in the Funds and Accounts under the Indenture (other than the Rebate Fund) and available therefor in accordance with Section 5.09 (a)(3) of the Indenture, will at least be sufficient on each Interest Payment Date to provide payment of the principal and interest of the Outstanding Bonds due on such date and the payment of Program Expenses, if any.

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

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

**"Program Expenses"** means all of the fees and expenses of the Trustee, any expenses for preparing Positive Cash Flow Certificates under Section 5.09 of the Indenture and costs of determining the amount rebatable, if any, to the United States of America under Section 6.11 of the Indenture, all to the extent properly allocable to the Program and approved in writing by the Bank.

**"Rebate Fund"** means the fund by that name created by Section 6.02 of the Indenture.

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

**"Redemption Account"** means the account by that name created by Section 6.02 of the Indenture for the Series 2013 Bonds.

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

**"Refunding Bonds"** means Bonds issued pursuant to Sections 2.04 and 2.05 of the Indenture and any Supplemental Indenture.

**"Representation Letter"** shall mean the blanket issuer letter of representations from the Bank to DTC under the Book-Entry System.

**"Reserve Fund Credit Facility"** means an irrevocable and unconditional letter of credit, insurance policy or surety bond, including the Reserve Policy, the terms of which have been approved by the City, the Bank and the Bond Insurer, issued by a bank or other financial institution, which is acceptable to the City, the Bank and the Bond Insurer, having a long-term credit rating of "A" or better, as determined by Moody's which credit facility names the Trustee as the beneficiary thereunder; provided, that any such credit facility must (a) be renewable or extendable on an annual basis; (b) have an initial term of not less than three (3) years; (c) provide that the bank or other financial institution providing such credit facility must notify the Trustee and the City, no less than sixty (60) days in advance of the expiration of the credit facility of its intention not to renew or extend such credit facility; and (d) permit the Trustee to make a drawing thereunder to fund the Debt Service Reserve Fund no later than five (5) Business Days

prior to the earlier of (1) the expiration date of such credit facility and (2) the date the proceeds of such drawing will be needed to fund the Debt Service Reserve Fund.

**"Reserve Policy"** means the Municipal Bond Debt Service Reserve Insurance Policy issued by the Bond Insurer guaranteeing certain payments into the Debt Service Reserve Fund with respect to the Series 2013 Bonds as provided therein and subject to the limitations set forth therein;

**"Reserve Policy Provider"** means the Bond Insurer;

**"Revenues"** means the Funds and Accounts and all income, revenues and profits of the Funds and Accounts referred to in the granting clauses of the Indenture including, without limitation, all Series 2013 Note Payments and any additional amount paid to the Trustee under the Loan Agreement on the Series 2013 Note.

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

**"Series 2013 Bonds"** means the $28,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated _____, 2013, issued pursuant to Section 2.01 of the Indenture.

**"Series 2013 Note"** means the $28,000,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated _____, 2013, of the City to the Bank, attached as EXHIBIT B to the Loan Agreement.

**"Series 2013 Note Interest Payment"** means that portion of a Series 2013 Note Payments which represents the interest due or to become due on a Series 2013 Note held by the Trustee pursuant to the Indenture.

**"Series 2013 Note Payment"** means together the amounts paid or required to be paid, from time to time, for principal and interest on a the Series 2013 Note held by the Trustee pursuant to the Indenture.

**"Series 2013 Note Principal Payment"** means that portion of a Series 2013 Note Payment which represents the principal due or to become due on the Series 2013 Note held by the Trustee pursuant to the Indenture.

**"Series 2013 Project"** means providing funds for (i) the Construction Project; (ii) current refunding the outstanding maturities of the City of Hattiesburg, Mississippi General Obligation Note, Series 2013, dated March 19, 2013, issued in the original principal amount of $3,000,000, (iii) funding the Debt Service Reserve Fund for the Series 2013 Bonds, including the payment of the premium for the Reserve Policy, (iv) paying capitalized interest, and (v) paying the costs of issuance of the Series 2013 Bonds and the Series 2013 Note, including the payment of the premium for the Bond Insurance Policy.

**"Special Reserve Fund"** means the fund by that name created by Section 6.02 of the Indenture.

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

**"State"** means the State of Mississippi.

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

**"System"** means the water and sewer system of the City and all related improvements and equipment, together with all additions to, replacements of, and substitutions for any of the foregoing which may be made as permitted or required by the Bank, but excluding any property released as authorized by the Bank.

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

**"Trustee"** means Hancock Bank of Jackson, Mississippi, a State banking corporation organized and existing under the laws of the State of Mississippi, or any successor thereto under the Indenture.

**EXHIBIT B**

**FORM OF SERIES 2013 NOTE**

**$28,000,000**
**PROMISSORY NOTE**
**(HATTIESBURG, MISSISSIPPI COMBINED**
**WATER AND SEWER SYSTEM REFUNDING AND CONSTRUCTION PROJECT)**

Date: As of _____, 2013

The City of Hattiesburg, Mississippi, a political subdivision organized and validly existing under the Constitution and laws of the State of Mississippi ("City"), for value received, hereby promises to pay, in immediately available funds, to the order of the Mississippi Development Bank (the "Issuer") or its assigns, the aggregate principal sum equal to the outstanding principal amount of the Series 2013 Bonds (as hereinafter defined) outstanding up to a maximum principal amount of $28,000,000 together with interest on the unpaid principal balance thereof from the date hereof until fully and finally paid, premium, if any, together with all taxes levied or assessed on this Series 2013 Note or the debt evidenced hereby against the holder hereof and all other amounts payable by the City under the Loan Agreement (as hereinafter defined). This Series 2013 Note shall bear interest at the Interest Rate (as such terms are defined in the Indenture) on the Series 2013 Bonds except as otherwise provided hereunder.

This Series 2013 Note has been executed under and pursuant to a Loan Agreement dated as of _____, 2013, between the Issuer and the City (the "Loan Agreement") which Loan Agreement is incorporated herein in its entirety by reference. This Series 2013 Note is issued to evidence the obligation of the City under the Loan Agreement to repay the loan made by the Issuer to the City from the proceeds of its $28,000,000 Special Obligation Bonds, Series 2013 (Hattiesburg Mississippi Combined Water and Sewer System Refunding and Construction Project), dated _____, 2013 (the "Series 2013 Bonds"), together with interest thereon at the interest rate or rates as defined and set forth in the Indenture (as hereinafter defined), premium, if any, and all other amounts, fees, penalties, premiums, adjustments, expenses, counsel fees and other payments of any kind required to be paid by the City under the Loan Agreement. The Loan Agreement includes provisions permitting the City, at its election, to prepay this Series 2013 Note, in whole or in part, all as more particularly described in the Indenture. The Loan Agreement includes provisions permitting the Indenture Trustee, at the direction of the Bondholders, to require mandatory prepayment of this Series 2013 Note at certain times and under certain circumstances, all as set forth in the Indenture. In the event that the terms of this Series 2013 Note conflict with the terms of the Indenture or the Loan Agreement, the terms of the Indenture or the Loan Agreement shall control.

If the City shall fail to pay on the due date therefor, whether by acceleration or otherwise, any principal, premium, if any, or interest owing hereunder, then interest shall accrue on such unpaid amounts from the date due until and including the date on which such amounts are paid in full.

The Loan Agreement and this Series 2013 Note have been assigned to Hancock Bank, Jackson, Mississippi, as Indenture Trustee (the "Indenture Trustee") pursuant to an Indenture of Trust, dated as of _____, 2013, by and between the Issuer and the Indenture Trustee (the "Indenture"). Such assignment is made as security for the payment of the Series 2013 Bonds

issued by the Issuer pursuant to the Indenture and is subject to the reservation of certain unassigned rights of the Issuer under the Loan Agreement.

As provided in the Loan Agreement and subject to the provisions thereof, payments hereon are to be made at the principal office of the Indenture Trustee as shown in the Loan Agreement in an amount which, together with other moneys available therefor pursuant to the Indenture, will equal the amount payable as principal of, premium, if any, and interest on the Series 2013 Bonds outstanding on such due date.

The City shall make payments on this Series 2013 Note on the dates and in the amounts specified herein and in the Loan Agreement and in addition shall make such other payments as are required pursuant to the Loan Agreement, the Indenture and the Series 2013 Bonds. Upon the occurrence of an Event of Default, as defined in the Indenture or the Loan Agreement, the principal of, premium, if any, and interest on this Series 2013 Note may be declared immediately due and payable as provided in the Loan Agreement. Upon any such declaration, the City shall pay all costs, disbursements, expenses and reasonable counsel fees of the Issuer and the Indenture Trustee in seeking to enforce their rights under the Loan Agreement and this Series 2013 Note.

The City waives diligence, demand, presentment for payment, notice of nonpayment, protest and notice of protest, notice of any renewals or extension of this Series 2013 Note, and all rights under any statute of limitations. Any delay on the part of the Issuer or the Indenture Trustee in exercising any right hereunder shall not operate as a waiver of any such right, and any waiver granted with respect to one default shall not operate as a waiver in the event of any subsequent or continuing default.

All notices, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when mailed by registered or certified mail or commercially expedited delivery service, with proper address as indicated below. The Issuer, the City and the Indenture Trustee may, by written notice given by each of them to the others, designate any address or addresses to which notices, certificates or other communications to them shall be sent when required as contemplated by this Series 2013 Note. Until otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

| | |
|---|---|
| To the Issuer: | Mississippi Development Bank<br>735 Riverside Drive, Suite 300<br>Jackson, Ms 39202<br>Attn: Executive Director |
| To the City: | Mayor or City Clerk<br>City Hall, 200 Forrest Street<br>Hattiesburg, MS 39403 |

To the Indenture Trustee: Hancock Bank
The Quarter Specialty Center
1855 Lakeland Drive, Suite Q-230
Jackson, MS 39216
Attention: Trust and Financial Services Group

This Series 2013 Note has been delivered in Jackson, Mississippi. The provisions of this Series 2013 Note and all rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Mississippi and to the extent they preempt such laws, the laws of the United States.

The City agrees that Indenture Trustee shall have the right to proceed against the City or its property in a court in any location to enable the Indenture Trustee to realize on such property, or to enforce a judgment or other court order entered in favor of Indenture Trustee. The City agrees that it shall not assert any permissive counterclaims in any proceeding brought in accordance with this provision by the Indenture Trustee or the Bank to realize on such property, or to enforce a judgment or other court order in favor of Indenture Trustee. The City waives any objection that it may have to the location of the court in which the Indenture Trustee has commenced a proceeding described in this paragraph.

**IN WITNESS WHEREOF**, the undersigned has caused this Series 2013 Note to be executed in its name and, if applicable, its corporate seal to be hereunto affixed and attested to by its duly authorized officers all as of the day and year first above written.

**THE CITY OF HATTIESBURG, MISSISSIPPI**

**By:** _____
**Title: Mayor**

**(SEAL)**

**ATTEST:**

**By:** Connie Everett (bc)
**Title: City Clerk**

## ASSIGNMENT OF SERIES 2013 NOTE

**FOR VALUE RECEIVED**, the Mississippi Development Bank hereby assigns and transfers, without recourse, this Series 2013 Note to Hancock Bank of Jackson, Mississippi, as Indenture Trustee under the Indenture herein mentioned, provided, however, that the rights pledged and assigned hereunder do not include unassigned rights reserved by the Mississippi Development Bank in Sections 4.4, 6.8, 8.4, 10.5, 11.8 or 11.11 of the Loan Agreement dated as of _____, 2013, between the Mississippi Development Bank and the City of Hattiesburg, Mississippi.

**(SEAL)** **MISSISSIPPI DEVELOPMENT BANK**

**By:** _____
**Executive Director**

**ATTEST:**

**By:** _____
**Secretary**

# EXHIBIT C

# FORM OF PROJECT FUND REQUISITION

**EXHIBIT C**

**FORM OF PROJECT FUND REQUISITION**

RE: $_____ Mississippi Development Bank Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) (the "Bonds") secured by $_____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.: _____**

**DATE OF REQUISITION: _____**

**NAME AND ADDRESS OF PERSON, FIRM OR CORPORATION TO WHOM PAYMENT IS DUE OR WAS MADE.**

| |
|---|
| |

**DESCRIPTION OF EACH ITEM OR SERVICE FOR WHICH PAYMENT IS TO BE MADE UNDER THE AUTHORITY OF THIS REQUISITION:**

| |
|---|
| |

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

(1) The amount herein requisitioned to be paid to the above-designated payee is for the items or services hereinabove described.

(2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Project Fund.

(3) Each of the items was reasonable and necessary in connection with the "Construction Project" being financed pursuant to the Loan Agreement dated as of _____, 2013 (the "Loan Agreement").

(4) The payment herein authorized and approved is a proper charge against the Project Fund as provided for in Section 3 of the Loan Agreement.

(5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

**CITY OF HATTIESBURG, MISSISSIPPI**

**By:** _____
**Title:** Mayor
(Authorized City Representative)

ButlerSnow 18010547v1

# EXHIBIT C

## FORM OF PRELIMINARY OFFICIAL STATEMENT

**PRELIMINARY OFFICIAL STATEMENT DATED _____, 2013**

**RATINGS:** | | **Insured** | **Underlying** |
|---|---|---|
| **Moody's** | **"___"** | **"___"** |

**(See "RATINGS" herein)**

**NEW ISSUE - BOOK-ENTRY ONLY**

*In the opinion of Bond Counsel (as hereinafter defined), under existing laws, regulations, rulings and judicial decisions, interest on the Series 2013 Bonds is excludable from gross income for federal tax purposes pursuant to Section 103 of the Code (as defined herein), 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. Such exludability is conditioned on continuing compliance with certain tax covenants of the Bank and the City (each as defined herein). In the opinion of Bond Counsel under existing laws, regulations, rulings and judicial decisions, interest on the Series 2013 Bonds is exempt from income taxation in the State of Mississippi. See "TAX MATTERS" herein and "APPENDIX C - FORM OF BOND COUNSEL OPINION" attached hereto.*

# $_____,000*
# MISSISSIPPI DEVELOPMENT BANK
# SPECIAL OBLIGATION BONDS, SERIES 2013
# (HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM REFUNDING AND CONSTRUCTION PROJECT)

**Dated: Date of Delivery** **DUE: _____ 1, as shown on inside of front cover**

The Series 2013 Bonds (the "Series 2013 Bonds") will be dated the date of delivery thereof, and will bear interest from that date to their respective stated maturities in the amounts and at the rates set forth on the inside of the front cover. The Series 2013 Bonds are issuable only as fully registered bonds and, when issued, will be registered in the name of CEDE & CO., as nominee for The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interests in the Series 2013 Bonds will be made in book-entry-only form, in the denomination of $5,000 or any integral multiple thereof. Purchasers of beneficial interests in the Series 2013 Bonds will not receive physical delivery of certificates representing their interests in the Series 2013 Bonds. Interest on the Series 2013 Bonds is payable on _____ 1 and _____ 1 of each year, commencing _____ 1, 20__. So long as DTC or its nominee is the registered owner of the Series 2013 Bonds, interest, together with the principal of and redemption premium, if any, on the Series 2013 Bonds will be paid directly to DTC by Hancock Bank, Jackson, Mississippi, Trustee under the Indenture, all as defined and more fully described herein under the caption, "DESCRIPTION OF THE SERIES 2013 BONDS -- Book-Entry-Only System."

The Series 2013 Bonds are issued by the Bank for the principal purpose of providing a loan to the City of Hattiesburg, Mississippi, as more fully described in this Official Statement.

The Series 2013 Bonds are subject to extraordinary mandatory redemption and optional redemption, as more fully described in this Official Statement under the caption "DESCRIPTION OF THE SERIES 2013 BONDS -- Redemption."

**The scheduled payment of principal of and interest on the Series 2013 Bonds when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Series 2013 Bonds by ASSURED GUARANTY MUNICIPAL CORP. (the "Bond Insurer").**

ASSURED GUARANTY MUNICIPAL

**THE SERIES 2013 BONDS ARE PAYABLE SOLELY OUT OF THE REVENUES AND FUNDS OF THE BANK PLEDGED THEREFOR UNDER THE INDENTURE, AS MORE FULLY DESCRIBED HEREIN. THE SERIES 2013 BONDS DO NOT CONSTITUTE A DEBT, LIABILITY OR LOAN OF THE CREDIT OF THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION THEREOF UNDER THE CONSTITUTION AND LAWS OF THE STATE OF MISSISSIPPI OR A PLEDGE OF THE FAITH, CREDIT AND TAXING POWER OF THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION THEREOF. THE SOURCES OF PAYMENT OF, AND SECURITY FOR, THE SERIES 2013 BONDS ARE MORE FULLY DESCRIBED HEREIN. THE BANK HAS NO TAXING POWER.**

**THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. PROSPECTIVE INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.**

The Series 2013 Bonds are offered subject to the final approval of the legality thereof by Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Ridgeland, Mississippi, as Bond Counsel. Certain legal matters will be passed upon for the Bank by its counsel, Balch & Bingham LLP, Jackson, Mississippi, for the Original Purchaser by its counsel, The May Law Firm, PLLC, Jackson Mississippi, and for the City by Charles E. Lawrence, Jr., Esquire, Hattiesburg, Mississippi. Government Consultants, Inc., Jackson, Mississippi, serves as the Financial Advisor to the Bank in connection with the sale and issuance of the Series 2013 Bonds. The Series 2013 Bonds are expected to be available in definitive form for delivery on or about March 29, 2013.

**DUNCAN-WILLIAMS, INC.** **PIPER JAFFRAY**

The date of this Official Statement is _____, 2013.

* Preliminary, subject to change.

**SERIES 2013 BONDS**
**MATURITY SCHEDULE**

| YEAR OF MATURITY | PRINCIPAL AMOUNT* | INTEREST RATE | PRICE OR YIELD | YEAR OF MATURITY | PRINCIPAL AMOUNT* | INTEREST RATE | PRICE OR YIELD |
|---|---|---|---|---|---|---|---|
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*Preliminary, subject to change.

**THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFERING OF ANY SECURITY OTHER THAN THE ORIGINAL OFFERING OF THE SERIES 2013 BONDS IDENTIFIED ON THE COVER HEREOF. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION OTHER THAN THAT CONTAINED IN THIS OFFICIAL STATEMENT, AND IF GIVEN OR MADE SUCH OTHER INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, AND THERE SHALL NOT BE ANY SALE OF THE SERIES 2013 BONDS BY ANY PERSON, IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL TO MAKE SUCH OFFER, SOLICITATION OR SALE. THE INFORMATION AND EXPRESSION OF OPINIONS HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR THE SALE OF ANY OF THE SERIES 2013 BONDS SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THE INFORMATION HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF.**

**INFORMATION HEREIN HAS BEEN OBTAINED FROM THE BANK, THE CITY AND OTHER SOURCES BELIEVED TO BE RELIABLE, BUT THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION IS NOT GUARANTEED BY THE ORIGINAL PURCHASER OR BOND INSURER.**

**UPON ISSUANCE, THE SERIES 2013 BONDS WILL NOT BE REGISTERED BY THE BANK UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW, AND WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER FEDERAL, STATE OR OTHER GOVERNMENTAL ENTITY OR AGENCY, OTHER THAN THE BANK (TO THE EXTENT DESCRIBED HEREIN), WILL HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT OR APPROVED THE SERIES 2013 BONDS FOR SALE.**

**THIS OFFICIAL STATEMENT IS NOT TO BE CONSTRUED AS A CONTRACT OR AGREEMENT BETWEEN THE BANK AND THE PURCHASERS OR HOLDERS OF THE SERIES 2013 BONDS. ALL ESTIMATES AND ASSUMPTIONS CONTAINED HEREIN ARE BELIEVED TO BE REASONABLE, BUT NO REPRESENTATION IS MADE THAT SUCH ESTIMATES OR ASSUMPTIONS ARE CORRECT OR WILL BE REALIZED.**

**IN CONNECTION WITH THIS OFFERING, THE ORIGINAL PURCHASER MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2013 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.**

**THE BOND INSURER MAKES NO REPRESENTATION REGARDING THE SERIES 2013 BONDS OR THE ADVISABILITY OF INVESTING IN THE SERIES 2013 BONDS. IN ADDITION, THE BOND INSURER HAS NOT INDEPENDENTLY VERIFIED, MAKES NO REPRESENTATION REGARDING, AND DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT OR ANY INFORMATION OR DISCLOSURE CONTAINED HEREIN, OR OMITTED HEREFROM, OTHER THAN WITH RESPECT TO THE ACCURACY OF THE INFORMATION REGARDING THE BOND INSURER SUPPLIED BY THE BOND INSURER AND PRESENTED UNDER THE CAPTION "MUNICIPAL BOND INSURANCE" AND "APPENDIX H - SPECIMEN MUNICIPAL BOND INSURANCE POLICY" HEREIN.**

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# OFFICIAL STATEMENT

## $____,000*
## MISSISSIPPI DEVELOPMENT BANK
## SPECIAL OBLIGATION BONDS, SERIES 2013
## (HATTIESBURG, MISSISSIPPI WATER AND SEWER SYSTEM REFUNDING AND CONSTRUCTION PROJECT)

## INTRODUCTION

The purpose of this Official Statement, including its Appendices, is to set forth certain information concerning the issuance and sale by the Mississippi Development Bank (the "Bank" or "Issuer") of its Mississippi Development Bank Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Water and Sewer System Refunding and Construction Project), to be dated the date of delivery thereof, issued in the aggregate principal amount of $_____,000* (the "Series 2013 Bonds").

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and all appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Series 2013 Bonds to potential investors is made only by means of the entire Official Statement.

### The Bank

The Bank was established in 1986 as a separate body corporate and politic of the State of Mississippi (the "State") for the public purposes set forth under the provisions of Sections 31-25-1 et seq., Mississippi Code of 1972, as amended from time to time (the "Bank Act"). The Bank is not an agency of the State, is separate from the State in its corporate and sovereign capacity and has no taxing power. The Bank is governed by a Board of Directors composed of nine (9) members.

Pursuant to the Act, the purpose of the Bank is to assist "local governmental units," as defined in the Act to be (i) any county, municipality, utility district, regional solid waste authority, county cooperative service district, or political subdivision of the State of Mississippi, (ii) the State of Mississippi or any agency thereof, (iii) the institutions of higher learning of the State of Mississippi, (iv) any education building corporation established for institutions of higher learning, or (v) any other governmental unit created under State law, through programs of providing loans to such local governmental units under loan agreements between such local governmental units and the Bank. The City of Hattiesburg, Mississippi (the "City"), the entity described in "APPENDIX A - INFORMATION ON THE CITY", is such a local governmental unit.

### Sources of Payment and Security for the Series 2013 Bonds

The Series 2013 Bonds will be issued under and secured by an Indenture of Trust, to be dated the date of delivery of the Series 2013 Bonds (the "Indenture"), by and between the Bank and Hancock Bank, Jackson, Mississippi, as Trustee (the "Trustee"). The principal of, redemption premium, if any, and interest on any and all of the Series 2013 Bonds, together with any refunding bonds (the "Refunding Bonds") that may be authorized and issued by the Bank under the Indenture on a parity with the Series 2013 Bonds (collectively, the "Bonds"), are payable from those revenues and funds of the Bank which, together with the loan agreement (the "Loan Agreement") and the Series 2013 Note, as hereinafter

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* Preliminary, subject to change.

defined, delivered by the City, as defined and described herein, are pledged pursuant to the Indenture for the benefit of the owners of the Series 2013 Bonds without priority. The faith, credit and taxing power of the State are not pledged to the payment of the principal of, premium, if any, and interest on any of the Series 2013 Bonds. The Series 2013 Bonds are not a debt, liability, loan of the credit or pledge of the faith and credit of the State or of any political subdivision thereof, including the City. The Bank has no taxing power and has only those powers and sources of revenue set forth in the Act. The Series 2013 Bonds are issued and secured separately from any other obligations issued by the Bank.

The Series 2013 Bonds are secured by the pledge of the Trust Estate established under the Indenture (the "Trust Estate"), defined to be (i) all cash and securities in the funds and accounts established by the Indenture (except the Rebate Fund, as described herein) (the "Funds" and "Accounts") and the investment earnings thereon and all proceeds thereof, (ii) the Loan Agreement and the Series 2013 Note and payments due thereunder and the earnings thereon and the proceeds thereof, and (iii) all funds, accounts and moneys hereinafter pledged to the Trustee as security by the Bank. All Series 2013 Bonds will be secured equally and ratably by all of the foregoing. The sources of payment for the Series 2013 Bonds are further described under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS."

The principal of and interest on the Series 2013 Note are payable out of certain revenues as hereinafter defined. The Loan, as hereinafter defined, will be provided from the proceeds of the Series 2013 Bonds. The sources of payment on the Series 2013 Note is further described under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS."

The Indenture provides that in order to further secure the payment of principal of and interest on the Series 2013 Bonds, the Bank will establish thereunder a Debt Service Reserve Fund (the "Debt Service Reserve Fund"), and maintain therein an amount (the "Debt Service Reserve Requirement") equal to the lesser of the following: (i) of the maximum amount of principal and interest becoming due in the current or any future bond year (meaning each 1 year period (or such shorter period as hereinafter described) beginning on ___ 2 of one year and ending on _____ 1 of the following year – except, however, the first bond year shall be from the issue date of the Series 2013 Bonds until ___ 1, 2014) on all Series 2013 Bonds then outstanding; (ii) 125% of average annual debt service on the Series 2013 Bonds; and (iii) 10% of the stated principal amount of the Series 2013 Bonds, or if such issue of Series 2013 Bonds has more than a de minimis amount (as defined in Section 1.148-1(b) of the Treasury Regulations) of original issue discount or premium, ten percent (10%) of the issue price (as defined in Section 1.148-1(b) of the Treasury Regulations), which Debt Service Reserve Requirement may be funded with cash or a Reserve Fund Credit Facility. See the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS – 2013 Debt Service Reserve Fund" for further discussion of the 2013 Debt Service Reserve Fund. On the closing date, the Bank will secure from the Bond Insurer a Reserve Policy (as defined herein) to satisfy the total amount of the initial Debt Service Reserve Requirement.

As defined in the Indenture, Reserve Policy means the Reserve Fund Credit Facility issued by the Bond Insurer guaranteeing certain payments into the Debt Service Reserve Fund with respect to the Series 2013 Bonds. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BOND – Debt Service Reserve Fund" for a further discussion of requirements for the Reserve Policy and the Reserve Fund Credit Facility.

**Bond Insurance Policy**

Concurrently with the issuance of the Series 2013 Bonds, Assured Guaranty Municipal Corp. (the "Bond Insurer") will issue its municipal bond insurance policy for the Series 2013 Bonds (the "Bond

Insurance Policy"). The Bond Insurance Policy guarantees the scheduled payment of the principal of and interest on the Series 2013 Bonds when due as set forth in the form of the Bond Insurance Policy included in APPENDIX F to this Official Statement. See "BOND INSURANCE" and "APPENDIX F - SPECIMEN MUNICIPAL BOND INSURANCE POLICY" herein.

**Purpose of the Series 2013 Bonds**

The Series 2013 Bonds are being issued to provide funds to provide a loan (the "Loan") to the City under the terms and provisions of a loan agreement secured by a promissory note for the purpose of providing funds for (i) repairing, improving, and extending the combined water and sewer system of the City (the "System") (the "Construction Project"); (ii) current refunding the outstanding maturities of the City's General Obligation Note, Series 2013dated March 19, 2013, issued in the original principal amount of $3,000,000 (the "Refunding Project"); (iii) funding a debt service reserve fund for the Series 2013 Bonds, including the payment of premium for the Reserve Policy, (iv) paying capitalized interest and (v) paying for the costs of issuance of the Series 2013 Bonds and the Series 2013 Note, as hereinafter defined, including the premium for the Bond Insurance Policy. Items (i) through (v) are hereinafter referred to as the "Series 2013 Project."

**Authority for Issuance**

The Series 2013 Bonds are issued pursuant to the provisions of Sections 21-27-23 and 21-27-41 through 21-27-69, Mississippi Code of 1972, as amended from time to time (the "Bond Act" and together with the Bank Act, the "Act"), and the Bank Act and the Indenture.

**Description of the Series 2013 Bonds**

Redemption. The Series 2013 Bonds are subject to optional redemption and extraordinary mandatory redemption, as more fully described under the caption "DESCRIPTION OF THE SERIES 2013 BONDS - Redemption" herein.

Denominations. The Series 2013 Bonds will be issued in denominations of $5,000 or any integral multiple thereof.

Registration, Transfers, and Exchanges. The Series 2013 Bonds will be issued only as fully registered bonds and, when issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interests in the Series 2013 Bonds will be made in book entry only form. Purchasers of beneficial interests in the Series 2013 Bonds will not receive physical delivery of certificates representing their respective interests in the Series 2013 Bonds.

Payments. Interest on the Series 2013 Bonds is payable on _____ 1 and _____ 1 of each year (each an "Interest Payment Date"), commencing _____ 1, 20__ and, so long as DTC or its nominee is the Registered Owner of the Series 2013 Bonds, such interest, together with the principal of and redemption premium, if any, on the Series 2013 Bonds will be paid directly to DTC by Hancock Bank, Jackson, Mississippi, as Trustee under the Indenture. The final disbursement of such payments to the Beneficial Owners of the Series 2013 Bonds will be the responsibility of the DTC Participants and the Indirect Participants, all as more fully defined and described herein under the caption "DESCRIPTION OF THE SERIES 2013 BONDS -- Book-Entry-Only System."

**For a more complete description of the Series 2013 Bonds and the basic documentation pursuant to which the Series 2013 Bonds are being issued, see the captions "DESCRIPTION OF**

**THE SERIES 2013 BONDS," "REVENUES, FUNDS AND ACCOUNTS UNDER THE INDENTURE," and "OPERATION OF FUNDS AND ACCOUNTS UNDER THE INDENTURE," in this Official Statement.**

**Tax Exemption**

In the opinion of Bond Counsel, under existing laws, regulations, rulings, and judicial decisions, interest on the Series 2013 Bonds is excludable from gross income for federal tax purposes, with such excludibility conditioned upon continuing compliance with certain tax covenants of the Bank and the City, and under existing laws, regulations, rulings, and judicial decisions, interest on the Series 2013 Bonds is exempt from income taxation of the holders thereof in the State of Mississippi. Interest on the Series 2013 Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes; however, such interest is taken into account in determining adjusted current earnings for purposes of calculating alternative minimum tax imposed on certain corporations. For a more complete description of such opinion and certain other tax consequences incident to the ownership of the Series 2013 Bonds, see the captions "TAX MATTERS" in this Official Statement. See "APPENDIX C - FORM OF BOND COUNSEL OPINION" for the proposed form of Bond Counsel opinion.

**Professionals Involved in the Offering**

Hancock Bank, Jackson, Mississippi, will act as Trustee under the Indenture for the Series 2013 Bonds. Government Consultants, Inc., Jackson, Mississippi, is employed as financial advisor (the "Financial Advisor") to the Bank with respect to the Series 2013 Bonds. Certain proceedings in connection with the issuance of the Series 2013 Bonds are subject to the approval of Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Ridgeland, Mississippi, as Bond Counsel. The purchaser of the Series 2013 Bonds shall receive the opinion of Bond Counsel, to the effect that, based upon their participation in the preparation of the Official Statement, no facts have come to their attention which would lead them to believe that the Official Statement (except for financial statements and other financial and statistical data contained therein, as to which they will express no opinion or belief) contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. Certain legal matters will be passed upon for the City by Charles E. Lawrence, Jr., Esquire, Hattiesburg, Mississippi. Certain legal matters will be passed upon for Duncan-Williams, Inc., Memphis, Tennessee and Piper Jaffray, Memphis, Tennessee (together, the "Original Purchaser") by The May Law Firm, PLLC, Jackson, Mississippi. Certain legal matters will be passed upon for the Bank by Balch & Bingham LLP, Jackson, Mississippi. See the caption "LEGAL MATTERS" and "MISCELLANEOUS" in this Official Statement.

**Risks to the Owners of the Series 2013 Bonds**

There are certain risks involved in the ownership of the Series 2013 Bonds which should be considered by prospective purchasers thereof. The ability of the Bank to pay principal of, redemption premium, if any, and interest on the Series 2013 Bonds depends primarily upon the receipt by the Bank of note payments (the "Note Payments") from the City, which the City is obligated under the Loan Agreement and the Series 2013 Note to make to the Bank, together with investment earnings on certain amounts in the Funds and Accounts defined in and established under the Indenture. There can be no representation or assurance that the City will realize sufficient rates, charges, or other revenues to make the required Note Payments. See the caption, "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS." Failure of the Bank and/or the City to comply with certain tax covenants may

also adversely affect the exempt status of the interest on all of the Series 2013 Bonds. See the caption "RISKS TO THE OWNERS OF THE SERIES 2013 BONDS" in this Official Statement.

**Other Information**

This Official Statement speaks only as of its date, and certain information contained herein is subject to change.

Copies of other documents and information are available, upon request, and upon payment to the Bank of a charge for copying, mailing, and handling, from William T. Barry, Executive Director, Mississippi Development Bank, 735 Riverside Drive, Suite 300, Jackson, Mississippi 39202, telephone (601) 355-6232.

No dealer, broker, salesman or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, and there shall not be any sale of the Series 2013 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the Bank and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Bank since the date hereof.

**Format of Official Statement**

There follows in this Official Statement a description of the security and sources of payment for the Series 2013 Bonds, the purposes and operation of the Bank's program to be financed out of the proceeds of the Series 2013 Bonds, the Bank, and summaries of certain provisions of the Series 2013 Bonds, the Indenture, the Loan Agreement, and certain provisions of the Act. All discussions of the Act, the Indenture and the Loan Agreement are qualified in their entirety by reference to the Act, copies of which are available from the Bank. All discussions of the Series 2013 Bonds are qualified in their entirety by reference to the definitive form and the information with respect to the Series 2013 Bonds contained in the Indenture. Certain information relating to the City, as defined herein, is set forth in "APPENDIX A - INFORMATION ON THE CITY," certain information relating to the System is included as "APPENDIX B - INFORMATION ON THE SYSTEM," the proposed form of opinion of Bond Counsel with respect to the Series 2013 Bonds is set forth in "APPENDIX C - FORM OF BOND COUNSEL OPINION," the form of the continuing disclosure agreement of the Bank and City is set forth in "APPENDIX D - FORM OF CONTINUING DISCLOSURE AGREEMENT," and the audited financial statements of the City are set forth in "APPENDIX E - CITY OF HATTIESBURG, MISSISSIPPI AUDITED FINANCIAL STATEMENTS FOR THE YEAR ENDED SEPTEMBER 30, 20__ AND BUDGET FOR FISCAL YEAR ENDING SEPTEMBER 30, 2014" and the form of the Bond Insurance Policy is set forth in "APPENDIX F - SPECIMEN MUNICIPAL BOND INSURANCE POLICY." Each of the APPENDICES to this Official Statement is an integral part of this Official Statement and should be read in its entirety by any and all owners or prospective owners of the Series 2013 Bonds.

## SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS

**General**

The Series 2013 Bonds are payable only out of, and are secured by the pledge of, the Trust Estate. The Indenture creates a continuing pledge of and lien upon the Trust Estate to secure the full and final payment of the principal of, premium, if any, and interest on all of the Series 2013 Bonds. The Series 2013 Bonds do not constitute a debt, liability or loan of the credit of the State or any political subdivision thereof under the constitution of the State or a pledge of the faith, credit and taxing power of the State or any political subdivision thereof. The Bank has no taxing power. The sources of payment of, and security for, the Series 2013 Bonds are more fully described below.

Under the Indenture, the Series 2013 Bonds are secured by the assignment to the Trustee of the Series 2013 Note and all Note Payments, as described herein. In addition, the Indenture pledges to the payment of the Series 2013 Bonds, all proceeds of the Trust Estate, including without limitation all cash and securities held in the Funds and Accounts created by the Indenture, except for the Rebate Fund, together with investment earnings thereon and proceeds thereof (except to the extent transferred to the Rebate Fund or from such Funds and Accounts under the Indenture), and all other funds, accounts and moneys hereinafter to be pledged by the Bank to the Trustee as security under the Indenture, to the extent of any such pledge.

**The Loan Agreement and the Series 2013 Note**

From the proceeds of the Series 2013 Bonds, the Bank intends to loan funds to the City under the Loan Agreement to be secured by the Series 2013 Note. The Bank will assign to the Trustee under the Indenture the proceeds of the Loan Agreement and will assign the Series 2013 Note and the Note Payments of the City to the Trustee, all as described in "THE LOAN AGREEMENT AND SERIES 2013 NOTE" herein.

**Provisions for Payment of the Note Payments**

The Series 2013 Note will be an obligation of the City payable solely from the moneys, rights and interests pledged under the Loan Agreement as set forth in the immediately succeeding paragraph. **The Series 2013 Note will never constitute a general obligation of the City or, within the meaning of any constitutional or statutory limitation, a debt, liability, or obligation of the State or any political subdivision of the State other than the City, and neither the full faith and credit nor taxing power of the State or any political subdivision thereof is pledged to the payment of such principal, premium, if any, and interest. The City has not pledged the levy of any taxes for the repayment of the Series 2013 Note.** The Series 2013 Note initially issued under the Loan Agreement shall be issued for the purposes of providing funds to finance the Series 2013 Project.

Pursuant to the terms of the Loan Agreement, the City has pledged for the payment of principal of and interest on the Series 2013 Note and other amounts due under the Loan Agreement the Net Revenues, as hereinafter defined, of the System subject to the parity lien of the 2006 Note and the 2012 Note, as hereinafter defined. The Series 2013 Note is being issued on a parity with the City's outstanding (a) Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated June 28, 2006, issued in the original principal amount of $17,000,000 (the "2006 Note") funded from a portion of the proceeds of the Bank's Special Obligation Bonds, Series 2006 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated June 28, 2006 (the "2006 Bonds") issued under the provisions of the Indenture of Trust, dated June 28, 2006, between the Bank and Hancock Bank, Jackson, Mississippi (the "2006 Trustee") (the "2006 Indenture"), which 2006 Bonds are secured by the 2006 Note and the loan agreement, by and between the City and the Bank, dated June 28, 2006 (the "2006 Loan Agreement"); and (b) Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated March 29, 2012, issued in the original principal amount of $12,500,000 (the "2012 Note") funded from a portion of

the proceeds of the Bank's Special Obligation Series 2012 Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "2012 Bonds") issued under the provisions of the Indenture of Trust, dated March 29, 2012, between the Bank and Hancock Bank, Jackson, Mississippi (the "2012 Trustee") (the "2012 Indenture"), which 2012 Bonds are secured by the 2012 Note and the loan agreement, by and between the City and the Bank, dated March 29, 2012 (the "2012 Loan Agreement"). The City has covenanted in the Loan Agreement to make, impose, charge and collect service rates, charges and other fees in sufficient amounts to provide for the payment of principal of and interest on the Series 2013 Note, the 2006 Note, the 2012 Note, the 2006 Loan Agreement, the 2012 Loan Agreement and other amounts due under the Loan Agreement and the costs of operation and maintenance of the System.

The execution and delivery of the Loan Agreement and the Series 2013 Note shall be authorized by a resolution of the City adopted pursuant to the Act. The Series 2013 Note shall be titled "$_____ Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project)."

**Debt Service Reserve Fund and Reserve Fund Credit Facility**

The Act authorizes and the Indenture requires the Bank to establish and maintain the Debt Service Reserve Fund in which there is to be deposited or transferred:

(a) All proceeds of the Series 2013 Bonds required to be deposited in the Debt Service Reserve Fund by the terms of the Indenture or any supplemental indenture or resolution of the Bank with respect to the proceeds of the Series 2013 Bonds, established under the Indenture in the amount of the Debt Service Reserve Requirement which is the lesser of the (i) of the maximum amount of principal and interest becoming due in the current or any future bond year (meaning each 1 year period (or such shorter period as hereinafter described) beginning on ___ 2 of one year and ending on _____ 1 of the following year – except, however, the first bond year shall be from the issue date of the Series 2013 Bonds until ___ 1, 2014) on all Series 2013 Bonds then outstanding; (ii) 125% of average annual debt service on the Series 2013 Bonds; and (iii) 10% of the stated principal amount of the Series 2013 Bonds, or if such issue of Series 2013 Bonds has more than a de minimis amount (as defined in Section 1.148-1(b) of the Treasury Regulations) of original issue discount or premium, ten percent (10%) of the issue price (as defined in Section 1.148-1(b) of the Treasury Regulations), which Debt Service Reserve Requirement may be funded with cash or a Reserve Fund Credit Facility, as defined in the Indenture;

(b) All money required to be transferred to the Debt Service Reserve Fund from another Fund or Account under the Indenture;

(c) All money paid by the City for deposit to the Debt Service Reserve Fund as provided in the Loan Agreement; and

(d) Any other available money or funds that the Bank may decide to deposit in the Debt Service Reserve Fund.

Except as provided by the Indenture, moneys in the Debt Service Reserve Fund will be held and applied to the payment of the principal of and interest on the Series 2013 Bonds in cases where sufficient funds are not available in other Funds and Accounts for such payments.

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

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

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

(c) The Trustee, the Bank and the City shall receive an opinion of nationally recognized counsel, in form and substance satisfactory to each of them, to the effect that substitution of such Reserve Fund Credit Facility and the proposed application to the amounts in the Debt Service Reserve Fund will not cause the interest on the Series 2013 Bonds to become includable in gross income of the holders thereof for federal income taxation purposes; and

(d) The obligation of the City to reimburse the issuer of the Reserve Fund Credit Facility for any fees or expenses or claims or drawings under such Reserve Fund Credit Facility shall be subordinate to the payment of debt service on the Series 2013 Note under Indenture; and

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

(f) The value of the assets (including the amount available for drawing under the Reserve Fund Credit Facility) held in the Debt Service Reserve Fund must equal the Debt Service Reserve Requirement for the Series 2013 Bonds immediately upon such substitution; and

(g) The approval of Moody's; and

(h) The approval of Bond Insurer.

If there shall be an insufficiency of funds in the General Account of the General Fund to make any required payment of principal of or interest on the Series 2013 Bonds and the Trustee is holding a Reserve Fund Credit Facility in lieu of funds in the Debt Service Reserve Fund, the Trustee shall make a drawing under the Reserve Fund Credit Facility in an amount equal to the lesser of (a) the amount then available for drawing under the Reserve Fund Credit Facility, or (b) the amount necessary to make up the insufficiency described above; which drawing shall be made in time to prevent the occurrence of an Event of Default under the Indenture; and the proceeds of such drawing shall be deposited into the Debt Service Reserve Fund for application as provided in the Indenture; provided, however, if the Debt Service Reserve Fund contains both a Reserve Fund Credit Facility and cash, the cash shall be drawn down completely before any demand is made on the Reserve Fund Credit Facility.

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

If the Trustee receives notice that (a) the revolving reinstatement feature described above has been suspended or terminated, (b) the rating of the issuer of the Reserve Fund Credit Facility has fallen below "___" by Moody's, (c) the issuer of the Reserve Fund Credit Facility has defaulted in its payment obligations thereunder, or (d) the Reserve Fund Credit Facility will not be extended or renewed, the Trustee shall immediately notify the City and the Bond Insurer in writing, of the occurrence of such event and shall request that the City make or cause to be made the payments required to replenish the Debt Service Reserve Fund pursuant to the Indenture and the Loan Agreement, which payments may be made from the proceeds of a drawing under the Reserve Fund Credit Facility.

Reserve Fund Credit Facility means an irrevocable and unconditional letter of credit, insurance policy or surety bond the terms of which have been approved by the City and the Bank, issued by a bank or other financial institution, which is acceptable to the City and the Bank, having a long-term credit rating of "__" or better as determined by Moody's, which credit facility names the Trustee as the beneficiary thereunder; provided, that any such credit facility must (a) be renewable or extendable on an annual basis; (b) have an initial term of not less than three (3) years; (c) provide that the bank or other financial institution providing such credit facility must notify the Trustee and the City, no less than thirty (30) days in advance of the expiration of the credit facility, of its intention not to renew or extend such credit facility; (d) permit the Trustee to make a drawing thereunder to fund the Debt Service Reserve Fund no later than five (5) Business Days prior to the earlier of (i) the expiration date of such credit facility or (ii) the date the proceeds of such drawing will be needed to fund the Debt Service Reserve Fund.

Initially, the Debt Service Reserve Fund will be funded with the Reserve Policy issued by the Bond Insurer which shall meet the requirements of the Reserve Fund Credit Facility.

**Special Reserve Fund**

The Indenture provides for the creation of the Special Reserve Fund. The Trustee shall deposit in the Special Reserve Fund all moneys required to be deposited therein pursuant to the Indenture and such other moneys as directed by the Bank, shall invest such funds pursuant to the terms of the Indenture and shall disburse the funds held in the Special Reserve Fund as follows in the following order of priority: (a) on the second ($2^{nd}$) Business Day prior to each Interest Payment Date, to the General Account of the General Fund an amount sufficient to make the payments of principal and interest required to be made on such date after taking into account available funds on deposit in the General Account of the General Fund; and (b) to the Debt Service Reserve Fund sufficient amounts to assure that there is on deposit therein the Debt Service Reserve Requirement for the Series 2013 Bonds.

## RISKS TO THE OWNERS OF THE SERIES 2013 BONDS

**General**

The Series 2013 Bonds will be payable solely from the payments to be made by the Bank under the Indenture. Pursuant to the Indenture, such payments are limited to payments due from the City under

the Loan Agreement and the Series 2013 Note. Purchasers of the Series 2013 Bonds are advised of certain risk factors with respect to the Series 2013 Bonds.

In addition, purchasers of the Series 2013 Bonds are advised of certain additional information in connection with the System as set forth in "APPENDIX B - INFORMATION ON THE SYSTEM." Such information is relative to the ability of the City to make payments under the Loan Agreement and the Series 2013 Note sufficient to provide debt service on the Series 2013 Bonds.

**Note Payments**

The ability of the Bank to pay principal of, redemption premium, if any, and interest on the Series 2013 Bonds depends primarily upon the receipt by the Bank of the Note Payments from the City which the City is obligated under the Loan Agreement to make to the Bank, together with earnings on the amounts in the Funds and Accounts, sufficient to make such payments. Except for the Debt Service Reserve Fund, there is no Fund which is required to contain amounts to make up for any deficiencies in the event of one or more defaults by the City in making such Note Payments, and there is no source from which the General Fund will be replenished except the Note Payments and investment income on moneys in the Funds and Accounts. While the City covenants to fix rates and charges of the System sufficient to pay all obligations, there can be no representation or assurance that the City will realize sufficient Net Revenues from the System to meet financial projections. Financial projections for a period of 2013 to 20__ regarding the System are contained in "APPENDIX B - INFORMATION ON THE SYSTEM." The realization of sufficient Net Revenues can be subject to, among other things, future economic and demographic conditions, and other conditions which are variable and not certain of prediction. For a description of the City, see "APPENDIX A - INFORMATION ON THE CITY." For a description of procedures for providing for the payment of the Series 2013 Note, see the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS - Provisions for Payment of the Series 2013 Note." For a description of revenue projections for the System, see "APPENDIX B - INFORMATION ON THE SYSTEM."

**Tax Covenants**

The Bank has covenanted under the Indenture to use its best efforts to comply with all actions required to assure the continuing excludability of interest on the Series 2013 Bonds from gross income of the holders thereof for federal income tax purposes. Failure by the Bank to comply with such covenants could cause the interest on the Series 2013 Bonds to be includable in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2013 Bonds. In the Loan Agreement, the City has made certain covenants regarding the preservation of the tax-exempt status of the interest on the Series 2013 Bonds. The interest on the Series 2013 Bonds could become includable in gross income for federal income tax purposes in the event that the City fails to comply with certain of such covenants, including without limitation the covenant to rebate or cause to be rebated, if necessary, to the United States government all arbitrage earnings with respect to the Series 2013 Bonds under certain circumstances and the covenant to take all actions and to refrain from such actions as may be necessary to prevent the Series 2013 Bonds from being deemed to be "private activity bonds" under the Code. Such an event could adversely affect the exempt status of the interest on all of the Series 2013 Bonds retroactive to the date of issuance. See the caption "TAX MATTERS."

**Rating**

There is no assurance that the rating assigned to the Series 2013 Bonds at the time of issuance (see "RATING" herein) will not be lowered or withdrawn at any time, the effect of which could adversely affect the market price for and marketability of the Series 2013 Bonds. If and when a Bondholder elects

to sell a Series 2013 Bond prior to maturity, there is no assurance that a market will have been established, maintained and in existence for the purchase and sale of the Series 2013 Bonds, and there is no assurance as to the purchase price which a buyer would be willing to pay.

**Remedies; Litigation; Bankruptcy**

The remedies available to the Trustee, to the Bank or to the owners of the Series 2013 Bonds upon an Event of Default under the Indenture or under the terms of the Loan Agreement and the Series 2013 Note are in many respects dependent upon judicial actions which are often subject to discretion and delay.

In the event the City were to become a debtor under the Bankruptcy Code, payments under the Loan Agreement and the Series 2013 Note may be stayed or under certain circumstances may be subject to avoidance or disgorgement and the interest of the Trustee in such payments may not extend to payments required after the commencement of such bankruptcy case or within 90 days prior thereto. Under existing constitutional and statutory law and judicial decisions, including 11 U.S.C. Section 100 et seq. as amended and supplemented from time to time (the "United States Bankruptcy Code"), the remedies provided in the Indenture and under the Loan Agreement and the Series 2013 Note may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2013 Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally (regardless of whether such enforceability is considered in a proceeding in equity or at law), by general principles of equity (regardless of whether such proceeding is considered in a proceeding in equity or at law) and by the valid exercise of the constitutional powers of the State and the United States of America.

Furthermore, if a bankruptcy court concludes that the Trustee has "adequate protection," it may enter orders affecting the security of the Trustee, including orders providing for the substitution, subordination and sale of the security of the Trustee. In addition, a reorganization plan may be adopted even though it has not been accepted by the Trustee if the Trustee is provided with the benefit of its original lien or the "indubitable equivalent." Thus, in the event of the bankruptcy of the City, the amount realized by the Trustee may depend on the bankruptcy court's interpretation of "indubitable equivalent" and "adequate protection" under the then existing circumstances. The bankruptcy court may also have the power to invalidate certain provisions of the Loan Agreement, the Series 2013 Note or related documents that make bankruptcy and related proceedings by the City an Event of Default thereunder. All of these events would adversely affect the payment of debt service on the Series 2013 Bonds.

**Limitation on Enforceability of Security Interests**

The pledge of the Net Revenues granted by the City pursuant to the Loan Agreement may be limited by a number of factors, including the ability to collect revenues of the System from the customers thereof. In the event of any default by the City under the Loan Agreement, the Trustee may not be able to require System customers to make payments directly to the Trustee. Under current law, such a pledge and assignment as attempted to be effected by the Loan Agreement may be further limited by the following: (a) statutory liens; (b) rights arising in favor of the United States of America or any agency thereof; (c) prohibitions against assignment set forth in federal statutes; (d) constructive trusts, equitable liens or other rights which might be impressed or conferred by any state or federal court in the exercise of equitable jurisdiction; (e) federal bankruptcy laws affecting Net Revenues earned by the City within 90 days preceding and after any effectual institution of bankruptcy, liquidation or reorganization proceedings by or against the City; (f) rights of third parties in revenues converted to cash and not in the possession of the Trustee; and (g) those sales, liens and/or pledges made by the City as permitted under the Loan

Agreement. If an Event of Default does occur, it is uncertain that the Trustee could successfully obtain an adequate remedy at law or in equity.

**Possible Claims of Third-Party Creditors**

On February 2, 1990, the United States District Court for the District of Columbia held in *Martens v. Hadley Memorial Hospital*, 729 F. Supp. 1391 (D.D.C. 1990), that a judgment creditor of a beneficiary of the proceeds of tax exempt revenue bonds could satisfy its judgment from moneys held by a trustee in a debt service reserve fund pledged to secure the revenue bonds. The Court held that absent a default under the loan agreement pursuant to which the revenue bond proceeds were loaned to the borrower and the acceleration of the obligations under the loan agreement, the Trustee bank holding the debt service reserve fund could not prevent the judgment creditor from attaching the debt service reserve fund to satisfy the judgment. If the principles of the *Martens* case were applied by a court having jurisdiction over the Bank, there is risk that judgment creditors of the Bank could attach the funds securing the Series 2013 Bonds, including in particular, the Debt Service Reserve Fund.

## DESCRIPTION OF THE SERIES 2013 BONDS

**General Description**

The Series 2013 Bonds are issuable under the Indenture as fully registered bonds in the denomination of $5,000 or any integral multiple thereof. When issued, the Series 2013 Bonds will be registered in the name of and held by Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interests from DTC in the Series 2013 Bonds will be made in book-entry-only form (without certificates) in the denomination of $5,000 or any integral multiple thereof (see the heading, "Book-Entry-Only System" under this caption).

The Series 2013 Bonds will mature in the amounts and on the dates, and bear interest at the rates per annum, set forth on the inside of the front cover page of this Official Statement. Interest on the Series 2013 Bonds will be payable semiannually on each _____ 1 and _____ 1 of each year, commencing _____ 1, 20__. Interest will be calculated on the basis of a 360-day year consisting of twelve thirty-day months.

Each Series 2013 Bond will be dated the date of delivery thereof. If any Series 2013 Bond is authenticated on or prior to _____ 1, 20__, it will bear interest from its date of delivery. Each Series 2013 Bond authenticated after _____ 1, 20__, will bear interest from the most recent date on which interest was payable and has been paid on or prior to the date of authentication of such Series 2013 Bond, unless such Series 2013 Bond is authenticated after the fifteenth day of the month preceding an Interest Payment Date (the "Record Date") and on or prior to the next following Interest Payment Date, in which case such Series 2013 Bond will bear interest from such following Interest Payment Date.

The principal of the Series 2013 Bonds will be payable upon maturity or redemption at the principal corporate trust office of the Trustee in Jackson, Mississippi, upon presentation of the Series 2013 Bonds to be paid, and interest on the Series 2013 Bonds will be paid by check of the Trustee dated the due date and mailed or delivered on or before the Business Day prior to each Interest Payment Date to the registered owners of record as of the close of business on the most recent Record Date or, at the written election of the registered owner of $1,000,000 or more in aggregate principal amount of Series 2013 Bonds delivered to the Trustee at least one Business Day prior to the Record Date for which such election will be effective, by wire transfer to the registered owner or by deposit into the account of the registered owner if such account is maintained by the Trustee.

So long as DTC or its nominee is the registered owner of the Series 2013 Bonds, payments of the principal of, redemption premium, if any, and interest on the Series 2013 Bonds will be made directly by the Trustee by wire transfer of funds to Cede & Co., as nominee for DTC. Disbursement of such payments to the participants of DTC (the "DTC Participants") will be the sole responsibility of DTC, and the ultimate disbursement of such payments to the Beneficial Owners, as defined herein, of the Series 2013 Bonds will be the responsibility of the DTC Participants and the Indirect Participants, as defined herein. See the heading, "Book-Entry-Only System" under this caption.

**Book-Entry-Only System**

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Series 2013 Bonds. The Series 2013 Bonds 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 Series 2013 Bond certificate will be issued for the Series 2013 Bonds 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 the New York Banking Law, a "banking organization" within the meaning of the 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 Standard & Poor'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 Series 2013 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2013 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2013 Bond ("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 Series 2013 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2013 Bonds, except in the event that use of the book-entry system for the Series 2013 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2013 Bonds 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 Series 2013 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2013 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2013 Bonds 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 Series 2013 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2013 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2013 Bond documents. For example, Beneficial Owners of Series 2013 Bonds may wish to ascertain that the nominee holding the Series 2013 Bonds 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 shall be sent to DTC. If less than all of the Series 2013 Bonds 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 Series 2013 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Bank 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 Series 2013 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, principal payments, and interest payments on the Series 2013 Bonds 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 Bank or Trustee, 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, the Trustee or the Bank, 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 Bank or the Trustee, 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 Participates.

DTC may discontinue providing its services as depository with respect to the Series 2013 Bonds at any time by giving reasonable notice to the Bank or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2013 Bond certificates are required to be printed and delivered.

The Bank may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Series 2013 Bond certificates will be printed and delivered to DTC.

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

So long as Cede & Co. is the registered holder of the Series 2013 Bonds as nominee of DTC, references herein to the Holders, holders, or Registered Owners of the Series 2013 Bonds mean Cede & Co. and not the Beneficial Owners of the Series 2013 Bonds.

**THE BANK, THE TRUSTEE, THE CITY 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 SERIES 2013 BONDS (I) PAYMENTS OF PRINCIPAL OF OR INTEREST AND PREMIUM, IF ANY, ON THE SERIES 2013 BONDS; (II) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN SERIES 2013 BONDS; OR (III) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNERS OF THE SERIES 2013 BONDS, 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 BANK, THE CITY, THE TRUSTEE NOR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO SUCH DTC PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (1) THE SERIES 2013 BONDS; (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 SERIES 2013 BONDS; (4) THE DELIVERY BY ANY DTC PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE INDENTURE TO BE GIVEN TO BONDHOLDERS; (5) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE SERIES 2013 BONDS; OR (6) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.**

**Redemption**

Redemption Generally. If the City directs the Bank to redeem the Series 2013 Bonds in accordance with the Loan Agreement, the Bank has agreed under the Indenture to accept redemption and to redeem the Series 2013 Bonds in accordance with the Indenture.

Optional Redemption. The Series 2013 Bonds (or any portions thereof in integral multiples of $5,000 each) which mature on or after _____ 1, 20__, are subject to optional redemption prior to their stated dates of maturity in whole or in part, in principal amounts and maturities selected by the Bank on any date on or after _____ 1, 20__, at par plus accrued interest to the date of redemption.

Extraordinary Mandatory Redemption. The Series 2013 Bonds are also subject to extraordinary mandatory redemption prior to their stated dates of maturity in whole or in part, at any time, in inverse order of maturity, at a Redemption Price equal to the principal amount thereof plus accrued interest to the redemption date, from and to the extent that moneys are transferred from the Loan Account to the

Redemption Account created in the Indenture, funds are transferred from the Series 2013 Project Fund to the Redemption Account upon completion of the Construction Project and payment of all Costs of the Construction Project, as provided in the Loan Agreement, or otherwise deposited in the Redemption Account from proceeds received upon the prepayment prior to maturity of the Series 2013 Note upon a default under the Series 2013 Note and acceleration thereof.

The Bank intends to expend fully and expeditiously all amounts in the Loan Account promptly after the date of delivery of the Series 2013 Bonds for providing funds for the Loan to the City under the Loan Agreement secured by the Series 2013 Note. However, in the event and to the extent that funds deposited in the Loan Account from the proceeds of the Series 2013 Bonds are not used for such Loan, and the Bank determines not to provide such funds for the Loan to the City, moneys may be deposited in the Redemption Account and used for extraordinary mandatory redemption at any time. In the event that less than all of the Series 2013 Bonds are to be redeemed under the provisions for extraordinary mandatory redemption in the Indenture, the principal amount and the maturity of the Series 2013 Bonds to be redeemed will be selected in integral multiples of $5,000 by lot by the Trustee.

Notice of Redemption. Notice of the call for any redemption, identifying the Series 2013 Bonds (or any portions thereof in integral multiples of $5,000 each) to be redeemed, will be given by the Trustee at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for redemption by mailing a copy of the redemption notice by registered or certified mail to the registered owner of each Series 2013 Bond to be redeemed at the address shown on the registration records and to the Original Purchaser of the Series 2013 Bonds. Failure to mail such notice to any particular owner of Series 2013 Bonds, or any defect in the notice mailed to any such owner of Series 2013 Bonds, will not affect the validity of the call for the redemption of any other Series 2013 Bonds.

Redemption Payments. Prior to the date fixed for redemption, there must be on deposit with the Trustee sufficient funds to pay the redemption price of the Series 2013 Bonds called, together with accrued interest on the Series 2013 Bonds to the redemption date. After the redemption date, if proper notice of redemption by mailing has been given and sufficient funds have been deposited with the Trustee, interest will cease to accrue on the Series 2013 Bonds that have been called.

## APPLICATION OF THE PROCEEDS OF THE SERIES 2013 BONDS

The proceeds of sale of the Series 2013 Bonds which is equal to $_____ will be applied as follows:

### SOURCES OF FUNDS

Series 2013 Bonds Proceeds ..... $
Net Original Issue Premium

Total Sources of Funds ..... $

### USES OF FUNDS

For deposit in the Bond Issuance Expense Account of the
General Fund for payment of a portion of the

costs of issuing the Series 2013 Bonds and Series 2013 Note ..... $[1]

For deposit in the Loan Account of the
General Fund for the Loan to the
City to fund the Series 2013 Project Fund to be
Held by the Trustee under the Loan Agreement
In the amount of $_____+_ and to fund a portion of the Refunding
Project in the amount of $_____
Original Purchaser's Discount

Total Uses of Funds ..... $

## THE MISSISSIPPI DEVELOPMENT BANK

### General

The Bank was created in 1986 and is organized and existing under and by virtue of the Act as a separate body corporate and politic for the public purposes set forth in the Act. The Bank is not an agency of the State, is separate from the State in its corporate and sovereign capacity and has no taxing power.

The Bank is granted under the Act the power to borrow money and issue its bonds in such principal amounts as it shall deem necessary to provide funds to accomplish a public purpose or purposes of the State provided for under the Act, including the making of loans to local governmental units, such as the City, by entering into a loan agreement with local governmental units secured by notes.

### Organization and Membership of the Bank

The Bank is governed by a nine (9) member Board of Directors. The members of the Board of Directors are elected by the members of the Mississippi Business Finance Corporation (the "MBFC") at the time and place fixed by the MBFC's by-laws. Appointments are for terms of one year. The members of the Board of Directors are as follows:

| Name | Occupation | Term |
|---|---|---|
| Larry Benefield | Maintenance Director – Harrison County<br>Gulfport, Mississippi | 07/10/11 – 06/30/12 |
| Mack Brewer | Retired Finance Manager<br>McComb, Mississippi | 07/01/11 – 06/30/12 |
| N.L. Carson | Business Owner<br>Carthage, Mississippi | 07/01/11 – 06/30/12 |
| Richard Devoe | Certified Public Accountant<br>Oxford, Mississippi | 07/01/11 – 06/30/12 |
| William L. Freeman,<br>Vice President | Adjutant General, State of Mississippi<br>Jackson, Mississippi | 07/01/11 – 06/30/12 |
| Gary Harkins | Businessman<br>Brandon, Mississippi | 07/01/11 – 06/30/12 |

[1] Costs of Issuance include, but are not limited to, legal fees and expenses, rating agency fees, Underwriter's discount and the premiums for the Bond Insurance Policy and the Reserve Policy. Except for the Underwriter's discount and the Bond Insurance Policy and Reserve Policy premiums, the monies used for Costs of Issuance will be deposited in the Bond Issuance Expense Account of the General Fund.

| | | |
|---|---|---|
| Joel Horton | Banker<br>Vicksburg, Mississippi | 07/01/11 – 06/30/12 |
| Harold Lewis | Businessman<br>Philadelphia, Mississippi | 07/01/11 – 06/30/12 |
| William D. Sones,<br>President | Bank President & CEO<br>Brookhaven, Mississippi | 07/01/11 – 06/30/12 |

The operations of the Bank are administered by William T. Barry, Executive Director. Mr. Barry is a 1972 graduate of the University of Mississippi with a degree in Business.

**Prior Bonds of Bank**

The purpose of the Bank is to foster and promote, in accordance with the Bank Act, the borrowing of funds for public purposes by local governmental units. Under the Program, the Bank has previously issued bonds totaling in principal approximately $6,214,772,402.00. Of such amount, approximately $3,110,756,362.77 was outstanding as of May 1, 2013. For approximately $892,800,000, in principal amount of bonds of the Bank outstanding, the State's Legislature may determine to appropriate funds to the extent of any deficiency in a reserve fund established for such outstanding Bank bonds.

The Bank is presently considering the issuance under the Act of additional special obligation bonds for other purposes authorized under the Act.

The faith, credit and taxing power of the State and the Bank are not pledged to the payment of the principal of, premium, if any, and interest on any of the bonds issued or planned for issuance by the Bank and all such bonds are not a debt, liability, loan of the credit or pledge of the faith and credit of the State or the Bank.

**Operation of the Bank**

The purpose of the Bank is to address the financing needs of a broad array of local governmental units (as defined in the Act) in accordance with the provisions of Act. The Bank has determined to provide the Loan to the City under the Loan Agreement secured by the Series 2013 Note out of the proceeds of the Series 2013 Bonds. Upon the approval of the sale of the Series 2013 Bonds to the Original Purchaser, the City will be obligated to borrow funds from the Bank in accordance with the requirements of the Act and subject to the Loan Agreement for the Series 2013 Note.

The Act provides that the execution and delivery of the Loan Agreement and execution and delivery of the Series 2013 Note by the City, must be accompanied by all documentation required by the Board of Directors of the Bank, including an approving opinion of counsel to the City regarding the Loan Agreement and the Series 2013 Note. The Bank will be prepared to provide the funds for the Loan to the City promptly after the receipt of the proceeds of the Series 2013 Bonds by the Bank.

## REVENUES, FUNDS AND ACCOUNTS UNDER THE INDENTURE

**Creation of Funds and Accounts**

The Indenture establishes the following special Funds and Accounts to be held by the Trustee:

(a) General Fund - comprised of the following:

(i) General Account

(ii) Loan Account

(iii) Redemption Account

(iv) Bond Issuance Expense Account

(b) Debt Service Reserve Fund

(c) Special Reserve Fund

(d) Rebate Fund

**Deposit of Net Proceeds of the Series 2013 Bonds, Revenues and Other Receipts**

The Trustee will deposit the net proceeds from the sale of the Series 2013 Bonds as follows:

(a) To the Bond Issuance Expense Account of the General Fund, the amount of $_____ (excluding the premiums for the Municipal Bond Insurance Policy of $_____ to be paid directly to the Bond Insurer by the Original Purchaser on the date of delivery of the Series 2013 Bonds) to pay a portion of the costs of issuance of the Series 2013 Bonds and Series 2013 Note; and

(c) To the Loan Account of the General Fund, the sum of $_____ to be used to provide the funds for the Loan to the City. The City will direct the Trustee to pay a portion of the Loan Proceeds in the amount of $_____ to the 2013 Note Paying Agent, as hereinafter defined, which will provide sufficient funds to effectuate the Refunding Project including the current refunding of the Refunded Note, as hereinafter defined. The City will deposit the remaining balance of the Loan Proceeds in the amount of $_____ received from the Bank to the credit of the Series 2013 Project Fund created under the Loan Agreement and held by the Trustee to finance the Costs of the Construction Project.

The Trustee will deposit Revenues, as defined in the Indenture, and other receipts (except the proceeds of the Series 2013 Bonds, interest earnings on any amounts in the Rebate Fund and moneys received by the Bank from the sale or prepayment prior to maturity of the Series 2013 Note) into the General Account of the General Fund, and will deposit any moneys received from the sale or prepayment prior to maturity of the Series 2013 Note into the Redemption Account of the General Fund. Note Payments due under the Series 2013 Note are required to be remitted monthly to the Trustee for deposit in the General Account under the Indenture to provide sufficient funds by at least five (5) days prior to each Interest Payment Date to provide funds for the debt service payments on the Series 2013 Bonds. The Trustee will deposit the proceeds of any Refunding Bonds as provided in the supplemental indenture authorizing the issuance of such Refunding Bonds.

## OPERATION OF FUNDS AND ACCOUNTS UNDER THE INDENTURE

**General Fund**

General Account. The Trustee will disburse the amounts held in the General Account for the following purposes, and, in the event of insufficient funds to make all of such required disbursements, in the following order of priority:

(a) On or before 30 days after each anniversary of the issuance of the Series 2013 Bonds, the amounts to be transferred to the Rebate Fund.

(b) On or before three (3) Business Days prior to any Interest Payment Date, to the Trustee such amounts as may be necessary to pay the principal and interest coming due on the Series 2013 Bonds on such Interest Payment Date.

(c) As soon as funds become available, to the Debt Service Reserve Fund in sufficient amounts to meet the Debt Service Reserve Requirement.

(d) As necessary and in accordance with the Indenture, such amounts as may be necessary to pay any Program Expenses of the Bank.

(e) After making all required payments under subparagraphs (a) through (d) above, to the Special Reserve Fund, any amounts in excess of amounts needed to pay principal and interest on the Series 2013 Bonds within the following twelve months after taking into account currently available moneys in the General Account plus those amounts which the Trustee reasonably expects to receive; provided, however, any excess under this paragraph (e) shall be transferred to the City at the request of the City with the prior written consent of the Bank

Bond Issuance Expense Account. Upon receipt of invoices or requisitions acceptable to the Trustee, the Trustee will disburse the amounts held in the Bond Issuance Expense Account for the payment or reimbursement of the costs related to the authorization, sale and issuance of the Series 2013 Bonds and the costs related to the issuance and delivery of the Series 2013 Note, including, but not limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Trustee, legal fees and charges, professional consultants' fees, costs of credit ratings, fees and charges for execution, transportation and safekeeping of the Series 2013 Bonds and other related costs, charges and fees. On the date which is sixty (60) days after the date of issuance of the Series 2013 Bonds, any amounts remaining in the Bond Issuance Expense Account will be transferred to the General Account.

Loan Account. Upon submission of a duly authorized written certificate of an authorized officer of the Bank stating that all requirements for the Loan under the Act, the Indenture and the established policies of the Bank have been or will be met, the Trustee will disburse the amounts held in the Loan Account to the City as Loan Proceeds under the Loan Agreement. At the direction of the City, the Trustee, acting for and on behalf of the City, will remit a portion of the Loan proceeds to the 2013 Note Paying Agent, which will be sufficient for the current refunding of the Refunded Note.

Amounts remaining in the Loan Account after providing the Loan to the City shall be transferred to the Redemption Account for redemption of the Series 2013 Bonds (see the caption "THE SERIES 2013 BONDS - Redemption - Extraordinary Mandatory Redemption").

Redemption Account. The Trustee will deposit in the Redemption Account all moneys received upon the sale or prepayment prior to maturity of the Series 2013 Note, upon a default under the Series 2013 Note and acceleration thereof, surplus funds from the Series 2013 Project Fund pursuant to the Loan Agreement and all other moneys required to be deposited therein pursuant to the provisions of the Indenture. Moneys in the Redemption Account shall be used to redeem Series 2013 Bonds. Such

redemption shall be made pursuant to an extraordinary redemption under the provisions of Article IV of the Indenture. The Trustee shall pay the interest accrued on the Series 2013 Bonds so redeemed to the date of redemption from the General Account and the Redemption Price from the Redemption Account.

**Debt Service Reserve Fund**

Except for transfers to the General Account of the General Fund described below, the Trustee will disburse available funds held in the Debt Service Reserve Fund solely for the payment of principal and interest coming due on the Series 2013 Bonds, and only in the event and to the extent that moneys in the General Account and the Redemption Account, of the General Fund and from the Special Reserve Fund, are not sufficient to make such payments. In the event that moneys are withdrawn from the Debt Service Reserve Fund pursuant to the Indenture and the Loan Agreement the City is obligated to restore the Debt Service Reserve Fund to an amount equal to the Debt Service Reserve Requirement. Any obligation of the Bank to restore any deficiency in the Debt Service Reserve Fund to an amount equal to the Debt Service Reserve Requirement shall be a limited obligation of the Bank payable solely from Revenues as provided in the Indenture. Pursuant to the Indenture, failure by the Bank to restore the Debt Service Reserve Fund to an amount equal to its Debt Service Reserve Requirement within 360 days after the end of the Fiscal year during which a deficiency occurs is an Event of Default thereunder. See also the discussion of the Debt Service Reserve Fund under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS - Debt Service Reserve Fund."

Amounts in the Debt Service Reserve Fund in excess of the Debt Service Reserve Requirement will be transferred to the General Account of the General Fund; provided, however, such amounts in excess of the Debt Service Reserve Requirement shall be paid to the City upon receipt of the prior written approval of the Bank.

The City may, at any time, provide the Trustee with a Reserve Fund Credit Facility to be substituted for all or a portion of the amount of money and investments in the Debt Service Reserve Fund equal to the amount available for drawing under such Reserve Fund Credit Facility; provided that such right of substitution shall be subject to certain conditions. See the discussion of the Debt Service Reserve Fund under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS - Debt Service Reserve Fund" for a description of such conditions.

Initially, the Debt Service Reserve Fund will be funded with the Reserve Policy of the Bond Insurer.

**Special Reserve Fund**

The Trustee will disburse the funds held in the Special Reserve Fund as follows:

(i) On the second Business Day prior to an Interest Payment Date, if there are not sufficient moneys in the General Account to pay the interest or principal coming due on the Series 2013 Bonds, to the General Account to the extent of such deficiency.

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

**Rebate Fund**

Upon the direction of the Bank and in accordance with the memorandum of compliance or similar document regarding the expenditure and investment of the proceeds of the Series 2013 Bonds provided by the Bank under the Indenture (the "Memorandum of Compliance"), the Trustee will deposit amounts for the benefit of the Bank from the General Account of the General Fund into the Rebate Fund and will deposit into the Rebate Fund all income from investments in the Rebate Fund. In the event and to the extent that amounts in the Rebate Fund exceed the amounts required to be rebated to the United States of America, the Trustee will transfer such excess amounts to the General Account of the General Fund upon the direction of the Bank in accordance with the Memorandum of Compliance.

Not more than sixty (60) days after _____ 1, 2018, and at intervals of every five (5) years thereafter, upon the written request of the Bank, the Trustee will pay to the United States of America ninety percent (90%) of the amount required to be paid to the United States of America as of such payment date. Not later than sixty (60) days following the retirement of all of the Series 2013 Bonds, upon the written request of the Bank, the Trustee will pay to the United States of America 100% of the amount to be paid to the United States of America. Each payment to the United States of America will be accompanied by a statement of the Bank summarizing the determination of the amount of such payment, together with copies of any reports originally filed with the Internal Revenue Service with respect to the Series 2013 Bonds.

With respect to the Rebate Fund, the Bank may direct the Trustee to proceed other than as set forth in the Indenture and described above by delivering to the Trustee a new Memorandum of Compliance accompanied by an Opinion of Bond Counsel to the effect that compliance with such memorandum will not adversely affect the excludabililty from gross income for federal income tax purposes of the interest on the Series 2013 Bonds.

**Amounts Remaining in Funds or Accounts**

Any amounts remaining in any Fund or Account after full payment of all of the Series 2013 Bonds Outstanding under the Indenture, all required rebates to the United States of America and the fees, charges and expenses of the Trustee will be distributed to the City, except as provided in Section 3.08 of the Indenture which deals with nonpresentment of Series 2013 Bonds.

**Investment of Funds**

Any moneys held as part of any Fund or Account created under or pursuant to Article VI of the Indenture and the Rebate Fund shall be invested or reinvested by the Trustee as continuously as reasonably possible in such Investment Securities as may be directed by the Bank (such direction to be confirmed in writing). All such investments shall at all times be a part of the Fund or Account in which the moneys used to acquire such investments had been deposited and, except as provided in Article VI, all income and profits on such investments, other than from moneys on deposit in the Rebate Fund shall be deposited as received in the General Account of the General Fund; provided that investment income, if any, from assets held in the Debt Service Reserve Fund shall be retained in such Debt Service Reserve Fund to the extent of any deficiency in the Debt Service Reserve Requirement therein

The Bank (a) has certified in the Indenture to the owners of the Outstanding Series 2013 Bonds that moneys on deposit in any Fund or Account in connection with the Series 2013 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2013 Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Series 2013 Bonds to lose the excludability from gross income for federal income tax purposes and (b) has covenanted in the Indenture with the owners of the Outstanding Series 2013 Bonds that, so long as any of the Series 2013 Bonds remain Outstanding, moneys on deposit in any Fund or Account established in connection with the

Series 2013 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2013 Bonds or from any other source, will not be used in any manner which will cause the interest on the Series 2013 Bonds to become subject to federal income taxation.

## THE LOAN AGREEMENT AND THE SERIES 2013 NOTE

### General

The Bank shall loan the proceeds of the Series 2013 Bonds to the City pursuant to the terms and provisions of the Loan Agreement which the Bank will assign (except certain rights retained by the Bank) to the Trustee pursuant to the terms and provisions of the Indenture. To further secure the payment of the Series 2013 Bonds pursuant to the Loan Agreement, the City will execute and deliver the Series 2013 Note, which Series 2013 Note and the Note Payments the Bank has assigned or will assign to the Trustee.

To further secure the payment of the Series 2013 Bonds, the City will pledge the Net Revenues, as defined hereinafter, of the System.

### Application of Loan Proceeds

Simultaneously with the delivery of the Series 2013 Bonds by the Trustee, the Net Proceeds of the Series 2013 Bonds will be transferred by the Trustee, as the assignee for the Bank under the Loan Agreement and the Series 2013 Note, as follows:

> $\$_____$ to the Series 2013 Project Fund held by the Trustee under the Loan Agreement and disbursed pursuant to requisitions received from the City for the Costs of the Construction Project.

### Refunding of the Refunded Note

Upon receipt of the Net Proceeds of the Series 2013 Bonds, the Trustee, as the direction of the City, will pay a portion of the Net Proceeds directly to the 2013 Note Paying Agent, the amount noted in the previous section. Said payment shall constitute sufficient funds for the current refunding of all outstanding maturities of the 2013 Note, maturing in the years 20__ through 20__, both inclusive (the "Refunded Note"). The Loan proceeds deposited with the 2013 Note Paying Agent will be sufficient to pay the debt service on the Refunded Note on _____ 1, 20___.

### Plans and Specifications; Construction; the Construction Project

At or prior to delivery of the Series 2013 Bonds, but in all events prior to any disbursement of Loan Proceeds from the Series 2013 Project Fund, if requested, the City shall submit all Plans and Specifications, architect's agreements and construction contracts to the Trustee. The City shall construct and equip or cause to be constructed and equipped the Construction Project substantially in accordance with the Plans and Specifications. The City shall obtain all approvals requisite to the construction and installation of the Construction Project, and shall construct and install the Construction Project in compliance with all federal, State and local laws and regulations; provided however, no such law or laws and regulations shall discriminate against the City. Upon completion of the Construction Project, the City will furnish to the Trustee and the Bank, if requested, copies of all required permits and authorizations authorizing the occupancy and uses of the Construction Project for the purposes contemplated by the City. The City will take such action and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts, including the correction of any defective work. Any amounts recovered as damages, refunds, adjustments or otherwise in connection with the

foregoing (a) if the City has corrected, at its own expense, the matter which gave rise to such default or breach, shall be paid to the City or (b) if the City has not corrected, at its own expense, the matter which gave rise to such default or breach, shall be paid to the Trustee for deposit into the Series 2013 Project Fund unless recovered after delivery of the Completion Certificate, as hereinafter defined, and full disposition of the Series 2013 Project Fund in accordance with Section 3.5 of the Loan Agreement, in which case they shall be paid into the General Account under the Indenture.

**Completion of Construction**

The City shall construct and install the Construction Project with all reasonable dispatch and shall cause the Construction Project to be completed on or before the Completion Date.

**Payment for Construction Project**

Payments of Costs of the Construction Project by the City including Costs of the Construction Project expended or incurred as of the time of delivery of the Series 2013 Bonds, shall be made from time to time by the City pursuant to requisitions submitted to the Trustee, out of the Series 2013 Project Fund upon presentation to the City (with copies to be furnished to the Bank upon its request) of invoices or statements from a contractor, vendor or other payee or other document reasonably acceptable to the City.

Construction costs may have to be paid in advance of work or while work is in progress, but prior to acceptable completion. The City may at its discretion make payments for such construction cost based on its reliance upon the acceptable completion of such work.

Money in the Series 2013 Project Fund except as otherwise provided herein, shall be used solely by the Trustee for making disbursements pursuant to requisitions from the City for payment of the Costs of the Construction Project as provided in the Loan Agreement.

**Completion of Construction Project**

The completion of the Construction Project shall be evidenced to the Trustee (and the Bank upon its request) by a certificate of completion (the "Completion Certificate") signed by an Authorized City Representative to the effect that, except for amounts retained in the Series 2013 Project Fund for the payment of Costs of the Construction Project not then due and payable, which shall be retained by the City in the Series 2013 Project Fund held by the Trustee as provided in the Loan Agreement, the Construction Project has been constructed and installed and substantially completed as of a date stated in such Completion Certificate to the City's satisfaction and in substantial accordance with the Plans and Specifications, and is suitable and sufficient for its purposes.

The Completion Certificate shall specify the date as of which construction of the Construction Project was substantially completed. Notwithstanding the foregoing, the Completion Certificate shall state that it is given without prejudice to any rights the Bank or the City may have against third parties which may exist at the date of such Completion Certificate or which may subsequently come into being.

If additional payments out of the Series 2013 Project Fund are then required, such payments shall be delivered by the City in the form specified in Section 3.3(a) of the Loan Agreement.

Upon receipt of the items specified above and in Section 3.3 of the Loan Agreement, the City shall requisition the Trustee for payment to the City or any payee designated by the City, of the amount requested, including any amount withheld pursuant to Section 3.4 of the Loan Agreement.

**Disposition of Surplus Funds**

If any moneys remain in the Series 2013 Project Fund (excluding moneys earned on investments made pursuant to the Indenture) after the Completion Date and after payment of all costs then due and payable, such moneys (except for amounts retained in the Series 2013 Project Fund for payment of Costs of the Construction Project incurred but not then due and payable, which amounts shall, notwithstanding anything to the contrary contained in Section 3.4 of the Loan Agreement, be disbursed to, or on the order of, the City on the terms and conditions set forth in Section 3.3 of the Loan Agreement) shall be used to redeem a portion of the principal of the Series 2013 Bonds at par in the manner provided in the Indenture. Any portion of such moneys not so applied to the redemption of the Series 2013 Bonds shall be deposited in the General Account. Interest earned from investments and held in the Series 2013 Project Fund held by the Trustee under the Loan Agreement, are to be used by the City for the Construction Project and to the extent not needed for the Construction Project, will be used by the City to pay interest on Series 2013 Bonds accrued during and following the construction of the Construction Project until fully utilized, and not to redeem Series 2013 Bonds.

**Insufficient Loan Proceeds**

If the moneys in the Series 2013 Project Fund including interest earned thereon held in the Series 2013 Project Fund, are not sufficient to pay fully the complete Costs of the Construction Project, the City will nonetheless complete the Construction Project and will, at its sole expense, pay all such additional expenses as may be necessary to complete the Construction Project substantially in accordance with the Plans and Specifications and shall equip it for operation. The Bank does not make any warranty, either express or implied, that the moneys which will be paid into the Series 2013 Project Fund including interest earned thereon held in the Series 2013 Project Fund, and which, under the provisions of the Loan Agreement, will be available for payment of the Costs of the Construction Project, will be sufficient to pay all such costs. If after exhaustion of the moneys in the Series 2013 Project Fund, including interest earned thereon held in the Series 2013 Project Fund, the City pays any portion of the Costs of the Construction Project, it shall not be entitled to any reimbursement therefor from the Bank, the Trustee or the Bondholders, nor shall it be entitled to any diminution or postponement of the Basic Payments or Additional Charges payable under the Loan Agreement and the Series 2013 Note.

**The Loan**

The Bank agrees, upon the terms and conditions specified in the Loan Agreement, to lend to the City the Net Proceeds received by the Bank from the sale of the Series 2013 Bonds, by causing such Net Proceeds to be deposited with the Trustee for disposition as provided in the Loan Agreement and in the Indenture. The amount of the Loan shall also be deemed to include any "discount" or any other amount by which the aggregate price at which the Bank sells the Series 2013 Bonds to the Original Purchaser is less than the aggregate principal amount of the Series 2013 Bonds. The obligation of the Bank to make the Loan shall be deemed fully discharged upon so depositing the Net Proceeds of the Series 2013 Bonds with the Trustee as set forth in the Loan Agreement.

**Basic Payments Under the Loan Agreement**

Subject to the provisions for prepayment set forth in Section 9.2 of the Loan Agreement, the City agrees to pay the Loan as follows:

(a) The City shall pay to the Trustee for the account of the Bank an amount equal to the aggregate principal amount of the Series 2013 Bonds Outstanding and, as interest on its obligation to pay such amount, an amount equal to interest on the Series 2013 Bonds, such amounts to be paid on the first

day of each month commencing _____ 1, 20__ for interest payments and commencing _____ 1, 20___ for principal payments, as follows:

(i) an amount equal to one-sixth (1/6th) or such applicable fraction necessary to provide the interest due on the Outstanding Series 2013 Bonds on the next succeeding Interest Payment Date; and

(ii) an amount equal to one-twelfth (1/12th) or such applicable fraction necessary to provide the next installment of principal becoming due on the Series 2013 Bonds;

provided, however, that the obligation of the City to make any such payment hereunder shall be reduced by the amount of any reduction under the Indenture of the amount of the corresponding payment required to be made by the Bank thereunder; and

(b) The City shall pay to the Trustee for deposit in the General Account of the General Fund under the Indenture for any Outstanding Series 2013 Bonds the amounts required for the payment of the purchase or Redemption Price including accrued interest on Outstanding Series 2013 Bonds being redeemed or purchased for retirement, and in each such case, such amounts shall be applied by the Trustee to such payments.

The City shall remit to the Trustee for deposit into the General Account of the General Fund under the Indenture (i) monthly those amounts as set forth in the Loan Agreement due under the Series 2013 Note and required to provide sufficient funds for the payment of the principal of and the interest due on the Outstanding Series 2013 Bonds to be on deposit in the General Account of the General Fund at least five (5) days prior to any Interest Payment Date, and (ii) the amounts required for the payment of the purchase or Redemption Price including accrued interest on Outstanding Series 2013 Bonds being redeemed or purchased for retirement, and in each such case, such amounts shall be applied by the Trustee to such payments.

(c) On the first day of ___ and ____ of each year, commencing ____ 1, 20__, and ending on _____ 1, 20____, the City shall provide to the Trustee a certificate executed by an Authorized City Representative, advising that there are insufficient legally available Net Revenues of the System to make the payments due on the next Interest Payment Date; however, such certificate is not required if it is determined that there are sufficient legally available Net Revenues of the System to make the payment due on the next Interest Payment Date.

**Pledge of Net Revenues of the System**

The principal of and interest on the Series 2013 Note and other amounts due under the Loan Agreement shall be payable solely from the gross revenues of the System less operating and maintenance expenses of the System (the "Net Revenues"), subject to the parity lien of the 2006 Note and the 2012 Note. Such an amount of the Net Revenues of the System as will provide for the payments due under the Series 2013 Note, the 2006 Note, the 2012 Note, the 2006 Loan Agreement, the 2012 Loan Agreement and the Loan Agreement, as the same shall become due, is hereby irrevocably pledged to said purpose. The Series 2013 Note or the Loan Agreement does not constitute an indebtedness of the City within the meaning of any constitutional or statutory restriction, limitation or provision, and the taxing power of the City is not pledged to the payment of the obligations under the Loan Agreement or the Series 2013 Note, either as to principal or interest.

**Additional Charges**

The City agrees to pay as additional charges, when due, each and all of the following:

(a) all Issuance Expenses;

(b) upon demand of the Trustee, all fees of the Trustee for services rendered under the Indenture and all fees and charges of the paying agent, registrars, legal counsel, accountants, public agencies and others incurred in the performance of Trustee services required under the Indenture for which the Trustee and such other persons are entitled to payment or reimbursement; provided that after payment in full thereof the City may, without creating a default under the Loan Agreement, contest in good faith the necessity or reasonableness of any such services, fees or expenses other than the Trustee's fees for ordinary services as set forth in the Indenture, paying agency fees and any fees or charges of public agencies;

(c) the Administrative Expenses of the Bank and the Trustee, and all other reasonable expenses incurred by the Bank and Trustee in relation to the Series 2013 Project which are not otherwise required to be paid by the City under the terms of the Loan Agreement and all indemnity payments required to be made under Section 8.4 of the Loan Agreement;

(d) any and all out-of-pocket costs and expenses (including, without limitation, the reasonable fees and expenses of any counsel, accountants, appraisers or other professionals) incurred by Trustee or the Bank at any time, in connection with (i) the preparation, negotiation and execution of the Loan Agreement, the Indenture, the Series 2013 Note, and all other Bond Documents, any amendment of or modification of the Loan Agreement, the Indenture, the Series 2013 Note or the other Bond Documents (including in connection with any sale, transfer, or attempted sale or transfer of any interest in the Loan Agreement to a participant or assignee); (ii) any litigation, contest, dispute, suit, proceeding or action, whether instituted by Bank, the Trustee, the City or any other person in any way relating to the Series 2013 Project, the Series 2013 Note, the other Bond Documents, or the City's affairs; (iii) any attempt to enforce any rights of the Trustee or the Bank against the City or any other person which may be obligated to the Trustee and/or the Bank by virtue of the Loan Agreement, the Series 2013 Note, the other Bond Documents or any other Series 2013 Project documents; (iv) any action to protect, collect, sell, liquidate or otherwise dispose of the System, including the Construction Project; and (v) performing any of the obligations relating to or payment of any obligations of the City under the Loan Agreement in accordance with the terms of the Loan Agreement or any other Bond Document;

(e) if there is on deposit in the Debt Service Reserve Fund an amount less than the Debt Service Reserve Requirement as of any Interest Payment Date based on the Trustee's valuation under Section 6.08 of the Indenture, the City will pay directly to the Trustee an amount for deposit into the Debt Service Reserve Fund which, when added to the amount on deposit in the Debt Service Reserve Fund equals the Debt Service Reserve Requirement, such payment to be made within thirty (30) days after the applicable Interest Payment Date; and

(f) upon notice by the Trustee that any event described in Section 6.08 of the Indenture has occurred, the City will make or cause to be made the required payments to replenish the Debt Service Reserve Fund within five (5) days of such notice which payment may be made from proceeds of the drawing under a Reserve Fund Credit Facility.

**City's Obligations Unconditional**

The City will not suspend or discontinue any Basic Payments or Additional Charges, and will perform and observe all of its other agreements in the Loan Agreement, and, except as expressly permitted in Section 9.2 of the Loan Agreement (regarding the City's option of prepayment), will not

terminate the Loan Agreement for any cause, including but not limited to any acts or circumstances that may constitute failure of consideration, destruction or damage to the Construction Project, the taking of the Construction Project by condemnation or otherwise, the lawful prohibition of the City's use of the Construction Project, the interference with such use by any private person or corporation, the invalidity or unenforceability or lack of due authorization or other infirmity of the Loan Agreement or the Series 2013 Note, or lack of right, power or authority of the Bank to enter into the Loan Agreement, eviction by paramount title, commercial frustration of purpose, bankruptcy or insolvency of the Bank or the Trustee, change in the tax or other laws or administrative rulings or actions of the United States of America or of the State of Mississippi or any political subdivision thereof, or failure of the Bank to perform and observe any agreement, whether express or implied or any duty, liability or obligation arising out of or connected with the Loan Agreement or the Series 2013 Note, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the Basic Payments and other amounts payable by the City under the Loan Agreement shall be paid in full when due without any delay or diminution whatever.

**Assignment of Bank's Rights**

As security for the payment of the Series 2013 Bonds, the Bank will pledge the amounts payable under the Loan Agreement and under the Series 2013 Note and assign, without recourse or liability, to the Trustee, the Bank's rights under the Loan Agreement (except certain rights retained by the Bank) and the Series 2013 Note. The rights pledged and assigned by the Bank under the Loan Agreement will include the right to receive payments under the Loan Agreement (except the right to receive payments, if any, under Sections 4.4, 6.8, 8.4, 10.5, 11.8 and 11.11 of the Loan Agreement), and the Bank hereby directs the City to make said payments directly to the Trustee. The City herewith assents to such assignment and will make payments under the Loan Agreement directly to the Trustee without defense or setoff by reason of any dispute between the City and the Trustee.

**Establishment of Loan Agreement Funds**

(1) The following Loan Agreement Funds are hereby created and established as 2013 Loan Agreement Funds to be held by the City in connection with the Series 2013 Note:

(a) Series 2013 Project Fund; and

(b) Series 2013 Debt Service Fund;

(2) The following Loan Agreement Funds were established by the 2006 Loan Agreement for the 2006 Note and other bonds issued on parity with the 2006 Bonds, and will be utilized to account for the System Revenues securing the Loan:

(a) 2006 Debt Service Fund

(b) 2006 Revenue Fund;

(c) 2006 Operation and Maintenance Fund; and

(d) 2006 Contingent Fund.

(3) The following Loan Agreement Funds were established by the 2012 Loan Agreement for the 2012 Note and other bonds issued on parity with the 2012 Bonds, and will be utilized to account for the System Revenues securing the Loan:

(a) 2012 Debt Service Fund

The amounts in all such Loan Agreement Funds shall be held by the City. Moneys held by the City shall be deposited with one or more Depositories in accordance with applicable law. All moneys or securities deposited with the Trustee or any Depository or received by the City pursuant to the Loan Agreement shall be held in trust and applied only in accordance with the provisions of the Loan Agreement and shall be considered trust funds for the purposes of the Loan Agreement.

The City may establish within any Loan Agreement Fund held by the City such accounts as shall be designated by this Loan Agreement or in the written instructions of an Authorized City Representative and shall in like manner establish within any account such sub-accounts for the purposes of such accounts as shall be so designated.

**Series 2013 Project Fund**

There shall be deposited into the Series 2013 Project Fund the amounts required to be so deposited by the provisions of the Loan Agreement. There may also be paid into the Series 2013 Project Fund at the option of the City, any moneys received by the City from any other source, unless required to be otherwise applied as provided by the Loan Agreement. All earnings on the investment of moneys in the Series 2013 Project Fund shall be accumulated therein for the purposes set out in Section 5.2 of the Loan Agreement.

Except as otherwise provided herein, amounts in the Series 2013 Project Fund shall be applied only to pay the Costs of the Construction Project, Issuance Expenses, to reimburse the City for certain expenditures and for the payment of any indebtedness incurred by the City for such purposes.

To the extent that the amounts in any other Loan Agreement Fund created under the Loan Agreement are insufficient or unavailable therefor, amounts on deposit in the Series 2013 Project Fund may be applied to pay the Series 2013 Note when due, but only in the event that there shall have been filed with the Trustee (a) a certificate of an Authorized City Representative in form and substance satisfactory to the Trustee stating (i) that the Net Revenues expected to be received thereafter together with such other specified amounts as are expected to be made available therefor by the City will be sufficient to pay in full all Outstanding Series 2013 Bonds when and as the same shall become due in accordance with their terms, (ii) that such payment will not result in a violation of the provisions of Section 8.5 of the Loan Agreement, and (iii) in reasonable detail, the basis for such certification, and (b) an Opinion of Counsel satisfactory to the Trustee that such payment will not result in a violation of any applicable existing law.

At any time, the City may apply amounts in the Series 2013 Project Fund to the prepayment of the Series 2013 Note in accordance with its terms and the provisions of Section 9.2 of the Loan Agreement, but only to the extent that such amounts are not required to be retained therein for the purpose of meeting any existing obligations of the City as evidenced by the certificate of an Authorized City Representative.

**2006 Revenue Fund**

All System Revenues shall be set aside as collected by the City and shall be deposited into the 2006 Revenue Fund to be utilized for the purpose of accounting for System Revenues. Monies in said fund shall not be subject to lien or attachment by any creditor of the City and shall be allocated and deposited by an Authorized City Representative to the extent available in the order of preference as set forth in the Loan Agreement without further direction of or action by the City.

**2006 Operation and Maintenance Fund**

In addition to amounts required to be deposited in the 2006 Operation and Maintenance Fund pursuant to Section 5.3(1) of the Loan Agreement, there may also be deposited in the 2006 Operation and Maintenance Fund, at the option of the City, any other moneys of the City, unless required to be otherwise applied as provided by the Loan Agreement. Moneys in the 2006 Operation and Maintenance Fund shall be applied by the City to the payment of Operating Expenses as they accrue in accordance with the Annual Budget. Any amount in such Loan Agreement Fund in excess of the amount required to make the aforesaid payments may be transferred and deposited to any other Loan Agreement Fund or Loan Agreement Funds pursuant to the priorities established in Section 5.3 of the Loan Agreement.

**2006 Contingent Fund**

Funds in the 2006 Contingent Fund may be (i) transferred to the 2006 Operation and Maintenance Fund at the discretion of the City to cover any deficiency therein or for any expenditure as a result of an unforeseen circumstance; or (ii) utilized by the City for capital projects for the System as set forth in the City's budget for the System.

**Series 2013 Debt Service Fund**

Pursuant to the terms and conditions of the Loan Agreement, the City shall pay out of the Series 2013 Debt Service Fund to the Trustee for deposit in the General Account of the General Fund under the Indenture for any Outstanding Series 2013 Bonds, the amounts required for the payment of the principal of and the interest due on the Outstanding Series 2013 Bonds five (5) days prior to such Interest Payment Date and the amounts required for the payment of the purchase or Redemption Price including accrued interest on Outstanding Series 2013 Bonds being redeemed or purchased for retirement, and in each such case, such amounts shall be applied by the Trustee to such payments.

**Construction Project and System Operation and Maintenance**

The City shall at all times operate, or cause to be operated, the System properly and in accordance with all applicable State and federal regulations with good operating procedures applicable to all similar facilities and in a sound, efficient and economical manner so as to ensure that capacity is available, and shall maintain, preserve, and keep the same or cause the same to be maintained, preserved, and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make, or cause to be made, all ordinary, necessary and proper repairs, replacements and renewals so that at all times the operation of the System may be properly and advantageously conducted, and, if any useful part of the System is damaged or destroyed, the City shall, as expeditiously as may be possible, commence and diligently prosecute the ordinary replacement or reconstruction of such part so as to restore the same to use.

**Transfer of City's Interest in the Construction Project and/or the System**

The City shall not:

(a) directly or indirectly sell, assign, transfer, convey, lease or dispose of the Construction Project and/or the System, or any part thereof or any interest or estate therein, whether legal, equitable, beneficial or possessory including, but not limited to, (i) any conveyance into trust or (ii) any conveyance, sale or assignment of the beneficial interest in any trust holding title to the Construction Project and/or the System; or

(b) subject or permit the Construction Project and/or the System or any portion thereof or interest therein (whether legal, equitable, beneficial or otherwise) or estate in any thereof (including the right to receive the revenues therefrom) directly or indirectly, to any mortgage, deed of trust, lien, claim, security interest, encumbrance or right.

**Rates and Charges**

(a) The City shall with respect to all direct or indirect connection with, and all use and services of, the System and the Construction Project, make, impose, charge and collect service rates, charges and other fees in accordance with Section 21-27-23 of the Mississippi Code of 1972, as amended and in accordance with those rate covenants in the 2006 Loan Agreement and the 2012 Loan Agreement until payment in full of the Prior Debt and those rate covenants in the Parity Loan Agreement and the Loan Agreement until payment in full of the Parity Note and the Series 2013 Note and discharge of the obligations of the City under the 2006 Loan Agreement, the 2012 Loan Agreement and the Loan Agreement.

(b) Except as provided in subsection (c) below, the schedule of rates, charges and fees for services furnished by the System and the Construction Project will not be revised so as to result in a decrease of System Revenues.

(c) The schedule of rates, charges and fees referred to in subsection (b) of this section will not be reduced unless:

(i) the amount then on deposit in the Debt Service Reserve Fund shall not be less than an amount equal to the Debt Service Reserve Requirement required to be on deposit therein pursuant to the Indenture; and

(ii) the Net Revenues for the preceding Fiscal Year shall be certified by an Independent Accountant to have been not less than one hundred five percent (105%) of the aggregate of all debt service payments on the Parity Debt and the Series 2013 Note and any Parity Indebtedness, and payments, if any, required to be made to the credit of the 2006 Debt Service Reserve Fund for the 2006 Bonds, the 2012 Debt Service Reserve Fund for the 2012 Bonds and the Debt Service Reserve Fund for the Series 2013 Bonds.

(d) No later than sixty (60) days after the end of each Fiscal Year, the rates, charges and fees established for the System and the Construction Project will be reviewed by the City and will be adjusted whenever necessary or proper so that the Net Revenues in each Fiscal Year will not be less than one hundred five percent (105%) of the aggregate of all debt service payments on the Parity Debt and the debt service payments on the Series 2013 Note and the payments, if any, required to be made to the credit of the 2006 Debt Service Reserve Fund for the 2006 Bonds, the 2012 Debt Service Reserve Fund for the 2012 Bonds and Debt Service Reserve Fund for the Series 2013 Bonds and all other required fund allocations and other payments provided for in the 2006 Loan Agreement, the 2012 Loan Agreement and the Loan Agreement and the Parity Debt and the Series 2013 Note; provided, however, the City may make rate increases at any time during the Fiscal Year if such increases in rates are necessary to pay debt service.

(e) If requested by the Bank or the Trustee, copies of every schedule of charges, rates and fees and revisions thereof, prescribed or adopted by the City shall be promptly filed with the Trustee.

**Sale or Encumbrance**

No part of the Construction Project or the System shall hereafter be sold, leased, mortgaged, pledged, encumbered or otherwise disposed of, except that the City may sell, exchange or lease at any time and from time to time any property or facilities constituting part of the Construction Project or the System and not useful or necessary in the construction, reconstruction or operation thereof or the costs of which have been paid from sources other than the proceeds of the Series 2013 Note, but any paid proceeds of any such sale or exchange received and not used to replace the property so sold or exchanged shall be paid to the Trustee and deposited and treated in all respects as System Revenues, and any proceeds of any such lease received shall be deposited as System Revenues. However, the City shall have the right to enter into equipment leases which relate to the Construction Project whereby the equipment under each such individual lease is the sole collateral pledged to repay the lease.

**Issuance of Parity Indebtedness or Subordinate Indebtedness**

(a) The City shall not issue Parity Indebtedness unless:

(i) prior to such issuance, for any additional Parity Indebtedness, the Debt Service Reserve Fund contained in the Indenture shall contain the amounts then required to be on deposit therein;

(ii) no default or Event of Default shall have occurred and be continuing under the Loan Agreement, the Series 2013 Note or under the Indenture; and

(iii) the Net Revenues available for debt service payments for a period of twelve (12) consecutive months of the eighteen (18) months preceding the month in which such additional Parity Indebtedness is issued are certified by an Independent Accountant to have been at least equal to one hundred five percent (105%) of the highest annual debt service payments in any succeeding Note Year on the Series 2013 Note and any Parity Indebtedness (including the Parity Indebtedness proposed to be issued); or in lieu of the foregoing formula, if a new schedule of rates, fees and charges for the services, facilities and commodities of the System shall have been adopted and an Independent Accountant shall certify that had such new rate schedule been in effect during the applicable period, the Net Revenues available for debt service payments would have at least equaled one hundred five percent (105%) of the highest annual debt service payment on the Parity Note in any succeeding Parity Note year and the debt service payments in any succeeding Note Year on the Series 2013 Note and any other Parity Indebtedness (including the Parity Indebtedness proposed to be issued).

(b) The City also reserves the right to issue indebtedness secured by liens on and pledges or revenues and proceeds subject and subordinate to the lien securing Parity Indebtedness.

**Covenant for the Benefit of the Trustee and the Bondholders**

The City recognizes the authority of the Issuer to assign its interest in and pledge monies receivable under the Loan Agreement (other than certain payments required to be made to the Issuer under Sections 4.4, 6.8, 8.4, 10.5, 11.8 and 11.11 of the Loan Agreement) to the Trustee as security for the payment of the principal and interest and redemption premiums, if any, on the Series 2013 Bonds, and the payment of all fees and expenses of the Trustee; and hereby agrees to be bound by, and joins with the Issuer in the grant of a security interest to the Trustee in any rights and interest the City may have in sums held in the Funds described in Article VI of the Indenture pursuant to the terms and conditions of the Indenture to secure payment of the Series 2013 Bonds. Each of the terms and provisions of the Loan Agreement is a covenant for the use and benefit of the Trustee and the Holders of the Series 2013 Bonds, so long as any thereof shall remain Outstanding; but upon payment in full of the Series 2013 Bonds in

accordance with Article IX of the Indenture and of all fees and charges of the Trustee and paying agent, all references in the Loan Agreement to the Series 2013 Bonds, the Holders thereof and the Trustee shall be ineffective, and neither the Trustee nor the Holders of any of the Series 2013 Bonds shall thereafter have any rights under the Loan Agreement, save and except those that shall have theretofore vested or that arise from provisions under the Loan Agreement which survive termination of the Loan Agreement.

**Tax Covenants**

In order to maintain the excludability from gross income for Federal income tax purposes of interest on the Series 2013 Bonds, and for no other purpose, the City covenants in the Loan Agreement to comply with each applicable requirement of the Code. In furtherance of the covenant contained in the preceding sentence, the City agrees in the Loan Agreement to comply with the Tax Certificate executed by the City on the date of the issuance and delivery of the Series 2013 Bonds, as such Tax Certificate may be amended from time to time.

(b) In the Loan Agreement, the City covenants and agrees with the Trustee and the Bondholders that the City shall not take any action or omit to take any action, which action or omission, if reasonably expected on the date of initial issuance and delivery of the Series 2013 Bonds, would cause the Series 2013 Bonds to be "private activity bonds" or "arbitrage bonds" within the meaning of Sections 141(a) and 148(a), respectively, of the Code, or any successor provisions.

(c) The City shall make any and all payments required to be made to the United States Department of the Treasury in connection with the Series 2013 Bonds pursuant to Section 148(f) of the Code from amounts available therefor.

(d) Upon the authentication and delivery of the Series 2013 Bonds, the City shall furnish to the Trustee certificates of an Authorized City Representative to the effect that, on the basis of the facts, estimates and circumstances in existence on the date of such authentication and delivery, it is not expected that the proceeds of the Series 2013 Bonds will be used in a manner that would cause such Series 2013 Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code and Treasury Regulations thereunder, and in such certificates the City shall set forth such facts and circumstances which may be in brief and summary terms, and shall state that to the best of the knowledge and belief of such Authorized City Representative, there are no other facts or circumstances that would materially change the expectations expressed in such certificate.

(e) Notwithstanding any other provisions of the Loan Agreement to the contrary, so long as necessary in order to maintain the excludability from gross income for federal income tax purposes under Section 103(a) of the Code of interest on the Series 2013 Bonds, the foregoing covenants contained in the Loan Agreement shall survive the payment of the Series 2013 Bonds and the interest thereon, including any payment or defeasance thereof pursuant to the Indenture.

**Prepayment of the Note and Termination of the Loan Agreement**

Unless an Event of Default has occurred and is continuing, the City shall have the option to direct the Trustee to call for redemption prior to maturity of the Outstanding Series 2013 Bonds, in whole or in part, as provided in Section 4.01(a) of the Indenture. The Series 2013 Bonds to be redeemed shall be redeemed at a price equal to their principal amount plus accrued interest as set forth in Section 4.01(a) of the Indenture upon not less than thirty (30) but no more than forty-five (45) days prior written notice. The Series 2013 Bonds are also subject to redemption from funds transferred from the Loan Account to the Redemption Account under the Indenture or transferred from the Series 2013 Project Fund to the Redemption Account or otherwise deposited in the Redemption Account from proceeds received upon the

sale or prepayment prior to maturity of the Series 2013 Note upon a default under the Series 2013 Note, or acceleration thereof, pursuant to Section 4.01(b) of the Indenture. In the event the Series 2013 Bonds are called for redemption in whole or in part under the Indenture, a Basic Payment shall be made by the City in the amount of principal plus accrued interest and all other fees due under the Loan Agreement to effectuate said redemption; however, any basic payment for a prepayment of the Series 2013 Note under the Loan Agreement will be subject to the lien on System Revenues of the Parity Debt until payment in full of the Parity Debt.

**Events of Default**

Any one or more of the following events is an Event of Default under the Loan Agreement, and the term "Event of Default," wherever used in the Loan Agreement, means any one of the following events, whatever the reason for such default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body:

(a) if the City shall fail to pay any Basic Payments due under the Loan Agreement;

(b) if there is a declaration or proceeding in bankruptcy regarding the City;

(c) if the City shall fail to pay any Additional Charges on or before the date that the payment is due and shall continue to be in arrears for five (5) days after the due date thereof;

(d) if the City shall fail to observe and perform or shall breach any other covenant, condition or agreement on its part under the Loan Agreement for a period of fifteen (15) days after mailing of a notice to it by the Issuer or the Trustee, specifying such default or breach and requesting that it be remedied; and provided that if the failure stated in the notice cannot be corrected within fifteen (15) days, the Issuer and Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the City within said fifteen (15) days and is diligently pursued, for an additional thirty (30) days;

(e) if the City shall be dissolved;

(f) if any representation or warranty made by the City in the Loan Agreement, or by an officer or representative of the City in any document or certificate furnished the Trustee or the Issuer in connection herewith or therewith or pursuant hereto or thereto, shall prove at any time to be, in any material respect, incorrect or misleading as of the date made; and

(g) the occurrence of an event of default under any other Bond Document which is not cured within the time period provided therefor, if any.

**Remedies**

(a) Whenever any Event of Default specified in subsection (a) in the previous section, shall have happened and be continuing the Trustee shall declare all the Basic Payments payable for the remainder of the Term of the Loan Agreement (an amount equal to that necessary to pay in full the Series 2013 Note and the interest thereon assuming acceleration of the Series 2013 Bonds under the Indenture and to pay all other indebtedness thereunder) to be immediately due and payable whereupon the same shall become immediately due and payable by the City but only if the acceleration of payment of the Series 2013 Bonds has been declared by the Trustee under Section 10.02 of the Indenture;

(b) Whenever any Event of Default shall have occurred and be continuing any one or more of the following remedial steps may also be taken to the extent permitted by law:

(i) the Trustee or the Issuer may take whatever action at law or in equity may appear necessary or appropriate to collect all sums then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement, covenant, representation or warranty of the City, under the Loan Agreement, the Series 2013 Note or any related instrument; or to otherwise compensate the Issuer, Trustee or Bondholders for any damages on account of such Event of Default; and

(ii) the Issuer (without the prior written consent of the Trustee if the Trustee is not enforcing the Issuer's right in a manner to protect the Issuer or is otherwise taking action that brings adverse consequences to the Issuer) may take whatever action at law or in equity may appear necessary or appropriate to enforce its rights of indemnification under Section 8.4 of the Loan Agreement and to collect all sums then due and thereafter to become due to the Issuer under Sections 4.4, 6.8, 8.4, 10.5, 11.8 and 11.11 of the Loan Agreement. Notwithstanding the foregoing, the Issuer is not precluded from exercising any of its rights reserved to it as set forth in this section, even if the Trustee is exercising the rights of the Issuer under the Loan Agreement.

## THE SERIES 2013 BONDS AS LEGAL INVESTMENTS

The Series 2013 Bonds shall be legal investments which may be invested in by all public officers and public bodies of this State, its political subdivisions, all municipalities and municipal subdivisions, all insurance companies and associations, trust companies, savings banks and savings associations, investment companies and other persons carrying on a banking business, all administrators, guardians, executors, trustees and other fiduciaries, and all other persons whatsoever who are now or may hereafter be authorized to invest funds, including capital, in their control or belonging to them. The Series 2013 Bonds are also hereby made securities which may properly and legally be deposited with and received by all public officers and bodies of the State or any agency or political subdivisions of the State and all municipalities and public corporations for any purpose for which the deposit of bonds or other obligations of the State is now or may hereafter be authorized by law.

## LITIGATION

There is not now pending or, to the Bank's knowledge, threatened any litigation restraining or enjoining the issuance, sale, execution or delivery of the Series 2013 Bonds or prohibiting the Bank from providing the Loan to the City or with the proceeds of such Series 2013 Bonds or in any way contesting or affecting the validity of the Series 2013 Bonds, any proceedings of the Bank taken with respect to the issuance or sale thereof or the pledge or application of any moneys or security provided for the payment of the Series 2013 Bonds. Neither the creation, organization or existence of the Bank nor the title of any of the present Directors or other officers of the Bank to their respective offices is being contested.

There is not now pending or, to the knowledge of the City, threatened any litigation restraining or enjoining the execution or delivery of the Loan Agreement or the Series 2013 Note or prohibiting the City from delivering the Series 2013 Note to the Bank or in any way contesting or affecting the validity of the Loan Agreement or the Series 2013 Note, any proceedings of the City taken with respect to the execution and delivery thereof or the pledge or application of any moneys or security provided for the payment of the Series 2013 Note.

## TAX MATTERS

In the opinion of Bond Counsel, interest on the Series 2013 Bonds is excludable from gross income for federal tax purposes, pursuant to Section 103 of the Code. The opinion of Bond Counsel is based on certain certifications, covenants and representations of the Bank and the City (collectively, "Tax Covenants") and is conditioned on continuing compliance therewith.

The Code imposes certain requirements which must be met subsequent to the issuance of the Series 2013 Bonds as a condition to the excludability from gross income of interest on the Series 2013 Bonds for federal tax purposes. Non-compliance with such requirements may cause interest on the Series 2013 Bonds to be includable in gross income of the holders thereof for federal tax purposes retroactive to their respective dates of issue irrespective of the date on which such noncompliance occurs. Should the Series 2013 Bonds bear interest that is not excludable from gross income for federal income tax purposes, the market value of the Series 2013 Bonds would be materially and adversely affected. The Tax Covenants include covenants that (i) the Bank and the City will not take or fail to take any action with respect to the Series 2013 Bonds, if such action or omission would result in the loss of the exclusion from gross income for federal tax purposes of interest on the Series 2013 Bonds, under Section 103 of the Code, and neither the Bank nor the City will act in any other manner which would adversely affect such exclusion; (ii) the Bank and the City will not make any investment or do any other act or thing during the period that the Series 2013 Bonds are Outstanding which would cause the Series 2013 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code; and (iii) if required by the Code, the Bank and the City will rebate any necessary amounts to the United States of America. It is not an Event of Default under the Indenture if interest on the Series 2013 Bonds is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code, which is not in effect on the respective dates of issuance of the Series 2013 Bonds.

The interest on the Series 2013 Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes. However, interest on the Series 2013 Bonds is included in adjusted current earnings in calculating corporate alternative minimum taxable income for purposes of the corporate alternative minimum tax.

Although Bond Counsel has rendered an opinion that interest on the Series 2013 Bonds is excludable from federal gross income and exempt from State of Mississippi income tax, the accrual or receipt of interest on the Series 2013 Bonds may otherwise affect a bondholder's federal income tax or State of Mississippi tax liability. The nature and extent of these other tax consequences will depend upon the bondholder's particular tax status and a bondholder's other items of income or deduction. Taxpayers who may be affected by such other tax consequences include, without limitation, financial institutions, certain insurance companies, S corporations, certain foreign corporations, individual recipients of Social Security or railroad retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry the Series 2013 Bonds. Bond Counsel express no opinion regarding any other such tax consequences. Prospective purchasers of the Series 2013 Bonds should consult their own tax advisors with regard to the other tax consequences of owning the Series 2013 Bonds.

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. 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. It cannot be predicted how any particular litigation or judicial action will be resolved or whether the Series 2013

Bonds would be impacted thereby. Purchasers of the Series 2013 Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond 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 Series 2013 Bonds and Bond Counsel have expressed no opinions as of any date subsequent thereto or with respect to any pending or proposed legislation, regulatory initiatives or litigation.

In the opinion of Bond Counsel, interest on the Series 2013 Bonds is exempt from income taxation in the State of Mississippi under existing laws, regulations, rulings and judicial decisions. This opinion relates only to the exemption of interest on the Series 2013 Bonds for State of Mississippi income tax purposes.

## LEGAL MATTERS

Certain legal matters incident to the authorization and issuance of the Series 2013 Bonds by the Bank are subject to the approval of Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Ridgeland, Mississippi, as Bond Counsel, whose approving opinion will be delivered with the Series 2013 Bonds. Certain legal matters will be passed upon for the Bank by its counsel, Balch & Bingham LLP, Jackson, Mississippi, for the Original Purchaser by The May Law Firm, Jackson, Mississippi, and for the City, by Charles E. Lawrence, Jr., Esquire, Hattiesburg, Mississippi.

Butler, Snow, O'Mara, Stevens & Cannada, PLLC Bond Counsel for the Bank, is also serving as Bond Counsel for the City, in connection with the execution and delivery of the Loan Agreement and the Series 2013 Note.

The remedies available to the Trustee, to the Bank or to the owners of the Series 2013 Bonds upon an Event of Default under the Indenture or under the terms of the Loan Agreement and the Series 2013 Note are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code (the United States Bankruptcy Code), the remedies provided in the Indenture and under the Loan Agreement and the Series 2013 Note may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2013 Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally (regardless of whether such enforceability is considered in a proceeding in equity or in law), by general principles of equity (regardless of whether such proceeding is considered in a proceeding in equity or at law) and by the valid exercise of the constitutional powers of the State and the United States of America.

## CONTINUING DISCLOSURE

On November 10, 1994, the Securities and Exchange Commission (the "Commission") amended Rule 15c2-12 which was originally adopted by the Commission in 1989 under the Securities Exchange Act of 1934 and set forth certain disclosure requirements relating to a primary offering of municipal securities. The amendments to Rule 15c2-12, which are effective beginning July 3, 1995, add to the existing disclosure obligations relating to municipal securities by requiring that, prior to purchasing or selling municipal securities, brokers, dealers and municipal securities dealers must reasonably determine that the issuer of such municipal securities, together with any other "obligated persons," within the meaning of Rule 15c2-12, have entered into an undertaking for the benefit of bondholders to make certain information available to bondholders on a continuing basis. The Bank and the City are "obligated persons" with respect to the Series 2013 Bonds within the meaning of Rule 15c2-12.

The City and the Bank will enter into a written undertaking with the Trustee for the benefit of Bondholders to deliver, or cause to be delivered, to (a) (i) the Municipal Securities Rulemaking Board (the "MSRB") through MSRB's Electronic Municipal Market Assess system at www.emma.msrb.org ("EMMA") in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to Rule 15c2-12, as amended from time to time (the "Rule") of the SEC, and (ii) in the future, any successor repository or repositories prescribed by the SEC for the purpose of serving as repository under the Rule (together (i) and (ii) are the "National Repository") and (b) any public or private repository or entity designated by the State as a State repository, if any, for the purposes of the Rule (the "State Repository" and together with the National Repository, the "Repositories"), the information described herein, together with any identifying information or other information then required to accompany the applicable filing (the "Accompanying Information"). This information will be made available free to securities brokers and others 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.

In the Bank's Undertaking, the Bank has agreed to deliver to the Repositories notices of certain events relating to the Series 2013 Bonds and the Bank, if the Bank deems such events to be material. In the City's undertakings, the City has agreed to cause the delivery to the Repositories (i) annual financial information relating to the City and the System and (ii) notices of certain events relating to the City undertakings if the City deems such events to be material.

For a summary of the City's and the Bank's undertakings, see "APPENDIX F - FORM OF CONTINUING DISCLOSURE AGREEMENT" attached hereto.

The Bank and the City are in compliance with all prior undertakings, as applicable, for all municipal securities issued by the Bank and the City, respectively.

## RATING

Moody's Investors Service is expected to assign a rating of "____" (negative outlook) to the Series 2013 Bonds with the understanding that upon delivery of the Series 2013 Bonds the Municipal Bond Insurance Policy insuring the payment when due of the principal of and interest on the Series 2013 Bonds will be issued by Assured Guaranty Corp. Such rating reflects the views of only such organization and is not a recommendation to buy, sell or hold the Series 2013 Bonds.

Moody's Investors Service has assigned an underlying rating of "____" to the Series 2013 Bonds.

There is no assurance that such ratings will continue for any given period of time or that such ratings will not be revised downward or withdrawn entirely, if in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect upon the market price or marketability of the Series 2013 Bonds.

The above ratings are not recommendations to buy, sell or hold the Series 2013 Bonds, and such ratings may be subject to revision or withdrawal at any time by the rating agencies.

## BOND INSURANCE

### The Bond Insurance Policy.

Concurrently with the issuance of the Bonds, the Bond Insurer will issue the Bond Insurance Policy. The Bond Insurance Policy guarantees the scheduled payment of principal of and interest on the

Series 2013 Bonds when due as set forth in the form of the Bond Insurance Policy included as an exhibit to this Official Statement.

The Bond Insurance Policy is not covered by any insurance security or guaranty fund established under New York, California, Connecticut or Florida insurance law.

**The Bond Insurer.**

The Bond Insurer is a New York domiciled financial guaranty insurance company and a wholly owned subsidiary of Assured Guaranty Municipal Holdings Inc. ("Holdings"). Holdings is an indirect subsidiary of Assured Guaranty Ltd. ("AGL"), a Bermuda-based holding company whose shares are publicly traded and are listed on the New York Stock Exchange under the symbol "AGO". AGL, through its operating subsidiaries, provides credit enhancement products to the U.S. and global public finance, infrastructure and structured finance markets. No shareholder of AGL, Holdings or the Bond Insurer is liable for the obligations of the Bond Insurer.

The Bond Insurer's financial strength is rated "AA-" (stable outlook) by Standard and Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("S&P") and "Aa3" (negative outlook) by Moody's Investors Service, Inc. ("Moody's"). An explanation of the significance of the above ratings may be obtained from the applicable rating agency. The above ratings are not recommendations to buy, sell or hold any security, and such ratings are subject to revision or withdrawal at any time by the rating agencies, including withdrawal initiated at the request of the Bond Insurer in its sole discretion. In addition, the rating agencies may at any time change the Bond Insurer's long-term rating outlooks or place such ratings on a watch list for possible downgrade in the near term. Any downward revision or withdrawal of any of the above ratings, the assignment of a negative outlook to such ratings or the placement of such ratings on a negative watch list may have an adverse effect on the market price of any security guaranteed by the Bond Insurer. The Bond Insurer only guarantees scheduled principal and scheduled interest payments payable by the issuer of bonds insured by the Bond Insurer on the date(s) when such amounts were initially scheduled to become due and payable (subject to and in accordance with the terms of the relevant insurance policy), and does not guarantee the market price or liquidity of the securities it insures, nor does it guarantee that the ratings on such securities will not be revised or withdrawn.

*Current Financial Strength Ratings*

On November 30, 2011, S&P published a Research Update in which it downgraded the Bond Insurer's financial strength rating from "AA+" to "AA-". At the same time, S&P removed the financial strength rating from CreditWatch negative and changed the outlook to stable. The Bond Insurer can give no assurance as to any further ratings action that S&P may take. Reference is made to the Research Update, a copy of which is available at www.standardandpoors.com, for the complete text of S&P's comments.

The most recent rating action by Moody's on the Bond Insurer took place on December 18, 2009, when Moody's issued a press release stating that it had affirmed the "Aa3" insurance financial strength rating of the Bond Insurer, with a negative outlook. Reference is made to the press release, a copy of which is available at www.moodys.com, for the complete text of Moody's comments. Moody's is in the process of reviewing AGL and its subsidiaries and there can be no assurance as to any ratings action that Moody's may take with respect to the Bond Insurer.

For more information regarding the Bond Insurer's financial strength ratings and the risks relating thereto, see AGL's Annual Report on Form 10-K for the fiscal year ended December 31, 2010, as

amended by its Form 10-K/A; its Quarterly Reports on Form 10-Q for the quarterly periods ended March 31, 2011 and June 30, 2011, each as amended by its Form 10-Q/A; and its Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2011.

*Capitalization of the Bond Insurer*

At September 30, 2011, the Bond Insurer's consolidated policyholders' surplus and contingency reserves were approximately $3,105,604,840 and its total net unearned premium reserve was approximately $2,207,101,966, in each case, in accordance with statutory accounting principles.

The Bond Insurer's statutory financial statements for the fiscal year ended December 31, 2010 and for the quarterly periods ended March 31, 2011, June 30, 2011 and September 30, 2011, which have been filed with the New York State Department of Financial Services and posted on the Bond Insurer's website at http://www.assuredguaranty.com, are incorporated by reference into this Official Statement and shall be deemed to be a part hereof.

*Incorporation of Certain Documents by Reference*

Portions of the following documents filed by AGL with the Securities and Exchange Commission (the "SEC") that relate to the Bond Insurer are incorporated by reference into this Official Statement and shall be deemed to be a part hereof:

(i) the Annual Report on Form 10-K for the fiscal year ended December 31, 2010, as amended by Amendment No. 1 on Form 10-K/A (filed by AGL with the SEC on _____ 1, 2011 and October 31, 2011, respectively);

(ii) the Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2011, as amended by Amendment No. 1 on Form 10-Q/A (filed by AGL with the SEC on May 10, 2011 and November 14, 2011, respectively);

(iii) the Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2011, as amended by Amendment No. 1 on Form 10-Q/A (filed by AGL with the SEC on August 9, 2011 and November 14, 2011, respectively); and

(iv) the Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2011 (filed by AGL with the SEC on November 14, 2011).

All information relating to the Bond Insurer included in, or as exhibits to, documents filed by AGL pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, after the filing of the last document referred to above and before the termination of the offering of the Bonds shall be deemed incorporated by reference into this Official Statement and to be a part hereof from the respective dates of filing such documents. Copies of materials incorporated by reference are available over the internet at the SEC's website at http://www.sec.gov, at AGL's website at http://www.assuredguaranty.com, or will be provided upon request to Assured Guaranty Municipal Corp.: 31 West 52nd Street, New York, New York 10019, Attention: Communications Department (telephone (212) 826-0100).

Any information regarding the Bond Insurer included herein under the caption "BOND INSURANCE – Assured Guaranty Municipal Corp." or included in a document incorporated by reference herein (collectively, the "the Bond Insurer Information") shall be modified or superseded to the extent that any subsequently included Bond Insurer Information (either directly or through incorporation by

reference) modifies or supersedes such previously included Bond Insurer Information. Any Bond Insurer Information so modified or superseded shall not constitute a part of this Official Statement, except as so modified or superseded.

Miscellaneous Matters

The Bond Insurer or one of its affiliates may purchase a portion of the Bonds or any uninsured bonds offered under this Official Statement and may hold such Bonds or uninsured bonds for investment or may sell or otherwise dispose of such Bonds or uninsured bonds at any time or from time to time.

The Bond Insurer makes no representation regarding the Bonds or the advisability of investing in the Bonds. In addition, the Bond Insurer has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding the Bond Insurer supplied by the Bond Insurer and presented under the heading "BOND INSURANCE".

## FINANCIAL ADVISOR

The Bank has retained Government Consultants, Inc., Jackson, Mississippi, as independent financial advisor (the "Financial Advisor") in connection with the sale and issuance of the Series 2013 Bonds. In such capacity the Financial Advisor has provided recommendations and other financial guidance to the Bank with respect to the preparation of documents, the preparation for the sale of the Series 2013 Bonds and of the time of the sale, tax-exempt bond market conditions and other factors related to the sale of said Series 2013 Bonds. Although the Financial Advisor performed an active role in the drafting of this Official Statement, it has not independently verified any of the information set forth herein.

## UNDERWRITING

The Series 2013 Bonds have been sold by negotiated sale to Duncan-Williams, Inc., Memphis, Tennessee, and Piper Jaffary & Co, Memphis Tennessee (together, the Original Purchaser) by the City, and said Original Purchaser has agreed to purchase the Series 2013 Bonds at a price of $_____ (representing the par amount of the Series 2013 Bonds plus a net original issue premium of $_____ less an Original Purchaser's discount of $_____). No assurance can be given that any trading market will develop for the Series 2013 Bonds after their initial sale to said Original Purchaser. The City has no control over the prices at which the Series 2013 Bonds will initially be reoffered to the public.

Piper Jaffray & Co, as one of the Original Purchasers of the Bonds, and Pershing LLC, a subsidiary of The Bank of New York Mellon Corporation, entered into an agreement which enables Pershing LLC to distribute certain new issue municipal securities underwritten by or allocated to Piper Jaffray & Co., including the Bonds. Under the agreement, Piper Jaffray & Co. will share with Pershing LLC a portion of the fee or commission paid to Piper Jaffray & Co.

## VALIDATION

The Series 2013 Bonds will be validated before the Chancery Court of the First Judicial District of Hinds County, Mississippi, as provided by Sections 31-13-1 to 31-13-11, Mississippi Code of 1972, as amended.

## MISCELLANEOUS

The Bank's offices are located at 735 Riverside Drive, Suite 300, Jackson, Mississippi 39202, telephone (601) 355-6232.

All quotations from, and summaries and explanations of, the Act, the Indenture and the Loan Agreement contained in this Official Statement do not purport to be complete, and reference is made to each such document or instrument for full and complete statements of its provisions (See "APPENDIX C - FORM OF INDENTURE OF TRUST" and "APPENDIX D - FORM OF LOAN AGREEMENT" herein). The attached APPENDICES are an integral part of this Official Statement and must be read together with all of the foregoing statements. Copies in reasonable quantity of the Act, the Indenture, the Loan Agreement and the supplemental materials furnished to the Bank by the City may be obtained upon request directed to the Bank.

Neither any advertisement of the Series 2013 Bonds nor this Official Statement is to be construed as constituting an agreement with the purchasers of the Series 2013 Bonds. So far as any statements are made in this Official Statement involving matters of opinion, whether or not expressly so stated, they are intend merely as such and not as representative of fact.

This Official Statement has been duly approved, executed and delivered by the Bank. The Bank will provide copies of this Official Statement to the Original Purchaser of the Series 2013 Bonds.

**MISSISSIPPI DEVELOPMENT BANK**

**By: /s/ William T. Barry**
**Executive Director**

# APPENDIX A

# INFORMATION ON THE CITY

## 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; October, 2013.

### 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 Income**[1]

| Year | County | Mississippi | United States | County as % Of U.S. |
|---|---|---|---|---|
| 2011 | $30,198 | $32,000 | $41,560 | 73% |
| 2010 | 29,702 | 30,841 | 39,791 | 75 |
| 2009 | 29,406 | 30,013 | 38,637 | 76 |
| 2008 | 29,651 | 30,945 | 40,947 | 72 |
| 2007 | 28,824 | 29,568 | 39,506 | 73 |

SOURCE: Bureau of Economic Analysis: Regional Economic Accounts at website: www.bea.gov, 2007-2011; October, 2013.

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[1] Per capita personal income was computed using Census Bureau midyear population estimates. Estimates for 2007-2011 reflect county population estimates available as of April, 2012.

**Retail Sales**

| State Fiscal Year Ended June 30 | Amount |
|---|---|
| 2012 | $1,719,341,596 |
| 2011 | 1,683,408,940 |
| 2010 | 1,625,893,350 |
| 2009 | 1,720,117,514 |
| 2008 | 1,837,643,988 |

SOURCE: Annual Reports for each year indicated, Mississippi Department of Revenue's website: www.dor.ms.gov; October, 2013.

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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 | 3,400 | Hospital |
| University of Southern Mississippi | 2,300 | Education |
| Hattiesburg Clinic | 1,750[2] | Medical clinic |
| Camp Shelby | 1,503 | Military base |
| Wal-Mart SuperCenter | 1,495 | Retail store |
| Wesley Medical Center | 1,266 | Hospital |
| Marshall Durbin Poultry | 900 | Poultry products |
| Hudson Salvage, Inc. | 850 | Retail store |
| Hattiesburg Public School District | 800 | Education |
| City of Hattiesburg | 781 | Government |
| Kohler Engine | 518 | Engines |
| Pine Belt Mental Healthcare Resources | 553[2] | Healthcare facility |
| Regions Bank | 440[2] | Banking institution/mortgage service center |
| Dairy Fresh Corporation | 280 | Milk/juice/tea |
| International Filling Co. | 269 | Paper manufacturing |
| YORK, a Johnson Controls Company | 212 | Transportation equipment manufacturing |

SOURCE: Mississippi Development Authority; October, 2013.[3]

[2] Number of employees is for Metropolitan Statistical Area (the "MSA") for the City, including the main office located in the City where the bulk of the employees are employed and offices outside the City limits in the area included in the MSA for the City.

[3] MDA's employment figures are as of August, 2010.

**Unemployment Statistics of the County**

| | 2013 | 2012 | 2011 | 2010 | 2009 | 2008 |
|---|---|---|---|---|---|---|
| January | 10.1 | 9.7% | 10.6% | 10.2% | 6.8% | 5.5% |
| February | 9.2 | 8.8 | 10.3 | 9.5 | 6.9 | 4.8 |
| March | 8.1 | 8.1 | 10.2 | 9.1 | 6.7 | 5.0 |
| April | 7.4 | 7.6 | 9.5 | 8.8 | 6.2 | 4.7 |
| May | 9.1 | 8.5 | 10.0 | 9.6 | 7.1 | 5.8 |
| June | 9.6 | 9.8 | 11.8 | 10.2 | 8.0 | 6.9 |
| July | 8.0 | 10.1 | 11.9 | 10.5 | 8.9 | 7.1 |
| August | 7.7 | 8.5 | 10.8 | 9.2 | 8.5 | 6.4 |
| September | | 8.4 | 10.6 | 9.6 | 8.3 | 6.3 |
| October | | 8.3 | 10.2 | 9.4 | 8.6 | 5.8 |
| November | | 7.3 | 9.1 | 9.3 | 8.3 | 5.3 |
| December | | 8.4 | 9.0 | 9.7 | 9.1 | 6.0 |
| Annual Average | | 8.6% | 10.3% | 9.6% | 7.8% | 5.8% |

SOURCE: Mississippi Department of Employment Security: Labor Market Data at website: www.mdes.ms.gov; October, 2013.

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## Employment Statistics

| | 2012 | 2011 | 2010 | 2009 | 2008 | 2007 |
|---|---|---|---|---|---|---|
| RESIDENCE BASED EMPLOYMENT | | | | | | |
| I. Civilian Labor Force | 35,560 | 35,680 | 35,000 | 36,930 | 36,740 | 37,010 |
| II. Unemployed | 3,070 | 3,690 | 3,360 | 2,880 | 2,140 | 1,900 |
| Rate | 8.6% | 10.3% | 9.6 | 7.8% | 5.8% | 5.1% |
| III. Employed | 32,490 | 31,990 | 31,640 | 34,050 | 34,600 | 35,110 |
| ESTABLISHMENT BASED EMPLOYMENT | | | | | | |
| I. Manufacturing | 3,130 | 2,680 | 2,150 | 2,420 | 2,570 | 2,680 |
| II. Non-manufacturing | 35,440 | 35,560 | 36,080 | 36,090 | 36,110 | 36,710 |
| A. Agriculture, Forestry, Fishing & Hunting | 80 | 80 | 90 | 100 | 100 | 120 |
| B. Mining | 140 | 110 | 80 | 70 | 40 | 40 |
| C. Utilities | 410 | 400 | 400 | 400 | 390 | 380 |
| D. Construction | 1,390 | 1,270 | 1,360 | 1,400 | 1,640 | 1,680 |
| E. Wholesale Trade | 1,260 | 1,230 | 1,250 | 1,270 | 1,330 | 1,400 |
| F. Retail Trade | 4,200 | 4,200 | 4,190 | 4,250 | 4,460 | 4,860 |
| G. Transportation & Warehousing | 1,380 | 1,300 | 1,220 | 1,220 | 1,180 | 870 |
| H. Information | 420 | 370 | 360 | 380 | 430 | 490 |
| I. Finance & Insurance | 1,210 | 1,090 | 1,090 | 1,150 | 1,170 | 1,220 |
| J. Real Estate, Rental & Leasing | 500 | 460 | 460 | 470 | 480 | 450 |
| K. Prof., Scientific & Technical Service | 850 | 930 | 940 | 980 | 1,250 | 1,210 |
| L. Management of Companies & Entertainment | 540 | 560 | 580 | 590 | 560 | 560 |
| M. Administrative Support & Waste Management | 1,670 | 1,730 | 1,830 | 1,600 | 1,460 | 1,610 |
| N. Educational Services | 730 | 780 | 870 | 840 | 470 | 490 |
| O. Health Care & Social Assistance | 4,940 | 4,890 | 4,790 | 4,710 | 4,730 | 4,770 |
| P. Arts, Entertainment & Recreation | 390 | 390 | 420 | 430 | 430 | 370 |
| Q. Accommodation & Food Service | 3,660 | 3,810 | 3,930 | 3,960 | 3,900 | 3,930 |
| R. Other Services (except Public Administration) | 740 | 730 | 800 | 810 | 840 | 940 |
| S. Government | 10,930 | 11,230 | 11,420 | 11,460 | 11,250 | 11,320 |
| Education | 4,540 | 4,890 | 4,970 | 5,000 | 4,890 | 4,820 |
| III. Total Nonagricultural Employment | 38,570 | 38,240 | 38,230 | 38,510 | 38,680 | 39,390 |

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; October, 2013.

**Banking Institutions**

| Institutions | 2012 Total Assets |
|---|---|
| BancorpSouth Bank[1] | $13,397,198,000 |
| Citizens Bank[2] | 356,053,000 |
| Community Bank[3] | 633,383,000 |
| First Southern Bank[4] | 202,413,000 |
| The First, A National Banking Association[5] | 699,281,000 |
| Grand Bank for Savings, A Federal Savings Bank[6] | 115,746,000 |
| Great Southern National Bank[7] | 275,939,000 |
| Hancock Bank[8] | 19,464,485,000 |
| Magnolia State Bank[9] | 282,124,000 |
| PriorityOne Bank[10] | 525,878,000 |
| Regions Bank[11] | 121,798,000,000 |
| The Citizens Bank[12] | 880,840,000 |
| The Citizens National Bank of Meridian[13] | 1,096,201,000 |
| Trustmark National Bank[14] | 9,586,788,000 |
| Wells Fargo Bank, National Association, formerly Wachovia Bank, N.A.[15] | 1,422,968,000,000 |

SOURCE: Obtained from each Bank's website, unless otherwise noted, October, 2013.

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[1] Head office located in Tupelo, Mississippi. Assets as of December 31, 2012.

[2] Head office located in Columbia, Mississippi. Assets as of June 30, 2012; obtained from 2013 edition of the Mississippi Bank Directory.

[3] Head office located in Ellisville, Mississippi. Assets as of June 30, 2012; obtained from 2013 edition of the Mississippi Bank Directory.

[4] Head office located in Columbia, Mississippi. Assets as of June 30, 2012; obtained from 2013 edition of the Mississippi Bank Directory.

[5] Assets as of September 30, 2012.

[6] Assets as of June 30, 2011; obtained from 2011-12 edition of the Mississippi Banks Association.

[7] Head office located in Meridian, Mississippi. Assets as of June 30, 2012; obtained from 2013 edition of the Mississippi Bank Directory.

[8] Head office located in Gulfport, Mississippi. Assets as of December 31, 2012.

[9] Head office located Bay Springs, Mississippi. Assets as of June 30, 2012; obtained from 2013 edition of the Mississippi Bank Directory.

[10] Head office located in Magee, Mississippi. Assets as of June 30, 2012; obtained from 2013 edition of the Mississippi Bank Directory.

[11] Regions Financial Corporation merged with Union Planters Bank in July, 2004 and merged with AmSouth in 2006. Regions head office is located in Birmingham, Alabama. Assets are as of September 30, 2012.

[12] Head office located in Philadelphia, Mississippi. Assets are as of December 31, 2012.

[13] Head office located in Meridian, Mississippi. Assets as of June 30, 2012; obtained from 2013 edition of the Mississippi Bank Directory.

[14] Head office located in Jackson, Mississippi. Assets are as of December 31, 2012.

[15] Wachovia Bank, N.A. was acquired by Wells Fargo Company in December, 2008. Head office located in Sioux Falls, South Dakota. Total assets as of December 31, 2012.

## 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 2013-2014 scholastic year and the four preceding years are as follows:

| Scholastic Year | Enrollment |
|---|---|
| 2013-2014 | 4,545 |
| 2012-2013 | 4,654 |
| 2011-2012 | 4,591 |
| 2010-2011 | 4,528 |
| 2009-2010 | 4,472 |

SOURCE: Hattiesburg Public School District and Mississippi Assessment and Accountability Reporting System, Office of Research and Statistics, Mississippi, Department of Education; October, 2013.

## TAX INFORMATION

### Assessed Valuation[1]

| Fiscal Year | Real Property | Personal Property[2] | Public Utility Property | Total |
|---|---|---|---|---|
| 2013 | $273,729,145 | $104,669,996 | $28,122,727 | $406,521,868 |
| 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 |
| 2009 | 291,581,275 | 109,977,890 | 25,149,186 | 426,708,351 |
| 2008 | 247,951,866 | 104,361,962 | 26,546,492 | 378,860,320 |

SOURCE: Office of City Chief Financial Officer; October, 2013.

[1] The total assessed valuation is approved in September proceeding the fiscal year of the City and represents the value of real property, personal property and public utility property for the year indicated on which taxes are assessed for the following fiscal year's budget. For example, the taxes for the assessed valuation figures for 2013 will be collected starting in January, 2014 for the 2013-2014 fiscal year budget of the City.

[2] 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 |
| Resinall Mississippi | 590,039 | 12/31/2014 |
| Hudson's Capital Assets LLC | 777,917 | 12/31/2015 |
| Equity Alliance of Hattiesburg LLC | 542,091 | 12/31/2015 |
| HPC Properties LLC | 495,030 | 12/31/2014 |

| Exempt Property | Current Assessed Valuation | Date Exemption Ends |
|---|---|---|
| Miss KC LLC | 417,672 | 12/31/2013 |
| Excel Injection Molding | 104,856 | 12/31/2015 |
| Safe Guard Building | 389,768 | 12/31/2013 |
| Stokes, Thomas A James Walker | 276,524 | 12/31/2013 |
| USA Yeast Company LLC | 210,841 | 12/31/2013 |
| Lansing of Hattiesburg, LLC | 1,865 | 12/31/2013 |
| General Electric Cap | 157,538 | 12/31/2013 |
| BLC Properties LLC | 149,598 | 12/31/2015 |
| Hybrid Plastics, Inc. | 113,018 | 12/31/2015 |
| Structural Foam Molding | 103,398 | 12/31/2015 |
| JTS Inc. | 106,199 | 12/31/2013 |
| BAE Systems | 90,118 | 12/31/2014 |
| Nordan Smith Acetylene | 153,405 | 12/31/2016 |
| CL Dews & Sons Foundry & Mach. | 79,448 | 12/31/2013 |
| CCDA Waters Inc. | 114,425 | 12/31/2014 |
| Sunbeam Products | 10,256 | 12/31/2013 |
| Blendco | 3,062 | 12/31/2014 |
| Wis Pak of Hattiesburg, LLC | 6,608,019 | 12/31/2019 |
| The Coca-Cola Company | 2,234,847 | 12/31/2016 |
| Stokes Distributing | 1,257 | 12/31/2013 |
| TOTAL | $34,180,641 | |

**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 State Tax Commission.

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 State Tax Commission 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 Valuation[22]

| GENERAL PURPOSES | Year in Which Taxes Levied | | | | |
|---|---|---|---|---|---|
| | 2013-2014 | 2012-2013 | 2011-12 | 2010-11 | 2009-10 |
| General Fund | 32.10 | 32.15 | 31.00 | 31.00 | 31.00 |
| Parks & Recreation Fund | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 |
| Bond & Interest Fund | 7.00 | 7.00 | 7.15 | 7.15 | 7.15 |
| Police & Firearms Pension Fund | 3.87 | 3.82 | 4.82 | 4.32 | 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 | 46.92 | 46.92 |
| SCHOOL DISTRICT: | | | | | |
| District Maintenance | 56.54 | 58.50 | 57.23 | 54.13 | 51.75 |
| Bond & Interest Fund | 8.03 | 6.71 | 6.08 | 7.52 | 6.43 |
| School Shortfall Note | .32 | 1.02 | | | |
| Sub-total: | 64.89 | 66.23 | 63.31 | 61.65 | 58.18 |
| TOTAL LEVY: | 112.31 | 113.65 | 110.73 | 108.57 | 105.10 |

SOURCE: Office the Chief Financial Officer; October, 2013.

## Ad Valorem Tax Collections[23]

| Fiscal Year Ended September 30 | Amount Budgeted | Amount Collected | Difference Over/(Under) |
|---|---|---|---|
| 2013 | | | |
| 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 |
| 2009 | 14,572,273 | 15,242,261 | 669,988 |

SOURCE: Office of the Chief Financial Officer; October, 2013.

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[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 insure that property taxes do not increase dramatically as the counties complete reappraisals, the Reappraisal Act provides for the limit on increase in tax revenues discussed below.

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

On August 20, 1980, the Mississippi Supreme Court rendered its decision in State Tax Commission v. Fondren, 387 So.2d 712, affirming the decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, wherein the State Tax Commission was enjoined from accepting and approving assessment rolls from any county in the State for the tax year 1983 unless the State Tax Commission 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 State Tax Commission 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 State Tax Commission 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 State Tax Commission. 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 2012, are as follows:

| Taxpayer | Assessed Valuation | Taxes Collected |
|---|---|---|
| Mississippi Power | $13,540,400 | $1,538,866.46 |
| BellSouth | 7,036,841 | 799,736.98 |
| Hattiesburg Clinic | 6,846,312 | 759,025.08 |
| Kohler Co. | 7,675,638 | 543,789.65 |
| Wal-Mart | 7,947,853 | 541,444.30 |
| Western Container | 7,346,322 | 527,596.08 |
| Wesley Health Systems | 8,897,186 | 421,904.56 |
| W.R. Fairchild | 3,687,344 | 419,066.65 |
| BP Rexam Closure | 5,374,848 | 355,976.18 |
| Bennett York | 3,160,843 | 324,960.89 |
| Total | $71,513,587 | $6,232,366.83 |

SOURCE: Office of the City Clerk; October, 2013.

## DEBT INFORMATION

### Legal Debt Limit Statement

(as of October, 2013)

| | 15% Limit | 20% Limit |
|---|---|---|
| Authorized Debt Limit (Last Completed Assessment for Taxation - $420,789,275) | $63,118,391 | $84,157,855 |
| Present Debt Subject to Debt Limits | 28,500,000 | 28,500,000 |
| Margin for Further Debt Under Debt Limits | $34,618,391 | $55,657,855 |

### 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 October, 2013)

| Issue | Date of Issue | Outstanding Principal |
|---|---|---|
| General Obligation Refunding Bonds | 12/03/07 | $3,290,000 |
| General Obligation Water & Sewer Bonds | 03/04/09 | 5,955,000 |
| General Obligation Refunding Bonds | 05/14/09 | 2,780,000 |
| General Obligation Pool Loan Refunding Bonds | 12/21/09 | 7,815,000 |
| Taxable General Obligation Pool Loan Refunding Bonds | 06/24/10 | 2,295,000 |
| General Obligation Water & Sewer Bonds | 10/01/10 | 3,365,000 |
| General Obligation Note | 3/19/13 | 3,000,000 |
| Total | | $28,500,000 |

**Outstanding Revenue Bonded Debt**

(as of October, 2013)

| Issue | Date of Issue | Principal Outstanding |
|---|---|---|
| Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding Project)[24] | 08/01/06 | $10,440,000 |
| Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project)[25] | 03/29/12 | 12,025,000 |
| Total | | $22,465,000 |

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.

## Other Outstanding Long Term Debt

(as of September 30, 2012)

| Issue | Date of Issue | Outstanding Principal |
|---|---|---|
| SRF - Note 1[26] | 1987 | $ 601,008 |
| SRF - Note 2[21] | 1987 | 675,631 |
| General Obligation MBIA - State of Mississippi[27] | 1998 | 1,450,000 |
| SRF - Note 3[21] | 1987 | 541,023 |
| Tax Increment Limited Obligation Bonds[28] | 11/01/99 | 175,000 |
| Tax Increment Limited Obligation Bonds (Chauvet Square Project)[24] | 08/01/03 | 775,000 |
| Tax Increment Limited Obligation Bonds (Home Depot Project)[24] | 2004 | 240,000 |
| Tax Increment Limited Obligation Bonds (Chauvet Square Project Phase II) | 5/1/2007 | 1,260,000 |
| Tax Increment Limited Obligation Bonds (Turtle Creek Crossing) | 8/1/2007 | 2,960,000 |
| Tax Increment Limited Obligation Bonds (Lincoln Center) | 4/23/08 | 485,000 |
| Promissory Note (Hattiesburg, Mississippi Capital Projects & Acquisition Program)[29] | 11/1/08 | 333,167 |
| Tax Increment Limited Obligation Bonds (Turtle Creek Crossing Phase II) | 4/5/11 | 370,000 |
| Tax Increment Limited Obligation Bonds (Kohls) | 2012 | 640,000 |
| Hub City LOFTS | 2012 | 2,000,000 |
| Total | | $12,505,829 |

[26] 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 State Tax Commission 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.

[27] 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.

[28] 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.

[29] The Taxable General Obligation Refunding Bonds, Series 2010, dated July 15, 2010, partially refunded this promissory note. The full amount available under the promissory note was $3,000,000. The principal balance reflects funds drawn down to date less principal payments made as of August 1, 2010.

**Annual Debt Service Requirements**

| FY Ending September 30 | General Obligation Bonds | | |
|---|---|---|---|
| | Principal | Interest | Total |
| 2013 | $3,061,613.00 | $922,562.76 | $3,984,175.76 |
| 2014 | 3,174,912.00 | 830,062.26 | 4,004,974.26 |
| 2015 | 3,303,458.00 | 733,951.01 | 4,037,409.01 |
| 2016 | 3,422,262.00 | 632,648.76 | 4,054,910.76 |
| 2017 | 2,255,000.00 | 541,061.26 | 2,796,061.26 |
| 2018 | 2,345,000.00 | 466,410.01 | 2,811,410.01 |
| 2019 | 1,695,000.00 | 401,892.51 | 2,096,892.51 |
| 2020 | 1,770,000.00 | 347,291.26 | 2,117,291.26 |
| 2021 | 1,840,000.00 | 288,741.26 | 2,128,741.26 |
| 2022 | 1,920,000.00 | 226,143.76 | 2,146,143.76 |
| 2023 | 960,000.00 | 175,156.26 | 1,135,156.26 |
| 2024 | 1,010,000.00 | 137,495.02 | 1,147,495.02 |
| 2025 | 355,000.00 | 110,543.76 | 465,543.76 |
| 2026 | 370,000.00 | 95,608.76 | 465,608.76 |
| 2027 | 390,000.00 | 79,558.76 | 469,558.76 |
| 2028 | 410,000.00 | 62,493.76 | 472,493.76 |
| 2029 | 435,000.00 | 44,300.63 | 479,300.63 |
| 2030 | 460,000.00 | 24,992.50 | 484,992.50 |
| 2031 | 265,000.00 | 4,306.25 | 269,306.25 |
| Total | $29,442,245.00 | $6,125,220.55 | $35,567,465.55 |

## General Obligation Bonded Debt

| Issue | Fiscal Year Ended September 30 | | | | |
|---|---|---|---|---|---|
| | 2012 | 2011 | 2010 | 2009 | 2008 |
| General Obligation Refunding Bonds, Series A (11/29/01) | $ -0- | -0- | -0- | 50,000 | 90,000 |
| Taxable General Obligation Industrial Refunding Bonds, Series B (11/29/01) | -0- | -0- | -0- | 520,000 | 1,025,000 |
| General Obligation Bonds (12/01/01) | -0- | -0- | -0- | -0- | 7,060,000 |
| General Obligation Refunding Bonds (11/01/02) | -0- | -0- | -0- | -0- | 520,000 |
| General Obligation Refunding Bonds (12/3/07) | 3,870,000 | 4,420,000 | 4,950,000 | 5,455,000 | 5,945,000 |
| General Obligation Water & Sewer Bonds (03/04/09) | 6,365,000 | 6,760,000 | 7,140,000 | 7,500,000 | -0- |
| General Obligation Refunding Bonds (05/14/09) | 3,645,000 | 4,475,000 | 5,275,000 | 6,575,000 | -0- |
| General Obligation Pool Loan Refunding Bonds (12/21/09) | 8,535,000 | 9,230,000 | 9,950,000 | -0- | -0- |
| Taxable General Obligation Refunding Bonds (7/15/10) | 2,385,000 | 2,470,000 | 2,560,000 | -0- | -0- |
| General Obligation Water & Sewer Bonds (11/4/10) | 3,485,000 | 3,600,000 | -0- | -0- | -0- |
| General Obligation Note (8/16/11) | 1,157,245 | 1,425,800 | -0- | -0- | -0- |
| Total | $29,442,245 | $30,955,000 | $29,875,000 | $20,100,000 | $14,640,000 |

**Debt Ratios**

| FY Ended September 30 | General Obligation Debt | General Obligation Debt to Assessed Value |
|---|---|---|
| 2012 | $29,442,245 | 7.0% |
| 2011 | 30,955,000 | 7.2 |
| 2010 | 29,875,000 | 7.0 |
| 2009 | 20,100,000 | 5.3 |
| 2008 | 14,640,000 | 3.9 |

**Overlapping General Obligation Indebtedness**

(as of October, 2013)

| | 2010 Population | Current Assessed Valuation | General Obligation Bonded Debt | General Obligation Bonded Debt Per Capita |
|---|---|---|---|---|
| Forrest County | 74,935 | $609,097,124 | $29,985,000 | $400.14 |

| School District | Current Assessed Valuation | Total General Obligation Bonded Debt |
|---|---|---|
| Hattiesburg Public School District | $324,969,239 | $9,020,000[30] |

[30] Source: September 30, 2012 Audited Financial Statement of the District.

# APPENDIX B

# INFORMATION ON THE SYSTEM

# COMBINED WATER AND SEWER SYSTEM

## General

The City owns and operates through its Water & Sewer Department, a combined water and sewer system. The City has met all requirements set forth by the Mississippi Department of Natural Resources and the Environmental Protection Agency.

The water portion of the system utilizes 12 wells having a total capacity of 22.7 million gallons per day. Plant #1 located on Lakeview Road in north Hattiesburg is supplied by 4 wells having a total estimated capacity of 10 million gallons per day. The James Street Plant is supplied by four wells having a total estimated capacity of 6.16 million gallons per day. One additional well with a total estimated capacity of 2.16 million gallons per day, as well as a 1.0 million gallon per day elevated storage tank, are located west of Wesley Medical Center. The water portion of the System consists of approximately 252 miles of treated water transmission lines, approximately 1,750 fire hydrants and eight water storage tanks with a total estimated storage capacity of 13.95 million gallons. The water portion of the System serves approximately 16,000 connections with a service population of approximately 50,000.

The City's sewer portion of the System consists of 290 miles of lateral and outfall sewers, manholes spaced 200-500 feet apart; and 63 pumping stations and force mains. Treatment of sewage is provided by a 384-acre, four-celled aerated pond located in southeast Hattiesburg near Leaf River, as well as a five-celled aerated lagoon near the northeast City limits, with such treatment facilities having a total permitted treatment capacity of 24,000,000 gallons per day.

## Capital Improvement Program

The City will continue to make normal improvements, extensions and repairs to the System in general conformance with the City's Water and Wastewater Master plan.

## Combined Water and Sewer System Enterprise Fund

The System is maintained as a separate accounting entity and is operated as an "enterprise fund". It is used to account for water and sewer services provided to residents of the City and some residents outside its incorporated area. All activities necessary to provide such services are accounted for in this fund, including administration, engineering, plumbing and purification, transmission and distribution, financing and debt service, and billing and collections.

## Management of the System

The System is operated and maintained by the City's Water & Sewer Department. The government is governed by the City Council consisting of five members, under administrative control of the Mayor. The City Clerk and the Chief Financial Officer maintain the books of accounts and prepare financial statements for the System.

## Establishment of Rates

Rates for water and sewer services are established by the City Council, which, if a series of bonds are outstanding, must consider, among other things, the rate covenant contained in the bond resolution. Newly adopted rates become effective as to each user one month after they have been adopted by the City Council, provided however, that such newly adopted rates may become effective immediately upon the unanimous approval of the City Council based on a finding of good cause and a statement in the adopting ordinance of the reason why it is necessary that the new rates become effective immediately.

## Rate Structure

Billings for water and sewer charges are prepared by the City's Data Processing Department from data entry from customer accounts performed by the Water Department Billing Office. All customers are billed monthly. All billings are deposited into the City's Water & Sewer Revenue Fund. Monthly transfers are made the first day of the subsequent month to the Water & Sewer Operation & Maintenance Fund, the Water & Sewer Bond & Interest Funds and the Water & Sewer Construction Fund.

The minimum monthly service charge for water customers is $11.03 for 3,000 gallons. For any amount above 3,000 gallons, the charge is $3.32 per 1,000 gallons. The base sewer service charge is $3.32 per 1,000 gallons, with a minimum monthly charge of $11.03 for 3,000 gallons. For measured water flow, the base sewer service charge shall be ninety percent (100%) of the flow applied to the base water rate.

Sewer rates to customers outside the City limits are double the monthly charges for customers living inside the City.

The following is an estimated breakdown of total water and sewer charges for residential, commercial and industrial customers of the System as of September 30, 2011 (amounts contained in the following chart do not include miscellaneous charges):

| | Residential Customers | Commercial and Industrial Customers |
|---|---|---|
| Water charges: | $3,621,261 | $2,704,923 |
| Sewer charges: | $2,663,840 | $2,881,495* |
| TOTAL: | $6,113,498 | $5,586,418 |

*Includes treatment contract payments.

The City now provides sewer service to an area outside the City limits, a certificated area, which has its own rates regulated by the Public Service Commission, State of Mississippi. All other customers living outside the City limits shall pay double the monthly charges for water and sewer, and all connection and other service fees.

The total number of current water customers within the System is approximately 16,000. The total number of gallons of water used annually is approximately 3,200,000,000 gallons per year.

The ten largest users of water per gallon/per month are listed below:

| TEN LARGEST CUSTOMERS: | USAGE (gallons per month) |
|---|---|
| Marshall Durbin | 23,943,000 |
| USA Yeast | 13,500,000 |
| University of Southern MS | 9,335,000 |
| Forrest General Hospital | 6,757,000 |
| Marshall Durbin Poultry | 5,022,000 |
| Western Container | 2,598,000 |
| Wesley Medical Center | 2,043,000 |
| Coca Cola Bottling Company | 1,487,000 |
| Resinalle | 1,309,000 |
| Reserve at Park Place | 1,108,000 |
| Total: | 67,102,000 |

The capacity, peak daily load and average daily use for the water facilities of the System are as follows:

| Current Water System | Number of Gallons per day |
|---|---|
| Capacity | 24,000,000 |
| Peak daily load | 9,700,000 |
| Average daily usage | 9,000,000 |

The following rates shall be charged and collected for the water system:
$3.32 per 1,000 gallons with a minimum charge of $11.03.

A monthly minimum charge shall be made based on the different sized meters as follows:

| Meter Size | Minimum Charge | Gallons or Less |
|---|---|---|
| 5/8 inch | $11.03 | 3,000 |
| 3/4 inch | $11.03 | 3,000 |
| 1 inch | $11.03 | 3,000 |
| 1½ inch | $11.03 | 3,000 |
| 2 inches | $11.03 | 3,000 |
| 3 inches | $11.03 | 3,000 |
| 4 inches | $11.03 | 3,000 |
| 6 inches | $11.03 | 3,000 |
| 8 inches | $11.03 | 3,000 |

The total number of current sewer customers within the System is approximately 16,000. The ten largest users of sewer per gallon/per month are listed below:

| TEN LARGEST CUSTOMERS: | USAGE (gallons per month) |
|---|---|
| Marshall Durbin | 31,800,000 |
| City of Petal | 30,000,000 |
| USA Yeast | 24,000,000 |
| Lamar Park | 15,000,000 |
| Forrest General Hospital | 10,200,000 |
| University of Southern MS | 7,371,000 |
| Western Container | 1,725,000 |
| Southeastern Concrete | 1,434,000 |
| Inland Container | 1,341,000 |
| Southern Bone & Joint | 123,000 |
| TOTAL: | 122,994,000 |

The current capacity of the sewer system is as follows:

| Current Sewer System | Number of Gallons per day |
|---|---|
| Capacity | 24,000,000 |
| Peak daily load | 18,900,000 |
| Average daily usage | 13,400,000 |

The following rates shall be charged and collected for the sanitary sewer service:

| User | Minimum Charge |
|---|---|
| Residential, Commercial and Industrial users whose discharge is primarily segregated domestic water or wastes from sanitary conveniences. | $ 3.32 per 1,000 gallons of flow |
| Commercial and Industrial users whose discharge contains other containments than contained in domestic waste. | Commercial users are charged $ 3.32 per 1,000 gallons of flow. |
| Disposal of domestic wastes from septic tanks. | $15.00 up to 1000 gallons, $25.00 up to 2000 gallons, $ 10.00 per additional 1000 gallons |

Flow measurements will be water meter readings unless wastewater discharge differs from water usage, in which case, the user shall construct and maintain a monitoring system acceptable to the City Engineer, take and record flows and report to the City monthly).

**Revenues Available for Debt Service**

The following schedule, based on projections and information supplied by the City, sets forth the actual and projected Net Revenues of the System for the period of Fiscal Years 2007 to 2017, which were based on the City's rate schedules adopted in October, 1999, September, 2003, December, 2005 (5%), 2% rate adjustments in Fiscal Years 2007 and 2008, 10% rate adjustment in FY 2010, 5% rate adjustment in FY 2011, 10% rate adjustment in FY 2013 and 5% rate adjustment in FY 2013 – FY 2017. Historical calculations were based on actual data in the City's annual audits (Fiscal Years 2007 through 2010), as well as on unaudited calculations (Fiscal Year 2011). Projected debt service coverage for Fiscal Years 2013-2017 ranges from a low of 1.88 in 2013 to a high of 2.99 in 2017. The schedule should be reviewed based on the following assumptions:

1. Assuming 16,000 water customers and 16,000 sewer customers;
2. Water and sewer rates adopted in October, 2011 are currently in place with 10% rate adjustment in FY 2013 and 5% rate adjustment in FY 2013 – FY 2017;
3. Water and sewer usage is projected to remain constant;
4. Revenue projections assume 1% increase in each Fiscal Year; and
5. Expense projections assume 3% increase in each Fiscal Year.

**Statements of Revenues and Expenditures**

[1] Includes (i) 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 legally available revenues of the City including revenues of the City's System; provided, however, said debt does not have a lien on the

| | (2% rate adjustment) 2007 Audited | (2% rate adjustment) 2008 Audited | (15% rate adjustment) 2009 Audited | (10% rate adjustment) 2010 Audited | (5% rate adjustment) 2011 Unaudited | (10% rate adjustment) 2013 Projected | (5% rate adjustment) 2013 Projected | (5% rate adjustment) 2014 Projected | (5% rate adjustment) 2015 Projected | (5% rate adjustment) 2016 Projected | (5% rate adjustment) 2017 Projected |
|---|---|---|---|---|---|---|---|---|---|---|---|
| REVENUES: | | | | | | | | | | | |
| Total Operating Revenues | $8,537,545 | $9,197,894 | $9,907,131 | $12,245,747 | $11,877,823 | $13,065,605 | $13,718,885 | $14,404,829 | $15,125,070 | $15,881,323 | $16,675,389 |
| EXPENDITURES: | | | | | | | | | | | |
| Operating Expenditures | $5,348,650 | $5,796,629 | $5,787,915 | $7,869,859 | $6,959,949 | $7,168,747 | $7,383,809 | $7,605,323 | $7,833,483 | $8,068,487 | $8,310,542 |
| Debt Service on Existing Debt w/o Lien on Net Revenues[1] | 1,364,914 | 1,368,939 | 1,371,851 | 2,084,675 | 2,018,996 | 1,798,254 | 1,746,162 | $1,287,870 | $1,293,761 | $1,290,432 | $1,059,525 |
| Total Expenditures | $6,713,564 | $7,165,568 | $7,159,766 | $9,954,534 | $8,978,945 | $8,967,001 | $9,129,971 | $8,893,193 | $9,127,244 | $9,358,919 | $9,370,067 |
| TOTAL NET REVENUES AVAILABLE FOR DEBT | $1,823,981 | $2,032,326 | $2,747,365 | $2,291,213 | $2,898,878 | $4,098,604 | $4,588,914 | $5,511,636 | $5,997,826 | $6,522,404 | $7,305,322 |
| SERIES 2006 NOTE[2] | $1,571,214 | $1,573,356 | $1,568,356 | $1,572,156 | $1,569,356 | $1,570,156 | $1,569,356 | $1,566,356 | $1,570,856 | $1,567,356 | $1,568,356 |
| EXISTING TOTAL DEBT SERVICE WITH LIEN ON NET REVENUES | $1,571,214 | $1,573,356 | $1,568,356 | $1,572,156 | $1,569,356 | $1,570,156 | $1,569,356 | $1,566,356 | $1,570,856 | $1,567,356 | $1,568,356 |
| EXISTING DEBT SERVICE COVERAGE | 1.16 | 1.29 | 1.75 | 1.46 | 1.85 | 2.61 | 2.92 | 3.52 | 3.82 | 4.16 | 4.66 |
| SERIES 2013 NOTE[3] | | | | | | | $874,.575 | $878,575 | $877,200 | $875,575 | $873,700 |
| TOTAL DEBT SERVICE COVERAGE | | | | | | | 1.88% | 2.25% | 2.45% | 2.67% | 2.99% |

revenues of the City's System. The promissory note and loan agreement secure the Mississippi Development Bank $2,950,000 Taxable Special Obligation Bonds, Series 2002A (Hattiesburg, Mississippi Water and Sewer Improvements Project), dated May 1, 2002 (10 yrs. @ 5.698% net interest cost); (ii) 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 legally available revenues of the City including revenues of the City's System; provided, however, said debt does not have a lien on the revenues of the City's System. The promissory note and loan agreement secure the Mississippi Development Bank $450,000 Special Obligation Bonds, Series 2002B (Hattiesburg, Mississippi Water and Sewer Improvements Project), dated May 1, 2002 (10 yrs. @ 4.064% net interest cost.); (iii) State Revolving Loans; (iv) lease payments; and (v) Series 2009 General Obligation $7,500,000 Water & Sewer Bonds & Series 2010 General Obligation $3,600,000 Water & Sewer Bonds.

[2] $17,000,000 Mississippi Development Bank Special Obligation Bonds, Sr. 2006 (Hattiesburg, MS Combined Water & Sewer System Project) 15 yrs. @ 4.3462216% net interest cost.

[3] Preliminary, subject to change, Projected $_____,000 Mississippi Development Bank Special Obligation Bonds, Sr. 2013 (Hattiesburg, MS Combined Water & Sewer System Project) 20 yrs. @ net interest costs of 3.0628566%.

**DEBT SERVICE REQUIREMENTS FOR THE 2013 NOTE.**

| FY Ending September 30 | 2013 Note | | |
|---|---|---|---|
| | Principal | Interest[3] | Total Debt Service for 2013 Note |
| 2013 | | | |
| 2013 | | | |
| 2014 | | | |
| 2015 | | | |
| 2016 | | | |
| 2017 | | | |
| 2018 | | | |
| 2019 | | | |
| 2020 | | | |
| 2021 | | | |
| 2022 | | | |
| 2023 | | | |
| 2024 | | | |
| 2025 | | | |
| 2026 | | | |
| 2027 | | | |
| 2028 | | | |
| 2029 | | | |
| 2030 | | | |
| 2031 | | | |
| Totals | | | |

[3]Calculated based on interest rates set forth on inside of front cover.

# APPENDIX C

# FORM OF BOND COUNSEL OPINION

## FORM OF BOND COUNSEL OPINION

Upon the delivery of the Series 2013 Bonds, Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Bond Counsel, proposes to deliver an opinion in substantially the following form:

Mississippi Development Bank
Jackson, Mississippi

Re: Mississippi Development Bank $_____ Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated _____, 2013 (the "Series 2013 Bonds")

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance by the Mississippi Development Bank ("Issuer") of its above defined Series 2013 Bonds pursuant to an Indenture of Trust ("Indenture"), dated as of _____, 2013 between the Issuer and Hancock Bank, Jackson, Mississippi, as Trustee ("Trustee"). We have examined the law and a certified transcript of proceedings of the Issuer relative to the authorization, issuance and sale of the Series 2013 Bonds and such other papers as we deem necessary to render this opinion, including (a) the Issuer's tax covenants and representations made in the Indenture and in certain tax certificates of the Issuer, and (b) the tax covenants and representations of the City of Hattiesburg, Mississippi (the "City"), made in the Loan Agreement dated ____, 2013 (the "Loan Agreement") between the Issuer and the City and in certain tax certificates of the City (collectively, (a) and (b) constitute the "Tax Representations and Covenants"). The Series 2013 Bonds are secured by and entitled to the provisions of the Indenture on a parity one with another and with any Refunding Bonds which may be issue pursuant to the Indenture.

Capitalized terms not defined herein shall have the definitions set forth in the Indenture and the Loan Agreement.

We have relied upon the certified transcript of proceedings and other certificates of public officials, including the Tax Representations and Covenants, and have not undertaken to verify any facts by independent investigation.

Based upon our examination, we are of the opinion, as of the date hereof, as follows:

1. The Series 2013 Bonds are the valid and binding limited obligations of the Issuer enforceable in accordance with the terms thereof. The Series 2013 Bonds are payable from and secured only by the certain payments and funds to be received by the Issuer and the Trustee and pledged to the Series 2013 Bonds under the Indenture.

2. The Indenture is a valid and binding agreement of the Issuer enforceable in accordance with its terms. The Indenture creates the valid pledge which it purports to create of the Funds and Accounts of the Indenture and the City's Series 2013 Note issued by the City under the Loan Agreement, including the investments thereof, subject to the application thereof to the purposes and on the conditions permitted by the Indenture.

3. Under statutes, decisions, regulations and rulings existing on this date, interest on the Series 2013 Bonds is exempt form income taxation in the State of Mississippi. This opinion relates only to the tax exemption of interest on the Series 2013 Bonds from State of Mississippi income tax.

4. Under federal statutes, decisions, regulations and rulings exiting on this date, interest on the Series 2013 Bonds is excludable from gross income for purposes of federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended and in effect on this date (the "Code") and interest on the Series 2013 Bonds is not treated as a specific item of tax preference under Section 57 of the Code in calculating the alternative minimum tax imposed by Section 55 of the Code. Such interest, however, is includable in the calculation of adjusted current earnings of certain corporations for purposes of computing the alternative minimum tax imposed by the Code on certain corporations.

The opinions regarding the excludability from gross income of interest on the Series 2013 Bonds for federal income tax purposes under Section 103 of the Code are conditioned on continuing compliance by the Issuer and the City with the Tax Representations and Covenants. Failure of either the City or the Issuer to comply with the Tax Representations and Covenants could cause interest on the Series 2013 Bonds to lose the excludability from gross income for federal income tax purposes retroactive to their date of issue. No opinion is expressed upon the consequences of owning the Series 2013 Bonds under any section of the Code other than Section 103 and Section 57.

It is to be understood that the rights of the owners of the Series 2013 Bonds and the enforceability of the Series 2013 Bonds and the Indenture may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity.

In rendering the foregoing opinions, we have assumed the accuracy and truthfulness of all public records and of all certificates, resolutions, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We also have assumed the genuineness of the signatures appearing upon such public records, certifications, resolutions, documents and proceedings. In rendering this opinion we have relied upon the opinion of Balch & Bingham, LLP, acting as counsel for the Issuer, dated the date hereof, as to the due authorization and execution by and enforceability against the Issuer as to the Series 2013 Bonds and the Indenture.

Very truly yours,

BUTLER, SNOW, O'MARA, STEVENS & CANNADA, PLLC

# APPENDIX D

# FORM OF CONTINUING DISCLOSURE AGREEMENT

**CONTINUING DISCLOSURE AGREEMENT**
**BY AND AMONG THE MISSISSIPPI DEVELOPMENT BANK,**
**THE CITY OF HATTIESBURG, MISSISSIPPI**
**AND THE HANCOCK BANK, JACKSON, MISSISSIPPI,**
**AS TRUSTEE**

**DATED AS OF _____, 2013**

In Connection with the Sale and Issuance of $_____ Mississippi Development Bank Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated as of _____, 2013 (the "Series 2013 Bonds");

**WHEREAS,** the Mississippi Development Bank (the "Bank") has heretofore authorized the issuance of the Series 2013 Bonds which are more particularly described in the Official Statement of the Bank in connection with the Series 2013 Bonds, dated _____, 2013 (the "Official Statement"); and

**WHEREAS,** the Bank has sold the Series 2013 Bonds through competitive sale to Duncan-Williams, Inc., Memphis, Tennessee and Piper Jaffary & Co, Memphis, Tennessee, (together, the "Original Purchaser"); and

**WHEREAS,** in the Bond Purchase Agreement and the Preliminary Official Statement, dated _____, 2013 (the "Preliminary Official Statement"), the Bank has heretofore acknowledged that the Original Purchaser may not purchase or sell the Series 2013 Bonds unless it has reasonably determined that the Bank has undertaken in a written agreement for the benefit of the holders or beneficial owners of the Series 2013 Bonds to provide certain continuing disclosure information as required by Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule"), and the Bank desires to assist the Original Purchaser of the Series 2013 Bonds in complying with the Rule; and

**WHEREAS,** in order to assist the Original Purchaser in complying with the Rule, the Bank and the City of Hattiesburg, Mississippi (the "City") have agreed to enter into this Continuing Disclosure Agreement (the "Agreement") with Hancock Bank, Jackson, Mississippi (the "Trustee"), for the benefit of the holders from time to time of the Series 2013 Bonds to provide certain information as required by the Rule (as hereinafter defined).

**NOW, THEREFORE, THE BANK AND THE CITY HEREBY REPRESENT, COVENANT AND AGREE AS FOLLOWS:**

**SECTION 1. Definitions.** In addition to the terms defined above, the following capitalized terms shall have the meanings ascribed thereto below. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture.

**"Beneficial Owner"** shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2013 Bond (including persons holding Series 2013 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2013 Bond for federal income tax purposes.

**"City Annual Financial Information"** shall mean the information summarized herein below under the heading "Annual Financial Information - City Undertaking."

**"EMMA"** shall mean the Electronic Municipal Market Access System found at http://emma.msrb.org which is the electronic format prescribed by the MSRB pursuant to the Rule.

**"Fiscal Year"** shall mean, when used with respect to the City, a period beginning on October 1 in any year and ending on September 30 of the following year or such other twelve-month period as may be adopted by the City in accordance with law.

**"Independent Accountant"** shall mean any firm of certified public accountants appointed by the City which is independent pursuant to the Statement on Auditing Standards No. 1 of the American Institute of Certified Public Accountants or the State Auditor.

**"Listed Events"** shall mean any of the events listed in Section 6 of this Disclosure Agreement.

**"MSRB"** shall mean the Municipal Securities Rulemaking Board. The electronic filings with the MSRB shall be through EMMA.

**"Participating Underwriter"** shall mean Duncan-Williams, Inc., Memphis, Tennessee and Piper Jaffray & Co., Memphis, Tennessee.

**"Registered Owner"** shall mean the person or persons in whose name any Series 2013 Bond is registered on the registration records of the Bank held and maintained by the Trustee.

**"Repository"** shall mean the MSRB and each State Repository, if any.

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

**"State"** shall mean the State of Mississippi.

**"State Repository"** shall mean any public or private repository or entity designated by the State as a State repository for the purposes of the Rule. As of the date of this Disclosure Agreement, there is no State Repository.

**SECTION 3. General.** Nothing in this Disclosure Agreement shall prevent the Bank, or the City from disseminating any information in addition to that required by this Disclosure Agreement. If the Bank or the City disseminates any such additional information, neither the Bank nor the City, respectively, shall have any obligation to update such information or include it in any further materials disseminated. All expenses and any other costs incurred by the Bank, the City or the Trustee in complying with this Disclosure Agreement shall be paid by the City.

**SECTION 4. Bank Undertaking.** The Bank hereby agrees for the benefit of the Registered Owners and the Beneficial Owners of the Series 2013 Bonds to provide to each Repository, in a timely manner, notice of any Listed Events.

**SECTION 5. City Undertaking.** The City hereby agrees for the benefit of the Registered Owners and the Beneficial Owners of the Series 2013 Bonds to provide:

(a) to each Repository, no later than 360 days after the end of each Fiscal Year:

(1) the City Annual Financial Information relating to such Fiscal Year together with audited financial statements for such Fiscal Year if audited financial statements are then available; provided, however, that if audited financial statements are not then available, the City shall deliver or cause to be delivered such audited financial statements, if any, to each Repository, when they become available; or

(2) notice of the failure of the City to provide the City Annual Financial Information; and

(b) (1) to each Repository, in a timely manner, notice of any Listed Events; and

(2) to each Repository, in writing, in a timely manner, notice of any event which, in the opinion of an authorized officer of the City had, or will have, a material effect on the financial condition or operations of the City.

**SECTION 6.** (a) In addition to the provisions of Sections 4 and 5 above, the Bank and the City shall give or cause to be given notice of the occurrence of any of the following Listed Events with respect to the Series 2013 Bonds, in a timely manner not in excess of ten (10) business days after the occurrence thereof, if material. All fifteen (15) events mandated by the Rule are listed below; however, some may not apply to the Series 2013 Bonds:

(1) Principal and interest payment delinquencies.

(2) Non-payment related defaults.

(3) Unscheduled draws on debt service reserves reflecting financial difficulties.

(4) Unscheduled draws on the 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 security, or other material events affecting the tax status of the security.

(7) Modification to rights of security holders.

(8) Bond calls.

(9) Tender offers.

(10) Defeasances.

(11) Release, substitution or sale of property securing repayment of the securities.

(12) Rating changes.

(13) Bankruptcy, insolvency, receivership or similar event of the Bank or the City.

(14) Consummation of a merger, consolidation, or acquisition involving the Bank or the City or the sale of all or substantially all of the assets of the Bank or the City, 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.

(15) The appointment of a successor or additional trustee or the change of name of a trustee.

(b) Any Listed Event under subsection (a)(1), (3), (4), (5), (6), (9), (10), (12), or (13) of this Section will always be deemed to be material.

**SECTION 7. Annual Financial Information.**

**General.** The contents, presentation and format of the City Annual Financial Information may be modified from time to time as determined in the judgment of the City to conform to changes in the Rule to disclosure principles or practices and legal requirements followed by or applicable to the City, provided that such modifications shall comply with the requirements of the Rule.

**City Undertaking.** City Annual Financial Information is defined to include:

(a) a brief narrative discussion of the results of operations and financial condition of the City for such Fiscal Year; and

(b) updated financial and operating information relating to the City set forth in the tables and text in the following sections of the Official Statement: "APPENDIX A - INFORMATION ON THE CITY" and "APPENDIX B –INFORMATION ON THE SYSTEM."

**SECTION 8. Financial Statements.** The annual financial statements for the City for each Fiscal Year shall be prepared in accordance with generally accepted accounting principles in effect from time to time. Such financial statements shall be audited by an Independent Accountant.

**SECTION 9. Remedies.** This Disclosure Agreement is enforceable in accordance with its terms by any Registered Owner or Beneficial Owner of the Series 2013 Bonds either directly or as a third party beneficiary. Any Registered Owner or Beneficial Owner of the Series 2013 Bonds shall have the rights, for the equal benefit and protection of all Registered Owners and Beneficial Owners of the Series 2013 Bonds, by mandamus or other suit or proceeding at law or in equity, to enforce its rights against the Bank and the City and any of the officers, agents and employees of the Bank and the City, and to compel the Bank and the City or any such officers, agents or employees to perform and carry out their duties under their respective undertakings; provided that such rights shall be limited to an action to compel specific enforcement of the obligations of the Bank and the City hereunder and shall not include any rights to monetary damages.

The Trustee shall not be obligated or liable to any Registered Owner or Beneficial Owner of the Series 2013 Bonds or other party with respect to any aspect of the implementation, operation or enforcement of any undertaking set forth herein. If the Trustee is made a party to any litigation or legal action involving any undertaking, the City shall pay the legal fees and related costs and expenses of the Trustee in connection with such litigation or legal action.

**SECTION 10. Amendments.** This Disclosure Agreement may be amended, changed or modified pursuant to a written instrument signed by the Bank, the City and the Trustee, with the consent of the Insurer and without the consent of any of the Registered Owners and Beneficial Owners of the Series 2013 Bonds, (a) to comply with the provisions of the Rule, (b) to cure any ambiguity, remedy any omission, or cure or correct any defect or inconsistent provision in the undertakings of the Bank and the City, or (c) if the Bank or the City make a determination that any such amendment will not have a material adverse effect on the interests of the Registered Owners and Beneficial Owners of the Series 2013 Bonds; provided, that any such amendment, change or modification comply with the provisions of the Rule.

**SECTION 11. Parties in Interest; Governing Law.** This Disclosure Agreement is executed and delivered for the sole benefit of the Registered Owners and Beneficial Owners of the Series 2013 Bonds and shall be governed by the laws of the State.

**SECTION 12. Termination.** The undertaking of the Bank and the City hereunder shall terminate on the earlier of (a) _____ 1, 20__, in the event that the Series 2013 Bonds have not been issued by such date; (b) such date that the Rule, or the provisions thereof are no longer effective; or (c) the date upon which there are no Series 2013 Bonds Outstanding (as defined in the Indenture).

**SECTION 13. Counterparts.** This Disclosure 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 instrument.

**IN WITNESS WHEREOF,** the Bank, the City and the Trustee have caused this Disclosure Agreement to be executed by their respective officers, duly authorized, all as of this _____ day of_____, 2013.

**MISSISSIPPI DEVELOPMENT BANK**

**By**_____
**Executive Director**

**ATTEST:**

**By:**_____
**Secretary**

**(SEAL)**

**THE CITY OF HATTIESBURG, MISSISSIPPI**

**By**_____
**Mayor**

**ATTEST:**

**By:** Connie Everett (DC)
**City Clerk**

**ACCEPTED BY:**

**HANCOCK BANK**
**JACKSON, MISSISSIPPI, as Trustee**

**By**_____
**Title**_____

# APPENDIX E

## CITY OF HATTIESBURG MISSISSIPPI
## AUDITED FINANCIAL STATEMENTS FOR YEAR ENDED SEPTEMBER 30, 2012
## AND
## BUDGET FOR FISCAL YEAR ENDING SEPTEMBER 30, 2014

**FINANCIAL STATEMENTS AND SUPPLEMENTAL INFORMATION FOR YEAR ENDED SEPTEMBER 30, 2012**

**BUDGET FOR FISCAL YEAR ENDING**
**SEPTEMBER 30, 2014**

## EXHIBIT F

## SPECIMEN BOND INSURANCE POLICY

# EXHIBIT D

# FORM OF BOND PURCHASE AGREEMENT

Jackson 7400517v1

**$28,000,000**
**MISSISSIPPI DEVELOPMENT BANK**
**SPECIAL OBLIGATION BONDS, SERIES 2013**
**(HATTIESBURG, MISSISSIPPI COMBINED**
**WATER AND SEWER SYSTEM REFUNDING AND CONSTRUCTION PROJECT)**

**BOND PURCHASE AGREEMENT**

_____, 2013

Attention: William T. Barry, Executive Director
Mississippi Development Bank
735 Riverside Drive, Suite 300
Jackson, Mississippi 39202

Ladies and Gentlemen:

The undersigned Duncan-Williams, Inc., Memphis, Tennessee (the "Underwriter"), offers to enter into the following agreement with the Mississippi Development Bank (the "Bank") and the City of Hattiesburg, Mississippi (the "City") which, upon your acceptance of this offer as evidenced by your execution hereof, will be in full force and effect in accordance with its terms and binding upon you, the Underwriter and the City.

This offer is made subject to acceptance by you of this agreement on or before 4:00 o'clock P.M., Central Daylight Savings Time on _____, 2013. Unless otherwise provided, the terms used in this Bond Purchase Agreement shall have the meanings set forth in the form of the Indenture of Trust to be dated as of the date of delivery of the Series 2013 Bonds, as hereinafter defined (the "Indenture "), by and between the Bank and Hancock Bank, Jackson, Mississippi (the "Trustee"), as previously approved by the Bank.

1. Upon the terms and conditions and upon the basis of the representations, warranties and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from the Bank for offering to the public, and the Bank hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of the $28,000,000 aggregate principal amount of the Bank's Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) (the "Series 2013 Bonds"), at the purchase price of $_____ (such price representing the principal amount of the Series 2013 Bonds plus $_____ of reoffering premium less $_____ of original issue discount). The Series 2013 Bonds will be limited obligations of the Bank and will be issued under and pursuant to, and are to be secured by, the Indenture. The Series 2013 Bonds shall mature on the date or dates as stated, shall bear interest payable on _____1, 20___, and semiannually thereafter on ____ 1 and ____ 1 in each year, at the rate or rates as stated, shall be redeemable prior to maturity and shall have the other terms and provisions as stated in the Indenture.

2. The Underwriter intends to make an initial bona fide public offering of all of the Series 2013 Bonds at the initial public offering price or prices (or at yield or yields) set forth on

**EXHIBIT I**. After such initial bona fide public offering, the Underwriter reserves the right to change such initial offering price or prices (or yield or yields) without any requirement of prior notice. The foregoing notwithstanding, the Underwriter may offer and sell the Series 2013 Bonds to certain dealers (including dealers depositing the Series 2013 Bonds into investment trusts) at prices lower (or yields higher) than the public offering prices (or yields) set forth in **EXHIBIT I**. In making such initial offering, the Underwriter agrees to comply with all securities laws, rules and regulations applicable to the Underwriter and the Series 2013 Bonds in connection with such initial offering.

3. As soon as practicable after the date hereof, and in any event not later than seven business days from the date hereof, the Bank shall deliver to the Underwriter not to exceed 10 copies of the final Official Statement dated the date hereof (the "Official Statement"), at the cost of the City executed by the Bank (which Official Statement shall be substantially in the form of the Preliminary Official Statement dated _____, 2013 (the "Preliminary Official Statement"), incorporating only such changes as are contained in the draft Official Statement and such other changes from such Preliminary Official Statement as are approved by the Bank, the Underwriter and the City. The Bank and City authorize the use of the Official Statement (or drafts thereof prior to availability of the Official Statement) in connection with the public offering or sale of the Series 2013 Bonds and ratify and approve the prior use of the Preliminary Official Statement. If between the date of this Bond Purchase Agreement and the date which is 90 days after the end of the underwriting period for the Series 2013 Bonds, as defined in paragraph (e)(2) of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 ("Rule 15c2-12"), any event shall occur or be discovered which would cause the Official Statement to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Bank and the City shall notify the Underwriter thereof, and if in the opinion of the Bank and the City or the Underwriter such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Bank and the City, at the sole expense of the City, will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter and will furnish such supplemented or amended Official Statement to the Underwriter in sufficient quantity to enable the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12 and the Rules of the Municipal Securities Rulemaking Board (the "MSRB"); provided, however, that if such event shall occur on or prior to the Closing (as hereinafter defined) and if in the opinion of the Underwriter the occurrence of such event materially and adversely affects the market for the Series 2013 Bonds, the Underwriter in its sole discretion shall have the right to terminate its obligations hereunder by written notice to the Bank and the City (whereupon the Bank and the City shall have no obligation under this paragraph to supplement or amend the Official Statement), and thereafter the Underwriter shall be under no obligation to purchase and pay for the Series 2013 Bonds. The Bank and the City agree that they shall not, prior to the date which is 90 days after the end of the underwriting period, adopt any amendment of or supplement to the Official Statement except as set forth in this paragraph. The Underwriter agrees to notify the Bank and the City of the end of such underwriting period; provided that the failure to give such notice shall not affect the Bank's responsibilities herein.

The City will reimburse the Underwriter against any losses, claims, damages or liabilities, joint or several, to which the Underwriter may become subject insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any

untrue statement or alleged untrue statement of any material fact contained in the Official Statement, or any amendment or supplement thereto, or arise out of or are based upon the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading; and the City will reimburse the Underwriter for any legal or other expenses reasonably incurred by the Underwriter in connection with investigating or defending any such action or claim. The obligations of the City in this paragraph shall be in addition to any other obligations which the City may otherwise have.

The Bank represents that it has, or agrees to: authorize, execute and deliver the Indenture, this Bond Purchase Agreement and the Loan Agreement, to be dated as of the delivery date of the Series 2013 Bonds, between the City and the Bank (the "Loan Agreement"), which is secured by the City's $28,000,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) (the "Series 2013 Note"), and which is to be executed by the City and assigned by the Bank to the Trustee, and the Continuing Disclosure Agreement relating to the Series 2013 Bonds (the "Continuing Disclosure Agreement") prior to the Closing Date with only such changes therein from the forms thereof on the date hereof as are approved by the Underwriter, the Closing in all events to be deemed such approval.

The City has authorized and agrees to execute and deliver the Loan Agreement, the Series 2013 Note, this Bond Purchase Agreement and the Continuing Disclosure Agreement.

4. The Bank hereby represents and warrants to and covenants with the Underwriter that:

(a) The Bank is and will be as of the date of the Closing a public body corporate and politic of the State of Mississippi.

(b) The Bank is and will be as of the date of Closing authorized under the laws of the State of Mississippi, including particularly the Act to: (i) adopt such resolutions as are necessary to approve the issuance of the Series 2013 Bonds; (ii) issue the Series 2013 Bonds for the purposes described in the Official Statement; (iii) lend the proceeds of the Series 2013 Bonds to the City for the purposes set forth in the Official Statement; (iv) enter into, execute and deliver this Bond Purchase Agreement, the Indenture, the Loan Agreement, the Continuing Disclosure Agreement and the Official Statement; and (v) pledge and assign to the Trustee certain of the Bank's rights under the Loan Agreement and the Series 2013 Note, pursuant to the Indenture, as security for the payment of the Series 2013 Bonds.

(c) The Bank has full power and authority to consummate the transactions contemplated to be consummated by it pursuant to this Bond Purchase Agreement, the Series 2013 Bonds, the Indenture, the Loan Agreement and the Official Statement.

(d) The information contained in the sections of the Preliminary Official Statement and the Official Statement captioned "INTRODUCTION" (to the extent applicable to the Bank), "Purpose of the Series 2013 Bonds", "THE MISSISSIPPI DEVELOPMENT BANK", "LITIGATION" (to the extent applicable to the Bank), and "VALIDATION" is, in the case of the Preliminary Official Statement, and, in the case of

the Official Statement will be on the date thereof and as of the date of Closing, true and correct in all material respects; such sections of the Preliminary Official Statement do not contain and such sections of the Official Statement will not, as of the date of delivery of the Official Statement or as of the date of Closing, contain any untrue statement of a material fact; and such sections of the Preliminary Official Statement do not omit and such sections of the Official Statement will not omit as of the date of delivery of the Official Statement or the date of Closing, to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(e) The Bank shall have prior to the Closing duly authorized all necessary action to be taken by it for (i) the issuance and sale of the Series 2013 Bonds upon the terms set forth herein, in the Official Statement and in the Indenture; (ii) the loan of the proceeds thereof to the City and the use of such proceeds as contemplated by the Official Statement; (iii) the execution, delivery and/or receipt of this Bond Purchase Agreement, the Indenture, the Loan Agreement, the Series 2013 Bonds, the Continuing Disclosure Agreement and the Official Statement, the approval and the execution, delivery, receipt and/or approval of any and all such other agreements and documents as may be required to be executed, delivered and received by the Bank in order to carry out, give effect to and consummate the transactions contemplated hereby and by the Official Statement; and (iv) the effectuation and consummation of the transactions contemplated by this Bond Purchase Agreement, the Official Statement, the Indenture and the Loan Agreement.

(f) The Series 2013 Bonds, when issued, delivered and paid for as herein and in the Indenture provided, will have been duly authorized and issued and will constitute valid and binding special limited obligations of the Bank enforceable in accordance with their terms and entitled to the benefits and security of the Indenture (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights from time to time in effect and further subject to the availability of equitable remedies).

(g) No event affecting the Bank has occurred since the date of the Preliminary Official Statement, or is expected by the Bank to occur, which should be described in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which they were made, not misleading.

(h) The resolution of the Bank, authorizing the issuance and sale of the Series 2013 Bonds adopted on _____, 2013 (the "Bank Resolution"), has not been modified, amended or repealed and is in full force and effect on the date hereof.

(i) The Bank will direct the Trustee to apply the proceeds from the sale of the Series 2013 Bonds immediately after the Closing as specified in the Indenture and in any instructions delivered at Closing by an authorized officer of the Bank.

(j) The Bank is in compliance with all material laws and regulations applicable to it and its operations which, if violated by the Bank, could adversely affect

the Bank's ability to take the actions contemplated hereby and by the Official Statement, the Loan Agreement, the Indenture and the Continuing Disclosure Agreement.

(k) The Bank is not, in any way which could adversely affect the Bank's ability to take the actions contemplated hereby and by the Official Statement, the Loan Agreement, the Continuing Disclosure Agreement and the Indenture, in breach of or in default under any existing law, court or administrative regulation, decree, order, agreement, indenture, mortgage, lease, sublease or other instrument to which it is a party or by which it or its property is or may be bound, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default thereunder which could adversely affect the Bank's ability to take the actions contemplated hereby or by the Official Statement, the Loan Agreement or the Indenture.

(l) The execution and delivery by the Bank of this Bond Purchase Agreement, the Official Statement, the Series 2013 Bonds, the Indenture, the Loan Agreement, the Continuing Disclosure Agreement and the other documents contemplated hereby and by the Preliminary Official Statement, the assignment to the Trustee of certain of the Bank's rights under the Loan Agreement and the Series 2013 Note and the compliance by the Bank with the provisions of each of the foregoing documents will not, to any extent or in any way which could adversely affect the Bank's ability to take the actions contemplated hereby and by the Loan Agreement, the Continuing Disclosure Agreement and the Indenture, conflict with or constitute on the part of the Bank a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage or loan agreement by which the Bank or its property is or may be bound.

(m) Other than the anticipated court proceedings to validate the Series 2013 Bonds, no litigation or proceeding to which the Bank is a party is pending or, to the knowledge of the Bank, threatened against or affecting the Bank (i) contesting the due organization or valid existence of the Bank, (ii) to restrain or enjoin the issuance or delivery of the Series 2013 Bonds, the application of the proceeds thereof, the functioning of the Bank or the payment, collection or application of revenues pursuant to the Indenture, the Loan Agreement or the Series 2013 Note, (iii) in any way contesting or affecting any authority for, or the validity or execution of the Series 2013 Bonds, the Indenture, the Loan Agreement or this Bond Purchase Agreement, the application of the proceeds of the Series 2013 Bonds or the payment, collection or application of revenues or the pledge thereof pursuant to the Indenture, Loan Agreement or the Series 2013 Note, or (iv) in any way contesting the right and power of the Bank to take the actions to be taken by the Bank contemplated by such documents. To the knowledge of the Bank, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any Court, public board or body pending or threatened against or affecting the Bank (or any meritorious basis therefor) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Official Statement or the validity of any agreement or instrument to which the Bank is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement.

(n) The Bank covenants that between the date hereof and the Closing it will not take any action or permit any action within its control to be taken which will cause the representations and warranties of the Bank made herein to be untrue as of the Closing.

(o) The Bank agrees to cooperate with the Underwriter in any endeavor to qualify the Series 2013 Bonds for offering and sale under the securities or "blue sky" laws of such jurisdictions of the United States as the Underwriter may request. The Bank consents to the use of drafts of the Preliminary Official Statement and drafts of the Official Statement prior to the availability of the Official Statement by the Underwriter in obtaining such qualification.

(p) The Bank agrees that all representations, warranties and covenants made by it hereunder shall remain in full force and effect despite any investigation by or on behalf of the Underwriter and shall survive any termination of this Bond Purchase Agreement.

5. The City hereby represents and warrants to and covenants with the Underwriter that:

(a) The City is and will be as of the date of the Closing a municipality organized and existing under the laws of the State of Mississippi.

(b) The City is and will be as of the date of Closing authorized under the laws of the State of Mississippi, including particularly the Act to: (i) adopt such resolutions as are necessary to approve the borrowing of the proceeds of the Series 2013 Bonds; (ii) execute and deliver the Series 2013 Note for the purposes described in the Official Statement; (iii) borrow the proceeds of the Series 2013 Bonds from the Bank for the purposes set forth in the Official Statement; (iv) enter into, execute and deliver this Bond Purchase Agreement, the Loan Agreement, the Series 2013 Note and the Continuing Disclosure Agreement; and (v) approve the pledge and assignment to the Trustee of certain of the Bank's rights under the Loan Agreement and the Series 2013 Note, pursuant to the Indenture, as security for the payment of the Series 2013 Bonds.

(c) The City has full power and authority to consummate the transactions contemplated to be consummated by it pursuant to this Bond Purchase Agreement, the Series 2013 Bonds, the Indenture, the Loan Agreement, the Series 2013 Note, the Continuing Disclosure Agreement and the Official Statement.

(d) The information contained in the Preliminary Official Statement and the Official Statement is, in the case of the Preliminary Official Statement, and, in the case of the Official Statement will be on the date thereof and as of the date of Closing, true and correct in all material respects; the Preliminary Official Statement does not contain and the Official Statement will not, as of the date of delivery of the Official Statement or as of the date of Closing, contain any untrue statement of a material fact; and the Preliminary Official Statement does not omit and the Official Statement will not omit as of the date of delivery of the Official Statement or the date of Closing, to state a material fact required

to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(e) The City shall have prior to the Closing duly authorized all necessary action to be taken by it for (i) approving the borrowing of the proceeds of the Series 2013 Bonds from the Bank and the use of such proceeds as contemplated by the Official Statement; (ii) the execution, delivery and/or receipt of this Bond Purchase Agreement, the Loan Agreement, the Series 2013 Note, the Continuing Disclosure Agreement and the Official Statement, the approval and the execution, delivery, receipt and/or approval of any and all such other agreements and documents as may be required to be executed, delivered and received by the City in order to carry out, give effect to and consummate the transactions contemplated hereby and by the Official Statement; and (iii) the effectuation and consummation of the transactions contemplated by this Bond Purchase Agreement, the Official Statement, the Series 2013 Note, the Continuing Disclosure Agreement, the Indenture and the Loan Agreement.

(f) The Series 2013 Note, when issued, delivered and paid for as herein and in the Indenture provided, will have been duly authorized and issued and will constitute a valid and binding obligation of the City enforceable in accordance with its terms (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights from time to time in effect and further subject to the availability of equitable remedies).

(g) No event affecting the City has occurred since the date of the Preliminary Official Statement, or is expected by the City to occur, which should be described in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of which they were made, not misleading.

(h) The resolution of the City, authorizing the borrowing of the proceeds of the Series 2013 Bonds, adopted on _____, 2013 (the "City Resolution"), has not been modified, amended or repealed and is in full force and effect on the date hereof.

(i) The City will direct the Bank to apply the proceeds from the sale of the Series 2013 Bonds immediately after the Closing as specified in the Indenture and in any instructions delivered at Closing by an authorized officer of the City.

(j) The City is in compliance with all material laws and regulations applicable to it and its operations which, if violated by the City, could adversely affect the City's ability to take the actions contemplated hereby and by the Official Statement, the Loan Agreement, the Indenture and the Continuing Disclosure Agreement.

(k) The City is not, in any way which could adversely affect the City's ability to take the actions contemplated hereby and by the Official Statement, the Loan Agreement, the Series 2013 Note, the Continuing Disclosure Agreement and the Indenture, in breach of or in default under any existing law, court or administrative regulation, decree, order, agreement, indenture, mortgage, lease, sublease or other

instrument to which it is a party or by which it or its property is or may be bound, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default thereunder which could adversely affect the City's ability to take the actions contemplated hereby or by the Official Statement, the Loan Agreement, the Series 2013 Note, the Continuing Disclosure Agreement or the Indenture.

(l) The execution and delivery by the City of this Bond Purchase Agreement, the Series 2013 Note, the Loan Agreement, the Continuing Disclosure Agreement and the other documents contemplated hereby and by the Preliminary Official Statement, the Official Statement and the Series 2013 Note and the compliance by the City with the provisions of each of the foregoing documents will not, to any extent or in any way which could adversely affect the City's ability to take the actions contemplated hereby and by the Loan Agreement, the Continuing Disclosure Agreement and the Indenture, conflict with or constitute on the part of the City a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage or loan agreement by which the City or its property is or may be bound.

(m) Other than the anticipated court proceedings to validate the Series 2013 Bonds, no litigation or proceeding to which the City is a party is pending or, to the knowledge of the City, threatened against or affecting the City (i) contesting the due organization or valid existence of the City, (ii) to restrain or enjoin the issuance or delivery of the Series 2013 Bonds or the Series 2013 Note, the application of the proceeds thereof, the functioning of the City or the payment, collection or application of revenues pursuant to the Indenture, the Loan Agreement, or the Series 2013 Note, (iii) in any way contesting or affecting any authority for, or the validity or execution of the Series 2013 Bonds, the Indenture, the Loan Agreement and the Continuing Disclosure Agreement or this Bond Purchase Agreement, the application of the proceeds of the Series 2013 Bonds or the payment, collection or application of revenues or the pledge thereof pursuant to the Indenture, the Loan Agreement or the Series 2013 Note, or (iv) in any way contesting the right and power of the City to take the actions to be taken by the City contemplated by such documents. To the knowledge of the City, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any Court, public board or body pending or threatened against or affecting the City (or any meritorious basis therefor) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Official Statement or the validity of any agreement or instrument to which the City is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement.

(n) The City covenants that between the date hereof and the Closing it will not take any action or permit any action within its control to be taken which will cause the representations and warranties of the City made herein to be untrue as of the Closing.

(o) The City agrees to cooperate with the Underwriter in any endeavor to qualify the Series 2013 Bonds for offering and sale under the securities or "blue sky"

laws of such jurisdictions of the United States as the Underwriter may request. The City consents to the use of drafts of the Preliminary Official Statement and drafts of the Official Statement prior to the availability of the Official Statement by the Underwriter in obtaining such qualification.

(p) The City agrees that all representations, warranties and covenants made by it hereunder shall remain in full force and effect despite any investigation by or on behalf of the Underwriter and shall survive any termination of this Bond Purchase Agreement.

6. At 10:00 o'clock A.M., Central Daylight Savings Time, on _____, 2013 or at such other time or such other date, as shall have been mutually agreed upon by the Bank, the City and the Underwriter, the Bank will deliver, or cause to be delivered, to the Underwriter the Series 2013 Bonds, in a form acceptable to Bond Counsel, duly executed and duly authenticated by the Trustee, together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price of the Series 2013 Bonds in immediately available funds by check or wire transfer or transfers.

Delivery of the Series 2013 Bonds as aforesaid shall be made at such location in New York, New York as is mutually agreed upon by the Underwriter, the Bank and the Trustee. Concurrent with such delivery, the Bank and the City shall deliver the certificates, reports and documents described in Section 8 hereof at the offices of Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Ridgeland, Mississippi. Such delivery is herein called the "Closing." The Series 2013 Bonds will be delivered to The Depository Trust Company as definitive fully registered bonds in denominations equal to the principal amount of each maturity and will be registered in the name of "Cede & Co.," as nominee for The Depository Trust Company.

The Underwriter shall have the right to cancel its obligation to purchase the Series 2013 Bonds if between the date hereof and the Closing, (a) legislation shall be enacted or be pending for consideration for enactment by the Congress of the United States, or adopted or pending for consideration by either House of Congress, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of competent jurisdiction of the United States or the United States Tax Court shall be rendered, or a ruling, regulation, temporary regulation or official release or statement by or on behalf of any agency of the federal government shall be made or proposed to be made which, in the reasonable judgment of the Underwriter materially adversely affects the market price or marketability of the Series 2013 Bonds, or the market price or marketability generally of obligations of the general character of the Series 2013 Bonds, (b) there shall be proposed or pending for consideration any legislative body (or committee thereof) of the State of Mississippi, or any such legislation shall have been adopted or approved, which, in the reasonable judgment of the Underwriter has the effect of adversely affecting the exemption of interest on the Series 2013 Bonds from all Mississippi taxation, except estate and transfer taxes, (c) any event shall have occurred or information shall have become known which, in the reasonable judgment of the Underwriter either (i) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or (ii) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein under the circumstances in which made not misleading in any material respect, (d) legislation

shall be enacted, or be pending for consideration for enactment by the Congress of the United States, or a decision by a court of competent jurisdiction of the United States shall hereafter be rendered, or a ruling or regulation by the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall hereafter be made, the effect of which is that (i) Series 2013 Bonds are not exempt from the registration, qualification or other similar requirements of the Securities Act of 1933, as amended and as then in effect, and the Securities Exchange Act of 1934, as amended, and as then in effect, or (ii) the Indenture is not exempt from the registration, qualification or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect, (e) a stop order, ruling or regulation by the Securities and Exchange Commission shall be issued or made, the effect of which is that the issuance, offering, and sale of the Series 2013 Bonds, or of obligations of the general character of the Series 2013 Bonds, is in violation of any provision of the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect, (f) there shall have occurred any outbreak of hostilities or other national or international emergency, the effect of such outbreak or emergency, on the financial markets of the United States which, in the reasonable judgment of the Underwriter would materially adversely affect the market price or marketability of the Series 2013 Bonds, (g) there shall be in force a general suspension of trading on the New York Stock Exchange or the fixing of maximum or minimum prices for securities on said Exchange, (h) a general banking moratorium shall have been declared by federal, Mississippi or New York authorities or an extraordinary major financial crisis shall have occurred which, in the reasonable judgment of the Underwriter, would make the marketing of Series 2013 Bonds generally impractical, or (i) a supplement or amendment shall have been made to the Official Statement subsequent to the date hereof which in the reasonable judgment of the Underwriter materially adversely affects the marketability of the Series 2013 Bonds or the market price thereof, unless such supplement or amendment shall have been agreed to in writing by the Underwriter.

7. The obligations of the Underwriter hereunder to purchase the Series 2013 Bonds shall be subject to the performance by the Bank of its obligations to be performed hereunder at and prior to the Closing, to the performance by the City of its obligations to be performed hereunder at or prior to the Closing, to the accuracy in all material respects, in the reasonable judgment of the Underwriter, of the representations and warranties of the Bank and of the City herein, in both cases, as of the date hereof and as of the time of the Closing and, in compliance with the following conditions:

(a) At the time of the Closing, (i) the Indenture, the Loan Agreement, the Series 2013 Note and the Continuing Disclosure Agreement shall have been executed by the party or parties thereto and shall be in full force and effect and the forms of such instruments and the form of the Official Statement as of the date hereof shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, the Closing in all events however to be deemed such approval, (ii) the Bank and the City shall have duly adopted and there shall be in full force and effect such resolutions as shall, in the opinion of Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Jackson, Mississippi ("Bond Counsel"), be necessary in connection with the transactions contemplated hereby, (iii) the representations and warranties of the Bank provided in Section 4 hereof and of the City in Section 5 hereof shall be true, complete and correct in all material respects as if then made, (iv) the Bank and the City shall

perform or have performed all obligations required under or specified in this Bond Purchase Agreement to be performed at or prior to the Closing, and (v) the proceeds of the sale of the Series 2013 Bonds shall be applied and deposited as described in the Official Statement.

(b) At or prior to the Closing, the Bank shall have delivered the Series 2013 Bonds and shall have assigned and delivered the Series 2013 Note to the Trustee.

(c) At or prior to the Closing, the Underwriter shall receive the following documents:

(A) the approving opinion of Bond Counsel dated the date of the Closing, substantially in the form attached as an exhibit to the Preliminary Official Statement, together with letter to the Underwriter authorizing reliance thereon;

(B) an opinion, dated the date of Closing, of counsel for the Bank, in form and content reasonably acceptable to the Underwriter, either addressed to the Underwriter or accompanied by a letter to the Underwriter authorizing reliance thereon;

(C) an opinion, dated the date of the Closing, of counsel for the City, in form and content reasonably acceptable to the Underwriter, either addressed to the Underwriter or accompanied by a letter to the Underwriter authorizing reliance thereon;

(D) a certificate of the City, addressed to the Bank and the Underwriter, dated the date of the Closing, signed by authorized officers of the City, in form and content reasonably acceptable to the Underwriter;

(E) a certificate of the Bank dated the date of the Closing and signed by an appropriate official or representative of the Bank, in form and content reasonably acceptable to the Underwriter;

(F) 100 copies of the Official Statement executed on behalf of the Bank by the Executive Director of the Bank;

(G) an opinion of Bond Counsel with respect to certain provisions of the Official Statement, in form and content reasonably acceptable to the Underwriter;

(H) executed or conformed copies each of the Indenture, the Loan Agreement, the Continuing Disclosure Agreement and the Series 2013 Note duly executed by the parties thereto;

(I) a certified copy of the Bank Resolution of the Bank authorizing, approving or ratifying the execution and delivery of the Series 2013 Bonds, the Indenture, the Preliminary Official Statement, the Official Statement, the Loan

Agreement, the Continuing Disclosure Agreement and this Bond Purchase Agreement;

(J) certified copies of City Resolution of the City authorizing the execution and delivery of the Preliminary Official Statement, the Official Statement, the Loan Agreement, the Series 2013 Note and the Continuing Disclosure Agreement, together with a certification as to incumbency of officers;

(K) a certificate of the Trustee to the effect that (i) all moneys and securities delivered to the Trustee under and pursuant to the Indenture have been duly deposited to the credit of the appropriate funds established under or in accordance with the Indenture or otherwise applied as provided in the Indenture, (ii) the Indenture has been duly executed and delivered by the Trustee, (iii) the Series 2013 Bonds have been authenticated and (iv) the Trustee has no knowledge of any default under the Indenture;

(L) evidence of validation of the Series 2013 Bonds by judgment of the Chancery Court of the First Judicial District of Hinds County, Mississippi;

(M) Rating letter evidencing that Moody's Investors Service has assigned a rating of "A-1" to the Series 2013 Bonds; and

(N) such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request to evidence compliance by the Bank and the City with legal requirements, the truth and accuracy, as of the time of Closing, of their respective representations contained herein and the due performance or satisfaction by each thereof at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by each thereof.

The Bank and the City will furnish the Underwriter with additional conformed copies of such opinions, certificates, letters and documents as the Underwriter reasonably requests.

If either the Bank or the City shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement, or if the obligations of the Underwriter to purchase and accept delivery of the Series 2013 Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the Bank shall be under further obligation hereunder. However, the Underwriter may, in its sole discretion, waive one or more of the conditions imposed by this Bond Purchase Agreement for the protection of the Underwriter and proceed with the Closing contemplated hereby.

8. All representations, warranties and agreements of the Bank and the City herein shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter, and shall survive any termination of this Bond Purchase Agreement by the Underwriter pursuant to the terms hereof.

9. The Bank will pay or cause to be paid from, but only from, the proceeds of the Series 2013 Bonds, and other moneys provided by the City, all expenses incident to the performance of the Bank's obligations under this Bond Purchase Agreement, including, but not limited to, mailing or delivery of the Series 2013 Bonds, costs of printing the Series 2013 Bonds, the Preliminary Official Statement, and the Official Statement, including the mailing and delivery thereof by the printer, fees and disbursements of Bond Counsel, expenses of the Bank, fees for bond ratings, costs and expenses of preparing and reproducing this Bond Purchase Agreement, the Indenture, the Loan Agreement, the Series 2013 Note and the Continuing Disclosure Agreement and fees and expenses of the Trustee. The Underwriter shall pay the cost of all advertising expenses in connection with the public offering of the Series 2013 Bonds, and all other expenses incurred by the Underwriter in connection with the public offering and distribution of the Series 2013 Bonds.

10. Any notice or other communication to be given to the Bank, the City or the Underwriter under this Bond Purchase Agreement shall be given in writing and shall be mailed, telegraphed or delivered to the following respective addresses until otherwise directed by written notice to the other parties hereto:

| | |
|---|---|
| The Bank: | Mississippi Development Bank<br>735 Riverside Drive, Suite 300<br>Jackson, Mississippi 39202<br>Attention: William T. Barry, Executive Director |
| The City: | City of Hattiesburg, Mississippi<br>City Hall, 200 Forrest Street<br>Hattiesburg, Mississippi 39401<br>Attention: Mayor |
| The Underwriter: | Duncan-Williams, Inc.<br>6750 Poplar Avenue<br>Forum Building 1, Suite 300<br>Memphis, Tennessee 38138<br>Attention: Public Finance Department |

11. This Bond Purchase Agreement is made solely for the benefit of the Bank, the City and the Underwriter and their respective successors and assigns and no other person shall acquire or have any right hereunder or by virtue hereof. The terms "successors" and "assigns" as used in the preceding sentence shall not include any purchasers of any Series 2013 Bonds from or through the Underwriter merely because of such purchase. All representations, warranties and agreements in this Bond Purchase Agreement shall remain in full force and effect, regardless of (a) delivery of and payment for the Series 2013 Bonds hereunder and (b) any termination of this Bond Purchase Agreement.

12. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

Very truly yours,

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

**BY:** _____
**TITLE:** _____

Signature Page to the Bond Purchase Agreement, by and among the Mississippi Development Bank, the City of Hattiesburg, Mississippi and Duncan-Williams, Inc., Memphis, Tennessee, and Piper Jaffray & Co., Memphis, Tennessee in regard to the sale of Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project).

Accepted and agreed to as of
___:__ o'clock __.m.
Central Daylight Savings Time,
on the date first above written:

**MISSISSIPPI DEVELOPMENT BANK**

**BY:**_____
**Its: Executive Director**

Signature Page to the Bond Purchase Agreement, by and among the Mississippi Development Bank, the City of Hattiesburg, Mississippi and Duncan-Williams, Inc., Memphis, Tennessee, and Piper Jaffray & Co., Memphis, Tennessee in regard to the sale of Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project).

**CITY OF HATTIESBURG, MISSISSIPPI**

**BY:** _____
**Its:** **Mayor**

Signature Page to the Bond Purchase Agreement, by and among the Mississippi Development Bank, the City of Hattiesburg, Mississippi and Duncan-Williams, Inc., Memphis, Tennessee, and Piper Jaffray & Co., Memphis, Tennessee in regard to the sale of Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project).

## EXHIBIT I

## SERIES 2013 BONDS

| MATURITY YEAR (_____ 1) | PRINCIPAL AMOUNT | INTEREST RATE | YIELD | PRICE |
|---|---|---|---|---|
| | | | | |
| | | | | |
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| | | | | |
| | | | | |

$_____,000 __% Term Bonds due ____ 1, 20___, Priced to Yield _____%*

## REDEMPTION PROVISIONS

If the City directs the Bank to redeem the Series 2013 Bonds in accordance with the Loan Agreement, the Bank has agreed under the Indenture to accept redemption and to redeem the Series 2013 Bonds in accordance with the Indenture.

The Series 2013 Bonds (or any portions thereof in integral multiples of $5,000 each) which mature on or after ___ 1, 20__, are subject to optional redemption prior to their stated dates of maturity in whole or in part on ___ 1, 20__, and on any date thereafter at par plus accrued interest to the redemption date.

The Series 2013 Bonds are also subject to extraordinary mandatory redemption, prior to their stated dates of maturity, in whole or in part, at any time, in inverse order of maturity, at a Redemption Price (as defined in the Indenture) equal to the principal amount thereof plus accrued interest to the redemption date, from and to the extent that moneys are transferred from the Loan Account (as defined in the Indenture) to the Redemption Account (as defined in the Indenture) created in the Indenture or transferred from the Project Fund (as defined in the Indenture) to the Redemption Account or otherwise deposited in the Redemption Account from proceeds received upon the sale or prepayment prior to maturity of the Note upon a default under the Note and acceleration thereof.

The Series 2013 Bonds maturing on ___ 1, 20__in the principal amount of $___,000 are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in whole, as otherwise provided in the Indenture, on each March 1 in the principal amount for each year together with accrued interest to the date of redemption, as follow:

| Year | Principal Amount |
|---|---|
| **20** | **$,000** |
| **20*** | **,000** |

*Final Maturity

The Series 2013 Bonds maturing on ___ 1, 20__in the principal amount of $___,000 are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in whole, as otherwise provided in the Indenture, on each March 1 in the principal amount for each year together with accrued interest to the date of redemption, as follow:

| Year | Principal Amount |
|---|---|
| **20** | **$,000** |
| **20*** | **,000** |

*Final Maturity

The Series 2013 Bonds maturing on ___ 1, 20__in the principal amount of $___,000 are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in whole, as otherwise provided in the Indenture, on each March 1 in the principal amount for each year together with accrued interest to the date of redemption, as follow:

| Year | Principal Amount |
|---|---|
| **20** | **$,000** |
| **20*** | **,000** |

*Final Maturity

The Series 2013 Bonds maturing on ___ 1, 20__in the principal amount of $___,000 are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in whole, as otherwise provided in the Indenture, on each March 1 in the principal amount for each year together with accrued interest to the date of redemption, as follow:

| Year | Principal Amount |
|---|---|
| **20** | **$,000** |
| **20*** | **,000** |

*Final Maturity

The Series 2013 Bonds maturing on March 1, 2032 in the principal amount of $1,650,000 are The Series 2013 Bonds maturing on ___ 1, 20__in the principal amount of $___,000 are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in whole, as otherwise provided in the Indenture, on each March 1 in the principal amount for each year together with accrued interest to the date of redemption, as follow:

| Year | Principal Amount |
|---|---|
| **20** | **$,000** |
| **20*** | **,000** |

*Final Maturity

# City of Hattiesburg, MS

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

## Master

### File Number: 2013-97

**File ID:** 2013-97 **Type:** Resolution **Status:** Passed

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

**File Created:** 10/15/2013

**Brief Title:** Resolution declaring certain equipment surplus **Final Action:** 10/22/2013

**Minute Book Number:** MB2013-316

**Title:**

Adopt resolution declaring surplus certain equipment and vehicles (per attached list) and authorize the sale of said items at auction.

**Notes:**

**Sponsors:** **Enactment Date:**

**Attachments:** Surplus Equipment List, executed Surplus Equipment List RES2013-125 **Enactment Number:**

**Contact:** **Meeting Date:** 10/22/2013

**Drafter:** Connie Everett **Effective Date:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 10/22/2013 | Adopt | | | | Pass |

**Action Text:** A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Adopt resolution declaring surplus certain equipment and vehicles (per attached list) and authorize the sale of said items at auction.

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

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

Nays: 0

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

ΓEL-No Vote: 0

**Text of Legislative File 2013-97**

## Title

Adopt resolution declaring surplus certain equipment and vehicles (per attached list) and authorize the sale of said items at auction.

## Summary

## Budget Information

## Expenditure Type

## Purchasing Item

## Publication Information

**RESOLUTION**

**WHEREAS,** the City of Hattiesburg finds and determines the following vehicles and equipment, as per attached list, to be surplus and not necessary to the future operation of the City and;

**WHEREAS,** the governing authorities of the City of Hattiesburg are authorized and empowered in their discretion to dispose of said vehicles and equipment in accordance with appropriate Mississippi Code statutes and;

**WHEREAS,** the governing authorities of the City of Hattiesburg desire to sell said vehicles and equipment at public auction.

**NOW THEREFORE BE IT RESOLVED** that the Mayor and Council hereby declare surplus the following vehicles and equipment, as per attached list, and authorize disposal of said vehicles and equipment at public auction.

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 22nd day of October, 2013.

(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 22nd day of October, 2013.

ATTEST: ADOPTED:

_____ _____

CITY CLERK MAYOR

# THE CITY OF HATTIESBURG

*One of America's Great Small Cities!*

## MEMORANDUM

**TO:** Mayor Johnnie L. DuPree & Council

**FROM:** Vincent Nelms

**DATE:** October 15, 2013

**RE:** **Surplus Property**

This memo is to request that the following vehicle be declared as surplus property. This vehicle needs to be removed from the inventory of the Federal and State Programs Department, Mass Transitand sent to Martin & Martin Auctioneers of MS, Inc.

**One (1) 2000 Ford Taurus (Unit 11532) – 1FAFP53U3YA128584**

If you have any questions, please feel free to contact me.

VN/kd

cc: Andrew Ellard, Government Accountant
Federal and State Programs

(601) 545-4670 Mass Transit Fax (601) 545-7507
P.O. Box 1898 Hattiesburg, MS 39403

# ITEMS TO BE AUCTIONED - NOVEMBER 6-8, 2013

## TRAFFIC

| ASSET ID | DESCRIPTION | SERIAL NUMBER | MODEL NUMBER | ACQUIRE DATE | COST |
|---|---|---|---|---|---|
| 15351 | 2003 FORD F150 PICK-UP TRUCK - 8 CYL 4.6 LITER | 1FTRF17W53NA56657 | | 5/10/2005 | 11,500.00 |

## CONSTRUCTION

| ASSET ID | DESCRIPTION | SERIAL NUMBER | MODEL NUMBER | ACQUIRE DATE | COST |
|---|---|---|---|---|---|
| 46 | FORD 1-TON HEAVY TRUCK | F37SNFA3740 | | 7/30/1979 | 8,141.43 |
| 746 | 1986 FORD 555B BACKHOE/LOADER | C1761236 | | 6/27/1986 | 27,976.00 |
| 2976 | MASSEY FERGUSON TRACTOR | 9A180163 | | 1/1/1973 | 3,295.00 |
| 9604 | 1997 FORD F150 PICK-UP TRUCK | 1FTEF17L3VNC54662 | | 3/3/1997 | 15,596.30 |

## AIRPORT

| ASSET ID | DESCRIPTION | SERIAL NUMBER | MODEL NUMBER | ACQUIRE DATE | COST |
|---|---|---|---|---|---|
| | KOHLER GENERATOR | 142345 | | | |
| | KOHLER 60 kw GENERATOR | 376236 | 60RZ282 | | |
| | TECHSTAR 50 GENERATOR | | 500L65L254143 | | |
| | FUEL TANK | | | | |

**TRANSFER FROM AIRPORT TO PUBLIC WORK'S AND POSSIBLY AUCTION**

| ASSET ID | DESCRIPTION | SERIAL NUMBER | MODEL NUMBER | ACQUIRE DATE | COST |
|---|---|---|---|---|---|
| 7725 | 8000 WPG LINCOLN WELDER | 9933-A1205563 | | 4/13/1993 | 2,651.40 |

# ITEMS TO BE AUCTIONED - NOVEMBER 6-8, 2013

## AIRPORT

| ASSET ID# | DESCRIPTION | VIN NUMBER |
|---|---|---|
| 2683 | 1976 Mack Truck | R611FLO461TF673C6A74 |

## CEMETERY

| ASSET ID# | DESCRIPTION | VIN NUMBER |
|---|---|---|
| 5775 | 1988 Case 580K Backhoe | 17420173 |

## COMMUNITY CENTER

| ASSET ID# | DESCRIPTION | VIN NUMBER |
|---|---|---|
| 13519 | 2003 GMC 1500 Pick-up | 1GTEC14V43Z302464 |
| 15930 | 2007 FORD VAN | 1FTNS24L17DB09232 |

## GROUND MAINTENANCE

| ASSET ID# | DESCRIPTION | VIN NUMBER |
|---|---|---|
| 12031 | 2000 CHEV-S10 Pick-up | 2GCCS19W7YK271285 |

## HEALTH

| ASSET# | DESCRIPTION | VIN NUMBER |
|---|---|---|
| 7385 | 1992 CHEV PICK-UP 2500 | 1GCFC24H3NZ203626 |
| 10807 | 1999 Dodge Ram 2500 | 3B7KC26Z6XM521572 |

## SANITATION

| ASSET# | DESCRIPTION | VIN NUMBER |
|---|---|---|
| 8242 | 1995 Ford FT900 | 1FDYL90E9SVA03538 |
| 8748 | 1987 Volvo/ Loader Boom Truck | 1WUADCME4HN116468 |
| 9681 | 1990 F-800 Loader | 1FDYD80U3LVA31870 |
| 9857 | 1998 F-Series Open Body | 1FDYF80E9WVA19102 |
| 10809 | 1999 Dodge Ram | 3B7KC26ZXXM521574 |
| 11088 | 1999 International Garbage Truck | 1HTSCAAROXH696599 |
| 11911 | 1993 Mack CH613/Loader | 1M2AA13Y9PW020095 |

## STREET

| ASSET# | DESCRIPTION | VIN NUMBER |
|---|---|---|
| 310 | 1986 Ford F-800 Water Pump Truck | 1SDFDNF60H9GVA38204 |
| 7739 | 1993 Ford Backhoe 555D | A420834 |

# ITEMS TO BE AUCTIONED - NOVEMBER 6-8, 2013

| | | |
|---|---|---|
| 9549 | 1996 New Holland Tractor | 055635B |
| 9648 | 1997 Steel Roller | 128 |
| 9700 | 1996 New Holland Backhoe 655E | F000912 |
| 10808 | 1999 Dodge Ram | 3B7KC26Z8XM521573 |
| 12022 | 2000 Chev 2500 Pick-up | 1GCGC24R6YR213407 |
| 13987 | Scagg Riding Mower | 9460016 |
| 13988 | Scagg Riding Mower | 9460019 |
| 15861 | John Deere Z-turn | |

## WATER BILLING

| ASSET# | DESCRIPTION | VIN NUMBER |
|---|---|---|
| 11520 | 2000 F-1500 | 1FTZF1724YNA69453 |
| 11960 | 2000 Ford Taurus | 1FAFP5329YA214481 |

**RESOLUTION**

**WHEREAS,** the City of Hattiesburg finds and determines the following vehicles and equipment, as per attached list, to be surplus and not necessary to the future operation of the City and;

**WHEREAS,** the governing authorities of the City of Hattiesburg are authorized and empowered in their discretion to dispose of said vehicles and equipment in accordance with appropriate Mississippi Code statutes and;

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**NOW THEREFORE BE IT RESOLVED** that the Mayor and Council hereby declare surplus the following vehicles and equipment, as per attached list, and authorize disposal of said vehicles and equipment at public auction.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Councilperson Delgado, seconded by Councilperson Naylor 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 Resolution adopted, this the 22nd day of October, 2013.

(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 22nd day of October, 2013.

ATTEST:

CITY CLERK

ADOPTED:

MAYOR

# THE CITY OF HATTIESBURG

*One of America's Great Small Cities!*

## MEMORANDUM

**TO:** Mayor Johnnie L. DuPree & Council

**FROM:** Vincent Nelms

**DATE:** October 15, 2013

**RE:** **Surplus Property**

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If you have any questions, please feel free to contact me.

VN/kd

cc: Andrew Ellard, Government Accountant
Federal and State Programs

(601) 545-4670 Mass Transit Fax (601) 545-7507
P.O. Box 1898 Hattiesburg, MS 39403

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## SANITATION

| ASSET# | DESCRIPTION | VIN NUMBER |
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| 10808 | 1999 Dodge Ram | 3B7KC26Z8XM521573 |
| 12022 | 2000 Chev 2500 Pick-up | 1GCGC24R6YR213407 |
| 13987 | Scagg Riding Mower | 9460016 |
| 13988 | Scagg Riding Mower | 9460019 |
| 15861 | John Deere Z-turn | |

## WATER BILLING

| ASSET# | DESCRIPTION | VIN NUMBER |
|---|---|---|
| 11520 | 2000 F-1500 | 1FTZF1724YNA69453 |
| 11960 | 2000 Ford Taurus | 1FAFP5329YA214481 |

# City of Hattiesburg, MS

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

## Master

### File Number: 2013-0683

**File ID:** 2013-0683 **Type:** Resolution **Status:** Passed

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

**File Created:** 10/15/2013

**Brief Title:** Project Resolution Requisition No. 29 - 2012 Bonds **Final Action:** 10/22/2013

**Minute Book Number:** MB2013-316

**Title:**

Adopt a Resolution authorizing Requisition No. 29 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

**Notes:**

**Sponsors:** **Enactment Date:**

**Attachments:** Bond Requisition No.29, executed Bond Requisition No.29 RES2013-126 **Enactment Number:**

**Contact:** **Meeting Date:** 10/22/2013

**Drafter:** Sharon Waits **Effective Date:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 10/22/2013 | Adopt | | | | Pass |

**Action Text:** A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Adopt a Resolution authorizing Requisition No. 29 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

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

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

Nays: 0

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

ΓEL-No Vote: 0

**Text of Legislative File 2013-0683**

## Title

Adopt a Resolution authorizing Requisition No. 29 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

## Summary

Project Resolution Requisition No. 29 - 2012 Bonds

## Budget Information

## 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. 29 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated March 29, 2012. 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. 29 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF MARCH 29, 2012, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.**

**Whereas,** on March 29, 2012 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed $12,500,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of March 29, 2012, 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. 29 from the Project Fund Construction Account under the Loan in the total aggregate amount of $136,692.09 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. 29 from the Project Fund Construction Account under the Loan in the total aggregate amount of One hundred thirty-six thousand six hundred ninety-two & 09/100 dollars ($136,692.09) 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. 29 in the total aggregate amount of One hundred thirty-six thousand six hundred ninety-two & 09/100 dollars ($136,692.09) 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 22nd day of October, 2013.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 22nd day of October, 2013.

_____ _____

CITY CLERK MAYOR

# EXHIBIT A

## PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

## PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

**RE:** **$12,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Bonds") secured by $12,500,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System 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.:** **29**

**DATE OF REQUISITION:** **10/22/2013**

| Item # | Payee Name & Address | Budget Line Item | Payment Amount | Invoice # | Purpose of Payment |
|---|---|---|---|---|---|
| 1. | Hensley R. Lee Contracting Inc.<br>311 Acorn St<br>Picayune, MS 39466 | 094695.7220.50 | $ 56,863.59 | Pay App No. 8 | Construction on COMSWIP Sewer Phase II for period 9/1/13 - 9/30/13<br>MB 2012-1/422 |
| 2. | Phoenix Fabricators & Erectors, Inc.<br>P O Box 631541<br>Cincinnati, OH 45263-1541 | 094695.7245.04 | $ 79,828.50 | Pay App No. 5 | Construction of Elevated Water Tank for period 8/26/13 - 9/25/13.<br>MB 2012-1/125 |
| | | | $ 136,692.09 | | |

sdw

Engineering Progress

October 7, 2013

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-898

Attn: Bert Kuyrkendall, P.E.

Re: **Sewer Phase 2 - ComSWIP**
**City of Hattiesburg**
Hensley R. Lee

Dear Mr. Kurykendall,

Enclosed please find Pay Estimate No. 8 in the amount of $56,863.59 for the above referenced project.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

*/rs*

enclosure

cc: Steve Tingle
Hensley R. Lee Contracting

094695. 7220.50
MB 2012-1/422

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

SHOWS, DEARMAN & WAITS, INC. - CONSULTING ENGINEERS -

Date: 10/6/13

Project: Comprehensive Sewer Improvements Phase II
City of Hattiesburg

Contractor: Hensley R. Lee Contracting Inc.
311 Acorn St. Picayune, MS 39466

Pay Estimate No.: Eight (8)

Pay Period: 9/1/13 - 9/30/13

| Item No. | Item Description | Quantities | | | Unit | Unit Price | Amount |
|---|---|---|---|---|---|---|---|
| | | On Cont. Price Est. | Allowed This Period | Allowed To Date | | | |
| | | | | | | | $1,485,051.50 |
| | **SITE 2 - CORRINE STREET** | | | | | | $334,348.00 |
| 1 | 8" SDR 26 PVC Sewer Pipe (6'-8') | 614 | | 608.00 | LF | $ 26.00 | $ 15,808.00 |
| 2 | 8" SDR 26 PVC Sewer Pipe (8'-10') | 12 | | 3.00 | LF | $ 28.00 | $ 84.00 |
| 3 | 10" SDR 26 PVC Sewer Pipe (6'-8') | 80 | | 37.00 | LF | $ 28.00 | $ 1,036.00 |
| 4 | 10" SDR 26 PVC Sewer Pipe (8'-10') | 308 | | 337.00 | LF | $ 31.00 | $ 10,447.00 |
| 5 | 10" SDR 26 PVC Sewer Pipe (10'-12') | 298 | | 221.00 | LF | $ 35.00 | $ 7,735.00 |
| 6 | 10" SDR 26 PVC Sewer Pipe (12'-14') | 259 | | 351.00 | LF | $ 41.00 | $ 14,391.00 |
| 7 | 12" SDR 26 PVC Sewer Pipe (0'-6') | 474 | | 369.00 | LF | $ 28.00 | $ 10,332.00 |
| 8 | 12" SDR 26 PVC Sewer Pipe (6'-8') | 90 | | 125.00 | LF | $ 32.00 | $ 4,000.00 |
| 9 | 10" DR 11 HDPE Sewer Pipe (Directional Bore)(All Depths) | 521 | | 521.00 | LF | $ 150.00 | $ 78,150.00 |
| 10 | 48" Precast Concrete Sewer Manhole (0'-6') | 1 | | 1.00 | EA | $ 1,700.00 | $ 1,700.00 |
| 11 | 48" Precast Concrete Sewer Manhole (6'-8') | 4 | | 3.00 | EA | $ 1,900.00 | $ 5,700.00 |
| 12 | 48" Precast Concrete Sewer Manhole (8'-10') | 2 | | 2.00 | EA | $ 2,200.00 | $ 4,400.00 |
| 13 | 48" Precast Concrete Sewer Manhole (10'-12') | 1 | | 1.00 | EA | $ 2,700.00 | $ 2,700.00 |
| 14 | 48" Precast Concrete Sewer Manhole (12'-14') | 2 | | 1.00 | EA | $ 3,000.00 | $ 3,000.00 |
| 15 | 60" Precast Concrete Sewer Manhole (0'-6') | 1 | | 1.00 | EA | $ 3,200.00 | $ 3,200.00 |
| 16 | Drop Manhole Assembly (All Depths) | 6 | | | EA | $ 800.00 | $ - |
| 17 | Demolition and Removal of Existing Manhole | 10 | | 7.00 | EA | $ 500.00 | $ 3,500.00 |
| 18 | Demolition and Removal of Existing Grinder Station | 1 | | | LS | $ 1,000.00 | $ - |
| 19 | 6" SDR 26 PVC Sewer Pipe for Services (All Depths) | 805 | | 1096.50 | LF | $ 12.00 | $ 13,158.00 |
| 20 | 8"x8"x6" PVC Tee | 5 | | 9.00 | EA | $ 175.00 | $ 1,575.00 |
| 21 | 10"x10"x6" PVC Tee | 9 | | 16.00 | EA | $ 230.00 | $ 3,680.00 |
| 22 | 12"x12"x6" PVC Tee | 3 | | 6.00 | EA | $ 275.00 | $ 1,650.00 |
| 23 | 6" PVC Cleanout | 12 | | 28.00 | EA | $ 310.00 | $ 8,680.00 |
| 24 | Crushed Aggregate (Size 825) | 735 | 70.34 | 595.88 | Ton | $ 35.00 | $ 20,855.80 |
| 25 | Select Fill Material (Class 9, Group C), LVM | 2,251 | | 3757.05 | CY | $ 12.00 | $ 45,084.60 |
| 26 | Concrete Pavement Repair (All Depths) | 10 | | | SY | $ 30.00 | $ - |
| 27 | Asphalt Pavement Repair (All Depths) | 1,670 | | | SY | $ 22.00 | $ - |
| 28 | Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths) | 328 | | | LF | $ 8.00 | $ - |
| 29 | 15" Reinforced Concrete Pipe, Class III, Rubber Gaskets | 32 | | | LF | $ 32.00 | $ - |
| 30 | 18" Reinforced Concrete Pipe, Class III, Rubber Gaskets | 96 | 8.00 | 8.00 | LF | $ 34.00 | $ 272.00 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 31 | 24" Reinforced Concrete Pipe, Class III, Rubber Gaskets | 160 | 33.00 | 33.00 | LF | $ 42.00 | $ 1,386.00 |
| 32 | 30" Reinforced Concrete Pipe, Class III, Rubber Gaskets | 40 | | | LF | $ 55.00 | $ - |
| 33 | Class "B" Concrete, Minor Structures | 7 | | | CY | $ 250.00 | $ - |
| 34 | Grassing | 1 | | | LS | $ 2,500.00 | $ - |
| 35 | Erosion Control | 1 | | | LS | $ 2,500.00 | $ - |
| 36 | Mobilization | 1 | | 100% | LS | $ 15,000.00 | $ 15,000.00 |
| 37 | Maintenance of Traffic | 1 | 3% | 85% | LS | $ 10,000.00 | $ 8,500.00 |
| | | | | | | subtotal | $ 286,024.40 |

| | SITE 3 - COUNTY ROAD | | | | | | $217,315.00 |
|---|---|---|---|---|---|---|---|
| 38 | 8" SDR 26 PVC Sewer Pipe (0'-6') | 70 | | 94.00 | LF | $ 23.00 | $ 2,162.00 |
| 39 | 8" SDR 26 PVC Sewer Pipe (6'-8') | 577 | | 514.00 | LF | $ 24.00 | $ 12,336.00 |
| 40 | 8" SDR 26 PVC Sewer Pipe (8'-10') | 281 | | 267.00 | LF | $ 26.00 | $ 6,942.00 |
| 41 | 8" SDR 26 PVC Sewer Pipe (10'-12') | 345 | | 478.00 | LF | $ 30.00 | $ 14,340.00 |
| 42 | 8" SDR 26 PVC Sewer Pipe (12'-14') | 365 | | 240.00 | LF | $ 36.00 | $ 8,640.00 |
| 43 | 8" SDR 26 PVC Sewer Pipe (14'-16') | 161 | | 158.00 | L.F. | $ 43.00 | $ 6,794.00 |
| 44 | 48" Precast Concrete Sewer Manhole (0'-6') | 1 | | 1.00 | EA | $ 1,500.00 | $ 1,500.00 |
| 45 | 48" Precast Concrete Sewer Manhole (6'-8') | 2 | | 2.00 | EA | $ 1,800.00 | $ 3,600.00 |
| 46 | 48" Precast Concrete Sewer Manhole (8'-10') | 1 | | 1.00 | EA | $ 2,100.00 | $ 2,100.00 |
| 47 | 48" Precast Concrete Sewer Manhole (10'-12') | 1 | | 1.00 | EA | $ 2,500.00 | $ 2,500.00 |
| 48 | 48" Precast Concrete Sewer Manhole (14'-16') | 1 | | 1.00 | EA | $ 2,800.00 | $ 2,800.00 |
| 49 | Drop Manhole Assembly (All Depths) | 2 | | | EA | $ 800.00 | $ - |
| 50 | 4" SDR 26 PVC Sewer Pipe for Services (All Depths) | 610 | | 546.00 | LF | $ 11.00 | $ 6,006.00 |
| 51 | 6" SDR 26 PVC Sewer Pipe for Services (All Depths) | 456 | | 536.00 | LF | $ 12.00 | $ 6,432.00 |
| 52 | 8"x8"x6" PVC Tee | 22 | | 22.00 | EA | $ 175.00 | $ 3,850.00 |
| 53 | 6" PVC Cleanout | 22 | | 27.00 | EA | $ 310.00 | $ 8,370.00 |
| 54 | Crushed Aggregate (Size 825) | 802 | | 789.94 | Ton | $ 35.00 | $ 27,647.90 |
| 55 | Select Fill Material (Class 9, Group C), LVM | 2,457 | | 916.50 | CY | $ 12.00 | $ 10,998.00 |
| 56 | Concrete Pavement Repair (All Depths) | 0 | | | SY | $ 30.00 | $ - |
| 57 | Asphalt Pavement Repair (All Depths) | 1,820 | | | SY | $ 22.00 | $ - |
| 58 | Demolition and Removal of Concrete Headwall | 1 | | 1.00 | EA | $ 750.00 | $ 750.00 |
| 59 | Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths) | 92 | | 68.00 | LF | $ 8.00 | $ 544.00 |
| 60 | 15" Reinforced Concrete Pipe, Class III, Rubber Gaskets | 68 | | 64.00 | LF | $ 32.00 | $ 2,048.00 |
| 61 | 18"x11" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets | 24 | | | LF | $ 20.00 | $ - |
| 62 | 15" Reinforced Concrete Pipe, Flared End Section, Class III | 1 | | 1.00 | EA | $ 200.00 | $ 200.00 |
| 63 | Class "B" Concrete, Minor Structures | 1 | | | CY | $ 250.00 | $ - |
| 64 | Grassing | 1 | | | LS | $ 2,500.00 | $ - |
| 65 | Temporary Erosion Control | 1 | | | LS | $ 2,500.00 | $ - |
| 66 | Mobilization | 1 | | 100% | LS | $ 15,000.00 | $ 15,000.00 |
| 67 | Maintenance of Traffic | 1 | | 68% | LS | $ 5,000.00 | $ 3,400.00 |
| | | | | | | subtotal | $ 148,959.90 |

| | SITE 4 - WEATHERSBY ROAD | | | | | | $154,249.00 |
|---|---|---|---|---|---|---|---|
| 68 | 6" PVC Sewer Pipe Force Main (All Depths) | 10 | 10.00 | 10.00 | LF | $ 8.00 | $ 80.00 |
| 69 | 8" SDR 26 PVC Sewer Pipe (0'-6') | 40 | | | LF | $ 23.00 | $ - |
| 70 | 8" SDR 26 PVC Sewer Pipe (6'-8') | 40 | | | LF | $ 24.00 | $ - |
| 71 | 8" SDR 26 PVC Sewer Pipe (8'-10') | 90 | | | LF | $ 26.00 | $ - |
| 72 | 8" SDR 26 PVC Sewer Pipe (10'-12') | 130 | | | LF | $ 30.00 | $ - |
| 73 | 8" SDR 26 PVC Sewer Pipe (12'-14') | 280 | 153.00 | 153.00 | LF | $ 36.00 | $ 5,508.00 |
| 74 | 8" SDR 26 PVC Sewer Pipe (14'-16') | 220 | 259.00 | 259.00 | LF | $ 43.00 | $ 11,137.00 |
| 75 | 15" SDR 26 PVC Sewer Pipe (0'-6') | 60 | | | LF | $ 23.00 | $ - |
| 76 | 15" SDR 26 PVC Sewer Pipe (6'-8') | 0 | | | LF | $ 37.00 | $ - |
| 77 | 15" SDR 26 PVC Sewer Pipe (8'-10') | 5 | 36.00 | 36.00 | LF | $ 38.00 | $ 1,368.00 |
| 78 | 15" SDR 26 PVC Sewer Pipe (10'-12') | 21 | 47.00 | 47.00 | LF | $ 42.00 | $ 1,974.00 |
| 79 | 15" SDR 26 PVC Sewer Pipe (12'-14') | 120 | 47.00 | 47.00 | LF | $ 48.00 | $ 2,256.00 |
| 80 | 15" SDR 26 PVC Sewer Pipe (14'-16') | 110 | 116.00 | 116.00 | LF | $ 55.00 | $ 6,380.00 |
| 81 | 8" Ductile Iron Sewer Pipe (0'-6') | 161 | | | LF | $ 55.00 | $ - |
| 82 | 24" Steel Casing (0.25" WT) (Bored) | 60 | | | LF | $ 190.00 | $ - |
| 83 | Abandonement of Existing Sewer Line | 250 | | | LF | $ 4.00 | $ - |
| 84 | 48" Precast Concrete Sewer Manhole (0'-6') | 1 | | | EA | $ 1,500.00 | $ - |
| 85 | 48" Precast Concrete Sewer Manhole (6'-8') | 1 | | | EA | $ 1,800.00 | $ - |
| 86 | 48" Precast Concrete Sewer Manhole (8'-10') | 0 | | | EA | $ 2,100.00 | $ - |
| 87 | 48" Precast Concrete Sewer Manhole (10'-12') | 1 | | | EA | $ 2,500.00 | $ - |
| 88 | 48" Precast Concrete Sewer Manhole (12'-14') | 1 | 1.00 | 1.00 | EA | $ 2,800.00 | $ 2,800.00 |
| 89 | 60" Precast Concrete Sewer Manhole (12'-14') | 1 | | | EA | $ 6,000.00 | $ - |
| 90 | 60" Precast Concrete Sewer Manhole (14'-16') | 1 | 2.00 | 2.00 | EA | $ 7,200.00 | $ 14,400.00 |
| 91 | 6" SDR 26 PVC Sewer Pipe for Services (All Depths) | 92 | 80.00 | 80.00 | LF | $ 12.00 | $ 960.00 |
| 92 | 8"x8"x6" PVC Tee | 3 | 1.00 | 1.00 | EA | $ 175.00 | $ 175.00 |
| 93 | 6" PVC Cleanout | 4 | | | EA | $ 310.00 | $ - |
| 94 | Crushed Aggregate (Size 825) | 185 | | | Ton | $ 35.00 | $ - |
| 95 | Select Fill Material (Class 9, Group C), LVM | 565 | 300.00 | 300.00 | CU | $ 12.00 | $ 3,600.00 |
| 96 | Concrete Pavement Repair (All Depths) | 268 | | | SY | $ 30.00 | $ - |
| 97 | Asphalt Pavement Repair (All Depths) | 148 | | | SY | $ 22.00 | $ - |
| 98 | 18" Reinforced Concrete Pipe, Class III, Rubber Gaskets | 8 | | | LF | $ 34.00 | $ - |
| 99 | Class "B" Concrete, Minor Structures | 2 | | | CY | $ 250.00 | $ - |
| 100 | Modular Block Retaining Wall | 240 | | | SF | $ 25.00 | $ - |
| 101 | Grassing | 1 | | | LS | $ 2,500.00 | $ - |
| 102 | Temporary Erosion Control | 1 | | | LS | $ 2,500.00 | $ - |
| 103 | Mobilization | 1 | 33% | 33% | LS | $ 15,000.00 | $ 4,950.00 |
| 104 | Maintenance of Traffic | 1 | 33% | 33% | LS | $ 15,000.00 | $ 4,950.00 |
| | | | | | | subtotal | $ 60,538.00 |

| | SITE 6 - COUNTRY CLUB ROAD | | | | | | $625,957.50 |
|---|---|---|---|---|---|---|---|
| 105 | 6" SDR 26 PVC Sewer Pipe (6'-8') | 11 | | 11.00 | LF | $ 15.00 | $ 165.00 |
| 106 | 8" SDR 26 PVC Sewer Pipe (0'-6') | 934 | | 1115.50 | LF | $ 23.00 | $ 25,656.50 |
| 107 | 8" SDR 26 PVC Sewer Pipe (6'-8') | 1,674 | | 1616.00 | LF | $ 24.00 | $ 38,784.00 |
| 108 | 8" SDR 26 PVC Sewer Pipe (8'-10') | 721 | | 587.00 | LF | $ 26.00 | $ 15,262.00 |
| 109 | 8" SDR 26 PVC Sewer Pipe (10'-12') | 1,566 | | 1612.00 | LF | $ 30.00 | $ 48,360.00 |
| 110 | 10" SDR 26 PVC Sewer Pipe (8'-10') | 131 | | 130.00 | LF | $ 29.50 | $ 3,835.00 |
| 111 | 10" SDR 26 PVC Sewer Pipe (10'-12') | 854 | | 846.00 | LF | $ 33.00 | $ 27,918.00 |
| 112 | Abandonement of Existing Sewer Line | 4,594 | | 2486.00 | LF | $ 4.00 | $ 9,944.00 |
| 113 | 48" Precast Concrete Sewer Manhole (0'-6') | 9 | | 11.00 | EA | $ 1,500.00 | $ 16,500.00 |
| 114 | 48" Precast Concrete Sewer Manhole (6'-8') | 5 | | 4.00 | EA | $ 1,800.00 | $ 7,200.00 |
| 115 | 48" Precast Concrete Sewer Manhole (8'-10') | 2 | | 1.00 | EA | $ 2,100.00 | $ 2,100.00 |
| 116 | 48" Precast Concrete Sewer Manhole (10'-12') | 6 | | 6.00 | EA | $ 2,500.00 | $ 15,000.00 |
| 117 | 72" Precast Concrete Sewer Manhole (18'-20') | 1 | | 1.00 | EA | $ 20,000.00 | $ 20,000.00 |
| 118 | Drop Manhole Assembly (All Depths) | 5 | | | EA | $ 800.00 | $ - |
| 119 | Demolition and Removal of Existing Manhole | 5 | | 2.00 | EA | $ 500.00 | $ 1,000.00 |
| 120 | Abandonement of Existing Manhole | 13 | | 14.00 | EA | $ 750.00 | $ 10,500.00 |
| 121 | 4" SDR 26 PVC Sewer Pipe for Services (All Depths) | 100 | | 96.00 | LF | $ 11.00 | $ 1,056.00 |
| 122 | 6" SDR 26 PVC Sewer Pipe for Services (All Depths) | 1,872 | | 1914.00 | LF | $ 12.00 | $ 22,968.00 |
| 123 | 8"x8"x6" PVC Tee | 59 | | 67.00 | EA | $ 175.00 | $ 11,725.00 |
| 124 | 10"x10"x6" PVC Tee | 10 | | 11.00 | EA | $ 230.00 | $ 2,530.00 |
| 125 | 6" PVC Cleanout | 58 | | 75.00 | EA | $ 310.00 | $ 23,250.00 |
| 126 | Crushed Aggregate (Size 825) | 2,021 | | 2915.52 | Ton | $ 35.00 | $ 102,043.20 |
| 127 | Select Fill Material (Class 9, Group C), LVM | 6,192 | | 3539.92 | CU | $ 12.00 | $ 42,479.04 |
| 128 | Concrete Pavement Repair (All Depths) | 23 | | 122.10 | SY | $ 30.00 | $ 3,663.00 |
| 129 | Asphalt Pavement Repair (All Depths) | 6,170 | | 9485.88 | SY | $ 22.00 | $ 208,689.36 |
| 130 | Concrete Curb & Gutter (Match Existing Type) | 35 | | | LF | $ 25.00 | $ - |
| 131 | Demolition and Removal of Concrete Headwall | 1 | | | EA | $ 750.00 | $ - |
| 132 | Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths) | 146 | | | LF | $ 8.00 | $ - |
| 133 | 15" Reinforced Concrete Pipe, Class III, Rubber Gaskets | 80 | | | LF | $ 32.00 | $ - |
| 134 | 18" Reinforced Concrete Pipe, Class III, Rubber Gaskets | 30 | | | LF | $ 34.00 | $ - |
| 135 | 22"x13" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets | 36 | | | LF | $ 40.00 | $ - |
| 136 | 22"x13" Reinforced Concrete Arch Pipe, Flared End Section, Class III | 1 | | | EA | $ 950.00 | $ - |
| 137 | Class "B" Concrete, Minor Structures | 2 | | | CY | $ 250.00 | $ - |
| 138 | Concrete Paved Ditch (4" Depth) | 3 | | | SY | $ 45.00 | $ - |
| 139 | Grassing | 1 | | | LS | $ 2,500.00 | $ - |
| 140 | Erosion Control | 1 | | | LS | $ 2,500.00 | $ - |
| 141 | Mobilization | 1 | | 100% | LS | $ 15,000.00 | $ 15,000.00 |
| 142 | Maintenance of Traffic | 1 | | 95% | LS | $ 5,000.00 | $ 4,750.00 |
| | | | | | | subtotal | $ 680,378.10 |

| | SITE 7 - US HIGHWAY 49 SOUTH | | | | | | $153,182.00 |
|---|---|---|---|---|---|---|---|
| 143 | 10" SDR 26 PVC Sewer Pipe (0'-6') | 130 | | | LF | $24.00 | $ - |
| 144 | 10" SDR 26 PVC Sewer Pipe (6'-8') | 610 | | | LF | $26.00 | $ - |
| 145 | 10" SDR 26 PVC Sewer Pipe (8'-10') | 535 | | | LF | $29.00 | $ - |
| 146 | 10" SDR 26 PVC Sewer Pipe (10'-12') | 155 | | | LF | $33.00 | $ - |
| 147 | 10" SDR 26 PVC Sewer Pipe (12'-14') | 70 | | | LF | $39.00 | $ - |
| 148 | 10" SDR 26 PVC Sewer Pipe (14'-16') | 80 | | | LF | $46.00 | $ - |
| 149 | 10" SDR 26 PVC Sewer Pipe (16'-18') | 130 | | | LF | $53.00 | $ - |
| 150 | 10" SDR 26 PVC Sewer Pipe (18'-20') | 275 | | | LF | $63.00 | $ - |
| 151 | 10" SDR 26 PVC Sewer Pipe (20'-22') | 30 | | | LF | $78.00 | $ - |
| 152 | 8" Ductile Iron Sewer Pipe (0'-6') | 340 | | | LF | $55.00 | $ - |
| 153 | 8" Ductile Iron Sewer Pipe (6'-8') | 60 | | | LF | $58.00 | $ - |
| 154 | 48" Precast Concrete Sewer Manhole (6'-8') | 3 | | | EA | $1,800.00 | $ - |
| 155 | 48" Precast Concrete Sewer Manhole (8'-10') | 2 | | | EA | $2,100.00 | $ - |
| 156 | 48" Precast Concrete Sewer Manhole (12'-14') | 2 | | | EA | $2,500.00 | $ - |
| 157 | 48" Precast Concrete Sewer Manhole (18'-20') | 1 | | | EA | $3,000.00 | $ - |
| 158 | Crushed Aggregate (Size 825) | 16 | | | Ton | $35.00 | $ - |
| 159 | Select Fill Material (Class 9, Group C), LVM | 50 | | | CU | $12.00 | $ - |
| 160 | Asphalt Pavement Repair (All Depths) | 36 | | | SY | $22.00 | $ - |
| 161 | Grouted Riprap (Size 200) w/ Geotextile Fabric | 55 | | | Ton | $125.00 | $ - |
| 162 | Grassing | 1 | | | LS | $5,000.00 | $ - |
| 163 | Erosion Control | 1 | | | LS | $5,000.00 | $ - |
| 164 | Mobilization | 1 | | | LS | $15,000.00 | $ - |
| 165 | Maintenance of Traffic | 1 | | | LS | $7,000.00 | $ - |
| | | | | | | subtotal | $ - |

**Percent Complete:** 79%

**Time Elapsed to date:** 1.23%

| | | |
|---|---|---|
| **Total Earned - Regular Work** | $ | 1,175,900.40 |
| **Less 10% Retainage** | $ | 117,590.04 |
| **Stored Materials** | $ | 11,991.03 |
| **Total Due - Regular Work** | $ | 1,070,301.39 |
| **Less Previous Payments** | $ | 1,013,437.80 |
| **Net Amount Due This Estimate** | $ | 56,863.59 |
| **Less Deductions** | $ | - |
| **Net Payment Due** | $ | 56,863.59 |

**CERTIFIED CORRECT:**

**Shows, Dearman & Waits, Inc.**

**Project Engineer**

**APPROVED:**

**OWNER**

**Comprehensive Sewer Improvements - Phase II**
**City of Hattiesburg**
**Stored Materials**

Pay Estimate: No.8

| Item No. | Item Description | Quantity | Unit Price | Amount |
|---|---|---|---|---|
| 1 | 8" SDR 26 PVC Sewer Pipe | 124 | $ 3.88 | $ 481.12 |
| 4 | Precast Concrete Manholes | 1 | | $ 11,509.91 |
| 5 | | | | $ - |
| 6 | | | | $ - |
| 7 | | | | $ - |
| 8 | | | | $ - |
| 9 | | | | $ - |
| 10 | | | | $ - |
| 11 | | | | $ - |
| 12 | | | | $ - |
| 13 | | | | $ - |
| 14 | | | | $ - |
| 15 | | | | $ - |
| 16 | | | | $ - |
| 17 | | | | $ - |
| 18 | | | | $ - |
| | | | | $ 11,991.03 |

Precast Manholes

| | |
|---|---|
| SMH #1= | $ 1,758.73 |
| SMH #2= | $ 2,043.74 |
| SMH #3= | $ 1,385.74 |
| SMH #4= | $ 1,262.74 |
| SMH #5= | $ 1,127.74 |
| SMH #6= | $ 1,165.74 |
| SMH #7= | $ 1,224.74 |
| SMH #8= | $ 1,540.74 |
| TOTAL: | $ 11,509.91 |

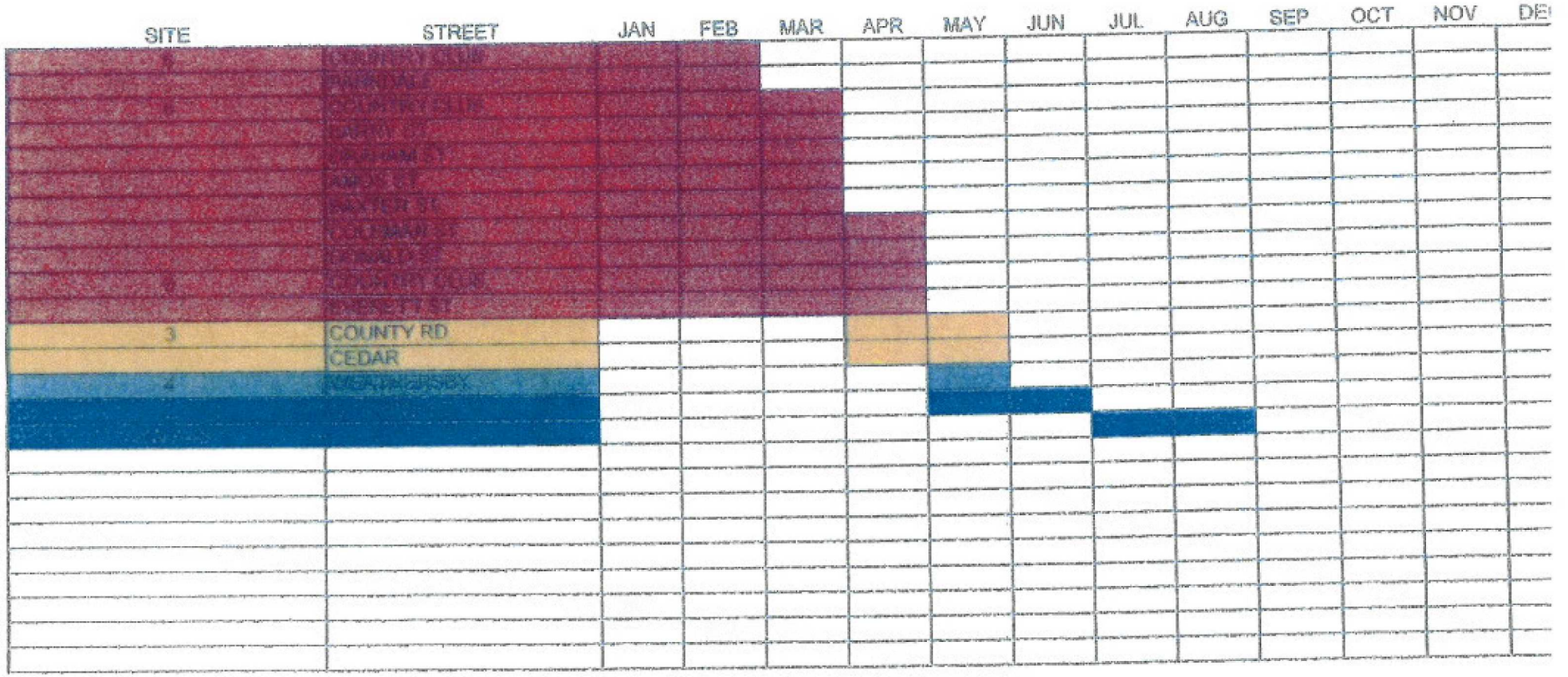
# SANITARY SEWER SCHEDULE

PROJECT Hattiesburg sewer rehab phase II

START DATE January 29,2013

HRL Contracting

COMEPLETION DATE August 17,2013



sdw

Engineering Progress

October 3, 2013

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Attn: Bert Kuyrkendall

Re: 500,000 Elevated Water Tank
City of Hattiesburg

Bert: Phoenix Fabricators #79,828.50

Enclosed please find Pay Estimate No. 5 for the above referenced project.

Should you have any questions or comments, please do not hesitate to call.

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/rs

Enclosure

Cc: Tony McLendon

APPROVED FOR PAYMENT
DATE 10/14/15
SIGNATURE

094695.7245.04
MB 2012-1|125

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

# Contractor's Application For Payment No. FIVE

| | | | |
|---|---|---|---|
| | | **Application Period:** 8/26/13 to 9/25/13 | **Application Date:** September 25, 2013 |
| **To (Owner):** | City of Hattiesburg<br>200 Forrest Street<br>Hattiesburg, MS 39403 | **From (Contractor):** Phoenix Fabricators & Erectors, Inc.<br>P.O. Box 631541<br>Cincinnati, Ohio 45263-1541<br>Project No.: PFE# 3267 | **Via (Engineer)** Shows, Dearman & Waits, Inc.<br>P.O. Box 1711<br>Hattiesburg, MS 39403 |
| **Project:** 500,000 Gallon Elevated Water Storage Tank | | **Owner's Contract No.:** Tank along U.S. HWY 98 | **Engineer's Project No.:** |

## Application for Payment

**Change Order Summary**

| Approved Change Orders | | |
|---|---|---|
| Number | Additions | Deductions |
| 1 | 127,826.00 | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTALS | 127,826.00 | 0.00 |
| NET CHANGE BY CHANGE ORDERS | 127,826.00 | |

| | | | |
|---|---|---|---|
| 1. | ORIGINAL CONTRACT PRICE | $ | 806,735.00 |
| 2. | Net change by Change Order | $ | 127,826.00 |
| 3. | CURRENT CONTRACT PRICE (Line 1 ± 2) | $ | 934,561.00 |
| 4. | TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate) | $ | 819,006.00 |
| 5. | RETAINAGE: | | |
| | a. 5 % × $ 819,006.00 Work Completed | $ | 40,950.30 |
| 6. | AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) | $ | 778,055.70 |
| 7. | LESS PREVIOUS PAYMENTS (Line 6 from prior Application) | $ | 698,227.20 |
| 8. | AMOUNT DUE THIS APPLICATION | $ | 79,828.50 |
| 9. | BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above) | $ | 156,505.30 |

### Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Phoenix Fabricators & Erectors, Inc.

By: Tamara J. Schaub A/R Manger Date: 09/25/13

| | | |
|---|---|---|
| Payment of: | $ 79,828.50 (Line 8 or other - attach explanation of other amount) | |
| is recommended by: | (Engineer) | 79,828.50 (Date) |
| Payment of: | $ - (Line 8 or other - attach explanation of other amount) | |
| is approved by: | (Owner) | (Date) |
| Approved by: | Funding Agency ( if applicable) | (Date) |



Prepared by Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

## Lump Sum Progress Estimate

# Contractor's Application

| | | | |
|---|---|---|---|
| **For (contract):** | 500,000 Gallon Elevated Water Storage Tank<br>City of Hattiesburg | **Application Number:** | FIVE |
| **Application Period:** | 8/26/13 to 9/25/13 | **Application Date:** | 9/25/13 |

| A | | B | Work Completed | | E | F | | G |
|---|---|---|---|---|---|---|---|---|
| Item | | Scheduled Value | C | D | Materials Presently Stored (not in C or D) | Total Completed and Stored to Date (C + D + E) | % (F) B | Balance to Finish (B - F) |
| Specification Section No. | Description | | From Previous Application (C + | This Period | | | | |
| 1. | ENGINEERING/BONDS/INS | $40,000.00 | $40,000.00 | | | $40,000.00 | 100% | $0.00 |
| | FOUNDATION | $94,800.00 | $94,800.00 | | | $94,800.00 | 100% | $0.00 |
| | FABRICATION/DELIVERY | $361,100.00 | $361,100.00 | | | $361,100.00 | 100% | $0.00 |
| | ERECTION | $150,000.00 | $105,000.00 | $45,000.00 | | $150,000.00 | 100% | $0.00 |
| | ELECTRICAL | $3,600.00 | | | | $0.00 | 0% | $3,600.00 |
| 2. | 12" DIP 100' @ $60.00 | $6,000.00 | | | | $0.00 | 0% | $6,000.00 |
| 3. | 8" DIP 240' @ $45.00 | $10,800.00 | | | | $0.00 | 0% | $10,800.00 |
| 4. | FIRE HYDRANT 2 @ 2800.00 | $5,600.00 | | | | $0.00 | 0% | $5,600.00 |
| 5. | FENCE 382' @ 17.50 | $6,685.00 | | | | $0.00 | 0% | $6,685.00 |
| 6. | PAINTING | $97,000.00 | | $14,550.00 | $24,480.00 | $39,030.00 | 40% | $57,970.00 |
| 7. | SITE WORK | $4,500.00 | | | | $0.00 | 0% | $4,500.00 |
| 8. | ACCESS ROAD | $12,500.00 | $6,250.00 | | | $6,250.00 | 50% | $6,250.00 |
| 9. | EROSION CONTROL | $3,650.00 | | | | $0.00 | 0% | $3,650.00 |
| 10. | OVERFLOW INLET & PIPING | $9,500.00 | | | | $0.00 | 0% | $9,500.00 |
| 11. | RECLOCATION OF UTILITY | $1,000.00 | | | | $0.00 | 0% | $1,000.00 |
| 12. | C/O #1- ENGINEERING/BONDS | $8,300.00 | $8,300.00 | | | $8,300.00 | 100% | $0.00 |
| | - DRILLED PIERS | $70,150.00 | $70,150.00 | | | $70,150.00 | 100% | $0.00 |
| | - FOUNDATION | $49,376.00 | $49,376.00 | | | $49,376.00 | 100% | $0.00 |
| | Totals | $934,561.00 | $734,976.00 | $59,550.00 | $24,480.00 | $819,006.00 | 88% | $115,555.00 |

TNEMEC®
TNEMEC® Company,Inc.
6800 Corporate Drive
Kansas City, MO 64120-1372
TEL: (816) 483-3400
FAX: (816) 483-3401
http://www.tnemec.com

# Invoice

| | | | |
|---|---|---|---|
| Date : | 09/16/13 | Number : | 2047727 |
| Customer #: | 1380 | Territory : | 030 |
| Order # : | 541555 | Terms : | NET45 |
| Price Agreement : | 221 | Tax Code : | 250350280 |
| Shipped Date : | 09/16/13 | FOB : | SHIP POINT |
| Freight Terms : | P13 | Routing : | FEDEX FREIGHT |
| PO # : | 3267 | | |
| Project : | HATTIESBURG2012-WATER TANK 3267 | | |

Bill To:
PHOENIX FABRICATORS & ERECTORS
182 S COUNTY ROAD 900 EAST
AVON IN 46123

Sold To:
PHOENIX FABRICATORS & ERECTORS
182 S COUNTY ROAD 900 EAST
AVON IN 46123

Remit To:
TNEMEC COMPANY INC
PO BOX 843797
DALLAS TX 75284-3797
Please reference the invoice number above on your remittance.

Ship To:
PHOENIX FABRICATORS & ERECTORS
% WATER TANK SITE LIBERTY PL
HATTIESBURG MS 39402 UNITED STATES

| Qty | Item | Description | Units | Billing UOM | Price | Extended Price |
|---|---|---|---|---|---|---|
| 25 | 1074UP-57BR-MK | ENDURA-SHIELD II CLOUD | 75.0000 | GL | 75.00 | 5,625.00 |

3267

G

All claims for damages in transit or shortage must be filed with the carrier. Terms and conditions of sale are presented on the reverse side hereof. Any and all additional or different terms shall not become part of the contract between Tnemec and you. Your acceptance of the goods will be considered an acceptance and assent to the terms on the reverse side hereof.

| | |
|---|---|
| Subtotal | 5,625.00 |
| Total Tax | 393.75 |
| Order Total | 6,018.75 |
| Currency | USD |
| Due Date | 10/31/13 |

TNEMEC® Company,Inc.
6800 Corporate Drive
Kansas City, MO 64120-1372
TEL: (816) 483-3400
FAX: (816) 483-3401
http://www.tnemec.com

# Invoice

| | | | |
|---|---|---|---|
| Date : | 09/12/13 | Number : | 2047258 |
| Customer #: | 1380 | Territory : | 030 |
| Order # : | 541555 | Terms : | NET45 |
| Price Agreement : | 221 | Tax Code : | 250350280 |
| Shipped Date : | 09/12/13 | FOB : | SHIP POINT |
| Freight Terms : | P13 | Routing : | FEDEX FREIGHT |
| PO # : | 3267 | | |
| Project : | HATTIESBURG2012-WATER TANK 3267 | | |

Bill To:
PHOENIX FABRICATORS & ERECTORS
182 S COUNTY ROAD 900 EAST
AVON IN 46123

Sold To:
PHOENIX FABRICATORS & ERECTORS
182 S COUNTY ROAD 900 EAST
AVON IN 46123

Remit To:
TNEMEC COMPANY INC
PO BOX 843797
DALLAS TX 75284-3797
Please reference the invoice number above on your remittance.

Ship To:
PHOENIX FABRICATORS & ERECTORS
% WATER TANK SITE LIBERTY PL
HATTIESBURG MS 39402 UNITED STATES

| Qty | Item | Description | Units | Billing UOM | Price | Extended Price |
|---|---|---|---|---|---|---|
| 25 | F091-0H20-LK | HYDRO-ZINC GREENISH GRAY | 100.0000 | GL | 67.35 | 6,735.00 |
| 9 | F020-1255-LK | POTA-POX BEIGE PRIMER | 90.0000 | GL | 30.35 | 2,731.50 |
| 9 | F020-15BL-LK | POTA-POX TANK WHITE | 90.0000 | GL | 30.35 | 2,731.50 |
| 10 | 0N69-00WH-LK | HB EPOXOLINE II TNEMEC WHITE | 100.0000 | GL | 41.30 | 4,130.00 |
| 4 | F041-0039-5G | THINNER CLEAR | 20.0000 | GL | 46.85 | 937.00 |
| 2 | F041-0042-5G | THINNER CLEAR | 10.0000 | GL | 24.85 | 248.50 |
| 9 | F041-0004-5G | THINNER CLEAR | 45.0000 | GL | 21.25 | 956.25 |
| 4 | F041-0003-5G | THINNER CLEAR | 20.0000 | GL | 19.30 | 386.00 |

3267
6

All claims for damages in transit or shortage must be filed with the carrier. Terms and conditions of sale are presented on the reverse side hereof. Any and all additional or different terms shall not become part of the contract between Tnemec and you. Your acceptance of the goods will be considered an acceptance and assent to the terms on the reverse side hereof.

| | |
|---|---|
| Subtotal | 18,855.75 |
| Total Tax | 1,319.90 |
| Order Total | 20,175.65 |
| Currency | USD |
| Due Date | 10/27/13 |

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 March 29, 2012 (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: Director of Administration/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. 29 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated March 29, 2012. After discussion of the subject, Council Member Delgado 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. 29 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF MARCH 29, 2012, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.**

**Whereas,** on March 29, 2012 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed $12,500,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of March 29, 2012, 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. 29 from the Project Fund Construction Account under the Loan in the total aggregate amount of $136,692.09 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. 29 from the Project Fund Construction Account under the Loan in the total aggregate amount of One hundred thirty-six thousand six hundred ninety-two & 09/100 dollars ($136,692.09) 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. 29 in the total aggregate amount of One hundred thirty-six thousand six hundred ninety-two & 09/100 dollars ($136,692.09) 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 Delgado, 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 22nd day of October, 2013.

(SEAL)

ATTEST:

Deborah K Bernard
CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 22nd day of October, 2013.

Connie Everett (DC)
CITY CLERK

MAYOR

# EXHIBIT A

# PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

# PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

**RE:** **$12,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Bonds") secured by $12,500,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System 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.:** **29**

**DATE OF REQUISITION:** **10/22/2013**

| Item # | Payee Name & Address | Budget Line Item | Payment Amount | Invoice # | Purpose of Payment |
|---|---|---|---|---|---|
| 1. | Hensley R. Lee Contracting Inc.<br>311 Acorn St<br>Picayune, MS 39466 | 094695.7220.50 | $ 56,863.59 | Pay App No. 8 | Construction on COMSWIP Sewer Phase II for period 9/1/13 - 9/30/13<br>MB 2012-1/422 |
| 2. | Phoenix Fabricators & Erectors, Inc.<br>P O Box 631541<br>Cincinnati, OH 45263-1541 | 094695.7245.04 | $ 79,828.50 | Pay App No. 5 | Construction of Elevated Water Tank for period 8/26/13 - 9/25/13.<br>MB 2012-1/125 |
| | | | $ 136,692.09 | | |

sdw

Engineering Progress

October 7, 2013

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-898

Attn: Bert Kuyrkendall, P.E.

Re: **Sewer Phase 2 - ComSWIP**
**City of Hattiesburg**
Hensley R. Lee

Dear Mr. Kurykendall,

Enclosed please find Pay Estimate No. 8 in the amount of $56,863.59 for the above referenced project.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

*/rs*

enclosure

cc: Steve Tingle
Hensley R. Lee Contracting

094695. 7220.50
MB 2012-1/422

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

SHOWS, DEARMAN & WAITS, INC. - CONSULTING ENGINEERS -

Date: 10/6/13

Project: Comprehensive Sewer Improvements Phase II
City of Hattiesburg

Contractor: Hensley R. Lee Contracting Inc.
311 Acorn St. Picayune, MS 39466

Pay Estimate No.: Eight (8)

Pay Period: 9/1/13 - 9/30/13

| Item No. | Item Description | Quantities | | | Unit | Unit Price | Amount |
|---|---|---|---|---|---|---|---|
| | | On Cont. Price Est. | Allowed This Period | Allowed To Date | | | |
| | | | | | | | $1,485,051.50 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | **SITE 2 - CORRINE STREET** | | | | | | $334,348.00 |
| 1 | 8" SDR 26 PVC Sewer Pipe (6'-8') | 614 | | 608.00 | LF | $ 26.00 | $ 15,808.00 |
| 2 | 8" SDR 26 PVC Sewer Pipe (8'-10') | 12 | | 3.00 | LF | $ 28.00 | $ 84.00 |
| 3 | 10" SDR 26 PVC Sewer Pipe (6'-8') | 80 | | 37.00 | LF | $ 28.00 | $ 1,036.00 |
| 4 | 10" SDR 26 PVC Sewer Pipe (8'-10') | 308 | | 337.00 | LF | $ 31.00 | $ 10,447.00 |
| 5 | 10" SDR 26 PVC Sewer Pipe (10'-12') | 298 | | 221.00 | LF | $ 35.00 | $ 7,735.00 |
| 6 | 10" SDR 26 PVC Sewer Pipe (12'-14') | 259 | | 351.00 | LF | $ 41.00 | $ 14,391.00 |
| 7 | 12" SDR 26 PVC Sewer Pipe (0'-6') | 474 | | 369.00 | LF | $ 28.00 | $ 10,332.00 |
| 8 | 12" SDR 26 PVC Sewer Pipe (6'-8') | 90 | | 125.00 | LF | $ 32.00 | $ 4,000.00 |
| 9 | 10" DR 11 HDPE Sewer Pipe (Directional Bore)(All Depths) | 521 | | 521.00 | LF | $ 150.00 | $ 78,150.00 |
| 10 | 48" Precast Concrete Sewer Manhole (0'-6') | 1 | | 1.00 | EA | $ 1,700.00 | $ 1,700.00 |
| 11 | 48" Precast Concrete Sewer Manhole (6'-8') | 4 | | 3.00 | EA | $ 1,900.00 | $ 5,700.00 |
| 12 | 48" Precast Concrete Sewer Manhole (8'-10') | 2 | | 2.00 | EA | $ 2,200.00 | $ 4,400.00 |
| 13 | 48" Precast Concrete Sewer Manhole (10'-12') | 1 | | 1.00 | EA | $ 2,700.00 | $ 2,700.00 |
| 14 | 48" Precast Concrete Sewer Manhole (12'-14') | 2 | | 1.00 | EA | $ 3,000.00 | $ 3,000.00 |
| 15 | 60" Precast Concrete Sewer Manhole (0'-6') | 1 | | 1.00 | EA | $ 3,200.00 | $ 3,200.00 |
| 16 | Drop Manhole Assembly (All Depths) | 6 | | | EA | $ 800.00 | $ - |
| 17 | Demolition and Removal of Existing Manhole | 10 | | 7.00 | EA | $ 500.00 | $ 3,500.00 |
| 18 | Demolition and Removal of Existing Grinder Station | 1 | | | LS | $ 1,000.00 | $ - |
| 19 | 6" SDR 26 PVC Sewer Pipe for Services (All Depths) | 805 | | 1096.50 | LF | $ 12.00 | $ 13,158.00 |
| 20 | 8"x8"x6" PVC Tee | 5 | | 9.00 | EA | $ 175.00 | $ 1,575.00 |
| 21 | 10"x10"x6" PVC Tee | 9 | | 16.00 | EA | $ 230.00 | $ 3,680.00 |
| 22 | 12"x12"x6" PVC Tee | 3 | | 6.00 | EA | $ 275.00 | $ 1,650.00 |
| 23 | 6" PVC Cleanout | 12 | | 28.00 | EA | $ 310.00 | $ 8,680.00 |
| 24 | Crushed Aggregate (Size 825) | 735 | 70.34 | 595.88 | Ton | $ 35.00 | $ 20,855.80 |
| 25 | Select Fill Material (Class 9, Group C), LVM | 2,251 | | 3757.05 | CY | $ 12.00 | $ 45,084.60 |
| 26 | Concrete Pavement Repair (All Depths) | 10 | | | SY | $ 30.00 | $ - |
| 27 | Asphalt Pavement Repair (All Depths) | 1,670 | | | SY | $ 22.00 | $ - |
| 28 | Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths) | 328 | | | LF | $ 8.00 | $ - |
| 29 | 15" Reinforced Concrete Pipe, Class III, Rubber Gaskets | 32 | | | LF | $ 32.00 | $ - |
| 30 | 18" Reinforced Concrete Pipe, Class III, Rubber Gaskets | 96 | 8.00 | 8.00 | LF | $ 34.00 | $ 272.00 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 31 | 24" Reinforced Concrete Pipe, Class III, Rubber Gaskets | 160 | 33.00 | 33.00 | LF | $ 42.00 | $ 1,386.00 |
| 32 | 30" Reinforced Concrete Pipe, Class III, Rubber Gaskets | 40 | | | LF | $ 55.00 | $ - |
| 33 | Class "B" Concrete, Minor Structures | 7 | | | CY | $ 250.00 | $ - |
| 34 | Grassing | 1 | | | LS | $ 2,500.00 | $ - |
| 35 | Erosion Control | 1 | | | LS | $ 2,500.00 | $ - |
| 36 | Mobilization | 1 | | 100% | LS | $ 15,000.00 | $ 15,000.00 |
| 37 | Maintenance of Traffic | 1 | 3% | 85% | LS | $ 10,000.00 | $ 8,500.00 |
| | | | | | | subtotal | $ 286,024.40 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | **SITE 3 - COUNTY ROAD** | | | | | | $217,315.00 |
| 38 | 8" SDR 26 PVC Sewer Pipe (0'-6') | 70 | | 94.00 | LF | $ 23.00 | $ 2,162.00 |
| 39 | 8" SDR 26 PVC Sewer Pipe (6'-8') | 577 | | 514.00 | LF | $ 24.00 | $ 12,336.00 |
| 40 | 8" SDR 26 PVC Sewer Pipe (8'-10') | 281 | | 267.00 | LF | $ 26.00 | $ 6,942.00 |
| 41 | 8" SDR 26 PVC Sewer Pipe (10'-12') | 345 | | 478.00 | LF | $ 30.00 | $ 14,340.00 |
| 42 | 8" SDR 26 PVC Sewer Pipe (12'-14') | 365 | | 240.00 | LF | $ 36.00 | $ 8,640.00 |
| 43 | 8" SDR 26 PVC Sewer Pipe (14'-16') | 161 | | 158.00 | L.F. | $ 43.00 | $ 6,794.00 |
| 44 | 48" Precast Concrete Sewer Manhole (0'-6') | 1 | | 1.00 | EA | $ 1,500.00 | $ 1,500.00 |
| 45 | 48" Precast Concrete Sewer Manhole (6'-8') | 2 | | 2.00 | EA | $ 1,800.00 | $ 3,600.00 |
| 46 | 48" Precast Concrete Sewer Manhole (8'-10') | 1 | | 1.00 | EA | $ 2,100.00 | $ 2,100.00 |
| 47 | 48" Precast Concrete Sewer Manhole (10'-12') | 1 | | 1.00 | EA | $ 2,500.00 | $ 2,500.00 |
| 48 | 48" Precast Concrete Sewer Manhole (14'-16') | 1 | | 1.00 | EA | $ 2,800.00 | $ 2,800.00 |
| 49 | Drop Manhole Assembly (All Depths) | 2 | | | EA | $ 800.00 | $ - |
| 50 | 4" SDR 26 PVC Sewer Pipe for Services (All Depths) | 610 | | 546.00 | LF | $ 11.00 | $ 6,006.00 |
| 51 | 6" SDR 26 PVC Sewer Pipe for Services (All Depths) | 456 | | 536.00 | LF | $ 12.00 | $ 6,432.00 |
| 52 | 8"X8"x6" PVC Tee | 22 | | 22.00 | EA | $ 175.00 | $ 3,850.00 |
| 53 | 6" PVC Cleanout | 22 | | 27.00 | EA | $ 310.00 | $ 8,370.00 |
| 54 | Crushed Aggregate (Size 825) | 802 | | 789.94 | Ton | $ 35.00 | $ 27,647.90 |
| 55 | Select Fill Material (Class 9, Group C), LVM | 2,457 | | 916.50 | CY | $ 12.00 | $ 10,998.00 |
| 56 | Concrete Pavement Repair (All Depths) | 0 | | | SY | $ 30.00 | $ - |
| 57 | Asphalt Pavement Repair (All Depths) | 1,820 | | | SY | $ 22.00 | $ - |
| 58 | Demolition and Removal of Concrete Headwall | 1 | | 1.00 | EA | $ 750.00 | $ 750.00 |
| 59 | Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths) | 92 | | 68.00 | LF | $ 8.00 | $ 544.00 |
| 60 | 15" Reinforced Concrete Pipe, Class III, Rubber Gaskets | 68 | | 64.00 | LF | $ 32.00 | $ 2,048.00 |
| 61 | 18"x11" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets | 24 | | | LF | $ 20.00 | $ - |
| 62 | 15" Reinforced Concrete Pipe, Flared End Section, Class III | 1 | | 1.00 | EA | $ 200.00 | $ 200.00 |
| 63 | Class "B" Concrete, Minor Structures | 1 | | | CY | $ 250.00 | $ - |
| 64 | Grassing | 1 | | | LS | $ 2,500.00 | $ - |
| 65 | Temporary Erosion Control | 1 | | | LS | $ 2,500.00 | $ - |
| 66 | Mobilization | 1 | | 100% | LS | $ 15,000.00 | $ 15,000.00 |
| 67 | Maintenance of Traffic | 1 | | 68% | LS | $ 5,000.00 | $ 3,400.00 |
| | | | | | | subtotal | $ 148,959.90 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | **SITE 4 - WEATHERSBY ROAD** | | | | | | $154,249.00 |
| 68 | 6" PVC Sewer Pipe Force Main (All Depths) | 10 | 10.00 | 10.00 | LF | $ 8.00 | $ 80.00 |
| 69 | 8" SDR 26 PVC Sewer Pipe (0'-6') | 40 | | | LF | $ 23.00 | $ - |
| 70 | 8" SDR 26 PVC Sewer Pipe (6'-8') | 40 | | | LF | $ 24.00 | $ - |
| 71 | 8" SDR 26 PVC Sewer Pipe (8'-10') | 90 | | | LF | $ 26.00 | $ - |
| 72 | 8" SDR 26 PVC Sewer Pipe (10'-12') | 130 | | | LF | $ 30.00 | $ - |
| 73 | 8" SDR 26 PVC Sewer Pipe (12'-14') | 280 | 153.00 | 153.00 | LF | $ 36.00 | $ 5,508.00 |
| 74 | 8" SDR 26 PVC Sewer Pipe (14'-16') | 220 | 259.00 | 259.00 | LF | $ 43.00 | $ 11,137.00 |
| 75 | 15" SDR 26 PVC Sewer Pipe (0'-6') | 60 | | | LF | $ 23.00 | $ - |
| 76 | 15" SDR 26 PVC Sewer Pipe (6'-8') | 0 | | | LF | $ 37.00 | $ - |
| 77 | 15" SDR 26 PVC Sewer Pipe (8'-10') | 5 | 36.00 | 36.00 | LF | $ 38.00 | $ 1,368.00 |
| 78 | 15" SDR 26 PVC Sewer Pipe (10'-12') | 21 | 47.00 | 47.00 | LF | $ 42.00 | $ 1,974.00 |
| 79 | 15" SDR 26 PVC Sewer Pipe (12'-14') | 120 | 47.00 | 47.00 | LF | $ 48.00 | $ 2,256.00 |
| 80 | 15" SDR 26 PVC Sewer Pipe (14'-16') | 110 | 116.00 | 116.00 | LF | $ 55.00 | $ 6,380.00 |
| 81 | 8" Ductile Iron Sewer Pipe (0'-6') | 161 | | | LF | $ 55.00 | $ - |
| 82 | 24" Steel Casing (0.25" WT) (Bored) | 60 | | | LF | $ 190.00 | $ - |
| 83 | Abandonement of Existing Sewer Line | 250 | | | LF | $ 4.00 | $ - |
| 84 | 48" Precast Concrete Sewer Manhole (0'-6') | 1 | | | EA | $ 1,500.00 | $ - |
| 85 | 48" Precast Concrete Sewer Manhole (6'-8') | 1 | | | EA | $ 1,800.00 | $ - |
| 86 | 48" Precast Concrete Sewer Manhole (8'-10') | 0 | | | EA | $ 2,100.00 | $ - |
| 87 | 48" Precast Concrete Sewer Manhole (10'-12') | 1 | | | EA | $ 2,500.00 | $ - |
| 88 | 48" Precast Concrete Sewer Manhole (12'-14') | 1 | 1.00 | 1.00 | EA | $ 2,800.00 | $ 2,800.00 |
| 89 | 60" Precast Concrete Sewer Manhole (12'-14') | 1 | | | EA | $ 6,000.00 | $ - |
| 90 | 60" Precast Concrete Sewer Manhole (14'-16') | 1 | 2.00 | 2.00 | EA | $ 7,200.00 | $ 14,400.00 |
| 91 | 6" SDR 26 PVC Sewer Pipe for Services (All Depths) | 92 | 80.00 | 80.00 | LF | $ 12.00 | $ 960.00 |
| 92 | 8"x8"x6" PVC Tee | 3 | 1.00 | 1.00 | EA | $ 175.00 | $ 175.00 |
| 93 | 6" PVC Cleanout | 4 | | | EA | $ 310.00 | $ - |
| 94 | Crushed Aggregate (Size 825) | 185 | | | Ton | $ 35.00 | $ - |
| 95 | Select Fill Material (Class 9, Group C), LVM | 565 | 300.00 | 300.00 | CU | $ 12.00 | $ 3,600.00 |
| 96 | Concrete Pavement Repair (All Depths) | 266 | | | SY | $ 30.00 | $ - |
| 97 | Asphalt Pavement Repair (All Depths) | 148 | | | SY | $ 22.00 | $ - |
| 98 | 18" Reinforced Concrete Pipe, Class III, Rubber Gaskets | 8 | | | LF | $ 34.00 | $ - |
| 99 | Class "B" Concrete, Minor Structures | 2 | | | CY | $ 250.00 | $ - |
| 100 | Modular Block Retaining Wall | 240 | | | SF | $ 25.00 | $ - |
| 101 | Grassing | 1 | | | LS | $ 2,500.00 | $ - |
| 102 | Temporary Erosion Control | 1 | | | LS | $ 2,500.00 | $ - |
| 103 | Mobilization | 1 | 33% | 33% | LS | $ 15,000.00 | $ 4,950.00 |
| 104 | Maintenance of Traffic | 1 | 33% | 33% | LS | $ 15,000.00 | $ 4,950.00 |
| | | | | | | subtotal | $ 60,538.00 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | **SITE 6 - COUNTRY CLUB ROAD** | | | | | | $625,957.50 |
| 105 | 6" SDR 26 PVC Sewer Pipe (6'-8') | 11 | | 11.00 | LF | $ 15.00 | $ 165.00 |
| 106 | 8" SDR 26 PVC Sewer Pipe (0'-6') | 934 | | 1115.50 | LF | $ 23.00 | $ 25,656.50 |
| 107 | 8" SDR 26 PVC Sewer Pipe (6'-8') | 1,674 | | 1616.00 | LF | $ 24.00 | $ 38,784.00 |
| 108 | 8" SDR 26 PVC Sewer Pipe (8'-10') | 721 | | 587.00 | LF | $ 26.00 | $ 15,262.00 |
| 109 | 8" SDR 26 PVC Sewer Pipe (10'-12') | 1,566 | | 1612.00 | LF | $ 30.00 | $ 48,360.00 |
| 110 | 10" SDR 26 PVC Sewer Pipe (8'-10') | 131 | | 130.00 | LF | $ 29.50 | $ 3,835.00 |
| 111 | 10" SDR 26 PVC Sewer Pipe (10'-12') | 854 | | 846.00 | LF | $ 33.00 | $ 27,918.00 |
| 112 | Abandonement of Existing Sewer Line | 4,594 | | 2486.00 | LF | $ 4.00 | $ 9,944.00 |
| 113 | 48" Precast Concrete Sewer Manhole (0'-6') | 9 | | 11.00 | EA | $ 1,500.00 | $ 16,500.00 |
| 114 | 48" Precast Concrete Sewer Manhole (6'-8') | 5 | | 4.00 | EA | $ 1,800.00 | $ 7,200.00 |
| 115 | 48" Precast Concrete Sewer Manhole (8'-10') | 2 | | 1.00 | EA | $ 2,100.00 | $ 2,100.00 |
| 116 | 48" Precast Concrete Sewer Manhole (10'-12') | 6 | | 6.00 | EA | $ 2,500.00 | $ 15,000.00 |
| 117 | 72" Precast Concrete Sewer Manhole (18'-20') | 1 | | 1.00 | EA | $ 20,000.00 | $ 20,000.00 |
| 118 | Drop Manhole Assembly (All Depths) | 5 | | | EA | $ 800.00 | $ - |
| 119 | Demolition and Removal of Existing Manhole | 5 | | 2.00 | EA | $ 500.00 | $ 1,000.00 |
| 120 | Abandonement of Existing Manhole | 13 | | 14.00 | EA | $ 750.00 | $ 10,500.00 |
| 121 | 4" SDR 26 PVC Sewer Pipe for Services (All Depths) | 100 | | 96.00 | LF | $ 11.00 | $ 1,056.00 |
| 122 | 6" SDR 26 PVC Sewer Pipe for Services (All Depths) | 1,872 | | 1914.00 | LF | $ 12.00 | $ 22,968.00 |
| 123 | 8"x8"x6" PVC Tee | 59 | | 67.00 | EA | $ 175.00 | $ 11,725.00 |
| 124 | 10"x10"x6" PVC Tee | 10 | | 11.00 | EA | $ 230.00 | $ 2,530.00 |
| 125 | 6" PVC Cleanout | 58 | | 75.00 | EA | $ 310.00 | $ 23,250.00 |
| 126 | Crushed Aggregate (Size 825) | 2,021 | | 2915.52 | Ton | $ 35.00 | $ 102,043.20 |
| 127 | Select Fill Material (Class 9, Group C), LVM | 6,192 | | 3539.92 | CU | $ 12.00 | $ 42,479.04 |
| 128 | Concrete Pavement Repair (All Depths) | 23 | | 122.10 | SY | $ 30.00 | $ 3,663.00 |
| 129 | Asphalt Pavement Repair (All Depths) | 6,170 | | 9485.88 | SY | $ 22.00 | $ 208,689.36 |
| 130 | Concrete Curb & Gutter (Match Existing Type) | 35 | | | LF | $ 25.00 | $ - |
| 131 | Demolition and Removal of Concrete Headwall | 1 | | | EA | $ 750.00 | $ - |
| 132 | Demolition and Removal of Storm Sewer Pipe (All Sizes & Depths) | 146 | | | LF | $ 8.00 | $ - |
| 133 | 15" Reinforced Concrete Pipe, Class III, Rubber Gaskets | 80 | | | LF | $ 32.00 | $ - |
| 134 | 18" Reinforced Concrete Pipe, Class III, Rubber Gaskets | 30 | | | LF | $ 34.00 | $ - |
| 135 | 22"x13" Reinforced Concrete Arch Pipe, Class III, Flexible Plastic Gaskets | 36 | | | LF | $ 40.00 | $ - |
| 136 | 22"x13" Reinforced Concrete Arch Pipe, Flared End Section, Class III | 1 | | | EA | $ 950.00 | $ - |
| 137 | Class "B" Concrete, Minor Structures | 2 | | | CY | $ 250.00 | $ - |
| 138 | Concrete Paved Ditch (4" Depth) | 3 | | | SY | $ 45.00 | $ - |
| 139 | Grassing | 1 | | | LS | $ 2,500.00 | $ - |
| 140 | Erosion Control | 1 | | | LS | $ 2,500.00 | $ - |
| 141 | Mobilization | 1 | | 100% | LS | $ 15,000.00 | $ 15,000.00 |
| 142 | Maintenance of Traffic | 1 | | 95% | LS | $ 5,000.00 | $ 4,750.00 |
| | | | | | | subtotal | $ 680,378.10 |

| | SITE 7 - US HIGHWAY 49 SOUTH | | | | | | $153,182.00 |
|---|---|---|---|---|---|---|---|
| 143 | 10" SDR 26 PVC Sewer Pipe (0'-6') | 130 | | | LF | $24.00 | $ - |
| 144 | 10" SDR 26 PVC Sewer Pipe (6'-8') | 610 | | | LF | $26.00 | $ - |
| 145 | 10" SDR 26 PVC Sewer Pipe (8'-10') | 535 | | | LF | $29.00 | $ - |
| 146 | 10" SDR 26 PVC Sewer Pipe (10'-12') | 155 | | | LF | $33.00 | $ - |
| 147 | 10" SDR 26 PVC Sewer Pipe (12'-14') | 70 | | | LF | $39.00 | $ - |
| 148 | 10" SDR 26 PVC Sewer Pipe (14'-16') | 80 | | | LF | $46.00 | $ - |
| 149 | 10" SDR 26 PVC Sewer Pipe (16'-18') | 130 | | | LF | $53.00 | $ - |
| 150 | 10" SDR 26 PVC Sewer Pipe (18'-20') | 275 | | | LF | $63.00 | $ - |
| 151 | 10" SDR 26 PVC Sewer Pipe (20'-22') | 30 | | | LF | $78.00 | $ - |
| 152 | 8" Ductile Iron Sewer Pipe (0'-6') | 340 | | | LF | $55.00 | $ - |
| 153 | 8" Ductile Iron Sewer Pipe (6'-8') | 60 | | | LF | $58.00 | $ - |
| 154 | 48" Precast Concrete Sewer Manhole (6'-8') | 3 | | | EA | $1,800.00 | $ - |
| 155 | 48" Precast Concrete Sewer Manhole (8'-10') | 2 | | | EA | $2,100.00 | $ - |
| 156 | 48" Precast Concrete Sewer Manhole (12'-14') | 2 | | | EA | $2,500.00 | $ - |
| 157 | 48" Precast Concrete Sewer Manhole (18'-20') | 1 | | | EA | $3,000.00 | $ - |
| 158 | Crushed Aggregate (Size 825) | 16 | | | Ton | $35.00 | $ - |
| 159 | Select Fill Material (Class 9, Group C), LVM | 50 | | | CU | $12.00 | $ - |
| 160 | Asphalt Pavement Repair (All Depths) | 36 | | | SY | $22.00 | $ - |
| 161 | Grouted Riprap (Size 200) w/ Geotextile Fabric | 55 | | | Ton | $125.00 | $ - |
| 162 | Grassing | 1 | | | LS | $5,000.00 | $ - |
| 163 | Erosion Control | 1 | | | LS | $5,000.00 | $ - |
| 164 | Mobilization | 1 | | | LS | $15,000.00 | $ - |
| 165 | Maintenance of Traffic | 1 | | | LS | $7,000.00 | $ - |
| | | | | | | subtotal | $ - |

| | |
|---|---|
| Percent Complete: | 79% |
| Time Elapsed to date: | 1.23% |

| | |
|---|---|
| Total Earned - Regular Work | $ 1,175,900.40 |
| Less 10% Retainage | $ 117,590.04 |
| Stored Materials | $ 11,991.03 |
| Total Due - Regular Work | $ 1,070,301.39 |
| Less Previous Payments | $ 1,013,437.80 |
| Net Amount Due This Estimate | $ 56,863.59 |
| Less Deductions | $ - |
| Net Payment Due | $ 56,863.59 |

CERTIFIED CORRECT:

Shows, Dearman & Walts, Inc.

Project Engineer

APPROVED:

OWNER

**Comprehensive Sewer Improvements - Phase II**
**City of Hattiesburg**
**Stored Materials**

Pay Estimate: No.8

| Item No. | Item Description | Quantity | Unit Price | Amount |
|---|---|---|---|---|
| 1 | 8" SDR 26 PVC Sewer Pipe | 124 | $ 3.88 | $ 481.12 |
| 4 | Precast Concrete Manholes | 1 | | $ 11,509.91 |
| 5 | | | | $ - |
| 6 | | | | $ - |
| 7 | | | | $ - |
| 8 | | | | $ - |
| 9 | | | | $ - |
| 10 | | | | $ - |
| 11 | | | | $ - |
| 12 | | | | $ - |
| 13 | | | | $ - |
| 14 | | | | $ - |
| 15 | | | | $ - |
| 16 | | | | $ - |
| 17 | | | | $ - |
| 18 | | | | $ - |
| | | | | $ 11,991.03 |

Precast Manholes

| | |
|---|---|
| SMH #1= | $ 1,758.73 |
| SMH #2= | $ 2,043.74 |
| SMH #3= | $ 1,385.74 |
| SMH #4= | $ 1,262.74 |
| SMH #5= | $ 1,127.74 |
| SMH #6= | $ 1,165.74 |
| SMH #7= | $ 1,224.74 |
| SMH #8= | $ 1,540.74 |
| TOTAL: | $ 11,509.91 |

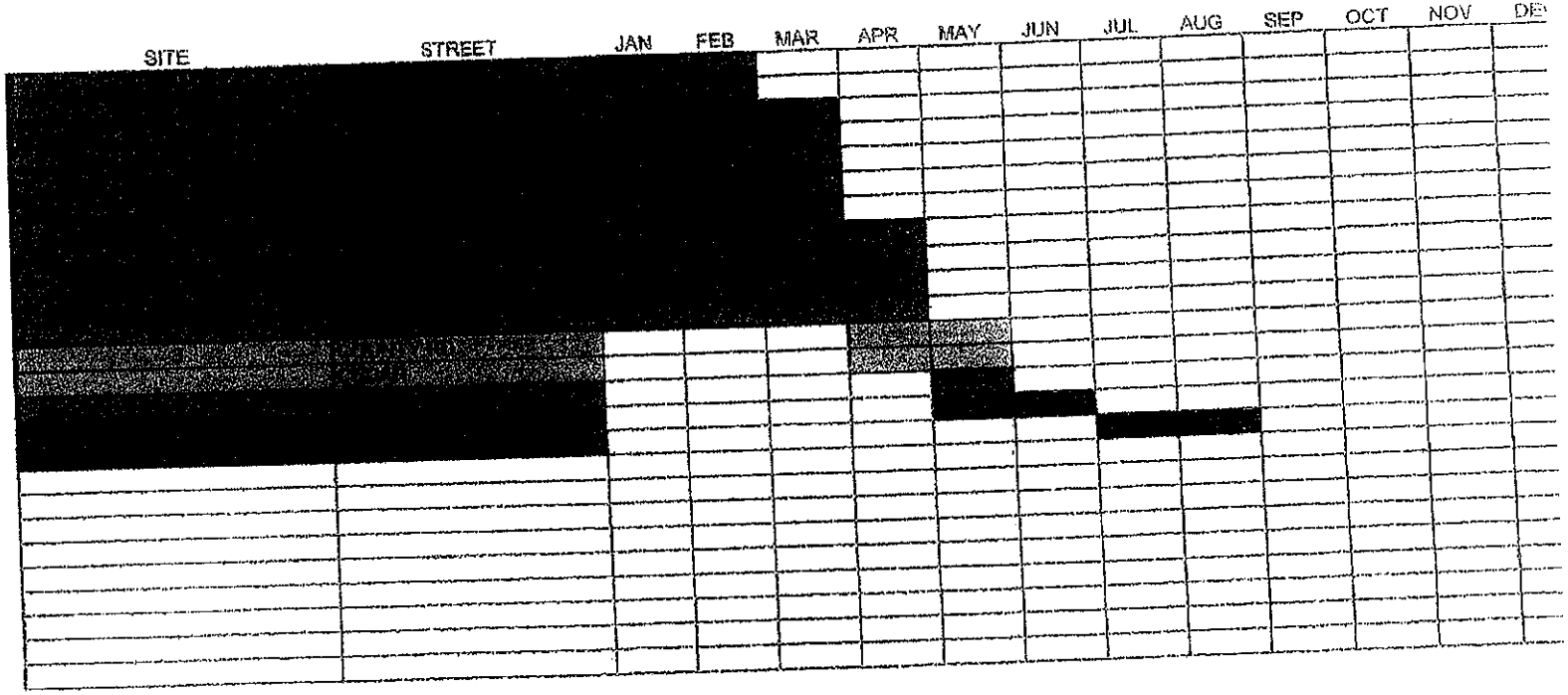
# SANITARY SEWER SCHEDULE

PROJECT Hattiesburg sewer rehab phase II

START DATE January 29,2013

HRL Contracting

COMEPLETION DATE August 17,2013



sdw

Engineering Progress

October 3, 2013

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Attn: Bert Kuyrkendall

Re: 500,000 Elevated Water Tank
City of Hattiesburg

Bert: Phoenix Fabricators #79,928.50

Enclosed please find Pay Estimate No. 5 for the above referenced project.

Should you have any questions or comments, please do not hesitate to call.

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/rs

Enclosure

Cc: Tony McLendon

APPROVED FOR PAYMENT
DATE 10/14/15
SIGNATURE

094695.7245.04
MB 2012-1 | 125

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

# Contractor's Application For Payment No. FIVE

| | | | |
|---|---|---|---|
| | | Application Period: 8/26/13 to 9/25/13 | Application Date: September 25, 2013 |
| To (Owner): | City of Hattiesburg<br>200 Forrest Street<br>Hattiesburg, MS 39403 | From (Contractor): Phoenix Fabricators & Erectors, Inc.<br>P.O. Box 631541<br>Cincinnati, Ohio 45263-1541 | Via (Engineer) Shows, Dearman & Waits, Inc.<br>P.O. Box 1711<br>Hattiesburg, MS 39403 |
| | | Project No.: PFE# 3267 | |
| Project: 500,000 Gallon Elevated Water Storage Tank | | Owner's Contract No.: Tank along U.S. HWY 98 | Engineer's Project No.: |

## Application for Payment

Change Order Summary

Approved Change Orders

| Number | Additions | Deductions |
|---|---|---|
| 1 | 127,826.00 | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTALS | 127,826.00 | 0.00 |
| NET CHANGE BY CHANGE ORDERS | 127,826.00 | |

| | | | |
|---|---|---|---|
| 1. | ORIGINAL CONTRACT PRICE | $ | 806,735.00 |
| 2. | Net change by Change Order | $ | 127,826.00 |
| 3. | CURRENT CONTRACT PRICE (Line 1 ± 2) | $ | 934,561.00 |
| 4. | TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate) | $ | 819,006.00 |
| 5. | RETAINAGE: | | |
| a. | 5 % × $ 819,006.00 Work Completed | $ | 40,950.30 |
| 6. | AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) | $ | 778,055.70 |
| 7. | LESS PREVIOUS PAYMENTS (Line 6 from prior Application) | $ | 698,227.20 |
| 8. | AMOUNT DUE THIS APPLICATION | $ | 79,828.50 |
| 9. | BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above) | $ | 156,505.30 |

### Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Phoenix Fabricators & Erectors, Inc.

By: Tamara J. Schaub A/R Manager

Date: 09/25/13

Payment of: $ 79,828.50
(Line 8 or other - attach explanation of other amount)

Is recommended by: _____ 79,828.50
(Engineer) (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of other amount)

Is approved by: _____ _____
(Owner) (Date)

Approved by: _____ _____
Funding Agency (if applicable) (Date)



EJCDC No. C-620 (2002 Edition)
Prepared by Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

## Lump Sum Progress Estimate

# Contractor's Application

| | | | |
|---|---|---|---|
| **For (contract):** | 500,000 Gallon Elevated Water Storage Tank<br>City of Hattiesburg | **Application Number:** | FIVE |
| **Application Period:** | 8/26/13 to 9/25/13 | **Application Date:** | 9/25/13 |

| A | | B | Work Completed | | E | F | | G |
|---|---|---|---|---|---|---|---|---|
| Item | | Scheduled Value | C | D | Materials Presently Stored (not in C or D) | Total Completed and Stored to Date (C + D + E) | % (F) B | Balance to Finish (B - F) |
| Specification Section No. | Description | | From Previous Application (C + | This Period | | | | |
| 1. | ENGINEERING/BONDS/INS | $40,000.00 | $40,000.00 | | | $40,000.00 | 100% | $0.00 |
| | FOUNDATION | $94,800.00 | $94,800.00 | | | $94,800.00 | 100% | $0.00 |
| | FABRICATION/DELIVERY | $361,100.00 | $361,100.00 | | | $361,100.00 | 100% | $0.00 |
| | ERECTION | $150,000.00 | $105,000.00 | $45,000.00 | | $150,000.00 | 100% | $0.00 |
| | ELECTRICAL | $3,600.00 | | | | $0.00 | 0% | $3,600.00 |
| 2. | 12" DIP 100' @ $60.00 | $6,000.00 | | | | $0.00 | 0% | $6,000.00 |
| 3. | 8" DIP 240' @ $45.00 | $10,800.00 | | | | $0.00 | 0% | $10,800.00 |
| 4. | FIRE HYDRANT 2 @ 2800.00 | $5,600.00 | | | | $0.00 | 0% | $5,600.00 |
| 5. | FENCE 382' @ 17.50 | $6,685.00 | | | | $0.00 | 0% | $6,685.00 |
| 6. | PAINTING | $97,000.00 | | $14,550.00 | $24,480.00 | $39,030.00 | 40% | $57,970.00 |
| 7. | SITE WORK | $4,500.00 | | | | $0.00 | 0% | $4,500.00 |
| 8. | ACCESS ROAD | $12,500.00 | $6,250.00 | | | $6,250.00 | 50% | $6,250.00 |
| 9. | EROSION CONTROL | $3,650.00 | | | | $0.00 | 0% | $3,650.00 |
| 10. | OVERFLOW INLET & PIPING | $9,500.00 | | | | $0.00 | 0% | $9,500.00 |
| 11. | RELOCATION OF UTILITY | $1,000.00 | | | | $0.00 | 0% | $1,000.00 |
| 12. | C/O #1- ENGINEERING/BONDS | $8,300.00 | $8,300.00 | | | $8,300.00 | 100% | $0.00 |
| | - DRILLED PIERS | $70,150.00 | $70,150.00 | | | $70,150.00 | 100% | $0.00 |
| | - FOUNDATION | $49,376.00 | $49,376.00 | | | $49,376.00 | 100% | $0.00 |
| | Totals | $934,561.00 | $734,976.00 | $59,550.00 | $24,480.00 | $819,006.00 | 88% | $115,555.00 |



EJCDC No. C-620 (2002 Edition)
Prepared by Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

TNEMEC® Company,Inc.
6800 Corporate Drive
Kansas City, MO 64120-1372
TEL: (816) 483-3400
FAX: (816) 483-3401
http://www.tnemec.com

# Invoice

| | | | |
|---|---|---|---|
| Date : | 09/16/13 | Number : | 2047727 |
| Customer #: | 1380 | Territory : | 030 |
| Order # : | 541555 | Terms : | NET45 |
| Price Agreement : | 221 | Tax Code : | 250350280 |
| Shipped Date : | 09/16/13 | FOB : | SHIP POINT |
| Freight Terms : | P13 | Routing : | FEDEX FREIGHT |
| PO # : | 3267 | | |
| Project : | HATTIESBURG2012-WATER TANK 3267 | | |

Bill To:
PHOENIX FABRICATORS & ERECTORS
182 S COUNTY ROAD 900 EAST
AVON IN 46123

Sold To:
PHOENIX FABRICATORS & ERECTORS
182 S COUNTY ROAD 900 EAST
AVON IN 46123

Remit To:
TNEMEC COMPANY INC
PO BOX 843797
DALLAS TX 75284-3797
Please reference the invoice number above on your remittance.

Ship To:
PHOENIX FABRICATORS & ERECTORS
% WATER TANK SITE LIBERTY PL
HATTIESBURG MS 39402 UNITED STATES

| Qty | Item | Description | Units | Billing UOM | Price | Extended Price |
|---|---|---|---|---|---|---|
| 25 | 1074UP-57BR-MK | ENDURA-SHIELD II CLOUD | 75.0000 | GL | 75.00 | 5,625.00 |

3267

G

All claims for damages in transit or shortage must be filed with the carrier. Terms and conditions of sale are presented on the reverse side hereof. Any and all additional or different terms shall not become part of the contract between Tnemec and you. Your acceptance of the goods will be considered an acceptance and assent to the terms on the reverse side hereof.

| | |
|---|---|
| Subtotal | 5,625.00 |
| Total Tax | 393.75 |
| Order Total | 6,018.75 |
| Currency | USD |
| Due Date | 10/31/13 |

TNEMEC Company,Inc.
6800 Corporate Drive
Kansas City, MO 64120-1372
TEL: (816) 483-3400
FAX: (816) 483-3401
http://www.tnemec.com

# Invoice

Date: 09/12/13
Number: 2047258
Customer #: 1380
Territory: 030
Order #: 541555
Terms: NET45
Price Agreement: 221
Tax Code: 250350280
Shipped Date: 09/12/13
FOB: SHIP POINT
Freight Terms: P13
Routing: FEDEX FREIGHT
PO #: 3267
Project: HATTIESBURG2012-WATER TANK 3267

Bill To:
PHOENIX FABRICATORS & ERECTORS
182 S COUNTY ROAD 900 EAST
AVON IN 46123

Sold To:
PHOENIX FABRICATORS & ERECTORS
182 S COUNTY ROAD 900 EAST
AVON IN 46123

Remit To:
TNEMEC COMPANY INC
PO BOX 843797
DALLAS TX 75284-3797
Please reference the invoice number above on your remittance.

Ship To:
PHOENIX FABRICATORS & ERECTORS
% WATER TANK SITE LIBERTY PL
HATTIESBURG MS 39402 UNITED STATES

| Qty | Item | Description | Billing Unit | UOM | Price | Extended Price |
|---|---|---|---|---|---|---|
| 25 | 1091-01120-LK | HYDRO-ZINC GREENISH GRAY | 100.0000 | GL | 67.35 | 6,735.00 |
| 9 | 1020-1255-LK | POTA-POX BEIGE PRIMER | 90.0000 | GL | 30.35 | 2,731.50 |
| 9 | 1020-15BL-LK | POTA-POX TANK WHITE | 90.0000 | GL | 30.35 | 2,731.50 |
| 10 | 0N69-00WH-LK | HB EPOXOLINE II TNEMEC WHITE | 100.0000 | GL | 41.30 | 4,130.00 |
| 4 | 1041-0039-5G | THINNER CLEAR | 20.0000 | GL | 46.85 | 937.00 |
| 2 | 1041-0042-5G | THINNER CLEAR | 10.0000 | GL | 24.85 | 248.50 |
| 9 | 1041-0004-5G | THINNER CLEAR | 45.0000 | GL | 21.25 | 956.25 |
| 4 | 1041-0003-5G | THINNER CLEAR | 20.0000 | GL | 19.30 | 386.00 |

3267
6

All claims for damages in transit or shortage must be filed with the carrier. Terms and conditions of sale are presented on the reverse side hereof. Any and all additional or different terms shall not become part of the contract between Tnemec and you. Your acceptance of the goods will be considered an acceptance and assent to the terms on the reverse side hereof.

| | |
|---|---|
| Subtotal | 18,855.75 |
| Total Tax | 1,319.90 |
| Order Total | 20,175.65 |
| Currency | USD |
| Due Date | 10/27/13 |

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 March 29, 2012 (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: Connie Everett (bc)
Title: Director of Administration/City Clerk
(Authorized City Representative)

# City of Hattiesburg, MS

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

## Master

### File Number: 2013-0672

**File ID:** 2013-0672 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

**File Created:** 10/15/2013

**Brief Title:** Municipal Compliance Questionnaire **Final Action:** 10/22/2013

**Minute Book Number:** MB2013-316-317

**Title:**

Authorize the Mayor and City Clerk to execute Certification to the Municipal Compliance Questionnaire for fiscal year ending September 30, 2013.

**Notes:**

**Sponsors:** **Enactment Date:**

**Attachments:** Municipal Compliance Questionnaire FY 13, executed Municipal Compliance Questionnaire FY 13

**Enactment Number:**

**Contact:** Connie Everett **Meeting Date:** 10/22/2013

**Drafter:** Connie Everett **Effective Date:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 10/22/2013 | Authorize | | | | Pass |

**Action Text:** A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Authorize the Mayor and City Clerk to execute Certification to the Municipal Compliance Questionnaire for fiscal year ending September 30, 2013.

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

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

Nays: 0

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

ΓEL-No Vote: 0

### Text of Legislative File 2013-0672

**Title**

Authorize the Mayor and City Clerk to execute Certification to the Municipal Compliance Questionnaire for fiscal year ending September 30, 2013.

**Summary**

Municipal Questionnaire

**Budget Information**

**Expenditure Type**

**Purchasing Item**

**Publication Information**

**Municipal Compliance Questionnaire**

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

*Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.*

1. Name and address of municipality:
   City of Hattiesburg
   PO Box 1898 Hattiesburg, MS 39403-1898

2. List the date and population of the latest official U.S. Census or most recent official census:
   2010 45,989

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).
   See Attached List

4. Period of time covered by this questionnaire:
   From: October 1, 2012 To: September 30, 2013

5. Expiration date of current elected officials' term: June 30, 2017

# MUNICIPAL COMPLIANCE QUESTIONNAIRE
**Year Ended September 30, 20__**

Answer All Questions: **Y** - YES, **N** - NO, **N/A** - NOT APPLICABLE

## PART I - General

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) — Y
2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) — Y
3. Are municipal records open to the public? (Section 25-61-5) — Y
4. Are meetings of the board open to the public? (Section 25-41-5) — Y
5. Are notices of special or recess meetings posted? (Section 25-41-13) — Y

5. Are all required personnel covered by appropriate surety bonds?
   - Board or council members (Sec. 21-17-5) — Y
   - Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) — Y
   - Municipal clerk (Section 21-15-38) — Y
   - Deputy clerk (Section 21-15-23) — Y
   - Chief of police (Section 21-21-1) — Y
   - Deputy police (Section 45-5-9) (if hired under this law) — Y

7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) — Y
8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33) — Y
9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) — Y
10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) — Y
11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) — Y

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Section 21-35-31 or 21-17-19) Y

**PART II - Cash and Related Records**

1. Where required, is a claims docket maintained? (Section 21-39-7) Y

2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Y

3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) Y

4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) Y

5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) Y

6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9) Y

7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) Y

8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205) Y

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) Y

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) Y

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) Y

12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) Y

13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) Y

14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) Y

15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) Y

16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] Y

17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) Y

18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? Y

19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) Y

**PART III - Purchasing and Receiving**

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] Y

2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] Y

3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] Y

4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) Y

**PART IV - Bonds and Other Debt**

| | | |
|---|---|---|
| 1. | Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) | Y |
| 2. | Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) | Y |
| 3. | Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) | Y |
| 4. | Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) | Y |
| 5. | Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) | Y |

**PART V - Taxes and Other Receipts**

| | | |
|---|---|---|
| 1. | Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) | Y |
| 2. | Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) | Y |
| 3. | Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) | N/A |
| 4. | Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) | Y |
| 5. | Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) | Y |
| 6. | Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) | Y |
| 7. | Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) | Y |
| 8. | Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) | Y |
| 9. | Has the municipality levied or appropriated not less than 1/4 | |

mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) Y

10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) Y

11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) Y

12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) Y

13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) Y

14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) Y

15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) Y

**(MUNICIPAL NAME)**

**Certification to Municipal Compliance Questionnaire**

**Year Ended September 30, 20 13**

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Hattiesburg, and, to the best of our knowledge and belief, all responses are accurate.

| | |
|---|---|
| (City Clerk's Signature) | (Mayor's Signature) |
| (Date) | (Date) |

Minute Book References:

Book Number _____

Page _____

*(Clerk is to enter minute book references when questionnaire is accepted by board.)*

ELECTED OFFICIALS
CITY OF HATTIESBURG, MISSISSIPPI
JULY 2013 – JUNE 2017

Mayor

Johnny L. DuPree
1028 North Main St.
Hattiesburg, MS 39401
(W) 601-545-4501

Ware 1 Councilperson

Kim Bradley
4219 Lincoln Rd. Extension
Hattiesburg, MS 39402
(W) 601-261-5060

Ward 2 Councilperson

Deborah Denard Delgado
304 Williams St.
Hattiesburg, MS 39401
(H) 601-582-2560

Ward 3 Councilperson

Carter Carroll
205 Lynnwood Circle
Hattiesburg, MS 39402
(H) 601-268-7583
(W) 601-545-4551

Ward 4 Councilperson

Mary Dryden
500 Mamie St.
Hattiesburg, MS 39401
(H) 601-554-3339

Ward 5 Councilperson

Henry Naylor
7 Langston Rd.
Hattiesburg, MS 39401
(H) 601-584-6160
(W) 601-545-4551

City Attorney

Charles Lawrence
1105 Edwards St.
Hattiesburg, MS 39401
(W) 601-582-4157

**Municipal Compliance Questionnaire**

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

*Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.*

1. Name and address of municipality:
   City of Hattiesburg
   PO Box 1898 Hattiesburg, MS 39403-1898

2. List the date and population of the latest official U.S. Census or most recent official census:
   2010 45,989

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).
   See Attached List

4. Period of time covered by this questionnaire:
   From: October 1, 2012 To: September 30, 2013

5. Expiration date of current elected officials' term: June 30, 2017

# MUNICIPAL COMPLIANCE QUESTIONNAIRE
**Year Ended September 30, 20__**

Answer All Questions: **Y** - YES, **N** - NO, **N/A** - NOT APPLICABLE

**PART I - General**

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) — Y
2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) — Y
3. Are municipal records open to the public? (Section 25-61-5) — Y
4. Are meetings of the board open to the public? (Section 25-41-5) — Y
5. Are notices of special or recess meetings posted? (Section 25-41-13) — Y

5. Are all required personnel covered by appropriate surety bonds?
   - Board or council members (Sec. 21-17-5) — Y
   - Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) — Y
   - Municipal clerk (Section 21-15-38) — Y
   - Deputy clerk (Section 21-15-23) — Y
   - Chief of police (Section 21-21-1) — Y
   - Deputy police (Section 45-5-9) (if hired under this law) — Y

7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) — Y
8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33) — Y
9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) — Y
10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) — Y
11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) — Y

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Section 21-35-31 or 21-17-19) Y

**PART II - Cash and Related Records**

1. Where required, is a claims docket maintained? (Section 21-39-7) Y

2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Y

3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) Y

4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) Y

5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) Y

6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9) Y

7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) Y

8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205) Y

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) Y

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) Y

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) Y

12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) Y

13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) Y

14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) Y

15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) Y

16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] Y

17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) Y

18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? Y

19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) Y

**PART III - Purchasing and Receiving**

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] Y

2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] Y

3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] Y

4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) Y

**PART IV - Bonds and Other Debt**

| | | |
|---|---|---|
| 1. | Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) | Y |
| 2. | Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) | Y |
| 3. | Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) | Y |
| 4. | Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) | Y |
| 5. | Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) | Y |

**PART V - Taxes and Other Receipts**

| | | |
|---|---|---|
| 1. | Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) | Y |
| 2. | Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) | Y |
| 3. | Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) | N/A |
| 4. | Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) | Y |
| 5. | Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) | Y |
| 6. | Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) | Y |
| 7. | Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) | Y |
| 8. | Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) | Y |
| 9. | Has the municipality levied or appropriated not less than 1/4 | |

mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) Y

10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) Y

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12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) Y

13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) Y

14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) Y

15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) Y

**(MUNICIPAL NAME)**

**Certification to Municipal Compliance Questionnaire**

**Year Ended September 30, 2013**

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Hattiesburg, and, to the best of our knowledge and belief, all responses are accurate.

Connie Everett (DC)
(City Clerk's Signature)

10-22-13
(Date)

(Mayor's Signature)

10-22-13
(Date)

Minute Book References:

Book Number _____

Page _____

*(Clerk is to enter minute book references when questionnaire is accepted by board.)*

ELECTED OFFICIALS
CITY OF HATTIESBURG, MISSISSIPPI
JULY 2013 – JUNE 2017

Mayor

Johnny L. DuPree
1028 North Main St.
Hattiesburg, MS 39401
(W) 601-545-4501

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(H) 601-584-6160
(W) 601-545-4551

City Attorney

Charles Lawrence
1105 Edwards St.
Hattiesburg, MS 39401
(W) 601-582-4157

# City of Hattiesburg, MS

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

## Master

### File Number: 2013-0658

**File ID:** 2013-0658 **Type:** Regular Agenda Item **Status:** Approved

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

**File Created:** 10/14/2013

**Brief Title:** 2014 Action Plan Submission **Final Action:** 10/22/2013

**Minute Book Number:** MB2013-317

**Title:**

Approve and authorize the Mayor to execute and submit the City of Hattiesburg's 2014 Action Plan to the U.S. Department of Housing and Urban Development in connection with the implementation of the 2013-2017 CDBG and HOME Entitlement Programs.{Entitlements}

**Notes:**

**Sponsors:** **Enactment Date:**

**Attachments:** 2014 Action Plan Text, Map - LowModIncome_Minority, Public Hearing Minutes and Written Comments, SF-424 - Estimates and Certifications, Executed SF-424 - Estimates and Certifications

**Enactment Number:**

**Contact:** **Meeting Date:** 10/22/2013

**Drafter:** **Effective Date:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 10/22/2013 | Approve and Authorize | | | | Pass |

**Action Text:** A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Approve and authorize the Mayor to execute and submit the City of Hattiesburg's 2014 Action Plan to the U.S. Department of Housing and Urban Development in connection with the implementation of the 2013-2017 CDBG and HOME Entitlement Programs.{Entitlements}

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

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

Nays: 0

| | | |
|---|---|---|
| Yea: | 5 | Council Member Bradley<br>Council Member Delgado<br>Council Member Carroll<br>Council Member Dryden<br>Council Member Naylor |
| ΓEL-No Vote: | 0 | |

**Text of Legislative File 2013-0658**

## Title

Approve and authorize the Mayor to execute and submit the City of Hattiesburg's 2014 Action Plan to the U.S. Department of Housing and Urban Development in connection with the implementation of the 2013-2017 CDBG and HOME Entitlement Programs.{Entitlements}

## Summary

2014 Action Plan Submission

## Budget Information

## Expenditure Type

## Purchasing Item

## Publication Information

# 2014 Annual Action Plan
## January 1, 2014 – December 31, 2014




**City of Hattiesburg, Mississippi**
**Department of Federal and State Programs**
**Community Development Division**

**Federal Program Year 2014**
**City of Hattiesburg Fiscal Year 2014 (partial)**
DUNS - 07 944 8130



OMB Control No: 2506-0117 (exp. 07/31/2015)

# Executive Summary

## AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

### Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Proposed projects/activities with 2014 CDBG funding include Housing Programs (Emergency Repair and Substantial Rehabilitation), Demolition, Public Services, and Facility Improvement. Proposed projects/activities with 2014 HOME funding include Housing Programs (Substantial Rehabilitation, and CHDO Affordable Housing). Specific goals for each area can be found in section AP-20.

### Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City is on pace to achieve the objectives listed in the 2013 Action Plan. Over the last several years, the Community Development Division has continued to implement and complete projects more and more efficiently. Much of the 2013 funding allocated, and therefore the projects designated for 2013 funding will carry into 2014. This has little to do with project delay and more to do with the fact that funding was not made available for CDBG and HOME Programs until six-months into the Program Year. Because objectives for 2013 have not significantly changed, there is little reason to deviate in 2014 based on evaluation of past performance.

### Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan:

Per the Citizen Participation Plan, the City advertised on September 6 and September 13, 2013 an upcoming Public Hearing and Comment Period related to the creation of the 2014 Action Plan. The advertisement included a proposed allocation of funding, which was reviewed during the Public Hearing on September 23, 2013. In addition to the prescribed newspaper advertisement, the Community Development Division also notified known organizations (including CHDOs, subrecipients, housing

organizations, various non-profits, and neighborhood representatives) by email of the upcoming Public Hearing and Comment Period.

**Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Comments received included support for programs such as emergency repair of housing, demolition of housing unsuitable for repair or rehabilitation, facilities improvement and related public services at those facilities, as well as infrastructure such as sewer/drainage improvement. Comments also included favoring other programs over programs to benefit businesses.

**Summary of comments or views not accepted and the reasons for not accepting them**

No comments were rejected.

## PR-05 Lead & Responsible Agencies – 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

| Agency Role | Name | Department/Agency |
|---|---|---|
| Lead Agency | HATTIESBURG | |
| CDBG Administrator | | |
| HOPWA Administrator | | |
| HOME Administrator | | |
| HOPWA-C Administrator | | |

**Table 1 – Responsible Agencies**

### Narrative (optional)

The City of Hattiesburg's Department of Federal & State Programs, and more specifically, the Community Development Division, is responsible for preparing the Consolidated Plan, subsequent Annual Action Plans, and corresponding Consolidated Annual Performance & Evaluation Reports (CAPER). Community Development Division (CDD) staff organizes and administers the Citizen Participation process, including Public Notices, Public Hearings, and Public Comment Periods. CDD staff is also responsible for the design, implementation, administration, and monitoring of all related programs. Predictable funding includes CDBG and HOME program funding from the U.S. Department of Housing & Urban Development, and the CDD seeks out other funding sources that may complement community development efforts as they may become available.

**Consolidated Plan Public Contact Information**

Citizens and community organizations with questions or comments related to the Consolidated Plan, Annual Action Plan, Consolidated Annual Performance & Evaluation Report, or any of the related programs should contact the City of Hattiesburg:

City of Hattiesburg
Community Development Division
P.O. Box 1898
Hattiesburg, MS 39403-1898

(601) 554-1006

## AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

### Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

During the creation of the 2013-2017 Consolidated Plan, numerous housing agencies, health organizations, and service agencies were consulted. Many of these organizations contributed answers to questionnaires, while others participated in special meetings. All input was taken into consideration in the creation of the 5-year plan, from which the 2013, and now the 2014 Action Plans are being created. Additionally, these organizations are included in the notification list used by the City's Community Development Division to announce public comment opportunities, public hearings, and other beneficial information.

### Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

As described above, the local Continuum of Care representatives are included in email notifications by the City and encouraged to participate in the planning process. Additionally, the City participates in the Pinebelt Coalition on Homelessness roundtable to stay informed on services and activities targeted toward homeless individuals and families. Regarding ESG funding, in recent years, the City has played more of a supporting role as funding now goes directly for the Mississippi Development Authority to the final grantee organization rather than through the City.

### Describe consultation with the Continuum(s) of Care that serves the State in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The local Continuum of Care is a part of the "balance of state" Continuum. As such, the responses related to our local COC above are applicable in this section as well.

### Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

| | | |
|---|---|---|
| 1 | **Agency/Group/Organization** | Oseola McCarty Youth Development Center |
| | **Agency/Group/Organization Type** | Services-Children<br>Services-Elderly Persons<br>Services-Health<br>Services-Education<br>Services-Employment<br>Neighborhood Organization |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Facility Improvement |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Agency participated in Public Hearings and submitted written comments. The 2014 Plan includes both housing repair programs and Facility Improvement projects, which the organization suggested. |
| 2 | **Agency/Group/Organization** | Hattiesburg Area Habitat for Humanity |
| | **Agency/Group/Organization Type** | Housing<br>Services-Education<br>Service-Fair Housing |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Agency participated in Public Hearings. Questions/comments favor programs that may prevent foreclosure - likely Public Service activities, but perhaps housing activities as well - both of which are possible in the 2014 Action Plan. |

**Table 2 – Agencies, groups, organizations who participated**

## Identify any Agency Types not consulted and provide rationale for not consulting

No organizations were intentionally excluded. The consultation process during the development of the 2013-2017 Consolidated Plan was extensive, and those comments/suggestions are still under consideration, and the City did not believe that priorities would have shifted significantly in the one year since it was developed to warrant consulting all agencies again. Any agency could have participated in the Public Hearings or submitted comments during the Comment Period, but participation was minimal.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

| Name of Plan | Lead Organization | How do the goals of your Strategic Plan overlap with the goals of each plan? |
|---|---|---|
| Continuum of Care | | |

**Table 3 – Other local / regional / federal planning efforts**

## AP-12 Participation – 91.105, 91.200(c)

### Summary of citizen participation process/Efforts made to broaden citizen participation
### Summarize citizen participation process and how it impacted goal-setting

Per the Citizen Participation Plan, the City advertised on September 6 and September 13, 2013 an upcoming Public Hearing and Comment Period related to the creation of the 2014 Action Plan. The advertisement included a proposed allocation of funding, which was reviewed during the Public Hearing on September 23, 2013. In addition to the prescribed newspaper advertisement, the Community Development Division also notified known organizations (including CHDOs, subrecipients, housing organizations, various non-profits, and neighborhood representatives) by email of the upcoming Public Hearing and Comment Period.

Comments received included support for programs such as emergency repair of housing, demolition of housing unsuitable for repair or rehabilitation, facilities improvement and related public services at those facilities, as well as infrastructure such as sewer/drainage improvement. Comments also included favoring other programs over programs to benefit businesses.

In reviewing the proposed allocation that was published in the advertisement, the comments received seem to support the proposal. Housing repair/rehabilitation was a common topic of interest as well as demolition of housing infeasible for repair. Needs expressed for public facility improvements in facilities that serve low-income clientele support the concept of concentrating spending for certain program areas into one Program Year.

The most simplistic method to plan projects over five years is to take the total estimated amount for a program over 5-years and distribute it somewhat evenly over the 5-year period. That direction works well for some program areas – like Public Services, but it makes it difficult to make a noticeable impact in any single program area such as Homeless Housing, Public Facilities, etc. For that reason, after receiving frequent comments related to needs for homeless housing in the preparation of the 2013 Action Plan, the City proposed concentrating the majority (66%) of the five-years' worth of funding into one year in order to ensure completion of one larger-scale project as opposed to a few small projects over the next few years. Likewise, in 2013 and again in the planning for 2014, the City has received comments requesting funding for Facilities Improvement projects. Rather than performing minimal improvements to a few facilities (or phased slowly), the proposed allocation allows for more concentrated impact in 2014. This process will allow for less funding in certain areas in 2013 and 2014, but will allow for more concentrated funding in other areas on later years of the 5-year plan.

## Citizen Participation Outreach

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 1 | Newspaper Ad | Non-targeted/broad community | The City advertised on July 5 and July 12, 2013, opening a Public Comment Period and announcing a Public Hearing for July 25, 2013 for the purpose of updating the public on CDBG/HOME Programs and to receive any related input/suggestions/comments. | No comments received. | | |
| 2 | Public Meeting | Non-targeted/broad community | Public Hearing on July 25, 2013. Six people attended in addition to City Staff - representing various non-profits. | Most attendees were interested in status updates related to CDBG Public Service grants. | | |

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 3 | Newspaper Ad | Non-targeted/broad community | The City advertised on September 6 and September 13, 2013, opening a Public Comment Period and announcing a Public Hearing for September 23, 2013 for the purpose of receiving input/suggestions/comments for the purpose of writing the 2014 Annual Action Plan for CDBG/HOME Programs. | Comments received included support for programs such as emergency repair of housing, demolition of housing unsuitable for repair or rehabilitation, facilities improvement and related public services at those facilities, as well as infrastructure such as sewer/drainage improvement. Comments also included favoring other programs over programs to benefit businesses. | | |

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 4 | Public Meeting | Non-targeted/broad community | Public Hearing on September 23, 2013. Seven people attended in addition to City Staff - representing various non-profits as well as citizens. | Comments received included support for programs such as emergency repair of housing, demolition of housing unsuitable for repair or rehabilitation, facilities improvement and related public services at those facilities, as well as infrastructure such as sewer/drainage improvement. Comments also included favoring other programs over programs to benefit businesses. | | |

**Table 4 – Citizen Participation Outreach**

# Expected Resources

## AP-15 Expected Resources – 91.220(c) (1, 2)

### Priority Table

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Reminder of ConPlan $ | Narrative Description |
|---|---|---|---|---|---|---|---|---|
| | | | Annual Allocation: $ | Program Income: $ | Prior Year Resources: $ | Total: $ | | |
| CDBG | public - federal | Acquisition<br>Admin and Planning<br>Economic Development<br>Housing<br>Public Improvements<br>Public Services | 525,000 | 0 | 460,000 | 985,000 | 1,575,000 | The Annual Allocation amount used (for year 2) is the 2013 amount adjusted to a round figure. The expected amount for the remainder of the Con Plan is simply that Year 2 estimate multiplied by 3. Also, the Program Income figure is zero, but changes in programming could potentially create Program Income. Priot Year resources listed are an estimate based on existing resources and an approximation of expenditures to be made between the writing of the Con Plan and the end of the 2013 Program Year. |

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Reminder of ConPlan $ | Narrative Description |
|---|---|---|---|---|---|---|---|---|
| | | | Annual Allocation: $ | Program Income: $ | Prior Year Resources: $ | Total: $ | | |
| HOME | public - federal | Acquisition<br>Homebuyer assistance<br>Homeowner rehab<br>Multifamily rental new construction<br>Multifamily rental rehab<br>New construction for ownership<br>TBRA | 250,000 | 0 | 480,000 | 730,000 | 750,000 | The Annual Allocation amount used (for year 2) is the 2013 amount adjusted to a round figure. The expected amount for the remainder of the Con Plan is simply that Year 2 estimate multiplied by 3. Also, the Program Income figure is zero, but changes in programming could potentially create Program Income. Priot Year resources listed are an estimate based on existing resources and an approximation of expenditures to be made between the writing of the Con Plan and the end of the 2013 Program Year. |

**Table 5 - Expected Resources – Priority Table**

## Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City hopes to continue its partnerships through groups such as the Housing Roundtable and the Pinebelt Coalition on Homelessness in a concerted effort to strategically address problems and mutual concerns. As in the past, the City values these and other such partnerships as community partners bring differing resources to the table - funding, volunteers, services, etc. - for mutual benefit. The City will also continue to seek out funding opportunities such as those available for housing activities through the Federal Home Loan Bank, the Mississippi Development Authority, and funding opportunities such as those generously provided in recent years by the Salvation Army. Regarding matching requirements, the City of Hattiesburg does not have a local HOME matching requirement.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The City has recently utilized its mapping capabilities to identify City and State owned property throughout the City of Hattiesburg. These properties are reviewed periodically when need arises for particular projects, and the City intends to continue this approach of utilizing property already in its inventory (when appropriate) before seeking property to purchase. However, given the priorities for 2014, it is unlikely that these properties will be utilized for this purpose unless it involves transfer of property to a non-profit partner for mutually agreeable community development purposes.

# Annual Goals and Objectives

## AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

### Goals Summary Information

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|---|---|---|---|---|---|---|---|---|
| 1 | Housing Programs (including Affordable Housing) | 2013 | 2017 | Affordable Housing | | Housing Rehabilitation Emergency Repair Rental Rehabilitation | CDBG: $210,000 HOME: $225,000 | Rental units rehabilitated: 1 Household Housing Unit Homeowner Housing Rehabilitated: 10 Household Housing Unit |
| 2 | Demolition | 2013 | 2017 | Demolition | | Demolition | CDBG: $50,000 | Buildings Demolished: 10 Buildings |
| 3 | Public Services | 2013 | 2017 | Homeless Non-Homeless Special Needs Non-Housing Community Development | | Public Services | CDBG: $60,000 | Public service activities other than Low/Moderate Income Housing Benefit: 200 Persons Assisted Homeless Person Overnight Shelter: 20 Persons Assisted Homelessness Prevention: 20 Persons Assisted HIV/AIDS Housing Operations: 20 Household Housing Unit |

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|---|---|---|---|---|---|---|---|---|
| 4 | Public Facility Improvement | 2013 | 2017 | Non-Housing Community Development | | Public Facility Improvement | CDBG: $100,000 | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted |

**Table 6 – Goals Summary<TYPE=[text] REPORT_GUID=[9B4786E64DDAC839A8E119B13CB7DB46]>**

## Goal Descriptions

| | | |
|---|---|---|
| 1 | **Goal Name** | Housing Programs (including Affordable Housing) |
| | **Goal Description** | The 2014 goals for Housing Programs, based on a funding estimate would allow the City to complete 10 "Homeowner Rehabilitations," which assumes four (4) full rehabilitation activities and six (6) Emergency Repairs. The goal also includes the completion of one CHDO project - herein assumed to be a Rental Rehabilitation, although the type of CHDO Project undertaken will depend on the type of project submitted in an RFP for CHDO proposals. CHDO proposals may also include new affordable home construction for sale to LMI buyers, or may include acquisition rehab for sale or rent, or may include new construction for affordable rental. Based on the still-slow low-income housing market as it pertains to home sales, we believe that a rental activity of some kind is most likely. |
| 2 | **Goal Name** | Demolition |
| | **Goal Description** | The City estimates that the funding will allow for the demolition of 10 vacant, dilapidated homes. Actual cost once bid may allow for the demolition more or less houses than herein estimated. |
| 3 | **Goal Name** | Public Services |
| | **Goal Description** | These goals are estimates only. The actual goal will depend largely on the results of the RFP process for Public Service providers, the types of agencies that respond, the clientele they intend to serve, and the scope of their programs. |
| 4 | **Goal Name** | Public Facility Improvement |
| | **Goal Description** | Facility activity seeks to repair and improve a facility for the purpose of increasing capacity of programs available to a low income neighborhood and the intent to expand program offerings. |

**Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):**

The activities listed for 2014 funding include the creation of only one affordable housing unit, to be developed by a CHDO, that will likely be rented (if it becomes a rental activity) to a low-income household. Other activities, such as the Full Rehabilitation and Emergency Repair programs for LMI Homeowners will make housing affordable in the sense that improvements will be made that the household otherwise would not have been able to afford. Counting such rehab and repair activities, an additional 10 households will be served in this manner. Of those 10 households, we can only estimate income levels, but will anticipate that 3 will likely be extremely low-income, 4 will be low-income, and 3 will be moderate-income. It should be noted that of these 11 total households mentioned, only 4 (including the CHDO development) are HOME-funded. Others are CDBG-funded.

## AP-35 Projects – 91.220(d)

The following is a listing of projects that the City of Hattiesburg proposes to undertake using CDBG and HOME funds anticipated for 2014.

| # | Project Name |
|---|---|
| 1 | CDBG Administration |
| 2 | CDBG Housing Programs |
| 3 | CDBG Demolition |
| 4 | CDBG Public Services |
| 5 | CDBG Facility Improvement |
| 6 | HOME Administration |
| 7 | HOME Housing Programs |

**Table 7 – Project Information**

### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocation of funding is in keeping with the priority needs identified in the Consolidated Plan and with citizen input during the Action Plan adoption process. Housing issues - rehabilitation, emergency repair, code compliance, demolition, affordability - being the greatest priority identified, it is allocated the greatest amount of funding. Funding for Public Services and Facilities Improvement for various community service supports is also a focus in 2014.

# Projects

## AP-38 Projects Summary

### Project Summary Information

| | | |
|---|---|---|
| 1 | **Project Name** | CDBG Administration |
| | **Target Area** | |
| | **Goals Supported** | Housing Programs (including Affordable Housing)<br>Demolition<br>Public Facility Improvement<br>Public Services |
| | **Needs Addressed** | Housing Rehabilitation<br>Emergency Repair<br>Demolition<br>Down Payment Assistance<br>Acquisition<br>Public Facility Improvement<br>Infrastructure<br>Public Services<br>Housing - Special Needs and/or Homeless<br>Microenterprise Assistance<br>Commercial Rehab - Facade Improvement<br>Rental Rehabilitation<br>Economic Development - Neighborhoods<br>TBRA<br>Urgent Needs |
| | **Funding** | CDBG: $105,000 |

| | | |
|---|---|---|
| | **Description** | Administrative Support for Community Development effforts. |
| | **Planned Activities** | CDBG Administration supports all areas of CDBG programs, but goals for individual program areas are captured in the Project Summary for each individual program area (rather than being duplicated under the Administration Project). |
| **2** | **Project Name** | CDBG Housing Programs |
| | **Target Area** | |
| | **Goals Supported** | Housing Programs (including Affordable Housing)<br>Demolition |
| | **Needs Addressed** | Housing Rehabilitation<br>Emergency Repair<br>Demolition<br>Down Payment Assistance<br>Acquisition<br>Housing - Special Needs and/or Homeless<br>Rental Rehabilitation |
| | **Funding** | CDBG: $210,000 |
| | **Description** | Project includes substantial rehabilitation (full rehab), emergency repair, and project delivery for housing activities. |
| | **Planned Activities** | Planned activities include substantial rehabilitation (1) and emergency repair (6). Activity also includes the project delivery of those activities as well as demolition, and HOME-funded housing activities, but rather than duplicate goals, demolition goals, and goals of HOME-funded housing activities will be tabulated in Project Summaries for their respective projects. |
| **3** | **Project Name** | CDBG Demolition |
| | **Target Area** | |
| | **Goals Supported** | Demolition |
| | **Needs Addressed** | Demolition |
| | **Funding** | CDBG: $50,000 |
| | **Description** | Demolition of vacant, dilapidated single-family houses that are infeasible for rehabilitation. |

| | | |
|---|---|---|
| | **Planned Activities** | Demolition of vacant, dilapidated single-family houses that are infeasible for rehabilitation. |
| **4** | **Project Name** | CDBG Public Services |
| | **Target Area** | |
| | **Goals Supported** | Public Services |
| | **Needs Addressed** | Public Services |
| | **Funding** | CDBG: $60,000 |
| | **Description** | Public Services for a variety of programs serving LMI households. The specific type of activity and exact accomplishment will be determined after a request for proposals from eligible non-profit organizations, and RFP's or the scoring thereof may be targeted for certain intended outcomes in order to achieve goals of the Con Plan or Action Plan as needed. |
| | **Planned Activities** | Public Services for a variety of programs serving LMI households. The specific type of activity and exact accomplishment will be determined after a request for proposals from eligible non-profit organizations, and RFP's or the scoring thereof may be targeted for certain intended outcomes in order to achieve goals of the Con Plan or Action Plan as needed. |
| **5** | **Project Name** | CDBG Facility Improvement |
| | **Target Area** | |
| | **Goals Supported** | Public Facility Improvement |
| | **Needs Addressed** | Public Facility Improvement |
| | **Funding** | CDBG: $100,000 |
| | **Description** | Facility activity seeks to repair and improve a facility for the purpose of increasing capacity of programs available to a low income neighborhood and the intent to expand program offerings. |
| | **Planned Activities** | Facility activity seeks to repair and improve a facility for the purpose of increasing capacity of programs available to a low income neighborhood and the intent to expand program offerings. |

| | | |
|---|---|---|
| 6 | **Project Name** | HOME Administration |
| | **Target Area** | |
| | **Goals Supported** | Housing Programs (including Affordable Housing) |
| | **Needs Addressed** | Housing Rehabilitation<br>Down Payment Assistance<br>Rental Rehabilitation<br>TBRA |
| | **Funding** | HOME: $25,000 |
| | **Description** | Administrative support for HOME-funded community development activities. |
| | **Planned Activities** | HOME Administration supports all areas of HOME programs, but goals for individual program areas are captured in the Project Summary for each individual program area (rather than being duplicated under the Administration Project). |
| 7 | **Project Name** | HOME Housing Programs |
| | **Target Area** | |
| | **Goals Supported** | Housing Programs (including Affordable Housing) |
| | **Needs Addressed** | Housing Rehabilitation<br>Acquisition<br>Rental Rehabilitation |
| | **Funding** | HOME: $225,000 |
| | **Description** | Program includes the Housing Rehabilitation program, Affordable Housing activities, CHDO activities, and others priorities mentioned within the Consolidated Plan should resources and need arise. |
| | **Planned Activities** | Planned activities include housing rehabilitation, and the addition of one homeowner housing unit (which may be substituted as an activity for the acquisition/rehab for resale to a homeowner). |

**Table 8 – Project Summary**

## AP-50 Geographic Distribution – 91.220(f)

### Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

With the exception of the Facilities Improvement Program, none of the activities proposed for the 2014 Action Plan are directed geographically, meaning that there is not a prescribed area in which these activities are required to take place – as long as they take place within, and serve LMI beneficiaries within, the city limits of the City of Hattiesburg. Housing Rehabilitation, Emergency Repair, Demolition, and other Affordable Housing activities are allowable Citywide. However, these activities have historically taken place in areas of low-income and minority concentration. Such areas include the greater portion of Wards 2, 4, and 5, which are better identified by U.S. Census tracts 002, 003, 005, 006, 011, 105, and 107. Public Service grants are likewise, not directed geographically, but tend to be centered in low-income areas by virtue of the clients that the agencies serve. The Facilities Improvement Program will be directed toward a low-income Census tract in order to assure that the activity benefits low-income persons/households.

### Geographic Distribution

| Target Area | Percentage of Funds |
|---|---|
| | |

**Table 9 - Geographic Distribution**

### Rationale for the priorities for allocating investments geographically

The only activity/priority that is geographically driven in the 2014 Action Plan is the Facility Improvement Program, which will be focused on a low-income Census tract. It is possible that procedures may change in the future regarding the approach taken to address housing rehabilitation, which could allow for a geographic focus. Such a focus would be based on findings of concentrations of need in low-income areas and/or based on a concerted effort by the City and/or partner agencies to create an impact on a particular neighborhood or area, but at the present time, there is no such policy dictating such action, and any action to that effect taken by any of the City's subrecipients is at their own discretion as long as it does not conflict with any HUD regulation or City policy to the contrary.

# Affordable Housing

## AP-55 Affordable Housing – 91.220(g)

| One Year Goals for the Number of Households to be Supported | |
|---|---|
| Homeless | 20 |
| Non-Homeless | 20 |
| Special-Needs | 20 |
| Total | 60 |

**Table 10 - One Year Goals for Affordable Housing by Support Requirement**

| One Year Goals for the Number of Households Supported Through | |
|---|---|
| Rental Assistance | 0 |
| The Production of New Units | 0 |
| Rehab of Existing Units | 11 |
| Acquisition of Existing Units | 0 |
| Total | 11 |

**Table 11 - One Year Goals for Affordable Housing by Support Type**

### Discussion

The figures provided above are taken from the total goals from all activities/projects anticipated within the 2014 Action Plan with the exception of Administrative activities, Demolition activities, and Facility Improvement Activities. To a large degree, the goals for each category of household or housing project type are unknown because they will vary depending on the type of Public Service projects undertaken. The numbers above are a tabulation of each type as listed in the goals outlined earlier in the Action Plan.

As an example, "Rehab of Existing Units" has a goal of 11, which is a tabulation of (1) proposed Rental Rehabilitation by a CHDO (assuming that the CHDO proposal selected in the RFP process is a Rental Rehabilitation project), (4) Full Rehabilitations, and (6) Emergency Repairs.

## AP-60 Public Housing – 91.220(h)

### Introduction

The Hattiesburg Housing Authority manages 296 Public Housing units in the City of Hattiesburg.

### Actions planned during the next year to address the needs to public housing

The City of Hattiesburg stands ready to support the Hattiesburg Housing Authority in any way possible, particularly as the HHA seeks to replace many of its older units in the coming years.

### Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Housing Authority will continue to host monthly resident meetings at each of its developments to engage its residents. Guest speakers will be scheduled as appropriate to bring residents valuable information related to the City, the schools, civic service agencies, or others as may be pertinent. The HHA will also continue to host National Night Out Against Crime events as an opportunity to engage residents.

### If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

n/a

## AP-65 Homeless and Other Special Needs Activities – 91.220(i)

### Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

### Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Hattiesburg actively participates in meetings of the Pinebelt Coalition on Homelessness and supports the efforts of individual organizations whose mission is to serve homeless populations. The City intends to continue this collaboration in 2013, and intends to increase efforts in serving the homeless community by way of funding supportive services offered by appropriate agencies. Direct support will most likely come by way of Public Service grants. The City also intends to support these agencies in attaining funding for additional emergency and transitional shelter.

### Addressing the emergency shelter and transitional housing needs of homeless persons

As previously stated, the City intends to continue its collaboration with organizations whose missions include services and housing for homeless persons. The City will support these agencies in competing for and attaining funding for additional emergency and transitional shelter, and may, as funding allows, consider opportunities to support new sustainable programs for emergency and/or transitional housing.

### Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Hattiesburg's partner agencies in the field of homelessness and special needs clients are well organized and maintain close working relationships via the Pinebelt Coalition on Homelessness. The City also facilitates a Housing Roundtable – an organization focused on a variety of housing concerns in Hattiesburg. Though the two coalitions differ somewhat in purpose, there is a great deal of overlap in both subject matter and membership. The City's intended (continued) support of the agencies within both groups are an opportunity to address transition to independent living, affordable housing, and ensuring appropriate case management, as the organizations have already proven capable of doing.

### Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities,

**foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

The City has recently supported financial literacy programs, utility assistance programs, and job/skills training programs with CDBG assistance. Forrest General Hospital has a process for identifying homeless persons and persons with substance abuse problems that may require certain case management or supportive service resources, and there is a well-organized process by which people are referred to appropriate agencies that may be able to assist. The City intends to support activities – likely through Public Service grants – that will assist all manners of homelessness, including the prevention thereof.

| **One year goals for the number of households to be provided housing through the use of HOPWA for:** |
|---|
| Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family |
| Tenant-based rental assistance |
| Units provided in housing facilities (transitional or permanent) that are being developed, leased, or operated |
| Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds |
| Total |

## AP-75 Barriers to affordable housing – 91.220(j)

### Introduction

Hattiesburg has historically supported efforts to meet housing needs of its citizens and has been proactive in the provision of housing to its low- and moderate-income residents. In the 1938-1939 timeframe, the City created one of the first housing authorities in the State of Mississippi. The City supported the creation of the Mississippi Regional Housing Authority No. VIII and its efforts to bring Section 8 assistance to City residents.

The Official Zoning Ordinance and Subdivision Regulations make provisions for affordable housing and provide protection to citizens by ensuring proper land use and high quality residential land development.

### Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City's zoning ordinance and related regulations are conducive to affordable housing development. As public policies are concerned, the only notable barrier to affordable housing has to do with development in flood zones where FEMA regulations create limitations on the value/cost of rehabilitation that can take place on existing structures. Historically, new affordable housing has not been created in flood zones when using CDBG or HOME funds because of the challenges of meeting the development requirements. The City will make it known to partner agencies and CHDOs that such new developments are possible given compliance with certain development and insurance requirements.

### Discussion

The City continues to implement housing rehabilitation programs to upgrade owner-occupied housing. Through its CHDOs, the City of Hattiesburg is supporting affordable housing initiatives providing for the construction of new affordable housing and homebuyer down-payment assistance programs. These activities serve to reduce affordable housing barriers. The City has also partnered with service providers in areas of adult financial literacy, jobs training, and employability skills training - all of which address barriers individuals may have in attaining affordable housing. The City will continue to support such programs - most likely through Public Service grants.

## AP-85 Other Actions – 91.220(k)

### Actions planned to address obstacles to meeting underserved needs

Several of the City of Hattiesburg's CDBG and HOME funded activities seek to address underserved needs by way of affordable housing, housing rehabilitation, and assistance to non-profit organizations with such missions, among others. The City will continue these efforts in the coming years, and will also continue work in areas of obstacles pertaining to affordable housing.

### Actions planned to foster and maintain affordable housing

The City, having updated its Analysis of Impediments to Fair Housing Choice in 2012, has identified particular challenging areas related to affordable housing and housing choice. In this planning period, the City will continue to make its Down Payment Assistance Program available (prior years' funding still available), will continue to promote the Bank On Hattiesburg Program, and will continue to address code compliance in an effort to continue improving housing stock.

### Actions planned to reduce lead-based paint hazards

Through the City's ongoing Housing Rehabilitation, Emergency Repair, and other housing activities, the City and its partners comply with 24 CFR Part 35, which often requires lead-based paint abatement. These activities will be continued in 2014 along with the potential for addressing LBP hazards in housing as a stand-alone activity.

### Actions planned to reduce the number of poverty-level families

The City will continue to support non-profits and public efforts to improve adult financial literacy, and will continue to promote Bank On Hattiesburg in an effort to address the high number of households in the area that are either un-banked or under-banked and may rely on predatory lenders and other non-traditional financial institutions.

### Actions planned to develop institutional structure

The City plans to continue facilitating the Housing Roundtable, participating in the Pinebelt Coalition on Homelessness, and participating with other similar organizations as the opportunity arises. The City will also continue to support agencies in the area as they may have opportunities to compete for grants that serve the needs identified in the City's Consolidated Plan or other opportunities that are of a community benefit.

## Actions planned to enhance coordination between public and private housing and social service agencies

As stated previously, the City will continue to participate with the Housing Roundtable and the Pinebelt Coalition on Homelessness, and will continue to encourage agencies that have a mutual interest to participate as well.

# Program Specific Requirements

## AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

### Community Development Block Grant Program (CDBG)
### Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

| | |
|---|---|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | 0 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan | 0 |
| 5. The amount of income from float-funded activities | 0 |
| **Total Program Income:** | **0** |

### Other CDBG Requirements

| | |
|---|---|
| 1. The amount of urgent need activities | 0 |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 80.00% |

## HOME Investment Partnership Program (HOME)
## Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   The City of Hattiesburg is not required to provide a local match to the HOME funding allocated to eligible activities. However, the City does seek out other public and private grants from time-to-time to complement its Community Development efforts. All activities/investments undertaken in whole or in part with HOME funding will comply with 24 CFR Part 92.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   The City of Hattiesburg will primarily use the recapture option, which would secure the amount of HOME funds in the project (i.e. homebuyer assistance) by a silent second mortgage and promissory note. Therefore, if an assisted homebuyer sells the home during the applicable period of affordability, the City shall recover HOME funds from the net proceeds of sale, as specified in CFR 92.254(a)(5)(ii). Recapture of HOME funds will be handled as follows: First, the amount of HOME assistance covered under the mortgage and promissory note will be reduced pro rata for each complete month the homebuyer has owned and occupied the house; the resulting amount will be due if the sale of the house results in net proceeds sufficient to cover it. If the net proceeds will not cover the full amount due, the recaptured amount will be equal to the net proceeds. In cases where there are no net proceeds to recapture, the resale provision must be used.

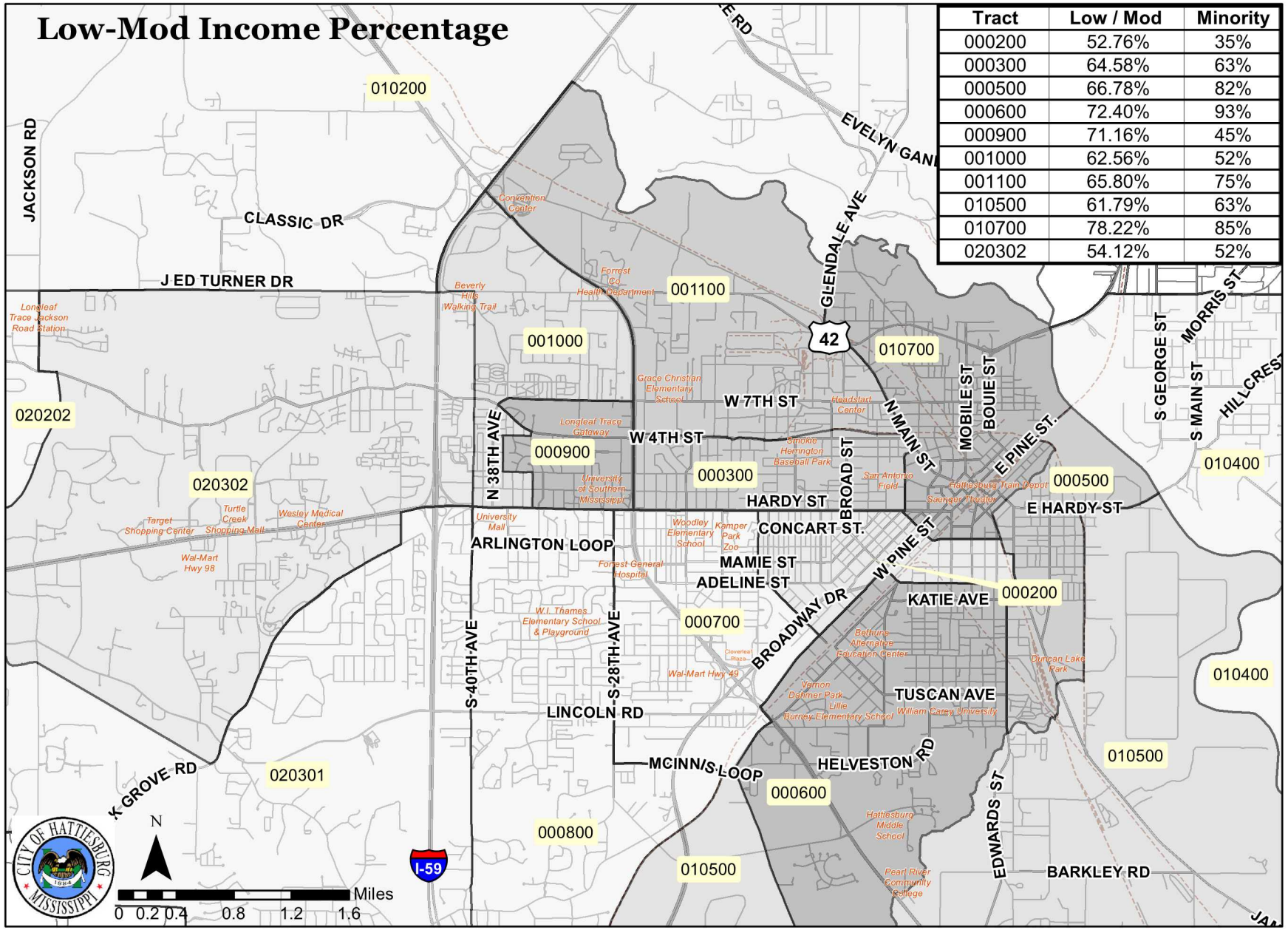
3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   In principle, the same guidelines will be followed as are described in #2 above. Of note should be the clarification that in cases that involve direct financial assistance (downpayment assistance and/or the amount a property is sold less than its value), the amount of the direct assistance will be used in determining the affordability period.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   The City of Hattiesburg has no such plans to refinance the existing debt of any such property. Should plans arise for such an activity, plans and guidelines will be established, and the Consolidated/Action Plan would be amended accordingly following the existing Citizen Participation Plan.

# Low-Mod Income Percentage




| Tract | Low / Mod | Minority |
|---|---|---|
| 000200 | 52.76% | 35% |
| 000300 | 64.58% | 63% |
| 000500 | 66.78% | 82% |
| 000600 | 72.40% | 93% |
| 000900 | 71.16% | 45% |
| 001000 | 62.56% | 52% |
| 001100 | 65.80% | 75% |
| 010500 | 61.79% | 63% |
| 010700 | 78.22% | 85% |
| 020302 | 54.12% | 52% |

**September 23, 2013 – Public Hearing Minutes**
**CDBG/HOME 2014 Action Plan**

There is concern about the way the program is handled. How is it that people have been on the list for a long time are continuing to wait while others are jumping ahead?

> There may be some confusion over the differences in the Full Rehabilitation program and the Emergency Repair program. The list of applicants that the citizen referred to is the list of those that applied for Full Rehabilitation. The list is quite long, and the cost of each project significantly limits the number that can be completed in a given year. The City's Emergency Repair program has a lower cost limit and is intended to address primarily issues that are immediate threats to health/safety. The perception may be that households receiving Emergency Repair assistance are "jumping ahead" when they are actually a part of a different program.

How do you approve or disapprove? An appraisal process?

> Households must be income eligible and meet certain other criteria. The CDD's Inspector estimates the cost of rehabilitation or repair, and the cost estimate must be within the limitations of the program in order to be considered further. If the cost is estimated to be beyond the limitation of the program, it is deemed "infeasible" for the City's rehabilitation program.

Why does DPA have no funds for 2014?

> DPA funding from prior program years has not yet been exhausted. Funds are currently available for up to seven (7) DPA applicants, which is more than number of closings that have been done in the last three years combined.

What is the demolition process for condemned houses?

> When funding is available, the CDD requests a list of properties from Code Enforcement that have been approved for demolition and for which there is no obvious responsible owner. This usually means that the title is not clear with several liens, bank institutions, heirs, etc. with some claim to the property. The CDD advertises a solicitation for bidders and sees the process through to demolition.
>
> The process for condemned houses in general (not handled by CDD) may be different, and Code Enforcement officials would be better able to answer questions about their process.

Can the City donate vacant properties to nonprofit organizations?

> This is a possibility.

What are public services?

> CDBG Public Services vary widely. 24 CFR Part 570.201 speaks to eligible activity types, but for reference, the City has engaged non-profit organizations for public services such as meals programs (food bank), educational programs, recreational programs, services for the homeless, disabled, veterans, and other special needs populations. In all cases, the intent is to serve low- and moderate-income populations within the City.

Would public service funding help prevent veteran housing foreclosure?

> Potentially. There is sometimes a fine line between "public service" and "housing" related activities when an activity deals with housing. Organizations interested in such activities should consult the regulations and discuss with CDD staff in more detail to determine what may or may not be eligible or appropriate for a particular funding allocation.

Are there any foreclosure programs?

> Potentially. Again, there may be certain details that determine whether such a program is eligible as a public service or under some other CDBG/HOME program area, and those details should be well defined and compared to the regulations to better make such a determination.

Is there any way for the fire department to burn houses?

> Yes. The Fire Department is sometimes able to use houses that are to be demolished as training burns for the department. HFD has specific guidelines to identify what houses may be eligible for such training, such as a certain level of structural soundness. The CDD has partnered with the HFD in recent years on one such burn, but more often than not, the houses that the CDD considers for demolition have little structural integrity and, therefore, cannot be considered by HFD.

How many building contractors does the City use to rehabilitate houses?

> The CDD solicits contractors annually, so the number may fluctuate from year to year, but as of the most recent RFP, there are five approved contractors. This list only applies to full rehabilitation (or reconstruction or new construction should the CDD engage in such activities).

**CITY OF HATTIESBURG**
**DEPARTMENT OF FEDERAL & STATE PROGRAMS**

**PUBLIC COMMENT: CDBG/HOME 2014 ACTION PLAN**
**RETURN BY: OCTOBER 7, 2013**

**Name** Frankie Benton, Sr. **Telephone** 601 307-7060

**Address** 19 Langston Rd. Hattiesburg, MS. 39401

**Comment/Concern/Suggestion #1**

Housing (delapidated) for low income families and Senior Citizens.

Suggestion: Devise a plan to repair houses that are liveable and tear down houses that are not. This will make our neighborhoods attractive and get rid of the slum.

**Comment/Concern/Suggestion #2**

Poor lighting and Sewage repair in plighted areas.

Suggestion: The person in charge of CDBG funds find a way to get more for the dollar or solicit suggestions from the community during one of the meetings.

**Comment/Concern/Suggestion #3**

1. Improvise a way to get more for our dollars by getting Contractor's cooperation in their areas of expertise.
2. Involve the Community in the CDBG meetings on a regular basis. 3. Focus more on low income families than on infra-structure for businesses.

**Thank you for your participation.**

10-01-13P01:44 RCVD

**CITY OF HATTIESBURG**
**DEPARTMENT OF FEDERAL & STATE PROGRAMS**

**PUBLIC COMMENT:** **CDBG/HOME 2014 ACTION PLAN**
**RETURN BY:** **OCTOBER 7, 2013**

**Name** Janet Baldwin/Oseola McCarty YDC **Telephone** 601-520-0657

**Address** 607 McSwain St. Hattiesburg, MS 39401

**Comment/Concern/Suggestion #1**

Oseola McCarty Youth Center has been working with Community Youth for 10 years. The need in the East Jerusalem Neighborhood is so great and we are committed to empowering youth to exceed educationally, physically and socially. Our concern is that with the expansion of our program, we will be providing feeding services to a greater number of youth; therefore we Require greater assistance to our infrastructure to improve and accomidated programs.

**Comment/Concern/Suggestion #2**

**Comment/Concern/Suggestion #3**

I would like to see more monitoring of Homes that are on the CDBG Home Repair Waiting List. Involve more neighborhoods associations in working closely within their neighborhood areas.

**Thank you for your participation.**

recd 9/23/13
AB

SF 424

The SF 424 is part of the CPMP Annual Action Plan. SF 424 form fields are included in this document. Grantee information is linked from the 1CPMP.xls document of the CPMP tool.

## SF 424

Complete the fillable fields (blue cells) in the table below. The other items are pre-filled with values from the Grantee Information Worksheet.

| | | | |
|---|---|---|---|
| Date Submitted 11-01-2013 | Applicant Identifier 64-6000432 | **Type of Submission** | |
| Date Received by state | State Identifier | **Application** | **Pre-application** |
| Date Received by HUD | Federal Identifier | ☐ Construction | ☐ Construction |
| | | ☐ Non Construction | ☐ Non Construction |
| **Applicant Information** | | | |
| **Jurisdiction: City of Hattiesburg** | | UOG Code: 28035 | |
| Street Address Line 1: P.O. Box 1898 | | Organizational DUNS: 07 944 8130 | |
| Street Address Line 2 | | Organizational Unit | |
| City: Hattiesburg | State: Mississippi | Department: Federal & State Programs | |
| ZIP: 39403-1898 | Country: U.S.A. | Division: Community Development | |
| **Employer Identification Number (EIN):** | | County: Forrest | |
| **64-6000432** | | Program Year Start Date (MM/DD): 01/01 | |
| **Applicant Type:** | | **Specify Other Type if necessary:** | |
| Local Government: City | | Specify Other Type | |
| **Program Funding** | | **U.S. Department of Housing and Urban Development** | |
| Catalogue of Federal Domestic Assistance Numbers; Descriptive Title of Applicant Project(s); Areas Affected by Project(s) (cities, Counties, localities etc.); Estimated Funding | | | |
| **Community Development Block Grant** | | 14.218 Entitlement Grant | |
| CDBG Project Titles: Program Administration; Public Service Grants; Demolition; Housing Rehabilitation, Reconstruction, and Emergency Repair; Facilities Improvement; and Microenterprise Assistance. | | Description of Areas Affected by CDBG Project(s): Citywide and low- and moderate-income areas | |
| $525,000.00 | $Additional HUD Grant(s) Leveraged | Describe | |
| $Additional Federal Funds Leveraged | | $Additional State Funds Leveraged | |
| $Locally Leveraged Funds | | $Grantee Funds Leveraged | |
| $Anticipated Program Income | | Other (Describe) | |
| Total Funds Leveraged for CDBG-based Project(s) | | | |
| **Home Investment Partnerships Program** | | 14.239 HOME | |
| HOME Project Titles: Program Administration; CHDO Affordable Housing; Housing Rehabilitation and Reconstruction; and Downpayment Assistance. | | Description of Areas Affected by HOME Project(s): Citywide and low- and moderate-income areas. | |
| $250,000.00 | $Additional HUD Grant(s) Leveraged | Describe | |

| | |
|---|---|
| $Additional Federal Funds Leveraged | $Additional State Funds Leveraged |
| $Locally Leveraged Funds | $Grantee Funds Leveraged |
| $Anticipated Program Income | Other (Describe) |
| Total Funds Leveraged for HOME-based Project(s) | |

| | | |
|---|---|---|
| **Housing Opportunities for People with AIDS** | 14.241 HOPWA | |
| HOPWA Project Titles | Description of Areas Affected by HOPWA Project(s) | |
| $HOPWA Grant Amount | $Additional HUD Grant(s) Leveraged | Describe |
| $Additional Federal Funds Leveraged | $Additional State Funds Leveraged | |
| $Locally Leveraged Funds | $Grantee Funds Leveraged | |
| $Anticipated Program Income | Other (Describe) | |
| Total Funds Leveraged for HOPWA-based Project(s) | | |

| | | |
|---|---|---|
| **Emergency Shelter Grants Program** | 14.231 ESG | |
| ESG Project Titles | Description of Areas Affected by ESG Project(s) | |
| $ESG Grant Amount | $Additional HUD Grant(s) Leveraged | Describe |
| $Additional Federal Funds Leveraged | $Additional State Funds Leveraged | |
| $Locally Leveraged Funds | $Grantee Funds Leveraged | |
| $Anticipated Program Income | Other (Describe) | |
| Total Funds Leveraged for ESG-based Project(s) | | |

| | | | |
|---|---|---|---|
| Congressional Districts of: | | Is application subject to review by state Executive Order 12372 Process? | |
| Applicant Districts: MS-004 | Project Districts: MS-004 | | |
| Is the applicant delinquent on any federal debt? If "Yes" please include an additional document explaining the situation. | | ☐ Yes | This application was made available to the state EO 12372 process for review on DATE |
| | | ☒ No | Program is not covered by EO 12372 |
| ☐ Yes | ☒ No | ☐ N/A | Program has not been selected by the state for review |

| | | |
|---|---|---|
| Person to be contacted regarding this application | | |
| First Name: Johnny | Middle Initial: L. | Last Name: DuPree |
| Title: Mayor | Phone: (601) 545-4501 | Fax: (601) 545-4592 |
| eMail: JDUPREE@HattiesburgMS.com | Grantee Website: www.HattiesburgMS.com | Other Contact: Andrew Ellard, Dept of Federal & State Programs |
| Signature of Authorized Representative | | Date Signed |

## Certifications

In accordance with the applicable statutes and the regulations governing the consolidated plan regulat
the jurisdiction certifies that:

**Affirmatively Further Fair Housing --** The jurisdiction will affirmatively further fair housing, which i ɹll conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

**Anti-displacement and Relocation Plan -** It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

**Drug Free Workplace -** provides a drugfree workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantees workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drugfree awareness program to inform employees about –
   (a) The dangers of drug abuse in the workplace;
   (b) The grantees policy of maintaining a drugfree workplace;
   (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will
   (a) Abide by the terms of the statement; and
   (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;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted
   (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   (b)Requiring 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;

7. Making a good faith effort to continue to maintain a drugfree workplace through implementation of paragraphs 1, 2, 3,4, 5 and 6.

**Anti-Lobbying -** To the best of the jurisdictions knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making 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;

2. 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard FormLLL, Disclosure Form to Report Lobbying, in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this antilobbying certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction-** The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan -** The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

**Section 3-** It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

_____

Signature/Authorized Official Date

_____

Title

**Specific CDBG Certifications**

The Entitlement Community certifies that:

**Citizen Participation -** It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan -** Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

**Following a Plan -** It is following a current consolidated plan that has been approved by HUD.

**Use of Funds -** It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);

2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2013, (a period specified by the grantee consisting of up to three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

   The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force -** It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

**Compliance With Anti-discrimination laws -** The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

**Lead Based Paint:** The City's activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

**Compliance with Law:** It will comply with applicable laws.

_____

Signature/Authorized Official Date

_____

Title

**OPTIONAL** **CERTIFICATION**
**CDBG**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

_____

Signature/Authorized Official Date

_____

Title

**Specific HOME Certifications**

The HOME participating jurisdiction certifies that:

**Tenant Based Rental Assistance -** If the participating jurisdiction intends to provide tenant-based rental assistance:

> The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdictions consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

**Eligible Activities and Costs -** it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

**Appropriate Financial Assistance -** before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

_____

Signature/Authorized Official Date

_____

Title

SF 424

The SF 424 is part of the CPMP Annual Action Plan. SF 424 form fields are included in this document. Grantee information is linked from the 1CPMP.xls document of the CPMP tool.

**SF 424**

Complete the fillable fields (blue cells) in the table below. The other items are pre-filled with values from the Grantee Information Worksheet.

| | | | |
|---|---|---|---|
| Date Submitted 11-01-2013 | Applicant Identifier 64-6000432 | **Type of Submission** | |
| Date Received by state | State Identifier | **Application** | **Pre-application** |
| Date Received by HUD | Federal Identifier | ☐ Construction | ☐ Construction |
| | | ☐ Non Construction | ☐ Non Construction |
| **Applicant Information** | | | |
| **Jurisdiction: City of Hattiesburg** | | UOG Code: 28035 | |
| Street Address Line 1: P.O. Box 1898 | | Organizational DUNS: 07 944 8130 | |
| Street Address Line 2 | | Organizational Unit | |
| City: Hattiesburg | State: Mississippi | Department: Federal & State Programs | |
| ZIP: 39403-1898 | Country: U.S.A. | Division: Community Development | |
| **Employer Identification Number (EIN):** | | County: Forrest | |
| **64-6000432** | | Program Year Start Date (MM/DD): 01/01 | |
| **Applicant Type:** | | **Specify Other Type if necessary:** | |
| Local Government: City | | Specify Other Type | |
| **Program Funding** | | **U.S. Department of Housing and Urban Development** | |
| Catalogue of Federal Domestic Assistance Numbers; Descriptive Title of Applicant Project(s); Areas Affected by Project(s) (cities, Counties, localities etc.); Estimated Funding | | | |
| **Community Development Block Grant** | | 14.218 Entitlement Grant | |
| CDBG Project Titles: Program Administration; Public Service Grants; Demolition; Housing Rehabilitation, Reconstruction, and Emergency Repair; Facilities Improvement; and Microenterprise Assistance. | | Description of Areas Affected by CDBG Project(s): Citywide and low- and moderate-income areas | |
| $525,000.00 | $Additional HUD Grant(s) Leveraged | Describe | |
| $Additional Federal Funds Leveraged | | $Additional State Funds Leveraged | |
| $Locally Leveraged Funds | | $Grantee Funds Leveraged | |
| $Anticipated Program Income | | Other (Describe) | |
| Total Funds Leveraged for CDBG-based Project(s) | | | |
| **Home Investment Partnerships Program** | | 14.239 HOME | |
| HOME Project Titles: Program Administration; CHDO Affordable Housing; Housing Rehabilitation and Reconstruction; and Downpayment Assistance. | | Description of Areas Affected by HOME Project(s): Citywide and low- and moderate-income areas. | |
| $250,000.00 | $Additional HUD Grant(s) Leveraged | Describe | |

| | |
|---|---|
| $Additional Federal Funds Leveraged | $Additional State Funds Leveraged |
| $Locally Leveraged Funds | $Grantee Funds Leveraged |
| $Anticipated Program Income | Other (Describe) |
| Total Funds Leveraged for HOME-based Project(s) | |

| | | |
|---|---|---|
| **Housing Opportunities for People with AIDS** | 14.241 HOPWA | |
| HOPWA Project Titles | Description of Areas Affected by HOPWA Project(s) | |
| $HOPWA Grant Amount | $Additional HUD Grant(s) Leveraged | Describe |
| $Additional Federal Funds Leveraged | $Additional State Funds Leveraged | |
| $Locally Leveraged Funds | $Grantee Funds Leveraged | |
| $Anticipated Program Income | Other (Describe) | |
| Total Funds Leveraged for HOPWA-based Project(s) | | |

| | | |
|---|---|---|
| **Emergency Shelter Grants Program** | 14.231 ESG | |
| ESG Project Titles | Description of Areas Affected by ESG Project(s) | |
| $ESG Grant Amount | $Additional HUD Grant(s) Leveraged | Describe |
| $Additional Federal Funds Leveraged | $Additional State Funds Leveraged | |
| $Locally Leveraged Funds | $Grantee Funds Leveraged | |
| $Anticipated Program Income | Other (Describe) | |
| Total Funds Leveraged for ESG-based Project(s) | | |

| | | | |
|---|---|---|---|
| Congressional Districts of: | | Is application subject to review by state Executive Order 12372 Process? | |
| Applicant Districts: MS-004 | Project Districts: MS-004 | | |
| Is the applicant delinquent on any federal debt? If "Yes" please include an additional document explaining the situation. | | ☐ Yes | This application was made available to the state EO 12372 process for review on DATE |
| | | ☒ No | Program is not covered by EO 12372 |
| ☐ Yes | ☒ No | ☐ N/A | Program has not been selected by the state for review |

| | | |
|---|---|---|
| Person to be contacted regarding this application | | |
| First Name: Johnny | Middle Initial: L. | Last Name: DuPree |
| Title: Mayor | Phone: (601) 545-4501 | Fax: (601) 545-4592 |
| eMail: JDUPREE@HattiesburgMS.com | Grantee Website: www.HattiesburgMS.com | Other Contact: Andrew Ellard, Dept of Federal & State Programs |
| Signature of Authorized Representative | | Date Signed 11/7/13 |

## Certifications

In accordance with the applicable statutes and the regulations governing the consolidated plan regulat
the jurisdiction certifies that:

**Affirmatively Further Fair Housing –** The jurisdiction will affirmatively further fair housing, which i ill conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

**Anti-displacement and Relocation Plan -** It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

**Drug Free Workplace -** provides a drugfree workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantees workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drugfree awareness program to inform employees about –
   (a) The dangers of drug abuse in the workplace;
   (b) The grantees policy of maintaining a drugfree workplace;
   (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will
   (a) Abide by the terms of the statement; and
   (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;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted
   (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   (b)Requiring 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;

7. Making a good faith effort to continue to maintain a drugfree workplace through implementation of paragraphs 1, 2, 3,4, 5 and 6.

**Anti-Lobbying** - To the best of the jurisdictions knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making 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;

2. 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard FormLLL, Disclosure Form to Report Lobbying, in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this antilobbying certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction-** The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan** - The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

**Section 3-** It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Signature/Authorized Official Date

Mayor

Title

**Specific CDBG Certifications**

The Entitlement Community certifies that:

**Citizen Participation -** It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan -** Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

**Following a Plan -** It is following a current consolidated plan that has been approved by HUD.

**Use of Funds -** It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);

2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2013, (a period specified by the grantee consisting of up to three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

   The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force -** It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

**Compliance With Anti-discrimination laws -** The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

**Lead Based Paint:** The City's activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

**Compliance with Law:** It will comply with applicable laws.

10-22-13

Signature/Authorized Official Date

Mayor

Title

**OPTIONAL**
**CDBG**

**CERTIFICATION**

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.



10-22-13

Signature/Authorized Official Date

Mayor

Title

**Specific HOME Certifications**

The HOME participating jurisdiction certifies that:

**Tenant Based Rental Assistance** - If the participating jurisdiction intends to provide tenant-based rental assistance:

> The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdictions consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

**Eligible Activities and Costs** - it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

**Appropriate Financial Assistance** - before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;



10-22-13

Signature/Authorized Official Date

Mayor

Title

# City of Hattiesburg, MS

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

## Master

### File Number: 2013-0667

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 2013-0667 | **Type:** | Regular Agenda Item | **Status:** | Approved |
| **Version:** | 1 | **Reference:** | | **In Control:** | City Council |
| | | | | **File Created:** | 10/15/2013 |
| **Brief Title:** | USGS Joint Funding Agreement 2014 | | | **Final Action:** | 10/22/2013 |
| | | | | **Minute Book Number:** | MB2013-317 |

**Title:**

Approve and Authorize execution of two copies of a Joint-Funding Agreement for the period of October 1, 2013 - September 30, 2014 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 Agreement 2014, executed USGS Agreement 2014 | **Enactment Number:** | |
| **Contact:** | | **Meeting Date:** | 10/22/2013 |
| **Drafter:** | Sharon Waits | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 10/22/2013 | Approve and Authorize | | | | Pass |

**Action Text:** A MOTION was made by Council Member Naylor and seconded by Council Member Dryden to Approve and Authorize execution of two copies of a Joint-Funding Agreement for the period of October 1, 2013 - September 30, 2014 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<br>Council Member Delgado<br>Council Member Carroll<br>Council Member Dryden<br>Council Member Naylor |
| ΓEL-No Vote: | 0 | |

**Text of Legislative File 2013-0667**

## Title

Approve and Authorize execution of two copies of a Joint-Funding Agreement for the period of October 1, 2013 - September 30, 2014 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

United States Department of the Interior

U.S. GEOLOGICAL SURVEY

Mississippi Water Science Center
308 South Airport Rd.
Jackson, Mississippi 39208
601-933-2900

September 17, 2013

Mr. Bert Kuyrkendall, P.E., City Engineer
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Dear Mr. Kuyrkendall:

Enclosed are two copies of a Joint-Funding Agreement for the period of October 1, 2013 to September 30, 2014 to continue the cooperative program between the U.S. Geological Survey (USGS) and the City of Hattiesburg. This agreement will provide funding for the operation and maintenance of a flood monitoring site on the Bouie River at Glendale Avenue. The Bouie River flood monitoring site will provide real-time river stage data via the USGS Web site during flood events and will be utilized by the National Weather Service to provide flood forecast information to local residents and emergency managers during future flood events. The overall cost to operate the gage has not been increased, but the amount of funding available for cost sharing has been decreased due to reduction in funds allocated by Congress. The operating costs for this site ($10,155) will be shared by the City of Hattiesburg ($5,865) and USGS ($4,290).

The modeling and flood-inundation mapping effort along the Leaf River is nearing completion and the final product is expected to be delivered by December 31, 2013. Phase 1 of the project included a reach of the Leaf River below U.S. Highway 11 and was delivered in December 2012. Phase 2 will include an extension of the model and maps above U.S. Highway 11 to the Evelyn Gandy Parkway crossing of the Leaf River and to the Glendale Avenue crossing of the Bouie River. No additional funding to complete the modeling effort is necessary at this time.

If this proposed program meets your approval, please sign and return one copy of the JFA to the attention of Sheila Bernard, our Interim Administrative Officer, keeping the other copy for your records. If you have any other questions regarding this agreement, please call me at 615-837-4701, or Richard Rebich at 601-933-2928. Work conducted under this agreement will be done on a fixed cost basis.

Sincerely,

W. Scott Gain
Director
Mississippi Water Science Center

Attachments

Form 9-1366
(Oct. 2005)

# U.S. Department of the Interior
# Geological Survey

## Joint Funding Agreement

**FOR**

**Water Resources Investigations**

| | |
|---|---|
| Customer #: | 6000001885 |
| Agreement #: | 14ESMSMG0000004 |
| Project #: | MG009KU |
| TIN #: | 64-6000432 |
| Fixed Cost Agreement | YES |

USGS MS WSC DUNS#: 947589578

THIS AGREEMENT is entered into as of the, 1st day of October, 2013 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 .

   (a) by the party of the first part during the period

| Amount | Date | to | Date |
|---|---|---|---|
| $4,290.00 | October 1, 2013 | | September 30, 2014 |

   (b) by the party of the second part during the period

| Amount | Date | to | Date |
|---|---|---|---|
| $5,865.00 | October 1, 2013 | | September 30, 2014 |

   $1,575 of the amount 2(b) shall be unmatched.

   (c) 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.

   (d) 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**

**USGS Point of Contact**

Name: W. Scott Gain

Address: 308 South Airport Road
Jackson, MS 39208

Telephone: 615-837-4701

Email: wsgain@usgs.gov

**Signature and Date**

Signature and Date: W. Scott Gain 9/17/13

Name: W. Scott Gain

Title: Director, MS WSC

**CITY OF HATTIESBURG**

**Customer Point of Contact**

Name: Bert Kuyrkendall

Address: P.O. Box 1898
Hattiesburg, MS 39403

Telephone: 601-545-4640

Email: bkuyrkendall@hattiesburgms.com

**Signature and Date**

Signature and Date: _____

Name: Johnny L. DuPree

Title: Mayor, City of Hattiesburg

Form 9-1366
(Oct. 2005)

# U.S. Department of the Interior
# Geological Survey

## Joint Funding Agreement

| | |
|---|---|
| Customer #: | 6000001885 |
| Agreement #: | 14ESMSMG0000004 |
| Project #: | MG009KU |
| TIN #: | 64-6000432 |
| Fixed Cost Agreement | YES |

**FOR**

USGS MS WSC DUNS#: 947589578

**Water Resources Investigations**

THIS AGREEMENT is entered into as of the, 1st day of October, 2013 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 .

   (a) by the party of the first part during the period

| Amount | Date | to | Date |
|---|---|---|---|
| $4,290.00 | October 1, 2013 | | September 30, 2014 |

   (b) by the party of the second part during the period

| Amount | Date | to | Date |
|---|---|---|---|
| $5,865.00 | October 1, 2013 | | September 30, 2014 |

   $1,575 of the amount 2(b) shall be unmatched.

   (c) 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.

   (d) 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.

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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: W. Scott Gain

Address: 308 South Airport Road
Jackson, MS 39208

Telephone: 615-837-4701

Email: wsgain@usgs.gov

**Signature and Date**

Signature and Date: W. Scott Gain 9/17/13

Name: W. Scott Gain

Title: Director, MS WSC

**CITY OF HATTIESBURG**

**Customer Point of Contact**

Name: Bert Kuyrkendall

Address: P.O. Box 1898
Hattiesburg, MS 39403

Telephone: 601-545-4640

Email: bkuyrkendall@hattiesburgms.com

**Signature and Date**

Signature and Date: 10-22-13

Name: Johnny L. DuPree

Title: Mayor, City of Hattiesburg

# City of Hattiesburg, MS

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

## Master

### File Number: 2013-0666

**File ID:** 2013-0666 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

**File Created:** 10/15/2013

**Brief Title:** Cash Request and Summary Support Sheet No. 34 for James Street Water Plant - Well #3

**Final Action:** 10/22/2013

**Minute Book Number:** MB2013-317-318

**Title:**

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 34 for the James Street Water Plant Grant No. R-110-205-02-GZ in the amount of $0.00, match only.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Request for Cash No 34, executed Request for Cash No 34

**Enactment Number:**

**Contact:**

**Meeting Date:** 10/22/2013

**Drafter:** Sharon Waits

**Effective Date:**

## History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 10/22/2013 | Authorize | | | | Pass |

**Action Text:** A MOTION was made by Council Member Naylor and seconded by Council Member Dryden to Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 34 for the James Street Water Plant Grant No. R-110-205-02-GZ in the amount of $0.00, match only.

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

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

Nays: 0

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

ΓEL-No Vote: 0

**Text of Legislative File 2013-0666**

## Title

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 34 for the James Street Water Plant Grant No. R-110-205-02-GZ in the amount of $0.00, match only.

## Summary

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 34 for the James Street Water Plant Grant No. R-110-205-02-GZ in the amount of $0.00, match only.

## Budget Information

## Expenditure Type

## Purchasing Item

## Publication Information

Urban Planning Consultants, Inc.
a Jimmy Gouras Company since 1988

# *MEMO*

**DATE:** September 30, 2013
**TO:** Honorable Johnny L. DuPree
City of Hattiesburg
**FROM:** Michele Moore
Jimmy G. Gouras Urban Planning
**RE:** **City of Hattiesburg**
**CDBG Project #R-110-205-02-GZ**
**James Street Water Plant**
**Request for Cash and Summary Support Sheet**

Enclosed please find the following invoices for the above referenced project:

1. Shows Dearman
   Invoice number 17572 in the amount of $6,268.41
   For Architect/Engineering expense Match

2. Shows Dearman
   Invoice number 17550 in the amount of $8,154.09
   For Architect/Engineering expense Match

Also enclosed is "Request for Cash and Summary Support Sheet No. 34 in the amount of $-0- for payment of the above invoices.

Please have the above invoice and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 34 and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins
Jimmy Gouras Urban Planning
1100 Cherry Street
Vicksburg, MS 39183

If you have any questions, please do not hesitate to call me or Debra Tompkins at (601)638-7121.

***REMINDER***

From the date of deposit into your account you have only three (3) working days to distribute funds to avoid penalties from MDA.

Enclosures

**Mississippi Development Authority**
**REQUEST FOR CASH**

**Section A: General Information**

Applicant Name: City of Hattiesburg
Mailing Address P.O. Box 1898
Street Address
City, State Zip Hattiesburg, MS 39403-1898
Telephone No. 601-554-1014
Fax Number
Email Address

**Bank Information**

Electronic Transfer 06530027
Bank Account 4800186627
Bank Name: Trustmark National Bank
Address P.O. Box 1071
City, State ZIP Hattiesburg, MS 39403-1071
Telephone No. 601-469-3663

**Services Rendered**

From May 26, 2013 thru To July 27, 2013

**Section B: Project Information**

| Grant No. | Contract No. | Request No. |
|---|---|---|
| R-103-06 | R-110-205-02-GZ | 34 |

**FOR MDA USE ONLY**

**Vendor No.**

**IDIS Voucher Number**

**Section C: Request Per Activity**

Approval for Payment

Signature

Date

| | Activity Description | Budget Amount | Total Prior Request to Date | This Request | Remaining Balance | Activity Numbers |
|---|---|---|---|---|---|---|
| 1 | Administration | $ 36,000.00 | $ 26,000.00 | | $ 10,000.00 | |
| 2 | Application Preparation | $ 4,000.00 | $ 4,000.00 | | $ - | |
| 3 | Architectural/Engineering | $ 211,310.00 | $ 211,310.00 | | $ - | |
| 4 | Contingency | | | | $ - | |
| 5 | Water Treatment | $ 2,004,771.99 | $ 2,004,771.99 | | $ - | |
| 6 | Water Well | $ 243,176.66 | $ 243,176.66 | | $ - | |
| | | | | | $ - | |
| | | | | | $ - | |
| | Total: | $ 2,499,258.65 | $ 2,489,258.65 | $ - | $ 10,000.00 | |

I Hereby Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I Hereby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listec above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

Signature of Authorized Official

Date Signed

Debra Tompkins
Prepared By

9/30/2013
Date Prepared

Johnny DuPree, Mayor
Typed Name and Title of Authorized Official

601-638-7121
Preparer's Telephone No.

**Mississippi Development Authority**

**Cash Summary Support Sheet**



Applicant : City of Hattiesburg | Request No: 34 | Grant Number: R-103-06

Period Cost - Beginning May 26, 2013 | Ending Date: July 27, 2013 | Contract Number: R-110-205-02-GZ

1. Activity: Administration

| | Line Item | Vendor Name | Invoice # | (a) Invoice Amount | (b) Match Share | Federal Share |
|---|---|---|---|---|---|---|
| A. | Administration | | | | | $0.00 |
| B. | Administration | | | | | $0.00 |
| C. | | | | | | $0.00 |
| D. | | | | | | $0.00 |
| | | | **Subtotal:** | $0.00 | $ - | $0.00 |

2. Activity: Architect/Engineering

| | Line Item | Vendor Name | Invoice # | (a) Invoice Amount | (b) Match Share | Federal Share |
|---|---|---|---|---|---|---|
| A. | Architect/Engineering | Shows Dearman | 17550 | $8,154.09 | $8,154.09 | $0.00 |
| B. | Architect/Engineering | Shows Dearman | 17572 | $6,268.41 | $6,268.41 | $0.00 |
| C. | | | | | | |
| D. | | | | | | |
| | | | **Subtotal:** | $ 14,422.50 | $ 14,422.50 | $ - |

3. Activity: Water Treatment

| | Line Item | Vendor Name | Invoice # | (a) Invoice Amount | (b) Match Share | Federal Share |
|---|---|---|---|---|---|---|
| A. | Water Treatment | | | | | $0.00 |
| B. | Water Treatment | | | | | |
| C. | | | | | | |
| D. | | | | | | |
| | | | **Subtotal:** | $ - | $ - | $ - |

## Cash Summary Support Sheet



Applicant : City of Hattiesburg  Request No: 34  Grant Number: R-103-06

Contract Number: R-110-205-02-GZ

4. Activity: _____

| | Line Item | Vendor Name | Invoice # | (a) Invoice Amount | (b) Match Share | Federal Share |
|---|---|---|---|---|---|---|
| A. | | | | | | |
| B. | | | | | | |
| C. | | | | | | |
| D. | | | | | | |
| | | | **Subtotal:** | | | |

5. Activity: _____

| | Line Item | Vendor Name | Invoice # | (a) Invoice Amount | (b) Match Share | Federal Share |
|---|---|---|---|---|---|---|
| A. | | | | | | $0.00 |
| w | | | | | | $0.00 |
| C. | | | | | | $0.00 |
| D. | | | | | | $0.00 |
| | | | **Subtotal:** | **$0.00** | **$0.00** | **$0.00** |

6. Activity: _____

| | Line Item | Vendor Name | Invoice # | (a) Invoice Amount | (b) Match Share | Federal Share |
|---|---|---|---|---|---|---|
| A. | | | | | | $0.00 |
| B. | | | | | | |
| C. | | | | | | |
| D. | | | | | | |
| | | | **Subtotal:** | **$0.00** | **$0.00** | **$0.00** |

| | | | | |
|---|---|---|---|---|
| Cumulative Match Expended To Date: | $2,747,060.16 | **GRAND TOTAL:** | **$14,422.50** | **$ 14,422.50** | **$ -** |
| Cumulative Federal Expended To Date: | $2,489,258.65 | | | |

I hereby Certify That: a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; b) the amount requested will be expended for allowable costs/expenditures under the terms of the contract agreement or grant; c) the amount requested herein does not exceed the total funds obligated by contract; and d) the funds are requested for only immediate disbursements.
I Hereby Certify tthat the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.

Johnny DuPree, Mayor

Typed Name and Title of Authorized Official

Signature of Authorized Official

# Mississippi Development Authority Consolidated Support Sheet

| | | | |
|---|---|---|---|
| Applicant: | City of Hattiesburg | Contract Number: | R-110-205-02-GZ |
| Request for Cash Number: | 34 | Total Amount Requested: | $ - |

| Line Items | Amount Budgeted | Amount Requested to Date | Amount of This Request | Balance |
|---|---|---|---|---|
| Administration | $ 36,000.00 | $ 26,000.00 | $ - | $ 10,000.00 |
| Engineering | | | | $ |
| Specific Line Items as Listed in the Budget: | | | | |
| Application Preparation | $ 4,000.00 | $ 4,000.00 | | $ - |
| Architectural/Engineering | $ 211,310.00 | $ 211,310.00 | $ - | $ - |
| Contingency | | | | $ - |
| Water Treatment | $ 2,004,771.99 | $ 2,004,771.99 | $ - | $ - |
| Water Well | $ 243,176.66 | $ 243,176.66 | $ - | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ |
| Total Budget | $ 2,499,258.65 | $ 2,489,258.65 | $ - | $ 10,000.00 |

| | | | | |
|---|---|---|---|---|
| Total Funds Request to Date: | | | | $ 2,489,258.65 |
| Amount of Other Funds Expended to Date: | | | | $2,747,060.16 |
| CDBG Project Balance | | | | $ 10,000.00 |
| Period of Projected Cash Needs - Beginning: | May 26, 2013 | Thru | July 27, 2013 | |

| | | | | |
|---|---|---|---|---|
| TODAY'S DATE | 9/30/2013 | TOTAL CONTRACT BUDGET | $ 2,499,258.65 | |
| CONTRACT BEGIN DATE (FROM CONTRACT) | 8/8/2008 | TOTAL AMOUNT SPENT TO DATE | $ 2,489,258.65 | |
| CONTRACT END DATE (FROM CONTRACT) | 8/8/2013 | % TOTAL CONTRACT BUDGET SPENT | 99.60% | |
| CONTRACT EXTENSION (MONTHS) (ENTER # OF MONTHS OR "0") | | % CONTRACT BUDGET REMAINING | 0.40% | |
| FINAL CONTRACT COMPLETION DATE | 8/8/2013 | CONSTRUCTION BUDGET AMOUNT | $ 2,247,948.65 | Enter number from Cash Request. |
| CONTRACT DURATION (MONTHS) | 60.00 | TOTAL CONSTRUCTION DOLLARS SPENT TO | $ 2,247,948.65 | Enter number from Cash Request. |
| % OF CONTRACT PERIOD ELAPSED | 102.96% | % CONSTRUCTION BUDGET SPENT | 100.00% | |
| % OF CONTRACT PERIOD REMAINING | -2.96% | | | |

OR 146540

sdw
Engineering Progress

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

June 27, 2013
Project No: 1237C.001
Invoice No: 17550

Project Manager John Weeks
Project 1237C.001 Construction Mgt - James St. WTP #3
**Professional Services from May 26, 2013 to June 22, 2013**
**Professional Personnel**

| | Hours | Rate | Amount | |
|---|---|---|---|---|
| CONSTRUCTION OBSERVER | | | | |
| Tingle, William | 18.00 | 27.00 | 486.00 | |
| ENGINEERING INTERN | | | | |
| Joseph, Marcelin | 17.00 | 18.03 | 306.51 | |
| PROJECT ENGINEER | | | | |
| Weeks, John | 44.50 | 43.27 | 1,925.52 | |
| Totals | 79.50 | | 2,718.03 | |
| **Total Labor** | | **3.0 times** | **2,718.03** | **8,154.09** |
| | | **Total this Invoice** | | **$8,154.09** |

**Outstanding Invoices**

| Number | Date | Balance |
|---|---|---|
| 17519 | 5/30/2013 | 6,488.28 |
| **Total** | | **6,488.28** |

**Total Now Due** **$14,642.37**

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

094695. 7245.02
~~075695. 7245.02~~
MB 2012-1/350

APPROVED FOR PAYMENT
DATE 7/18/13
SIGNATURE

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

ENTERED

Hancock Bank.
Trust & Asset Management
228 St. Charles Ave., 2nd Floor
New Orleans, LA 70130

## STATEMENT OF ACCOUNT



AUGUST 01, 2013 TO AUGUST 31, 2013

ACCOUNT NAME: HATTIES12 PROJ
ACCOUNT NUMBER: 2085012826

## TRANSACTION DETAIL

| DATE | DESCRIPTION | PRINCIPAL CASH | INCOME CASH | COST | GAIN / LOSS |
|---|---|---|---|---|---|
| **08/01/13** | **BEGINNING BALANCE** | **872.81-** | **872.81** | **2,046,105.31** | |
| 08/01/13 | DISTRIBUTION TO HENSLEY R. LEE CONTRACTING INC. PER REQ # 25 PAY APP NO. 5 5/29/13-6/26/13 MB2012-1/422 | 360,163.70- | | | |
| 08/01/13 | DISTRIBUTION TO JAY BEARDEN CONSTRUCTION, INC. PER REQ # 25 PAY APP NO. 3 5/26/13-6/26/13 MB 2012-1/387 | 312,948.14- | | | |
| 08/01/13 | DISTRIBUTION TO SHOWS, DEARMAN, & WAITS, INC. PER REQ # 25 INV # 17529, 17530, 17531, 17532,17533,17534,17535,17550, 17551 | 78,454.09- | | | |
| 08/01/13 | 60934N708 DIVIDEND ON FEDERATED PRIME OBLIG FD #396 PAYABLE 08/01/2013 | | 24.38 | | |
| 08/01/13 | 60934N708 SOLD 751,541.55 OBLIG FD #396 C 1.00 | | | 751,541.5 | |
| 08/28/13 | DISTRIBUTION TO INC. PER REQ # 2 PERIOD 6/27/13-7/ 2013-1/41 | | | | |
| 08/28/13 | DISTRIBUTION TO CONTRACTING INC PAY APP NO. 6 PER 6/27/13-7/26/13 MB 2 | | | | |
| 08/28/13 | DISTRIBUTION TO J CONSTRUCTION, IN PAY APP NO. 4 PERI 6/27/13-7/26/13 MB 20 | | | | |
| 08/28/13 | DISTRIBUTION TO SH & WAITS, INC. PER RE 15783, 15782, 15781, 1 15786,15785, 15784, 17 17572, & 17571 | | | | |
| 08/28/13 | 60934N708 SOLD 505,395.77 FEDERATED PRIME OBLIG FD #396 ON 08/28/2013 AT 1.00 | 505,395.77 | | 505,395.77- | |
| **08/31/13** | **ENDING BALANCE** | **897.19-** | **897.19** | **789,167.99** | **0.00** |

$8,154.09

R-110-205-02-GZ

3 invoices

SEP 27 2013

EXHIBIT A

| Item # | Payee Name & Address | Budget Line Item | Payment Amount | Invoice # | Purpose of Payment |
|---|---|---|---|---|---|
| | Hattiesburg, MS 39403-1711 | | | | |
| 8 | Shows, Dearman & Waits Inc.<br>301 Second Ave<br>P O Box 1711<br>Hattiesburg, MS 39403-1711 | 094695.7220.49 | $ 0,367.50 | 17531 | Sewer Improvements Ph I<br>Period: 5/26/13 - 6/22/13<br>2011-4/89-110 |
| 9 | Shows, Dearman, & Waits, Inc<br>301 Second Ave<br>P O Box 1711<br>Hattiesburg, MS 39403-1711 | 094695.7245.50 | $ 4,715.00 | 17532 | Water Improvements Ph I<br>Period: 5/26/13 - 6/22/13<br>2011-4/89-110 |
| 10 | Shows, Dearman, & Waits, Inc.<br>301 Second Ave<br>P O Box 1711<br>Hattiesburg, MS 39403-1711 | 094695.7245.04 | $ 11,605.00 | 17533 | Hwy 98 Elevated Water Tank<br>Period: 5/26/13 - 6/22/13<br>2011-4/89-110 |
| 11 | Shows, Dearman, & Waits, Inc.<br>301 Second Ave<br>P O Box 1711<br>Hattiesburg, MS 39403-1711 | 094695.7245.03 | $ 1,000.00 | 17534 | Hwy 98 Booster Station<br>Period: 5/26/13 - 6/22/13<br>2011-4/89-110 |
| 12 | Shows, Dearman, & Waits, Inc.<br>301 Second Ave<br>P O Box 1711<br>Hattiesburg, MS 39403-1711 | 094695.7245.28 | $ 2,645.00 | 17535 | Hwy 98 Fire Lines<br>Period: 5/26/13 - 6/22/13<br>2011-4/89-110 |
| 13 | Shows, Dearman, & Waits, Inc<br>301 Second Ave<br>P O Box 1711<br>Hattiesburg, MS 39403-1711 | 094695.7245.02 | $ 8,154.09 | 17550 | James St Water Well # 3<br>Period: 5/26/13 - 6/22/13<br>2011-4/89-110 |
| 14 | Shows, Dearman, & Waits, Inc<br>301 Second Ave<br>P O Box 1711<br>Hattiesburg, MS 39403-1711 | 094695.7220.51 | $ 6,447.50 | 17551 | Sewer Improvements Ph IV<br>Period: 5/26/13 - 6/22/13<br>2011-4/89-110 |
| | | | $ 1,470,670.89 | | |

EXHIBIT A

# PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: $12,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Bonds") secured by $12,500,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System 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.: 25

DATE OF REQUISITION: 7/23/2013

| Item # | Payee Name & Address | Budget Line Item | Payment Amount | Invoice # | Purpose of Payment |
|---|---|---|---|---|---|
| 1. | 4-D Construction, Inc.<br>P O Box 127<br>Louisville, MS 39339-0127 | 094695.7245.29 | $ 85,761.72 | Pay App No. 13 | Construction of Hwy 98 Fire Lines for period 5/25/13-6/25/13<br>MB 2012-1/125 |
| 2. | Phoenix Fabricators & Erectors, Inc.<br>P O Box 631541<br>Cincinnati, OH 45263-1541 | 094695.7245.04 | $ 523,897.83 | Pay App # 3 | Construction of Elevated Water Tank for period 5/26/13-6/25/13<br>MB 2012-1/125 |
| 3. | C B Developers, Inc.<br>1716 Evelyn Gandy Pkwy., Suite 40<br>Hattiesburg, MS 39401 | 094695.7245.50 | $ 168,022.00 | Pay App # 1 | Construction of Water Improvements Phase I for period 6/10/13-6/26/13<br>MB 2013-1/41 |
| 4. | Hensley R. Lee Contracting Inc.<br>311 Acorn St<br>Picayune, MS 39466 | 094695.7220.50 | $ 380,163.70 | Pay App No. 5 | Construction on COMSWIP Sewer Phase II for period 5/29/13-6/26/13<br>MB 2012-1/422 |
| 5. | Jay Bearden Construction, Inc.<br>P O Box 180428<br>Richland, MS 39218 | 094695.7220.01 | $ 312,948.14 | Pay App No. 3 | Construction on COMSWIP Sewer Phase III for period 5/26/13-6/26/13<br>MB 2012-1/387 |
| 6. | Snows, Dearman, & Waits, Inc.<br>301 Second Ave<br>P O Box 1711<br>Hattiesburg, MS 39403-1711 | 094695.7220.01 | $ 21,887.50 | 17529 | Sewer Improvements Ph III<br>Period: 5/26/13 - 6/22/13<br>2011-4.89-110 |
| 7. | Snows, Dearman, & Waits, Inc.<br>301 Second Ave<br>P O Box 1711 | 094695.7220.50 | $ 15,642.50 | 17530 | Sewer Improvements Ph II<br>Period: 5/26/13 - 6/22/13<br>2011-4.89-110 |

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. 25 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated March 29, 2012. After discussion of the subject, Council Member Naylor 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. 25 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF MARCH 29, 2012, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.**

**Whereas,** on March 29, 2012 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed $12,500,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of March 29, 2012, 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. 25 from the Project Fund Construction Account under the Loan in the total aggregate amount of $1,470,670.89 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. 25 from the Project Fund Construction Account under the Loan in the total aggregate amount of One million four hundred seventy thousand six hundred seventy & 89/100 dollars ($1,470,670.89) 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. 25 in the total aggregate amount of One million four hundred seventy thousand six hundred seventy & 89/100 dollars ($1,470,670.89) 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 Naylor, seconded by Council Member Dryden, and was adopted by the following roll call vote, to wit:

YEAS: Bradley, Dryden, Naylor

NAYS: None

ABSENT: Delgado, Carroll

The President thereby declared the motion carried and the resolution adopted, this the 23rd day of July, 2013.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 23rd day of July, 2013.

CITY CLERK

MAYOR

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 March 29, 2012 (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: Director of Administration/City Clerk
(Authorized City Representative)

148510
136635

sdw
Engineering Progress

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

July 31, 2013
Project No: 1237C.001
Invoice No: 17572

Project Manager John Weeks
Project 1237C.001 Construction Mgt - James St. WTP #3
**Professional Services from June 23, 2013 to July 27, 2013**
**Professional Personnel**

| | Hours | Rate | Amount | |
|---|---|---|---|---|
| CONSTRUCTION OBSERVER | | | | |
| Tingle, William | 3.00 | 27.00 | 81.00 | |
| ENGINEERING INTERN | | | | |
| Joseph, Marcelin | 25.00 | 18.03 | 450.75 | |
| PROJECT ENGINEER | | | | |
| Weeks, John | 36.00 | 43.27 | 1,557.72 | |
| Totals | 64.00 | | 2,089.47 | |
| **Total Labor** | | **3.0 times** | **2,089.47** | **6,268.41** |
| | | **Total this Invoice** | | **$6,268.41** |

**Outstanding Invoices**

| Number | Date | Balance |
|---|---|---|
| 17550 | 6/27/2013 | 8,154.09 |
| **Total** | | **8,154.09** |

**Total Now Due** **$14,422.50**

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

APPROVED FOR PAYMENT
DATE 8/14/13
SIGNATURE

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

094695.7245.02
MB 2011-4/89-110

ENTERED

Hancock Bank.
Trust & Asset Management

228 St. Charles Ave., 2nd Floor
New Orleans, LA 70130

# STATEMENT OF ACCOUNT



AUGUST 01, 2013 TO AUGUST 31, 2013

ACCOUNT NAME: HATTIES12 PROJ
ACCOUNT NUMBER: 2085012826

## TRANSACTION DETAIL

| DATE | DESCRIPTION | PRINCIPAL CASH | INCOME CASH | COST | GAIN / LOSS |
|---|---|---|---|---|---|
| **08/01/13** | **BEGINNING BALANCE** | **872.81-** | **872.81** | **2,046,105.31** | |
| 08/01/13 | DISTRIBUTION TO HENSLEY R. LEE CONTRACTING INC. PER REQ # 25 PAY APP NO. 5 5/29/13-6/26/13 MB2012-1/422 | 360,163.70- | | | |
| 08/01/13 | DISTRIBUTION TO JAY BEARDEN CONSTRUCTION, INC. PER REQ # 25 PAY APP NO. 3 5/26/13-6/26/13 MB 2012-1/387 | 312,948.14- | | | |
| 08/01/13 | DISTRIBUTION TO SHOWS, DEARMAN, & WAITS, INC. PER REQ # 25 INV # 17529, 17530, 17531, 17532,17533,17534,17535,17550, 17551 | 78,454.09- | | | |
| 08/01/13 | 60934N708 DIVIDEND ON FEDERATED PRIME OBLIG FD #396 PAYABLE 08/01/2013 | | 24.38 | | |
| 08/01/13 | 60934N708 SOLD 751,541.55 FEDERATED PRIME OBLIG FD #396 ON 08/01/2013 AT 1.00 | 751,541.55 | | 751,541.55- | |
| 08/28/13 | DISTRIBUTION TO CB DEVELOPERS, INC. PER REQ # 26 PAY APP NO. 2 PERIOD 6/27/13-7/26/13 MB 2013-1/41 | 132,811.89- | | | |
| 08/28/13 | DISTRIBUTION TO HENSLEY R. LEE CONTRACTING INC. PER REQ # 26 PAY APP NO. 6 PERIOD 6/27/13-7/26/13 MB 2012-1/422 | 62,452.16- | | | |
| 08/28/13 | DISTRIBUTION TO JAY BEARDEN CONSTRUCTION, INC. PER REQ # 26 PAY APP NO. 4 PERIOD 6/27/13-7/26/13 MB 2012-1/387 | 214,685.81- | | | |
| 08/28/13 | DISTRIBUTION TO SHOWS, DEARMAN, & WAITS, INC. PER REQ # 26 INV # 15783, 15782, 15781, 15787, 15786,15785, 15784, 17570, 17572, & 17571 | 95,445.91- | $60268.41 | | |
| 08/28/13 | 60934N708 SOLD 505,395.77 FEDERATED PRIME OBLIG FD #396 ON 08/28/2013 AT 1.00 | 505,395.77 | | 505,395.77- | |
| **08/31/13** | **ENDING BALANCE** | **897.19-** | **897.19** | **789,167.99** | **0.00** |

SEP 27 2013

EXHIBIT A

| Item # | Payee Name & Address | Budget Line Item | Payment Amount | Invoice # | Purpose of Payment |
|---|---|---|---|---|---|
| | 301 Second Ave<br>P O Box 1711<br>Hattiesburg, MS 39403-1711 | | | | Period: 5/26/13 - 6/22/13<br>2011-4/89-110 |
| 8. | Shows, Dearman, & Waits, Inc.<br>301 Second Ave<br>P O Box 1711<br>Hattiesburg, MS 39403-1711 | 094695.7245.04 | $ 6,677.50 | 15786 | Hwy 98 Elevated Water Tank<br>Period: 5/26/13 - 6/22/13<br>2011-4/89-110 |
| 9. | Shows, Dearman, & Waits, Inc.<br>301 Second Ave<br>P O Box 1711<br>Hattiesburg, MS 39403-1711 | 094695.7245.03 | $ 575.00 | 15785 | Hwy 98 Booster Station<br>Period: 6/23/13 - 7/27/13<br>2011-4/89-110 |
| 10. | Shows, Dearman, & Waits, Inc.<br>301 Second Ave<br>P O Box 1711<br>Hattiesburg, MS 39403-1711 | 094695.7245.28 | $ 1,125.00 | 15784 | Hwy 98 Fire Lines<br>Period: 6/23/13 - 7/27/13<br>2011-4/89-110 |
| 11. | Shows, Dearman, & Waits, Inc.<br>301 Second Ave<br>P O Box 1711<br>Hattiesburg, MS 39403-1711 | 094695.7245.02 | $ 8,020.00 | 17570 | James St Water Well # 3<br>Period: 11/25/12-7/27/13<br>2011-4/89-110 |
| 12. | Shows, Dearman, & Waits, Inc.<br>301 Second Ave<br>P O Box 1711<br>Hattiesburg, MS 39403-1711 | 094695.7245.02 | $ 6,268.41 | 17572 | James St Water Well # 3<br>Period: 6/23/13-7/27/13<br>2011-4/89-110 |
| 13. | Shows, Dearman, & Waits, Inc.<br>301 Second Ave<br>P O Box 1711<br>Hattiesburg, MS 39403-1711 | 094695.7220.51 | $ 7,312.50 | 17571 | Sewer Improvements Ph IV<br>Period: 5/26/13 - 6/22/13<br>2011-4/89-110 |
| | | | $ 505,395.77 | | |

EXHIBIT A

## PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: $12,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Bonds") secured by $12,500,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System 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.: 26

DATE OF REQUISITION: 8/20/2013

| Item # | Payee Name & Address | Budget Line Item | Payment Amount | Invoice # | Purpose of Payment |
|---|---|---|---|---|---|
| 1. | C B Developers, Inc.<br>1716 Evelyn Gandy Pkwy., Suite 40<br>Hattiesburg, MS 39401 | 094695.7245.50 | $ 132,811.89 | Pay App No. 2 | Construction of Water Improvements Phase I for period 6/27/13-7/26/13<br>MB 2013-1/41 |
| 2. | Hansley R. Lee Contracting Inc.<br>311 Acorn St<br>Picayune, MS 39466 | 094695.7220.50 | $ 62,452.16 | Pay App No. 6 | Construction on COMSWIP Sewer Phase II for period 6/27/13 - 7/26/13<br>MB 2012-1/422 |
| 3. | Jay Bearden Construction, Inc.<br>P O Box 180428<br>Richland, MS 39218 | 094695.7220.01 | $ 214,685.81 | Pay App No. 4 | Construction on COMSWIP Sewer Phase III for period 6/27/13 - 7/26/13.<br>MB 2012-1/387 |
| 4. | Shows, Dearman, & Waits, Inc.<br>301 Second Ave<br>P O Box 1711<br>Hattiesburg, MS 39403-1711 | 094695.7220.01 | $ 23,427.50 | 15783 | Sewer Improvements Ph III<br>Period: 6/23/13 - 7/27/13<br>2011-4/89-110 |
| 5. | Shows, Dearman, & Waits, Inc.<br>301 Second Ave<br>P O Box 1711<br>Hattiesburg, MS 39403-1711 | 094695.7220.50 | $ 20,457.50 | 15782 | Sewer Improvements Ph II<br>Period: 6/23/13 - 7/27/13<br>2011-4/89-110 |
| 6. | Shows, Dearman, & Waits, Inc.<br>301 Second Ave<br>P O Box 1711<br>Hattiesburg, MS 39403-1711 | 094695.7220.49 | $ 8,572.50 | 15781 | Sewer Improvements Ph I<br>Period: 6/23/13 - 7/27/13<br>2011-4/89-110 |
| 7. | Shows, Dearman, & Waits, Inc. | 094695.7245.50 | $ 13,010.00 | 15787 | Water Improvements Ph I |

# City of Hattiesburg, MS

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

## Master

**File Number: 2013-0517**

| | | | |
|---|---|---|---|
| **File ID:** | 2013-0517 | **Type:** Regular Agenda Item | **Status:** Draft |
| **Version:** | 1 | **Reference:** | **In Control:** City Council |
| | | | **File Created:** 08/14/2013 |
| **Brief Title:** | Project Resolution Requisition No. 26 - 2012 Bonds | | **Final Action:** |
| | | | **Minute Book Number:** |

**Title:**

Adopt a Resolution authorizing Requisition No. 26 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

**Notes:**

#2013-74

**Sponsors:**

**Enactment Date:**

**Attachments:** Bond Requisition No.26

**Enactment Number:**

**Contact:**

**Meeting Date:** 08/20/2013

**Drafter:** Sharon Waits

**Effective Date:**

**History of Legislative File**

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

**Text of Legislative File 2013-0517**

**Title**

~~Adopt a Resolution authorizing Requisition No. 26 from the Project Fund Construction~~ Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

**Summary**

Adopt a Resolution authorizing Requisition No. 26 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

~~**Budget Information**~~

**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. 26 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated March 29, 2012. 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. 26 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF MARCH 29, 2012, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.**

**Whereas,** on March 29, 2012 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed $12,500,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of March 29, 2012, 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. 26 from the Project Fund Construction Account under the Loan in the total aggregate amount of $505,395.77 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. 26 from the Project Fund Construction Account under the Loan in the total aggregate amount of Five hundred five thousand three hundred ninety-five & 77/100 dollars ($505,395.77) 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. 26 in the total aggregate amount of Five hundred five thousand three hundred ninety-five & 77/100 dollars ($505,395.77) as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the resolution adopted, this the 20th day of August, 2013.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 20th day of August, 2013.

CITY CLERK

MAYOR

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 March 29, 2012 (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: Tabbie R. Myers
Title: Director of Administration/City Clerk
(Authorized City Representative)

Urban Planning
Consultants Inc
a Jimmy Gouras Company since 1988

# *MEMO*

**DATE:** September 30, 2013
**TO:** Honorable Johnny L. DuPree
City of Hattiesburg
**FROM:** Michele Moore
Jimmy G. Gouras Urban Planning
**RE:** **City of Hattiesburg**
**CDBG Project #R-110-205-02-GZ**
**James Street Water Plant**
**Request for Cash and Summary Support Sheet**

Enclosed please find the following invoices for the above referenced project:

1. Shows Dearman
   Invoice number 17572 in the amount of $6,268.41
   For Architect/Engineering expense Match

2. Shows Dearman
   Invoice number 17550 in the amount of $8,154.09
   For Architect/Engineering expense Match

Also enclosed is "Request for Cash and Summary Support Sheet No. 34 in the amount of $-0- for payment of the above invoices.

Please have the above invoice and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 34 and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins
Jimmy Gouras Urban Planning
1100 Cherry Street
Vicksburg, MS 39183

If you have any questions, please do not hesitate to call me or Debra Tompkins at (601)638-7121.

***REMINDER***

From the date of deposit into your account you have only three (3) working days to distribute funds to avoid penalties from MDA.

Enclosures

**Mississippi Development Authority**
**REQUEST FOR CASH**

**Section A: General Information**

| | |
|---|---|
| Applicant Name: | City of Hattiesburg |
| Mailing Address | P.O. Box 1898 |
| Street Address | |
| City, State Zip | Hattiesburg, MS 39403-1898 |
| Telephone No. | 601-554-1014 |
| Fax Number | |
| Email Address | |

**Bank Information**

| | |
|---|---|
| Electronic Transfer | 06530027 |
| Bank Account | 4800186627 |
| Bank Name: | Trustmark National Bank |
| Address | P.O. Box 1071 |
| City, State ZIP | Hattiesburg, MS 39403-1071 |
| Telephone No. | 601-469-3663 |

Services Rendered: From May 26, 2013 thru To July 27, 2013

**Section B: Project Information**

| Grant No | Contract No. | Request No. |
|---|---|---|
| R-103-06 | R-110-205-02-GZ | 34 |

FOR MDA USE ONLY

Vendor No.

IDIS Voucher Number

**Section C: Request Per Activity**

Approval for Payment

Signature

Date

| | Activity Description | Budget Amount | Total Prior Request to Date | This Request | Remaining Balance | Activity Numbers |
|---|---|---|---|---|---|---|
| 1 | Administration | $ 36,000.00 | $ 26,000.00 | | $ 10,000.00 | |
| 2 | Application Preparation | $ 4,000.00 | $ 4,000.00 | | $ - | |
| 3 | Architectural/Engineering | $ 211,310.00 | $ 211,310.00 | | $ - | |
| 4 | Contingency | | | | $ - | |
| 5 | Water Treatment | $ 2,004,771.99 | $ 2,004,771.99 | | $ - | |
| 6 | Water Well | $ 243,176.66 | $ 243,176.66 | | $ - | |
| | | | | | $ - | |
| | | | | | $ - | |
| | Total: | $ 2,499,258.65 | $ 2,489,258.65 | $ - | $ 10,000.00 | |

I Hereby Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I Hereby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listec above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

Signature of Authorized Official

10-22-13
Date Signed

Johnny DuPree, Mayor
Typed Name and Title of Authorized Official

Debra Tompkins
Prepared By

9/30/2013
Date Prepared

601-638-7121
Preparer's Telephone No.

**Mississippi Development Authority**

**Cash Summary Support Sheet**



Applicant : City of Hattiesburg | Request No: 34 | Grant Number: R-103-06

Period Cost - Beginning May 26, 2013 | Ending Date: July 27, 2013 | Contract Number: R-110-205-02-GZ

1. Activity: Administration

| | Line Item | Vendor Name | Invoice # | (a) Invoice Amount | (b) Match Share | Federal Share |
|---|---|---|---|---|---|---|
| A. | Administration | | | | | $0.00 |
| B. | Administration | | | | | $0.00 |
| C. | | | | | | $0.00 |
| D. | | | | | | $0.00 |
| | | | **Subtotal:** | **$0.00** | **$ -** | **$0.00** |

2. Activity: Architect/Engineering

| | Line Item | Vendor Name | Invoice # | (a) Invoice Amount | (b) Match Share | Federal Share |
|---|---|---|---|---|---|---|
| A. | Architect/Engineering | Shows Dearman | 17550 | $8,154.09 | $8,154.09 | $0.00 |
| B. | Architect/Engineering | Shows Dearman | 17572 | $6,268.41 | $6,268.41 | $0.00 |
| C. | | | | | | |
| D. | | | | | | |
| | | | **Subtotal:** | **$ 14,422.50** | **$ 14,422.50** | **$ -** |

3. Activity: Water Treatment

| | Line Item | Vendor Name | Invoice # | (a) Invoice Amount | (b) Match Share | Federal Share |
|---|---|---|---|---|---|---|
| A. | Water Treatment | | | | | $0.00 |
| B. | Water Treatment | | | | | |
| C. | | | | | | |
| D. | | | | | | |
| | | | **Subtotal:** | **$ -** | **$ -** | **$ -** |

## Cash Summary Support Sheet

Applicant : City of Hattiesburg  Request No: 34  Grant Number: R-103-06

Contract Number: R-110-205-02-GZ

4. Activity: _____

| | Line Item | Vendor Name | Invoice # | (a) Invoice Amount | (b) Match Share | Federal Share |
|---|---|---|---|---|---|---|
| A. | | | | | | |
| B. | | | | | | |
| C. | | | | | | |
| D. | | | | | | |
| | | | **Subtotal:** | | | |

5. Activity: _____

| | Line Item | Vendor Name | Invoice # | (a) Invoice Amount | (b) Match Share | Federal Share |
|---|---|---|---|---|---|---|
| A. | | | | | | $0.00 |
| w | | | | | | $0.00 |
| C. | | | | | | $0.00 |
| D. | | | | | | $0.00 |
| | | | **Subtotal:** | **$0.00** | **$0.00** | **$0.00** |

6. Activity: _____

| | Line Item | Vendor Name | Invoice # | (a) Invoice Amount | (b) Match Share | Federal Share |
|---|---|---|---|---|---|---|
| A. | | | | | | $0.00 |
| B. | | | | | | |
| C. | | | | | | |
| D. | | | | | | |
| | | | **Subtotal:** | **$0.00** | **$0.00** | **$0.00** |

| | | | | |
|---|---|---|---|---|
| Cumulative Match Expended To Date: | $2,747,060.16 | **GRAND TOTAL:** | **$14,422.50** | **$ 14,422.50** | **$ -** |
| Cumulative Federal Expended To Date: | $2,489,258.65 | | | |

I hereby Certify That: a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; b) the amount requested will be expended for allowable costs/expenditures under the terms of the contract agreement or grant; c) the amount requested herein does not exceed the total funds obligated by contract; and d) the funds are requested for only immediate disbursements. I Hereby Certify tthat the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.

Johnny DuPree, Mayor

Typed Name and Title of Authorized Official

Signature of Authorized Official

# Mississippi Development Authority Consolidated Support Sheet

Applicant: City of Hattiesburg
Request for Cash Number: 34
Contract Number: R-110-205-02-GZ
Total Amount Requested: $ -

| Line Items | Amount Budgeted | Amount Requested to Date | Amount of This Request | Balance |
|---|---|---|---|---|
| Administration | $ 36,000.00 | $ 26,000.00 | $ - | $ 10,000.00 |
| Engineering | | | | $ |
| Specific Line Items as Listed in the Budget: | | | | |
| Application Preparation | $ 4,000.00 | $ 4,000.00 | | $ - |
| Architectural/Engineering | $ 211,310.00 | $ 211,310.00 | $ - | $ - |
| Contingency | | | | $ - |
| Water Treatment | $ 2,004,771.99 | $ 2,004,771.99 | $ - | $ - |
| Water Well | $ 243,176.66 | $ 243,176.66 | $ - | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ |
| Total Budget | $ 2,499,258.65 | $ 2,489,258.65 | $ - | $ 10,000.00 |

| | | | | |
|---|---|---|---|---|
| Total Funds Request to Date: | | | | $ 2,489,258.65 |
| Amount of Other Funds Expended to Date: | | | | $2,747,060.16 |
| CDBG Project Balance | | | | $ 10,000.00 |
| Period of Projected Cash Needs - Beginning: | May 26, 2013 | Thru | July 27, 2013 | |

| | | | | |
|---|---|---|---|---|
| TODAY'S DATE | 9/30/2013 | TOTAL CONTRACT BUDGET | $ 2,499,258.65 | |
| CONTRACT BEGIN DATE (FROM CONTRACT) | 8/8/2008 | TOTAL AMOUNT SPENT TO DATE | $ 2,489,258.65 | |
| CONTRACT END DATE (FROM CONTRACT) | 8/8/2013 | % TOTAL CONTRACT BUDGET SPENT | 99.60% | |
| CONTRACT EXTENSION (MONTHS) (ENTER # OF MONTHS OR "0") | | % CONTRACT BUDGET REMAINING | 0.40% | |
| FINAL CONTRACT COMPLETION DATE | 8/8/2013 | CONSTRUCTION BUDGET AMOUNT | $ 2,247,948.65 | Enter number from Cash Request. |
| CONTRACT DURATION (MONTHS) | 60.00 | TOTAL CONSTRUCTION DOLLARS SPENT TO | $ 2,247,948.65 | Enter number from Cash Request. |
| % OF CONTRACT PERIOD ELAPSED | 102.96% | % CONSTRUCTION BUDGET SPENT | 100.00% | |
| % OF CONTRACT PERIOD REMAINING | -2.96% | | | |

OR 146540

sdw
Engineering Progress

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

June 27, 2013
Project No: 1237C.001
Invoice No: 17550

Project Manager John Weeks
Project 1237C.001 Construction Mgt - James St. WTP #3
**Professional Services from May 26, 2013 to June 22, 2013**
**Professional Personnel**

| | Hours | Rate | Amount | |
|---|---|---|---|---|
| CONSTRUCTION OBSERVER | | | | |
| Tingle, William | 18.00 | 27.00 | 486.00 | |
| ENGINEERING INTERN | | | | |
| Joseph, Marcelin | 17.00 | 18.03 | 306.51 | |
| PROJECT ENGINEER | | | | |
| Weeks, John | 44.50 | 43.27 | 1,925.52 | |
| Totals | 79.50 | | 2,718.03 | |
| **Total Labor** | | **3.0 times** | **2,718.03** | **8,154.09** |
| | | **Total this Invoice** | | **$8,154.09** |

**Outstanding Invoices**

| Number | Date | Balance |
|---|---|---|
| 17519 | 5/30/2013 | 6,488.28 |
| **Total** | | **6,488.28** |
| | **Total Now Due** | **$14,642.37** |

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

094695.7245.02
~~075695.7245.02~~
MB 2012-1/350

APPROVED FOR PAYMENT
DATE 7/12/13
SIGNATURE

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

ENTERED

Hancock Bank.
Trust & Asset Management
228 St. Charles Ave., 2nd Floor
New Orleans, LA 70130

## STATEMENT OF ACCOUNT



AUGUST 01, 2013 TO AUGUST 31, 2013

ACCOUNT NAME: HATTIES12 PROJ
ACCOUNT NUMBER: 2085012826

## TRANSACTION DETAIL

| DATE | DESCRIPTION | PRINCIPAL CASH | INCOME CASH | COST | GAIN / LOSS |
|---|---|---|---|---|---|
| **08/01/13** | **BEGINNING BALANCE** | 872.81- | 872.81 | 2,046,105.31 | |
| 08/01/13 | DISTRIBUTION TO HENSLEY R. LEE CONTRACTING INC. PER REQ # 25 PAY APP NO. 5 5/29/13-6/26/13 MB2012-1/422 | 360 163.70- | | | |
| 08/01/13 | DISTRIBUTION TO JAY BEARDEN CONSTRUCTION, INC. PER REQ # 25 PAY APP NO. 3 5/26/13-6/26/13 MB 2012-1/387 | 312,948.14- | | | |
| 08/01/13 | DISTRIBUTION TO SHOWS, DEARMAN, & WAITS, INC. PER REQ # 25 INV # 17529, 17530, 17531, 17532,17533,17534,17535,17550, 17551 | 78 454.09- | $8,154.09 | | |
| 08/01/13 | 60934N708 DIVIDEND ON FEDERATED PRIME OBLIG FD #396 PAYABLE 08/01/2013 | | 24.38 | | |
| 08/01/13 | 60934N708 SOLD 751,541 55 OBLIG FD #396 C 1.00 | | | 751,541 [illegible] | |
| 08/28/13 | DISTRIBUTION TC INC. PER REQ # 2 PERIOD 6/27/13-7/ 2013-1/41 | R-110-205-02-GZ | | | |
| 08/28/13 | DISTRIBUTION TO CONTRACTING INC PAY APP NO. 6 PER 6/27/13-7/26/13 MB 2 | 3 invoices | | | |
| 08/28/13 | DISTRIBUTION TO J. CONSTRUCTION, IN PAY APP NO. 4 PERI 6/27/13-7/26/13 MB 20 | | | | |
| 08/28/13 | DISTRIBUTION TO SH & WAITS, INC. PER RE 15783, 15782, 15781, 1 15786,15785, 15784, 17 17572, & 17571 | | | | |
| 08/28/13 | 60934N708 SOLD 505,395.77 FEDERATED PRIME OBLIG FD #396 ON 08/28/2013 AT 1.00 | 505,395.77 | | 505,395.77- | |
| **08/31/13** | **ENDING BALANCE** | 897.19- | 897.19 | 789,167.99 | 0.00 |

SEP 2 7 2013

EXHIBIT A

| Item # | Payee Name & Address | Budget Line Item | Payment Amount | Invoice # | Purpose of Payment |
|---|---|---|---|---|---|
| | Hattiesburg, MS 39403-1711 | | | | |
| 8 | Shows, Dearman & Waits Inc.<br>301 Second Ave<br>P O Box 1711<br>Hattiesburg, MS 39403-1711 | 094695 7220 49 | $ 6 357 50 | 17531 | Sewer Improvements Ph I<br>Period 5/26/13 - 6/22/13<br>2011-4/89-110 |
| 9 | Shows, Dearman, & Waits, Inc<br>301 Second Ave<br>P O Box 1711<br>Hattiesburg, MS 39403-1711 | 094695.7245 50 | $ 4 715 00 | 17532 | Water Improvements Ph I<br>Period 5/26/13 - 6/22/13<br>2011-4/89-110 |
| 10 | Shows Dearman, & Waits, Inc.<br>301 Second Ave<br>P O Box 1711<br>Hattiesburg, MS 39403-1711 | 094695 7245.04 | $ 11 605.00 | 17533 | Hwy 98 Elevated Water Tank<br>Period 5/26/13 - 6/22/13<br>2011-4/89-110 |
| 11 | Shows, Dearman, & Waits, Inc.<br>301 Second Ave<br>P O Box 1711<br>Hattiesburg MS 39403-1711 | 094695.7245 03 | $ 1,000.00 | 17534 | Hwy 98 Booster Station<br>Period 5/26/13 - 6/22/13<br>2011-4/89-110 |
| 12 | Shows, Dearman, & Waits, Inc.<br>301 Second Ave<br>P O Box 1711<br>Hattiesburg, MS 39403-1711 | 094695 7245.28 | $ 2,645.00 | 17535 | Hwy 98 Fire Lines<br>Period: 5/26/13 - 6/22/13<br>2011-4/89-110 |
| 13 | Shows, Dearman, & Waits, Inc<br>301 Second Ave<br>P O Box 1711<br>Hattiesburg, MS 39403-1711 | 094695.7245.02 | $ 8,154 09 | 17550 | James St Water Well # 3<br>Period: 5/26/13 - 6/22/13<br>2011-4/89-110 |
| 14 | Shows Dearman, & Waits, Inc<br>301 Second Ave<br>P O Box 1711<br>Hattiesburg, MS 39403-1711 | 094695.7220 51 | $ 6,447 50 | 17551 | Sewer Improvements Ph IV<br>Period 5/26/13 - 6/22/13<br>2011-4/89-110 |
| | | | $ 1,470,670.89 | | |

EXHIBIT A

# PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: $12,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Bonds") secured by $12,500,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System 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.: 25

DATE OF REQUISITION: 7/23/2013

| Item # | Payee Name & Address | Budget Line Item | Payment Amount | Invoice # | Purpose of Payment |
|---|---|---|---|---|---|
| 1. | 4-D Construction Inc<br>P O Box 127<br>Louisville MS 39339-0127 | 094695 7245 28 | $ 86,751.72 | Pay App No 13 | Construction of Hwy 98 Fire Lines for period 5/25/13-6/25/13<br>MB 2012-1/125 |
| 2. | Phoenix Fabricators & Erectors, Inc<br>P O Box 631541<br>Cincinnati, OH 45263-1541 | 094695 7245 04 | $ 523,897.83 | Pay App # 3 | Construction of Elevated Water Tank for period 5/26/13-6/25/13<br>MB 2012-1/125 |
| 3. | C B Developers, Inc<br>1716 Evelyn Gandy Pkwy , Suite 40<br>Hattiesburg, MS 39401 | 094695 7245 50 | $ 158,022.00 | Pay App # 1 | Construction of Water Improvements Phase I for period 6/10/13-6/26/13<br>MB 2013-1/41 |
| 4. | Hensley R. Lee Contracting Inc.<br>311 Acorn St<br>Picayune, MS 39466 | 094695 7220.50 | $ 380,163.70 | Pay App No 5 | Construction on COMSWIP Sewer Phase II for period 5/29/13-6/26/13<br>MB 2012-1/422 |
| 5. | Jay Bearden Construction, Inc<br>P O Box 180428<br>Richland, MS 39218 | 094695 7220 01 | $ 312,948.14 | Pay App No. 3 | Construction on COMSWIP Sewer Phase III for period 5/26/13-6/26/13<br>MB 2012-1/387 |
| 6. | Shows, Dearman, & Waits, Inc<br>301 Second Ave<br>P O Box 1711<br>Hattiesburg MS 39403-1711 | 094695 7220.01 | $ 21,887.50 | 17529 | Sewer Improvements Ph III<br>Period 5/26/13 - 6/22/13<br>2011-4.89-110 |
| 7. | Shows Dearman & Waits, Inc.<br>301 Second Ave<br>P O Box 1711 | 094695 7220.50 | $ 16,642.50 | 17530 | Sewer Improvements Ph II<br>Period 5/26/13 - 6/22/13<br>201[illegible] |

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. 25 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated March 29, 2012. After discussion of the subject, Council Member Naylor 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. 25 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF MARCH 29, 2012, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.**

**Whereas,** on March 29, 2012 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed $12,500,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of March 29, 2012, 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. 25 from the Project Fund Construction Account under the Loan in the total aggregate amount of $1,470,670.89 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. 25 from the Project Fund Construction Account under the Loan in the total aggregate amount of One million four hundred seventy thousand six hundred seventy & 89/100 dollars ($1,470,670.89) 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. 25 in the total aggregate amount of One million four hundred seventy thousand six hundred seventy & 89/100 dollars ($1,470,670.89) 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 Naylor, seconded by Council Member Dryden, and was adopted by the following roll call vote, to wit:

YEAS: Bradley, Dryden, Naylor

NAYS: None

ABSENT: Delgado, Carroll

The President thereby declared the motion carried and the resolution adopted, this the 23rd day of July, 2013.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 23rd day of July, 2013.

CITY CLERK

MAYOR

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 March 29, 2012 (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: Director of Administration/City Clerk

(Authorized City Representative)

148510
136635

sdw
Engineering Progress

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

July 31, 2013
Project No: 1237C.001
Invoice No: 17572

Project Manager John Weeks
Project 1237C.001 Construction Mgt - James St. WTP #3
**Professional Services from June 23, 2013 to July 27, 2013**
**Professional Personnel**

| | Hours | Rate | Amount | |
|---|---|---|---|---|
| CONSTRUCTION OBSERVER | | | | |
| Tingle, William | 3.00 | 27.00 | 81.00 | |
| ENGINEERING INTERN | | | | |
| Joseph, Marcelin | 25.00 | 18.03 | 450.75 | |
| PROJECT ENGINEER | | | | |
| Weeks, John | 36.00 | 43.27 | 1,557.72 | |
| Totals | 64.00 | | 2,089.47 | |
| **Total Labor** | | **3.0 times** | **2,089.47** | **6,268.41** |
| | | **Total this Invoice** | | **$6,268.41** |

**Outstanding Invoices**

| Number | Date | Balance |
|---|---|---|
| 17550 | 6/27/2013 | 8,154.09 |
| **Total** | | **8,154.09** |

**Total Now Due** **$14,422.50**

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

APPROVED FOR PAYMENT
DATE 8/14/13
SIGNATURE

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

094695.7245.02
MB 2011-4/89-110

ENTERED

Hancock Bank.
Trust & Asset Management
228 St. Charles Ave., 2nd Floor
New Orleans, LA 70130

## STATEMENT OF ACCOUNT



AUGUST 01, 2013 TO AUGUST 31, 2013

ACCOUNT NAME: HATTIES12 PROJ
ACCOUNT NUMBER: 2085012826

## TRANSACTION DETAIL

| DATE | DESCRIPTION | PRINCIPAL CASH | INCOME CASH | COST | GAIN / LOSS |
|---|---|---|---|---|---|
| **08/01/13** | **BEGINNING BALANCE** | 872.81- | 872.81 | 2,046,105.31 | |
| 08/01/13 | DISTRIBUTION TO HENSLEY R. LEE CONTRACTING INC. PER REQ # 25 PAY APP NO. 5 5/29/13-6/26/13 MB2012-1/422 | 360 163 70- | | | |
| 08/01/13 | DISTRIBUTION TO JAY BEARDEN CONSTRUCTION, INC. PER REQ # 25 PAY APP NO. 3 5/26/13-6/26/13 MB 2012-1/387 | 312 948 14- | | | |
| 08/01/13 | DISTRIBUTION TO SHOWS, DEARMAN, & WAITS, INC. PER REQ # 25 INV # 17529, 17530, 17531, 17532,17533,17534,17535,17550, 17551 | 78 454 09- | | | |
| 08/01/13 | 60934N708 DIVIDEND ON FEDERATED PRIME OBLIG FD #396 PAYABLE 08/01/2013 | | 24 38 | | |
| 08/01/13 | 60934N708 SOLD 751,541.55 FEDERATED PRIME OBLIG FD #396 ON 08/01/2013 AT 1.00 | 751,541 55 | | 751,541 [illegible] | |
| 08/28/13 | DISTRIBUTION TO CB DEVELOPERS, INC. PER REQ # 26 PAY APP NO. 2 PERIOD 6/27/13-7/26/13 MB 2013-1/41 | 132 811 89- | | | |
| 08/28/13 | DISTRIBUTION TO HENSLEY R. LEE CONTRACTING INC. PER REQ # 26 PAY APP NO. 6 PERIOD 6/27/13-7/26/13 MB 2012-1/422 | 62,452 16- | | | |
| 08/28/13 | DISTRIBUTION TO JAY BEARDEN CONSTRUCTION, INC. PER REQ # 26 PAY APP NO. 4 PERIOD 6/27/13-7/26/13 MB 2012-1/387 | 214,685 81- | | | |
| 08/28/13 | DISTRIBUTION TO SHOWS, DEARMAN, & WAITS, INC. PER REQ # 26 INV # 15783, 15782, 15781, 15787, 15786,15785, 15784, 17570, 17572, & 17571 | 95,445 91- | $60268.41 | | |
| 08/28/13 | 60934N708 SOLD 505,395.77 FEDERATED PRIME OBLIG FD #396 ON 08/28/2013 AT 1.00 | 505,395 77 | | 505,395 77- | |
| **08/31/13** | **ENDING BALANCE** | 897.19- | 897.19 | 789,167.99 | 0.00 |

SEP 27 2013

EXHIBIT A

| Item # | Payee Name & Address | Budget Line Item | Payment Amount | Invoice # | Purpose of Payment |
|---|---|---|---|---|---|
| | 301 Second Ave<br>P O Box 1711<br>Hattiesburg, MS 39403-1711 | | | | Period: 5/26/13 - 6/22/13<br>2011-4/89-110 |
| 8. | Shows, Dearman, & Waits, Inc.<br>301 Second Ave<br>P O Box 1711<br>Hattiesburg, MS 39403-1711 | 094695.7245.04 | $ 6,677.50 | 15786 | Hwy 98 Elevated Water Tank<br>Period: 5/26/13 - 6/22/13<br>2011-4/89-110 |
| 9. | Shows, Dearman, & Waits, Inc.<br>301 Second Ave<br>P O Box 1711<br>Hattiesburg, MS 39403-1711 | 094695.7245.03 | $ 575.00 | 15785 | Hwy 98 Booster Station<br>Period: 6/23/13 - 7/27/13<br>2011-4/89-110 |
| 10 | Shows, Dearman, & Waits, Inc.<br>301 Second Ave<br>P O Box 1711<br>Hattiesburg, MS 39403-1711 | 094695.7245.28 | $ 1,125.00 | 15784 | Hwy 98 Fire Lines<br>Period: 6/23/13 - 7/27/13<br>2011-4/89-110 |
| 11. | Shows, Dearman, & Waits, Inc.<br>301 Second Ave<br>P O Box 1711<br>Hattiesburg, MS 39403-1711 | 094695.7245.02 | $ 8,020.00 | 17570 | James St Water Well # 3<br>Period: 11/25/12-7/27/13<br>2011-4/89-110 |
| 12. | Shows, Dearman, & Waits, Inc.<br>301 Second Ave<br>P O Box 1711<br>Hattiesburg, MS 39403-1711 | 094695.7245.02 | $ 6,268.41 | 17572 | James St Water Well # 3<br>Period: 6/23/13-7/27/13<br>2011-4/89-110 |
| 13. | Shows, Dearman, & Waits, Inc.<br>301 Second Ave<br>P O Box 1711<br>Hattiesburg, MS 39403-1711 | 094695.7220.61 | $ 7,312.50 | 17571 | Sewer Improvements Ph IV<br>Period: 5/26/13 - 6/22/13<br>2011-4/89-110 |
| | | | $ 505,395.77 | | |

EXHIBIT A

## PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: $12,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Bonds") secured by $12,500,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System 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.: 26

DATE OF REQUISITION: 8/20/2013

| Item # | Payee Name & Address | Budget Line Item | Payment Amount | Invoice # | Purpose of Payment |
|---|---|---|---|---|---|
| 1. | C B Developers, Inc.<br>1718 Evelyn Gandy Pkwy., Suite 40<br>Hattiesburg, MS 39401 | 094695.7245.50 | $ 132,811.88 | Pay App No. 2 | Construction of Water Improvements Phase I for period 6/27/13-7/26/13<br>MB 2013-1/41 |
| 2. | Hensley R. Lee Contracting Inc.<br>311 Acorn St<br>Picayune, MS 39466 | 094695.7220.50 | $ 62,452.18 | Pay App No. 6 | Construction on COMSWIP Sewer Phase II for period 6/27/13 - 7/26/13<br>MB 2012-1/422 |
| 3. | Jay Bearden Construction, Inc.<br>P O Box 180428<br>Richland, MS 39218 | 094695.7220.01 | $ 214,885.81 | Pay App No. 4 | Construction on COMSWIP Sewer Phase III for period 6/27/13 - 7/26/13.<br>MB 2012-1/387 |
| 4. | Shows, Dearman, & Waits, Inc.<br>301 Second Ave<br>P O Box 1711<br>Hattiesburg, MS 39403-1711 | 094695.7220.01 | $ 23,427.50 | 15783 | Sewer Improvements Ph III<br>Period: 6/23/13 - 7/27/13<br>2011-4/89-110 |
| 5. | Shows, Dearman, & Waits, Inc.<br>301 Second Ave<br>P O Box 1711<br>Hattiesburg, MS 39403-1711 | 094695.7220.50 | $ 20,457.50 | 15782 | Sewer Improvements Ph II<br>Period: 6/23/13 - 7/27/13<br>2011-4/89-110 |
| 6. | Shows, Dearman, & Waits, Inc<br>301 Second Ave<br>P O Box 1711<br>Hattiesburg, MS 39403-1711 | 094695.7220.49 | $ 8,572.50 | 15781 | Sewer Improvements Ph I<br>Period: 6/23/13 - 7/27/13<br>2011-4/89-110 |
| 7 | Shows, Dearman, & Waits, Inc. | 094695.7245.50 | $ 10,010.00 | 15787 | Water Improvements Ph I |

# City of Hattiesburg, MS

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

Master

File Number: 2013-0517

| | | | |
|---|---|---|---|
| File ID: | 2013-0517 | Type: Regular Agenda Item | Status: Draft |
| Version: | 1 | Reference: | In Control: City Council |
| | | | File Created: 08/14/2013 |
| Brief Title: | Project Resolution Requisition No. 26 - 2012 Bonds | | Final Action: |
| | | | Minute Book Number: |

**Title:**

Adopt a Resolution authorizing Requisition No. 26 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

**Notes:**

#2013-76

| | | | |
|---|---|---|---|
| Sponsors: | | Enactment Date: | |
| Attachments: | Bond Requisition No.26 | Enactment Number: | |
| Contact: | | Meeting Date: | 08/20/2013 |
| Drafter: | Sharon Waits | Effective Date: | |

**History of Legislative File**

| Ver-sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|

**Text of Legislative File 2013-0517**

Title

~~Adopt a Resolution authorizing Requisition No. 26 from the Project Fund Construction~~ Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

Summary

Adopt a Resolution authorizing Requisition No. 26 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

~~Budget Information~~

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. 26 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated March 29, 2012. 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. 26 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF MARCH 29, 2012, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.**

**Whereas,** on March 29, 2012 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed $12,500,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of March 29, 2012, 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. 26 from the Project Fund Construction Account under the Loan in the total aggregate amount of $505,395.77 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. 26 from the Project Fund Construction Account under the Loan in the total aggregate amount of Five hundred five thousand three hundred ninety-five & 77/100 dollars ($505,395.77) 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. 26 in the total aggregate amount of Five hundred five thousand three hundred ninety-five & 77/100 dollars ($505,395.77) as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the resolution adopted, this the 20th day of August, 2013.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 20th day of August, 2013.

CITY CLERK

MAYOR

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 March 29, 2012 (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: Director of Administration/City Clerk
(Authorized City Representative)

# City of Hattiesburg, MS

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

## Master

### File Number: 2013-0645

**File ID:** 2013-0645 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

**File Created:** 10/09/2013

**Brief Title:** Fire Inspector 1 Class **Final Action:** 10/22/2013

**Minute Book Number:** MB2013-318

**Title:**

**Authorize Mayor to execute agreement between the Hattiesburg Fire Department and the Louisiana State University Fire & Emergency Training Institute (LSU) to provide the field course curriculum for Fire Inspector I. (Dates: November 4 - 8, 2013.**

**Notes:**

**Sponsors:** **Enactment Date:**

**Attachments:** Copy of Hattiesburg quote Nov 2013, executed Copy of Hattiesburg quote Nov 2013 **Enactment Number:**

**Contact:** **Meeting Date:**

**Drafter:** Linda Montgomery **Effective Date:**

## History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 10/22/2013 | Authorize | | | | Pass |

**Action Text:** A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Authorize Mayor to execute agreement between the Hattiesburg Fire Department and the Louisiana State University Fire & Emergency Training Institute (LSU) to provide the field course curriculum for Fire Inspector I. (Dates: November 4 - 8, 2013.

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

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

Nays: 0

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

ΓEL-No Vote: 0

**Text of Legislative File 2013-0645**

## Title

**Authorize Mayor to execute agreement between the Hattiesburg Fire Department and the Louisiana State University Fire & Emergency Training Institute (LSU) to provide the field course curriculum for Fire Inspector I. (Dates: November 4 - 8, 2013.**

## Summary

Agreement, Hattiesburg Fire Department and Louisiana State University Fire and Emergency Training Institute (LSU).

## Budget Information

## Expenditure Type

## Purchasing Item

QUOTE

## Publication Information

# Quote

Louisiana State University
Fire & Emergency Training Institute

Date: 8/21/2013

Expiration Date: 10/20/2013

To: Chief Pickering
Hattiesburg Fire Dept.
53 Academy Dr.
Hattiesburg, Ms. 39403
601-582-3311
rpickering@hattiesburgms.com
hfdhanetho@yahoo.com

| Program | Terms |
|---|---|
| Pine Country/Certification | P.O. Number is required to schedule class |

| Qty | Course Code | Hours | Course Name/Description | Unit Price | Line Total |
|---|---|---|---|---|---|
| 10 | MU221-04 | 40.00 | Fire Inspector I (Dates: Nov. 4 - 8, 2013) | $ 350.00 | $ 3,500.00 |
| 1 | | | Instructor Travel/Consumables | $ 1,055.00 | 1,055.00 |
| | | | | | - |
| 10 | | | Certification Exams | $ 80.00 | 800.00 |
| 1 | | | Testing Proctor Travel/Consumables | $ 309.34 | 309.34 |
| | | | | | - |
| | | | This class is quoted for 10 students. Each additional student | | - |
| | | | will be charged at the above price for class tuition and | | - |
| | | | certification. | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | Subtotal | $ 5,664.34 |
| | | | | Sales Tax (when applicable) | |
| | | | | Total | **$ 5,664.34** |

**Quotation prepared by:** _____ **Date:** _____

This is a quotation for the goods and services listed, subject to the conditions noted below:
1) PO must be received in order to schedule above class(es).
2) All consumables are quoted based on current market rates; Actual consumable charges will be assessed at time of class.
3) Quote is valid for 60 days. See date above for expiration of quote validity.
4) If student totals change, a new quote will need to be requested. Above costs are based on current market prices.

To accept the quotation, sign here and return: _____ Date: _____

Thank you for your business!
6868 Nicholson Dr. Baton Rouge, Louisiana 70820
Office: (225) 334-6300; (800) 256-3473 FAX: (225) 334-6341

REV 08/11

# Quote

Louisiana State University
Fire & Emergency Training Institute

Date: 8/21/2013

Expiration Date: 10/20/2013

To: Chief Pickering
Hattiesburg Fire Dept.
53 Academy Dr.
Hattiesburg, Ms. 39403
601-582-3311
rpickering@hattiesburgms.com
hfdhanetho@yahoo.com

| Program | Terms |
|---|---|
| Pine Country/Certification | P.O. Number is required to schedule class |

| Qty | Course Code | Hours | Course Name/Description | Unit Price | Line Total |
|---|---|---|---|---|---|
| 10 | MU221-04 | 40.00 | Fire Inspector I (Dates: Nov. 4 - 8, 2013) | $ 350.00 | $ 3,500.00 |
| 1 | | | Instructor Travel/Consumables | $ 1,055.00 | 1,055.00 |
| | | | | | - |
| 10 | | | Certification Exams | $ 80.00 | 800.00 |
| 1 | | | Testing Proctor Travel/Consumables | $ 309.34 | 309.34 |
| | | | | | - |
| | | | This class is quoted for 10 students. Each additional student | | - |
| | | | will be charged at the above price for class tuition and | | - |
| | | | certification. | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | Subtotal | $ 5,664.34 |
| | | | | Sales Tax (when applicable) | |
| | | | | Total | **$ 5,664.34** |

Quotation prepared by: _____ Date: _____

This is a quotation for the goods and services listed, subject to the conditions noted below:
1) PO must be received in order to schedule above class(es).
2) All consumables are quoted based on current market rates; Actual consumable charges will be assessed at time of class.
3) Quote is valid for 60 days. See date above for expiration of quote validity.
4) If student totals change, a new quote will need to be requested. Above costs are based on current market prices.

To accept the quotation, sign here and return: _____ Date: 10-22-13

Thank you for your business!
6868 Nicholson Dr. Baton Rouge, Louisiana 70820
Office: (225) 334-6300; (800) 256-3473 FAX: (225) 334-6341

REV 08/11

# City of Hattiesburg, MS

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

## Master

### File Number: 2013-0648

**File ID:** 2013-0648 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

**File Created:** 10/10/2013

**Brief Title:** 2013-2014 Hattiesburg Youth Soccer Contract **Final Action:** 10/22/2013

**Minute Book Number:** MB2013-318

**Title:**

Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and Hattiesburg Youth Soccer Association to operate and promote soccer programs for Hattiesburg residents. This program will operate October 1, 2013, through September 30, 2014. (Nunc Pro Tunc)

**Notes:**

**Sponsors:** **Enactment Date:**

**Attachments:** Soccer 2013-2014 contract, executed Soccer 2013-2014 contract **Enactment Number:**

**Contact:** **Meeting Date:** 10/22/2013

**Drafter:** Ann Jones **Effective Date:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 10/22/2013 | Authorize | | | | Pass |

**Action Text:** A MOTION was made by Council Member Dryden and seconded by Council Member Naylor to Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and Hattiesburg Youth Soccer Association to operate and promote soccer programs for Hattiesburg residents. This program will operate October 1, 2013, through September 30, 2014. (Nunc Pro Tunc)

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

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

Nays: 0

| | | |
|---|---|---|
| Yea: | 5 | Council Member Bradley<br>Council Member Delgado<br>Council Member Carroll<br>Council Member Dryden<br>Council Member Naylor |
| ΓEL-No Vote: | 0 | |

**Text of Legislative File 2013-0648**

## Title

Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and Hattiesburg Youth Soccer Association to operate and promote soccer programs for Hattiesburg residents. This program will operate October 1, 2013, through September 30, 2014. (Nunc Pro Tunc)

## Summary

Agreement

## Budget Information

002315.6049

## Expenditure Type

Regular Budget Item

## Purchasing Item

## Publication Information

**STATE OF MISSISSIPPI**

**COUNTY OF FORREST**

# AGREEMENT

**THIS AGREEMENT** is entered into by and between, the **Hattiesburg Youth Soccer Association**, A Mississippi non-profit corporation, hereinafter referred to as **"HYSA"** and the **City of Hattiesburg, Mississippi,** a municipal corporation, hereinafter referred to as **"City"**, for the purpose of evidencing their agreement of understanding concerning the development and promotion of **Soccer Programs** for Hattiesburg area residents, and as such HYSA and the City do hereby agree and obligate themselves as follow, to-wit:

I.

HYSA has a long standing relationship with the City and will continue to develop and promote **Soccer Programs** at all levels of play for Hattiesburg area residents for a period of one (1) year beginning on the 1st day of October 2013, and terminating on the 30th day of September 2014. HYSA shall have the right and responsibility to operate all aspects of the youth soccer program including, but not limited to, organization of league, games, practices, obtaining coaches, obtaining officials, collection of fees, setting schedules, limiting rosters, soccer equipment, concessions, clinics, camps, tournaments and other related activities, duties and responsibilities.

HYSA shall provide to the City a written schedule before the start of its league play, games, practices, tournament, clinics, camps, and other related activities. The schedule(s) shall be inclusive of all scheduled dates and fields to be used and shall be provided to the City no later than one (1) week prior to start of the event. All other tournaments, (sub-district, district, state, national, etc.) for which HYSA may bid to host shall be coordinated with the City

before bidding, as City facilities and maintenance for the particular post-season tournament will be required. Program playing field specifications shall be provided to the City no less than two (2) weeks prior to the start of the program.

II

City shall be responsible for maintaining Tatum Park Soccer Complex as described in Attachment I for providing seating and electricity. In addition, City shall be responsible for maintaining all aspects of the Tatum Park Soccer Complex in good condition and fields to game ready specifications, including but not limited to the following on an as needed basis: mow and maintain the grass in a healthy state through the use of water, sprinkler system, fertilization, overseeding with rye, spraying for weeds, insect spraying, sanding to fill low areas, maintain proper grade of fields and maintaining good drainage for fields, lining fields for play, cleaning restrooms and facility areas including trash/garbage pickup, parking lots, roads, adequate lights, light poles, security, utilities, physical structures and related needs.

The City shall provide **Ten Thousand, Dollars ($10,000.00)** to be applied to the payment of referees, coaches, tournament expenses, equipment (may include items such as soccer balls, nets, goals, flags, etc), and to scholarship children who are residents of the city and who can't afford to pay full fee. The appropriate expenditure reports (Attachment III) shall be completed and filed with the City by October 31, 2014. HYSA shall have first priority use of and access to all Tatum Park soccer fields and related facilities for practices, games, clinics, camps, tournaments, and related activities, except that City does reserve the right to use said facilities for other functions if HYSA does not give the City at least thirty(30) days advance notice of its intended use of Tatum Park, and the City shall coordinate the scheduling of its functions with HYSA so as to prevent the scheduling of functions that are detrimental to HYSA's overall soccer program. See Attachment IIa for Policy on General Public Use of Facilities.

III.

HYSA does hereby obligate itself to comply with the policies of the City: That all soccer programs shall be open to all citizens of the Hattiesburg area regardless of his/her ability to pay full fees charged for participation in said programs; and that the City's nondiscrimination policy(Attachment IIb) shall be observed. See Attachment II for all pertinent City policies.

IV.

It is understood by and between parties that this Agreement may be terminated by either party for any reason upon ninty (90) days written notice of their intention to terminate this Agreement.

V.

HYSA does hereby agree that it will hold harmless and indemnify the City from any and all liability and damages of any kind whatsoever resulting from the negligent or intential tortious operation of the soccer program. The Liability Policy of the City is attached as Attachment IIc.

HYSA does hereby agree to appropriately acknowledge City's contribution to the Soccer Program in a public manner, through the use of such media that is appropiate. HYSA does hereby obligate itself to comply with National Standards for Youth Sports and Coach Review Policy(Attachments IId and IIe, respectively) adopted by the City Council.

VI.

HYSA does hereby obligate itself to comply with the Sports Participation Policy, which is attached as Attachment IIf.

VII.

WITNESS the signatures of HYSA and the City to duplicate originals of this Agreement on this, the ____day of _____, A.D., _____.

HATTIESBURG YOUTH SOCCER ASSOCIATION

BY:_____
David Johns, President

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____
Mayor

ATTEST:

_____
Eddie Myers, City Clerk

( SEAL )

**STATE OF MISSISSIPPI**

**COUNTY OF FORREST**

**AGREEMENT**

**THIS AGREEMENT** is entered into by and between, the **Hattiesburg Youth Soccer Association**, A Mississippi non-profit corporation, hereinafter referred to as **"HYSA"** and the **City of Hattiesburg, Mississippi,** a municipal corporation, hereinafter referred to as **"City"**, for the purpose of evidencing their agreement of understanding concerning the development and promotion of **Soccer Programs** for Hattiesburg area residents, and as such HYSA and the City do hereby agree and obligate themselves as follow, to-wit:

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It is understood by and between parties that this Agreement may be terminated by either party for any reason upon ninty (90) days written notice of their intention to terminate this Agreement.

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VI.

HYSA does hereby obligate itself to comply with the Sports Participation Policy, which is attached as Attachment IIf.

VII.

WITNESS the signatures of HYSA and the City to duplicate originals of this Agreement on this, the 22 day of October, A.D., 2013.

HATTIESBURG YOUTH SOCCER ASSOCIATION

BY: David B. Johns
David Johns, President

CITY OF HATTIESBURG, MISSISSIPPI

BY:
Mayor

ATTEST:

Connie Everett (DC)
Eddie Myers, City Clerk

( SEAL )

AGREEMENT
ATTACHMENT I

*CITY OF HATTIESBURG*

MAINTENANCE POLICY

Includes:

1. Mow on regular basis
2. Clean restrooms and facility area
3. Wash bleachers, as needed
4. Line fields
5. Fill low/soft sports

The City of Hattiesburg reserves the right to increase or decrease the amount and/or type of maintenance.

---

NOTE: Fields and restrooms must be left in a presentable condition (litter control) after use of fields by contracted organizations. Special attention should be noticed when City Maintenance Department is not working the day after scheduled games.

**Maintenance Agreement for all tournaments will be negotiated.**

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The decision to call games is a joint decision, however, the City reserves the right to call any game(s) for safety reasons or to prevent damage to the field(s).

---

The Administration section of the Recreation Department manages the contracts.

AGREEMENT
ATTACHMENT II

*CITY OF HATTIESBURG*

CITY POLICIES

a. General Public Use of Facility Policy

b. Nondiscrimination Policy

c. Liability Policy

d. National Standards for Youth Sports Policy

e. Coach Certification Review Policy

f. Sports Participation Policy

AGREEMENT
ATTACHMENT IIa

*CITY OF HATTIESBURG*

GENERAL PUBLIC USE OF FACILITY POLICY

Facilities under lease, owned by the City of Hattiesburg, were funded by the citizens of Hattiesburg. The City does reserve the right to make its facilities for other functions when not in use by organizations leasing City facilities.

AGREEMENT
ATTACHMENT IIb

*CITY OF HATTIESBURG*

NONDISCRIMINATION POLICY

The City of Hattiesburg does not discriminate on the basis of Color, Race, Creed, National Origin, Sex, or Religion nor on the basis of disabling conditions in the admission or access to services provided through its programs and activities.

AGREEMENT
ATTACHMENT IId

*CITY OF HATTIESBURG*

NATIONAL STANDARDS FOR YOUTH SPORTS POLICY

These standards are endorsed and supported by
26 National Agencies and Organizations

**STANDARD #1** – PROPER SPORTS ENVIRONMENT
Parents must consider and carefully choose the proper environment for their child, including the appropriate age and development for participation, the type of sport, the rules in the sport, the age range of the participants, and the proper level of physical and emotional stress.

**STANDARD #2** – PROGRAMS BASED ON THE WELL-BEING OF CHILDREN
Parents must select youth sports programs that are developed and organized to enhance the emotional, physical, social, and educational well being of children.

**STANDARD #3** – DRUG AND ALCOHOL – FREE ENVIRONMENT
Parents must encourage a drug and alcohol-free environment for their children.

**STANDARD #4** – PART OF A CHILD'S LIFE
Parents must recognize that youth sports are only a small part of a child's life.

**STANDARD # 5** – TRAINING
Parents must insist that coaches are trained and certified.

**STANDARD #6** – PARENTS' ACTIVE ROLE
Parents must make a serious effort to take an active role in the youth sports experience of their child providing a positive support as a spectator, coach, and league administrator and/or caring parent.

**STANDARD #7** – POSITIVE ROLE MODELS
Parents must be a positive role model exhibiting sportsmanlike behavior at game, practices, and home, while also giving positive reinforcement to their child and support to their child's coaches.

**STANDARD #8** – PARENTAL COMMITMENT
Parents must demonstrate their commitment to their child's youth sports experience by annually signing a parental code of ethics.

**STANDARD #9** – SAFE-PLAYING SITUATION
Parents must insist on safe-playing facilities, healthful playing situation, and proper first-aid applications, should the need arise.

**STANDARD #10** – EQUAL PLAY OPPORTUNITY
Parents, coaches, and league administrators must provide equal sports play opportunity for all youth regardless of race, creed, sex, or economic status of ability.

**STANDARD # 11** - DRUG AND ALCOHOL-FREE ADULTS
Parents must be rug and alcohol-free at youth league sporting events.

AGREEMENT
ATTACHMENT IIe

*CITY OF HATTIESBURG*

# COACH REVIEW POLICY

Whereas, the City of Hattiesburg requires completion of a certification program for youth sport coaches whereby the coaches are schooled in the psychology of coaching youth sports, maximizing performance, injury prevention, first aid, and emphasizes a drug and alcohol-free environment for youth sports and recognizes the great influence youth coaches have on our youth.

AGREEMENT
ATTACHMENT IIf

*CITY OF HATTIESBURG*

# YOUTH SPORTS PARTICIPATION POLICY

The Hattiesburg Parks and Recreation Division offers a diversified youth sports program designed to meet the recreational needs of the Hattiesburg area. The City's philosophy is to promote the development of strong character, a good attitude, and a sense of responsibility and citizenship in participants, using a recreation as a vehicle.

This philosophy, as important as it is, must be carried out primarily by volunteers, with support and guidance provided by the Parks and Recreation Division staff, underscoring the importance of recruiting the best volunteers available-people who can apply the City's philosophy for the good of the children involved.

Every sport sponsored by the Parks and Recreation Division is conducted on facilities provided and maintained by the City of Hattiesburg, funded in large part by the citizens of Hattiesburg. This policy necessitates a move toward more participation by every member of recreation league team.

The City feels strongly that the sport programs offered to the children of Hattiesburg should be fun, educational, and developmental; and the only way to teach these values is for the children to participate a substantial amount of time in each competitive event. Every league within the City, without exception, will follow the following guidelines.

In all games, all registered participants shall play in the following sports a minimum of:

Football – 4 minutes of the game (Flag Football)
Basketball – 2 minutes (Elementary School Age)
Soccer – One Full Half (HYSA)

Baseball and Softball – each player must at least play 3 consecutive defensive outs, and bat once in a full game. In games shortened due to the 10-run rule, acts of God, time limit expiration or other reasons will require the time at bat.

Note: A manager or coach is not required to play a player who is ill, injured or is under reasonable disciplinary restrictions or for other justifiable reasons, provided he informs the opposing coach and scorekeeper prior to the beginning of the game.

In order to assist the teams and coaches and to insure maximum participation of all children, the number of members on a team should be limited as follows:

| | | |
|---|---|---|
| (1) | Football | 20 players |
| (2) | Basketball | 10 players |
| (3) | Soccer | 14 players |
| (4) | Baseball | 14 players |
| (5) | Softball | 14 players |

The limitation of players on teams may mean the additional of other divisions within leagues and the addition of multiple all-star teams within leagues. This is viewed again, to be an opportunity to bring about additional participation for children within City recreation programs. In all-star competition, the number of children participating on each team may be increased according to the rules of the organization sponsoring the all-star program.

Every league within the City of Hattiesburg must comply with and follow this policy and insure that each coach and league official is familiar with the policy and complies at all times. If a coach fails to play a child the minimum participation limit, the following sanctions will be imposed on said coach, **without exception**, to-wit:

(1) The first offense will result in the coach receiving a letter or reprimand from the governing board of the league. The child concerned will play the entire next game.

(2) The second offense by the same coach will result in the coach being suspended from the league for the next week. The child concerned will play the entire next game.

(3) The third offense by the same coach will result in expulsion of the coach from any City program in any and all capacities for a minimum of two (2) calendar years. The child concerned will play the entire next game.

(4) If any coach fails to play any child as required in any league championship game or any play-off game affecting the league championship, then that coach, no matter which offense, will be suspended from the league and unable to participate in any post-season activities. The team that fails to have full participation by all players will forfeit the game.

(5) If any coach fails to play any child as required herein in any all-star or tournament game, then that coach, no matter which offense, will be expelled from coaching in any City program in any and all capacities for a minimum of two (2) calendar years.

The individual leagues will notify the Hattiesburg Recreation Department whenever it becomes necessary to take any action against a coach for failure to comply with the participation policy.

A copy of this participation policy shall be provided to each child at registration of any sport within the City of Hattiesburg.

The purpose of a sports league is to insure participation for all children within the City of Hattiesburg; the purpose of a participation policy is to insure a sports league for all the children of Hattiesburg.

AGREEMENT
ATTACHMENT III

*CITY OF HATTIESBURG*

EXPENDITURE WORKSHEETS

a. Worksheet Instructions
b. Equipment, supplies, and related purchases worksheet ***NOTE*** All invoices must be attached to the equipment/supplies purchase worksheet as documentation
c. Daily officials timesheet
d. Year end officials summary timesheet
***NOTE*** All daily timesheets must be attached to the year end summary as documentation

AGREEMENT
ATTACHMENT IIIa

*CITY OF HATTIESBURG*

WORKSHEET INSTRUCTIONS

I. Supplies, Expenses and Related Purchases Worksheet:

Program personnel shall complete worksheet by listing the name of the vendor, date items were purchased, invoice number, total of the invoice and a brief description of items purchased on that invoice. All invoices **MUST** be turned in with worksheets at the end of the program for accounting purposes.

II. Daily Program Time Sheet:

If officials, scorekeepers, or other program personnel are funded through monies provided by the City, a daily accounting of these expenditures must be maintained. The daily timesheet must list the date the individual worked, they're name, address, social security number, number of games or hours they worked, total amount paid for particular day/night, and their signature.

III. Total Hours/Games Recap Sheet:

This sheet is a recap of the daily time sheets. At the completion of the program, the time sheets for each individual should be totaled and entered on the recap sheet. The daily timesheets **MUST** accompany the recap sheets at the end of the program for accounting purposes.

NOTE: Please return all expenditure reports to the City of Hattiesburg, City Clerks Office, 200 Forrest Street, Hattiesburg, MS 39401. If you have questions, please call (601) 545-4667.

# City of Hattiesburg, MS

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

## Master

### File Number: 2013-0650

**File ID:** 2013-0650 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

**File Created:** 10/10/2013

**Brief Title:** 2013-2016 SMAA Ceramics Contract **Final Action:** 10/22/2013

**Minute Book Number:** MB2013-318-319

**Title:**

Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and South Mississippi Art Association to operate and promote ceramics program for Hattiesburg residents from October 1, 2013, through September 30, 2016.

**Notes:**

**Sponsors:** **Enactment Date:**

**Attachments:** SMAA Ceramics Contract 2013-2016, executed
SMAA Ceramics Contract 2013-2016

**Enactment Number:**

**Contact:** **Meeting Date:** 10/22/2013

**Drafter:** Ann Jones **Effective Date:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 10/22/2013 | Authorize | | | | Pass |

**Action Text:** A MOTION was made by Council Member Delgado and seconded by Council Member Dryden to Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and South Mississippi Art Association to operate and promote ceramics program for Hattiesburg residents from October 1, 2013, through September 30, 2016.

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

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

Nays: 0

| | | |
|---|---|---|
| Yea: | 5 | Council Member Bradley<br>Council Member Delgado<br>Council Member Carroll<br>Council Member Dryden<br>Council Member Naylor |
| ΓEL-No Vote: | 0 | |

**Text of Legislative File 2013-0650**

## Title

Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and South Mississippi Art Association to operate and promote ceramics program for Hattiesburg residents from October 1, 2013, through September 30, 2016.

## Summary

Agreement

## Budget Information

002315.6049

## Expenditure Type

Regular Budget Item

## Purchasing Item

## Publication Information

PROFESSIONAL SERVICES AGREEMENT
FOR ESTABLISHMENT OF A CERAMICS PROGRAM
IN THE CITY OF HATTIESBURG

THIS AGREEMENT is made and entered into by and between the City of Hattiesburg, Parks and Recreation Department and the South Mississippi Art Association, (hereinafter referred to as SMAA), for the purpose of engaging the services of said SMAA in the establishment and operation of a ceramics program in the City of Hattiesburg based at the Lt. Ben McNair Recreation Center.

FOR GOOD CONSIDERATION, THE City of Hattiesburg contracts with a ceramics instructor on the following terms and conditions:

LENGTH OF CONTRACT AND SALARY:

This contract shall be for a period of three (3) years subject to annual review and renewal. The City of Hattiesburg will pay SMAA an annual fee of $13,000.00 to be paid at the beginning of each budget year for the City.

As an independent contractor, said SMAA accepts responsibility for and agrees that it will be responsible for the payment of the federal income taxes, state income taxes, and social security withholdings. Further, SMAA understand that no other benefits shall accrue to or be extended to SMAA, such as health, life, or disability insurance, vacation time, sick leave time, worker's compensation, or any other benefits that are offered and paid to or for employees of the City.

DUTIES AND POSITION:

SMAA shall make a financial report to the Director of Parks and Recreation, or one of his assigned employees, at the end of the City budget year, and shall maintain a workweek of two days per week at least. SMAA shall develop and establish a ceramics program for the City of Hattiesburg , and said program to include instruction classes if needed. SMAA will be responsible for cleanup of the rooms where ceramics are involved.

TERMINATION OF AGREEMENT:

Without cause, the City may terminate this agreement at any time upon thirty (30) days written notice to SMAA. If the City requests, SMAA will continue to perform her duties and be paid her regular salary up to the date of termination. Without cause, SMAA will have the right to terminate this agreement upon providing thirty (30) days written notice to the City. SMAA may be required to perform its duties and be paid its regular contracted amount to the date of termination, and if SMAA cannot fulfill their duties in the contract, all monies not used will be returned to the City. Not withstanding, anything to the contrary contained in this agreement, the City may terminate SMAA's contract with City for cause without notice.

ADDITIONAL OPPORTUNITIES FOR SMAA:

The City of Hattiesburg agrees to allow SMAA to conduct a sculptor and/or pottery classes under the SMAA umbrella. These classes shall be in the same area of the Lt. Ben McNair Recreation Center as the ceramic classes at different times and days. SMAA will be responsible for furnishing the instructor for these classes. The students of these classes will be responsible for their own supplies.

ASSISTANCE IN LITIGATION:

SMAA upon reasonable notice, shall furnish such information and proper assistance to the City as it may reasonably require in connection with any litigation in which it is, or may become, a party either during or after contracted.

SEVERABILITY:

If, for any reason, any provision of this agreement is held invalid, all other provisions of this agreement shall remain in effect.

ORAL MODIFICATIONS NOT BINDING:

This instrument is the entire agreement of the City and SMAA. Oral changes shall have no effect. It may be altered by written agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

SIGNED this 22nd day of October, 2013.

_____ _____

South Mississippi Art Association
President

Johnny L. Dupree, Ph.D
Mayor, City of Hattiesburg

_____
Witness

PROFESSIONAL SERVICES AGREEMENT
FOR ESTABLISHMENT OF A CERAMICS PROGRAM
IN THE CITY OF HATTIESBURG

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ASSISTANCE IN LITIGATION:

SMAA upon reasonable notice, shall furnish such information and proper assistance to the City as it may reasonably require in connection with any litigation in which it is, or may become, a party either during or after contracted.

SEVERABILITY:

If, for any reason, any provision of this agreement is held invalid, all other provisions of this agreement shall remain in effect.

ORAL MODIFICATIONS NOT BINDING:

This instrument is the entire agreement of the City and SMAA. Oral changes shall have no effect. It may be altered by written agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

SIGNED this 22nd day of October, 2013.

South Mississippi Art Association
President

Johnny L. Dupree, Ph.D
Mayor, City of Hattiesburg

Connie Everett
Witness

# City of Hattiesburg, MS

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

## Master

### File Number: 2013-0653

**File ID:** 2013-0653 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

**File Created:** 10/11/2013

**Brief Title:** 2014 Hattiesburg Arts Council Agreement **Final Action:** 10/22/2013

**Minute Book Number:** MB2013-319

**Title:**

Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and Hattiesburg Arts Council to provide art and cultural programs for children and cultural opportunities for adults, seniors, and persons with disabilities for Hattiesburg residents. This program will operate October 1, 2013 through September 30, 2014. (Nunc Pro Tunc)

**Notes:**

**Sponsors:** **Enactment Date:**

**Attachments:** Hattiesburg Civic Arts Council Contract 2014, Youth Arts Contract 3, executed Hattiesburg Civic Arts Council Contract 2

**Enactment Number:**

**Contact:** **Meeting Date:** 10/22/2013

**Drafter:** Ann Jones **Effective Date:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 10/22/2013 | Authorize | | | | Pass |

**Action Text:** A MOTION was made by Council Member Dryden and seconded by Council Member Naylor to Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and Hattiesburg Arts Council to provide art and cultural programs for children and cultural opportunities for adults, seniors, and persons with disabilities for Hattiesburg residents. This program will operate October 1, 2013 through September 30, 2014. (Nunc Pro Tunc)

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

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

Nays: 0

| | | |
|---|---|---|
| Yea: | 5 | Council Member Bradley<br>Council Member Delgado<br>Council Member Carroll<br>Council Member Dryden<br>Council Member Naylor |
| ΓEL-No Vote: | 0 | |

**Text of Legislative File 2013-0653**

## Title

Authorize Mayor to execute duplicate original agreement between City of Hattiesburg Parks and Recreation Department and Hattiesburg Arts Council to provide art and cultural programs for children and cultural opportunities for adults, seniors, and persons with disabilities for Hattiesburg residents. This program will operate October 1, 2013 through September 30, 2014. (Nunc Pro Tunc)

## Summary

Agreement

## Budget Information

002315.6049

## Expenditure Type

Regular Budget Item

## Purchasing Item

## Publication Information

STATE OF MISSISSIPPI

COUNTY OF FORREST

# AGREEMENT

**WHEREAS**, the **Hattiesburg Arts Council**, formerly the **Hattiesburg Civic Arts Council**, hereinafter referred to as "**Council**" and the **City of Hattiesburg, Mississippi**, a municipal corporation, hereinafter referred to as "**City**", has entered into discussion with view of **Council** providing art for children programs and art and cultural opportunities for adults, seniors, and persons with disabilities in the Hattiesburg area, and the parties hereto desire to reduce to writing their agreement of understanding with a properly executed copy of Agreement provided to each party.

**Council** and **City** do hereby agree and obligate themselves as follows, to-wit:

## I.

**Council** will provide art for children and art and cultural opportunities for adults, seniors, and persons with disabilities program for residents of the Hattiesburg area, for a period beginning on the 1st **day of October 2013** and termination on the **30th day of September 2014. Council** shall be responsible for operation of the art program including, but not limited to organization, obtaining instructors, supplies, and other related duties and responsibilities. See Program Synopsis attachment.

## II.

**City** shall be responsible for providing space for this art program at the Hattiesburg Recreation Center, the C.E. Roy Center, and other venues as available, and providing to the **Council** an amount not to exceed **Twenty Thousand Seven Hundred Sixty Dollars ($20,760.00),** for the purpose of defraying a portion of the expenses incurred by the Council for the conduct of this program. The appropriate expenditure reports shall be completed and filed with the **City Clerks** by October 31, 2014.

III.

**Council** does hereby obligate itself to comply with the policies of the **City** that all recreation programs shall be open to all citizens of the Hattiesburg area regardless of his/her ability to pay any fees charged for participation in said programs. **Council** does further obligate itself, in the event availability of the program is limited due to the number of applicants, city residents must receive priority for acceptance in the program.

IV.

It is understood by and between parties that this Agreement may be terminated by either party for any reason upon thirty (30) days written notice of their intention to terminate this Agreement.

V.

**WITNESS OUR SIGNATURES**, on duplicate originals, on this, the _____ day of _____, A.D., _____.

HATTIESBURG ARTS COUNCIL
(formerly the – HATTIESBURG CIVIC ARTS COUNCIL)

_____
**Rebekah Stark Johnson, DIRECTOR**

CITY OF HATTIESBURG, MISSISSIPPI

_____
**MAYOR**

**ATTEST:**

_____
**CITY CLERK**

**( S E A L)**

## HAC Proposal to Parks and Recreation

## Hattiesburg Arts Council Creative art classes for youth

**MISSION:** To provide quality art education to children ages 6-14 who reside in the Hattiesburg area. Children from public and private schools will be given the opportunity to have a diverse social and artistic opportunity to work together in one central location. The program will offer workshops/classes that will engage and educate as well as inspire creativity and positive problem solving.

**STRUCTURE:** The program will be divided by quarters, giving a solid three month period to work on long term projects. The Hattiesburg Arts Council will hire artists from the Mississippi/Hattiesburg area, and each quarter the children will be given a variety of artistic options to choose. We are fortunate that our state has a talented pool of artists to employ, and the quarter system, will allow us to diversify our funds and our artists. Following our 3 months course, will be short programs and exhibits that will celebrate the artistic accomplishments. These celebrations will take place at the CE Roy and in various places in the Hattiesburg area.

**WHEN AND WHERE:** Classes will meet after school on Monday and Thursday from 3:30 to 5pm and all of the classes will be held at the C.E. Roy Building. Transportation to and from C.E. Roy building will be the responsibility of the youth organization or parent.

**PROGRAM COORDINATOR: Abigail Lenz**
**ARTS COUNCIL DIRECTOR: Rebekah Stark Johnson**

## Winter Quarter
**NOVEMBER, DECEMBER AND JANUARY**

**Creative Movement**
Instructor: Abigail Lenz (Program coordinator)
Abigail has spent most of her life in the entertainment business in Southern California. After having lived in Hattiesburg for 7 years she has established herself as an arts event coordinator, and shares abundant energy and positive expression to both youth and adults. Abigail's inspiration and vitality will be an asset to this program, and she will build and coordinate a quality team of teachers and their assistants.
**Monday 3:30-5pm Ages 6-9 (Class limit 25)**
**Thursday 3:30-5pm Ages 10-14 (Class limit 25)**

**Creative Art**
Instructor: Ellen Keever
Ellen is an energetic and positive instructor of art. She has worked with the family network partnership. Completing her practicum internship with the school of counseling and psychology at William Carey University. She loves to work with children and specializes in "at risk" youth.
**Monday 3:30-5pm Ages 6-9 (Class limit 25)**
**Thursday 3:30-5pm Ages 10-14 (Class limit 25)**

**Creative Theatrics**
Instructor: Recommendations from Michael Marks and Scott Waldrop
Michael and Scott have worked extensively with the speech and debate students at Hattiesburg High School. Their teams have won competition repeatedly on the national level. They have a team of graduated students that will serve as mentors and teachers to our youth. The children will perform in short plays, dramatic interpretations, duos and humorous interpretations.
**Monday 3:30-5pm Ages 6-9 (Class limit 15)**
**Thursday 3:30-5pm Ages 10-14 (Class limit 15)**

**Final performance of fall quarter will be held in February**
**Dance, art exhibit, and theatrical performance. Hattiesburg High School Speech and Debate students will also perform**

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**SPRING QUARTER 2014**
**FEBRUARY, MARCH AND APRIL**
**Mondays and Thursdays (see above schedule) 3:30-5pm**
**Creative Movement**
**Creative Writing**
**Music**

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**FALL QUARTER 2014**
**AUGUST, SEPTEMBER, OCTOBER**
**Mondays and Thursdays (see above schedule) 3:30-5pm**
**Dance**
**Music**
**Art**



**Monthly Expenses: 9 months (School year calendar)**
**Art teachers and coordinator**

$  400 Program Coordinator
$  720 Three Creative Art Teachers
$ 1,120 Per month (Approximate: Varies due to holidays)
$10,080 Total for 9 months

**Materials Expense for 130 children per month**
$4 x 130 per student
$520 a month
$4,680 Total for 9 months

**TOTAL EXPENSES FOR 9 MONTH SCHOOL YEAR 2 DAYS A WEEK**
$14,760 Total for 9 months (Teachers and Material cost)

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**2014 SUMMER ART PROGRAM: 2 WEEK INTENSIVE**
**Creative Movement**
**Music**
**Art**

**June (2 weeks) M-F  9am-12 noon**

**Expenses:**

**$ 1,000 Program Coordinator**
**$ 2,600  3 Creative Art Teachers**
**$ 3,600  Total**

**Materials Cost**
**$5 per student x 100**
**$500 Total**

**Miscellaneous Expenses**
**$970 Snacks etc...**

**TOTAL EXPENSES FOR 2 WEEK SUMMER ARTS CAMP:**
**$6,000**



**EXPENSE TOTAL FOR 2013-2014**
$14,760 9 month program 2 days a week
$  6,000 Summer Intensive Program 2 weeks 9am-12 noon
**$20,760 TOTAL 9 month school year and  2 week Summer Arts Camp**

The City of Hattiesburg will provide Hattiesburg Arts Council with:
-Storage closet at CE Roy for art materials
-Proof of liability insurance for all instructors and interns
-Office space for arts coordinator with a computer
-Two large classrooms at CE Roy
-One Dance Studio at CE Roy

STATE OF MISSISSIPPI

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# AGREEMENT

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IV.

It is understood by and between parties that this Agreement may be terminated by either party for any reason upon thirty (30) days written notice of their intention to terminate this Agreement.

V.

**WITNESS OUR SIGNATURES**, on duplicate originals, on this, the 22nd day of October, A.D., 2013.

HATTIESBURG ARTS COUNCIL
(formerly the - HATTIESBURG CIVIC ARTS COUNCIL)

**Rebekah Stark Johnson, DIRECTOR**

CITY OF HATTIESBURG, MISSISSIPPI

**MAYOR**

**ATTEST:**

Connie Everett (DC)
**CITY CLERK**

**(S E A L)**

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**Creative Writing**
**Music**

---

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**Music**
**Art**



---

**Monthly Expenses: 9 months (School year calendar)**
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# City of Hattiesburg, MS

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

## Master

### File Number: 2013-0684

**File ID:** 2013-0684 **Type:** Regular Agenda Item **Status:** Passed

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

**File Created:** 10/15/2013

**Brief Title:** Accept infrastructure in the Preserve Subdivision for maintenance. **Final Action:** 10/22/2013

**Minute Book Number:** MB2013-319

**Title:**

Approve the acceptance of infrastructure including water, sewer, drainage and roadways for maintenance in the Preserve Subdivision within the City of Hattiesburg, Lamar County, Mississippi and filed at the Chancery Clerks office on April 15, 2008 in Plat Book3, Page 365.

**Notes:**

**Sponsors:** **Enactment Date:**

**Attachments:** F0612739_The Preserve_SignedPlat, Inspection Letter **Enactment Number:**

**Contact:** **Meeting Date:** 10/22/2013

**Drafter:** Sharon Waits **Effective Date:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 10/22/2013 | Approve | | | | Pass |

**Action Text:** A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve the acceptance of infrastructure including water, sewer, drainage and roadways for maintenance in the Preserve Subdivision within the City of Hattiesburg, Lamar County, Mississippi and filed at the Chancery Clerks office on April 15, 2008 in Plat Book3, Page 365.

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

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

Nays: 0

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

ΓEL-No Vote: 0

**Text of Legislative File 2013-0684**

## Title

Approve the acceptance of infrastructure including water, sewer, drainage and roadways for maintenance in the Preserve Subdivision within the City of Hattiesburg, Lamar County, Mississippi and filed at the Chancery Clerks office on April 15, 2008 in Plat Book3, Page 365.

## Summary

Accept infrastructure in the Preserve Subdivision for maintenance.

## Budget Information

## Expenditure Type

## Purchasing Item

## Publication Information

# THE PRESERVE

## BOUNDARY LINE TABLE

| LINE | LENGTH | BEARING |
|---|---|---|
| L1 | 89.24' | S15°56'44"W |
| L2 | 73.94' | S39°00'47"W |
| L3 | 84.57' | S88°59'49"W |
| L4 | 164.59' | S60°23'24"W |
| L5 | 99.99' | S81°18'08"W |
| L6 | 63.96' | N13°10'15"E |
| L7 | 29.72' | N18°57'39"E |
| L8 | 66.24' | S29°33'17"W |
| L9 | 35.31' | S10°44'14"W |
| L10 | 178.28' | S89°00'14"W |
| L11 | 241.21' | N00°59'46"W |
| L12 | 70.00' | S89°00'14"W |
| L13 | 139.98' | S00°59'46"E |
| L14 | 150.49' | S89°00'14"W |
| L15 | 131.25' | SOUTH |
| L16 | 210.52' | N89°28'24"W |
| L17 | 48.13' | S85°13'10"W |
| L18 | 52.78' | N88°28'45"W |
| L19 | 93.27' | N33°34'02"W |
| L20 | 94.75' | N50°36'13"W |
| L21 | 21.07' | N83°36'02"W |
| L22 | 50.40' | N61°02'43"W |
| L23 | 42.32' | S47°55'42"W |
| L24 | 41.00' | S37°25'30"W |
| L25 | 55.06' | N88°36'23"W |
| L26 | 44.77' | S64°45'25"W |
| L27 | 61.10' | S87°41'01"W |
| L28 | 37.55' | S22°28'54"W |
| L29 | 30.08' | S76°42'16"W |
| L30 | 36.65' | N46°18'15"W |
| L31 | 111.41' | N01°17'30"W |
| L32 | 40.41' | N65°26'02"E |
| L33 | 35.24' | N27°00'22"E |
| L34 | 31.47' | N44°37'34"E |
| L35 | 15.57' | N01°05'39"W |
| L36 | 31.29' | N50°52'54"W |
| L37 | 26.40' | N33°00'49"W |
| L38 | 43.78' | N30°10'44"E |
| L39 | 195.34' | S69°01'43"W |
| L40 | 25.49' | S44°01'43"W |
| L41 | 36.88' | N76°56'23"W |
| L42 | 130.70' | N87°43'29"W |

## ROW LINE TABLE

| LINE | LENGTH | BEARING |
|---|---|---|
| L43 | 86.92' | S84°27'50"E |
| L44 | 86.92' | N84°27'50"W |
| L45 | 50.96' | S13°11'25"E |
| L46 | 50.96' | N13°11'25"W |
| L47 | 50.74' | S00°37'56"W |
| L48 | 81.17' | S23°46'17"W |
| L49 | 81.17' | N23°46'17"E |

## PARCEL LINE TABLE

| LINE | LENGTH | BEARING |
|---|---|---|
| L50 | 36.61' | N78°10'59"W |
| L51 | 66.00' | S79°06'20"W |
| L52 | 50.92' | S74°07'12"W |
| L53 | 47.15' | S74°27'59"W |
| L54 | 50.20' | S63°25'42"W |
| L55 | 52.49' | S53°14'21"W |
| L56 | 46.57' | S49°40'58"W |
| L57 | 38.19' | S43°05'27"W |
| L58 | 52.15' | S32°17'37"W |
| L59 | 63.54' | S12°16'29"W |
| L60 | 58.21' | S02°02'04"W |
| L61 | 11.74' | S30°14'04"E |
| L62 | 35.73' | N30°14'04"W |
| L63 | 52.77' | N09°34'50"W |
| L64 | 13.65' | N25°35'50"W |
| L65 | 50.09' | N71°32'34"W |
| L66 | 30.05' | S89°03'13"E |
| L67 | 33.47' | N23°35'43"W |
| L68 | 61.69' | N55°23'22"W |
| L69 | 54.89' | S58°22'29"E |
| L70 | 71.92' | S28°43'48"E |
| L71 | 37.48' | S48°02'55"E |
| L72 | 98.26' | S58°20'28"E |
| L73 | 8.74' | S07°40'30"W |
| L74 | 110.84' | S07°40'30"W |
| L75 | 28.00' | S63°08'20"E |
| L76 | 17.95' | S25°26'18"E |
| L77 | 13.50' | S02°52'19"E |
| L78 | 29.89' | S16°59'20"W |
| L79 | 39.45' | S04°32'09"W |
| L80 | 20.05' | S04°32'09"W |
| L81 | 67.79' | S04°32'09"W |
| L82 | 64.73' | S28°14'10"W |
| L83 | 8.28' | S28°14'10"W |
| L84 | 90.08' | S13°39'18"E |
| L85 | 49.18' | S51°13'29"E |
| L86 | 46.38' | S51°13'29"E |
| L87 | 26.94' | S36°54'50"E |
| L88 | 22.85' | S20°38'02"E |

## LOT AREA SCHEDULE

| LOT No. | ACREAGE | SQ. FT. | LOT No. | ACREAGE | SQ. FT. | LOT No. | ACREAGE | SQ. FT. |
|---|---|---|---|---|---|---|---|---|
| 1 | 0.42 | 18,375 | 35 | 0.46 | 20,125 | 69 | 0.44 | 19,250 |
| 2 | 0.50 | 21,875 | 36 | 0.40 | 17,500 | 70 | 0.40 | 17,500 |
| 3 | 0.86 | 37,511 | 37 | 0.67 | 29,355 | 71 | 0.42 | 18,375 |
| 4 | 0.59 | 25,809 | 38 | 0.73 | 31,680 | 72 | 0.46 | 20,125 |
| 5 | 0.67 | 29,131 | 39 | 0.40 | 17,500 | 73 | 0.48 | 21,000 |
| 6 | 0.57 | 24,620 | 40 | 0.48 | 21,000 | 74 | 0.42 | 18,375 |
| 7 | 0.83 | 36,254 | 41 | 0.48 | 20,933 | 75 | 0.46 | 20,125 |
| 8 | 0.61 | 26,377 | 42 | 0.40 | 17,375 | 76 | 0.40 | 17,500 |
| 9 | 0.43 | 18,935 | 43 | 0.48 | 20,851 | 77 | 0.78 | 34,086 |
| 10 | 0.44 | 19,156 | 44 | 0.48 | 21,000 | 78 | 0.92 | 39,960 |
| 11 | 0.46 | 20,004 | 45 | 0.48 | 21,000 | 79 | 0.75 | 32,471 |
| 12 | 0.87 | 37,770 | 46 | 0.40 | 17,500 | 80 | 0.72 | 31,502 |
| 13 | 0.80 | 34,672 | 47 | 0.46 | 20,125 | 81 | 0.72 | 31,502 |
| 14 | 0.82 | 35,795 | 48 | 0.50 | 21,875 | 82 | 0.72 | 31,502 |
| 15 | 0.60 | 26,147 | 49 | 0.40 | 17,500 | 83 | 0.76 | 33,090 |
| 16 | 0.61 | 26,379 | 50 | 0.44 | 19,228 | 84 | 0.90 | 39,325 |
| 17 | 0.53 | 23,163 | 51 | 0.46 | 20,041 | 85 | 0.50 | 21,995 |
| 18 | 0.66 | 28,640 | 52 | 0.44 | 19,250 | 86 | 0.77 | 33,629 |
| 19 | 0.51 | 22,333 | 53 | 0.40 | 17,500 | 87 | 0.72 | 31,526 |
| 20 | 0.60 | 26,049 | 54 | 0.46 | 20,125 | 88 | 0.54 | 23,740 |
| 21 | 0.62 | 27,003 | 55 | 0.42 | 18,375 | 89 | 0.67 | 29,115 |
| 22 | 0.78 | 34,056 | 56 | 0.50 | 21,875 | 90 | 0.51 | 22,354 |
| 23 | 0.46 | 19,896 | 57 | 0.42 | 18,375 | 91 | 0.74 | 32,167 |
| 24 | 0.63 | 27,472 | 58 | 0.44 | 19,250 | 92 | 0.76 | 33,231 |
| 25 | 0.49 | 21,346 | 59 | 0.49 | 21,292 | 93 | 0.69 | 29,908 |
| 26 | 0.44 | 19,250 | 60 | 0.40 | 17,550 | 94 | 0.48 | 20,977 |
| 27 | 0.40 | 17,500 | 61 | 0.46 | 20,125 | 95 | 0.62 | 26,919 |
| 28 | 0.44 | 19,250 | 62 | 0.40 | 17,500 | 96 | 0.76 | 33,078 |
| 29 | 0.48 | 21,000 | 63 | 0.59 | 25,508 | GREEN SPACES | | |
| 30 | 0.60 | 26,250 | 64 | 0.48 | 21,000 | G1 | 0.14 | 6,187 |
| 31 | 0.48 | 21,000 | 65 | 0.46 | 20,125 | G2 | 0.08 | 3,292 |
| 32 | 0.40 | 17,328 | 66 | 0.40 | 17,500 | G3 | 0.18 | 7,997 |
| 33 | 0.48 | 20,830 | 67 | 0.42 | 18,175 | G4 | 5.89 | 256,727 |
| 34 | 0.40 | 17,500 | 68 | 0.48 | 20.850 | | | |

## PARCEL CURVE TABLE

| CURVE | LENGTH | RADIUS | CHD DIST | CHD BRG |
|---|---|---|---|---|
| C37 | 128.26' | 10200.00' | 128.26' | S89°43'33"E |
| C38 | 133.29' | 10600.00' | 133.29' | S89°43'33"E |

## BOUNDARY CURVE TABLE

| CURVE | LENGTH | RADIUS | CHD DIST | CHD BRG |
|---|---|---|---|---|
| C1 | 15.71' | 10.00' | 14.14' | N44°00'14"E |
| C2 | 15.71' | 10.00' | 14.14' | S45°59'46"E |
| C3 | 172.23' | 275.00' | 169.43' | N38°54'18"W |
| C4 | 15.71' | 10.00' | 14.14' | S24°01'58"W |
| C5 | 119.99' | 275.00' | 119.04' | S56°31'43"W |

## ROW CURVE TABLE

| CURVE | LENGTH | RADIUS | CHD DIST | CHD BRG |
|---|---|---|---|---|
| C6 | 167.97' | 419.38' | 166.85' | S05°13'45"E |
| C7 | 165.69' | 479.38' | 164.86' | N04°34'34"W |
| C8 | 14.73' | 10.00' | 13.43' | S48°26'23"W |
| C9 | 16.53' | 10.00' | 14.71' | N42°01'12"W |
| C10 | 18.40' | 10.00' | 15.91' | S36°40'01"E |
| C11 | 13.42' | 10.00' | 12.43' | N52°11'56"E |
| C12 | 57.32' | 424.38' | 57.28' | S19°54'06"W |
| C13 | 82.86' | 474.38' | 82.76' | N18°46'02"E |
| C14 | 212.02' | 525.00' | 210.59' | S12°12'06"W |
| C15 | 183.99' | 475.00' | 182.84' | N12°40'29"E |
| C16 | 15.81' | 10.00' | 14.21' | N43°42'50"W |
| C17 | 15.96' | 10.00' | 14.32' | N44°55'21"E |
| C18 | 127.10' | 526.86' | 126.80' | S06°16'45"E |
| C19 | 103.21' | 476.86' | 103.01' | N06°59'23"W |
| C20 | 342.09' | 275.00' | 320.45' | S48°49'38"E |
| C21 | 279.89' | 225.00' | 262.19' | N48°49'38"W |
| C22 | 344.87' | 3025.00' | 344.69' | S87°43'48"E |
| C23 | 339.17' | 2975.00' | 338.99' | N87°43'48"W |
| C24 | 430.28' | 275.00' | 387.71' | N44°10'48"E |
| C25 | 352.05' | 225.00' | 317.22' | S44°10'48"W |
| C26 | 15.61' | 10.00' | 14.07' | S45°21'54"E |
| C27 | 15.81' | 10.00' | 14.21' | S44°38'06"W |
| C28 | 15.67' | 10.00' | 14.11' | N44°14'09"E |
| C29 | 175.20' | 50.00' | 98.36' | N11°16'05"W |
| C30 | 31.22' | 20.00' | 28.15' | S45°21'54"E |
| C31 | 125.43' | 9975.00' | 125.43' | N89°43'33"W |
| C32 | 126.06' | 10025.00' | 126.06' | S89°43'33"E |
| C33 | 243.10' | 50.00' | 65.23' | S27°04'28"E |
| C34 | 13.44' | 10.00' | 12.45' | N52°08'15"E |
| C35 | 130.46' | 10375.00' | 130.46' | N89°43'33"W |
| C36 | 131.09' | 10425.00' | 131.09' | S89°43'33"E |

**HATTIESBURG CITY LIMIT**

**TOWNSHIP 5 NORTH / TOWNSHIP 4 NORTH — FORREST COUNTY / LAMAR COUNTY**

ROW LINE
10' UTIL. EASE.
30'
10' 10'
LOT LINE
UTILITY EASEMENT

TYPICAL LOT FRONT CORNER UTILITY EASEMENT
SCALE: 1" = 50'

## LEGAL DESCRIPTION:

STATE OF MISSISSIPPI, COUNTY OF LAMAR

A part of the North ½ of the Northeast ¼ of Section 2, Township 4 North, Range 14 West in the County of Lamar, State of Mississippi and being more particularly described as Beginning at a Concrete Monument at the Northeast Corner of said Section 2; thence run S00°38'37"E along the East Line of the Northeast ¼ of the said Northeast ¼ for 911.94 feet, thence run West for 200.39 feet, thence run S35°24'55"W for 89.24', thence run S15°56'44"W for 89.24', thence run S39°00'47"W for 73.94 feet, thence run S88°59'49"W for 84.57 feet, thence run S60°23'24"W for 164.59 feet, thence run S81°18'08"W for 99.99 feet, thence run N13°10'15"E for 63.96 feet, thence run N18°57'39"E for 29.72 feet, thence run S29°33'17"W for 66.24 feet, thence run S10°44'14"W for 35.31 feet, thence run S89°00'14"W for 178.28 feet, thence run N00°59'46"W for 241.21 feet, thence run Northeasterly along an Arc to the Right for 15.71 feet, said Arc having a Radius of 10.00 feet, a Chord Bearing of N44°00'14"E and a Chord Distance of 14.14 feet, thence run S89°00'14"W for 70.00 feet, thence run Southeasterly along an Arc the Right for 15.71 feet, said Arc having a Radius of 10.00 feet, a Chord Bearing of S45°59'46"E and a Chord Distance of 14.14 feet, thence run S00°59'46"E for 139.98 feet, thence run S89°00'14"W for 150.49 feet, thence run South for 131.25 feet, thence run N89°28'24"W for 210.52 feet, thence run S85°13'10"W for 48.13 feet, thence run N88°28'45"W for 52.78 feet, thence run N33°34'02"W for 93.27 feet, thence run N50°36'13"W for 94.75 feet, thence run N83°36'02"W for 21.07 feet, thence run N61°02'43"W for 50.40 feet, thence run S47°55'42"W for 42.32 feet, thence run S37°25'30"W for 41.00 feet, thence run N88°36'23"W for 55.06 feet, thence run S64°45'25"W for 44.77 feet, thence run S87°41'01"W for 61.10 feet, thence run S22°28'54"W for 37.55 feet, thence run S76°42'16"W for 30.08 feet, thence run N46°18'15"W for 36.65 feet, thence run N01°17'30"W for 111.41 feet, thence run N65°26'02"E for 40.41 feet, thence run N27°00'22"E for 35.24 feet, thence run N44°37'34"E for 31.47 feet, thence run N01°05'39"W for 15.57 feet, thence run N50°52'54"W for 31.29 feet, thence run N33°00'49"W for 26.40 feet, thence run N30°10'44"E for 43.78 feet, thence run Northwesterly along an Arc to the Right for 172.23 feet, said Arc having a Radius of 275.00 feet, a Chord Bearing of N38°54'18"W and a Chord Distance of 169.43 feet, thence run Southwesterly along an Arc to the Right for 15.71 feet, said Arc having a Radius of 10.00 feet, a Chord Bearing of S24°01'58"W and a Chord Distance of 14.14 feet, thence run S69°01'43"W for 195.34 feet, thence run Southwesterly along an Arc to the Left for 119.99 feet, said Arc having a Radius of 275.00 feet, a Chord Bearing of S56°31'43"W and a Chord Distance of 119.04 feet, thence run S44°01'43"W for 25.49 feet, thence run N76°56'23"W for 36.88 feet, thence run N87°43'29"W for 130.70 feet, thence run N71°27'42"W for 292.54 feet to a Point on the East Line of the Northwest ¼ of the said Northeast ¼, thence run N00°10'27"W along the said East Line for 902.94 feet to a Concrete Monument at the Northwest Corner of the said Northwest ¼ of the Northeast ¼, thence run S89°21'56"E along the North Line of the said Northwest ¼ of the Northeast ¼ for 1,330.01 feet to a Concrete Monument at the Northeast Corner of the said Northwest ¼ of the Northeast ¼, thence run N89°54'50"E along the North Line of the said Northeast ¼ of the Northeast ¼ for 1,321.19 feet to the Point of Beginning, comprising 67.21 Acres, more or less.

## SET BACK NOTES:

1. FRONT:
   THE LOT FRONT FOR CORNER LOTS SHALL BE CONSIDERED ALONG THE SIDE STREET. ALL SET BACK DISTANCES ARE AS FOLLOWS:
   30' LOTS 4 THRU 11, 16 THRU 24 & LOTS 85 THRU 96
   35' LOTS 1 THRU 3 & LOTS 25 THRU 77
   50' LOTS 12 THRU 15 & LOTS 78 THRU 84
2. REAR:
   ALL REAR SET BACK DISTANCES ARE AS FOLLOWS (SEE EXCEPTIONS):
   20' LOTS 5 THRU 7 (WEST LINE)
   25' LOTS 16 THRU 63
   30' LOTS 1 THRU 5 (NORTH LINE)
   35' LOTS 64 THRU 77
   50' LOTS 78 THRU 84
3. SIDE:
   THE LOT FRONT FOR CORNER LOTS SHALL BE CONSIDERED ALONG THE SIDE STREET. ALL SET BACK DISTANCES ARE AS FOLLOWS (SEE EXCEPTIONS):
   5' LOTS GREATER THAN 55 FEET IN WIDTH AT THE FRONT SET BACK LINE BUT LESS THAN 100 FEET IN WIDTH AT THE RIGHT OF WAY LINE
   10' LOTS 100 FEET IN WIDTH AT THE RIGHT OF WAY LINE
   15' LOTS GREATER THAN 100 FEET IN WIDTH AT THE RIGHT OF WAY LINE
   20' LOTS GREATER THAN 150 FEET IN WIDTH AT THE RIGHT OF WAY LINE
   CORNER LOT SIDE SET BACKS ARE AS FOLLOWS:
   15' LOTS 25, 50 & 51
   30' LOTS 11, 37, 38, 63, 89 & 90
4. EXCEPTIONS:
   ANY LOT LINE WHICH IS ADJACENT TO A DEFINED GREEN SPACE, LAKE AND/OR WETLAND SHALL HAVE NO SETBACK REQUIREMENT ON SAID LOT LINE.

STATE OF MISSISSIPPI, COUNTY OF LAMAR
This is to certify that We, the undersigned owners of the property shown hereon and/or on behalf of the corporation after first having been duly authorized by said corporation to do so, hereby adopt this plat as a plan for subdivision and dedicate the street right of way, utilities and easements as shown to public use forever.

Witness our signatures on this, the 6th day of April, 20 08.

Brad Bryan Pine Valley, LLC
8017 Jefferson Hwy STE C4
Baton Rouge, LA 70809

Roger Hebert Pine Valley, LLC
8017 Jefferson Hwy STE C4
Baton Rouge, LA 70809

STATE OF MISSISSIPPI, COUNTY OF LAMAR
Personally appeared before me, the undersigned authority in and for said County and State, on this the 15th day of April, 20 08, within my jurisdiction, the within named Brad Bryan & Roger Hebert, who acknowledged that they are the Owners of Pine Valley, LLC and that for and on behalf of the said corporation, and is it's act and deed he executed the above and foregoing instrument, after first having reviewed and approved it.

Notary Public State of Mississippi At Large
My Commission Expires: December 15, 2010
Bonded Thru Heldon, Stokes & Garland, Inc.

Chancery Clerk

Linda D. Malone
Notary Public

STATE OF MISSISSIPPI, COUNTY OF LAMAR
This is to certify that I have surveyed the land shown on this plat and fully described above and have subdivided the same with lots and that the plat hereon is a correct representation of the said survey and subdivision. This is to certify that I have fully complied with the requirements of the rules and regulations of the subdivision laws of Lamar County and the State of Mississippi.

Witness my signature on this, the 3rd day of April, 20 08.

Nicholas M. Connolly, P.E., P.L.S.
Civil Engineer No. 12791
Land Surveyor No. 2793

STATE OF MISSISSIPPI, COUNTY OF LAMAR
This is to certify that I, a Mississippi Registered Professional Engineer and/or Land Surveyor, and as maker of this map of The Preserve, have compared this the Original with the Duplicate, and find the same to be exact copies of each other.

Witness my signature on this, the 3rd day of April, 20 08.

Wayne Smith, C.C.
Chancery Clerk
by: Rose Travis, D.C.

Nicholas M. Connolly, P.E., P.L.S.
Civil Engineer No. 12791
Land Surveyor No. 2793

STATE OF MISSISSIPPI, COUNTY OF LAMAR
This is to certify that I, the undersigned County Planner, have received and reviewed this, the Final Plat, in accordance with the Lamar County Subdivision Regulations.

Witness our signatures on this, the 8 day of APRIL, 20 08.

Michael Herlman, AICP
County Planner

STATE OF MISSISSIPPI, COUNTY OF LAMAR
Final Approval of Plat for Recording Purposes Only: Order of Board, Minute Book ____, Page ____.
Witness my signature on this, the 7th day of April, 20 08.

Joe Bounds
President, Lamar County
Board of Supervisors

STATE OF MISSISSIPPI, COUNTY OF LAMAR
I certify that this instrument was filed for record in my office on this, the 15th day of April, 20 08, in Plat Book 3, Page 365 429.

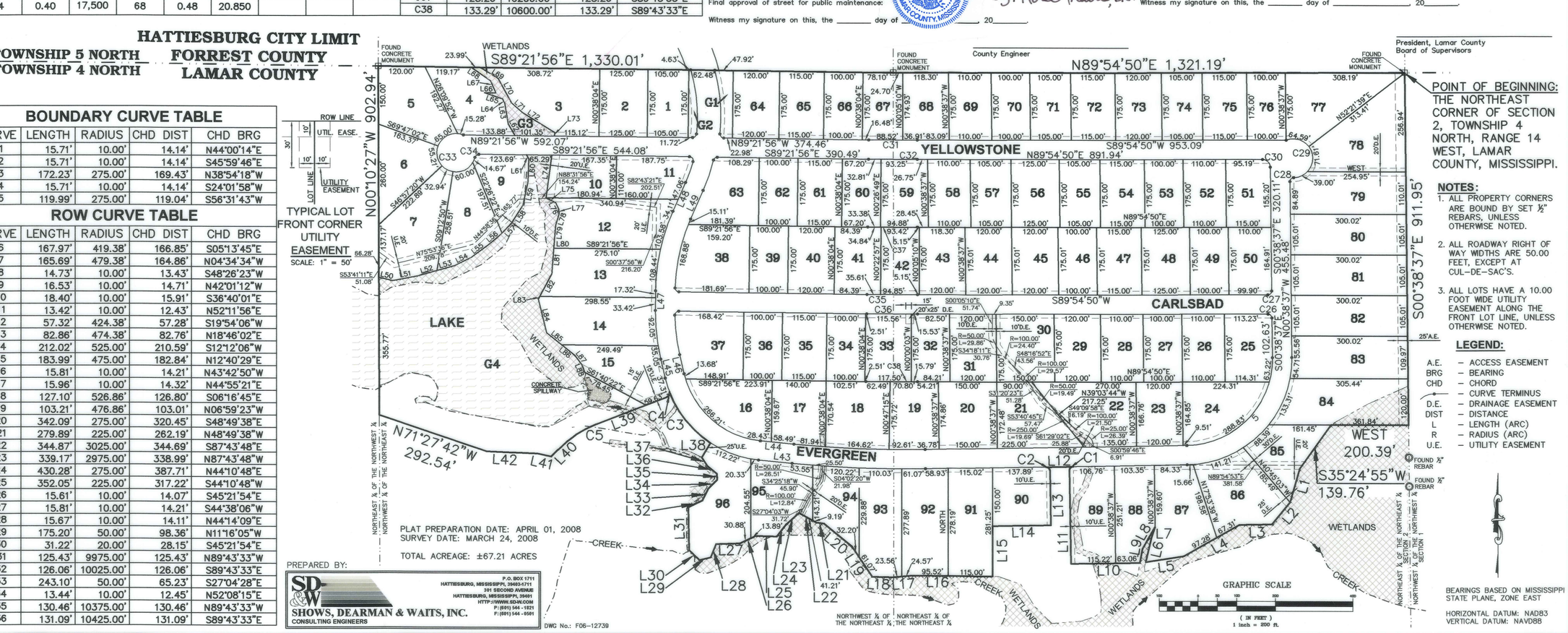
Wayne Smith, C.C.
Chancery Clerk
by: Rose Travis, D.C.

STATE OF MISSISSIPPI, COUNTY OF LAMAR
Final approval of street for public maintenance:
Witness my signature on this, the ____ day of ____, 20____.

County Engineer

STATE OF MISSISSIPPI, COUNTY OF LAMAR
Final approval of street and acceptance of said street for public maintenance: Order of Board,
Minute Book ____, Page ____.
Witness my signature on this, the ____ day of ____, 20____.

President, Lamar County
Board of Supervisors




**POINT OF BEGINNING:**
THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI.

**NOTES:**
1. ALL PROPERTY CORNERS ARE BOUND BY SET ½" REBARS, UNLESS OTHERWISE NOTED.
2. ALL ROADWAY RIGHT OF WAY WIDTHS ARE 50.00 FEET, EXCEPT AT CUL-DE-SAC'S.
3. ALL LOTS HAVE A 10.00 FOOT WIDE UTILITY EASEMENT ALONG THE FRONT LOT LINE, UNLESS OTHERWISE NOTED.

**LEGEND:**

| | |
|---|---|
| A.E. | – ACCESS EASEMENT |
| BRG | – BEARING |
| CHD | – CHORD |
| ● | – CURVE TERMINUS |
| D.E. | – DRAINAGE EASEMENT |
| DIST | – DISTANCE |
| L | – LENGTH (ARC) |
| R | – RADIUS (ARC) |
| U.E. | – UTILITY EASEMENT |

BEARINGS BASED ON MISSISSIPPI STATE PLANE, ZONE EAST

HORIZONTAL DATUM: NAD83
VERTICAL DATUM: NAVD88

PLAT PREPARATION DATE: APRIL 01, 2008
SURVEY DATE: MARCH 24, 2008

TOTAL ACREAGE: ±67.21 ACRES

PREPARED BY:
SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
P.O. BOX 1711
HATTIESBURG, MISSISSIPPI, 39403-1711
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI, 39401
HTTP://WWW.SDW.COM
P: (601) 544 - 1821
F: (601) 544 - 0581

DWG No.: F06-12739

sdw

Engineering Progress

October 14, 2013

City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403

Attn: Bert Kuyrkendall, P.E.
Re: The Preserve

Bert:

As we have discussed, it appears the plat for the above referenced was not executed for maintenance of the roadways by Lamar County prior to the City of Hattiesburg's annexation. We are requesting the City to spread upon its minutes the intention to maintain the infrastructure.

We have reviewed the rights of way, roadway, and portions of the drainage system and find it in general conformance with the approved plans and specifications as indicated in our letter dated May 4, 2009 (attached).

Should you have any questions or comments, please do not hesitate to call.

Sincerely,

John T. Weeks, P.E.
Project Manager

/rs

Enclosure

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

**SHOWS, DEARMAN & WAITS, INC.**
**CONSULTING ENGINEERS**
P.O. BOX 1711, 301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI, 39403-1711
P: (601) 544-1821 F: (601) 544-0501
http://www.sd-w.com

RAYMOND M. DEARMAN, P.E., R.L.S.
MICHAEL T. WAITS, P.E., R.L.S.
NICHOLAS M. CONNOLLY, P.E., P.L.S.
KYLE D. WALLACE, P.E.
SHEA E. McNEASE, P.E.
JOHN T. WEEKS, P.E.

PAUL J. SHOWS (1996)

May 4, 2009

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Attn: Mr. Bennie Sellers, Director of Public Services

Re: The Preserve Subdivision

Dear Mr. Sellers:

The Preserve Subdivision was recently completed in close conformance with the approved plans and specifications approved by the Lamar County Board of Supervisors. A visual inspection of the project on May 4, 2009, revealed all items of the roadways have been completed including the final lift of asphalt.

At this time, I recommend the project be accepted as complete.

Should you have any questions or comments, please do not hesitate to contact me. With kindest regards, I remain

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/kw

Cc: Roger Hebert - Owner
Brad Brian - Owner
Tara Coggins – Lamar County Planner

# City of Hattiesburg, MS

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

## Master

### File Number: 2013-0646

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 2013-0646 | **Type:** | Regular Agenda Item | **Status:** | Passed |
| **Version:** | 1 | **Reference:** | | **In Control:** | City Council |
| | | | | **File Created:** | 10/09/2013 |
| **Brief Title:** | Holiday Schedule | | | **Final Action:** | 10/22/2013 |
| | | | | **Minute Book Number:** | MB2013-319 |

**Title:**

Approve the State Holiday Schedule as the City's holidays for the Fiscal Year 2013-2014 in accordance Miss Code Section 3-3-7, per attached list.

**Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | |
| **Attachments:** | Holiday Schedule | **Enactment Number:** | |
| **Contact:** | | **Meeting Date:** | |
| **Drafter:** | Kermas Eaton | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 10/22/2013 | Approve | | | | Pass |

**Action Text:** A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve the State Holiday Schedule as the City's holidays for the Fiscal Year 2013-2014 in accordance Miss Code Section 3-3-7, per attached list.

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

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

Nays: 0

| | | |
|---|---|---|
| Yea: | 5 | Council Member Bradley<br>Council Member Delgado<br>Council Member Carroll<br>Council Member Dryden<br>Council Member Naylor |
| ΓEL-No Vote: | 0 | |

### Text of Legislative File 2013-0646

**Title**

Approve the State Holiday Schedule as the City's holidays for the Fiscal Year 2013-2014 in accordance Miss Code Section 3-3-7, per attached list.

**Summary**

Holiday Schedule

**Budget Information**

**Expenditure Type**

**Purchasing Item**

**Publication Information**

| | | |
|---|---|---|
| Veteran's Day | 1 day | Monday -------- November 11, 2013 |
| Thanksgiving | 1 day | Thursday ---- November 28, 2011 *** |
| Christmas | 1 day | Wednesday-------December 25, 2013*** |
| | | |
| New Year's Day | 1 day | Wednesday--------January 1, 2014*** |
| Martin L King and Robert E. Lee Birthday | 1 day | Monday -------January 20, 2014 |
| President's Day | 1 day | Monday -------February 17, 2014 |
| Good Friday | 1 day | Friday -------April 18, 2014 |
| Memorial Day | 1 day | Monday -------May 26, 2014 |
| Independence Day | 1 day | Wednesday----July 04, 2014 |
| Labor Day | 1 day | Monday -------September 01, 2014 |

Additional holidays proclaimed by the Governor for Thanksgiving, Christmas and New Years. Additional days proclaimed by the Governor for any other Holidays may be granted by Council approval.

***To be determined by the Governor's proclamation

# City of Hattiesburg, MS

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

## Master

### File Number: 2013-0661

**File ID:** 2013-0661 **Type:** Regular Agenda Item **Status:** Approved

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

**File Created:** 10/14/2013

**Brief Title:** Re-appointment to Housing Authority Board **Final Action:**

**Minute Book Number:** MB2013-320

**Title:**

Ratify and confirm the Mayor's re-appointment of Sheri LeFan, W1 for a five year term beginning 10/5/2013 and ending 10/4/2018 to the Housing Authority Board.

**Notes:**

**Sponsors:** **Enactment Date:**

**Attachments:** Sheri LeFan Data Sheet **Enactment Number:**

**Contact:** **Meeting Date:**

**Drafter:** Kermas Eaton **Effective Date:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 10/22/2013 | Ratify and Confirm | | | | Pass |

**Action Text:** A MOTION was made by Council Member Dryden and seconded by Council Member Naylor to Ratify and confirm the Mayor's re-appointment of Sheri LeFan, W1 for a five year term beginning 10/5/2013 and ending 10/4/2018 to the Housing Authority Board.

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

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

Nays: 0

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

ΓEL-No Vote: 0

**Text of Legislative File 2013-0661**

## Title

Ratify and confirm the Mayor's re-appointment of Sheri LeFan, W1 for a five year term beginning 10/5/2013 and ending 10/4/2018 to the Housing Authority Board.

## Summary

Re-appointment to Housing Authority Board.

## Budget Information

## Expenditure Type

## Purchasing Item

## Publication Information

**BOARD/COMMISSION APPOINTMENT DATA SHEET**

BOARD/COMMISSION: Housing Authority Board

TERM OF OFFICE: 5 years PERIOD: 10/5/13 to 10/4/18

**REPLACES: Re-appointment**

TERM EXPIRED: X OR RESIGNED: _____ Letter attached_____

**DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES ____ NO X**

**********

NAME OF PROPOSED APPOINTEE: Sherri LeFan

**PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ( )**

ADDRESS: 136 North West Circle

HOME PHONE NUMBER: (601)818-2616 WARD: 1

PLACE OF EMPLOYMENT: _____

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: _____

**********

PERSON CONTACTED BY: Mayor Johnny DuPree DATE: _____

TO BE CONTACTED BY: _____ DATE CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____

# City of Hattiesburg, MS

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

## Master

### File Number: 2013-0651

**File ID:** 2013-0651 **Type:** Regular Agenda Item **Status:** Approved

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

**File Created:** 10/10/2013

**Brief Title:** Re-appointment to Pine Belt Regional Solid Waste Authority. **Final Action:**

**Minute Book Number:** MB2013-320

**Title:**

Ratify and confirm the re-appointment of Mayor Johnny L. DuPree, (W2) to the Pine Belt Regional Solid Waste Authority, for a four(4) year term beginning July 1, 2013 and ending June 30, 2017.

**Notes:**

**Sponsors:** **Enactment Date:**

**Attachments:** Data Sheet Mayor DuPree **Enactment Number:**

**Contact:** **Meeting Date:**

**Drafter:** Kermas Eaton **Effective Date:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 10/22/2013 | Ratify and Confirm | | | | Pass |

**Action Text:** A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Ratify and confirm the re-appointment of Mayor Johnny L. DuPree, (W2) to the Pine Belt Regional Solid Waste Authority, for a four(4) year term beginning July 1, 2013 and ending June 30, 2017.

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

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

Nays: 0

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

ΓEL-No Vote: 0

**Text of Legislative File 2013-0651**

## Title

Ratify and confirm the re-appointment of Mayor Johnny L. DuPree, (W2) to the Pine Belt Regional Solid Waste Authority, for a four(4) year term beginning July 1, 2013 and ending June 30, 2017.

## Summary

Re-appointment

## Budget Information

## Expenditure Type

## Purchasing Item

## Publication Information

**BOARD/COMMISSION APPOINTMENT DATA SHEET**

BOARD/COMMISSION: Pine Belt Regional Solid Waste Authority

TERM OF OFFICE: 4 years PERIOD: 7/01/13-6/30/17

**REPLACES Re-Appointment**

TERM EXPIRED:_____ OR RESIGNED: _____ Letter attached_____

**DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES X NO ___**

**********

NAME OF PROPOSED APPOINTEE: Johnny L. DuPree

**PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ( )**

ADDRESS: 1028 Main Street .

HOME PHONE NUMBER: _____ WARD: 2

PLACE OF EMPLOYMENT: City of Hattiesburg

EMPLOYMENT ADDRESS: 200 Forrest

St Hattiesburg, Ms 39401

EMPLOYMENT PHONE NO.: (601)545-4501 POSITION: Mayor

_____

**********

PERSON CONTACTED BY: Mayor Johnny L. DuPree DATE:_____

TO BE CONTACTED BY: _____ DATE CONTACTED:_____

AGREED TO SERVE: X DECLINED:_____

# City of Hattiesburg, MS

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

## Master

### File Number: 2013-0675

**File ID:** 2013-0675 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

**File Created:** 10/15/2013

**Brief Title:** Solid Waste Revenue and Expenditures Report for FY 9-30-13 **Final Action:**

**Minute Book Number:** MB2013-320

**Title:**

Acknowledge Solid Waste Revenues and Expenditures for the fiscal year ending September 30, 2013 and authorize publication of same.

**Notes:**

**Sponsors:** **Enactment Date:**

**Attachments:** Solid Waste Revenues & Expenditures FY 13 **Enactment Number:**

**Contact:** Connie Everett **Meeting Date:** 10/22/2013

**Drafter:** Connie Everett **Effective Date:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 10/22/2013 | | | | | |

### Text of Legislative File 2013-0675

#### Title

Acknowledge Solid Waste Revenues and Expenditures for the fiscal year ending September 30, 2013 and authorize publication of same.

#### Summary

#### Budget Information

#### Expenditure Type

## Purchasing Item

## Publication Information

# CITY OF HATTIESBURG, MISSISSIPPI

**Report of Solid Waste Revenues & Expenditures - Cash Basis**
**Fiscal Year Ending September 30, 2013**
**(Pursuant to Ms. Code Section 17-17-348)**

| | | |
|---|---|---|
| **Revenues:** | | |
| Solid Waste Collection and Disposal User Charges Collected | | $2,202,980 |
| Solid Waste Franchise revenues | | 162,364 |
| FEMA reimbursement - tornado debris removal | | 245,312 |
| Millage Supplement | | 504,260 |
| **Total Revenues** | | **$3,114,916** |
| **Expenditures:** | | |
| Personnel: | | |
| Wages | 745,495 | |
| State Retirement | 108,730 | |
| FICA Taxes | 56,157 | |
| Hospital Insurance | 154,412 | |
| Workers Comp/Unemployment Taxes | 82,689 | |
| **Total Personnel** | | **1,147,483** |
| Supplies: | | |
| Fuel & Lubricants | 200,871 | |
| Motor Vehicle Repair Parts | 106,927 | |
| Chemicals | | |
| Hand Tools | 783 | |
| Other Operating Supplies | 16,708 | |
| **Total Supplies** | | **325,289** |
| Other Services & Charges: | | |
| Tipping Fees | 929,590 | |
| Recycling Fees | 292,666 | |
| Motor Vehicle Repairs (Outside Labor) | 67,782 | |
| Uniform Rent | 10,814 | |
| Tow-In Charges | 4,425 | |
| Tornado clean-up Assistance | 326,766 | |
| Other Services & Charges | 10,101 | |
| **Total Other Services & Charges** | | **1,642,144** |
| Capital Outlays | | |
| **Total Expenditures** | | **$3,114,916** |

The City has contracted with the following companies/governmental entities for garbage disposal and recycling services for the Fiscal Year ended September 30, 2013:

| | |
|---|---|
| Pinebelt Regional Solid Waste Authority<br>P.O. Box 389<br>Petal Ms. 39465-0389 | $473,405 |
| Waste Management of South Mississippi<br>133 Gravel Pit Road<br>Hattiesburg, Ms. 39402 | $361,278 |
| Waste Pro Hattiesburg<br>7547 Hwy 98 W<br>Hattiesburg, MS 39402 | $292,666 |
| Sandy Run Farm & Nursery<br>1155 Brooks Rd<br>Purvis, MS 39475 | $ 29,794 |

# City of Hattiesburg, MS

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

## Master

### File Number: 2013-0649

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 2013-0649 | **Type:** | Regular Agenda Item | **Status:** | Agenda Ready |
| **Version:** | 1 | **Reference:** | | **In Control:** | City Council |
| | | | | **File Created:** | 10/10/2013 |
| **Brief Title:** | FY2012-2013 SMAA Exependiture Report | | | **Final Action:** | |
| | | | | **Minute Book Number:** | MB2013-320 |

**Title:**

Acknowledge receipt of FY2012-2013 Expenditure Report from South Mississippi Art Association for Ceramics Program.

**Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | |
| **Attachments:** | 2013 SMAA Expenditures | **Enactment Number:** | |
| **Contact:** | | **Meeting Date:** | |
| **Drafter:** | Ann Jones | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 10/22/2013 | | | | | |

### Text of Legislative File 2013-0649

#### Title

Acknowledge receipt of FY2012-2013 Expenditure Report from South Mississippi Art Association for Ceramics Program.

#### Summary

Acknowledgement

#### Budget Information

#### Expenditure Type

#### Purchasing Item

## Publication Information

September 25, 2012

City of Hattiesburg Recreation Department

The following is the accounting of funds spent for Sculpture, Pottery & Ceramics Class, by the South Mississippi Art Association for the period October 1, 2011 through September 30, 2012:

| Check # | Date | Paid to | Description | Amount |
|---|---|---|---|---|
| | | | **Contract Labor** | |
| 4795 | 10/11/11 | Ben Watts | 10/01/11-10/15/11 | $ 500.00 |
| 4798 | 10/25/11 | Ben Watts | 10/16/11-10/31/11 | $ 500.00 |
| 4802 | 11/15/11 | Ben Watts | 11/01/11-11/15/11 | $ 500.00 |
| 4803 | 11/15/11 | Ben Watts | 11/16/11-11/30/11 | $ 500.00 |
| 4805 | 11/21/11 | Ben Watts | 12/01/11-12/15/11 | $ 500.00 |
| 4806 | 11/21/11 | Ben Watts | 12/16/11-12/31/11 | $ 500.00 |
| 4835 | 01/17/12 | Ben Watts | 01/01/12-01/15/12 | $ 500.00 |
| 4837 | 01/25/12 | Ben Watts | 01/16/12-01/31/12 | $ 500.00 |
| 4840 | 02/07/12 | Ben Watts | 02/01/12-02/16/12 | $ 500.00 |
| 4841 | 02/23/12 | Ben Watts | 02/16/12-02/29/12 | $ 500.00 |
| 4842 | 03/07/12 | Ben Watts | 03/01/12-03/15/12 | $ 500.00 |
| 4843 | 03/23/12 | Ben Watts | 03/16/12-03/31/12 | $ 500.00 |
| 4848 | 04/01/12 | Ben Watts | 04/01/12-04/15/12 | $ 500.00 |
| 4852 | 04/26/12 | Ben Watts | 04/16/12-04/30/12 | $ 500.00 |
| 4853 | 05/08/12 | Ben Watts | 05/01/12-05/15/12 | $ 500.00 |
| 4854 | 05/24/12 | Ben Watts | 05/16/12-05/31/12 | $ 500.00 |
| 4858 | 06/12/12 | Ben Watts | 06/01/12-06/15/12 | $ 500.00 |
| 4862 | 06/27/12 | Ben Watts | 06/16/12-06/30/12 | $ 500.00 |
| 4864 | 07/12/12 | Ben Watts | 07/01/12-07/15/12 | $ 500.00 |
| 4866 | 07/29/12 | Ben Watts | 07/16/12-07/31/12 | $ 500.00 |
| 4867 | 08/14/12 | Ben Watts | 08/01/12-08/15/12 | $ 500.00 |
| 4871 | 08/27/12 | Ben Watts | 08/16/12-08/31/12 | $ 500.00 |
| 4874 | 09/13/12 | Ben Watts | 09/01/12-09/15/12 | $ 500.00 |
| 4875 | 09/25/12 | Ben Watts | 09/16/12-09/30/12 | $ 500.00 |
| | | | | |
| | | | **Other Expenditures** | |
| 4863 | 07/05/12 | Dogwood Ceramic Supply | purchase of pottery wheel | $ 551.05 |
| 4873 | 09/13/12 | Bobby Walters (Sam's Club) | purchase of tables | $ 481.31 |
| | | | | |
| | | | **Total** | **$ 13,032.36** |

Bobby Walters
Community Liaison
South Mississippi Art Association

South Mississippi Art Association
Sculpture and Pottery Program - 10/01/12-09/30/13

Deposit on 10/24/2012= $13,000.00

| Check # | Date | Instructor | Pay Period | Amount | Program |
|---|---|---|---|---|---|
| | | | starting balance | $13,000.00 | |
| 4876 | 10/09/12 | Ben Watts | 10/01/12-10/15/12 | ($500.00) | Pottery Program |
| 4881 | 10/23/12 | Ben Watts | 10/16/12-10/31/12 | ($500.00) | Pottery Program |
| 4882 | 11/06/12 | Ben Watts | 11/01/12-11/15/12 | ($500.00) | Pottery Program |
| 4883 | 11/06/12 | Ben Watts | 11/16/12-11/30/12 | ($500.00) | Pottery Program |
| 4891 | 12/18/12 | Ben Watts | 12/01/12-12/15/12 | ($500.00) | Pottery Program |
| 4892 | 12/18/12 | Ben Watts | 12/16/12-12/31/12 | ($500.00) | Pottery Program |
| 4924 | 01/08/13 | Ben Watts | 01/01/13-01/15/13 | ($500.00) | Pottery Program |
| 4929 | 01/22/13 | Ben Watts | 01/16/13-01/31/13 | ($500.00) | Pottery Program |
| 4931 | 02/13/13 | Ben Watts | 02/01/13-02/15/13 | ($500.00) | Pottery Program |
| 4933 | 02/22/13 | Ben Watts | 02/16/13-02/28/13 | ($500.00) | Pottery Program |
| 4934 | 03/12/13 | Ben Watts | 03/01/13-03/15/13 | ($500.00) | Pottery Program |
| 4935 | 03/26/13 | Ben Watts | 03/16/13-03/31/13 | ($500.00) | Pottery Program |
| 4937 | 04/09/13 | Ben Watts | 04/01/13-04/15/13 | ($500.00) | Pottery Program |
| 4942 | 04/29/13 | Ben Watts | 04/16/13-04/30/13 | ($500.00) | Pottery Program |
| 4946 | 05/14/13 | Ben Watts | 05/01/13-05/15/13 | ($500.00) | Pottery Program |
| 4949 | 05/29/13 | Ben Watts | 05/16/13-05/31/13 | ($500.00) | Pottery Program |
| 4952 | 06/11/13 | Ben Watts | 06/01/13-06/15/13 | ($500.00) | Pottery Program |
| 4955 | 06/28/13 | Ben Watts | 06/15/13-06/30/13 | ($500.00) | Pottery Program |
| 4956 | 07/09/13 | Ben Watts | 07/01/13-07/15/13 | ($500.00) | Pottery Program |
| 4957 | 07/24/13 | Ben Watts | 07/16/13-07/31/13 | ($500.00) | Pottery Program |
| 4958 | 07/26/13 | Bobby Walters | purchase of pottery wheel | ($577.80) | Pottery Program |
| 4962 | 08/10/13 | Ben Watts | 08/01/13-08/15/13 | ($500.00) | Pottery Program |
| 4965 | 08/27/13 | Ben Watts | 08/16/13-08/31/13 | ($500.00) | Pottery Program |
| | | | Total spent to date | ($11,577.80) | |
| | | | Running balance | $1,422.20 | |

# City of Hattiesburg, MS

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

## Master

### File Number: 2013-0647

**File ID:** 2013-0647 **Type:** Regular Agenda Item **Status:** Agenda Ready

**Version:** 2 **Reference:** **In Control:** City Council

**File Created:** 10/10/2013

**Brief Title:** FY 2012-2013 Hattiesburg Youth Soccer Association Expenditure Report **Final Action:**

**Minute Book Number:** MB2013-320

**Title:**

Acknowledge receipt of FY 2012-2013 Expenditure Report from Hattiesburg Youth Soccer Association for HYSA Soccer Program.

**Notes:**

**Sponsors:** **Enactment Date:**

**Attachments:** 2013 HYSA Expenditures **Enactment Number:**

**Contact:** **Meeting Date:** 10/22/2013

**Drafter:** Ann Jones **Effective Date:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 2 | City Council | 10/22/2013 | | | | | |

### Text of Legislative File 2013-0647

#### Title

Acknowledge receipt of FY 2012-2013 Expenditure Report from Hattiesburg Youth Soccer Association for HYSA Soccer Program.

#### Summary

Acknowledgement

#### Budget Information

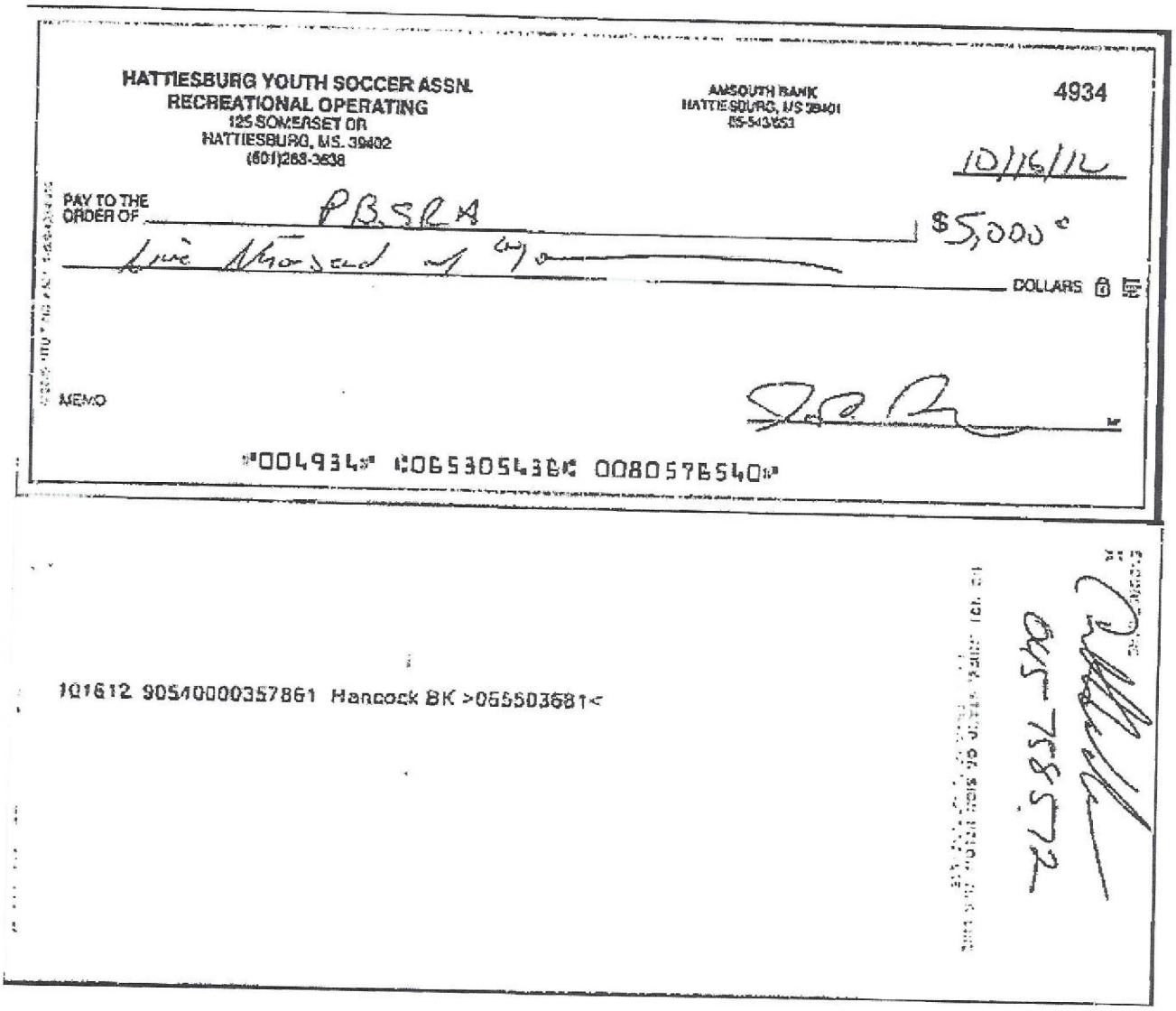
#### Expenditure Type

#### Purchasing Item

## Publication Information

City of Hattiesburg, MS
Expenditure Worksheet for Hattiesburg Youth Soccer Association
Equipment Purchases and Related Expenses to Run Program
October 1, 2012 through August 31, 2013

| Vendor | Amount | Description |
|---|---|---|
| Pine Belt Soccer Referee Association | 14,956.46 | Referee Fees |
| Third Coast Soccer | 452.85 | Goals/Nets |
| Lee Shands | 39.06 | Repair of Nets |
| | 15,448.37 | |



HATTIESBURG YOUTH SOCCER ASSN.
RECREATIONAL OPERATING
125 SOMERSET DR
HATTIESBURG, MS. 39402
(601)268-3638

AMSOUTH BANK
HATTIESBURG, MS 39401
65-543/653

4934

10/16/12

PAY TO THE ORDER OF PBSRA

$5,000.00

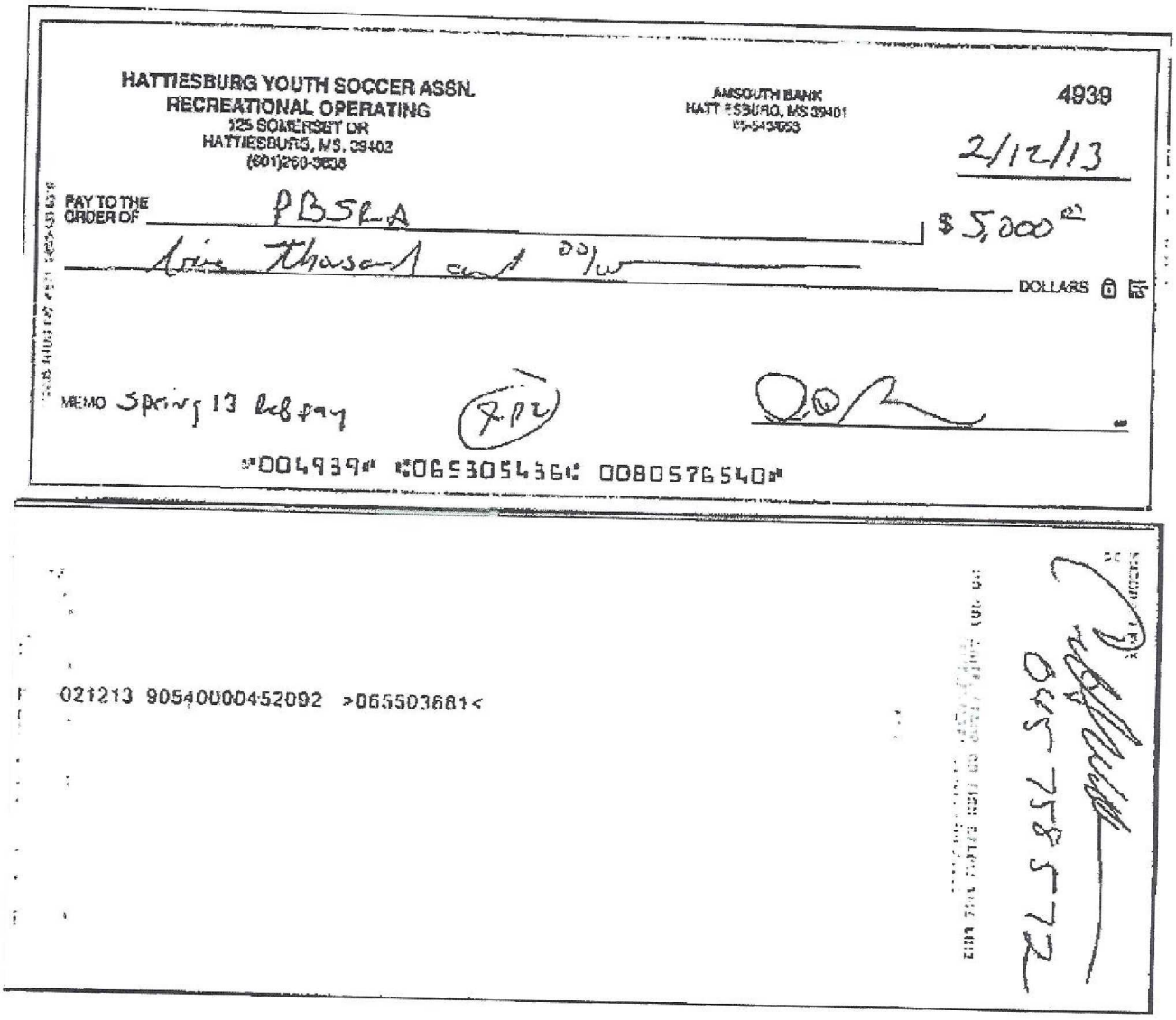
Five Thousand and 00

DOLLARS

MEMO

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101612 90540000357861 Hancock BK >065503681<



HATTIESBURG YOUTH SOCCER ASSN.
RECREATIONAL OPERATING
125 SOMERSET DR
HATTIESBURG, MS. 39402
(601)260-3638

AMSOUTH BANK
HATTIESBURG, MS 39401

4939

2/12/13

PAY TO THE ORDER OF PBSLA

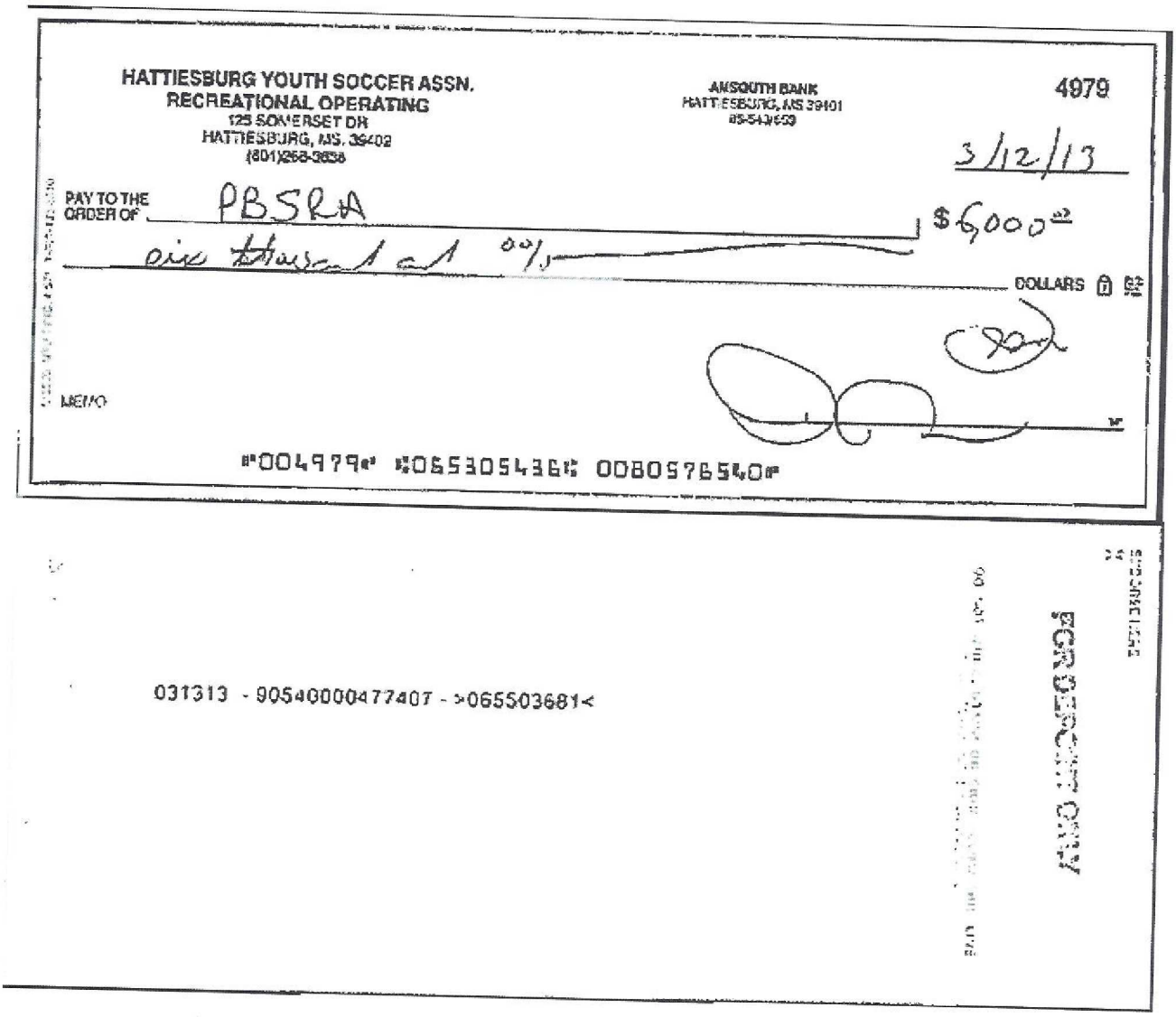
$ 5,000 00

Five Thousand and 00/100 DOLLARS

MEMO Spring 13 Rebate

"004939" "065305436" 008057654O"

021213 905400004520092 >065503681<



HATTIESBURG YOUTH SOCCER ASSN.
RECREATIONAL OPERATING
125 SOMERSET DR
HATTIESBURG, MS. 39402
(601)268-3656

AMSOUTH BANK
HATTIESBURG, MS 39401
65-543/653

4979

3/12/13

PAY TO THE ORDER OF PBSRA

$6000.00

six thousand and 00/

DOLLARS

MEMO

⑈004979⑈ ⑆065305436⑆ 00805765⑊0⑈

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FOR DEPOSIT ONLY

| Account Creation Date | Account Number | Account Type | Currency | Description | Balance | Comments |
|---|---|---|---|---|---|---|
| 1/26/2012 14:56 | 1398525160 | Assoc. Main | USD | | $ 2,018.26 | |
| | | | | | | |
| Date / Time | Transaction Number | Transaction Description | Debit | Credit | Balance | |
| 10/23/2012 12:01 | 4509591 | Processing Fee | $ 1.06 | | $ 165.34 | |
| 10/25/2012 11:43 | 4487718 | Upload Funds into RefPay (EFT) | | $ 4,500.00 | $ 4,665.34 | Check was for $5,000 - Kept $500 in PBSRA Account to cover Referee Payouts for those Referee's not set up on The Arbiter. (Chris Lyles) |
| 10/25/2012 17:10 | 4530551 | (102332)Association:PBSOA, Games 494,506,521,538, Additions & Deductions $0.00, deduction1099 $0.00, Davis, Caleb | $ 48.00 | | $ 4,617.34 | |
| 10/25/2012 17:10 | 4530551 | Processing Fee | $ 0.91 | | $ 4,616.43 | |
| 10/25/2012 17:10 | 4530555 | (102332)Association:PBSOA, Games 496,501,517,530, Additions & Deductions $0.00, deduction1099 $0.00, Garner, Doug | $ 56.00 | | $ 4,560.43 | |
| 10/25/2012 17:10 | 4530555 | Processing Fee | $ 0.91 | | $ 4,559.52 | |
| 10/25/2012 17:10 | 4530559 | (102332)Association:PBSOA, Games 510,527,534, Additions & Deductions $0.00, deduction1099 $0.00, Hampton, Joan | $ 30.00 | | $ 4,529.52 | |
| 10/25/2012 17:10 | 4530559 | Processing Fee | $ 0.91 | | $ 4,528.61 | |
| 10/25/2012 17:10 | 4530563 | (102332)Association:PBSOA, Games 491,506,547,537, Additions & Deductions $0.00, deduction1099 $0.00, Hartung, Courtney | $ 50.00 | | $ 4,478.61 | |
| 10/25/2012 17:10 | 4530563 | Processing Fee | $ 0.91 | | $ 4,477.70 | |
| 10/25/2012 17:10 | 4530567 | (102332)Association:PBSOA, Games 529,550,546, Additions & Deductions $0.00, deduction1099 $0.00, Linares, Julio | $ 59.00 | | $ 4,418.70 | |
| 10/25/2012 17:10 | 4530567 | Processing Fee | $ 0.91 | | $ 4,417.79 | |
| 10/25/2012 17:10 | 4530571 | (102332)Association:PBSOA, Games 507,520,534, Additions & Deductions $0.00, deduction1099 $0.00, Majors, Benjamin | $ 30.00 | | $ 4,387.79 | |
| 10/25/2012 17:10 | 4530571 | Processing Fee | $ 0.91 | | $ 4,386.88 | |
| 10/25/2012 17:10 | 4530575 | (102332)Association:PBSOA, Games 492,505,547,535, Additions & Deductions $0.00, deduction1099 $0.00, Martin, Todd | $ 58.00 | | $ 4,328.88 | |
| 10/25/2012 17:10 | 4530575 | Processing Fee | $ 0.91 | | $ 4,327.97 | |
| 10/25/2012 17:10 | 4530579 | (102332)Association:PBSOA, Games 506,521,525,533, Additions & Deductions $0.00, deduction1099 $0.00, McGlinchey, John | $ 28.00 | | $ 4,299.97 | |
| 10/25/2012 17:10 | 4530579 | Processing Fee | $ 0.91 | | $ 4,299.06 | |
| 10/25/2012 17:10 | 4530583 | (102332)Association:PBSOA, Games 494,514,523,544, Additions & Deductions $0.00, deduction1099 $0.00, Pitts, Lauren | $ 46.00 | | $ 4,253.06 | |
| 10/25/2012 17:10 | 4530583 | Processing Fee | $ 0.91 | | $ 4,252.15 | |
| 10/25/2012 17:10 | 4530587 | (102332)Association:PBSOA, Games 492,505,526,538, Additions & Deductions $0.00, deduction1099 $0.00, Robinson, David | $ 48.00 | | $ 4,204.15 | |
| 10/25/2012 17:10 | 4530587 | Processing Fee | $ 0.91 | | $ 4,203.24 | |
| 10/25/2012 17:10 | 4530591 | (102332)Association:PBSOA, Games 495,504,519,531,543, Additions & Deductions $0.00, deduction1099 $0.00, Rodney, Yates | $ 68.00 | | $ 4,135.24 | |

| Account Creation Date | Account Number | Account Type | Currency | Description | Balance | Comments |
|---|---|---|---|---|---|---|
| 1/26/2012 14:56 | 1398525160 | Assoc. Main | USD | | $ 2,018.26 | |
| | | | | | | |
| Date / Time | Transaction Number | Transaction Description | Debit | Credit | Balance | |
| 10/25/2012 17:10 | 4530591 | Processing Fee | $ 0.91 | | $ 4,134.33 | |
| 10/25/2012 17:10 | 4530599 | (102332)Association:PBSOA, Games 498,503,515,547, Additions & Deductions $0.00, deduction1099 $0.00, Rust, Michael | $ 54.00 | | $ 4,080.33 | |
| 10/25/2012 17:10 | 4530599 | Processing Fee | $ 0.91 | | $ 4,079.42 | |
| 10/25/2012 17:10 | 4530603 | (102332)Association:PBSOA, Games 493,511,522,525,537, Additions & Deductions $0.00, deduction1099 $0.00, Seymour, Kyren | $ 48.00 | | $ 4,031.42 | |
| 10/25/2012 17:10 | 4530603 | Processing Fee | $ 0.91 | | $ 4,030.51 | |
| 10/25/2012 17:10 | 4530607 | (102332)Association:PBSOA, Games 512,513,528,544,546, Additions & Deductions $0.00, deduction1099 $0.00, Simmons, Bailey | $ 44.00 | | $ 3,986.51 | |
| 10/25/2012 17:10 | 4530607 | Processing Fee | $ 0.91 | | $ 3,985.60 | |
| 10/25/2012 17:10 | 4530611 | (102332)Association:PBSOA, Games 507,522,536,546, Additions & Deductions $0.00, deduction1099 $0.00, Simmons, Nick | $ 46.00 | | $ 3,939.60 | |
| 10/25/2012 17:10 | 4530611 | Processing Fee | $ 0.91 | | $ 3,938.69 | |
| 10/25/2012 17:10 | 4530615 | (102332)Association:PBSOA, Games 493,509,524,535, Additions & Deductions $0.00, deduction1099 $0.00, Stone, Adam | $ 48.00 | | $ 3,890.69 | |
| 10/25/2012 17:10 | 4530615 | Processing Fee | $ 0.91 | | $ 3,889.78 | |
| 10/25/2012 17:10 | 4530619 | (102332)Association:PBSOA, Games 497,500,518,542,543,534, Additions & Deductions $0.00, deduction1099 $0.00, Tuck, Zach | $ 97.00 | | $ 3,792.78 | |
| 10/25/2012 17:10 | 4530619 | Processing Fee | $ 1.06 | | $ 3,791.72 | |
| 10/25/2012 17:10 | 4530623 | (102332)Association:PBSOA, Games 502,516,532, Additions & Deductions $0.00, deduction1099 $0.00, Welborn, Carlton | $ 42.00 | | $ 3,749.72 | |
| 10/25/2012 17:10 | 4530623 | Processing Fee | $ 0.91 | | $ 3,748.81 | |
| 10/28/2012 20:51 | 4544078 | (102332)Association:PBSOA, Games 581,590, Additions & Deductions $0.00, deduction1099 $0.00, Beck, Daniel | $ 42.00 | | $ 3,706.81 | |
| 10/28/2012 20:51 | 4544078 | Processing Fee | $ 0.91 | | $ 3,705.90 | |
| 10/28/2012 20:51 | 4544082 | (102332)Association:PBSOA, Games 566,580,599,601, Additions & Deductions $0.00, deduction1099 $0.00, Farley, Nathan | $ 64.00 | | $ 3,641.90 | |
| 10/28/2012 20:51 | 4544082 | Processing Fee | $ 0.91 | | $ 3,640.99 | |
| 10/28/2012 20:51 | 4544086 | (102332)Association:PBSOA, Games 568,573,589,597, Additions & Deductions $0.00, deduction1099 $0.00, Garner, Doug | $ 56.00 | | $ 3,584.99 | |
| 10/28/2012 20:51 | 4544086 | Processing Fee | $ 0.91 | | $ 3,584.08 | |
| 10/28/2012 20:51 | 4544090 | (102332)Association:PBSOA, Games 571,579,595, Additions & Deductions $0.00, deduction1099 $0.00, Gladden, James | $ 66.00 | | $ 3,518.08 | |
| 10/28/2012 20:51 | 4544090 | Processing Fee | $ 0.91 | | $ 3,517.17 | |
| 10/28/2012 20:51 | 4544094 | (102332)Association:PBSOA, Games 570,577,593, Additions & Deductions $0.00, deduction1099 $0.00, Graddy, Will | $ 66.00 | | $ 3,451.17 | |

| Account Creation Date | Account Number | Account Type | Currency | Description | Balance | Comments |
|---|---|---|---|---|---|---|
| 1/26/2012 14:56 | 1398525160 | Assoc. Main | USD | | $ 2,018.26 | |
| | | | | | | |
| Date / Time | Transaction Number | Transaction Description | Debit | Credit | Balance | |
| 10/28/2012 20:51 | 4544094 | Processing Fee | $ 0.91 | | $ 3,450.26 | |
| 10/28/2012 20:51 | 4544098 | (102332)Association:PBSOA, Games 579, Additions & Deductions $0.00, deduction1099 $0.00, Hampton, Joan | $ 14.00 | | $ 3,436.26 | |
| 10/28/2012 20:51 | 4544098 | Processing Fee | $ 0.91 | | $ 3,435.35 | |
| 10/28/2012 20:51 | 4544102 | (102332)Association:PBSOA, Games 571,583,594, Additions & Deductions $0.00, deduction1099 $0.00, Hampton, Kenneth "Tim" | $ 50.00 | | $ 3,385.35 | |
| 10/28/2012 20:51 | 4544102 | Processing Fee | $ 0.91 | | $ 3,384.44 | |
| 10/28/2012 20:51 | 4544106 | (102332)Association:PBSOA, Games 567,575,585,595,601, Additions & Deductions $0.00, deduction1099 $0.00, Lunceford, Ryan | $ 62.00 | | $ 3,322.44 | |
| 10/28/2012 20:51 | 4544106 | Processing Fee | $ 0.91 | | $ 3,321.53 | |
| 10/28/2012 20:51 | 4544110 | (102332)Association:PBSOA, Games 580, Additions & Deductions $0.00, deduction1099 $0.00, Majors, Benjamin | $ 10.00 | | $ 3,311.53 | |
| 10/28/2012 20:51 | 4544110 | Processing Fee | $ 0.91 | | $ 3,310.62 | |
| 10/28/2012 20:51 | 4544114 | (102332)Association:PBSOA, Games 569,578,595, Additions & Deductions $0.00, deduction1099 $0.00, McCall, Austin | $ 38.00 | | $ 3,272.62 | |
| 10/28/2012 20:51 | 4544114 | Processing Fee | $ 0.91 | | $ 3,271.71 | |
| 10/28/2012 20:51 | 4544118 | (102332)Association:PBSOA, Games 577,594, Additions & Deductions $0.00, deduction1099 $0.00, McGlinchey, John | $ 24.00 | | $ 3,247.71 | |
| 10/28/2012 20:51 | 4544118 | Processing Fee | $ 0.91 | | $ 3,246.80 | |
| 10/28/2012 20:51 | 4544122 | (102332)Association:PBSOA, Games 570,584,598,600, Additions & Deductions $0.00, deduction1099 $0.00, Myers, Jacob | $ 56.00 | | $ 3,190.80 | |
| 10/28/2012 20:51 | 4544122 | Processing Fee | $ 0.91 | | $ 3,189.89 | |
| 10/28/2012 20:51 | 4544126 | (102332)Association:PBSOA, Games 571,584,590,601, Additions & Deductions $0.00, deduction1099 $0.00, Robertson, Will | $ 48.00 | | $ 3,141.89 | |
| 10/28/2012 20:51 | 4544126 | Processing Fee | $ 0.91 | | $ 3,140.98 | |
| 10/28/2012 20:51 | 4544130 | (102332)Association:PBSOA, Games 569,582,591,600, Additions & Deductions $0.00, deduction1099 $0.00, Rock, Mitchell | $ 70.00 | | $ 3,070.98 | |
| 10/28/2012 20:51 | 4544130 | Processing Fee | $ 0.91 | | $ 3,070.07 | |
| 10/28/2012 20:51 | 4544134 | (102332)Association:PBSOA, Games 572,588, Additions & Deductions $0.00, deduction1099 $0.00, Rust, Michael | $ 28.00 | | $ 3,042.07 | |
| 10/28/2012 20:51 | 4544134 | Processing Fee | $ 0.91 | | $ 3,041.16 | |
| 10/28/2012 20:51 | 4544138 | (102332)Association:PBSOA, Games 578,594, Additions & Deductions $0.00, deduction1099 $0.00, Seymour, Kyren | $ 24.00 | | $ 3,017.16 | |
| 10/28/2012 20:51 | 4544138 | Processing Fee | $ 0.91 | | $ 3,016.25 | |
| 10/28/2012 20:51 | 4544142 | (102332)Association:PBSOA, Games 564,574,587,590, Additions & Deductions $0.00, deduction1099 $0.00, Simmons, Bailey | $ 56.00 | | $ 2,960.25 | |
| 10/28/2012 20:51 | 4544142 | Processing Fee | $ 0.91 | | $ 2,959.34 | |

| Account Creation Date | Account Number | Account Type | Currency | Description | Balance | Comments |
|---|---|---|---|---|---|---|
| 1/26/2012 14:56 | 1398525160 | Assoc. Main | USD | | $ 2,018.26 | |
| | | | | | | |
| Date / Time | Transaction Number | Transaction Description | Debit | Credit | Balance | |
| 10/28/2012 20:51 | 4544146 | (102332)Association:PBSOA, Games 579,593, Additions & Deductions $0.00, deduction1099 $0.00, Simmons, Nick | $ 24.00 | | $ 2,935.34 | |
| 10/28/2012 20:51 | 4544146 | Processing Fee | $ 0.91 | | $ 2,934.43 | |
| 10/28/2012 20:51 | 4544150 | (102332)Association:PBSOA, Games 570, Additions & Deductions $0.00, deduction1099 $0.00, Stone, Adam | $ 14.00 | | $ 2,920.43 | |
| 10/28/2012 20:51 | 4544150 | Processing Fee | $ 0.91 | | $ 2,919.52 | |
| 10/28/2012 20:51 | 4544154 | (102332)Association:PBSOA, Games 569,578,592, Additions & Deductions $0.00, deduction1099 $0.00, Tabb, Zac | $ 56.00 | | $ 2,863.52 | |
| 10/28/2012 20:51 | 4544154 | Processing Fee | $ 0.91 | | $ 2,862.61 | |
| 10/28/2012 20:51 | 4544158 | (102332)Association:PBSOA, Games 565,576,586,596,600, Additions & Deductions $0.00, deduction1099 $0.00, Tuck, Zach | $ 74.00 | | $ 2,788.61 | |
| 10/28/2012 20:51 | 4544158 | Processing Fee | $ 0.91 | | $ 2,787.70 | |
| 10/28/2012 20:51 | 4544162 | (102332)Association:PBSOA, Games 577, Additions & Deductions $0.00, deduction1099 $0.00, Welborn, Carlton | $ 14.00 | | $ 2,773.70 | |
| 10/28/2012 20:51 | 4544162 | Processing Fee | $ 0.91 | | $ 2,772.79 | |
| 11/3/2012 14:08 | 4597578 | (102332)Association:PBSOA, Games 602,607, Additions & Deductions $0.00, deduction1099 $0.00, Davis, Caleb | $ 24.00 | | $ 2,748.79 | |
| 11/3/2012 14:08 | 4597578 | Processing Fee | $ 0.91 | | $ 2,747.88 | |
| 11/3/2012 14:08 | 4597582 | (102332)Association:PBSOA, Games 611,614, Additions & Deductions $0.00, deduction1099 $0.00, Farley, Nathan | $ 24.00 | | $ 2,723.88 | |
| 11/3/2012 14:08 | 4597582 | Processing Fee | $ 0.91 | | $ 2,722.97 | |
| 11/3/2012 14:08 | 4597586 | (102332)Association:PBSOA, Games 603,611,614, Additions & Deductions $0.00, deduction1099 $0.00, Fortenberry, Nicole | $ 42.00 | | $ 2,680.97 | |
| 11/3/2012 14:08 | 4597586 | Processing Fee | $ 0.91 | | $ 2,680.06 | |
| 11/3/2012 14:08 | 4597590 | (102332)Association:PBSOA, Games 609,613,616, Additions & Deductions $0.00, deduction1099 $0.00, Fortenberry, Sarah | $ 34.00 | | $ 2,646.06 | |
| 11/3/2012 14:08 | 4597590 | Processing Fee | $ 0.91 | | $ 2,645.15 | |
| 11/3/2012 14:08 | 4597594 | (102332)Association:PBSOA, Games 619,620, Additions & Deductions $0.00, deduction1099 $0.00, Garner, Doug | $ 28.00 | | $ 2,617.15 | |
| 11/3/2012 14:08 | 4597594 | Processing Fee | $ 0.91 | | $ 2,616.24 | |
| 11/3/2012 14:08 | 4597598 | (102332)Association:PBSOA, Games 609,613,616, Additions & Deductions $0.00, deduction1099 $0.00, Gladden, James | $ 60.00 | | $ 2,556.24 | |
| 11/3/2012 14:08 | 4597598 | Processing Fee | $ 0.91 | | $ 2,555.33 | |
| 11/3/2012 14:08 | 4597602 | (102332)Association:PBSOA, Games 603,611,614, Additions & Deductions $0.00, deduction1099 $0.00, Graddy, Will | $ 52.00 | | $ 2,503.33 | |
| 11/3/2012 14:08 | 4597602 | Processing Fee | $ 0.91 | | $ 2,502.42 | |

| Account Creation Date | Account Number | Account Type | Currency | Description | Balance | Comments |
|---|---|---|---|---|---|---|
| 1/26/2012 14:56 | 1398525160 | Assoc. Main | USD | | $ 2,018.26 | |
| | | | | | | |
| Date / Time | Transaction Number | Transaction Description | Debit | Credit | Balance | |
| 11/3/2012 14:08 | 4597606 | (102332)Association:PBSOA, Games 602,607,610,612,615, Additions & Deductions $0.00, deduction1099 $0.00, Lunceford, Ryan | $ 54.00 | | $ 2,448.42 | |
| 11/3/2012 14:08 | 4597606 | Processing Fee | $ 0.91 | | $ 2,447.51 | |
| 11/3/2012 14:08 | 4597610 | (102332)Association:PBSOA, Games 603,608, Additions & Deductions $0.00, deduction1099 $0.00, McCall, Austin | $ 24.00 | | $ 2,423.51 | |
| 11/3/2012 14:08 | 4597610 | Processing Fee | $ 0.91 | | $ 2,422.60 | |
| 11/3/2012 14:08 | 4597614 | (102332)Association:PBSOA, Games 602,607,610,612,615, Additions & Deductions $0.00, deduction1099 $0.00, McGlinchey, John | $ 96.00 | | $ 2,326.60 | |
| 11/3/2012 14:08 | 4597614 | Processing Fee | $ 1.06 | | $ 2,325.54 | |
| 11/3/2012 14:08 | 4597618 | (102332)Association:PBSOA, Games 604,606, Additions & Deductions $0.00, deduction1099 $0.00, Myers, Jacob | $ 24.00 | | $ 2,301.54 | |
| 11/3/2012 14:08 | 4597618 | Processing Fee | $ 0.91 | | $ 2,300.63 | |
| 11/3/2012 14:08 | 4597622 | (102332)Association:PBSOA, Games 605,608, Additions & Deductions $0.00, deduction1099 $0.00, Rock, Mitchell | $ 42.00 | | $ 2,258.63 | |
| 11/3/2012 14:08 | 4597622 | Processing Fee | $ 0.91 | | $ 2,257.72 | |
| 11/3/2012 14:08 | 4597626 | (102332)Association:PBSOA, Games 605,608, Additions & Deductions $0.00, deduction1099 $0.00, Rust, Michael | $ 24.00 | | $ 2,233.72 | |
| 11/3/2012 14:08 | 4597626 | Processing Fee | $ 0.91 | | $ 2,232.81 | |
| 11/3/2012 14:08 | 4597630 | (102332)Association:PBSOA, Games 617,618, Additions & Deductions $0.00, deduction1099 $0.00, Sumner, Morgan | $ 28.00 | | $ 2,204.81 | |
| 11/3/2012 14:08 | 4597630 | Processing Fee | $ 0.91 | | $ 2,203.90 | |
| 11/3/2012 14:08 | 4597634 | (102332)Association:PBSOA, Games 604,606, Additions & Deductions $0.00, deduction1099 $0.00, Swartzfager, Ashton | $ 42.00 | | $ 2,161.90 | |
| 11/3/2012 14:08 | 4597634 | Processing Fee | $ 0.91 | | $ 2,160.99 | |
| 11/3/2012 14:08 | 4597638 | (102332)Association:PBSOA, Games 612, Additions & Deductions $0.00, deduction1099 $0.00, Terrell, Lachan | $ 10.00 | | $ 2,150.99 | |
| 11/3/2012 14:08 | 4597638 | Processing Fee | $ 0.91 | | $ 2,150.08 | |
| 11/3/2012 14:08 | 4597642 | (102332)Association:PBSOA, Games 604,606,609,613,616, Additions & Deductions $0.00, deduction1099 $0.00, Tuck, Zach | $ 58.00 | | $ 2,092.08 | |
| 11/3/2012 14:08 | 4597642 | Processing Fee | $ 0.91 | | $ 2,091.17 | |
| 11/3/2012 14:08 | 4597646 | (102332)Association:PBSOA, Games 605,610,615,623,621,622, Additions & Deductions $0.00, deduction1099 $0.00, Welborn, Carlton | $ 72.00 | | $ 2,019.17 | |
| 11/3/2012 14:08 | 4597646 | Processing Fee | $ 0.91 | | $ 2,018.26 | Ending Balance |
| | | Fall 2012 Referee Paid Fee's | $ 12,587.38 | | | |
| | | PBSRA Check to Chirs Lyles for games on 10/13/12 | $ 93.00 | | | |
| | | Referee Assignor Fees for 382 Games | $ 1,910.00 | | | |
| | | | $ 14,590.38 | | | |

| Account Creation Date | Account Number | Account Type | Currency | Description | Balance |
|---|---|---|---|---|---|
| 01/26/12 | 1398525160 | Assoc. Main | USD | Beginning Balance | $ 2,018.26 |
| 04/10/13 | 1398525160 | Assoc. Main | USD | Ending Balance | $ 1,043.54 |

| Date / Time | Transaction Number | Transaction Description | Debit | Credit | Balance |
|---|---|---|---|---|---|
| 01/21/13 | 5150376 | (102332)Association:PBSOA, Games 1010,1011,1013,1015,1017, Additions & Deductions $0.00, deduction1099 $0.00, Davis, Caleb | $ 68.00 | | $ 1,950.26 |
| 01/21/13 | 5150376 | Processing Fee | $ 0.91 | | $ 1,949.35 |
| 01/21/13 | 5150380 | (102332)Association:PBSOA, Games 1004,1005, Additions & Deductions $0.00, deduction1099 $0.00, Farley, Nathan | $ 42.00 | | $ 1,907.35 |
| 01/21/13 | 5150380 | Processing Fee | $ 0.91 | | $ 1,906.44 |
| 01/21/13 | 5150384 | (102332)Association:PBSOA, Games 1008,1009,1012,1014,1016,1018, Additions & Deductions $0.00, deduction1099 $0.00, Fortenberry, Nicole | $ 96.00 | | $ 1,810.44 |
| 01/21/13 | 5150384 | Processing Fee | $ 1.06 | | $ 1,809.38 |
| 01/21/13 | 5150388 | (102332)Association:PBSOA, Games 1007,1009,1012,1013,1015,1018, Additions & Deductions $0.00, deduction1099 $0.00, Hines, III, Peyton | $ 132.00 | | $ 1,677.38 |
| 01/21/13 | 5150388 | Processing Fee | $ 1.06 | | $ 1,676.32 |
| 01/21/13 | 5150392 | (102332)Association:PBSOA, Games 1001,1004,1005,1007, Additions & Deductions $0.00, deduction1099 $0.00, Martin, Todd | $ 64.00 | | $ 1,612.32 |
| 01/21/13 | 5150392 | Processing Fee | $ 0.91 | | $ 1,611.41 |
| 01/21/13 | 5150396 | (102332)Association:PBSOA, Games 1003,1006,1008, Additions & Deductions $0.00, deduction1099 $0.00, Myers, Jacob | $ 52.00 | | $ 1,559.41 |
| 01/21/13 | 5150396 | Processing Fee | $ 0.91 | | $ 1,558.50 |
| 01/21/13 | 5150400 | (102332)Association:PBSOA, Games 1001,1003,1006, Additions & Deductions $0.00, deduction1099 $0.00, Necaise, Garret | $ 62.00 | | $ 1,496.50 |
| 01/21/13 | 5150400 | Processing Fee | $ 0.91 | | $ 1,495.59 |
| 01/21/13 | 5150404 | (102332)Association:PBSOA, Games 1010,1011,1014,1016,1017, Additions & Deductions $0.00, deduction1099 $0.00, Rock, Mitchell | $ 120.00 | | $ 1,375.59 |
| 01/21/13 | 5150404 | Processing Fee | $ 1.06 | | $ 1,374.53 |
| 01/21/13 | 5150408 | (102332)Association:PBSOA, Games 1003,1006,1008, Additions & Deductions $0.00, deduction1099 $0.00, Rodney, Yates | $ 36.00 | | $ 1,338.53 |
| 01/21/13 | 5150408 | Processing Fee | $ 0.91 | | $ 1,337.62 |
| 01/21/13 | 5150412 | (102332)Association:PBSOA, Games 1001,1004,1005,1007, Additions & Deductions $0.00, deduction1099 $0.00, Sumner, Morgan | $ 80.00 | | $ 1,257.62 |
| 01/21/13 | 5150412 | Processing Fee | $ 1.06 | | $ 1,256.56 |
| 01/21/13 | 5150416 | (102332)Association:PBSOA, Games 1000,1002, Additions & Deductions $0.00, deduction1099 $0.00, Welborn, Carlton | $ 40.00 | | $ 1,216.56 |
| 01/21/13 | 5150416 | Processing Fee | $ 0.91 | | $ 1,215.65 |
| 01/24/13 | 5182135 | (102332)Association:PBSOA, Games 1009,1012,1014,1016,1018, Additions & Deductions $0.00, deduction1099 $0.00, McLaurin, Erin | $ 84.00 | | $ 1,131.65 |
| 01/24/13 | 5182135 | Processing Fee | $ 1.06 | | $ 1,130.59 |
| 01/24/13 | 5182139 | (102332)Association:PBSOA, Games 1010,1011,1013,1015,1017, Additions & Deductions $0.00, deduction1099 $0.00, Terrell, Taytum | $ 68.00 | | $ 1,062.59 |
| 01/24/13 | 5182139 | Processing Fee | $ 0.91 | | $ 1,061.68 |
| 02/09/13 | 5319116 | (102332)Association:PBSOA, Games 1049,1037,1040, Additions & Deductions $0.00, deduction1099 $0.00, Davis, Caleb | $ 34.00 | | $ 1,027.68 |
| 02/09/13 | 5319116 | Processing Fee | $ 0.91 | | $ 1,026.77 |
| 02/09/13 | 5319120 | (102332)Association:PBSOA, Games 1044,1059, Additions & Deductions $0.00, deduction1099 $0.00, Farley, Nathan | $ 42.00 | | $ 984.77 |
| 02/09/13 | 5319120 | Processing Fee | $ 0.91 | | $ 983.86 |
| 02/09/13 | 5319124 | (102332)Association:PBSOA, Games 1040,1043, Additions & Deductions $0.00, deduction1099 $0.00, Fortenberry, Nicole | $ 10.00 | | $ 973.86 |
| 02/09/13 | 5319124 | Processing Fee | $ 0.91 | | $ 972.95 |
| 02/09/13 | 5319128 | (102332)Association:PBSOA, Games 1029,1023,1024, Additions & Deductions $0.00, deduction1099 $0.00, Garner, Doug | $ 42.00 | | $ 930.95 |

| Account Creation Date | Account Number | Account Type | Currency | Description | Balance |
|---|---|---|---|---|---|
| 01/26/12 | 1398525160 | Assoc. Main | USD | Beginning Balance | $ 2,018.26 |
| 04/10/13 | 1398525160 | Assoc. Main | USD | Ending Balance | $ 1,043.54 |

| Date / Time | Transaction Number | Transaction Description | Debit | Credit | Balance |
|---|---|---|---|---|---|
| 02/09/13 | 5319128 | Processing Fee | $ 0.91 | | $ 930.04 |
| 02/09/13 | 5319132 | (102332)Association:PBSOA, Games 1054,1037,1033, Additions & Deductions $0.00, deduction1099 $0.00, Graddy, Will | $ 56.00 | | $ 874.04 |
| 02/09/13 | 5319132 | Processing Fee | $ 0.91 | | $ 873.13 |
| 02/09/13 | 5319136 | (102332)Association:PBSOA, Games 1034,1039,1043,1035, Additions & Deductions $0.00, deduction1099 $0.00, Hampton, Joan | $ 30.00 | | $ 843.13 |
| 02/09/13 | 5319136 | Processing Fee | $ 0.91 | | $ 842.22 |
| 02/09/13 | 5319140 | (102332)Association:PBSOA, Games 1056,1038,1047, Additions & Deductions $0.00, deduction1099 $0.00, Hampton, Kenneth "Tim" | $ 60.00 | | $ 782.22 |
| 02/09/13 | 5319140 | Processing Fee | $ 0.91 | | $ 781.31 |
| 02/09/13 | 5319144 | (102332)Association:PBSOA, Games 1049,1052,1053, Additions & Deductions $0.00, deduction1099 $0.00, Hines, III, Peyton | $ 62.00 | | $ 719.31 |
| 02/09/13 | 5319144 | Processing Fee | $ 0.91 | | $ 718.40 |
| 02/09/13 | 5319148 | (102332)Association:PBSOA, Games 1028,1059, Additions & Deductions $0.00, deduction1099 $0.00, Lunceford, Ryan | $ 28.00 | | $ 690.40 |
| 02/09/13 | 5319148 | Processing Fee | $ 0.91 | | $ 689.49 |
| 02/09/13 | 5319152 | (102332)Association:PBSOA, Games 1056,1059, Additions & Deductions $0.00, deduction1099 $0.00, McCall, Austin | $ 28.00 | | $ 661.49 |
| 02/09/13 | 5319152 | Processing Fee | $ 0.91 | | $ 660.58 |
| 02/09/13 | 5319156 | (102332)Association:PBSOA, Games 1052, Additions & Deductions $0.00, deduction1099 $0.00, McLaurin, Erin | $ 14.00 | | $ 646.58 |
| 02/09/13 | 5319156 | Processing Fee | $ 0.91 | | $ 645.67 |
| 02/09/13 | 5319160 | (102332)Association:PBSOA, Games 1020,10$8, Additions & Deductions $0.00, deduction1099 $0.00, Myers, Jacob | $ 38.00 | | $ 607.67 |
| 02/09/13 | 5319160 | Processing Fee | $ 0.91 | | $ 606.76 |
| 02/09/13 | 5319164 | (102332)Association:PBSOA, Games 1051, Additions & Deductions $0.00, deduction1099 $0.00, Necaise, Garret | $ 24.00 | | $ 582.76 |
| 02/09/13 | 5319164 | Processing Fee | $ 0.91 | | $ 581.85 |
| 02/09/13 | 5319168 | (102332)Association:PBSOA, Games 1049,1058, Additions & Deductions $0.00, deduction1099 $0.00, Pitts, Lauren | $ 28.00 | | $ 553.85 |
| 02/09/13 | 5319168 | Processing Fee | $ 0.91 | | $ 552.94 |
| 02/09/13 | 5319172 | (102332)Association:PBSOA, Games 1050,1051, Additions & Deductions $0.00, deduction1099 $0.00, Robertson, WIII | $ 28.00 | | $ 524.94 |
| 02/09/13 | 5319172 | Processing Fee | $ 0.91 | | $ 524.03 |
| 02/09/13 | 5319176 | (102332)Association:PBSOA, Games 1050,1058, Additions & Deductions $0.00, deduction1099 $0.00, Rodney, Yates | $ 28.00 | | $ 496.03 |
| 02/09/13 | 5319176 | Processing Fee | $ 0.91 | | $ 495.12 |
| 02/09/13 | 5319180 | (102332)Association:PBSOA, Games 1021,1022,1031, Additions & Deductions $0.00, deduction1099 $0.00, Rust, Michael | $ 42.00 | | $ 453.12 |
| 02/09/13 | 5319180 | Processing Fee | $ 0.91 | | $ 452.21 |
| 02/09/13 | 5319184 | (102332)Association:PBSOA, Games 1027, Additions & Deductions $0.00, deduction1099 $0.00, Sayre, Gillian | $ 14.00 | | $ 438.21 |
| 02/09/13 | 5319184 | Processing Fee | $ 0.91 | | $ 437.30 |
| 02/09/13 | 5319188 | (102332)Association:PBSOA, Games 1054,1052,1041, Additions & Deductions $0.00, deduction1099 $0.00, Simmons, Bailey | $ 38.00 | | $ 399.30 |
| 02/09/13 | 5319188 | Processing Fee | $ 0.91 | | $ 398.39 |
| 02/09/13 | 5319192 | (102332)Association:PBSOA, Games 1056,1038,1047, Additions & Deductions $0.00, deduction1099 $0.00, Simmons, Nick | $ 34.00 | | $ 364.39 |
| 02/09/13 | 5319192 | Processing Fee | $ 0.91 | | $ 363.48 |
| 02/09/13 | 5319196 | (102332)Association:PBSOA, Games 1055,1025,1061, Additions & Deductions $0.00, deduction1099 $0.00, Sumner, Morgan | $ 73.00 | | $ 290.48 |
| 02/09/13 | 5319196 | Processing Fee | $ 0.91 | | $ 289.57 |

| Account Creation Date | Account Number | Account Type | Currency | Description | Balance |
|---|---|---|---|---|---|
| 01/26/12 | 1398525160 | Assoc. Main | USD | Beginning Balance | $ 2,018.26 |
| 04/10/13 | 1398525160 | Assoc. Main | USD | Ending Balance | $ 1,043.54 |

| Date / Time | Transaction Number | Transaction Description | Debit | Credit | Balance |
|---|---|---|---|---|---|
| 02/09/13 | 5319200 | (102332)Association:PBSOA, Games 1036,1045,1035, Additions & Deductions $0.00, deduction1099 $0.00, Tabb, Mason | $ 54.00 | | $ 235.57 |
| 02/09/13 | 5319200 | Processing Fee | $ 0.91 | | $ 234.66 |
| 02/09/13 | 5319204 | (102332)Association:PBSOA, Games 1034,1046,1040, Additions & Deductions $0.00, deduction1099 $0.00, Tabb, Zac | $ 54.00 | | $ 180.66 |
| 02/09/13 | 5319204 | Processing Fee | $ 0.91 | | $ 179.75 |
| 02/09/13 | 5319208 | (102332)Association:PBSOA, Games 1019,1057, Additions & Deductions $0.00, deduction1099 $0.00, Terrell, Lachan | $ 28.00 | | $ 151.75 |
| 02/09/13 | 5319208 | Processing Fee | $ 0.91 | | $ 150.84 |
| 02/09/13 | 5319212 | (102332)Association:PBSOA, Games 1057, Additions & Deductions $0.00, deduction1099 $0.00, Terrell, Taytum | $ 14.00 | | $ 136.84 |
| 02/09/13 | 5319212 | Processing Fee | $ 0.91 | | $ 135.93 |
| 02/09/13 | 5319216 | (102332)Association:PBSOA, Games 1060,1030,1061, Additions & Deductions $0.00, deduction1099 $0.00, Tuck, Zach | $ 63.00 | | $ 72.93 |
| 02/09/13 | 5319216 | Processing Fee | $ 0.91 | | $ 72.02 |
| 02/09/13 | 5319220 | (102332)Association:PBSOA, Games 1055,1061, Additions & Deductions $0.00, deduction1099 $0.00, Weaver, Gates | $ 59.00 | | $ 13.02 |
| 02/09/13 | 5319220 | Processing Fee | $ 0.91 | | $ 12.11 |
| 02/14/13 | 5319112 | Upload Funds into RefPay (EFT) | | $ 300.00 | $ 312.11 |
| 02/15/13 | 5355384 | (102332)Association:PBSOA, Games 1050,1039,1041, Additions & Deductions $0.00, deduction1099 $0.00, Gladden, James | $ 60.00 | | $ 252.11 |
| 02/15/13 | 5355384 | Processing Fee | $ 0.91 | | $ 251.20 |
| 02/15/13 | 5355388 | (102332)Association:PBSOA, Games 1054,1057,1053, Additions & Deductions $0.00, deduction1099 $0.00, McGlinchey, John | $ 62.00 | | $ 189.20 |
| 02/15/13 | 5355388 | Processing Fee | $ 0.91 | | $ 188.29 |
| 02/15/13 | 5355392 | (102332)Association:PBSOA, Games 1055,1032,1051,1053, Additions & Deductions $0.00, deduction1099 $0.00, Stone, Tiffany | $ 56.00 | | $ 132.29 |
| 02/15/13 | 5355392 | Processing Fee | $ 0.91 | | $ 131.38 |
| 02/15/13 | 5355396 | (102332)Association:PBSOA, Games 1042,1048,1026, Additions & Deductions $0.00, deduction1099 $0.00, Welborn, Carlton | $ 50.00 | | $ 81.38 |
| 02/15/13 | 5355396 | Processing Fee | $ 0.91 | | $ 80.47 |
| 02/20/13 | 5355415 | Upload Funds into RefPay (EFT) | | $ 4,500.00 | $ 4,580.47 |
| 03/02/13 | 5460170 | (102332)Association:PBSOA, Games 1096,1097, Additions & Deductions $0.00, deduction1099 $0.00, Beck, Daniel | $ 28.00 | | $ 4,552.47 |
| 03/02/13 | 5460170 | Processing Fee | $ 0.91 | | $ 4,551.56 |
| 03/02/13 | 5460174 | (102332)Association:PBSOA, Games 1092,1094, Additions & Deductions $0.00, deduction1099 $0.00, Davis, Caleb | $ 28.00 | | $ 4,523.56 |
| 03/02/13 | 5460174 | Processing Fee | $ 0.91 | | $ 4,522.65 |
| 03/02/13 | 5460178 | (102332)Association:PBSOA, Games 1095,1098,1100, Additions & Deductions $0.00, deduction1099 $0.00, Earley, Patrick | $ 104.00 | | $ 4,418.65 |
| 03/02/13 | 5460178 | Processing Fee | $ 1.06 | | $ 4,417.59 |
| 03/02/13 | 5460182 | (102332)Association:PBSOA, Games 1092,1098, Additions & Deductions $0.00, deduction1099 $0.00, Farley, Nathan | $ 44.00 | | $ 4,373.59 |
| 03/02/13 | 5460182 | Processing Fee | $ 0.91 | | $ 4,372.68 |
| 03/02/13 | 5460186 | (102332)Association:PBSOA, Games 1109, Additions & Deductions $0.00, deduction1099 $0.00, Fortenberry, Nicole | $ 14.00 | | $ 4,358.68 |
| 03/02/13 | 5460186 | Processing Fee | $ 0.91 | | $ 4,357.77 |
| 03/02/13 | 5460190 | (102332)Association:PBSOA, Games 1112,1116,1107, Additions & Deductions $0.00, deduction1099 $0.00, Garner, Doug | $ 42.00 | | $ 4,315.77 |
| 03/02/13 | 5460190 | Processing Fee | $ 0.91 | | $ 4,314.86 |
| 03/02/13 | 5460194 | (102332)Association:PBSOA, Games 1087,1090,1100, Additions & Deductions $0.00, deduction1099 $0.00, Graddy, Will | $ 66.00 | | $ 4,248.86 |

| Account Creation Date | Account Number | Account Type | Currency | Description | Balance |
|---|---|---|---|---|---|
| 01/26/12 | 1398525160 | Assoc. Main | USD | Beginning Balance | $ 2,018.26 |
| 04/10/13 | 1398525160 | Assoc. Main | USD | Ending Balance | $ 1,043.54 |

| Date / Time | Transaction Number | Transaction Description | Debit | Credit | Balance |
|---|---|---|---|---|---|
| 03/02/13 | 5460194 | Processing Fee | $ 0.91 | | $ 4,247.95 |
| 03/02/13 | 5460198 | (102332)Association:PBSOA, Games 1088,1090, Additions & Deductions $0.00, deduction1099 $0.00, Green, Jourdan | $ 20.00 | | $ 4,227.95 |
| 03/02/13 | 5460198 | Processing Fee | $ 0.91 | | $ 4,227.04 |
| 03/02/13 | 5460202 | (102332)Association:PBSOA, Games 1087,1083, Additions & Deductions $0.00, deduction1099 $0.00, Hampton, Joan | $ 20.00 | | $ 4,207.04 |
| 03/02/13 | 5460202 | Processing Fee | $ 0.91 | | $ 4,206.13 |
| 03/02/13 | 5460206 | (102332)Association:PBSOA, Games 1091,1089,1103,1101, Additions & Deductions $0.00, deduction1099 $0.00, Hines, III, Peyton | $ 122.00 | | $ 4,084.13 |
| 03/02/13 | 5460206 | Processing Fee | $ 1.06 | | $ 4,083.07 |
| 03/02/13 | 5460210 | (102332)Association:PBSOA, Games 1082, Additions & Deductions $0.00, deduction1099 $0.00, Majors, Benjamin | $ 10.00 | | $ 4,073.07 |
| 03/02/13 | 5460210 | Processing Fee | $ 0.91 | | $ 4,072.16 |
| 03/02/13 | 5460214 | (102332)Association:PBSOA, Games 1096,1097, Additions & Deductions $0.00, deduction1099 $0.00, Martin, Todd | $ 28.00 | | $ 4,044.16 |
| 03/02/13 | 5460214 | Processing Fee | $ 0.91 | | $ 4,043.25 |
| 03/02/13 | 5460218 | (102332)Association:PBSOA, Games 1081,1093, Additions & Deductions $0.00, deduction1099 $0.00, McCall, Austin | $ 24.00 | | $ 4,019.25 |
| 03/02/13 | 5460218 | Processing Fee | $ 0.91 | | $ 4,018.34 |
| 03/02/13 | 5460222 | (102332)Association:PBSOA, Games 1088,1094,1086, Additions & Deductions $0.00, deduction1099 $0.00, McGlinchey, John | $ 52.00 | | $ 3,966.34 |
| 03/02/13 | 5460222 | Processing Fee | $ 0.91 | | $ 3,965.43 |
| 03/02/13 | 5460226 | (102332)Association:PBSOA, Games 1093, Additions & Deductions $0.00, deduction1099 $0.00, McLaurin, Erin | $ 14.00 | | $ 3,951.43 |
| 03/02/13 | 5460226 | Processing Fee | $ 0.91 | | $ 3,950.52 |
| 03/02/13 | 5460230 | (102332)Association:PBSOA, Games 1093,1104, Additions & Deductions $0.00, deduction1099 $0.00, Meek, Keith | $ 49.00 | | $ 3,901.52 |
| 03/02/13 | 5460230 | Processing Fee | $ 0.91 | | $ 3,900.61 |
| 03/02/13 | 5460234 | (102332)Association:PBSOA, Games 1115,1083,1086, Additions & Deductions $0.00, deduction1099 $0.00, Myers, Jacob | $ 50.00 | | $ 3,850.61 |
| 03/02/13 | 5460234 | Processing Fee | $ 0.91 | | $ 3,849.70 |
| 03/02/13 | 5460238 | (102332)Association:PBSOA, Games 1081,1096,1110, Additions & Deductions $0.00, deduction1099 $0.00, Necaise, Garret | $ 56.00 | | $ 3,793.70 |
| 03/02/13 | 5460238 | Processing Fee | $ 0.91 | | $ 3,792.79 |
| 03/02/13 | 5460242 | (102332)Association:PBSOA, Games 1082,1084,1097,1101, Additions & Deductions $0.00, deduction1099 $0.00, Rock, Mitchell | $ 95.00 | | $ 3,697.79 |
| 03/02/13 | 5460242 | Processing Fee | $ 1.06 | | $ 3,696.73 |
| 03/02/13 | 5460246 | (102332)Association:PBSOA, Games 1113,1117,1106, Additions & Deductions $0.00, deduction1099 $0.00, Rust, Michael | $ 42.00 | | $ 3,654.73 |
| 03/02/13 | 5460246 | Processing Fee | $ 0.91 | | $ 3,653.82 |
| 03/02/13 | 5460250 | (102332)Association:PBSOA, Games 1087,1094, Additions & Deductions $0.00, deduction1099 $0.00, Seymour, Kyren | $ 24.00 | | $ 3,629.82 |
| 03/02/13 | 5460250 | Processing Fee | $ 0.91 | | $ 3,628.91 |
| 03/02/13 | 5460254 | (102332)Association:PBSOA, Games 1091,1089, Additions & Deductions $0.00, deduction1099 $0.00, Simmons, Nick | $ 24.00 | | $ 3,604.91 |
| 03/02/13 | 5460254 | Processing Fee | $ 0.91 | | $ 3,604.00 |
| 03/02/13 | 5460258 | (102332)Association:PBSOA, Games 1114,1102,1100, Additions & Deductions $0.00, deduction1099 $0.00, Stone, Tiffany | $ 69.00 | | $ 3,535.00 |
| 03/02/13 | 5460258 | Processing Fee | $ 0.91 | | $ 3,534.09 |
| 03/02/13 | 5460262 | (102332)Association:PBSOA, Games 1102,1103,1104, Additions & Deductions $0.00, deduction1099 $0.00, Sumner, Morgan | $ 75.00 | | $ 3,459.09 |
| 03/02/13 | 5460262 | Processing Fee | $ 1.06 | | $ 3,458.03 |

| Account Creation Date | Account Number | Account Type | Currency | Description | Balance |
|---|---|---|---|---|---|
| 01/26/12 | 1398525160 | Assoc. Main | USD | Beginning Balance | $ 2,018.26 |
| 04/10/13 | 1398525160 | Assoc. Main | USD | Ending Balance | $ 1,043.54 |

| Date / Time | Transaction Number | Transaction Description | Debit | Credit | Balance |
|---|---|---|---|---|---|
| 03/02/13 | 5460266 | (102332)Association:PBSOA, Games 1095,1098, Additions & Deductions $0.00, deduction1099 $0.00, Swartzfager, Ashton | $ 44.00 | | $ 3,414.03 |
| 03/02/13 | 5460266 | Processing Fee | $ 0.91 | | $ 3,413.12 |
| 03/02/13 | 5460270 | (102332)Association:PBSOA, Games 1092,1085,1108, Additions & Deductions $0.00, deduction1099 $0.00, Tabb, Mason | $ 56.00 | | $ 3,357.12 |
| 03/02/13 | 5460270 | Processing Fee | $ 0.91 | | $ 3,356.21 |
| 03/02/13 | 5460274 | (102332)Association:PBSOA, Games 1095,1118,1119,1111,1101, Additions & Deductions $0.00, deduction1099 $0.00, Tuck, Zach | $ 91.00 | | $ 3,265.21 |
| 03/02/13 | 5460274 | Processing Fee | $ 1.06 | | $ 3,264.15 |
| 03/02/13 | 5460278 | (102332)Association:PBSOA, Games 1102,1103,1104, Additions & Deductions $-53.00, deduction1099 $-53.00, Weaver, Gates | $ 95.00 | | $ 3,169.15 |
| | | | | | |
| 03/02/13 | 5460278 | Processing Fee | $ 1.06 | | $ 3,169.15 |
| 03/02/13 | 5460282 | (102332)Association:PBSOA, Games 1091,1105, Additions & Deductions $0.00, deduction1099 $0.00, Welborn, Carlton | $ 28.00 | | $ 3,168.09 |
| 03/02/13 | 5460282 | Processing Fee | $ 0.91 | | $ 3,140.09 |
| 03/02/13 | 5460286 | (102332)Association:PBSOA, Games 1081,1085, Additions & Deductions $0.00, deduction1099 $0.00, White, Kyle | $ 20.00 | | $ 3,139.18 |
| 03/02/13 | 5460286 | Processing Fee | $ 0.91 | | $ 3,119.18 |
| 03/05/13 | 5483375 | (102332)Association:PBSOA, Games 1088,1090, Additions & Deductions $0.00, deduction1099 $0.00, Gunter, Rayna | $ 20.00 | | $ 3,118.27 |
| 03/05/13 | 5483375 | Processing Fee | $ 0.91 | | $ 3,098.27 |
| 03/10/13 | 5507483 | (102332)Association:PBSOA, Games 1153,1131,1121,1127,1164,1168, Additions & Deductions $0.00, deduction1099 $0.00, Cannon, Austin | $ 96.00 | | $ 3,097.36 |
| 03/10/13 | 5507483 | Processing Fee | $ 1.06 | | $ 3,001.36 |
| 03/10/13 | 5507487 | (102332)Association:PBSOA, Games 1139,1155, Additions & Deductions $0.00, deduction1099 $0.00, Davis, Caleb | $ 24.00 | | $ 3,000.30 |
| 03/10/13 | 5507487 | Processing Fee | $ 0.91 | | $ 2,976.30 |
| 03/10/13 | 5507491 | (102332)Association:PBSOA, Games 1141,1132,1134,1166,1165, Additions & Deductions $0.00, deduction1099 $0.00, Fortenberry, Nicole | $ 100.00 | | $ 2,975.39 |
| 03/10/13 | 5507491 | Processing Fee | $ 1.06 | | $ 2,875.39 |
| 03/10/13 | 5507495 | (102332)Association:PBSOA, Games 1130,1120,1122, Additions & Deductions $0.00, deduction1099 $0.00, Garner, Doug | $ 42.00 | | $ 2,874.33 |
| 03/10/13 | 5507495 | Processing Fee | $ 0.91 | | $ 2,832.33 |
| 03/10/13 | 5507499 | (102332)Association:PBSOA, Games 1138,1145,1157, Additions & Deductions $0.00, deduction1099 $0.00, Gladden, James | $ 71.00 | | $ 2,831.42 |
| 03/10/13 | 5507499 | Processing Fee | $ 0.91 | | $ 2,760.42 |
| 03/10/13 | 5507503 | (102332)Association:PBSOA, Games 1135,1138, Additions & Deductions $0.00, deduction1099 $0.00, Green, Jourdan | $ 20.00 | | $ 2,759.51 |
| 03/10/13 | 5507503 | Processing Fee | $ 0.91 | | $ 2,739.51 |
| 03/10/13 | 5507507 | (102332)Association:PBSOA, Games 1136,1138, Additions & Deductions $0.00, deduction1099 $0.00, Gunter, Rayna | $ 20.00 | | $ 2,738.60 |
| 03/10/13 | 5507507 | Processing Fee | $ 0.91 | | $ 2,718.60 |
| 03/10/13 | 5507511 | (102332)Association:PBSOA, Games 1136,1154, Additions & Deductions $0.00, deduction1099 $0.00, Hampton, Joan | $ 24.00 | | $ 2,717.69 |
| 03/10/13 | 5507511 | Processing Fee | $ 0.91 | | $ 2,693.69 |
| 03/10/13 | 5507515 | (102332)Association:PBSOA, Games 1142,1154,1157,1162,1167,1165, Additions & Deductions $0.00, deduction1099 $0.00, Hampton, Kenneth "Tim" | $ 151.00 | | $ 2,692.78 |
| 03/10/13 | 5507515 | Processing Fee | $ 1.33 | | $ 2,541.78 |
| | | | | | $ 2,540.45 |

| Account Creation Date | Account Number | Account Type | Currency | Description | Balance |
|---|---|---|---|---|---|
| 01/26/12 | 1398525160 | Assoc. Main | USD | Beginning Balance | $ 2,018.26 |
| 04/10/13 | 1398525160 | Assoc. Main | USD | Ending Balance | $ 1,043.54 |

| Date / Time | Transaction Number | Transaction Description | Debit | Credit | Balance |
|---|---|---|---|---|---|
| 03/10/13 | 5507519 | (102332)Association:PBSOA, Games 1129,1133,1139,1161,1125,1166,1167,1165, Additions & Deductions $0.00, deduction1099 $0.00, Hines, III, Peyton | $ 165.00 | | $ 2,375.45 |
| 03/10/13 | 5507519 | Processing Fee | $ 1.33 | | $ 2,374.12 |
| 03/10/13 | 5507523 | (102332)Association:PBSOA, Games 1144,1158,1159, Additions & Deductions $0.00, deduction1099 $0.00, Linares, Julio | $ 90.00 | | $ 2,284.12 |
| 03/10/13 | 5507523 | Processing Fee | $ 1.06 | | $ 2,283.06 |
| 03/10/13 | 5507527 | (102332)Association:PBSOA, Games 1148, Additions & Deductions $0.00, deduction1099 $0.00, Lunceford, Ryan | $ 14.00 | | $ 2,269.06 |
| 03/10/13 | 5507527 | Processing Fee | $ 0.91 | | $ 2,268.15 |
| 03/10/13 | 5507531 | (102332)Association:PBSOA, Games 1143,1145,1163, Additions & Deductions $0.00, deduction1099 $0.00, Martin, Todd | $ 44.00 | | $ 2,224.15 |
| 03/10/13 | 5507531 | Processing Fee | $ 0.91 | | $ 2,223.24 |
| 03/10/13 | 5507535 | (102332)Association:PBSOA, Games 1141,1143,1146, Additions & Deductions $0.00, deduction1099 $0.00, McCall, Austin | $ 30.00 | | $ 2,193.24 |
| 03/10/13 | 5507535 | Processing Fee | $ 0.91 | | $ 2,192.33 |
| 03/10/13 | 5507539 | (102332)Association:PBSOA, Games 1136,1137,1147,1155,1164,1168, Additions & Deductions $0.00, deduction1099 $0.00, McElroy, James | $ 108.00 | | $ 2,084.33 |
| 03/10/13 | 5507539 | Processing Fee | $ 1.06 | | $ 2,083.27 |
| 03/10/13 | 5507543 | (102332)Association:PBSOA, Games 1144,1146,1166,1164,1159, Additions & Deductions $0.00, deduction1099 $0.00, McGlinchey, John | $ 101.00 | | $ 1,982.27 |
| 03/10/13 | 5507543 | Processing Fee | $ 1.06 | | $ 1,981.21 |
| 03/10/13 | 5507547 | (102332)Association:PBSOA, Games 1148,1137,1140, Additions & Deductions $0.00, deduction1099 $0.00, Myers, Jacob | $ 34.00 | | $ 1,947.21 |
| 03/10/13 | 5507547 | Processing Fee | $ 0.91 | | $ 1,946.30 |
| 03/10/13 | 5507551 | (102332)Association:PBSOA, Games 1143,1140, Additions & Deductions $0.00, deduction1099 $0.00, Necaise, Garret | $ 36.00 | | $ 1,910.30 |
| 03/10/13 | 5507551 | Processing Fee | $ 0.91 | | $ 1,909.39 |
| 03/10/13 | 5507555 | (102332)Association:PBSOA, Games 1153,1150,1162, Additions & Deductions $0.00, deduction1099 $0.00, Robertson, Mason | $ 28.00 | | $ 1,881.39 |
| 03/10/13 | 5507555 | Processing Fee | $ 0.91 | | $ 1,880.48 |
| 03/10/13 | 5507559 | (102332)Association:PBSOA, Games 1153,1150,1162, Additions & Deductions $0.00, deduction1099 $0.00, Robertson, Will | $ 28.00 | | $ 1,852.48 |
| 03/10/13 | 5507559 | Processing Fee | $ 0.91 | | $ 1,851.57 |
| 03/10/13 | 5507563 | (102332)Association:PBSOA, Games 1148,1146,1126,1158,1159, Additions & Deductions $0.00, deduction1099 $0.00, Rock, Mitchell | $ 128.00 | | $ 1,723.57 |
| 03/10/13 | 5507563 | Processing Fee | $ 1.06 | | $ 1,722.51 |
| 03/10/13 | 5507567 | (102332)Association:PBSOA, Games 1142,1139, Additions & Deductions $0.00, deduction1099 $0.00, Rodney, Yates | $ 20.00 | | $ 1,702.51 |
| 03/10/13 | 5507567 | Processing Fee | $ 0.91 | | $ 1,701.60 |
| 03/10/13 | 5507571 | (102332)Association:PBSOA, Games 1123, Additions & Deductions $0.00, deduction1099 $0.00, Sayre, Gillian | $ 14.00 | | $ 1,687.60 |
| 03/10/13 | 5507571 | Processing Fee | $ 0.91 | | $ 1,686.69 |
| 03/10/13 | 5507575 | (102332)Association:PBSOA, Games 1135,1147,1155, Additions & Deductions $0.00, deduction1099 $0.00, Seymour, Kyren | $ 34.00 | | $ 1,652.69 |
| 03/10/13 | 5507575 | Processing Fee | $ 0.91 | | $ 1,651.78 |
| 03/10/13 | 5507579 | (102332)Association:PBSOA, Games 1144,1140,1208, Additions & Deductions $0.00, deduction1099 $0.00, Simmons, Nick | $ 34.00 | | $ 1,617.78 |
| 03/10/13 | 5507579 | Processing Fee | $ 0.91 | | $ 1,616.87 |
| 03/10/13 | 5507583 | (102332)Association:PBSOA, Games 1160,1161,1208,1157, Additions & Deductions $0.00, deduction1099 $0.00, Stone, Tiffany | $ 49.00 | | $ 1,567.87 |

| Account Creation Date | Account Number | Account Type | Currency | Description | Balance |
|---|---|---|---|---|---|
| 01/26/12 | 1398525160 | Assoc. Main | USD | Beginning Balance | $ 2,018.26 |
| 04/10/13 | 1398525160 | Assoc. Main | USD | Ending Balance | $ 1,043.54 |

| Date / Time | Transaction Number | Transaction Description | Debit | Credit | Balance |
|---|---|---|---|---|---|
| 03/10/13 | 5507583 | Processing Fee | $ 0.91 | | $ 1,566.96 |
| 03/10/13 | 5507587 | (102332)Association:PBSOA, Games 1160,1161,1147,1163,1167, Additions & Deductions $0.00, deduction1099 $0.00, Sumner, Morgan | $ 64.00 | | $ 1,502.96 |
| 03/10/13 | 5507587 | Processing Fee | $ 0.91 | | $ 1,502.05 |
| 03/10/13 | 5507591 | (102332)Association:PBSOA, Games 1135,1150,1208,1163,1158,1168, Additions & Deductions $0.00, deduction1099 $0.00, Tabb, Zac | $ 176.00 | | $ 1,326.05 |
| 03/10/13 | 5507591 | Processing Fee | $ 1.33 | | $ 1,324.72 |
| 03/10/13 | 5507595 | (102332)Association:PBSOA, Games 1128,1124, Additions & Deductions $0.00, deduction1099 $0.00, Welborn, Carlton | $ 28.00 | | $ 1,296.72 |
| 03/10/13 | 5507595 | Processing Fee | $ 0.91 | | $ 1,295.81 |
| 03/10/13 | 5507599 | (102332)Association:PBSOA, Games 1141,1154, Additions & Deductions $0.00, deduction1099 $0.00, White, Kyle | $ 24.00 | | $ 1,271.81 |
| 03/10/13 | 5507599 | Processing Fee | $ 0.91 | | $ 1,270.90 |
| 03/10/13 | 5507854 | (102332)Association:PBSOA, Games 1209, Additions & Deductions $0.00, deduction1099 $0.00, Cannon, Austin | $ 24.00 | | $ 1,246.90 |
| 03/10/13 | 5507854 | Processing Fee | $ 0.91 | | $ 1,245.99 |
| 03/10/13 | 5507858 | (102332)Association:PBSOA, Games 1209, Additions & Deductions $0.00, deduction1099 $0.00, McElroy, James | $ 24.00 | | $ 1,221.99 |
| 03/10/13 | 5507858 | Processing Fee | $ 0.91 | | $ 1,221.08 |
| 03/10/13 | 5507862 | (102332)Association:PBSOA, Games 1209, Additions & Deductions $0.00, deduction1099 $0.00, McGlinchey, John | $ 35.00 | | $ 1,186.08 |
| 03/10/13 | 5507862 | Processing Fee | $ 0.91 | | $ 1,185.17 |
| 03/11/13 | 5513259 | (102332)Association:PBSOA, Games 1142,1137,1145, Additions & Deductions $0.00, deduction1099 $0.00, Wilson, Jasmine | $ 30.00 | | $ 1,155.17 |
| 03/11/13 | 5513259 | Processing Fee | $ 0.91 | | $ 1,154.26 |
| 03/19/13 | 5563057 | (102332)Association:PBSOA, Games 1177,1179,1170,1214,1218,1224, Additions & Deductions $0.00, deduction1099 $0.00, Fortenberry, Nicole | $ 94.00 | | $ 1,060.26 |
| 03/19/13 | 5563057 | Processing Fee | $ 1.06 | | $ 1,059.20 |
| 03/19/13 | 5563061 | (102332)Association:PBSOA, Games 1195,1198,1207,1219,1226, Additions & Deductions $0.00, deduction1099 $0.00, Fortenberry, Sarah | $ 66.00 | | $ 993.20 |
| 03/19/13 | 5563061 | Processing Fee | $ 0.91 | | $ 992.29 |
| 03/19/13 | 5563065 | (102332)Association:PBSOA, Games 1190,1192,1212,1214,1223,1233, Additions & Deductions $0.00, deduction1099 $0.00, Gunter, Rayna | $ 68.00 | | $ 924.29 |
| 03/19/13 | 5563065 | Processing Fee | $ 0.91 | | $ 923.38 |
| 03/19/13 | 5563069 | (102332)Association:PBSOA, Games 1204,1232,1220,1224, Additions & Deductions $0.00, deduction1099 $0.00, Linares, Julio | $ 88.00 | | $ 835.38 |
| 03/19/13 | 5563069 | Processing Fee | $ 1.06 | | $ 834.32 |
| 03/19/13 | 5563073 | (102332)Association:PBSOA, Games 1191,1212, Additions & Deductions $0.00, deduction1099 $0.00, Majors, Benjamin | $ 22.00 | | $ 812.32 |
| 03/19/13 | 5563073 | Processing Fee | $ 0.91 | | $ 811.41 |
| 03/19/13 | 5563077 | (102332)Association:PBSOA, Games 1202,1205,1172,1175,1223,1233, Additions & Deductions $0.00, deduction1099 $0.00, Martin, Todd | $ 96.00 | | $ 715.41 |
| 03/19/13 | 5563077 | Processing Fee | $ 1.06 | | $ 714.35 |
| 03/19/13 | 5563081 | (102332)Association:PBSOA, Games 1201,1193,1206,1228,1210,1227, Additions & Deductions $0.00, deduction1099 $0.00, McLaurin, Erin | $ 66.00 | | $ 648.35 |
| 03/19/13 | 5563081 | Processing Fee | $ 0.91 | | $ 647.44 |
| 03/19/13 | 5563085 | (102332)Association:PBSOA, Games 1199,1200,1207,1221,1226, Additions & Deductions $0.00, deduction1099 $0.00, Rock, Mitchell | $ 112.00 | | $ 535.44 |
| 03/19/13 | 5563085 | Processing Fee | $ 1.06 | | $ 534.38 |

| Account Creation Date | Account Number | Account Type | Currency | Description | Balance |
|---|---|---|---|---|---|
| 01/26/12 | 1398525160 | Assoc. Main | USD | Beginning Balance | $ 2,018.26 |
| 04/10/13 | 1398525160 | Assoc. Main | USD | Ending Balance | $ 1,043.54 |

| Date / Time | Transaction Number | Transaction Description | Debit | Credit | Balance |
|---|---|---|---|---|---|
| 03/19/13 | 5563089 | (102332)Association:PBSOA, Games 1199,1200,1214,1221,1222, Additions & Deductions $0.00, deduction1099 $0.00, Sayre, Gillian | $ 64.00 | | $ 470.38 |
| 03/19/13 | 5563089 | Processing Fee | $ 0.91 | | $ 469.47 |
| 03/19/13 | 5563093 | (102332)Association:PBSOA, Games 1196,1200,1228,1218, Additions & Deductions $0.00, deduction1099 $0.00, Simmons, Bailey | $ 52.00 | | $ 417.47 |
| 03/19/13 | 5563093 | Processing Fee | $ 0.91 | | $ 416.56 |
| 03/19/13 | 5563097 | (102332)Association:PBSOA, Games 1191,1204,1232,1216,1221,1233, Additions & Deductions $0.00, deduction1099 $0.00, Simmons, Nick | $ 68.00 | | $ 348.56 |
| 03/19/13 | 5563097 | Processing Fee | $ 0.91 | | $ 347.65 |
| 03/19/13 | 5563101 | (102332)Association:PBSOA, Games 1176,1181,1171,1174,1217,1226, Additions & Deductions $0.00, deduction1099 $0.00, Terrell, Lachan | $ 80.00 | | $ 267.65 |
| 03/19/13 | 5563101 | Processing Fee | $ 1.06 | | $ 266.59 |
| 03/19/13 | 5563105 | (102332)Association:PBSOA, Games 1190,1205,1194,1215,1227, Additions & Deductions $0.00, deduction1099 $0.00, Terrell, Taytum | $ 62.00 | | $ 204.59 |
| 03/19/13 | 5563105 | Processing Fee | $ 0.91 | | $ 203.68 |
| 03/19/13 | 5563109 | (102332)Association:PBSOA, Games 1178,1169,1194,1213,1210,1225, Additions & Deductions $0.00, deduction1099 $0.00, Tuck, Zach | $ 82.00 | | $ 121.68 |
| 03/19/13 | 5563109 | Processing Fee | $ 1.06 | | $ 120.62 |
| 03/19/13 | 5563113 | (102332)Association:PBSOA, Games 1196,1192,1207,1219, Additions & Deductions $0.00, deduction1099 $0.00, Wilson, Jasmine | $ 50.00 | | $ 70.62 |
| 03/19/13 | 5563113 | Processing Fee | $ 0.91 | | $ 69.71 |
| 03/19/13 | 5529163 | Upload Funds into RefPay (EFT) | | $ 6,000.00 | $ 6,069.71 |
| 03/19/13 | 5566606 | (102332)Association:PBSOA, Games 1191,1192,1212,1213,1219,1225, Additions & Deductions $0.00, deduction1099 $0.00, Cannon, Austin | $ 116.00 | | $ 5,953.71 |
| 03/19/13 | 5566606 | Processing Fee | $ 1.06 | | $ 5,952.65 |
| 03/19/13 | 5566610 | (102332)Association:PBSOA, Games 1201,1205,1194,1218, Additions & Deductions $0.00, deduction1099 $0.00, Davis, Caleb | $ 42.00 | | $ 5,910.65 |
| 03/19/13 | 5566610 | Processing Fee | $ 0.91 | | $ 5,909.74 |
| 03/19/13 | 5566614 | (102332)Association:PBSOA, Games 1190,1197,1173,1217,1222, Additions & Deductions $0.00, deduction1099 $0.00, Gladden, James | $ 96.00 | | $ 5,813.74 |
| 03/19/13 | 5566614 | Processing Fee | $ 1.06 | | $ 5,812.68 |
| 03/19/13 | 5566618 | (102332)Association:PBSOA, Games 1202,1204,1206,1213,1224, Additions & Deductions $0.00, deduction1099 $0.00, Hampton, Joan | $ 54.00 | | $ 5,758.68 |
| 03/19/13 | 5566618 | Processing Fee | $ 0.91 | | $ 5,757.77 |
| 03/19/13 | 5566622 | (102332)Association:PBSOA, Games 1269, Additions & Deductions $0.00, deduction1099 $0.00, Hampton, Kenneth "Tim" | $ 35.00 | | $ 5,722.77 |
| 03/19/13 | 5566622 | Processing Fee | $ 0.91 | | $ 5,721.86 |
| 03/19/13 | 5566626 | (102332)Association:PBSOA, Games 1196,1197,1216,1210, Additions & Deductions $0.00, deduction1099 $0.00, Hampton, Kenneth "Tim" | $ 78.00 | | $ 5,643.86 |
| 03/19/13 | 5566626 | Processing Fee | $ 1.06 | | $ 5,642.80 |
| 03/19/13 | 5566630 | (102332)Association:PBSOA, Games 1195,1198,1228,1223,1227, Additions & Deductions $0.00, deduction1099 $0.00, McGlinchey, John | $ 98.00 | | $ 5,544.80 |
| 03/19/13 | 5566630 | Processing Fee | $ 1.06 | | $ 5,543.74 |
| 03/19/13 | 5566634 | (102332)Association:PBSOA, Games 1269, Additions & Deductions $0.00, deduction1099 $0.00, Robertson, Mason | $ 24.00 | | $ 5,519.74 |
| 03/19/13 | 5566634 | Processing Fee | $ 0.91 | | $ 5,518.83 |
| 03/19/13 | 5566638 | (102332)Association:PBSOA, Games 1269, Additions & Deductions $0.00, deduction1099 $0.00, Robertson, Will | $ 24.00 | | $ 5,494.83 |
| 03/19/13 | 5566638 | Processing Fee | $ 0.91 | | $ 5,493.92 |
| 03/19/13 | 5566642 | (102332)Association:PBSOA, Games 1199,1180,1182,1183,1220, Additions & Deductions $0.00, deduction1099 $0.00, Rust, Michael | $ 76.00 | | $ 5,417.92 |

| Account Creation Date | Account Number | Account Type | Currency | Description | Balance |
|---|---|---|---|---|---|
| 01/26/12 | 1398525160 | Assoc. Main | USD | Beginning Balance | $ 2,018.26 |
| 04/10/13 | 1398525160 | Assoc. Main | USD | Ending Balance | $ 1,043.54 |

| Date / Time | Transaction Number | Transaction Description | Debit | Credit | Balance |
|---|---|---|---|---|---|
| 03/19/13 | 5566642 | Processing Fee | $ 1.06 | | $ 5,416.86 |
| 03/19/13 | 5566646 | (102332)Association:PBSOA, Games 1160,1267, Additions & Deductions $0.00, deduction1099 $0.00, Schaefer, Christoph | $ 35.00 | | $ 5,381.86 |
| 03/19/13 | 5566646 | Processing Fee | $ 0.91 | | $ 5,380.95 |
| 03/19/13 | 5566650 | (102332)Association:PBSOA, Games 1202,1193,1232,1216,1217,1222, Additions & Deductions $0.00, deduction1099 $0.00, Seymour, Kyren | $ 68.00 | | $ 5,312.95 |
| 03/19/13 | 5566650 | Processing Fee | $ 0.91 | | $ 5,312.04 |
| 03/19/13 | 5566654 | (102332)Association:PBSOA, Games 1195,1197, Additions & Deductions $0.00, deduction1099 $0.00, White, Kyle | $ 28.00 | | $ 5,284.04 |
| 03/19/13 | 5566654 | Processing Fee | $ 0.91 | | $ 5,283.13 |
| 03/19/13 | 5569814 | (102332)Association:PBSOA, Games 1267,1268, Additions & Deductions $0.00, deduction1099 $0.00, Sumner, Morgan | $ 48.00 | | $ 5,235.13 |
| 03/19/13 | 5569814 | Processing Fee | $ 0.91 | | $ 5,234.22 |
| 03/19/13 | 5569818 | (102332)Association:PBSOA, Games 1201,1193,1206,1215,1220,1225, Additions & Deductions ($75.00), deduction1099 $0.00, Sumner, Morgan | $ 31.00 | | $ 5,203.22 |
| 03/19/13 | 5569818 | Processing Fee | $ 0.91 | | $ 5,202.31 |
| 03/21/13 | 5584075 | (102332)Association:PBSOA, Games 1267,1268,1201,1193,1206,1215,1220,1225, Additions & Deductions ($75.00), deduction1099 $0.00, Sumner, Morgan | $ 79.00 | | $ 5,123.31 |
| 03/21/13 | 5584075 | Processing Fee | $ 1.06 | | $ 5,122.25 |
| 03/21/13 | 5584106 | (102332)Association:PBSOA, Games 1267,1268, Additions & Deductions ($25.00), deduction1099 $0.00, Stone, Tiffany | $ 23.00 | | $ 5,099.25 |
| 03/21/13 | 5584106 | Processing Fee | $ 0.91 | | $ 5,098.34 |
| 03/25/13 | 5604930 | (102332)Association:PBSOA, Games 1249,1251,1257, Additions & Deductions $0.00, deduction1099 $0.00, Acred, Jr, Adam (AJ) | $ 30.00 | | $ 5,068.34 |
| 03/25/13 | 5604930 | Processing Fee | $ 0.91 | | $ 5,067.43 |
| 03/25/13 | 5604934 | (102332)Association:PBSOA, Games 1263,1274,1270,1273, Additions & Deductions $0.00, deduction1099 $0.00, Cannon, Austin | $ 103.00 | | $ 4,964.43 |
| 03/25/13 | 5604934 | Processing Fee | $ 1.06 | | $ 4,963.37 |
| 03/25/13 | 5604938 | (102332)Association:PBSOA, Games 1250,1256, Additions & Deductions $0.00, deduction1099 $0.00, Carpenter, Erin | $ 20.00 | | $ 4,943.37 |
| 03/25/13 | 5604938 | Processing Fee | $ 0.91 | | $ 4,942.46 |
| 03/25/13 | 5604942 | (102332)Association:PBSOA, Games 1260,1265, Additions & Deductions $0.00, deduction1099 $0.00, Davis, Caleb | $ 28.00 | | $ 4,914.46 |
| 03/25/13 | 5604942 | Processing Fee | $ 0.91 | | $ 4,913.55 |
| 03/25/13 | 5604946 | (102332)Association:PBSOA, Games 1253,1266,1258,1272,1276,1282, Additions & Deductions $0.00, deduction1099 $0.00, Farley, Nathan | $ 146.00 | | $ 4,767.55 |
| 03/25/13 | 5604946 | Processing Fee | $ 1.06 | | $ 4,766.49 |
| 03/25/13 | 5604950 | (102332)Association:PBSOA, Games 1234,1238,1243,1248, Additions & Deductions $0.00, deduction1099 $0.00, Garner, Doug | $ 56.00 | | $ 4,710.49 |
| 03/25/13 | 5604950 | Processing Fee | $ 0.91 | | $ 4,709.58 |
| 03/25/13 | 5604954 | (102332)Association:PBSOA, Games 1260,1251,1258, Additions & Deductions $0.00, deduction1099 $0.00, Gladden, James | $ 60.00 | | $ 4,649.58 |
| 03/25/13 | 5604954 | Processing Fee | $ 0.91 | | $ 4,648.67 |
| 03/25/13 | 5604958 | (102332)Association:PBSOA, Games 1254,1265,1247,1271,1282, Additions & Deductions $0.00, deduction1099 $0.00, Graddy, Will | $ 125.00 | | $ 4,523.67 |
| 03/25/13 | 5604958 | Processing Fee | $ 1.06 | | $ 4,522.61 |
| 03/25/13 | 5604962 | (102332)Association:PBSOA, Games 1253,1265, Additions & Deductions $0.00, deduction1099 $0.00, Gunter, Rayna | $ 24.00 | | $ 4,498.61 |
| 03/25/13 | 5604962 | Processing Fee | $ 0.91 | | $ 4,497.70 |

| Account Creation Date | Account Number | Account Type | Currency | Description | Balance |
|---|---|---|---|---|---|
| 01/26/12 | 1398525160 | Assoc. Main | USD | Beginning Balance | $ 2,018.26 |
| 04/10/13 | 1398525160 | Assoc. Main | USD | Ending Balance | $ 1,043.54 |

| Date / Time | Transaction Number | Transaction Description | Debit | Credit | Balance |
|---|---|---|---|---|---|
| 03/25/13 | 5604966 | (102332)Association:PBSOA, Games 1264,1266, Additions & Deductions $0.00, deduction1099 $0.00, Hampton, Joan | $ 28.00 | | $ 4,469.70 |
| 03/25/13 | 5604966 | Processing Fee | $ 0.91 | | $ 4,468.79 |
| 03/25/13 | 5604970 | (102332)Association:PBSOA, Games 1263,1252,1257,1272, Additions & Deductions $0.00, deduction1099 $0.00, Hampton, Kenneth "Tim" | $ 84.00 | | $ 4,384.79 |
| 03/25/13 | 5604970 | Processing Fee | $ 1.06 | | $ 4,383.73 |
| 03/25/13 | 5604974 | (102332)Association:PBSOA, Games 1250,1252, Additions & Deductions $0.00, deduction1099 $0.00, Lord, Amy | $ 20.00 | | $ 4,363.73 |
| 03/25/13 | 5604974 | Processing Fee | $ 0.91 | | $ 4,362.82 |
| 03/25/13 | 5604978 | (102332)Association:PBSOA, Games 1263,1261,1257,1275,1273, Additions & Deductions $0.00, deduction1099 $0.00, Lunceford, Ryan | $ 86.00 | | $ 4,276.82 |
| 03/25/13 | 5604978 | Processing Fee | $ 1.06 | | $ 4,275.76 |
| 03/25/13 | 5604982 | (102332)Association:PBSOA, Games 1235,1239,1244,1280,1276, Additions & Deductions $0.00, deduction1099 $0.00, Martin, Todd | $ 90.00 | | $ 4,185.76 |
| 03/25/13 | 5604982 | Processing Fee | $ 1.06 | | $ 4,184.70 |
| 03/25/13 | 5604986 | (102332)Association:PBSOA, Games 1259,1256,1280,1281,1282, Additions & Deductions $0.00, deduction1099 $0.00, McGlinchey, John | $ 126.00 | | $ 4,058.70 |
| 03/25/13 | 5604986 | Processing Fee | $ 1.06 | | $ 4,057.64 |
| 03/25/13 | 5604990 | (102332)Association:PBSOA, Games 1249,1261,1275,1271, Additions & Deductions ($25.00), deduction1099 $0.00, Meek, Keith | $ 87.00 | | $ 3,970.64 |
| 03/25/13 | 5604990 | Processing Fee | $ 1.06 | | $ 3,969.58 |
| 03/25/13 | 5604994 | (102332)Association:PBSOA, Games 1236,1240,1245,1272,1281, Additions & Deductions $0.00, deduction1099 $0.00, Myers, Jacob | $ 90.00 | | $ 3,879.58 |
| 03/25/13 | 5604994 | Processing Fee | $ 1.06 | | $ 3,878.52 |
| 03/25/13 | 5604998 | (102332)Association:PBSOA, Games 1264,1255,1270,1281, Additions & Deductions $0.00, deduction1099 $0.00, Necaise, Garret | $ 106.00 | | $ 3,772.52 |
| 03/25/13 | 5604998 | Processing Fee | $ 1.06 | | $ 3,771.46 |
| 03/25/13 | 5605002 | (102332)Association:PBSOA, Games 1260,1261,1258, Additions & Deductions $0.00, deduction1099 $0.00, Simmons, Nick | $ 38.00 | | $ 3,733.46 |
| 03/25/13 | 5605002 | Processing Fee | $ 0.91 | | $ 3,732.55 |
| 03/25/13 | 5605006 | (102332)Association:PBSOA, Games 1237,1242,1241,1275,1271, Additions & Deductions $0.00, deduction1099 $0.00, Sumner, Morgan | $ 101.00 | | $ 3,631.55 |
| 03/25/13 | 5605006 | Processing Fee | $ 1.06 | | $ 3,630.49 |
| 03/25/13 | 5605010 | (102332)Association:PBSOA, Games 1250,1262,1280,1276, Additions & Deductions $0.00, deduction1099 $0.00, Swartzfager, Ashton | $ 101.00 | | $ 3,529.49 |
| 03/25/13 | 5605010 | Processing Fee | $ 1.06 | | $ 3,528.43 |
| 03/25/13 | 5605014 | (102332)Association:PBSOA, Games 1259,1274, Additions & Deductions $0.00, deduction1099 $0.00, Tabb, Mason | $ 48.00 | | $ 3,480.43 |
| 03/25/13 | 5605014 | Processing Fee | $ 0.91 | | $ 3,479.52 |
| 03/25/13 | 5605018 | (102332)Association:PBSOA, Games 1259,1274,1270, Additions & Deductions $0.00, deduction1099 $0.00, Tabb, Zac | $ 79.00 | | $ 3,400.52 |
| 03/25/13 | 5605018 | Processing Fee | $ 1.06 | | $ 3,399.46 |
| 03/25/13 | 5605022 | (102332)Association:PBSOA, Games 1262,1246,1273, Additions & Deductions $0.00, deduction1099 $0.00, Welborn, Carlton | $ 52.00 | | $ 3,347.46 |
| 03/25/13 | 5605022 | Processing Fee | $ 0.91 | | $ 3,346.55 |
| 03/25/13 | 5605026 | (102332)Association:PBSOA, Games 1264,1266, Additions & Deductions $0.00, deduction1099 $0.00, Wilson, Jasmine | $ 28.00 | | $ 3,318.55 |
| 03/25/13 | 5605026 | Processing Fee | $ 0.91 | | $ 3,317.64 |
| 03/27/13 | 5617520 | (102332)Association:PBSOA, Games 1253,1251, Additions & Deductions $0.00, deduction1099 $0.00, Starns, Maggie | $ 20.00 | | $ 3,297.64 |

| Account Creation Date | Account Number | Account Type | Currency | Description | Balance |
|---|---|---|---|---|---|
| 01/26/12 | 1398525160 | Assoc. Main | USD | Beginning Balance | $ 2,018.26 |
| 04/10/13 | 1398525160 | Assoc. Main | USD | Ending Balance | $ 1,043.54 |

| Date / Time | Transaction Number | Transaction Description | Debit | Credit | Balance |
|---|---|---|---|---|---|
| 03/27/13 | 5617520 | Processing Fee | $ 0.91 | | $ 3,296.73 |
| 04/01/13 | 5656609 | (102332)Association:PBSOA, Games 1249,1252, Additions & Deductions $0.00, deduction1099 $0.00, Anderson, Luke | $ 20.00 | | $ 3,276.73 |
| 04/01/13 | 5656609 | Processing Fee | $ 0.91 | | $ 3,275.82 |
| 04/01/13 | 5656613 | (102332)Association:PBSOA, Games 1283,1288,1286,1287, Additions & Deductions $0.00, deduction1099 $0.00, Graddy, Will | $ 60.00 | | $ 3,215.82 |
| 04/01/13 | 5656613 | Processing Fee | $ 0.91 | | $ 3,214.91 |
| 04/01/13 | 5656617 | (102332)Association:PBSOA, Games 1283,1288,1286,1287, Additions & Deductions $0.00, deduction1099 $0.00, McGlinchey, John | $ 70.00 | | $ 3,144.91 |
| 04/01/13 | 5656617 | Processing Fee | $ 0.91 | | $ 3,144.00 |
| 04/01/13 | 5656621 | (102332)Association:PBSOA, Games 1288,1286,1287, Additions & Deductions $0.00, deduction1099 $0.00, Rock, Mitchell | $ 70.00 | | $ 3,074.00 |
| 04/01/13 | 5656621 | Processing Fee | $ 0.91 | | $ 3,073.09 |
| 04/06/13 | 5715024 | (102332)Association:PBSOA, Games 1309,1312, Additions & Deductions $0.00, deduction1099 $0.00, Acred, Jr, Adam (AJ) | $ 20.00 | | $ 3,053.09 |
| 04/06/13 | 5715024 | Processing Fee | $ 0.91 | | $ 3,052.18 |
| 04/06/13 | 5715028 | (102332)Association:PBSOA, Games 1310,1311,1307, Additions & Deductions $0.00, deduction1099 $0.00, Anderson, Luke | $ 30.00 | | $ 3,022.18 |
| 04/06/13 | 5715028 | Processing Fee | $ 0.91 | | $ 3,021.27 |
| 04/06/13 | 5715032 | (102332)Association:PBSOA, Games 1309,1320,1322, Additions & Deductions $0.00, deduction1099 $0.00, Cannon, Austin | $ 82.00 | | $ 2,939.27 |
| 04/06/13 | 5715032 | Processing Fee | $ 1.06 | | $ 2,938.21 |
| 04/06/13 | 5715036 | (102332)Association:PBSOA, Games 1318,1320, Additions & Deductions $0.00, deduction1099 $0.00, Davis, Caleb | $ 28.00 | | $ 2,910.21 |
| 04/06/13 | 5715036 | Processing Fee | $ 0.91 | | $ 2,909.30 |
| 04/06/13 | 5715040 | (102332)Association:PBSOA, Games 1317,1315, Additions & Deductions $0.00, deduction1099 $0.00, Farley, Nathan | $ 28.00 | | $ 2,881.30 |
| 04/06/13 | 5715040 | Processing Fee | $ 0.91 | | $ 2,880.39 |
| 04/06/13 | 5715044 | (102332)Association:PBSOA, Games 1289,1296,1295, Additions & Deductions $0.00, deduction1099 $0.00, Garner, Doug | $ 42.00 | | $ 2,838.39 |
| 04/06/13 | 5715044 | Processing Fee | $ 0.91 | | $ 2,837.48 |
| 04/06/13 | 5715048 | (102332)Association:PBSOA, Games 1317,1312,1299, Additions & Deductions $0.00, deduction1099 $0.00, Gladden, James | $ 56.00 | | $ 2,781.48 |
| 04/06/13 | 5715048 | Processing Fee | $ 0.91 | | $ 2,780.57 |
| 04/06/13 | 5715052 | (102332)Association:PBSOA, Games 1318,1306,1298,1322, Additions & Deductions $0.00, deduction1099 $0.00, Graddy, Will | $ 86.00 | | $ 2,694.57 |
| 04/06/13 | 5715052 | Processing Fee | $ 1.06 | | $ 2,693.51 |
| 04/06/13 | 5715056 | (102332)Association:PBSOA, Games 1304,1306,1308, Additions & Deductions $0.00, deduction1099 $0.00, Hampton, Joan | $ 30.00 | | $ 2,663.51 |
| 04/06/13 | 5715056 | Processing Fee | $ 0.91 | | $ 2,662.60 |
| 04/06/13 | 5715060 | (102332)Association:PBSOA, Games 1304, Additions & Deductions $0.00, deduction1099 $0.00, Lunceford, Ryan | $ 10.00 | | $ 2,652.60 |
| 04/06/13 | 5715060 | Processing Fee | $ 0.91 | | $ 2,651.69 |
| 04/06/13 | 5715064 | (102332)Association:PBSOA, Games 1303,1305, Additions & Deductions $0.00, deduction1099 $0.00, Majors, Benjamin | $ 20.00 | | $ 2,631.69 |
| 04/06/13 | 5715064 | Processing Fee | $ 0.91 | | $ 2,630.78 |
| 04/06/13 | 5715068 | (102332)Association:PBSOA, Games 1291,1293,1321, Additions & Deductions $0.00, deduction1099 $0.00, Martin, Todd | $ 58.00 | | $ 2,572.78 |
| 04/06/13 | 5715068 | Processing Fee | $ 0.91 | | $ 2,571.87 |
| 04/06/13 | 5715072 | (102332)Association:PBSOA, Games 1314,1311,1307, Additions & Deductions $0.00, deduction1099 $0.00, McGlinchey, John | $ 60.00 | | $ 2,511.87 |
| 04/06/13 | 5715072 | Processing Fee | $ 0.91 | | $ 2,510.96 |

| Account Creation Date | Account Number | Account Type | Currency | Description | Balance |
|---|---|---|---|---|---|
| 01/26/12 | 1398525160 | Assoc. Main | USD | Beginning Balance | $ 2,018.26 |
| 04/10/13 | 1398525160 | Assoc. Main | USD | Ending Balance | $ 1,043.54 |

| Date / Time | Transaction Number | Transaction Description | Debit | Credit | Balance |
|---|---|---|---|---|---|
| 04/06/13 | 5715076 | (102332)Association:PBSOA, Games 1313,1320, Additions & Deductions $0.00, deduction1099 $0.00, McLaurin, Erin | $ 28.00 | | $ 2,482.96 |
| 04/06/13 | 5715076 | Processing Fee | $ 0.91 | | $ 2,482.05 |
| 04/06/13 | 5715080 | (102332)Association:PBSOA, Games 1304,1316,1322, Additions & Deductions $0.00, deduction1099 $0.00, Myers, Jacob | $ 72.00 | | $ 2,410.05 |
| 04/06/13 | 5715080 | Processing Fee | $ 0.91 | | $ 2,409.14 |
| 04/06/13 | 5715084 | (102332)Association:PBSOA, Games 1314,1316, Additions & Deductions $0.00, deduction1099 $0.00, Rodney, Yates | $ 28.00 | | $ 2,381.14 |
| 04/06/13 | 5715084 | Processing Fee | $ 0.91 | | $ 2,380.23 |
| 04/06/13 | 5715088 | (102332)Association:PBSOA, Games 1310,1306,1294, Additions & Deductions $0.00, deduction1099 $0.00, Sayre, Gillian | $ 34.00 | | $ 2,346.23 |
| 04/06/13 | 5715088 | Processing Fee | $ 0.91 | | $ 2,345.32 |
| 04/06/13 | 5715092 | (102332)Association:PBSOA, Games 1308, Additions & Deductions $0.00, deduction1099 $0.00, Seymour, Kyren | $ 10.00 | | $ 2,335.32 |
| 04/06/13 | 5715092 | Processing Fee | $ 0.91 | | $ 2,334.41 |
| 04/06/13 | 5715096 | (102332)Association:PBSOA, Games 1318,1315, Additions & Deductions $0.00, deduction1099 $0.00, Simmons, Bailey | $ 28.00 | | $ 2,306.41 |
| 04/06/13 | 5715096 | Processing Fee | $ 0.91 | | $ 2,305.50 |
| 04/06/13 | 5715100 | (102332)Association:PBSOA, Games 1317,1319, Additions & Deductions $0.00, deduction1099 $0.00, Simmons, Nick | $ 28.00 | | $ 2,277.50 |
| 04/06/13 | 5715100 | Processing Fee | $ 0.91 | | $ 2,276.59 |
| 04/06/13 | 5715104 | (102332)Association:PBSOA, Games 1303,1311,1307, Additions & Deductions $0.00, deduction1099 $0.00, Starns, Betsy | $ 30.00 | | $ 2,246.59 |
| 04/06/13 | 5715104 | Processing Fee | $ 0.91 | | $ 2,245.68 |
| 04/06/13 | 5715108 | (102332)Association:PBSOA, Games 1310,1315,1308, Additions & Deductions $0.00, deduction1099 $0.00, Swartzfager, Ashton | $ 60.00 | | $ 2,185.68 |
| 04/06/13 | 5715108 | Processing Fee | $ 0.91 | | $ 2,184.77 |
| 04/06/13 | 5715112 | (102332)Association:PBSOA, Games 1313,1297,1321,1302,1323, Additions & Deductions $0.00, deduction1099 $0.00, Tabb, Mason | $ 122.00 | | $ 2,062.77 |
| 04/06/13 | 5715112 | Processing Fee | $ 1.06 | | $ 2,061.71 |
| 04/06/13 | 5715116 | (102332)Association:PBSOA, Games 1303,1319,1301,1323, Additions & Deductions $0.00, deduction1099 $0.00, Tabb, Zac | $ 96.00 | | $ 1,965.71 |
| 04/06/13 | 5715116 | Processing Fee | $ 1.06 | | $ 1,964.65 |
| 04/06/13 | 5715120 | (102332)Association:PBSOA, Games 1313,1316, Additions & Deductions $0.00, deduction1099 $0.00, Terrell, Taytum | $ 28.00 | | $ 1,936.65 |
| 04/06/13 | 5715120 | Processing Fee | $ 0.91 | | $ 1,935.74 |
| 04/06/13 | 5715124 | (102332)Association:PBSOA, Games 1290,1292,1321,1300,1323, Additions & Deductions $0.00, deduction1099 $0.00, Tuck, Zach | $ 102.00 | | $ 1,833.74 |
| 04/06/13 | 5715124 | Processing Fee | $ 1.06 | | $ 1,832.68 |
| 04/06/13 | 5715128 | (102332)Association:PBSOA, Games 1305, Additions & Deductions $0.00, deduction1099 $0.00, Welborn, Carlton | $ 18.00 | | $ 1,814.68 |
| 04/06/13 | 5715128 | Processing Fee | $ 0.91 | | $ 1,813.77 |
| 04/06/13 | 5715132 | (102332)Association:PBSOA, Games 1309,1312, Additions & Deductions $0.00, deduction1099 $0.00, White, Kyle | $ 20.00 | | $ 1,793.77 |
| 04/06/13 | 5715132 | Processing Fee | $ 0.91 | | $ 1,792.86 |
| 04/06/13 | 5715136 | (102332)Association:PBSOA, Games 1314,1319, Additions & Deductions $0.00, deduction1099 $0.00, Wilson, Jasmine | $ 28.00 | | $ 1,764.86 |
| 04/06/13 | 5715136 | Processing Fee | $ 0.91 | | $ 1,763.95 |
| 04/10/13 | 5735609 | (102332)Association:PBSOA, Games 1357,1360,1371, Additions & Deductions $0.00, deduction1099 $0.00, Davis, Caleb | $ 38.00 | | $ 1,725.95 |
| 04/10/13 | 5735609 | Processing Fee | $ 0.91 | | $ 1,725.04 |

| Account Creation Date | Account Number | Account Type | Currency | Description | Balance |
|---|---|---|---|---|---|
| 01/26/12 | 1398525160 | Assoc. Main | USD | Beginning Balance | $ 2,018.26 |
| 04/10/13 | 1398525160 | Assoc. Main | USD | Ending Balance | $ 1,043.54 |

| Date / Time | Transaction Number | Transaction Description | Debit | Credit | Balance |
|---|---|---|---|---|---|
| 04/10/13 | 5735613 | (102332)Association:PBSOA, Games 1362, Additions & Deductions $0.00, deduction1099 $0.00, Farley, Nathan | $ 14.00 | | $ 1,711.04 |
| 04/10/13 | 5735613 | Processing Fee | $ 0.91 | | $ 1,710.13 |
| 04/10/13 | 5735617 | (102332)Association:PBSOA, Games 1353,1363,1365,1376, Additions & Deductions $0.00, deduction1099 $0.00, Garner, Doug | $ 52.00 | | $ 1,658.13 |
| 04/10/13 | 5735617 | Processing Fee | $ 0.91 | | $ 1,657.22 |
| 04/10/13 | 5735621 | (102332)Association:PBSOA, Games 1354,1361,1368,1370, Additions & Deductions $0.00, deduction1099 $0.00, Graddy, Will | $ 52.00 | | $ 1,605.22 |
| 04/10/13 | 5735621 | Processing Fee | $ 0.91 | | $ 1,604.31 |
| 04/10/13 | 5735625 | (102332)Association:PBSOA, Games 1283,1356,1360, Additions & Deductions $0.00, deduction1099 $0.00, Hampton, Kenneth "Tim" | $ 42.00 | | $ 1,562.31 |
| 04/10/13 | 5735625 | Processing Fee | $ 0.91 | | $ 1,561.40 |
| 04/10/13 | 5735629 | (102332)Association:PBSOA, Games 1363, Additions & Deductions $0.00, deduction1099 $0.00, Lunceford, Ryan | $ 10.00 | | $ 1,551.40 |
| 04/10/13 | 5735629 | Processing Fee | $ 0.91 | | $ 1,550.49 |
| 04/10/13 | 5735633 | (102332)Association:PBSOA, Games 1359,1372, Additions & Deductions $0.00, deduction1099 $0.00, Majors, Benjamin | $ 24.00 | | $ 1,526.49 |
| 04/10/13 | 5735633 | Processing Fee | $ 0.91 | | $ 1,525.58 |
| 04/10/13 | 5735637 | (102332)Association:PBSOA, Games 1378, Additions & Deductions $0.00, deduction1099 $0.00, McCall, Austin | $ 10.00 | | $ 1,515.58 |
| 04/10/13 | 5735637 | Processing Fee | $ 0.91 | | $ 1,514.67 |
| 04/10/13 | 5735641 | (102332)Association:PBSOA, Games 1357,1359,1366,1370, Additions & Deductions $0.00, deduction1099 $0.00, McGlinchey, John | $ 80.00 | | $ 1,434.67 |
| 04/10/13 | 5735641 | Processing Fee | $ 1.06 | | $ 1,433.61 |
| 04/10/13 | 5735645 | (102332)Association:PBSOA, Games 1358,1362,1369,1372, Additions & Deductions $0.00, deduction1099 $0.00, Necaise, Garret | $ 70.00 | | $ 1,363.61 |
| 04/10/13 | 5735645 | Processing Fee | $ 0.91 | | $ 1,362.70 |
| 04/10/13 | 5735649 | (102332)Association:PBSOA, Games 1369,1372, Additions & Deductions $0.00, deduction1099 $0.00, Rodney, Yates | $ 20.00 | | $ 1,342.70 |
| 04/10/13 | 5735649 | Processing Fee | $ 0.91 | | $ 1,341.79 |
| 04/10/13 | 5735653 | (102332)Association:PBSOA, Games 1362, Additions & Deductions $0.00, deduction1099 $0.00, Rust, Michael | $ 14.00 | | $ 1,327.79 |
| 04/10/13 | 5735653 | Processing Fee | $ 0.91 | | $ 1,326.88 |
| 04/10/13 | 5735657 | (102332)Association:PBSOA, Games 1358,1361,1368,1371, Additions & Deductions $0.00, deduction1099 $0.00, Schaefer, Christoph | $ 84.00 | | $ 1,242.88 |
| 04/10/13 | 5735657 | Processing Fee | $ 1.06 | | $ 1,241.82 |
| 04/10/13 | 5735661 | (102332)Association:PBSOA, Games 1356,1360,1368,1370, Additions & Deductions $0.00, deduction1099 $0.00, Simmons, Bailey | $ 48.00 | | $ 1,193.82 |
| 04/10/13 | 5735661 | Processing Fee | $ 0.91 | | $ 1,192.91 |
| 04/10/13 | 5735665 | (102332)Association:PBSOA, Games 1356,1359,1369,1371, Additions & Deductions $0.00, deduction1099 $0.00, Simmons, Nick | $ 48.00 | | $ 1,144.91 |
| 04/10/13 | 5735665 | Processing Fee | $ 0.91 | | $ 1,144.00 |
| 04/10/13 | 5735669 | (102332)Association:PBSOA, Games 1358,1361,1367,1378, Additions & Deductions $0.00, deduction1099 $0.00, Swartzfager, Ashton | $ 56.00 | | $ 1,088.00 |
| 04/10/13 | 5735669 | Processing Fee | $ 0.91 | | $ 1,087.09 |
| 04/10/13 | 5735673 | (102332)Association:PBSOA, Games 1355,1363, Additions & Deductions $0.00, deduction1099 $0.00, Tabb, Zac | $ 32.00 | | $ 1,055.09 |
| 04/10/13 | 5735673 | Processing Fee | $ 0.91 | | $ 1,054.18 |
| 04/10/13 | 5735677 | (102332)Association:PBSOA, Games 1357,1364,1377, Additions & Deductions $0.00, deduction1099 $0.00, Welborn, Carlton | $ 38.00 | | $ 1,016.18 |
| 04/10/13 | 5735677 | Processing Fee | $ 0.91 | | $ 1,015.27 |

| Account Creation Date | Account Number | Account Type | Currency | Description | Balance | |
|---|---|---|---|---|---|---|
| 01/26/12 | 1398525160 | Assoc. Main | USD | Beginning Balance | $ 2,018.26 | |
| 04/10/13 | 1398525160 | Assoc. Main | USD | Ending Balance | $ 1,043.54 | |
| **Date / Time** | **Transaction Number** | **Transaction Description** | **Debit** | **Credit** | **Balance** | |
| 04/10/13 | 5735681 | (102332)Association:PBSOA, Games 1378, Additions & Deductions $0.00, deduction1099 $0.00, Wilson, Jasmine | $ 10.00 | | $ 1,005.27 | |
| 04/10/13 | 5735681 | Processing Fee | $ 0.91 | | $ 1,004.36 | |
| 04/10/13 | 5736153 | (102332)Association:PBSOA, Games 1268, Additions & Deductions ($34.00), deduction1099 $0.00, Hines, III, Peyton | $ 1.00 | | $ 1,003.36 | |
| 04/10/13 | 5736153 | Processing Fee | $ 0.91 | | $ 1,002.45 | |
| 04/10/13 | 5736157 | (102332)Association:PBSOA, Games 1198,1215, Additions & Deductions ($53.00), deduction1099 $0.00, Weaver, Gates | $ 1.00 | | $ 1,001.45 | |
| 04/10/13 | 5736157 | Processing Fee | $ 0.91 | | $ 1,000.54 | |
| | 5736157 | Processing Fee | $ 0.91 | | $ 999.63 | |
| 4/10/2013 0:00 | 1398525160 | Payment Correction Transaction #5584106. 04-10-2013 RB/HB | | $ 23.00 | | |
| 04/10/13 | To Come | Upload Funds into RefPay (EFT) | | $ 43.00 | $ 1,043.54 | Assignor error: Paid Referee for Select Game paid at the Field - Transfered funds from PBSRA Acct into RefPay; then depositing $43.00 to PBSRA via Check from my personal checking account to balance both accounts. |
| | | **Totals / Balance** | | **$ 10,866.00** | **$ 1,043.54** | |
| | | TOTAL Referee Fee's | $ 11,608.00 | | | **Total Referee Payments** |
| | | TOTAL Processing Fee's | $ 210.63 | | | **Total Processing Fees** |
| | | **Grand Total** | **$ 11,818.63** | | | **Total Referee RefPay Costs** |

Ref fees

# Third Coast Soccer

8342 Perkins Rd. Suite N
Baton Rouge, LA 70810
225 927-0171
225 927-2389

# INVOICE

| | |
|---|---|
| Transaction #: | 47511 |
| Account #: | 000010002143 |
| Page: | 1 of 1 |
| Date: | 2/19/2013 |
| Time: | 3:19:13 PM |
| Cashier: | 11 |
| Register #: | 1 |

Bill To:
Hattiesburg Futbol Club
Hattiesburg Futbol Club
420 South 34th Ave
Hattiesburg, MS 39402
601-408-9814

Ship To:
Hattiesburg Futbol Club
Hattiesburg Futbol Club
420 South 34th Ave
Hattiesburg, MS 39402

| Item Lookup Code | Description | Quantity | Price | Extended |
|---|---|---|---|---|
| KWIKGOAL0050A-ORG-EA | KWIK GOAL SOCCER NET 8*24*3*8<br>Discount code: DISCOUNT | 2 | $90.00 | $180.00 |

Thank you for shopping
Third Coast Soccer
Please come again!

| | |
|---|---|
| Sub Total | $180.00 |
| Sales Tax | $0.00 |
| UPS Ground | $11.85 |
| Total | $191.85 |
| Store Account | $191.85 |
| Previous Balance | $0.00 |
| New Balance | $191.85 |
| Change Due | $0.00 |

47511

# Third Coast Soccer

8342 Perkins Rd. Suite N
Baton Rouge, LA 70810
225 927-0171
225 927-2389

# INVOICE

| | |
|---|---|
| Work Order #: | 6404 |
| Transaction #: | 50315 |
| Account #: | 000010002143 |
| Page: | 1 of 1 |
| Date: | 5/23/2013 |
| Time: | 9:51:05 AM |
| Cashier: | 11 |
| Register #: | 4 |

Bill To:
Hattiesburg Futbol Club
Hattiesburg Futbol Club
420 South 34th Ave
Hattiesburg, MS 39402
601-408-9814

Ship To:
David Johns
11 Willowbend
Hattiesburg, MS 39402
601-270-2498

| Item Lookup Code | Description | Quantity | Price | Extended |
|---|---|---|---|---|
| KWIKGOAL3B6825-7X21-WHT | KWIKGOAL JUNIOR SIZE NET 7X21X<br>Discount code: DISCOUNT | 2 | $121.50 | $243.00 |

Pd CK# 5705

Thank you for shopping
Third Coast Soccer
Please come again!

| | |
|---|---|
| Sub Total | $243.00 |
| Sales Tax | $0.00 |
| UPS Ground | $18.00 |
| 1Z1X95800304676708 | |
| Total | $261.00 |
| Store Account | $261.00 |
| Previous Balance | $0.00 |
| New Balance | $261.00 |
| Change Due | $0.00 |

50315

Nut repair equipment
HPC Classic
reimburse to Lee Shands

LOWE'S
NEVER STOP IMPROVING

LOWE'S HOME CENTERS, INC.
6004 US HIGHWAY 98
HATTIESBURG, MS 39402 (601) 261-3008

- SALE -

SALES#: S0537DP3 23295 TRANS#: 36011698 05-31-13

| | |
|---|---|
| 307985 PS 8IN SOFT GRIP SCISSORS | 3.96 |
| 2 @ 1.98 | |
| 91428 ARW 1250-CT 3/8-IN T50 ST | 3.22 |
| 242248 ARW 1000-CT 3/8-IN JT21 S | 3.31 |
| SUBTOTAL: | 10.49 |
| TAX: | 0.73 |
| INVOICE 67420 TOTAL: | 11.22 |
| DEBIT: | 11.22 |

DEBIT:XXXXXXXXXXX2610 AMOUNT:11.22 AUTHCD:330341
SWIPED REFID:011712053767 05/31/13 09:48:32
TRACE:00832096

| PURCHASE | CASH BACK | TOTAL DEBIT |
|---|---|---|
| 11.22 | 0.00 | 11.22 |

STORE: 0537 TERMINAL: 67 05/31/13 09:48:33
# OF ITEMS PURCHASED: 4
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS

THANK YOU FOR SHOPPING LOWE'S.
SEE REVERSE SIDE FOR RETURN POLICY.
STORE MANAGER: HAWKE LOTT

WE HAVE THE LOWEST PRICES, GUARANTEED!
IF YOU FIND A LOWER PRICE, WE WILL BEAT IT BY 10%.
SEE STORE FOR DETAILS.

YOUR OPINIONS COUNT!
REGISTER FOR A CHANCE TO WIN A
$5,000 LOWE'S GIFT CARD!
¡REGISTRESE PARA TENER LA OPORTUNIDAD DE GANAR UNA
TARJETA DE REGALO DE LOWE'S DE $5000!

REGISTER BY COMPLETING A GUEST SATISFACTION SURVEY
WITHIN ONE WEEK AT: www.lowes.com/survey
Y O U R I D # 67420 0537 151

NO PURCHASE NECESSARY TO ENTER OR WIN.
VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER.

Nut repair equipment
HPC Classic
reimburse to Lee Shands

LOWE'S HOME CENTERS, INC.
6004 US HIGHWAY 98
HATTIESBURG, MS 39402 (601) 261-3008

- SALE -

SALES#: S0537AG1 1320449 TRANS#: 63011454 05-31-13

| | |
|---|---|
| ~~159550 ID 2-CT CLEAR SUCTION MOB~~ | ~~1.98~~ |
| 220367 ASSORT MAT CABLE TIES 500 | 8.93 |
| 292688 11" MAT CABLE TIES 300 BA | 17.09 |
| SUBTOTAL: | 28.00 |
| TAX: | 1.95 |
| INVOICE 05322 TOTAL: | 29.96 |
| DEBIT: | 29.96 |

27.89

DEBIT:XXXXXXXXXXX2610 AMOUNT:29.96 AUTHCD:729239
SWIPED REFID:011488053705 05/31/13 09:44:48
TRACE:00813182

| PURCHASE | CASH BACK | TOTAL DEBIT |
|---|---|---|
| 29.96 | 0.00 | 29.96 |

STORE: 0537 TERMINAL: 05 05/31/13 09:44:49
# OF ITEMS PURCHASED: 3
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS

THANK YOU FOR SHOPPING LOWE'S.
SEE REVERSE SIDE FOR RETURN POLICY.
STORE MANAGER: HAWKE LOTT

WE HAVE THE LOWEST PRICES, GUARANTEED!
IF YOU FIND A LOWER PRICE, WE WILL BEAT IT BY 10%.
SEE STORE FOR DETAILS.

YOUR OPINIONS COUNT!
REGISTER FOR A CHANCE TO WIN A
$5,000 LOWE'S GIFT CARD!
¡REGISTRESE PARA TENER LA OPORTUNIDAD DE GANAR UNA
TARJETA DE REGALO DE LOWE'S DE $5000!

REGISTER BY COMPLETING A GUEST SATISFACTION SURVEY
WITHIN ONE WEEK AT: www.lowes.com/survey
Y O U R I D # 05322 0537 151

NO PURCHASE NECESSARY TO ENTER OR WIN.
VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER.
OFFICIAL RULES & WINNERS AT: www.lowes.com/survey

# City of Hattiesburg, MS

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

## Master

### File Number: 2013-0686

**File ID:** 2013-0686 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

**File Created:** 10/15/2013

**Brief Title:** Acknowledge receipt of Eminent Domain Judgements for right of way required for replacement of bridges on Unetta & Broad Streets, and authorize manual checks in payment of principal and interest.

**Final Action:**

**Minute Book Number:** MB2013-320-321

**Title:**

Acknowledge receipt of Final Judgements from the Forrest County Special Court of Eminent Domain for Civil Action Nos. C013-0464, C013-0465, and C013-0466 ordering payment to the defendants named therein for the purchase of permanent right of way required for the maintenance, repair, or replacement of nearby bridge or bridges; Authorize issuance of manual check or checks as required to pay principal and interest due to the court.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** Magee Church Judgement, Hill Judgement, Chislom Judgement, Interest Calculation - Eminent Domain Judgements

**Enactment Number:**

**Contact:**

**Meeting Date:** 10/22/2013

**Drafter:** Sharon Waits

**Effective Date:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 10/22/2013 | | | | | |

### Text of Legislative File 2013-0686

**Title**

Acknowledge receipt of Final Judgements from the Forrest County Special Court of Eminent Domain for Civil Action Nos. C013-0464, C013-0465, and C013-0466 ordering payment to the defendants named therein for the purchase of permanent right of way required for the maintenance, repair, or replacement of nearby bridge or bridges; Authorize issuance of manual check or checks as required to pay principal and interest due to the court.

## Summary

Acknowledge receipt of Eminent Domain Judgements for right of way required for replacement of bridges on Unetta & Broad Streets, and authorize manual checks in payment of principal and interest.

## Budget Information

Regular budget

## Expenditure Type

072201.7000

## Purchasing Item

## Publication Information

Forrest County
Filed/Recorded OCTOBER 14 2013 10:42:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

FILED
OCT 11 2013
FORREST COUNTY CIRCUIT CLERK

**IN THE SPECIAL COURT OF EMINENT DOMAIN**
**FORREST COUNTY, MISSISSIPPI**

Forrest County
Filed/Recorded OCTOBER 14 2013 10:40:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

**CITY OF HATTIESBURG, MISSISSIPPI, A MUNICIPAL CORPORATION** — **PLAINTIFF**

**VERSUS**

**CIVIL ACTION NO. CO13-0464**

**MAGEE MEMORIAL CHURCH OF GOD IN CHRIST A/K/A MAGEE TEMPLE CHURCH OF GOD IN CHRIST; ET AL.** — **DEFENDANTS**

## FINAL JUDGMENT

In this cause, Plaintiff, City of Hattiesburg, Mississippi, a municipal corporation, filed a Complaint to Condemn on August 1, 2013 to acquire certain property described in Exhibits "A" and "B" attached hereto and incorporated herein. The Court finds that process was served according to law and all parties are before the Court, and that the Court has jurisdiction over the parties and the subject matter.

This cause came on to be heard on the 9th day of October, 2013, pursuant to the Fiat entered in this cause. The Court called this matter for hearing and called for any persons or parties to this action, at which time counsel for Plaintiff made an appearance on behalf of Plaintiff, but no Defendant made an appearance in this matter.

At the request of Plaintiff, this matter was submitted to the Court pursuant to §11-27-13, Mississippi Code of 1972, Annotated, without a jury. The Court called on Plaintiff to provide testimony concerning the value of the property in question. Plaintiff, having filed a Statement of Value in this cause, pursuant to statute, offered testimony in support of said value as to the amount of just compensation that would be due Defendants as a result of this

condemnation. Defendants, having filed no Statement of Value, offered no evidence as to the amount of just compensation due.

The Court, having heard and considered the testimony offered in this matter, FINDS, ADJUDICATES AND ORDERS as follows:

1. That the amount of just compensation due Defendants for the taking of Defendants' property as described in Exhibits "A" and "B" attached hereto is $221.00, with legal interest in the amount of 8% from the date of the filing of the Complaint, August 1, 2013, to the date of deposit.

2. Based upon the testimony provided to the Court, the Court directs the Clerk, upon receipt of all compensation and legal interest from Plaintiff to disburse all such funds to the Forrest County Tax Collector in order to partially satisfy unpaid 2012 taxes, without further Order of this Court. The Court further finds that no other party is entitled to any portion of the compensation being paid in this matter.

3. That this Court now confirms the vesting of said title and possession to the property described in Exhibits "A" and "B" in Plaintiff and it may be appropriated to the public use as prayed for in the Complaint; let Plaintiff pay the costs, for which execution may issue.

4. That the Chancery Clerk of Forrest County, Mississippi, is hereby ordered to cancel that certain Lis Pendens Notice filed in Lis Pendens Book 10 at Page 443.

5. That a copy of this Judgment shall be certified and filed in the Land Deed records of the Chancery Clerk's office of Forrest County, Mississippi and be enrolled according to law.

SO ORDERED AND ADJUDGED on this, the 11th day of October, 2013.

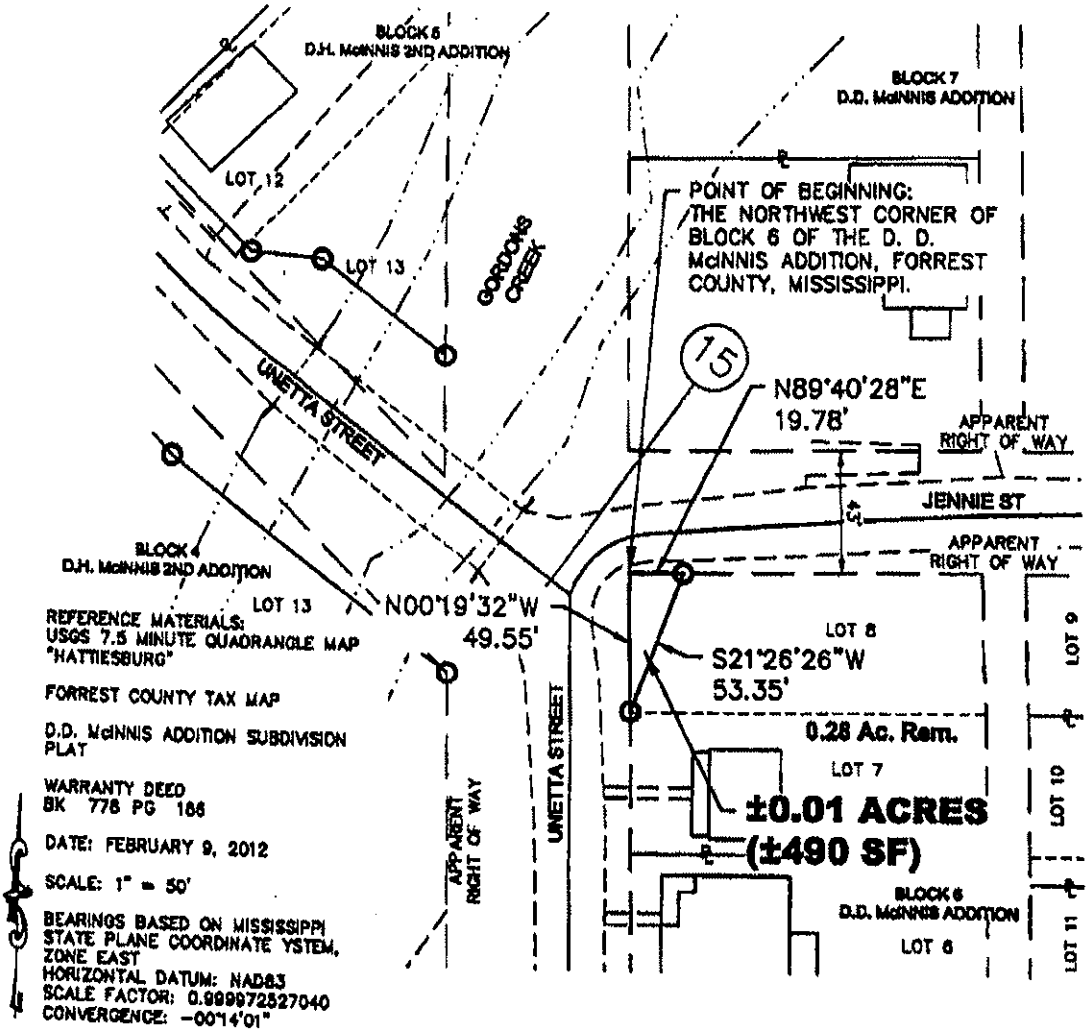
HONORABLE MICHAEL N. McPHAIL,
JUDGE, SPECIAL COURT OF EMINENT DOMAIN

Prepared and Submitted by:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell, Hinton
& Hightower, PLLC
P. O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314

CERTIFIED A TRUE COPY
Forrest County, Mississippi
Lou Ellen Adams, Circuit Clerk
This the 11 day of October 20 13
By: Betty Johnson D.C.

# RIGHT OF WAY PARCEL PLAT

## COUNTY TAX ID No.: 1-029I-10-254.00




REFERENCE MATERIALS:
USGS 7.5 MINUTE QUADRANGLE MAP "HATTIESBURG"

FORREST COUNTY TAX MAP

D.D. McINNIS ADDITION SUBDIVISION PLAT

WARRANTY DEED
BK 778 PG 186

DATE: FEBRUARY 9, 2012

SCALE: 1" = 50'

BEARINGS BASED ON MISSISSIPPI STATE PLANE COORDINATE YSTEM, ZONE EAST
HORIZONTAL DATUM: NAD83
SCALE FACTOR: 0.999972527040
CONVERGENCE: -00°14'01"

STATE OF MISSISSIPPI
COUNTY OF FORREST
CITY OF HATTIESBURG

A part of Lot 8 of Block 6 in the D. D. McInnis Addition to the City of Hattiesburg as per Map or Plat on file in the Office of the Chancery Clerk of Forrest County, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as Beginning at the Northwest Corner of said Lot 8, said Corner also being the Intersection of the South Right of Way Line of Jennie Street, a paved public roadway, and the East Right of Way Line of Unetta Street, a paved public roadway, thence run N89°40'28"E along the North Line of said Lot 8 for 19.78 feet, thence run S21°26'26"W for 53.35 feet to a Point on the West Line of said Lot 8, said Point also being on said East Right of Way Line, thence run N00°19'32"W along said West Line for 49.55 feet to the Point of Beginning, comprising 0.01 Acres (490 Square Feet), more or less.

**Inst. 711832**
**Bk 0010 Pg 0473**

**Inst. 711831**
**Bk 1162 Pg 0508**

EXHIBIT

BROWN, DEARMAN & WAITS, INC.

**NOTE:**
THIS DOCUMENT IS NOT A LEGAL SURVEY.

## EXHIBIT "B"

A part of Lot 8 of Block 6 in the D. D. McInnis Addition to the City of Hattiesburg as per map or plat on file in the Office of the Chancery Clerk of Forrest County, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as:

- Beginning at the Northwest Corner of said Lot 8, said Corner also being the Intersection of the South Right of Way Line of Jennie Street, a paved public roadway, and the East Right of Way Line of Unetta Street, a paved public roadway;
- thence run N89°40'28"E along the North Line of said Lot 8 for 19.78 feet, thence run S21°26'26"W for 53.35 feet to a Point on the West Line of said Lot 8, said Point also being on said East Right of Way Line;
- thence run N00°19'32"W along said West Line for 49.55 feet to the Point of Beginning;

comprising 0.01 Acres (490 square feet), more or less.




Inst. 711832
Bk 0010 Pg 0474

Inst. 711831
Bk 1162 Pg 0509

Forrest County
Filed/Recorded OCTOBER 14 2013 10:37:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

FILED
OCT 11 2013
FORREST COUNTY CIRCUIT CLERK

IN THE SPECIAL COURT OF EMINENT DOMAIN
FORREST COUNTY, MISSISSIPPI

CITY OF HATTIESBURG, MISSISSIPPI,
A MUNICIPAL CORPORATION — PLAINTIFF

VERSUS — CIVIL ACTION NO. CO13-0465

SHANNON J. HILL, OWNER; ET AL. — DEFENDANTS

Forrest County
Filed/Recorded OCTOBER 14 2013 10:35:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

**FINAL JUDGMENT**

In this cause, Plaintiff, City of Hattiesburg, Mississippi, a municipal corporation, filed a Complaint to Condemn on August 1, 2013 to acquire certain property described in Exhibits "A" and "B" attached hereto and incorporated herein. The Court finds that process was served according to law and all parties are before the Court, and that the Court has jurisdiction over the parties and the subject matter.

This cause came on to be heard on the 9th day of October, 2013, pursuant to the Fiat entered in this cause. The Court called this matter for hearing and called for any persons or parties to this action, at which time counsel for Plaintiff made an appearance on behalf of Plaintiff, and Defendant, Shannon J. Hill, made an appearance without counsel.

At the request of Plaintiff, this matter was submitted to the Court pursuant to §11-27-13, Mississippi Code of 1972, Annotated, without a jury. The Court called on Plaintiff to provide testimony concerning the value of the property in question. Plaintiff, having filed a Statement of Value in this cause, pursuant to statute, offered testimony in support of said value as to the amount of just compensation that would be due Defendants as a result of this

condemnation. Defendants, having filed no Statement of Value, offered no evidence as to the amount of just compensation due.

The Court, having heard and considered the testimony offered in this matter, FINDS, ADJUDICATES AND ORDERS as follows:

1. That the amount of just compensation due Defendants for the taking of Defendants' property as described in Exhibits "A" and "B" attached hereto is $1,136.00, with legal interest in the amount of 8% from the date of the filing of the Complaint, August 1, 2013, to the date of deposit.

2. Based upon the testimony provided to the Court, the Court directs the Clerk, upon receipt of all compensation and legal interest from Plaintiff to disburse $491.04 to the Forrest County Tax Collector, which $292.17 is the redemption amount for the 2011 taxes and $198.87 is the redemption amount for the 2012 taxes; and to disburse the remaining amount of $644.96 plus any interest to Shannon J. Hill, without further Order of this Court. The Court further finds that no other party is entitled to any portion of the compensation being paid in this matter.

3. That this Court now confirms the vesting of said title and possession to the property described in Exhibits "A" and "B" in Plaintiff and it may be appropriated to the public use as prayed for in the Complaint; let Plaintiff pay the costs, for which execution may issue.

4. That the Chancery Clerk of Forrest County, Mississippi, is hereby ordered to cancel that certain Lis Pendens Notice filed in Lis Pendens Book 10 at Page 448.

5. That a copy of this Judgment shall be certified and filed in the Land Deed records of the Chancery Clerk's office of Forrest County, Mississippi and be enrolled according to law.

SO ORDERED AND ADJUDGED on this, the 11th day of October, 2013.

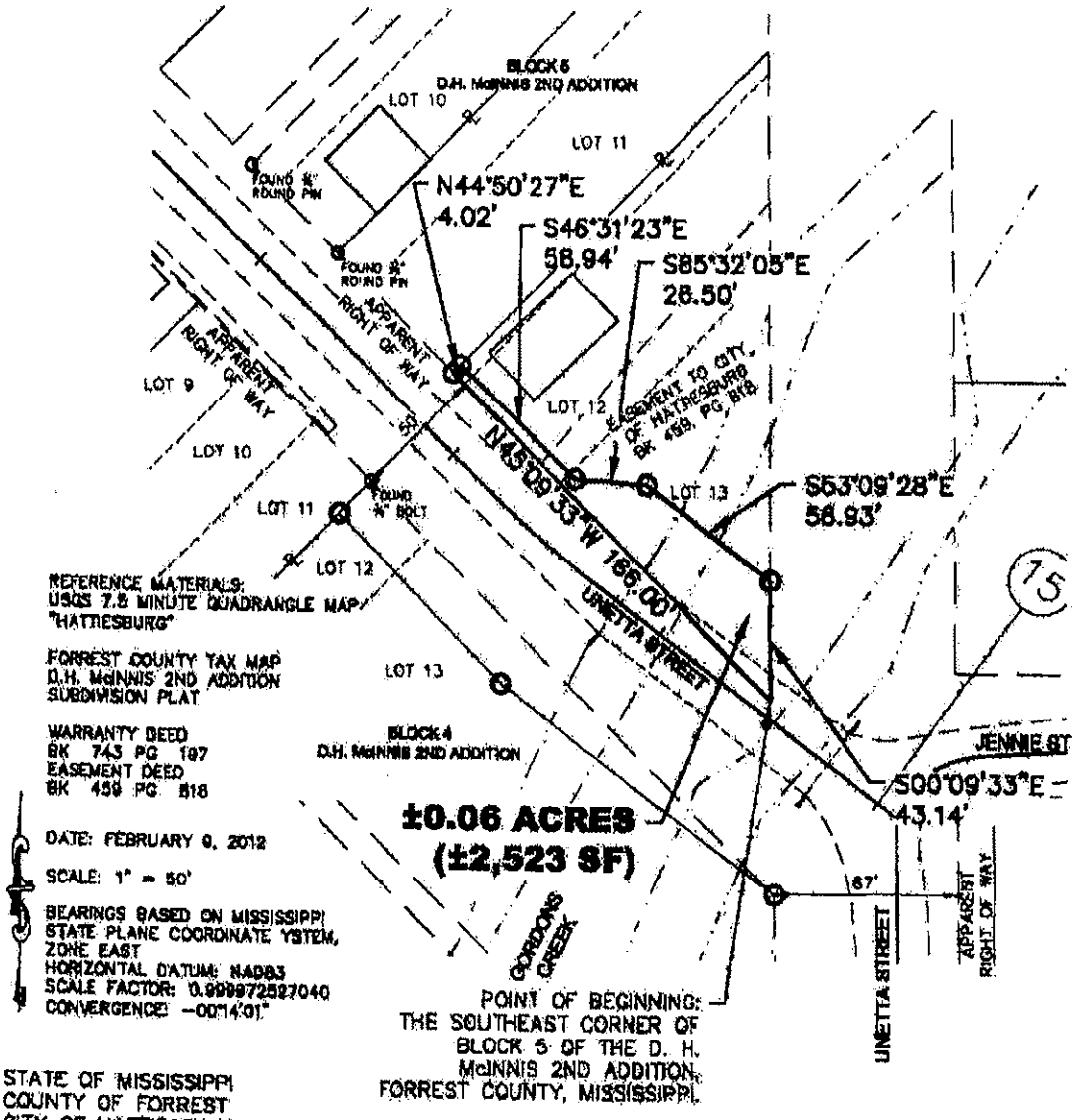
HONORABLE MICHAEL W. McPHAIL,
JUDGE, SPECIAL COURT OF EMINENT DOMAIN

Prepared and Submitted by:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell & Hinton, PLLC
P. O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314

CERTIFIED A TRUE COPY
Forrest County, Mississippi
Lou Ellen Adams, Circuit Clerk
This the 11 day of Oct 2013
By: Betty Johnson D.C.

# RIGHT OF WAY PARCEL PLAT

## COUNTY TAX ID No.: 2-029I-10-194.00




REFERENCE MATERIALS:
USGS 7.5 MINUTE QUADRANGLE MAP "HATTIESBURG"

FORREST COUNTY TAX MAP
D.H. McINNIS 2ND ADDITION
SUBDIVISION PLAT

WARRANTY DEED
BK 743 PG 197
EASEMENT DEED
BK 459 PG 818

DATE: FEBRUARY 9, 2012

SCALE: 1" = 50'

BEARINGS BASED ON MISSISSIPPI STATE PLANE COORDINATE YSTEM, ZONE EAST
HORIZONTAL DATUM: NAD83
SCALE FACTOR: 0.9999725227040
CONVERGENCE: -00°14'01"

POINT OF BEGINNING:
THE SOUTHEAST CORNER OF BLOCK 5 OF THE D. H. McINNIS 2ND ADDITION, FORREST COUNTY, MISSISSIPPI.

STATE OF MISSISSIPPI
COUNTY OF FORREST
CITY OF HATTIESBURG

A part of Lots 11, 12 & 13 of Block 5 in the D. H. McInnis Second Addition to the City of Hattiesburg as per Map or Plat on file in the Office of the Chancery Clerk of Forrest County, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as Beginning at the Southeast Corner of said Block 5, said Point also being on the Northeastern Right of Way Line of Unetta Street, a paved public roadway; thence run N45°09'33"W along the Southwestern Line of said Block 5 and the Grantor's Property for 166.00 feet to the Southwest Corner of the Grantor's Property, thence run N44°50'27"E along the Northwestern Line of the Grantor's Property for 4.02 feet, thence run S46°31'23"E for 56.94 feet to a Point 25.00 feet Left of Station 13+40.00 of the Centerline of Unetta Street in State Aid Project LSBP-18(15), thence run S85°32'05"E for 26.50 feet to a Point 40.00 feet Left of Station 13+54.00 of said Centerline, thence run S53°09'28"E for 56.93 feet to a Point on the East Line of said Block 5, thence run S00°09'33"E along said East Line for 43.14 feet to the Point of Beginning, comprising 0.06 Acres (2,523 Square Feet), more or less.

**Inst. 711830**
**Bk 0010 Pg 0468**



BROWN, BEARMAN & WAITE, INC.

**NOTE:**
THIS DOCUMENT IS NOT A LEGAL SURVEY.

**Inst. 711829**
**Bk 1162 Pg 0503**

# Right of Way Parcel
# County Tax Id No.: 2-029I-10-194.00

STATE OF MISSISSIPPI
COUNTY OF FORREST
CITY OF HATTIESBURG

A part of Lots 11, 12 & 13 of Block 5 in the D. H. McInnis Second Addition to the City of Hattiesburg as per Map or Plat on file in the Office of the Chancery Clerk of Forrest County, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as **Beginning** at the Southeast Corner of said Block 5, said Point also being on the Northeastern Right of Way Line of Unetta Street, a paved public roadway; thence run N45°09'33"W along the Southwestern Line of said Block 5 and the Grantor's Property for 166.00 feet to the Southwest Corner of the Grantor's Property, thence run N44°50'27"E along the Northwestern Line of the Grantor's Property for 4.02 feet, thence run S46°31'23"E for 58.94 feet to a Point 25.00 feet Left of Station 13+40.00 of the Centerline of Unetta Street in State Aid Project LSBP-18(15), thence run S85°32'05"E for 26.50 feet to a Point 40.00 feet Left of Station 13+64.00 of said Centerline, thence run S53°09'28"E for 56.93 feet to a Point on the East Line of said Block 5, thence run S00°09'33"E along said East Line for 43.14 feet to the **Point of Beginning**, comprising 0.06 Acres (2,523 Square Feet), more or less.




Inst. 711830
Bk 0010 Pg 0469

E:\LSBP1815D_2029I1019400_ROW_Lgl Rev0.Doc

Inst. 711829
Bk 1162 Pg 0504

Forrest County
Filed/Recorded OCTOBER 14 2013 10:47:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

FILED
OCT 11 2013
FORREST COUNTY CIRCUIT CLERK

**IN THE SPECIAL COURT OF EMINENT DOMAIN**
**FORREST COUNTY, MISSISSIPPI**

**CITY OF HATTIESBURG, MISSISSIPPI,**
**A MUNICIPAL CORPORATION** **PLAINTIFF**

**VERSUS** **CIVIL ACTION NO. C013-0466**

**WILLIAM C. CHISOLM, OWNER; ET AL.** **DEFENDANTS**

Forrest County
Filed/Recorded OCTOBER 14 2013 10:45:00AM
Witness my hand and seal
Jimmy C. Havard
Chancery Clerk

**FINAL JUDGMENT**

In this cause, Plaintiff, City of Hattiesburg, Mississippi, a municipal corporation, filed a Complaint to Condemn on August 1, 2013 to acquire certain property described in Exhibits "A" and "B" attached hereto and incorporated herein. The Court finds that process was served according to law and all parties are before the Court, and that the Court has jurisdiction over the parties and the subject matter.

This cause came on to be heard on the 9th day of October, 2013, pursuant to the Fiat entered in this cause. The Court called this matter for hearing and called for any persons or parties to this action, at which time counsel for Plaintiff made an appearance on behalf of Plaintiff, and Defendant, Larry Charles Campbell, made an appearance without counsel.

At the request of Plaintiff, this matter was submitted to the Court pursuant to §11-27-13, Mississippi Code of 1972, Annotated, without a jury. The Court called on Plaintiff to provide testimony concerning the value of the property in question. Plaintiff, having filed a Statement of Value in this cause, pursuant to statute, offered testimony in support of said value as to the amount of just compensation that would be due Defendants as a result of this

condemnation. Defendants, having filed no Statement of Value, offered no evidence as to the amount of just compensation due.

The Court, having heard and considered the testimony offered in this matter, FINDS, ADJUDICATES AND ORDERS as follows:

1. That the amount of just compensation due Defendants for the taking of Defendants' property as described in Exhibits "A" and "B" attached hereto is $794.00, with legal interest in the amount of 8% from the date of the filing of the Complaint, August 1, 2013, to the date of deposit.

2. Based upon the testimony provided to the Court, the Court directs the Clerk, upon receipt of all compensation and legal interest from Plaintiff to disburse all such funds to the Forrest County Tax Collector in order to partially satisfy unpaid taxes on the subject property, without further Order of this Court. The Court further finds that no other party is entitled to any portion of the compensation being paid in this matter.

3. That this Court now confirms the vesting of said title and possession to the property described in Exhibits "A" and "B" in Plaintiff and it may be appropriated to the public use as prayed for in the Complaint; let Plaintiff pay the costs, for which execution may issue.

4. That the Chancery Clerk of Forrest County, Mississippi, is hereby ordered to cancel that certain Lis Pendens Notice filed in Lis Pendens Book 10 at Page 438.

5. That a copy of this Judgment shall be certified and filed in the Land Deed records of the Chancery Clerk's office of Forrest County, Mississippi and be enrolled according to law.

SO ORDERED AND ADJUDGED on this, the 11th day of October, 2013.

HONORABLE MICHAEL W. McPHAIL,
JUDGE, SPECIAL COURT OF EMINENT DOMAIN

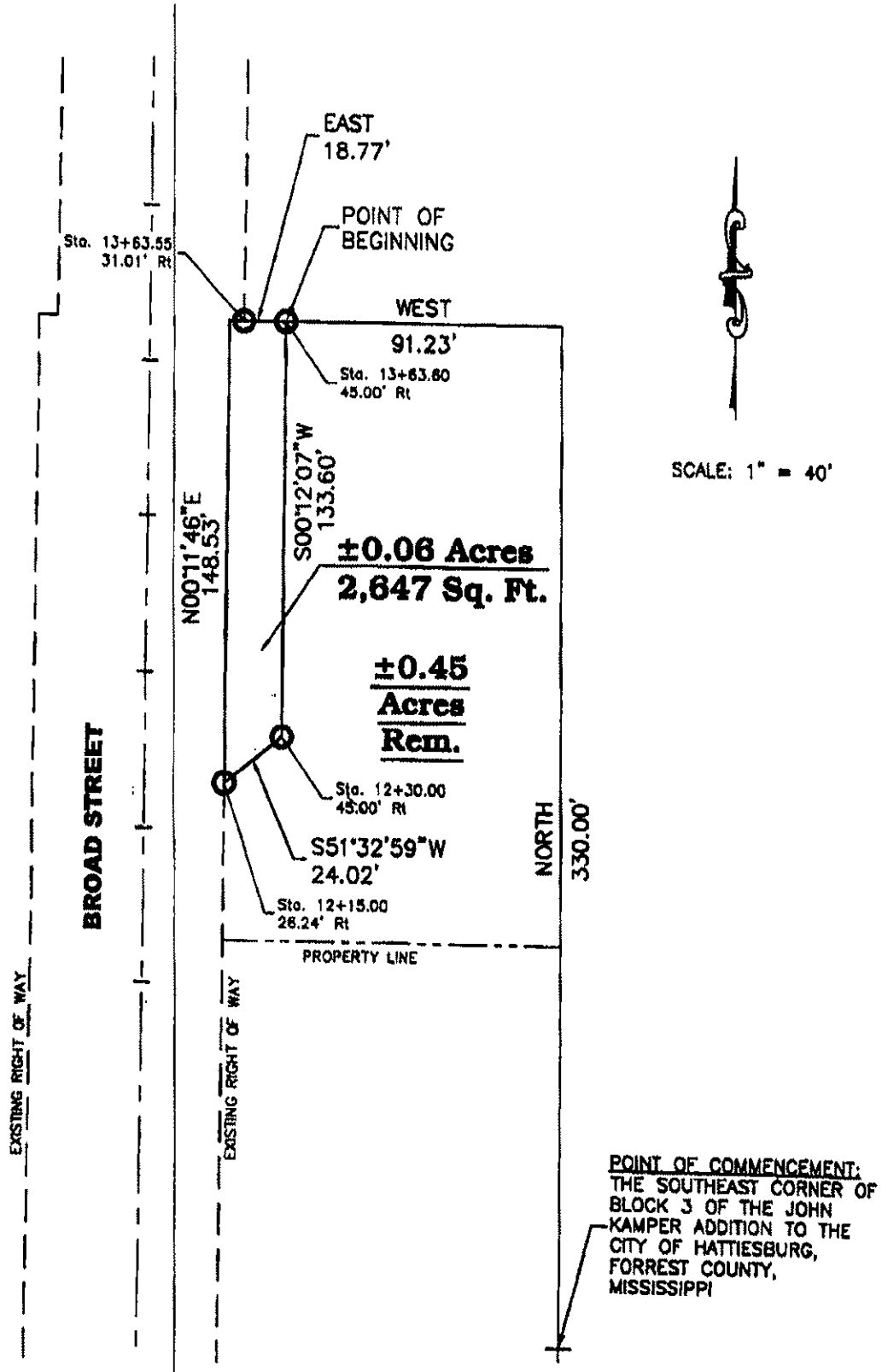
CERTIFIED A TRUE COPY
Forrest County, Mississippi
Lou Ellen Adams, Circuit Clerk
This the 11 day of October 20 13
By: _____ D.C.

Prepared and Submitted by:
Donald E. Hinton, Jr.
MSB #10369
Pittman, Howdeshell & Hinton, PLLC
P. O. Drawer 17138
Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314

Inst. 711834
Bk 0010 Pg 0477



Inst. 711833
Bk 1162 Pg 0512




Inst. 711834
Bk 0010 Pg 0478

Inst. 711833
Bk 1162 Pg 0513

**William C. Chisholm Property**
**Parcel No. 2-029K-09-248.00**
**PPIN 19764**

SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

**CHISOLM, WILLIAM C**

**Parcel No.: 2-029K-09-248.00**
**PPIN: 19764**

---

STATE OF MISSISSIPPI
COUNTY OF FORREST
CITY OF HATTIESBURG

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

A part of Block 3 of the John Kamper Addition to the City of Hattiesburg, in the County of Forrest, State of Mississippi, and being more particularly described as follows:

- Commencing at the Southeast Corner of said Block 3;
- thence run North for 330.00 feet to the Northeast Corner of Grantor's Property,
- thence run West and along the North Line of Grantor's Property for 91.23 feet to the Proposed East Right of Way Line of Broad Street as described in Project BR-8759(1)BO at a Point 45.00 feet Right of Station 13+63.60 for the Point of Beginning;
- thence run S00°12'07"W and along said Proposed East Right of Way Line for 133.60 feet to a Point 45.00 feet Right of Station 12+30.00 of the Centerline of Broad Street,
- thence run S51°32'59"W and along said Proposed East Right of Way Line for 24.02 feet to the Existing East Right of Way Line of Broad Street at a Point 26.24 feet Right of Station 12+15.00,
- thence run N00°11'46"E and along said Existing East Right of Way Line for 148.53 feet to the Northwest Corner of Grantor's Property,
- thence run East and along the North Line of Grantor's Property for 18.77 feet to the Point of Beginning,
- comprising 0.06 Acres (2,647 Square Feet), more or less.

---






Inst. 711834
Bk 0010 Pg 0479

Inst. 711833
Bk 1162 Pg 0514

**Eminent Domain Judgement**
**Interest Calculation**

| | Principal Amount | # Days | Interest % | Amount Interest Due | Total Due |
|---|---|---|---|---|---|
| Magee Memorial Church | 221.00 | 85 | 8% | 4.12 | 225.12 |
| Shannon J. Hill | 1,136.00 | 85 | 8% | 21.16 | 1,157.16 |
| William C. Chisolm | 794.00 | 85 | 8% | 14.79 | 808.79 |

# Days from complaint to payment.

| | | |
|---|---|---|
| 1-Aug-13 | 25-Oct-13 | 85 |

# City of Hattiesburg, MS

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

## Master

### File Number: 2013-0665

**File ID:** 2013-0665 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

**File Created:** 10/15/2013

**Brief Title:** Acknowledge receipt of Permanent Utility Easements crossing property described as Forrest County Tax Parcels 2-028J-08-226.00 and 2-028J-08-227.00.

**Final Action:**

**Minute Book Number:** MB2013-321

**Title:**

Acknowledge receipt of Permanent Utility Easements crossing property described as Forrest County Tax Parcels 2-028J-08-226.00 and 2-028J-08-227.00.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 2-028J-08-226-00, 2-028J-08-227-00

**Enactment Number:**

**Contact:**

**Meeting Date:** 10/22/2013

**Drafter:** Sharon Waits

**Effective Date:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 10/22/2013 | | | | | |

### Text of Legislative File 2013-0665

#### Title

Acknowledge receipt of Permanent Utility Easements crossing property described as Forrest County Tax Parcels 2-028J-08-226.00 and 2-028J-08-227.00.

#### Summary

Acknowledge receipt of Permanent Utility Easements crossing property described as Forrest County Tax Parcels 2-028J-08-226.00 and 2-028J-08-227.00.

#### Budget Information

#### Expenditure Type

#### Purchasing Item

## Publication Information

| **Grantee, prepared by and return to:** | **Grantor Address:** |
|---|---|
| City of Hattiesburg | Hilary Englert |
| Department of Engineering | 206 North 24th Avenue |
| PO Box 1898 | Hattiesburg, MS 39401 |
| Hattiesburg, MS 39403-1898 | |
| **Phone:** (601) 545-4540 | **Phone:** |
| **Account No.** | **Business No.** |

**PERMANENT UTILITY EASEMENT**

| | |
|---|---|
| **INDEXING INSTRUCTIONS:** | **All of Lot 9 of Block 12 of the Hattiesburg Heights Second Survey Subdivision, also a part of the SE ¼ of the NW ¼ of Section 8, T-4-N, R-13-W, Forrest County, Mississippi** |

City of Hattiesburg
Engineering Department
County Tax Parcel No.: 2-028J-08-226.00

**THE STATE OF MISSISSIPPI**

**County of Forrest**

**City of Hattiesburg**

For and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, including the benefits to be derived herefrom, the receipt and sufficiency of which is hereby acknowledged, I/we, the undersigned, hereby grant, bargain, sell, and convey unto the City of Hattiesburg, Mississippi, a municipal corporation, a **Permanent Utility Easement** over, across and upon a parcel of real property, for the construction and maintenance of a proposed sewer line on the following described property located in the City of Hattiesburg, County of Forrest, State of Mississippi:

> All of Lot 9 of Block 12 of the Hattiesburg Heights Second Survey Subdivision, also a part of the SE ¼ of the NW ¼ of Section 8, T-4-N, R-13-W, Forrest County, Mississippi, and being more particularly described as:
>
> **Beginning** at the SW corner of Lot 9 of the above mentioned Block and Subdivision, said corner being on the East Right-of-Way line of a 20' Alley, run North along the West line of said lot 9 and said East Alley Right-of-Way for 7.50 feet; thence run East for 184.70 feet to the West Right-of-Way line of North 24th Avenue; thence run South along said Right-of-Way for 7.50 feet to the SE corner of the said lot 9; thence run West along South line of said lot 9 for 184.70 feet to the **Point of Beginning**, comprising 0.03 acre more or less.

> The above described parcel being a Permanent Utility Easement crossing the Real Property in the County of Forrest Land Records, Deed Book 488, Page 576, County Tax Parcel No. 2-028J-08-226.00.

The Grantee herein is given full rights to do whatever may be necessary and proper for the enjoyment of the rights granted herein, including the right of ingress and egress and the right to clear said easement of selected vegetation such as shrubs, trees, and other vegetation, change of grade, installation and/or removal of pavements and any other structure named herein or otherwise as may be necessary to install and maintain a sewer line. Grantee will restore any damage caused by this action.

It is 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 Permanent Utility Easement, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument is non-transferable and constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness (my) (our) signature this the 14 day of OCTOBER A.D., 20 13

**Signature/Date:** Hilary Egbert
**Print Name:** HILARY EGBERT

**Signature/Date:**
**Print Name:**

STATE OF MISSISSIPPI

COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said County and State, on this 14th day of October, 2013, within my jurisdiction, the within named Hilary Englert and _____, _____ who
Instrument Signer Name
Instrument Signer Name
Instrument Signer Name

acknowledged before me that(he)(she)(they) signed, executed and delivered the above and foregoing instrument on the day and year therein as their own free and voluntary act and deed.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 100709 LAMBIE S. ALLEN Commission Expires Nov. 17, 2015 FORREST COUNTY (SEAL)

Lambie S. Allen (NOTARY PUBLIC)

My commission expires: November 17, 2015

| **Grantee, prepared by and return to:** | **Grantor Address:** |
|---|---|
| City of Hattiesburg | Charlotte D Walters |
| Department of Engineering | 204 North 24th Avenue |
| PO Box 1898 | Hattiesburg, MS 39401 |
| Hattiesburg, MS 39403-1898 | |
| **Phone:** (601) 545-4540 | **Phone:** |
| **Account No.** | **Business No.** |

## PERMANENT UTILITY EASEMENT

| | |
|---|---|
| **INDEXING INSTRUCTIONS:** | **All of Lot 10 of Block 12 of the Hattiesburg Heights Second Survey Subdivision, also a part of the SE ¼ of the NW ¼ of Section 8, T-4-N, R-13-W, Forrest County, Mississippi** |

City of Hattiesburg
Engineering Department
County Tax Parcel No.: 2-028J-08-227.00

**THE STATE OF MISSISSIPPI**

**County of Forrest**

**City of Hattiesburg**

For and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, including the benefits to be derived herefrom, the receipt and sufficiency of which is hereby acknowledged, I/we, the undersigned, hereby grant, bargain, sell, and convey unto the City of Hattiesburg, Mississippi, a municipal corporation, a **Permanent Utility Easement** over, across and upon a parcel of real property, for the construction and maintenance of a proposed sewer line on the following described property located in the City of Hattiesburg, County of Forrest, State of Mississippi:

> All of Lot 10 of Block 12 of the Hattiesburg Heights Second Survey Subdivision, also a part of the SE ¼ of the NW ¼ of Section 8, T-4-N, R-13-W, Forrest County, Mississippi, and being more particularly described as:
>
> **Beginning** at the NW corner of Lot 10 of the above mentioned Block and Subdivision, said corner being on the East Right-of-Way line of a 20' Alley, run South along the West line of said lot 10 and said East Alley Right-of-Way for 7.50 feet; thence run East for 184.70 feet to the West Right-of-Way line of North 24th Avenue; thence run North along said Right-of-Way for 7.50 feet to the NE corner of the said lot 10; thence run West along North line of said lot 10 for 184.70 feet to the **Point of Beginning**, comprising 0.03 acre more or less.
>
> The above described parcel being a Permanent Utility Easement crossing the Real Property in the County of Forrest Land Records, Deed Book 548, Page 256, County Tax Parcel No. 2-028J-08-227.00.

The Grantee herein is given full rights to do whatever may be necessary and proper for the enjoyment of the rights granted herein, including the right of ingress and egress and the right to clear said easement of selected vegetation such as shrubs, trees, and other vegetation, change of grade, installation and/or removal of pavements and any other structure named herein or otherwise as may be necessary to install and maintain a sewer line. Grantee will restore any damage caused by this action.

It is 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 Permanent Utility Easement, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument is non-transferable and constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness (my) (our) signature this the 11th day of Oct. A.D., 20 13

**Signature/Date:** Charlotte Walters **Signature/Date:**

**Print Name:** Charlotte Walters **Print Name:**

STATE OF MISSISSIPPI

COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said County and State, on this 11th day of October, 2013, within my jurisdiction, the within named Charlotte Walters and _____, _____ who

Instrument Signer Name

Instrument Signer Name

Instrument Signer Name

acknowledged before me that(he)(she)(they) signed, executed and delivered the above and foregoing instrument on the day and year therein as their own free and voluntary act and deed.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 100709 LAMBIE S. ALLEN Commission Expires Nov. 17, 2015 FORREST COUNTY

Lambie S. Allen (NOTARY PUBLIC)

(SEAL)

My commission expires: Nov. 17 2015

# City of Hattiesburg, MS

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

## Master

### File Number: 2013-0660

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 2013-0660 | **Type:** | Regular Agenda Item | **Status:** | Agenda Ready |
| **Version:** | 1 | **Reference:** | | **In Control:** | City Council |
| | | | | **File Created:** | 10/14/2013 |
| **Brief Title:** | Demolition Bids - October 2013 List #2 | | | **Final Action:** | |
| | | | | **Minute Book Number:** | MB2013-321 |

**Title:**

Acknowledge receipt of bids for Demolition services on October 10, 2013 (List #2) and accept the bid of Hensley R. Lee Contracting at a total cost of $13,900.00 as the lowest and best bid received in accordance with the City's advertised specifications. {Entitlement}

**Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | |
| **Attachments:** | Bid Tabulation List, executed Bid Tabulation List | **Enactment Number:** | |
| **Contact:** | | **Meeting Date:** | 10/22/2013 |
| **Drafter:** | | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 10/22/2013 | | | | | |

### Text of Legislative File 2013-0660

**Title**

Acknowledge receipt of bids for Demolition services on October 10, 2013 (List #2) and accept the bid of Hensley R. Lee Contracting at a total cost of $13,900.00 as the lowest and best bid received in accordance with the City's advertised specifications. {Entitlement}

**Summary**

Demolition Bids - October 2013 List #2

**Budget Information**

**Expenditure Type**

**Purchasing Item**

**Publication Information**

**DEMOLITION LIST #2**

Bid Tabulation for Demolition bids opened on 10/10/2013:

| | TOTAL | Section 3 Preference |
|---|---|---|
| Block & Brick Masonry, Inc. | $42,717.15 | |
| Dayon Tree Service | $49,999.95 | |
| **Hensley R Lee Contracting** | **$13,900.00** | |
| Precision Construction | $23,200.00 | |
| Holiday Construction | $38,200.00 | |
| C & C Building Contractors | $44,000.00 | |
| MSP Enterprises | $23,451.00 | Requested* |
| Dreambuilders | $40,700.00 | Requested* |
| Millenium Construction | $23,800.00 | |
| | | |

* These businesses requested Section 3 preference, but the approval of such preference has not been verified because the 10% preferential treatment would not have resulted in a bid lower than that of the bidder that is herein recommended for contract.

**DEMOLITION LIST #2**

Bid Tabulation for Demolition bids opened on 10/10/2013:

| | TOTAL | Section 3 Preference |
|---|---|---|
| Block & Brick Masonry, Inc. | $42,717.15 | |
| Dayon Tree Service | $49,999.95 | |
| **Hensley R Lee Contracting** | **$13,900.00** | |
| Precision Construction | $23,200.00 | |
| Holiday Construction | $38,200.00 | |
| C & C Building Contractors | $44,000.00 | |
| MSP Enterprises | $23,451.00 | Requested* |
| Dreambuilders | $40,700.00 | Requested* |
| Millenium Construction | $23,800.00 | |
| | | |

* These businesses requested Section 3 preference, but the approval of such preference has not been verified because the 10% preferential treatment would not have resulted in a bid lower than that of the bidder that is herein recommended for contract.

# NOTICE TO BIDDERS

NOTICE is hereby given that the City of Hattiesburg, Mississippi will receive BIDS until 10:00 A.M., Thursday, October 10, 2013 in the City Clerk's Office in the City Hall for the following:

**Demolition and debris removal of the following five (5) properties located in the City of Hattiesburg:**

**719 Lincoln Street**
**709 McKinley Street**
**1215 Putnam Avenue**
**721 Lincoln Street**
**719 McKinley Street**

This project is funded in part by a U.S. Department of Housing and Urban Development Community Development Block Grant, which encourages economic opportunities for low- to moderate-income persons. As such, the City of Hattiesburg encourages businesses to bid that may qualify as a "Section 3" business concern. Certain preference may be awarded to Section 3 businesses. Details on Section 3 and the preference can be found in the Instructions to Bidders.

INSTRUCTIONS TO BIDDERS are on file in the Office of the Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the NAME OF THE ITEM (which is 2013 CDBG Demolition List #2) for which the bid is being submitted and the DATE OF BID OPENING (which is October 10, 2013).

The lowest and best bidder will be awarded the contract, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State and Federal Law; but the Council reserves the right to reject any or all bids received and to waive any formalities.

PUBLISHED by Order of the Council on this, the 3rd day of September 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Connie Everett (DC)
CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor
PUBLISH Twice in the Non-Legal Section: Friday, September 6, 2013; Friday, September 13, 2013

# City of Hattiesburg, MS

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

## Master

### File Number: 2013-0659

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 2013-0659 | **Type:** | Regular Agenda Item | **Status:** | Agenda Ready |
| **Version:** | 1 | **Reference:** | | **In Control:** | City Council |
| | | | | **File Created:** | 10/14/2013 |
| **Brief Title:** | Demolition Bids - October 2013 List #1 | | | **Final Action:** | |
| | | | | **Minute Book Number:** | MB2013-321 |

**Title:**

Acknowledge receipt of bids for Demolition services on October 10, 2013 (List #1) and accept the bid of Hensley R. Lee Contracting at a total cost of $11,600.00 as the lowest and best bid received in accordance with the City's advertised specifications. {Entitlement}

**Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | |
| **Attachments:** | Bid for Demolition, executed Bid for Demolition | **Enactment Number:** | |
| **Contact:** | | **Meeting Date:** | 10/22/2013 |
| **Drafter:** | | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 10/22/2013 | | | | | |

### Text of Legislative File 2013-0659

**Title**

Acknowledge receipt of bids for Demolition services on October 10, 2013 (List #1) and accept the bid of Hensley R. Lee Contracting at a total cost of $11,600.00 as the lowest and best bid received in accordance with the City's advertised specifications. {Entitlement}

**Summary**

Demolition Bids - October 2013 List #1

**Budget Information**

**Expenditure Type**

**Purchasing Item**

**Publication Information**

**DEMOLITION LIST #1**

Bid Tabulation for Demolition bids opened on 10/10/2013:

| | TOTAL | Section 3 Preference |
|---|---|---|
| Block & Brick Masonry, Inc. | $29,177.40 | |
| Dayon Tree Service | $49,999.98 | |
| **Hensley R Lee Contracting** | **$11,600.00** | |
| Precision Construction | $15,300.00 | |
| Holiday Construction | $29,500.00 | |
| C & C Building Contractors | $30,000.00 | |
| MSP Enterprises | $18,765.00 | Requested* |
| Dreambuilders | $29,200.00 | Requested* |
| | | |

* These businesses requested Section 3 preference, but the approval of such preference has not been verified because the 10% preferential treatment would not have resulted in a bid lower than that of the bidder that is herein recommended for contract.

**DEMOLITION LIST #1**

Bid Tabulation for Demolition bids opened on 10/10/2013:

| | TOTAL | Section 3 Preference |
|---|---|---|
| Block & Brick Masonry, Inc. | $29,177.40 | |
| Dayon Tree Service | $49,999.98 | |
| **Hensley R Lee Contracting** | **$11,600.00** | |
| Precision Construction | $15,300.00 | |
| Holiday Construction | $29,500.00 | |
| C & C Building Contractors | $30,000.00 | |
| MSP Enterprises | $18,765.00 | Requested* |
| Dreambuilders | $29,200.00 | Requested* |
| | | |

* These businesses requested Section 3 preference, but the approval of such preference has not been verified because the 10% preferential treatment would not have resulted in a bid lower than that of the bidder that is herein recommended for contract.

# NOTICE TO BIDDERS

NOTICE is hereby given that the City of Hattiesburg, Mississippi will receive BIDS until 10:00 A.M., Thursday, October 10, 2013 in the City Clerk's Office in the City Hall for the following:

**Demolition and debris removal of the following five (5) properties located in the City of Hattiesburg:**

**103 Independence Avenue**
**1304 Elizabeth Avenue**
**1308 Elizabeth Avenue**
**222 Fredna Avenue**
**415 Katie Avenue**

This project is funded in part by a U.S. Department of Housing and Urban Development Community Development Block Grant, which encourages economic opportunities for low- to moderate-income persons. As such, the City of Hattiesburg encourages businesses to bid that may qualify as a "Section 3" business concern. Certain preference may be awarded to Section 3 businesses. Details on Section 3 and the preference can be found in the Instructions to Bidders.

INSTRUCTIONS TO BIDDERS are on file in the Office of the Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the NAME OF THE ITEM (which is 2013 CDBG Demolition List #1) for which the bid is being submitted and the DATE OF BID OPENING (which is October 10, 2013).

The lowest and best bidder will be awarded the contract, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State and Federal Law; but the Council reserves the right to reject any or all bids received and to waive any formalities.

PUBLISHED by Order of the Council on this, the 3rd day of September 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Connie Everett (DC)
CITY CLERK

(SEAL)

Johnny L. DuPree, Mayor
PUBLISH Twice in the Non-Legal Section: Friday, September 6, 2013; Friday, September 13, 2013

# City of Hattiesburg, MS

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

## Master

### File Number: 2013-0671

**File ID:** 2013-0671 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

**File Created:** 10/15/2013

**Brief Title:** Acknowledge receipt of bids for Term Bid Item #17 - Uniform Items for the Hattiesburg Fire Department and accept the bids as per recommendation in the attached memorandum

**Final Action:**

**Minute Book Number:** MB2013-321

**Title:**

Acknowledge receipt of bids for Term Bid Item #17 - Uniform Items for the Hattiesburg Fire Department and accept the bids as per recommendation in the attached memorandum

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 10-22-Accept PS 17

**Enactment Number:**

**Contact:**

**Meeting Date:** 10/22/2013

**Drafter:**

**Effective Date:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 10/22/2013 | | | | | |

### Text of Legislative File 2013-0671

#### Title

Acknowledge receipt of bids for Term Bid Item #17 - Uniform Items for the Hattiesburg Fire Department and accept the bids as per recommendation in the attached memorandum

#### Summary

Acknowledge receipt of bids for Term Bid Item #17 - Uniform Items for the Hattiesburg Fire Department and accept the bids as per recommendation in the attached memorandum

**Mayor**
*Johnny L. DuPree, Ph.D.*

| Council - Ward 1 | Council - Ward 2 | Council - Ward 3 | Council - Ward 4 | Council - Ward 5 |
|---|---|---|---|---|
| *Kim Bradley* | *Deborah Denard Delgado* | *Carter Carroll* | *Dave J. Ware, II* | *Henry Naylor* |

# MEMORANDUM

TO: Mayor and Council

FROM: Verlina Underwood, Purchasing Manager

DATE: October 15, 2013

SUBJECT: Term Bids

After review of the bids received from the various vendors for purchases of commodities required in the operation of the Hattiesburg Fire Department, it is my recommendation that the following action be taken in acceptance of bids for the following item:

Item # 17 - Uniform Items – Accept the bid from B & F Distributors for Polo Shirts for the Academy; Accept the bid from McCain Uniforms for all other items.

Should you have any questions concerning this recommendation, please contact my office.

| UNIFORM ITEMS | COST/EACH BY SIZE |
|---|---|
| * FECHHEIMER 34800, DRESS COAT/DARK NAVY SILVER OR GOLD FD BUTTONS – ALL SIZES, & DEPARTMENT PATCH SEWN ON LEFT SLEEVE, MEST BE ABLE TO SEW MALTESE CROSSES AND 3/8" RANK PIPING ABOVE CUFFS AS NEEDED | S $203.00 SIZES<br>M $203.00 32-60<br>L $203.00<br>XL $203.00<br>2XL $203.00<br>3XL $203.00 |
| FECHHEIMER 34291, DRESS TROUSERS POLYESTER/WOOL DARK NAVY WITH 3/8" FLUTED RED OR GOLD FLUITED PIPING SEWN INTO THE WAISTBAND – ALL SIZES | S $73.50 SIZES<br>M $73.50 28-56<br>L $73.50<br>XL $73.50<br>2XL $73.50<br>3XL $73.50 |
| FECHHEIMER 59130WP DUTY JACKET, DARK NAVY WITH DEPARTMENT PATCH SEWN ON LEFT SLEEVE – ALL SIZES | S $107.00<br>M $107.00<br>L $107.00<br>XL $107.00<br>2XL $107.00<br>3XL $107.00 |
| FECHHEIMER 3900, TROUSERS, DARK NAVY WITH 3/8" GOLD FLUTED PIPING SEWN INTO THE WAISTBAND ALL SIZES | S $42.00 SIZES<br>M $42.00 28-58<br>L $42.00<br>XL $42.00<br>2XL $42.00<br>3XL $42.00 |
| | |
| DRESS SHIRT, SHORT SLEEVE SOUTHEASTERN 9203/L9203 WHITE DEPARTMENT PATCH SEWN ON LEFT SLEEVE, ALL SIZES | S $30.90<br>M $30.90<br>L $30.90<br>XL $30.90<br>2XL $33.35<br>3XL $35.35 |
| DRESS SHIRT, LONG SLEEVE SOUTHEASTERN 9103/L9103 WHITE DEPARTMENT PATCH SEWN ON LEFT SLEEVE, ALL SIZES | S $33.95<br>M $33.95<br>L $33.95<br>XL $33.95<br>2XL $35.65 |

* 1 STRIPE $10.00 4 STRIPES $25.00
2 STRIPES $15.00 5 STRIPES $30.00
3 STRIPES $20.00 MALTESE CROSS $1.00 EA
(STRIPE PRICING INCLUDES BOTH SLEEVES)

| | 3XL |
|---|---|
| DRESS SHIRT, SHORT SLEEVE SOUTHEASTERN 3200 SERIES, DARK NAVY, DEPARTMENT PATCH SEWN ON LEFT SLEEVE, ALL SIZES | S $28.75<br>M $28.75<br>L $28.75<br>XL $28.75<br>2XL $29.95<br>3XL $31.95 |
| DRESS SHIRT, LONG SLEEVE SOUTHEASTERN 3100 SERIES, DARK NAVY & LIGHT BLUE, DEPARTMENT PATCH SEWN ON LEFT SLEEVE, ALL SIZES | S $31.50<br>M $31.50<br>L $31.50<br>XL $31.50<br>2XL $33.10<br>3XL $35.95 |
| FLEECE JACKETS DARK NAVY WITH DEPARTMENT EMBROIDERY, R HERO'S 505, ALL SIZES | S $55.95<br>M $55.95<br>L $55.95<br>XL $55.95<br>2XL $55.95<br>3XL $60.45 |
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| **ACADEMY ITEMS** | |
| POLO SHIRT, BAW-CT770 CRESCENT COOL TECH, ALL COLORS, INCLUDING EMBROIDERY | S<br>M NO<br>L<br>XL BID<br>2XL<br>3XL |
| TOTAL | $ X |
| | |

| UNIFORM ACCESSORIES | |
|---|---|
| BELT, DUTY MAN 1311 BLACK, VELCRO, ALL SIZES<br>SIZES 28-60 | $22.00 |
| BELT, DUTY MAN 1611 BLACK, BUCKLE, ALL SIZES<br>SIZES 28-60 | $22.00 |
| SOCKS WHITE OR BLACK, CREW TYPE, THORLO WGX SERIES | $10.45 |
| | |
| SOCKS WHITE OR BLACK, OVER THE CALF, THORLO TWD SERIES | $10.95 |
| SHOES, MAGNUM DUTY LITE GLOSS 5098, ALL SIZES | $51.95 |
| BOOTS, MAGNUM MIDNITE PLUS 6" 5248, ALL SIZES | $82.75 |

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| BOOTS, MAGNUM STEALTH BLACK 8" 5220, ALL SIZES | $86.95 |
| BOOTS, MAGNUM STEALTH BLACK 8" SIDE ZIP 5198, ALL SIZES | $91.00 |
| NECK-TIE, TIE-ON, NAVY BLUE, SAMUAL BROOME 90078 | $6.75 |
| NECK TIE, CLIP-ON, NAVY BLUE, SAMUAL BROOME 90043 | $6.75 |
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| | |
| TOTAL | $ 391.55 |

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| T-SHIRTS WILL BE BOXED IN BULK BY SIZE. | |
| SHOES AND BOOTS WILL BE BOXED IN BULK BY SHIFT AND LABELED WITH THE PERSON NAME AND SHIFT | |
| ALL OTHER ITEMS WILL BE INDIVIDUALLY BAGGED AND LABELED WITH THE PERSON'S NAME AND SHIFT AND WILL BE BOXED BY SHIFT | |
| ALL BOXES WILL HAVE SHIFT NOTATED ON BOX | |
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McCain Uniforms
NAME OF COMPANY

Birmingham AL 35209
CITY/STATE/ZIP

800-810-3417 PH
205-942-9229 FX
PHONE & FAX NUMBER

8/29/13
DATE OF BID

Tricia Minot
Sales Manager
OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

| UNIFORM ITEMS | COST/EACH BY SIZE |
|---|---|
| FECHHEIMER 34800, DRESS COAT/DARK NAVY SILVER OR GOLD FD BUTTONS – ALL SIZES, & DEPARTMENT PATCH SEWN ON LEFT SLEEVE, MEST BE ABLE TO SEW MALTESE CROSSES AND 3/8" RANK PIPING ABOVE CUFFS AS NEEDED | S<br>M<br>L<br>XL N/B<br>2XL<br>3XL |
| FECHHEIMER 34291, DRESS TROUSERS POLYESTER/WOOL DARK NAVY WITH 3/8" FLUTED RED OR GOLD FLUITED PIPING SEWN INTO THE WAISTBAND – ALL SIZES | S<br>M N/B<br>L<br>XL<br>2XL<br>3XL |
| FECHHEIMER 59130WP DUTY JACKET, DARK NAVY WITH DEPARTMENT PATCH SEWN ON LEFT SLEEVE – ALL SIZES | S<br>M<br>L<br>XL N/B<br>2XL<br>3XL |
| FECHHEIMER 3900, TROUSERS, DARK NAVY WITH 3/8" GOLD FLUTED PIPING SEWN INTO THE WAISTBAND ALL SIZES | S<br>M<br>L N/B<br>XL<br>2XL<br>3XL |
| | |
| DRESS SHIRT, SHORT SLEEVE SOUTHEASTERN 9203/L9203 WHITE DEPARTMENT PATCH SEWN ON LEFT SLEEVE, ALL SIZES | S<br>M<br>L N/B<br>XL<br>2XL<br>3XL |
| DRESS SHIRT, LONG SLEEVE SOUTHEASTERN 9103/L9103 WHITE DEPARTMENT PATCH SEWN ON LEFT SLEEVE, ALL SIZES | S<br>M<br>L N/B<br>XL<br>2XL |

FILED
AUG 29 2013
EDDIE R. MAYERS, CIRCUIT CLERK
By _____ Deputy Clerk

| | 3XL |
|---|---|
| DRESS SHIRT, SHORT SLEEVE SOUTHEASTERN 3200 SERIES, DARK NAVY, DEPARTMENT PATCH SEWN ON LEFT SLEEVE, ALL SIZES | S<br>M<br>L N/B<br>XL<br>2XL<br>3XL |
| DRESS SHIRT, LONG SLEEVE SOUTHEASTERN 3100 SERIES, DARK NAVY & LIGHT BLUE, DEPARTMENT PATCH SEWN ON LEFT SLEEVE, ALL SIZES | S<br>M<br>L N/B<br>XL<br>2XL<br>3XL |
| FLEECE JACKETS DARK NAVY WITH DEPARTMENT EMBROIDERY, R HERO'S 505, ALL SIZES | S $49.99<br>M $49.99<br>L $49.99<br>XL $49.99<br>2XL $55.75<br>3XL $55.75 |
| | |
| | |
| | |
| **ACADEMY ITEMS** | |
| POLO SHIRT, BAW-CT770 CRESCENT COOL TECH, ALL COLORS, INCLUDING EMBROIDERY | S $28.43<br>M $28.43<br>L $28.43<br>XL $28.43<br>2XL $29.18<br>3XL $29.18 |
| TOTAL | $ 483.54 |
| | |

| UNIFORM ACCESSORIES | |
|---|---|
| BELT, DUTY MAN 1311 BLACK, VELCRO, ALL SIZES Boston leather 6530 | $26.80 |
| BELT, DUTY MAN 1611 BLACK, BUCKLE, ALL SIZES Boston leather 6505 | $25.30 |
| SOCKS WHITE OR BLACK, CREW TYPE, THORLO WGX SERIES | N/B |
| | |
| SOCKS WHITE OR BLACK, OVER THE CALF, THORLO TWD SERIES | N/B |
| SHOES, MAGNUM DUTY LITE GLOSS 5098, ALL SIZES | N/B |
| BOOTS, MAGNUM MIDNITE PLUS 6" 5248, ALL SIZES | NB |

| | |
|---|---|
| | |
| BOOTS, MAGNUM STEALTH BLACK 8" 5220, ALL SIZES | W/B |
| BOOTS, MAGNUM STEALTH BLACK 8" SIDE ZIP 5198, ALL SIZES | N/B |
| NECK-TIE, TIE-ON, NAVY BLUE, SAMUAL BROOME 90078 | $6.99 |
| NECK TIE, CLIP-ON, NAVY BLUE, SAMUAL BROOME 90043 | $6.99 |
| | |
| | |
| | 66.08 |
| | |
| | |
| TOTAL | $ 66.08 |

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|---|---|
| | |
| | |
| T-SHIRTS WILL BE BOXED IN BULK BY SIZE. | |
| SHOES AND BOOTS WILL BE BOXED IN BULK BY SHIFT AND LABELED WITH THE PERSON NAME AND SHIFT | |
| ALL OTHER ITEMS WILL BE INDIVIDUALLY BAGGED AND LABELED WITH THE PERSON'S NAME AND SHIFT AND WILL BE BOXED BY SHIFT | |
| ALL BOXES WILL HAVE SHIFT NOTATED ON BOX | |
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B+F Distributors Tactical Store
NAME OF COMPANY

103 Broadway OR
CITY/STATE/ZIP

(601) 544-4463
PHONE & FAX NUMBER

8-29-2013
DATE OF BID

Jessie minor
OFFICIAL'S NAME & TITLE

Jessie minor
OFFICIAL'S SIGNATURE

# City of Hattiesburg, MS

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

## Master

### File Number: 2013-0673

**File ID:** 2013-0673 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

**File Created:** 10/15/2013

**Brief Title:** Approve Specifications and Authorize Publication of Advertisement for One (1) New Truck Mounted Shuttle System Knuckle Boom Loader for Public Works

**Final Action:**

**Minute Book Number:** MB2013-321

**Title:**

Approve Specifications and Authorize Publication of Advertisement for One (1) New Truck Mounted Shuttle System Knuckle Boom Loader for Public Works

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 10-22-Advertise Truck Mounted Knuckle Boom, executed 10-22-Advertise Truck Mounted Knuckle Boom

**Enactment Number:**

**Contact:**

**Meeting Date:** 10/22/2013

**Drafter:**

**Effective Date:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 10/22/2013 | | | | | |

### Text of Legislative File 2013-0673

#### Title

Approve Specifications and Authorize Publication of Advertisement for One (1) New Truck Mounted Shuttle System Knuckle Boom Loader for Public Works

#### Summary

Approve Specifications and Authorize Publication of Advertisement for One (1) New Truck Mounted Shuttle System Knuckle Boom Loader for Public Works

## NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, November 21, 2013, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items for the Public Works Department, to-wit:

**ONE (1) NEW TRUCK MOUNTED SHUTTLE SYSTEM KNUCKLE BOOM LOADER**

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 22 day of October, 2013

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

CITY CLERK

(SEAL)

SPECIFICATIONS FOR: ONE (1) NEW TRUCK MOUNTED SHUTTLE SYSTEM KNUCKLE BOOM LOADER FOR PUBLIC WORKS

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, November 21, 2013, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner EXACTLY as follows:

BID
ONE (1) NEW TRUCK MOUNTED SHUTTLE SYSTEM KNUCKLE BOOM LOADER FOR PUBLIC WORKS
SUBMITTED BY 10:00 A.M. NOVEMBER 21, 2013

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 22 day of October A. D., 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

SPECIFICATIONS APPROVED BY:

PUBLIC WORKS

# CITY OF HATTIESBURG, MISSISSIPPI
# SPECIFICATION
## TRUCK MOUNTED SHUTTLE SYSTEM KNUCKLE BOOM LOADER

THE UNIT WILL BE USED IN COLLECTION AND LOADING OF BULK TRASH, LIMBS, LEAVES, BUILDING MATERIALS, AND WHITE GOODS, OR OTHER MATERIALS OF THAT NATURE. **UNIT MUST BE MANUFACTURED IN AN ISO 9000:2000 CERTIFIED FACILITY.** ALL BIDDERS MUST FILL IN ALL INFORMATION. IF MEETING OR EXCEEDING SPECIFICATIONS PUT **YES**, AND IF EXCEPTIONS ARE TAKEN PUT **NO**. ANY EXCEPTIONS MUST BE EXPLAINED IN WRITING. ALL PROPOSALS INCLUDE DELIVERY, TRAINING OF OPERATORS AND SERVICE PERSONNEL.

| LOADER SPECIFICATIONS | VENDOR'S RESPONSE, Y/N EXCEPTIONS |
|---|---|
| **1.0 BOOM:** | |
| 1.1 TOTAL BOOM LENGTH TO BE 20FT. MAIN BOOM TO BE 16FT. WITH A 4FT. TELESCOPING SECTION. | |
| 1.2 MINIMUM LIFT CAPACITY TO BE 3,000 LBS. @ 20 FT. (INCLUDING GRAPPLE) | |
| 1.3 BOOM PEDESTAL TO BE CONSTRUCTED OF HIGH STRENGTH STEEL, PROVIDING A 3:1 SAFETY FACTOR. | |
| 1.4 ALL HYDRAULIC HOSES LOCATED AT THE OPERATOR POSITION (BOOM PEDESTAL) MUST BE ENCLOSED IN THE PEDESTAL BASE. ACCESS PROVIDED BY AN EASILY REMOVABLE STEEL COVER. | |
| 1.5 BOOM PIVOT SHALL BE MOUNTED TO THE PEDESTAL BY MEANS OF A SLEWING RING\BEARING THAT HAS A MINIMUM CAPACITY OF 513,000 LBS. STATIC LOAD AND 186,000 FT-LBS. MOMENT. SLEWING RING SHALL BE 3 ½" THICK AND HAVE AN O.D. OF 25 ¾". BOOM PIVOT SHALL BE CONSTRUCTED WITH A 9" O.D. SAFETY RETAINING TUBE. THE BOOM PIVOT SAFETY RETAINING TUBE SHALL BE A MINIMUM OF 12" LONG AND CONFINE ALL HOSES WHICH PASS THROUGH THE PEDESTAL/BOOM PIVOT ASSEMBLY.<br><br>1.6 BOOM ROTATION OF 360 DEGREES MINIMUM WITH MECHANICAL STOPS FOR SAFETY.<br><br>1.7 BOOM ROTATION SHALL BE ACCOMPLISHED BY A DIRECT HYDRAULIC SWING DRIVE THROUGH A SLEWING (BEARING) RING PRODUCING 250,000 INCH-POUNDS TORQUE. | |

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| 1.8 ENTIRE BOOM ASSEMBLY SHALL BE DESIGNED WITH A TENSILE STRENGTH TO PROVIDE A SAFETY FACTOR OF 3 TO 1 AT THE RATED LOAD CAPACITY.<br><br>1.9 MAIN BOOM SHALL BE CONSTRUCTED OF (2) 4"X 8" HIGH STRENGTH STEEL TUBE.<br><br>1.10 TIP BOOM SHALL BE CONSTRUCTED FROM A 5" X 7" HIGH STRENGTH STEEL TUBE.<br><br>1.11 TIP BOOM SHALL HAVE A 4' TELESCOPIC EXTENSION TIP SECTION CONSTRUCTED FROM 4"X 6" HIGH STRENGTH STEEL TUBE.<br><br>1.12 MAIN BOOM SHALL BE EQUIPPED WITH MECHANICAL STOPS TO PROHIBIT HYDRAULIC CYLINDERS FROM BOTTOMING OUT. EXTEND BOOM STOPS MUST BE EASILY ACCESSIBLE AND REMOVABLE FOR SERVICE.<br><br>1.13 BOOM PEDESTAL TO BE MOUNTED DIRECTLY TO THE CHASSIS FRAME RAILS. MOUNTING MUST INCLUDE INSIDE FRAME RAIL SUPPORTS AT THE MOUNTING POINTS.<br><br>1.14 THE ENTIRE BOOM MUST BE SERVICEABLE DOWN TO THE COMPONENT LEVEL, E.G., EVERY HYDRAULIC HOSE, FLUID TUBES, BRACKET, PIN, ETC. HAVING TO REPLACE SUBASSEMBLIES IN ORDER TO REPAIR A COMPONENT WILL NOT BE ACCEPTABLE.<br><br>1.15 TELESCOPIC TIP EXTENSION SHALL BE EQUIPPED WITH REPLACEABLE NYLON BEARINGS ON ALL 3 SIDES WITH ROLLER ON BOTTOM. BEARINGS MUST BE EASILY ACCESSIBLE FOR REPLACEMENT AND HAVE AUTOMATIC "SLACK-HOSE-TAKE-UP."<br><br>1.16 ALL BOOM CONNECTIONS REQUIRING PINS SHALL BE EQUIPPED WITH REPLACEABLE BUSHINGS AND HEAT-TREATED PINS.<br><br>1.17 ALL OPERATING FUNCTIONS SHALL BE CONTROLLED FROM THE OPERATOR STATION MOUNTED ON THE LEFT HAND SIDE OF THE BOOM. THE OPERATOR STATION MUST ROTATE WITH THE BOOM ASSEMBLY AND HAVE A CUSHIONED OPERATOR SEAT WITH ARM REST AND SEAT BELT. A STEP MADE OF SLIP RESISTANT MATERIAL IS REQUIRED FOR EASE OF ACCESS.<br><br>1.18 A TWO STAGE TANDEM PUMP ALLOWS FOR MULTI-FUNCTION CONTROL OF THE LOADER. | |

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| 1.19 OPERATOR CONTROLS SHALL BE MECHANICAL "JOYSTICK " TYPE. ALL CONTROLS SHALL BE CLEARLY IDENTIFIED AS TO FUNCTION.<br><br>1.20 SWING CONTROLS SHALL BE MECHANICAL FOOT OPERATED CONTROLS WITH SAFETY COVERS TO PREVENT INADVERTENT ACTIVATION.<br><br>1.21 ELECTRONIC ENGINE SPEED-UP CONTROL IS REQUIRED. CABLE OR AIR ACTUATED WILL NOT BE ACCEPTABLE.<br><br>1.22 THE ENTIRE OPERATOR WORK STATION SHALL HAVE AN ENCLOSED CAB. SLIDING WINDOWS SHALL BE PROVIDED ON ALL FOUR SIDES OF THE CAB FOR MAXIMUM OPERATOR VISIBILITY. THE ENCLOSED OPERATOR'S STATION SHALL HAVE A 12 VOLT AIR CONDITIONER. | |
| **2.0 TRASH GRAPPLE\BUCKET:**<br><br>2.1 BUCKET SHALL HAVE A 360 DEGREE CONTINUOUS ROTATING GRAPPLE WITH A REPLACEABLE HYDRAULIC SWIVEL. SWIVEL SHALL NOT BE WELDED OR BE AN INTEGRAL PART OF THE GRAPPLE.<br><br>2.2 BUCKET IS TO BE OPENED AND CLOSED BY (2) HYDRAULIC CYLINDERS WITH A CLOSING FORCE\"BITE" OF 3,600 LBS.<br><br>2.3 BUCKET IS TO BE 4' LONG AND CAPABLE OF OPENING TO 60 INCHES FROM LIP TO LIP.<br><br>2.4 BUCKET SHALL BE FABRICATED WITH A BOLT ON REPLACEABLE H.S.H.C. STEEL CUTTING EDGE.<br><br>2.5 PROVISION SHALL BE MADE TO STORE THE GRAPPLE TO THE FRONT OF THE PEDESTAL BASE WHILE THE UNIT IS BEING TRANSPORTED. | |
| **3.0 HYDRAULICS:**<br><br>3.1 RESERVOIR SHALL BE A MINIMUM OF 45 GALLONS. IT SHALL HAVE A DUAL LEVEL/OIL TEMPERATURE GAUGE ON SIDE OF TANK. AN IN-TANK SUCTION STRAINER IS INCLUDED.<br><br>3.2 FILTER SHALL BE A 10-MICRON, RETURN LINE REPLACEABLE FILTER MOUNTED ON OUTSIDE OF RESERVOIR.<br><br>3.3 MAIN BOOM, TIP BOOM AND OUTRIGGER HYDRAULIC CYLINDERS SHALL CONTAIN PILOT | |

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| OPERATED CHECK VALVES AS AN INTEGRAL PART OF EACH CYLINDER TO PREVENT BOOM MOVEMENT IN THE EVENT OF HYDRAULIC HOSE FAILURE. BOLT ON PILOT OPERATED CHECK VALVES WILL NOT BE PERMISSIBLE.<br><br>3.4 TWO OPERATOR BALL VALVES, LOCATED AT THE OPERATOR STATION, WILL ALLOW FOR TRAVEL OF THE BOOM IN THE TRAILER. THESE VALVES ALLOW THE MAIN BOOM AND SWING FUNCTIONS "FREE FLOAT". THESE VALVES MUST INCORPORATE SAFETY LATCHES.<br><br>3.5 ALL HOSES SHALL BE RATED AT 4,000-PSI WORKING PRESSURE.<br><br>3.6 PORT TUBING THROUGHOUT THE MAIN AND TIP BOOM SHALL BE STAINLESS STEEL TUBE.<br><br>3.7 CONTROL VALVES SHALL HAVE A 20 GPM RATING.<br><br>3.8 SUCCESSFUL BIDDER MUST PROVIDE A COMPUTER PRINTOUT AT TIME OF DELIVERY SHOWING PARTICLE TESTING OF THE HYDRAULIC OIL DONE JUST PRIOR TO THE UNIT BEING SHIPPED IN ORDER TO ILLUSTRATE TOTALLY UNCONTAMINATED OIL. | |
| **4.0 POWER SOURCE:** | |
| 4.1 UNIT TO BE MOUNTED ON ANY CHASSIS THAT MEETS THE SPECIFICATION PREVIOUSLY STATED, WITH A HEAVY – DUTY "HOT SHIFT" PTO AND A HEAVY – DUTY BI-ROTATIONAL TANDEM HYDRAULIC PUMP. | |
| **5.0 THROTTLE CONTROL:**<br><br>5.1 UNIT TO HAVE AN ELECTRIC OPERATED THROTTLE CONTROL TO MAINTAIN PROPER ENGINE SPEED WHEN LOADER IS OPERATED UNDER LOAD. SWITCH FOR THROTTLE CONTROL TO BE MOUNTED ON OPERATOR'S PLATFORM FOR OPERATOR'S CONVENIENCE.<br><br>5.2 THROTTLE SPEED-UP SHALL OPERATE ONLY WHEN THE TRANSMISSION IN THE NEUTRAL POSITION. | |
| **6.0 OUTRIGGERS:**<br>6.1 OUTRIGGERS SHALL BE EXTENDABLE TO A DISTANCE THAT WILL RESIST LOADS OF 85% OF THE TIPPING MOMENT UNDER MAXIMUM RATED LOAD. | |

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| 6.2 THE OUTRIGGERS ARE TO BE EQUIPPED WITH SMOOTH PADS TO CAUSE MINIMUM DAMAGE TO CONTACTED SURFACE.<br><br>6.3 OUTRIGGERS SHALL TELESCOPE HORIZONTALLY IN AND OUT; AND VERTICALLY UP AND DOWN, AND OPERATE INDEPENDENTLY BY MEANS OF INDIVIDUAL MECHANICAL LINKAGE CONTROLS. CONTROLS MUST BE LOCATED A DISTINCTIVE DISTANCE FROM THE MAIN BOOM CONTROLS.<br><br>6.4 OUTRIGGER CYLINDERS FOR STABILIZING LOADER SHALL BE MOUNTED INSIDE TELESCOPING LEGS.<br><br>6.5 OUTRIGGERS SHALL RETRACT TO WITHIN THE MAXIMUM HIGHWAY WIDTH AND WILL EXTEND TO A MAXIMUM WIDTH TO RESIST THE DESIGN LOAD MOMENT.<br><br>6.6 OUTRIGGER CYLINDERS SHALL CONTAIN HOLDING VALVES ON EXTEND AND RETRACT FUNCTIONS TO PREVENT OUTRIGGER LEAK DOWN. | |
| **7.0 LIGHTS AND REFLECTORS:**<br><br>7.1 SHALL CONFORM TO CURRENT STATE AND FEDERAL STANDARDS. | |
| **8.0 PAINT:**<br><br>8.1 LOADER SHALL RECEIVE (1) COAT OF HIGH-GRADE PRIMER AND (2) COATS OF HIGH-GRADE ENAMEL PAINT (MANUFACTURER'S STANDARD COLORS). | |
| **9.0 PINTLE HITCH TRAILER CONNECTION:**<br><br>9.1 THE LOADER SHALL HAVE A "PINTLE HITCH CONNECTION" RATED NO LESS THEN 90,000 LBS. FOR SHUTTLE TRAILER ATTACHMENT.<br><br>9.2 HYDRAULIC "QUICK CONNECT/DISCONNECT" FITTINGS SHALL BE PROVIDED AT THE REAR OF THE UNIT FOR HOOK-UP TO THE TRAILER DUMP SYSTEM, AND HYDRAULIC JACKSTAND. CONTROLS FOR THIS FUNCTION SHALL BE LOCATED AT THE REAR OF THE LOADER.<br>9.3 PROVISIONS TO BE MADE FOR SELECTOR TO PROVIDE OIL WHEN TRAILER IS CONNECTED.<br><br>9.4 CUSTOMER MUST PROVIDE MAKE AND MODEL OF QUICK DISCONNECTS TO ENSURE | |

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| COMPATABILITY TO CUSTOMER'S EXISTING TRAILERS. | |
| **10.0 WARRANTY:**<br><br>10.1 BIDDER MUST PROVIDE ALL WARRANTIES REQUIRED BELOW. FAILURE TO PROVIDE SUCH WARRANTIES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.<br><br>10.2 ENTIRE UNIT TO HAVE A ONE YEAR PARTS AND LABOR WARRANTY, A 4 YEAR WARRANTY ON GEAR BOX AND SLEWING RING AND HYDRAULIC CYLINDERS, AND A 4 YEAR STRUCTURAL WARRANTY.<br><br>10.3 All Warranty Work shall be done on Customer's site (On-site Warranty repair). Customer shall not be responsible for transportation of unit for warranty work. | |

## TRASH BODY TRAILER SPECIFICATIONS
## TBT 1826
## 18 FEET LONG, 26 CUBIC YARDS

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| **1.0 TRASH BODY TRAILER:**<br><br>1.1 MINIMUM 26 CUBIC YARD CAPACITY.<br><br>1.2 MINIMUM 18 FT. BODY LENGTH.<br><br>1.3 BODY FLOOR SHALL BE MADE OF 7 GAUGE STEEL.<br><br>1.4 BODY WALLS TO BE CONSTRUCTED WITH 10 GAUGE SHEET STEEL. WALL STIFFENERS TO BE A MINIMUM OF 11GAUGE FORMED CHANNELS PLACED ON APPROXIMATELY 24-INCH CENTERS.<br><br>1.5 BODY WALLS SHALL HAVE A TOP RAIL FORMED FROM 11 GAUGE MINIMUM STEEL IN SUCH MANNER AS TO ENCAPSULATE TOP END OF VERTICAL WALL STIFFENERS AND EDGE OF WALL SHEET.<br><br>1.6 WALL STIFFENERS WILL BE WELDED TO TOP RAIL AND STIFFENERS WILL BE WELDED TO THE WALL SHEET.<br><br>1.7 FRONT AND SIDE BODY WALLS TO BE 60 INCHES HIGH.<br><br>1.8 BODY FULL LENGTH MAIN STRUCTURAL CHANNEL SILLS TO BE 7 INCH @ 9.8 LBS. PER FT. CROSS SILLS TO BE 4 INCH @ 5.4 LBS. PER FT | |

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| STRUCTURAL CHANNEL. CROSS SILLS TO BE PLACED ON 16-INCH CENTERS.<br><br>1.9 BODY SHALL HAVE (2) EQUAL WIDTH BARN TYPE REAR DOORS 60 INCHES HIGH TO SWING COMPLETELY AROUND TO EACH SIDE WALL WITH PROVISIONS TO POSITIVELY LATCH OPEN FOR DUMPING.<br><br>1.10 EACH DOOR SHALL BE HINGED WITH (2) X 1 INCH HINGE PINS. HINGES MUST BE WELDED TO BODY AND DOOR AND MUST CONTAIN EASILY ACCESSIBLE GREASE FITTINGS. DOOR LATCH WILL SECURE BOTH DOORS AT THE TOP, BOTTOM, AND CENTER WHERE THE DOORS MEET.<br><br>1.11 REAR DOORS SHALL BE FABRICATED FROM 10-GAUGE STEEL WITH A CIRCUMFERENTIAL FRAME OF 4-INCH STRUCTURAL CHANNEL.<br>1.12 BODY EXTERIOR SHALL RECEIVE (1) COAT OF HIGH-GRADE PRIMER AND (2) COATS OF HIGH-GRADE ENAMEL PAINT.<br><br>1.13 BODY INTERIOR SHALL RECEIVE (1) COAT OF HIGH-GRADE PRIMER AND (1) COAT OF HIGH-GRADE ENAMEL PAINT. | |
| **2.0 TRAILER BODY HOIST:**<br><br>2.1 THE HOIST SYSTEM SHALL BE TWO 5" BORE, TWO STAGE TELESCOPIC HYDRAULIC CYLINDERS RATED @ 2,500 PSI WORKING PRESSURE MOUNTED TO PROVIDE A 45 DEGREE DUMP ANGLE. LEFT AND RIGHT HOIST CYLINDERS MUST BE MOUNTED OUTBOARD OF THE CHASSIS FRAME.<br><br>2.2 TWO (2) BODY SAFETY PROPS SHALL BE INSTALLED ON EACH SIDE OF THE TRAILER FRAME RAILS. | |
| **3.0 AXLE:**<br>**3.2** TANDEM 15,000# AXLES WITH ELECTRIC BRAKES INCLUDING DUAL P215/75R17.5 TIRES AND RIMS WILL BE FURNISHED. | |
| **4.0 WARRANTY:**<br><br>4.1 BIDDER MUST PROVIDE ALL WARRANTIES REQUIRED BELOW. FAILURE TO PROVIDE SUCH WARRANTIES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.<br>4.2 ENTIRE UNIT TO HAVE A ONE YEAR PARTS AND LABOR WARRANTY AND A 4 YEAR STRUCTURAL WARRANTY. | |

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| 4.3 All Warranty Work shall be done on Customer's site (On-site Warranty repair). Customer shall not be responsible for transportation of unit for warranty work. | |
| **CHASSIS SPECIFICATIONS** | **VENDORS RESPONSE, Y/N - EXCEPTIONS** |
| **1.0 ENGINE:**<br>1.1 260 H.P. 6 CYLINDER DIESEL W/ 660LB/FT TORQUE. EXHAUST BRAKE WITH VARIABLE GEOMETRY TURBO WITH ON-OFF DASH SWITCH<br><br>1.2 180 AMP ALTERNATOR<br><br>1.3 (2) 12 VOLT 2250 CCA BATTERIES<br><br>1.4 POSITIVE AND NEGATIVE POST FOR JUMPSTART.<br>POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT<br><br>1.5 18.7 CFM COMPRESSOR<br><br>1.6 GATES BLUE STRIPE COOLANT HOSES.<br><br>1.7 RH HORIZONTAL UNDER STEP MOUNTED AFTER TREATMENT DEVICE.13 GALLON DEF TANK. | |
| 1.8 950 SQUARE INCH RADIATOR<br><br>**2.0 TRANSMISSION**<br>2.1 ALLISON 3000 RDS W/ PTO PROVISION, 6 SPEED W/AUTO NEUTRAL AND PUSH BUTTON SHIFT CONTROL ON DASH<br><br>2.2 INTERFACE WIRING AND PDM WITH BODY BUILDER CONNECTOR BACK OF CAB.<br><br>2.3 ENGINE REMOTE INTERFACE WITH PRESET FAST IDLE.<br><br>2.4 ENGINE REMOTE INTERFACE CONNECTOR MOUNTED BACK OF CAB.<br><br>2.5 WATER TO OIL TRANSMISSION COOLER<br><br>2.6 SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)<br><br>2.7 ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED.<br><br>**3.0 FRONT AXLE** | |

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| 3.1 12,000LB FRONT AXLE<br><br>3.2 12,000LB TAPER LEAF SUSPENSION W/ SHOCK ABSORBERS<br><br>3.3 16.5" X 5" Q+ BRAKE SHOES W/ AUTO SLACK ADJUSTERS<br><br>**4.0 REAR AXLE**<br>4.1 21,000LB REAR AXLE<br><br>4.2 23,000LB FLAT-LEAF SUSPENSION W/ HELPER AND RADIUS ROD<br><br>4.3 17T MAIN DRIVELINE OR EQUIVALENT<br><br>4.4 AXLE RATIO TO BE BETWEEN 5.14 AND 6.86 TO ACHIEVE ROAD SPEED OF 68 MPH.<br><br>4.4 16.5" X 7" Q+ BRAKE SHOES W/ AUTO SLACK ADJUSTERS<br><br>**5.0 BRAKE SYSTEM**<br>5.1 ANTI-LOCK AIR BRAKES<br><br>5.2 BENDIX AD-9 AIR DRYER WITH PULL CABLES ON ALL RESERVOIRS.<br><br>**6.0 FRAME AND WHEELBASE**<br>6.173" WHEELBASE FOR BODY SPECIFIED. 108" CA, 60" AF.<br><br>6.2 FRONT TOW HOOKS<br><br>6.3 11/32" X 3-1/2" X 10-15/16" STEEL FRAME OR EQUIVALENT WITH 120KSI<br><br>**7.0 FUEL TANKS & EQUIPMENT**<br><br>7.1 50 GALLON ALUMINUM FUEL TANK<br><br>7.2 FUEL WATER SEPARATOR WITH PRIMER<br><br>**8.0 CAB**<br>8.1 HEAVY DUTY NON-AUTOMOTIVE CAB W CHROME GRILL.<br><br>8.2 BUG SCREEN, LH/RH EXTERIOR GRAB HANDLES,<br><br>8.3 AIR CAB MOUNTS<br><br>8.4 DUAL WEST COAST MIRRORS, LH & RH 8" CONVEX MIRRORS | |

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| 8.5 SINGLE 14"AIR HORN<br><br>8.6 HEATER, DEFROSTER, AIR CONDITIONER, WITH **(2) AIR CONDITIONER COMPRESSORS**<br><br>8.7 HIGH BACK AIR RIDE DRIVER BUCKET SEAT W/ 2-MAN PASSENGER SEAT W/TOOLBOX UNDERNEATH<br><br>8.8 CRUISE CONTROL, TACHOMETER, OIL PRESSURE GAUGE<br><br>8.9 AM/FM RADIO<br><br>8.10 SOLID STATE CIRCUIT PROTECTION & FUSES<br><br>8.11 2 ½LB FIRE EXTINGUISHER AND TRIANGULAR REFLECTORS<br><br>8.12 TWO CUP HOLDERS IN DASH<br><br>8.13 ELECTRIC WINDSHIELD WIPERS WITH DELAY<br><br>8.14 ONE PIECE ROPED IN WINDSHIELD<br><br>8.15 DASH MOUNTED ASHTRAY WITH LIGHTER<br><br>8.16 ALTERNATING FLASHING HEADLAMPS WITH DASH SWITCH | |
| **9.0 TIRES AND WHEELS**<br>9.1 FRONT TIRES: 11R/22.5 14 PLY WITH HIGHWAY TREAD – 10 HUB PILOT DISC WHEELS<br><br>9.2 REAR TIRES: 11R/22.5 14 PLY WITH TRACTION TREAD –10 HUB PILOT DISC WHEELS<br><br>**GENERAL CHASSIS REQUIREMENTS**<br>* TRUCK TO BE WHITE IN COLOR.<br>* MUST PROVIDE PARTS/WARRANTY/SERVICE WITHIN 60 MILE RADIUS.<br>* MUST PROVIDE PARTS AND SERVICE MANUALS WITH UNIT.<br>* MUST PROVIDE STATE AND DOT INSPECTION.<br>* MUST PROVIDE ON-SITE DRIVER TRAINING AT TIME OF DELIVERY.<br>* MUST PROVIDE TOWING/ROADSIDE SERVICE WARRANTY FOR 4YEAR. | |

**DELIVERY:**

INDICATE NUMBER OF DAYS THE PRODUCT SHALL BE DELIVERED AFTER THE RECEIPT OF PURCHASE ORDER._____

**TOTAL PRICE (PER UNIT)** _____

**Signature of Representative:** _____

## ADDITIONAL CHASSIS REQUIREMENTS

*** Must provide 4yr/150,000 mile engine warranty covering parts and labor to include:**

Major components

ECM

Piston, rings, and liners

Lube oil cooler assembly

Front gear cover

Oil pan

Connecting rod assembly

Lube Pump assembly

Camshaft and bushings

Cam follower assemblies

Crank shaft assemblies

EGR cooler, valve and mixer

Fuel Injectors

Turbo

Water pump

Fuel pump

Air Compressor

Select engine sensors

*** Must provide 4yr/150,000 mile engine after-treatment system/emissions control warranty**

*** Must provide 5yr/Unlimited mile transmission warranty**

*** Must provide 4yr/100,000 mile base vehicle chassis warranty to include:**

Climate Control System

Cooling system (radiator)

Suspensions (front and rear)

Steering system

Starter & Alternator

Drivelines

Chassis wiring and connectors

Gauges and switches

Charge air cooler

Air system

Braking system

Interior components

## NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, November 21, 2013, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items for the Public Works Department, to-wit:

**ONE (1) NEW TRUCK MOUNTED SHUTTLE SYSTEM KNUCKLE BOOM LOADER**

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 22 day of October, 2013

CITY OF HATTIESBURG, MISSISSIPPI

BY: Connie Everett (DC)

CITY CLERK

(SEAL)

SPECIFICATIONS FOR: ONE (1) NEW TRUCK MOUNTED SHUTTLE SYSTEM KNUCKLE BOOM LOADER FOR PUBLIC WORKS

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, November 21, 2013, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner EXACTLY as follows:

BID
ONE (1) NEW TRUCK MOUNTED SHUTTLE SYSTEM KNUCKLE BOOM LOADER FOR PUBLIC WORKS
SUBMITTED BY 10:00 A.M. NOVEMBER 21, 2013

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 22 day of October A. D., 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

SPECIFICATIONS APPROVED BY:

PUBLIC WORKS

# CITY OF HATTIESBURG, MISSISSIPPI
# SPECIFICATION
## TRUCK MOUNTED SHUTTLE SYSTEM KNUCKLE BOOM LOADER

THE UNIT WILL BE USED IN COLLECTION AND LOADING OF BULK TRASH, LIMBS, LEAVES, BUILDING MATERIALS, AND WHITE GOODS, OR OTHER MATERIALS OF THAT NATURE. **UNIT MUST BE MANUFACTURED IN AN ISO 9000:2000 CERTIFIED FACILITY.** ALL BIDDERS MUST FILL IN ALL INFORMATION. IF MEETING OR EXCEEDING SPECIFICATIONS PUT **YES**, AND IF EXCEPTIONS ARE TAKEN PUT **NO**. ANY EXCEPTIONS MUST BE EXPLAINED IN WRITING. ALL PROPOSALS INCLUDE DELIVERY, TRAINING OF OPERATORS AND SERVICE PERSONNEL.

| LOADER SPECIFICATIONS | VENDOR'S RESPONSE, Y/N EXCEPTIONS |
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| **1.0 BOOM:**<br><br>1.1 TOTAL BOOM LENGTH TO BE 20FT. MAIN BOOM TO BE 16FT. WITH A 4FT. TELESCOPING SECTION.<br><br>1.2 MINIMUM LIFT CAPACITY TO BE 3,000 LBS. @ 20 FT. (INCLUDING GRAPPLE)<br><br>1.3 BOOM PEDESTAL TO BE CONSTRUCTED OF HIGH STRENGTH STEEL, PROVIDING A 3:1 SAFETY FACTOR.<br><br>1.4 ALL HYDRAULIC HOSES LOCATED AT THE OPERATOR POSITION (BOOM PEDESTAL) MUST BE ENCLOSED IN THE PEDESTAL BASE. ACCESS PROVIDED BY AN EASILY REMOVABLE STEEL COVER.<br><br>1.5 BOOM PIVOT SHALL BE MOUNTED TO THE PEDESTAL BY MEANS OF A SLEWING RING\BEARING THAT HAS A MINIMUM CAPACITY OF 513,000 LBS. STATIC LOAD AND 186,000 FT-LBS. MOMENT. SLEWING RING SHALL BE 3 ½" THICK AND HAVE AN O.D. OF 25 ¾". BOOM PIVOT SHALL BE CONSTRUCTED WITH A 9" O.D. SAFETY RETAINING TUBE. THE BOOM PIVOT SAFETY RETAINING TUBE SHALL BE A MINIMUM OF 12" LONG AND CONFINE ALL HOSES WHICH PASS THROUGH THE PEDESTAL/BOOM PIVOT ASSEMBLY.<br><br>1.6 BOOM ROTATION OF 360 DEGREES MINIMUM WITH MECHANICAL STOPS FOR SAFETY.<br><br>1.7 BOOM ROTATION SHALL BE ACCOMPLISHED BY A DIRECT HYDRAULIC SWING DRIVE THROUGH A SLEWING (BEARING) RING PRODUCING 250,000 INCH-POUNDS TORQUE. | |

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| 1.8 ENTIRE BOOM ASSEMBLY SHALL BE DESIGNED WITH A TENSILE STRENGTH TO PROVIDE A SAFETY FACTOR OF 3 TO 1 AT THE RATED LOAD CAPACITY.<br><br>1.9 MAIN BOOM SHALL BE CONSTRUCTED OF (2) 4"X 8" HIGH STRENGTH STEEL TUBE.<br><br>1.10 TIP BOOM SHALL BE CONSTRUCTED FROM A 5" X 7" HIGH STRENGTH STEEL TUBE.<br><br>1.11 TIP BOOM SHALL HAVE A 4' TELESCOPIC EXTENSION TIP SECTION CONSTRUCTED FROM 4"X 6" HIGH STRENGTH STEEL TUBE.<br><br>1.12 MAIN BOOM SHALL BE EQUIPPED WITH MECHANICAL STOPS TO PROHIBIT HYDRAULIC CYLINDERS FROM BOTTOMING OUT. EXTEND BOOM STOPS MUST BE EASILY ACCESSIBLE AND REMOVABLE FOR SERVICE.<br><br>1.13 BOOM PEDESTAL TO BE MOUNTED DIRECTLY TO THE CHASSIS FRAME RAILS. MOUNTING MUST INCLUDE INSIDE FRAME RAIL SUPPORTS AT THE MOUNTING POINTS.<br><br>1.14 THE ENTIRE BOOM MUST BE SERVICEABLE DOWN TO THE COMPONENT LEVEL, E.G., EVERY HYDRAULIC HOSE, FLUID TUBES, BRACKET, PIN, ETC. HAVING TO REPLACE SUBASSEMBLIES IN ORDER TO REPAIR A COMPONENT WILL NOT BE ACCEPTABLE.<br><br>1.15 TELESCOPIC TIP EXTENSION SHALL BE EQUIPPED WITH REPLACEABLE NYLON BEARINGS ON ALL 3 SIDES WITH ROLLER ON BOTTOM. BEARINGS MUST BE EASILY ACCESSIBLE FOR REPLACEMENT AND HAVE AUTOMATIC "SLACK-HOSE-TAKE-UP."<br><br>1.16 ALL BOOM CONNECTIONS REQUIRING PINS SHALL BE EQUIPPED WITH REPLACEABLE BUSHINGS AND HEAT-TREATED PINS.<br><br>1.17 ALL OPERATING FUNCTIONS SHALL BE CONTROLLED FROM THE OPERATOR STATION MOUNTED ON THE LEFT HAND SIDE OF THE BOOM. THE OPERATOR STATION MUST ROTATE WITH THE BOOM ASSEMBLY AND HAVE A CUSHIONED OPERATOR SEAT WITH ARM REST AND SEAT BELT. A STEP MADE OF SLIP RESISTANT MATERIAL IS REQUIRED FOR EASE OF ACCESS.<br><br>1.18 A TWO STAGE TANDEM PUMP ALLOWS FOR MULTI-FUNCTION CONTROL OF THE LOADER. | |

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| 1.19 OPERATOR CONTROLS SHALL BE MECHANICAL "JOYSTICK " TYPE. ALL CONTROLS SHALL BE CLEARLY IDENTIFIED AS TO FUNCTION.<br><br>1.20 SWING CONTROLS SHALL BE MECHANICAL FOOT OPERATED CONTROLS WITH SAFETY COVERS TO PREVENT INADVERTENT ACTIVATION.<br><br>1.21 ELECTRONIC ENGINE SPEED-UP CONTROL IS REQUIRED. CABLE OR AIR ACTUATED WILL NOT BE ACCEPTABLE.<br><br>1.22 THE ENTIRE OPERATOR WORK STATION SHALL HAVE AN ENCLOSED CAB. SLIDING WINDOWS SHALL BE PROVIDED ON ALL FOUR SIDES OF THE CAB FOR MAXIMUM OPERATOR VISIBILITY. THE ENCLOSED OPERATOR'S STATION SHALL HAVE A 12 VOLT AIR CONDITIONER. | |
| **2.0 TRASH GRAPPLE\BUCKET:**<br><br>2.1 BUCKET SHALL HAVE A 360 DEGREE CONTINUOUS ROTATING GRAPPLE WITH A REPLACEABLE HYDRAULIC SWIVEL. SWIVEL SHALL NOT BE WELDED OR BE AN INTEGRAL PART OF THE GRAPPLE.<br><br>2.2 BUCKET IS TO BE OPENED AND CLOSED BY (2) HYDRAULIC CYLINDERS WITH A CLOSING FORCE\"BITE" OF 3,600 LBS.<br><br>2.3 BUCKET IS TO BE 4' LONG AND CAPABLE OF OPENING TO 60 INCHES FROM LIP TO LIP.<br><br>2.4 BUCKET SHALL BE FABRICATED WITH A BOLT ON REPLACEABLE H.S.H.C. STEEL CUTTING EDGE.<br><br>2.5 PROVISION SHALL BE MADE TO STORE THE GRAPPLE TO THE FRONT OF THE PEDESTAL BASE WHILE THE UNIT IS BEING TRANSPORTED. | |
| **3.0 HYDRAULICS:**<br><br>3.1 RESERVOIR SHALL BE A MINIMUM OF 45 GALLONS. IT SHALL HAVE A DUAL LEVEL/OIL TEMPERATURE GAUGE ON SIDE OF TANK. AN IN-TANK SUCTION STRAINER IS INCLUDED.<br><br>3.2 FILTER SHALL BE A 10-MICRON, RETURN LINE REPLACEABLE FILTER MOUNTED ON OUTSIDE OF RESERVOIR.<br><br>3.3 MAIN BOOM, TIP BOOM AND OUTRIGGER HYDRAULIC CYLINDERS SHALL CONTAIN PILOT | |

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| OPERATED CHECK VALVES AS AN INTEGRAL PART OF EACH CYLINDER TO PREVENT BOOM MOVEMENT IN THE EVENT OF HYDRAULIC HOSE FAILURE. BOLT ON PILOT OPERATED CHECK VALVES WILL NOT BE PERMISSIBLE.<br><br>3.4 TWO OPERATOR BALL VALVES, LOCATED AT THE OPERATOR STATION, WILL ALLOW FOR TRAVEL OF THE BOOM IN THE TRAILER. THESE VALVES ALLOW THE MAIN BOOM AND SWING FUNCTIONS "FREE FLOAT". THESE VALVES MUST INCORPORATE SAFETY LATCHES.<br><br>3.5 ALL HOSES SHALL BE RATED AT 4,000-PSI WORKING PRESSURE.<br><br>3.6 PORT TUBING THROUGHOUT THE MAIN AND TIP BOOM SHALL BE STAINLESS STEEL TUBE.<br><br>3.7 CONTROL VALVES SHALL HAVE A 20 GPM RATING.<br><br>3.8 SUCCESSFUL BIDDER MUST PROVIDE A COMPUTER PRINTOUT AT TIME OF DELIVERY SHOWING PARTICLE TESTING OF THE HYDRAULIC OIL DONE JUST PRIOR TO THE UNIT BEING SHIPPED IN ORDER TO ILLUSTRATE TOTALLY UNCONTAMINATED OIL. | |
| **4.0 POWER SOURCE:**<br><br>4.1 UNIT TO BE MOUNTED ON ANY CHASSIS THAT MEETS THE SPECIFICATION PREVIOUSLY STATED, WITH A HEAVY – DUTY "HOT SHIFT" PTO AND A HEAVY – DUTY BI-ROTATIONAL TANDEM HYDRAULIC PUMP. | |
| **5.0 THROTTLE CONTROL:**<br><br>5.1 UNIT TO HAVE AN ELECTRIC OPERATED THROTTLE CONTROL TO MAINTAIN PROPER ENGINE SPEED WHEN LOADER IS OPERATED UNDER LOAD. SWITCH FOR THROTTLE CONTROL TO BE MOUNTED ON OPERATOR'S PLATFORM FOR OPERATOR'S CONVENIENCE.<br><br>5.2 THROTTLE SPEED-UP SHALL OPERATE ONLY WHEN THE TRANSMISSION IN THE NEUTRAL POSITION. | |
| **6.0 OUTRIGGERS:**<br>6.1 OUTRIGGERS SHALL BE EXTENDABLE TO A DISTANCE THAT WILL RESIST LOADS OF 85% OF THE TIPPING MOMENT UNDER MAXIMUM RATED LOAD. | |

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| 6.2 THE OUTRIGGERS ARE TO BE EQUIPPED WITH SMOOTH PADS TO CAUSE MINIMUM DAMAGE TO CONTACTED SURFACE.<br><br>6.3 OUTRIGGERS SHALL TELESCOPE HORIZONTALLY IN AND OUT; AND VERTICALLY UP AND DOWN, AND OPERATE INDEPENDENTLY BY MEANS OF INDIVIDUAL MECHANICAL LINKAGE CONTROLS. CONTROLS MUST BE LOCATED A DISTINCTIVE DISTANCE FROM THE MAIN BOOM CONTROLS.<br><br>6.4 OUTRIGGER CYLINDERS FOR STABILIZING LOADER SHALL BE MOUNTED INSIDE TELESCOPING LEGS.<br><br>6.5 OUTRIGGERS SHALL RETRACT TO WITHIN THE MAXIMUM HIGHWAY WIDTH AND WILL EXTEND TO A MAXIMUM WIDTH TO RESIST THE DESIGN LOAD MOMENT.<br><br>6.6 OUTRIGGER CYLINDERS SHALL CONTAIN HOLDING VALVES ON EXTEND AND RETRACT FUNCTIONS TO PREVENT OUTRIGGER LEAK DOWN. | |
| **7.0 LIGHTS AND REFLECTORS:**<br><br>7.1 SHALL CONFORM TO CURRENT STATE AND FEDERAL STANDARDS. | |
| **8.0 PAINT:**<br><br>8.1 LOADER SHALL RECEIVE (1) COAT OF HIGH-GRADE PRIMER AND (2) COATS OF HIGH-GRADE ENAMEL PAINT (MANUFACTURER'S STANDARD COLORS). | |
| **9.0 PINTLE HITCH TRAILER CONNECTION:**<br><br>9.1 THE LOADER SHALL HAVE A "PINTLE HITCH CONNECTION" RATED NO LESS THEN 90,000 LBS. FOR SHUTTLE TRAILER ATTACHMENT.<br><br>9.2 HYDRAULIC "QUICK CONNECT/DISCONNECT" FITTINGS SHALL BE PROVIDED AT THE REAR OF THE UNIT FOR HOOK-UP TO THE TRAILER DUMP SYSTEM, AND HYDRAULIC JACKSTAND. CONTROLS FOR THIS FUNCTION SHALL BE LOCATED AT THE REAR OF THE LOADER.<br>9.3 PROVISIONS TO BE MADE FOR SELECTOR TO PROVIDE OIL WHEN TRAILER IS CONNECTED.<br><br>9.4 CUSTOMER MUST PROVIDE MAKE AND MODEL OF QUICK DISCONNECTS TO ENSURE | |

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| COMPATABILITY TO CUSTOMER'S EXISTING TRAILERS. | |
| **10.0 WARRANTY:**<br><br>10.1 BIDDER MUST PROVIDE ALL WARRANTIES REQUIRED BELOW. FAILURE TO PROVIDE SUCH WARRANTIES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.<br><br>10.2 ENTIRE UNIT TO HAVE A ONE YEAR PARTS AND LABOR WARRANTY, A 4 YEAR WARRANTY ON GEAR BOX AND SLEWING RING AND HYDRAULIC CYLINDERS, AND A 4 YEAR STRUCTURAL WARRANTY.<br><br>10.3 All Warranty Work shall be done on Customer's site (On-site Warranty repair). Customer shall not be responsible for transportation of unit for warranty work. | |

## TRASH BODY TRAILER SPECIFICATIONS
## TBT 1826
## 18 FEET LONG, 26 CUBIC YARDS

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| **1.0 TRASH BODY TRAILER:**<br><br>1.1 MINIMUM 26 CUBIC YARD CAPACITY.<br><br>1.2 MINIMUM 18 FT. BODY LENGTH.<br><br>1.3 BODY FLOOR SHALL BE MADE OF 7 GAUGE STEEL.<br><br>1.4 BODY WALLS TO BE CONSTRUCTED WITH 10 GAUGE SHEET STEEL. WALL STIFFENERS TO BE A MINIMUM OF 11GAUGE FORMED CHANNELS PLACED ON APPROXIMATELY 24-INCH CENTERS.<br><br>1.5 BODY WALLS SHALL HAVE A TOP RAIL FORMED FROM 11 GAUGE MINIMUM STEEL IN SUCH MANNER AS TO ENCAPSULATE TOP END OF VERTICAL WALL STIFFENERS AND EDGE OF WALL SHEET.<br><br>1.6 WALL STIFFENERS WILL BE WELDED TO TOP RAIL AND STIFFENERS WILL BE WELDED TO THE WALL SHEET.<br><br>1.7 FRONT AND SIDE BODY WALLS TO BE 60 INCHES HIGH.<br><br>1.8 BODY FULL LENGTH MAIN STRUCTURAL CHANNEL SILLS TO BE 7 INCH @ 9.8 LBS. PER FT. CROSS SILLS TO BE 4 INCH @ 5.4 LBS. PER FT | |

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| STRUCTURAL CHANNEL. CROSS SILLS TO BE PLACED ON 16-INCH CENTERS.<br><br>1.9 BODY SHALL HAVE (2) EQUAL WIDTH BARN TYPE REAR DOORS 60 INCHES HIGH TO SWING COMPLETELY AROUND TO EACH SIDE WALL WITH PROVISIONS TO POSITIVELY LATCH OPEN FOR DUMPING.<br><br>1.10 EACH DOOR SHALL BE HINGED WITH (2) X 1 INCH HINGE PINS. HINGES MUST BE WELDED TO BODY AND DOOR AND MUST CONTAIN EASILY ACCESSIBLE GREASE FITTINGS. DOOR LATCH WILL SECURE BOTH DOORS AT THE TOP, BOTTOM, AND CENTER WHERE THE DOORS MEET.<br><br>1.11 REAR DOORS SHALL BE FABRICATED FROM 10-GAUGE STEEL WITH A CIRCUMFERENTIAL FRAME OF 4-INCH STRUCTURAL CHANNEL.<br>1.12 BODY EXTERIOR SHALL RECEIVE (1) COAT OF HIGH-GRADE PRIMER AND (2) COATS OF HIGH-GRADE ENAMEL PAINT.<br><br>1.13 BODY INTERIOR SHALL RECEIVE (1) COAT OF HIGH-GRADE PRIMER AND (1) COAT OF HIGH-GRADE ENAMEL PAINT. | |
| **2.0 TRAILER BODY HOIST:**<br><br>2.1 THE HOIST SYSTEM SHALL BE TWO 5" BORE, TWO STAGE TELESCOPIC HYDRAULIC CYLINDERS RATED @ 2,500 PSI WORKING PRESSURE MOUNTED TO PROVIDE A 45 DEGREE DUMP ANGLE. LEFT AND RIGHT HOIST CYLINDERS MUST BE MOUNTED OUTBOARD OF THE CHASSIS FRAME.<br><br>2.2 TWO (2) BODY SAFETY PROPS SHALL BE INSTALLED ON EACH SIDE OF THE TRAILER FRAME RAILS. | |
| **3.0 AXLE:**<br>**3.2** TANDEM 15,000# AXLES WITH ELECTRIC BRAKES INCLUDING DUAL P215/75R17.5 TIRES AND RIMS WILL BE FURNISHED. | |
| **4.0 WARRANTY:**<br><br>4.1 BIDDER MUST PROVIDE ALL WARRANTIES REQUIRED BELOW. FAILURE TO PROVIDE SUCH WARRANTIES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.<br>4.2 ENTIRE UNIT TO HAVE A ONE YEAR PARTS AND LABOR WARRANTY AND A 4 YEAR STRUCTURAL WARRANTY. | |

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| 4.3 All Warranty Work shall be done on Customer's site (On-site Warranty repair). Customer shall not be responsible for transportation of unit for warranty work. | |
| **CHASSIS SPECIFICATIONS** | **VENDORS RESPONSE, Y/N - EXCEPTIONS** |
| **1.0 ENGINE:**<br>1.1 260 H.P. 6 CYLINDER DIESEL W/ 660LB/FT TORQUE. EXHAUST BRAKE WITH VARIABLE GEOMETRY TURBO WITH ON-OFF DASH SWITCH<br><br>1.2 180 AMP ALTERNATOR<br><br>1.3 (2) 12 VOLT 2250 CCA BATTERIES<br><br>1.4 POSITIVE AND NEGATIVE POST FOR JUMPSTART.<br>POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT<br><br>1.5 18.7 CFM COMPRESSOR<br><br>1.6 GATES BLUE STRIPE COOLANT HOSES.<br><br>1.7 RH HORIZONTAL UNDER STEP MOUNTED AFTER TREATMENT DEVICE.13 GALLON DEF TANK.<br><br>1.8 950 SQUARE INCH RADIATOR<br><br>**2.0 TRANSMISSION**<br>2.1 ALLISON 3000 RDS W/ PTO PROVISION, 6 SPEED W/AUTO NEUTRAL AND PUSH BUTTON SHIFT CONTROL ON DASH<br><br>2.2 INTERFACE WIRING AND PDM WITH BODY BUILDER CONNECTOR BACK OF CAB.<br><br>2.3 ENGINE REMOTE INTERFACE WITH PRESET FAST IDLE.<br><br>2.4 ENGINE REMOTE INTERFACE CONNECTOR MOUNTED BACK OF CAB.<br><br>2.5 WATER TO OIL TRANSMISSION COOLER<br><br>2.6 SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)<br><br>2.7 ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED.<br><br>**3.0 FRONT AXLE** | |

3.1 12,000LB FRONT AXLE

3.2 12,000LB TAPER LEAF SUSPENSION W/ SHOCK ABSORBERS

3.3 16.5" X 5" Q+ BRAKE SHOES W/ AUTO SLACK ADJUSTERS

**4.0 REAR AXLE**

4.1 21,000LB REAR AXLE

4.2 23,000LB FLAT-LEAF SUSPENSION W/ HELPER AND RADIUS ROD

4.3 17T MAIN DRIVELINE OR EQUIVALENT

4.4 AXLE RATIO TO BE BETWEEN 5.14 AND 6.86 TO ACHIEVE ROAD SPEED OF 68 MPH.

4.4 16.5" X 7" Q+ BRAKE SHOES W/ AUTO SLACK ADJUSTERS

**5.0 BRAKE SYSTEM**

5.1 ANTI-LOCK AIR BRAKES

5.2 BENDIX AD-9 AIR DRYER WITH PULL CABLES ON ALL RESERVOIRS.

**6.0 FRAME AND WHEELBASE**

6.173" WHEELBASE FOR BODY SPECIFIED. 108" CA, 60" AF.

6.2 FRONT TOW HOOKS

6.3 11/32" X 3-1/2" X 10-15/16" STEEL FRAME OR EQUIVALENT WITH 120KSI

**7.0 FUEL TANKS & EQUIPMENT**

7.1 50 GALLON ALUMINUM FUEL TANK

7.2 FUEL WATER SEPARATOR WITH PRIMER

**8.0 CAB**

8.1 HEAVY DUTY NON-AUTOMOTIVE CAB W CHROME GRILL.

8.2 BUG SCREEN, LH/RH EXTERIOR GRAB HANDLES,

8.3 AIR CAB MOUNTS

8.4 DUAL WEST COAST MIRRORS, LH & RH 8" CONVEX MIRRORS

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| 8.5 SINGLE 14"AIR HORN<br><br>8.6 HEATER, DEFROSTER, AIR CONDITIONER, WITH **(2) AIR CONDITIONER COMPRESSORS**<br><br>8.7 HIGH BACK AIR RIDE DRIVER BUCKET SEAT W/ 2-MAN PASSENGER SEAT W/TOOLBOX UNDERNEATH<br><br>8.8 CRUISE CONTROL, TACHOMETER, OIL PRESSURE GAUGE<br><br>8.9 AM/FM RADIO<br><br>8.10 SOLID STATE CIRCUIT PROTECTION & FUSES<br><br>8.11 2 ½LB FIRE EXTINGUISHER AND TRIANGULAR REFLECTORS<br><br>8.12 TWO CUP HOLDERS IN DASH<br><br>8.13 ELECTRIC WINDSHIELD WIPERS WITH DELAY<br><br>8.14 ONE PIECE ROPED IN WINDSHIELD<br><br>8.15 DASH MOUNTED ASHTRAY WITH LIGHTER<br><br>8.16 ALTERNATING FLASHING HEADLAMPS WITH DASH SWITCH<br><br>**9.0 TIRES AND WHEELS**<br>9.1 FRONT TIRES: 11R/22.5 14 PLY WITH HIGHWAY TREAD – 10 HUB PILOT DISC WHEELS<br><br>9.2 REAR TIRES: 11R/22.5 14 PLY WITH TRACTION TREAD –10 HUB PILOT DISC WHEELS<br><br>**GENERAL CHASSIS REQUIREMENTS**<br>* TRUCK TO BE WHITE IN COLOR.<br>* MUST PROVIDE PARTS/WARRANTY/SERVICE WITHIN 60 MILE RADIUS.<br>* MUST PROVIDE PARTS AND SERVICE MANUALS WITH UNIT.<br>* MUST PROVIDE STATE AND DOT INSPECTION.<br>* MUST PROVIDE ON-SITE DRIVER TRAINING AT TIME OF DELIVERY.<br>* MUST PROVIDE TOWING/ROADSIDE SERVICE WARRANTY FOR 4YEAR. | |

**DELIVERY:**
INDICATE NUMBER OF DAYS THE PRODUCT SHALL BE DELIVERED AFTER THE RECEIPT OF PURCHASE ORDER._____

**TOTAL PRICE (PER UNIT)** _____

**Signature of Representative:** _____

## ADDITIONAL CHASSIS REQUIREMENTS

*** Must provide 4yr/150,000 mile engine warranty covering parts and labor to include:**

Major components

- ECM
- Piston, rings, and liners
- Lube oil cooler assembly
- Front gear cover
- Oil pan
- Connecting rod assembly
- Lube Pump assembly
- Camshaft and bushings
- Cam follower assemblies
- Crank shaft assemblies
- EGR cooler, valve and mixer
- Fuel Injectors
- Turbo
- Water pump
- Fuel pump
- Air Compressor
- Select engine sensors

*** Must provide 4yr/150,000 mile engine after-treatment system/emissions control warranty**

*** Must provide 5yr/Unlimited mile transmission warranty**

*** Must provide 4yr/100,000 mile base vehicle chassis warranty to include:**

- Climate Control System
- Cooling system (radiator)
- Suspensions (front and rear)
- Steering system
- Starter & Alternator
- Drivelines
- Chassis wiring and connectors
- Gauges and switches
- Charge air cooler
- Air system
- Braking system
- Interior components

# City of Hattiesburg, MS

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

## Master

### File Number: 2013-0674

**File ID:** 2013-0674 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

**File Created:** 10/15/2013

**Brief Title:** Approve Specifications and Authorize Publication of Advertisement for One (1) New Knuckle Boom Loader and Trash Body with Chassis for Public Works

**Final Action:**

**Minute Book Number:** MB2013-321

**Title:**

Approve Specifications and Authorize Publication of Advertisement for One (1) New Knuckle Boom Loader and Trash Body with Chassis for Public Works

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** 10-22-Advertise Knuckle Boom and Trash Body, executed 10-22-Advertise Knuckle Boom and Trash Body

**Enactment Number:**

**Contact:**

**Meeting Date:** 10/22/2013

**Drafter:**

**Effective Date:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 10/22/2013 | | | | | |

### Text of Legislative File 2013-0674

#### Title

Approve Specifications and Authorize Publication of Advertisement for One (1) New Knuckle Boom Loader and Trash Body with Chassis for Public Works

#### Summary

Approve Specifications and Authorize Publication of Advertisement for One (1) New Knuckle Boom Loader and Trash Body with Chassis for Public Works

## NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, November 21, 2013, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items for the Public Works Department, to-wit:

**ONE (1) NEW KNUCKLE BOOM LOADER AND TRASH BODY WITH CHASSIS**

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 22 day of October, 2013

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

CITY CLERK

( S E A L )

SPECIFICATIONS FOR: ONE (1) NEW KNUCKLE BOOM LOADER AND TRASH BODY WITH CHASSIS FOR PUBLIC WORKS

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, November 21, 2013, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner EXACTLY as follows:

BID
ONE (1) NEW KNUCKLE BOOM LOADER AND TRASH BODY WITH CHASSIS FOR PUBLIC WORKS
SUBMITTED BY 10:00 A.M. NOVEMBER 21, 2013

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 22 day of October A. D., 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

SPECIFICATIONS APPROVED BY:

PUBLIC WORKS

# CITY OF HATTIESBURG, MS

BID SPECIFICATIONS FOR:

**KNUCKLE BOOM LOADER AND TRASH BODY WITH CHASSIS**

THE UNIT WILL BE USED IN COLLECTION AND LOADING OF BULK TRASH, LIMBS, LEAVES, BUILDING MATERIALS, AND WHITE GOODS, OR OTHER MATERIALS OF THAT NATURE. **UNIT MUST BE MANUFACTURED** in an ISO 9000:2000 certified facility. All bidders must fill in all information. If meeting or EXCEEDING SPECIFICATIONS PUT **YES**, AND IF EXCEPTIONS ARE TAKEN PUT **NO**. ANY EXCEPTIONS MUST BE EXPLAINED IN WRITING. ALL PROPOSALS INCLUDE DELIVERY, TRAINING OF OPERATORS AND SERVICE PERSONNEL.

| LOADER SPECIFICATIONS | VENDOR'S RESPONSE, Y/N-EXCEPTIONS |
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| **1.0 BOOM:**<br><br>1.1 Boom length to be 16ft. with 4ft. telescoping section to 20ft.<br><br>1.2 Minimum lift capacity to be 3,300 Lbs. @ 20ft. including grapple.<br><br>1.3 Boom Pedestal to be constructed of High Strength Steel, providing a 3:1 safety factor.<br><br>1.4 All hydraulic hoses located at the operator position (Boom Pedestal) must be enclosed in the pedestal base. Access provided by an easily removable steel cover.<br><br>1.5 Boom Pivot shall be mounted to the pedestal by means of a slewing ring\bearing that has a minimum capacity of 513,000 lbs. static load and 186,000 Ft-Lbs. moment. Slewing ring shall be 3 ½" thick and have an O.D. of 25 ¾". Boom pivot shall be constructed with a 9" O.D. safety retaining tube. The Boom Pivot Safety Retaining Tube shall be a minimum of 12" long and confine all hoses which pass through the Pedestal/Boom Pivot Assembly.<br><br>1.6 Boom rotation of 270 degrees minimum with mechanical stops for safety. Stops must be welded into machined recesses to ensure non-movement. Pedestal stop must have a minimum of three (3) square inches and have a nylon contact with pivot stops and a minimum width of five (5) inches.<br><br>1.7 Boom rotation shall be accomplished by a direct hydraulic swing drive through a slewing (bearing) ring& planetary gearbox capable of producing 250,000 inch-pounds torque. | |

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| 1.8 Entire Boom Assembly shall be designed with a tensile strength to provide a safety factor of 3 to 1 at the rated load capacity.<br><br>1.9 Main Boom shall be constructed of (2) 4"x 8" High Strength Steel Tubing.<br><br>1.10 Tip Boom shall be constructed from a 5" x 7" High Strength Steel Tube.<br><br>1.11 Tip Boom shall have a 4' telescopic extension tip section constructed from 4"x 6" High Strength Steel Tube.<br><br>1.12 Main Boom shall be equipped with mechanical stops to prohibit hydraulic cylinders from bottoming out. Extend boom stops must be easily accessible and removable for service.<br><br>1.13 Boom pedestal to be mounted directly to the chassis frame rails. Mounting must include inside frame rail supports at the mounting points.<br><br>1.14 The entire boom must be serviceable down to the component level, e.g., every hydraulic hose, fluid tubes, bracket, pin, etc. Having to replace subassemblies in order to repair a component will not be acceptable.<br><br>1.15 Telescopic tip extension shall be equipped with replaceable nylon bearings on all 3 sides with roller on bottom. Bearings must be easily accessible for replacement and have "auto-hose-slack" take-up.<br><br>1.16 All boom connections requiring pins shall be equipped with replaceable bushings and heat-treated pins.<br><br>1.17 All operating functions shall be hydraulically controlled from the operator station located both on the left and right hand side of the loader.<br><br>1.18 Two stage tandem pump allows for multiple function control of the loader.<br><br>1.19 Operator controls shall be controlled by means of hydraulic joysticks located on both sides of the loader (two per side, three functions per joy stick). | |

1.20 A safety feature shall be provided to allow only one side of controls to function at a time. Joy sticks shall function only from one side at a time.

1.21 Joy sticks shall not require any lubrication thereby eliminating any frequent maintenance.

1.22 Outriggers controlled by individual levers located conveniently in the center of the operator's platform.

1.23 Body dumping is controlled by a single lever at the center of the operator's platform separate from any other control. Proper enclosures shall be provided to protect operator from hydraulic fluid and components. All controls shall be clearly identified as to function.

1.24 Main Boom and Tip Boom cylinders must incorporate integral holding valves. Externally mounted holding valves are not acceptable.

## 2.0 Trash Grapple\Bucket:

2.1 Bucket shall have a 360 degree continuous rotating grapple with a replaceable hydraulic swivel. Swivel shall not be welded or be an integral part of the grapple.

2.2 Bucket is to be opened and closed by (2) hydraulic cylinders with a closing force\"bite" of 3,600 lbs.

2.3 Bucket is to be 4' long and capable of opening to 60 inches from lip to lip.

2.4 Bucket shall be fabricated with a bolt on replaceable H.S.H.C. steel cutting edge.

2.5 Bucket cylinders and hoses shall be enclosed by a removable steel cover.

## 3.0 Hydraulics:

3.1 Reservoir shall be a minimum of 45 gallons. It shall have a dual level/oil temperature gauge on side of tank. An in-tank suction strainer is included.

3.2 Filter shall be a 10-micron, return line replaceable filter mounted on outside of reservoir.

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| 3.3 Cut-off valves are to be provided for both pressure and suction.<br><br>3.4 Main boom, tip boom and outrigger hydraulic cylinders shall contain pilot operated check valves as an integral part of each cylinder to prevent boom movement in the event of hydraulic hose failure. Bolt on pilot operated check valves will not be permissible.<br><br>3.5 All hoses shall be rated at 4,000-psi working pressure.<br><br>3.6 Port tubing through the main boom shall be zinc plated steel tube.<br><br>3.7 Control valves shall have a 20 GPM rating.<br><br>3.8 Successful bidder must provide a computer printout at time of delivery showing particle testing of the hydraulic oil done just prior to the unit being shipped in order to illustrate cleanliness of Hydraulic System.<br><br>**4.0 Power Source:**<br><br>4.1 Unit to be mounted on any chassis that meets the manufactures recommended specification with a heavy – duty clutch style (Hot Shift) PTO and a heavy – duty bi-rotational Tandem hydraulic pump.<br><br>**5.0 Throttle Control:**<br><br>5.1 Unit to have an electric operated throttle control to maintain proper engine speed when loader is operated under load. Switch for throttle control to be mounted on operator's platform for operator's convenience.<br><br>5.2 Throttle speed-up shall operate only when the transmission in the neutral position. | |
| **6.0 Outriggers:**<br><br>6.1 Outriggers shall be extendable to a distance that will resist loads of 85% of the tipping moment under maximum rated load.<br><br>6.2 The outriggers are to be equipped with smooth pads to cause minimum damage to contacted surface. | |

6.3 Outriggers shall telescope horizontally in and out; and vertically up and down and operate independently by means of individual mechanical linkage controls. Controls must be located a distinctive distance from the main boom controls.

6.4 Outrigger cylinders for stabilizing loader shall be mounted inside telescoping legs.

6.5 Outriggers shall retract to within the maximum highway width and will extend to a maximum width to resist the design load moment.

6.6 Outrigger Cylinders shall contain holding valves on extend and retract functions to prevent outrigger leak down.

## 7.0 Trash Body:

7.1 24 cubic yard capacity.

7.2 18 foot body length.

7.3 Body shall be mounted with a minimum space of 60 inches between the cab and the front of the body.

7.4 Body floor shall be made of ¼" sheet steel. Sides are formed to create the lower side bumper channel structure of the body.

7.5 Body walls to be constructed with 10 gauge sheet steel. Wall stiffeners to be a minimum of 11gauge formed channels placed on approximately 24-inch centers.

7.6 Body walls shall have a top rail made of 3"x 4"x ¼" rectangle tubing.

7.7 Wall stiffeners will be welded to top rail and stiffeners will be welded to the wall sheet.

7.8 Front body wall to be 42 inches high with side body walls transitioning from 42 inches high to 60 inches high 8ft. from the body front.

7.9 Body full length main structural channel sills to be 8 inch @ 11.5 lbs. per ft. Cross sills to be 4 inch @ 5.4 lbs. per ft structural channel. Cross sills to be placed on 12-inch centers.

7.10 Body shall have (2) equal width barn type rear doors 60 inches high to swing completely around to each side wall with provisions to positively latch open for dumping.

7.11 Each door shall be hinged with (2) 1 inch hinge pins. Hinges must be welded to body and door and must contain easily accessible grease fittings. Door latch will secure both doors at the top and bottom.

7.12 Rear doors shall be fabricated from 10-gauge steel with a circumferential frame of 4-inch structural channel.

**8.0 Body Hoist:**

8.1 The hoist system shall be two 5" bore, two stage telescopic hydraulic cylinders rated @ 2,500 PSI working pressure mounted to provide a 45 degree dump angle. Left and right hoist cylinders must be mounted outboard of the chassis frame.

8.2 Body shall have two (2) body safety props installed one on each side of the chassis frame rails.

**9.0 Lights and Reflectors:**

9.1 Shall conform to current state and federal standards.

9.2 Oval, amber LED strobes in rear corner posts of body with alternating flash pattern.

9.3 Reflective Safety Tape shall be on both sides and on the rear of body.

**10.0 Paint:**

10.1 Body exterior shall receive (1) coat of high-grade primer and (2) coats of high-grade standard black enamel paint.

10.2 Body interior shall receive (1) coat of high-grade primer.

10.3 Loader shall receive one (1) coat of High-grade primer and two (2) coats of high grade enamel paint (Manufacturer Standard Color(s).

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| **11.0 Safety Rear Bumper:**<br><br>11.1 Body shall have a rear safety bumper. Bumper to meet U.S. Department of Transportation Federal Motor Carrier Safety Administration, part 571.233 for rear impact guards and part 571.224 for rear impact protection. | |
| **12.0 Warranty:**<br><br>12.1 Bidder must provide all warranties required below. Failure to provide such warranties may result in your bid being deemed non-responsive.<br><br>12.2 Entire unit to have a 1 year parts and labor warranty<br><br>12.3 4 year warranty on gear box, slewing ring and hydraulic cylinders.<br><br>12.4 4 year structural warranty.<br><br>12.5 All Warranty Work shall be done on Customer's site (On-site Warranty repair). Customer shall not be responsible for transportation of unit for warranty work. | |
| **13.0 OTHER REQUIREMENTS**<br><br>**13.1 A 18" DEEP X 18" WIDE X 48" LOCKING HEAVY DUTY TRUCK BOX SHALL BE FRAME MOUNTED ON THE RIGHT SIDE OC CAB BEHIND OPERATOR PLATFORM.**<br>**13.2 TWO (2) SETS OF RAKE/SHOVEL LOOPS SHALL BE MOUNTED ON THE FRONT WALL OF THE BODY.**<br>**13.3 WATER COOLER RACK MOUNTED ON OPERATOR PLATFORM.** | |

| **CHASSIS SPECIFICATIONS** | **VENDORS RESPONSE, Y/N - EXCEPTIONS** |
|---|---|
| **1.0 ENGINE:**<br>1.1 250 H.P. 6 CYLINDER DIESEL W/ 660LB/FT TORQUE. EXHAUST BRAKE WITH VARIABLE GEOMETRY TURBO WITH ON-OFF DASH SWITCH<br><br>1.2 180 AMP ALTERNATOR<br><br>1.3 (2) 12 VOLT 2250 CCA BATTERIES | |

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|---|---|
| 1.4 Positive and Negative Post for Jumpstart.<br>Positive load disconnect with cab mounted control switch mounted outboard driver seat<br><br>1.5 18.7 CFM Compressor<br><br>1.6 115 Volt Block Heater<br><br>1.7 Gates Blue Stripe Coolant Hoses.<br><br>1.8 RH Horizontal under step mounted After treatment Device.13 Gallon DEF tank.<br><br>1.9 950 Square Inch Radiator<br><br>**2.0 Transmission**<br>2.1 Allison 3000 RDS w/ PTO Provision, 6 speed w/Auto neutral and push button shift control on dash<br><br>2.2 Interface Wiring and Body Builder Connector Back of Cab.<br><br>2.3 Engine remote interface with preset fast idle.<br><br>2.4 Engine remote interface connector mounted back of cab. | |
| 2.5 Water to Oil Transmission Cooler<br><br>2.6 Synthetic Transmission Fluid (TES-295 compliant)<br><br>2.7 Electronic Transmission customer access connector firewall mounted.<br><br>**3.0 Front Axle**<br><br>3.1 12,000lb Front Axle<br><br>3.2 12,000lb taper Leaf Suspension w/ Shock Absorbers<br><br>3.3 16.5" x 5" Q+ Brake Shoes w/ Auto Slack Adjusters and Dust Shields<br><br>**4.0 Rear Axle**<br>4.1 21,000lb Rear Axle & with synthetic 75W90 lube<br><br>4.2 23,000lb flat-Leaf Suspension w/ Helper and Radius Rod<br><br>4.3 17T Main Driveline or Equivalent | |

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|---|---|
| 4.4 AXLE RATIO TO BE BETWEEN 5.14 AND 6.86 TO ACHIEVE ROAD SPEED OF 68 MPH.<br><br>4.4 16.5" X 7" Q+ BRAKE SHOES W/ AUTO SLACK ADJUSTERS AND DUST SHIELDS<br><br>**5.0 BRAKE SYSTEM**<br>5.1 ANTI-LOCK AIR BRAKES<br><br>5.2 BENDIX AD-9 AIR DRYER WITH PULL CABLES ON ALL RESERVOIRS.<br><br>**6.0 FRAME AND WHEELBASE**<br>6.1 252" WHEELBASE FOR BODY SPECIFIED. 186" CA, 96" AF.<br><br>6.2 FRONT TOW HOOKS<br><br>6.3 11/32" X 3-1/2" X 10-15/16" STEEL FRAME OR EQUIVALENT WITH 120KSI<br><br>**7.0 FUEL TANKS & EQUIPMENT**<br><br>7.1 50 GALLON ALUMINUM FUEL TANK<br><br>7.2 HEATED FUEL WATER SEPARATOR WITH PRIMER<br><br>7.3 FUEL COOLER | |
| **8.0 CAB**<br>8.1 HEAVY DUTY NON-AUTOMOTIVE CAB W CHROME GRILL.<br><br>8.2 BUG SCREEN, LH/RH EXTERIOR GRAB HANDLES,<br><br>8.3 AIR CAB MOUNTS<br><br>8.3 DUAL WEST COAST MIRRORS, LH & RH 8" CONVEX MIRRORS<br><br>8.4 SINGLE 14"AIR HORN<br><br>8.5 HEATER, DEFROSTER, AIR CONDITIONER<br><br>8.5 HIGH BACK AIR RIDE DRIVER BUCKET SEAT W/ 2-MAN PASSENGER SEAT W/TOOLBOX UNDERNEATH<br><br>8.7 VINYL SEAT COVERS FOR DRIVER AND PASSENGER<br><br>8.8 CRUISE CONTROL, TACHOMETER, BACKUP ALARM, OIL PRESSURE GAUGE<br><br>8.9 AM/FM RADIO | |

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| 8.10 SOLID STATE CIRCUIT PROTECTION & FUSES<br><br>8.11 2 ½LB FIRE EXTINGUISHER AND TRIANGULAR REFLECTORS<br><br>8.12 TWO CUP HOLDERS IN DASH<br><br>8.13 ELECTRIC WINDSHIELD WIPERS WITH DELAY<br><br>8.14 ONE PIECE ROPED IN WINDSHIELD<br><br>8.15 DASH MOUNTED ASHTRAY WITH LIGHTER<br><br>8.16 ALTERNATING FLASHING HEADLAMPS WITH DASH SWITCH<br><br>**9.0 TIRES AND WHEELS**<br>9.1 FRONT TIRES: 11R/22.5 14 PLY WITH HIGHWAY TREAD – 10 HUB PILOT DISC WHEELS<br><br>9.2 REAR TIRES: 11R/22.5 14 PLY WITH TRACTION TREAD –10 HUB PILOT DISC WHEELS<br><br>**GENERAL CHASSIS REQUIREMENTS**<br>* TRUCK TO BE WHITE IN COLOR.<br>* MUST PROVIDE PARTS/WARRANTY/SERVICE WITHIN 60 MILE RADIUS.<br>* MUST PROVIDE PARTS AND SERVICE MANUALS WITH UNIT.<br>* MUST PROVIDE STATE AND DOT INSPECTION.<br>* MUST PROVIDE ON-SITE DRIVER TRAINING AT TIME OF DELIVERY.<br>* MUST PROVIDE TOWING/ROADSIDE SERVICE WARRANTY FOR 4YEARS. | |

**TOTAL PRICE (PER UNIT)** _____

**DELIVERY TIME** _____

Company Name and Address: _____

_____

_____

Signature of Representative: _____

## ADDITIONAL CHASSIS REQUIREMENTS

*** Must provide 4yr/150,000 mile engine warranty covering parts and labor to include:**

Major components

ECM

Piston, rings, and liners

Lube oil cooler assembly

Front gear cover

Oil pan

Connecting rod assembly

Lube Pump assembly

Camshaft and bushings

Cam follower assemblies

Crank shaft assemblies

EGR cooler, valve and mixer

Fuel Injectors

Turbo

Water pump

Fuel pump

Air Compressor

Select engine sensors

*** Must provide 4yr/150,000 mile engine after-treatment system/emissions control warranty**

*** Must provide 5yr/Unlimited mile transmission warranty**

*** Must provide 4yr/100,000 mile base vehicle chassis warranty to include:**

Climate Control System

Cooling system (radiator)

Suspensions (front and rear)

Steering system

Starter & Alternator

Drivelines

Chassis wiring and connectors

Gauges and switches

Charge air cooler

Air system

Braking system

Interior components

## NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, November 21, 2013, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items for the Public Works Department, to-wit:

**ONE (1) NEW KNUCKLE BOOM LOADER AND TRASH BODY WITH CHASSIS**

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 22 day of October, 2013

CITY OF HATTIESBURG, MISSISSIPPI

BY: Connie Everett (DC)

CITY CLERK

(SEAL)

SPECIFICATIONS FOR: ONE (1) NEW KNUCKLE BOOM LOADER AND TRASH BODY WITH CHASSIS FOR PUBLIC WORKS

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

SEE ATTACHED DETAILED SPECIFICATIONS

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, November 21, 2013, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner EXACTLY as follows:

BID
ONE (1) NEW KNUCKLE BOOM LOADER AND TRASH BODY WITH CHASSIS FOR PUBLIC WORKS
SUBMITTED BY 10:00 A.M. NOVEMBER 21, 2013

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 22 day of October A. D., 2013.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

SPECIFICATIONS APPROVED BY:

PUBLIC WORKS

# CITY OF HATTIESBURG, MS

BID SPECIFICATIONS FOR:

**KNUCKLE BOOM LOADER AND TRASH BODY WITH CHASSIS**

THE UNIT WILL BE USED IN COLLECTION AND LOADING OF BULK TRASH, LIMBS, LEAVES, BUILDING MATERIALS, AND WHITE GOODS, OR OTHER MATERIALS OF THAT NATURE. **UNIT MUST BE MANUFACTURED** in an ISO 9000:2000 certified facility. All bidders must fill in all information. If meeting or EXCEEDING SPECIFICATIONS PUT **YES**, AND IF EXCEPTIONS ARE TAKEN PUT **NO**. ANY EXCEPTIONS MUST BE EXPLAINED IN WRITING. ALL PROPOSALS INCLUDE DELIVERY, TRAINING OF OPERATORS AND SERVICE PERSONNEL.

| LOADER SPECIFICATIONS | VENDOR'S RESPONSE, Y/N-EXCEPTIONS |
|---|---|
| **1.0 BOOM:**<br><br>1.1 Boom length to be 16ft. with 4ft. telescoping section to 20ft.<br><br>1.2 Minimum lift capacity to be 3,300 Lbs. @ 20ft. including grapple.<br><br>1.3 Boom Pedestal to be constructed of High Strength Steel, providing a 3:1 safety factor.<br><br>1.4 All hydraulic hoses located at the operator position (Boom Pedestal) must be enclosed in the pedestal base. Access provided by an easily removable steel cover.<br><br>1.5 Boom Pivot shall be mounted to the pedestal by means of a slewing ring\bearing that has a minimum capacity of 513,000 lbs. static load and 186,000 Ft-Lbs. moment. Slewing ring shall be 3 ½" thick and have an O.D. of 25 ¾". Boom pivot shall be constructed with a 9" O.D. safety retaining tube. The Boom Pivot Safety Retaining Tube shall be a minimum of 12" long and confine all hoses which pass through the Pedestal/Boom Pivot Assembly.<br><br>1.6 Boom rotation of 270 degrees minimum with mechanical stops for safety. Stops must be welded into machined recesses to ensure non-movement. Pedestal stop must have a minimum of three (3) square inches and have a nylon contact with pivot stops and a minimum width of five (5) inches.<br><br>1.7 Boom rotation shall be accomplished by a direct hydraulic swing drive through a slewing (bearing) ring& planetary gearbox capable of producing 250,000 inch-pounds torque. | |

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| 1.8 Entire Boom Assembly shall be designed with a tensile strength to provide a safety factor of 3 to 1 at the rated load capacity.<br><br>1.9 Main Boom shall be constructed of (2) 4"x 8" High Strength Steel Tubing.<br><br>1.10 Tip Boom shall be constructed from a 5" x 7" High Strength Steel Tube.<br><br>1.11 Tip Boom shall have a 4' telescopic extension tip section constructed from 4"x 6" High Strength Steel Tube.<br><br>1.12 Main Boom shall be equipped with mechanical stops to prohibit hydraulic cylinders from bottoming out. Extend boom stops must be easily accessible and removable for service.<br><br>1.13 Boom pedestal to be mounted directly to the chassis frame rails. Mounting must include inside frame rail supports at the mounting points.<br><br>1.14 The entire boom must be serviceable down to the component level, e.g., every hydraulic hose, fluid tubes, bracket, pin, etc. Having to replace subassemblies in order to repair a component will not be acceptable.<br><br>1.15 Telescopic tip extension shall be equipped with replaceable nylon bearings on all 3 sides with roller on bottom. Bearings must be easily accessible for replacement and have "auto-hose-slack" take-up.<br><br>1.16 All boom connections requiring pins shall be equipped with replaceable bushings and heat-treated pins.<br><br>1.17 All operating functions shall be hydraulically controlled from the operator station located both on the left and right hand side of the loader.<br><br>1.18 Two stage tandem pump allows for multiple function control of the loader.<br><br>1.19 Operator controls shall be controlled by means of hydraulic joysticks located on both sides of the loader (two per side, three functions per joy stick). | |

1.20 A safety feature shall be provided to allow only one side of controls to function at a time. Joy sticks shall function only from one side at a time.

1.21 Joy sticks shall not require any lubrication thereby eliminating any frequent maintenance.

1.22 Outriggers controlled by individual levers located conveniently in the center of the operator's platform.

1.23 Body dumping is controlled by a single lever at the center of the operator's platform separate from any other control. Proper enclosures shall be provided to protect operator from hydraulic fluid and components. All controls shall be clearly identified as to function.

1.24 Main Boom and Tip Boom cylinders must incorporate integral holding valves. Externally mounted holding valves are not acceptable.

## 2.0 Trash Grapple\Bucket:

2.1 Bucket shall have a 360 degree continuous rotating grapple with a replaceable hydraulic swivel. Swivel shall not be welded or be an integral part of the grapple.

2.2 Bucket is to be opened and closed by (2) hydraulic cylinders with a closing force\"bite" of 3,600 lbs.

2.3 Bucket is to be 4' long and capable of opening to 60 inches from lip to lip.

2.4 Bucket shall be fabricated with a bolt on replaceable H.S.H.C. steel cutting edge.

2.5 Bucket cylinders and hoses shall be enclosed by a removable steel cover.

## 3.0 Hydraulics:

3.1 Reservoir shall be a minimum of 45 gallons. It shall have a dual level/oil temperature gauge on side of tank. An in-tank suction strainer is included.

3.2 Filter shall be a 10-micron, return line replaceable filter mounted on outside of reservoir.

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| 3.3 Cut-off valves are to be provided for both pressure and suction.<br><br>3.4 Main boom, tip boom and outrigger hydraulic cylinders shall contain pilot operated check valves as an integral part of each cylinder to prevent boom movement in the event of hydraulic hose failure. Bolt on pilot operated check valves will not be permissible.<br><br>3.5 All hoses shall be rated at 4,000-psi working pressure.<br><br>3.6 Port tubing through the main boom shall be zinc plated steel tube.<br><br>3.7 Control valves shall have a 20 GPM rating.<br><br>3.8 Successful bidder must provide a computer printout at time of delivery showing particle testing of the hydraulic oil done just prior to the unit being shipped in order to illustrate cleanliness of Hydraulic System.<br><br>**4.0 Power Source:**<br><br>4.1 Unit to be mounted on any chassis that meets the manufactures recommended specification with a heavy – duty clutch style (Hot Shift) PTO and a heavy – duty bi-rotational Tandem hydraulic pump.<br><br>**5.0 Throttle Control:**<br><br>5.1 Unit to have an electric operated throttle control to maintain proper engine speed when loader is operated under load. Switch for throttle control to be mounted on operator's platform for operator's convenience.<br><br>5.2 Throttle speed-up shall operate only when the transmission in the neutral position. | |
| **6.0 Outriggers:**<br><br>6.1 Outriggers shall be extendable to a distance that will resist loads of 85% of the tipping moment under maximum rated load.<br><br>6.2 The outriggers are to be equipped with smooth pads to cause minimum damage to contacted surface. | |

6.3 Outriggers shall telescope horizontally in and out; and vertically up and down and operate independently by means of individual mechanical linkage controls. Controls must be located a distinctive distance from the main boom controls.

6.4 Outrigger cylinders for stabilizing loader shall be mounted inside telescoping legs.

6.5 Outriggers shall retract to within the maximum highway width and will extend to a maximum width to resist the design load moment.

6.6 Outrigger Cylinders shall contain holding valves on extend and retract functions to prevent outrigger leak down.

## 7.0 Trash Body:

7.1 24 cubic yard capacity.

7.2 18 foot body length.

7.3 Body shall be mounted with a minimum space of 60 inches between the cab and the front of the body.

7.4 Body floor shall be made of ¼" sheet steel. Sides are formed to create the lower side bumper channel structure of the body.

7.5 Body walls to be constructed with 10 gauge sheet steel. Wall stiffeners to be a minimum of 11gauge formed channels placed on approximately 24-inch centers.

7.6 Body walls shall have a top rail made of 3"x 4"x ¼" rectangle tubing.

7.7 Wall stiffeners will be welded to top rail and stiffeners will be welded to the wall sheet.

7.8 Front body wall to be 42 inches high with side body walls transitioning from 42 inches high to 60 inches high 8ft. from the body front.

7.9 Body full length main structural channel sills to be 8 inch @ 11.5 lbs. per ft. Cross sills to be 4 inch @ 5.4 lbs. per ft structural channel. Cross sills to be placed on 12-inch centers.

7.10 Body shall have (2) equal width barn type rear doors 60 inches high to swing completely around to each side wall with provisions to positively latch open for dumping.

7.11 Each door shall be hinged with (2) 1 inch hinge pins. Hinges must be welded to body and door and must contain easily accessible grease fittings. Door latch will secure both doors at the top and bottom.

7.12 Rear doors shall be fabricated from 10-gauge steel with a circumferential frame of 4-inch structural channel.

## 8.0 Body Hoist:

8.1 The hoist system shall be two 5" bore, two stage telescopic hydraulic cylinders rated @ 2,500 PSI working pressure mounted to provide a 45 degree dump angle. Left and right hoist cylinders must be mounted outboard of the chassis frame.

8.2 Body shall have two (2) body safety props installed one on each side of the chassis frame rails.

## 9.0 Lights and Reflectors:

9.1 Shall conform to current state and federal standards.

9.2 Oval, amber LED strobes in rear corner posts of body with alternating flash pattern.

9.3 Reflective Safety Tape shall be on both sides and on the rear of body.

## 10.0 Paint:

10.1 Body exterior shall receive (1) coat of high-grade primer and (2) coats of high-grade standard black enamel paint.

10.2 Body interior shall receive (1) coat of high-grade primer.

10.3 Loader shall receive one (1) coat of High-grade primer and two (2) coats of high grade enamel paint (Manufacturer Standard Color(s).

| | |
|---|---|
| **11.0 Safety Rear Bumper:**<br><br>11.1 Body shall have a rear safety bumper. Bumper to meet U.S. Department of Transportation Federal Motor Carrier Safety Administration, part 571.233 for rear impact guards and part 571.224 for rear impact protection. | |
| **12.0 Warranty:**<br><br>12.1 Bidder must provide all warranties required below. Failure to provide such warranties may result in your bid being deemed non-responsive.<br><br>12.2 Entire unit to have a 1 year parts and labor warranty<br><br>12.3 4 year warranty on gear box, slewing ring and hydraulic cylinders.<br><br>12.4 4 year structural warranty.<br><br>12.5 All Warranty Work shall be done on Customer's site (On-site Warranty repair). Customer shall not be responsible for transportation of unit for warranty work. | |
| **13.0 OTHER REQUIREMENTS**<br><br>**13.1 A 18" DEEP X 18" WIDE X 48" LOCKING HEAVY DUTY TRUCK BOX SHALL BE FRAME MOUNTED ON THE RIGHT SIDE OC CAB BEHIND OPERATOR PLATFORM.**<br>**13.2 TWO (2) SETS OF RAKE/SHOVEL LOOPS SHALL BE MOUNTED ON THE FRONT WALL OF THE BODY.**<br>**13.3 WATER COOLER RACK MOUNTED ON OPERATOR PLATFORM.** | |

| CHASSIS SPECIFICATIONS | VENDORS RESPONSE, Y/N - EXCEPTIONS |
|---|---|
| **1.0 ENGINE:**<br>1.1 250 H.P. 6 CYLINDER DIESEL W/ 660LB/FT TORQUE. EXHAUST BRAKE WITH VARIABLE GEOMETRY TURBO WITH ON-OFF DASH SWITCH<br><br>1.2 180 AMP ALTERNATOR<br><br>1.3 (2) 12 VOLT 2250 CCA BATTERIES | |

| | |
|---|---|
| 1.4 Positive and Negative Post for Jumpstart.<br>Positive load disconnect with cab mounted control switch mounted outboard driver seat | |
| 1.5 18.7 CFM Compressor | |
| 1.6 115 Volt Block Heater | |
| 1.7 Gates Blue Stripe Coolant Hoses. | |
| 1.8 RH Horizontal under step mounted After treatment Device.13 Gallon DEF tank. | |
| 1.9 950 Square Inch Radiator | |
| **2.0 Transmission** | |
| 2.1 Allison 3000 RDS w/ PTO Provision, 6 speed w/Auto neutral and push button shift control on dash | |
| 2.2 Interface Wiring and Body Builder Connector Back of Cab. | |
| 2.3 Engine remote interface with preset fast idle. | |
| 2.4 Engine remote interface connector mounted back of cab. | |
| 2.5 Water to Oil Transmission Cooler | |
| 2.6 Synthetic Transmission Fluid (TES-295 compliant) | |
| 2.7 Electronic Transmission customer access connector firewall mounted. | |
| **3.0 Front Axle** | |
| 3.1 12,000lb Front Axle | |
| 3.2 12,000lb taper Leaf Suspension w/ Shock Absorbers | |
| 3.3 16.5" x 5" Q+ Brake Shoes w/ Auto Slack Adjusters and Dust Shields | |
| **4.0 Rear Axle** | |
| 4.1 21,000lb Rear Axle & with synthetic 75W90 lube | |
| 4.2 23,000lb flat-Leaf Suspension w/ Helper and Radius Rod | |
| 4.3 17T Main Driveline or Equivalent | |

4.4 AXLE RATIO TO BE BETWEEN 5.14 AND 6.86 TO ACHIEVE ROAD SPEED OF 68 MPH.

4.4 16.5" x 7" Q+ BRAKE SHOES W/ AUTO SLACK ADJUSTERS AND DUST SHIELDS

**5.0 BRAKE SYSTEM**
5.1 ANTI-LOCK AIR BRAKES

5.2 BENDIX AD-9 AIR DRYER WITH PULL CABLES ON ALL RESERVOIRS.

**6.0 FRAME AND WHEELBASE**
6.1 252" WHEELBASE FOR BODY SPECIFIED. 186" CA, 96" AF.

6.2 FRONT TOW HOOKS

6.3 11/32" x 3-1/2" x 10-15/16" STEEL FRAME OR EQUIVALENT WITH 120KSI

**7.0 FUEL TANKS & EQUIPMENT**

7.1 50 GALLON ALUMINUM FUEL TANK

7.2 HEATED FUEL WATER SEPARATOR WITH PRIMER

7.3 FUEL COOLER

**8.0 CAB**
8.1 HEAVY DUTY NON-AUTOMOTIVE CAB W CHROME GRILL.

8.2 BUG SCREEN, LH/RH EXTERIOR GRAB HANDLES,

8.3 AIR CAB MOUNTS

8.3 DUAL WEST COAST MIRRORS, LH & RH 8" CONVEX MIRRORS

8.4 SINGLE 14"AIR HORN

8.5 HEATER, DEFROSTER, AIR CONDITIONER

8.5 HIGH BACK AIR RIDE DRIVER BUCKET SEAT W/ 2-MAN PASSENGER SEAT W/TOOLBOX UNDERNEATH

8.7 VINYL SEAT COVERS FOR DRIVER AND PASSENGER

8.8 CRUISE CONTROL, TACHOMETER, BACKUP ALARM, OIL PRESSURE GAUGE

8.9 AM/FM RADIO

| | |
|---|---|
| 8.10 Solid state circuit protection & fuses<br><br>8.11 2 ½lb Fire Extinguisher and Triangular Reflectors<br><br>8.12 Two Cup Holders in Dash<br><br>8.13 Electric Windshield Wipers with Delay<br><br>8.14 one piece roped in windshield<br><br>8.15 Dash mounted ashtray with lighter<br><br>8.16 Alternating flashing headlamps with dash switch<br><br>**9.0 Tires and Wheels**<br>9.1 Front Tires: 11R/22.5 14 Ply with Highway Tread – 10 Hub Pilot Disc Wheels<br><br>9.2 Rear Tires: 11R/22.5 14 Ply with Traction Tread –10 Hub Pilot Disc Wheels<br><br>**General Chassis Requirements**<br>* Truck to be white in color.<br>* Must provide parts/warranty/service within 60 mile radius.<br>* Must provide parts and service manuals with unit.<br>* Must provide state and DOT inspection.<br>* Must provide on-site driver training at time of delivery.<br>* Must provide towing/roadside service warranty for 4Years. | |

**TOTAL PRICE (PER UNIT)** _____

**DELIVERY TIME** _____

Company Name and Address: _____

_____

_____

Signature of Representative: _____

## ADDITIONAL CHASSIS REQUIREMENTS

*** Must provide 4yr/150,000 mile engine warranty covering parts and labor to include:**

Major components

- ECM
- Piston, rings, and liners
- Lube oil cooler assembly
- Front gear cover
- Oil pan
- Connecting rod assembly
- Lube Pump assembly
- Camshaft and bushings
- Cam follower assemblies
- Crank shaft assemblies
- EGR cooler, valve and mixer
- Fuel Injectors
- Turbo
- Water pump
- Fuel pump
- Air Compressor
- Select engine sensors

*** Must provide 4yr/150,000 mile engine after-treatment system/emissions control warranty**

*** Must provide 5yr/Unlimited mile transmission warranty**

*** Must provide 4yr/100,000 mile base vehicle chassis warranty to include:**

- Climate Control System
- Cooling system (radiator)
- Suspensions (front and rear)
- Steering system
- Starter & Alternator
- Drivelines
- Chassis wiring and connectors
- Gauges and switches
- Charge air cooler
- Air system
- Braking system
- Interior components

# City of Hattiesburg, MS

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

## Master

### File Number: 2013-0670

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 2013-0670 | **Type:** | Regular Agenda Item | **Status:** | Agenda Ready |
| **Version:** | 1 | **Reference:** | | **In Control:** | City Council |
| | | | | **File Created:** | 10/15/2013 |
| **Brief Title:** | Grave spaces | | | **Final Action:** | |
| | | | | **Minute Book Number:** | MB2013-321 |

**Title:**
Approve the sale of grave spaces per attached memo.

**Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | |
| **Attachments:** | Cemetery Deeds for 10-22-13, Grave Sales 10-22-13, Cemetery Deeds Receipts for 10-22-13, executed Cemetery Deeds for 10-22-13 | **Enactment Number:** | |
| **Contact:** | | **Meeting Date:** | |
| **Drafter:** | Kermas Eaton | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 10/22/2013 | | | | | |

### Text of Legislative File 2013-0670

**Title**

Approve the sale of grave spaces per attached memo.

**Summary**

Grave spaces.

**Budget Information**

**Expenditure Type**

**Purchasing Item**

**Publication Information**

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

# DEED TO CEMETERY LOT
# HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Harold McGill 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 (S1/2) of the Southeast Quarter (SE1/4)

Lot Number: 77 Section Number: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, the22nd day of October, 2013.

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 Connie Everett , 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 22nd day of October, 2013.

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 George Dixon Jr. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Northeast Quarter (NE1/4)

Lot Number: 36 Section Number: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, the22nd day of October, 2013.

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 Connie Everett , 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 22nd day of October, 2013.

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 Kimberly Crosby. 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 (S1/2) of the Northeast Quarter (NE1/4)

Lot Number: 84 Section Number: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, the22nd day of October, 2013.

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 Connie Everett , 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 22nd day of October, 2013.

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 Deborah McCoy. 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 (S1/2) of the Northwest Quarter (NW1/4)

Lot Number: 5 Section Number: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, the22nd day of October, 2013.

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 Connie Everett , 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 22nd day of October, 2013.

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 Maas Conservatorship. 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 (N1/2) of the Northeast Quarter (NE1/4)

Lot Number:99 Section Number: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, the22nd day of October, 2013.

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 Connie Everett , 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 22nd day of October, 2013.

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, Col Bland B Simmons, 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 102 Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of October , 2013.

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 Connie Everett, 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 22nd day of October, 2013.

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 Anthony Hearns. 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 (S1/2) of the Southwest Quarter (SW1/4)

Lot Number:35 Section Number: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, the22nd day of October, 2013.

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 Connie Everett , 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 22nd day of October, 2013.

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 Gladys Bullock. 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 (S1/2) of the Southwest Quarter (SW1/4)

Lot Number:58 Section Number:35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the22nd day of October, 2013.

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 Connie Everett , 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 22nd day of October, 2013.

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, Stanley and Alice Marie McGill , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE1/4)

Lot Number 92 Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of October , 2013.

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 Connie Everett, 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 22nd day of October, 2013.

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 David Walker 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:

South Half (S1/2) of the Southeast Quarter (SE1/4)

Lot Number:27 Section Number:35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the22nd day of October, 2013.

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 Connie Everett , 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 22nd day of October, 2013.

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, Miriam S Cabana , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW1/4)

Lot Number 102 Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of October , 2013.

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 Connie Everett, 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 22nd day of October, 2013.

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, Gwen R Pate , 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 83 Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of October , 2013.

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 Connie Everett, 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 22nd day of October, 2013.

My Commission Expires:

_____

_____
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

# DEED TO CEMETERY LOT
# HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto John Donaldson,. 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 (N1/2) of the Southeast Quarter (SE1/4)

Lot Number:22 Section Number: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, the22nd day of October, 2013.

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 Connie Everett , 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 22nd day of October, 2013.

My Commission Expires:

NOTARY PUBLIC

TO: CITY COUNCIL

FROM: Robert Harvey, General Manager of Cemeteries

DATE: October 22, 2013

RE: Grave Sells

The following represents the grave space sells from September 13, 2013 through October 14, 2013:

Harold McGill
(1) space $175.00
South Half (S1/2) of the Southeast Quarter (SE1/4)
Lot 77, Section 34, Highland Cemetery

George Dixon, Jr
(1) space $175.00
North Half (N1/2) of the Northeast Quarter (NE1/4)
Lot 36, Section 34, Highland Cemetery

Kimberly Crosby
(1) space $175.00
South Half (S1/2) of the Northeast Quarter (NE1/4)
Lot 84, Section 36, Highland Cemetery

Deborah McCoy
(1) space $175.00
North Half (S1/2) of the Northwest Quarter (NW1/4)
Lot 5, Section 32, Highland Cemetery

Betty Maass Conservatorship
(1) space $175.00
North Half (N1/2) of the Northeast Quarter (NE1/4)
Lot 99, Section 37, Highland Cemetery

Col Bland B Simmons
(2) spaces $350.00
Northwest Quarter (NW1/4)
Lot 102, Section 37, Highland Cemetery

Anthony Hearns
(1) space $175.00
South Half (S1/2) of the Southwest Quarter (SW1/4)
Lot 35, Section 34, Highland Cemetery

Gladys Bullock
(1) space $175.00
South Half (S1/2) of the Southwest Quarter (SW1/4)
Lot 58, Section 35, Highland Cemetery

Stanley and Alice Marie McGill
(2) spaces $350.00
Southeast Quarter (SE1/4)
Lot 92, Section 37, Highland Cemetery

David Walker, Sr
(1) space $175.00
South Half (S1/2) of the Southeast Quarter (SE1/4)
Lot 27, Section 35, Highland Cemetery

Miriam S Cabana
(2) spaces $350.00
Southwest Quarter (SW1/4)
Lot 103, Section 37, Highland Cemetery

Gwen R Pate
(2) spaces $350.00
Northwest Quarter (NW1/4)
Lot 83, Section 37, Highland Cemetery

John Donaldson
(1) space $175.00
North Half (N1/2) of the Southeast Quarter (SE1/4)
Lot 22, Section 28, Highland Cemetery

# CITY OF HATTIESBURG
## PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 9-13- 2013

SOLD TO:

Mr.. Mrs. Miss Harold McGill

ADDRESS 622 New Orleans

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ SE ¼ Lot No. 27 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 Jok H Williams

Supt. of City Cemeteries

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# CITY OF HATTIESBURG
## PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 9-13- 2013

SOLD TO:

Mr.. Mrs. Miss George Dixon Jr.

ADDRESS 622 New Orleans

desires to purchase the grave space described below, subject to Cemetery regulations.

N ½ NE ¼ Lot No. 36 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

check # 2502

CITY OF HATTIESBURG, MISSISSIPPI

By Jok H Williams

Supt. of City Cemeteries

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Mail To H-H Memorial
PO Box 245
Hattiesburg MS 39403

# CITY OF HATTIESBURG
## PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 9- 14- 2013

SOLD TO:

~~Mr. Mrs. Miss~~ Kimberly Crosby

ADDRESS 5752 Hwy 49 Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ NE ¼ Lot No. 84 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

check 6285

CITY OF HATTIESBURG, MISSISSIPPI

By Holley S Hinton

Supt. of City Cemeteries

# CITY OF HATTIESBURG
## PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 9 18 2013

SOLD TO:

Mr.. Mrs. Miss Deborah McCoy

ADDRESS 48 Palmers Ct. Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N ½ NW ¼ Lot No. 5 Section No. 32 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By John H Williams

Supt. of City Cemeteries

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Mail to: Attn: Paul Laughlin
TrustMark National BK
Betty Maass Conservatorship
PO Box 1071
Hattiesburg, MS 39403-1071

# CITY OF HATTIESBURG
## PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 9-23- 2013

SOLD TO:

~~Mr.. Mrs. Miss~~ Betty Maass, Conservatorship

ADDRESS 1 TrustMark Plaza Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N ½ NE ¼ Lot No. 99 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

check 114619

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton

Supt. of City Cemeteries

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# CITY OF HATTIESBURG
## PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 9-23- 2013

SOLD TO:

~~Mr. Mrs. Miss~~ Col Bland B Simmons

ADDRESS 217 Methodist Blvd Apt 255 Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

½ NW ¼ Lot No. 102 Section No. 37 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

check 6013

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton

Supt. of City Cemeteries

# CITY OF HATTIESBURG
## PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 9/24/2013

SOLD TO:

Mr. ~~Mrs. Miss~~ Anthony Hearns

ADDRESS 622 New Orleans St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ SW ¼ Lot No. 35 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Check 10534

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton
Supt. of City Cemeteries

# CITY OF HATTIESBURG
## PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 9-30-2013

SOLD TO:

~~Mr. Mrs. Miss~~ Gladys Bullock

ADDRESS 104 Independence Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ SW ¼ Lot No. 58 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

check 2393

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton
Supt. of City Cemeteries

# CITY OF HATTIESBURG
## PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-4-2013

SOLD TO:

~~Mr. Mrs. Miss~~ Stanley and Alice Marie McGill

ADDRESS 1915 Lakeview Road Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

SE ¼ ~~¼ Lot No.~~ 92 Section No. 37 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton
Supt. of City Cemeteries

# CITY OF HATTIESBURG
## PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-7- 2013

SOLD TO:

~~Mr. Mrs. Miss~~ David Walker, Sr

ADDRESS 201 Pine Drive Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ SE ¼ Lot No. 27 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton
Supt. of City Cemeteries

# CITY OF HATTIESBURG
## PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-8- 2013

SOLD TO:

~~Mr. Mrs. Miss~~ Miriam S Cabana

ADDRESS 112 Linden Ct Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

___ ½ SW ¼ Lot No. 103 Section No. 37 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

check 1790

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton
Supt. of City Cemeteries

mail To:
49 Dolphin Circle
Hattiesburg, MS 39402

# CITY OF HATTIESBURG
## PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-9- 2013

SOLD TO:

~~Mr. Mrs. Miss~~ Gwen R Pate

ADDRESS 205 Bay Street Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

___ ½ NW ¼ Lot No. 83 Section No. 37 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

check 4538

CITY OF HATTIESBURG, MISSISSIPPI

By Adalyn K Hinton
Supt. of City Cemeteries

# CITY OF HATTIESBURG
## PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-14- 2013

SOLD TO:

~~Mr. Mrs. Miss~~ John Donaldson

ADDRESS 403 Columbia St Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N ½ SE ¼ Lot No. 22 Section No. 28 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Robyn K Hinton

Supt. of City Cemeteries

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 Harold McGill 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 (S1/2) of the Southeast Quarter (SE1/4)

Lot Number: 77 Section Number: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, the22nd day of October, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett
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 Connie Everett , 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 22nd day of October, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
HAZEL B. YOUNG
ID NO. 80272
Commission Expires
09/26/2014
NOTARY PUBLIC
FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

# DEED TO CEMETERY LOT
# HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto George Dixon Jr. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Northeast Quarter (NE1/4)

Lot Number: 36 Section Number: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, the22nd day of October, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett
DEPUTY CITY CLERK

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 Connie Everett , 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 22nd day of October, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
HAZEL B. YOUNG
ID NO. 80272
Commission Expires
09/26/2014
NOTARY PUBLIC
FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

# DEED TO CEMETERY LOT
# HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Kimberly Crosby. 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 (S1/2) of the Northeast Quarter (NE1/4)

Lot Number: 84 Section Number: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, the22nd day of October, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett
DEPUTY CITY CLERK

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 Connie Everett , 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 22nd day of October, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
HAZEL B. YOUNG
ID NO. 80272
Commission Expires
09/26/2014
NOTARY PUBLIC
FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

# DEED TO CEMETERY LOT
# HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Deborah McCoy. 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 (S1/2) of the Northwest Quarter (NW1/4)

Lot Number: 5 Section Number: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, the22nd day of October, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett
DEPUTY CITY CLERK

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 Connie Everett , 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 22nd day of October, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI HAZEL B. YOUNG ID NO. 80272 Commission Expires 09/26/2014 NOTARY PUBLIC FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

# DEED TO CEMETERY LOT
# HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Betty Maas Conservatorship. 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 (N1/2) of the Northeast Quarter (NE1/4)

Lot Number:99 Section Number: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, the22nd day of October, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett
DEPUTY CITY CLERK

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 Connie Everett , 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 22nd day of October, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
HAZEL B. YOUNG
ID NO. 80272
Commission Expires
09/26/2014
NOTARY PUBLIC
FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

# DEED TO CEMETERY LOT
# HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Col Bland B Simmons, 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 102 Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of October , 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett
DEPUTY CITY CLERK

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 Connie Everett, 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 22nd day of October, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
HAZEL B. YOUNG
ID NO. 80272
Commission Expires
09/26/2014
NOTARY PUBLIC
FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

# DEED TO CEMETERY LOT
# HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Anthony Hearns. 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 (S1/2) of the Southwest Quarter (SW1/4)

Lot Number:35 Section Number: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, the22nd day of October, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett
DEPUTY CITY CLERK

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 Connie Everett , 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 22nd day of October, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
HAZEL B. YOUNG
ID NO. 80272
Commission Expires
09/26/2014
NOTARY PUBLIC
FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

# DEED TO CEMETERY LOT
# HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Gladys Bullock. 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 (S1/2) of the Southwest Quarter (SW1/4)

Lot Number:58 Section Number:35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the22nd day of October, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett
DEPUTY CITY CLERK

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 Connie Everett , 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 22nd day of October, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
HAZEL B. YOUNG
ID NO. 80272
Commission Expires
09/26/2014
NOTARY PUBLIC
FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

# DEED TO CEMETERY LOT
# HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Stanley and Alice Marie McGill , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE1/4)

Lot Number 92 Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of October , 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett
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 Connie Everett, 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 22nd day of October, 2013.

My Commission Expires:

STATE OF MISSISSIPPI HAZEL B. YOUNG ID NO. 80272 Commission Expires 09/26/2014 NOTARY PUBLIC FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

# DEED TO CEMETERY LOT
# HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto David Walker 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:

South Half (S1/2) of the Southeast Quarter (SE1/4)

Lot Number:27 Section Number:35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the22nd day of October, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett
DEPUTY CITY CLERK

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 Connie Everett, 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 22nd day of October, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
HAZEL B. YOUNG
ID NO. 80272
Commission Expires
09/26/2014
NOTARY PUBLIC
FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

# DEED TO CEMETERY LOT
# HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Miriam S Cabana , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW1/4)

Lot Number 102 Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of October , 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett
DEPUTY CITY CLERK

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 Connie Everett, 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 22nd day of October, 2013.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI HAZEL B. YOUNG ID NO. 80272 Commission Expires 09/26/2014 NOTARY PUBLIC FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

# DEED TO CEMETERY LOT
# HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Gwen R Pate , 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 83 Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of October , 2013.

ATTEST:

Connie Everett
DEPUTY CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

Johnny L. DuPree
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 Connie Everett, 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 22nd day of October, 2013.

My Commission Expires:

Hazel B. Young
NOTARY PUBLIC

STATE OF MISSISSIPPI
HAZEL B. YOUNG
ID NO. 80272
Commission Expires
09/26/2014
NOTARY PUBLIC
FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

# DEED TO CEMETERY LOT
# HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto John Donaldson,. 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 (N1/2) of the Southeast Quarter (SE1/4)

Lot Number:22 Section Number: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, the22nd day of October, 2013.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

Connie Everett
DEPUTY CITY CLERK

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 Connie Everett , 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 22nd day of October, 2013.

My Commission Expires:

STATE OF MISSISSIPPI HAZEL B. YOUNG ID NO. 80272 Commission Expires 09/26/2014 NOTARY PUBLIC FORREST COUNTY

NOTARY PUBLIC

# City of Hattiesburg, MS

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

## Master

### File Number: 2013-0664

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 2013-0664 | **Type:** | Regular Agenda Item | **Status:** | Agenda Ready |
| **Version:** | 1 | **Reference:** | | **In Control:** | City Council |
| | | | | **File Created:** | 10/14/2013 |
| **Brief Title:** | Privilege License Report | | | **Final Action:** | |
| | | | | **Minute Book Number:** | MB2013-321 |

**Title:**

Acknowledge receipt of Privilege License report for the month of September, 2013 fom the Tax Department, as per recommendation.

**Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | |
| **Attachments:** | Priv Lic mem for Sep 2013, New Lic for Sep 2013, Renewed lic for Sep 2013 | **Enactment Number:** | |
| **Contact:** | | **Meeting Date:** | |
| **Drafter:** | Kermas Eaton | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 10/22/2013 | | | | | |

### Text of Legislative File 2013-0664

**Title**

Acknowledge receipt of Privilege License report for the month of September, 2013 fom the Tax Department, as per recommendation.

**Summary**

Privilege License report for the month of September,2013.

**Budget Information**

**Expenditure Type**

**Purchasing Item**

**Publication Information**

**Mayor**
*Johnny L. DuPree, Ph.D.*

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

October 14, 2013

Mayor & Council
City of Hattiesburg

Attached is a copy of the Privilege License Report for the month of September 2013. The breakdown for this month's collection is as follows:

| | |
|---|---|
| New Licenses | $1,201.00 |
| Renewal Licenses | $28,380.00 |
| Penalties | $108.75 |

The grand total collected for September 2013 was $29,689.75.

Respectfully

Kermas Eaton
Division Manager/City Clerk

PRIVILEGE LICENSE MONTHLY REPORT
September 2013

New Licenses

| License No. | Amount | Penalty | Owner, Name & Address of Business |
|---|---|---|---|
| 0131818 | 60.00 | | WAFFLE HOUSE #1980<br>963 BROADWAY DR<br>NORCROSS, GA 30091 |
| 0131823 | 30.00 | | FORSYTH MECHANICAL & CONSTRUCTIOM,<br>2100 SUNNYSIDE AVE.<br>WINSTON-SALEM, NC 27127 |
| 0131828 | 30.00 | | CLAXTON JANITORIAL SERVICES, INC<br>16 OFFICE PARK, STE 18<br>HATTIESBURG, MS 39404 |
| 0131831 | 20.00 | | DISCOUNT CHECK ADVANCE<br>1910 W. PINE ST., STE E<br>HATTIESBURG, MS 39401 |
| 0131832 | 20.00 | | 360 CUSTOM WHEEL & TIRE<br>1 CHURCHILL ST<br>HATTIESBURG, MS 39402 |
| 0131845 | 20.00 | | MCCARTHY CPA<br>1403 ADELINE ST.<br>HATTIESBURG, MS 39401 |
| 0131882 | 30.00 | | TIM PARKER CONSTRUCTION INC<br>306 WILLIE HILBUN RD<br>SOSO, MS 39480 |
| 0131912 | 20.00 | | BLONDIE AT MCB'S<br>6665 US HWY 98, STE 18<br>HATTIESBURG, MS 39402 |
| 0131917 | 20.00 | | ANDERSON & OROZCO, PLLC<br>118 S. 10TH AVE<br>HATTIESBURG, MS 39401 |
| 0131936 | 30.00 | | PENN'S HATTIESBURG<br>5329 OLD HWY 11<br>JACKSON, MS 39216 |
| 0131937 | 36.00 | | BELFOR USA GROUP INC<br>14141 AIRLINE HWY BLDG 3, STE H<br>BATON ROUGE, LA 70817 |
| 0131956 | 10.00 | | ECOATM, INC<br>1000 TURTLE CREEK DR<br>SAN DIEGO, CA 92121 |
| 0131973 | 250.00 | | STRATUS ENTERPRISES INC DBA SPIRIT<br>3818 HARDY ST<br>MONROE, LA 71202 |

PRIVILEGE LICENSE MONTHLY REPORT
September 2013

New Licenses

| License No. | Amount | Penalty | Owner, Name & Address of Business |
|---|---|---|---|
| 0131975 | 20.00 | | GNH, INC DBA WHICH WICH<br>6109 HWY 98, STE 60<br>HATTIESBURG, MS 39401 |
| 0131976 | 30.00 | | DRAYER PHYSICAL THERAPY INSTITUTE,<br>6134 HWY 98 WEST<br>HUMMELSTOWN, PA 17036 |
| 0131977 | 20.00 | | FOUR SEASONS FLORIST & GIFTS LLC<br>208 S. 27TH AVE., STE 1<br>HATTIESBURG, MS 39401 |
| 0131988 | 20.00 | | GREEN ENTERPRISES<br>808 HILLENDALE DR.<br>HATTIESBURG, MS 39402 |
| 0131989 | 30.00 | | SHRIMP BASKET<br>6154 HWY 49<br>GULF SHORES, AL 36547 |
| 0131999 | 250.00 | | HALLOWEEN HEADQUARTERS<br>4400 HARDY ST., STE B12 & B13<br>FLOWOOD, MS 39232 |
| 0132001 | 35.00 | | KEITH'S SUPERSTORE #137 LLC<br>5170 W. 4TH STREET<br>HATTIESBURG, MS 39402 |
| 0132002 | 30.00 | | WORLD FINANCE CORP.<br>4600 HARDY ST. UNIT 36<br>GREENVILLE, SC 29606 |
| 0132016 | 15.00 | | SHRIMP BASKET<br>6154 HWY 49<br>GULF SHORES, AL 36547 |
| 0132022 | 45.00 | | IZZO'S ILLEGAL BURRITO<br>3319 HARDY ST<br>BATON ROUGE, LA 70809 |
| 0132023 | 20.00 | | MARION PERSONAL CARE & REGSIT SERV.<br>100 S. 20TH AVE STE 10-A<br>COLUMBIA, MS 39429 |
| 0132040 | 90.00 | | DAIRY QUEEN GRILL AND CHILL<br>6370 US HWY 98<br>MERIDIAN, MS 39305 |
| 0132049 | 20.00 | | TINGLE LAW GROUP, PLLC<br>1507 HARDY ST. STE 204<br>HATTIESBURG, MS 39401 |

PRIVILEGE LICENSE MONTHLY REPORT
September 2013

New Licenses

| License No. | Amount | Penalty | Owner, Name & Address of Business |
|---|---|---|---|
| 26 | 1,201.00 | .00 | |

PRIVILEGE LICENSE MONTHLY REPORT
September 2013

Renewed Licenses

| License No. | Amount | Penalty | Owner, Name & Address of Business |
|---|---|---|---|
| 0131806 | 35.00 | | STOP-N-SAVE<br>1520 1/2 EAST HARDY ST<br>HATTIESBURG, MS 39401 |
| 0131807 | 35.00 | | VICTORIA'S GROCERY<br>407 MARTIN LUTHER KING AVENUE<br>HATTIESBURG, MS 39401 |
| 0131808 | 60.00 | | OSCAR'S MEXICAN GRILL & CANTINA<br>4400 HARDY ST. STE B5 & B6<br>HATTIESBURG, MS 39402 |
| 0131809 | 300.00 | | DIRT CHEAP BUILDING SUPPLIES #47<br>5912 HWY 49<br>HATTIESBURG, MS 39403 |
| 0131810 | 150.00 | | H'BURG HEALTH & REHAB CENTER, LLC<br>514 BAY STREET<br>HATTIESBURG, MS 39401 |
| 0131811 | 165.00 | | CHILI'S GRILL & BAR #542<br>4500 HARDY ST.<br>DALLAS, TX 75240 |
| 0131812 | 20.00 | | ADVANCE AMERICA #258<br>4600 HARDY ATREET SUITE 6<br>SPARTANBURG, SC 29304 |
| 0131813 | 150.00 | | WOMEN'S PAVILION OF SOUTH MS<br>39 FRANKLIN ROAD SUITE 300<br>HATTIESBURG, MS 39402 |
| 0131814 | 20.00 | | THERAPEUTIC KNEADS<br>332 N. 25TH AVE.<br>HATTIESBURG, MS 39401 |
| 0131816 | 65.00 | | MIDSOUTH GOLF,LLC<br>101 SHADOW LAKE DR.<br>HATTIESBURG, MS 39402 |
| 0131817 | 20.00 | | PINEBELT VAC & REPAIR<br>2409 W. FOURTH ST.<br>HATTIESBURG, MS 39401 |
| 0131819 | 40.00 | | BIG STAR SUPERMARKET #518<br>810 JAMES ST.<br>HATTIESBURG, MS 39401 |
| 0131820 | 40.00 | | BIG STAR SUPERMARKET #519<br>1224 N. MAIN ST.<br>HATTIESBURG, MS 39401 |

PRIVILEGE LICENSE MONTHLY REPORT
September 2013

Renewed Licenses

| License No. | Amount | Penalty | Owner, Name & Address of Business |
|---|---|---|---|
| 0131821 | 3,070.00 | | CHUCK E. CHEESE'S<br>1000 TURTLE CREEK DR.STE 530<br>IRVING, TX 75062 |
| 0131822 | 20.00 | | WORKNET 2000, INC.<br>SUITE 2 2018 HARDY ST<br>METAIRIE, LA 70004 |
| 0131824 | 35.00 | | STUCKEYS<br>6733 HWY 49 N<br>HATTIESBURG, MS 39404 |
| 0131825 | 42.00 | | SOUTH MS EMERGENCY PHYSICIANS, P.A.<br>6051 HWY 49<br>HATTIESBURG, MS 39404 |
| 0131826 | 165.00 | | O'CHARLEY'S # 254<br>4640 HARDY STREET<br>NASHVILLE, TN 37229 |
| 0131827 | 20.00 | | CCM CAPITAL ASSETS, LLC<br>6633 HWY 49 S<br>HATTIESBURG, MS 39403 |
| 0131829 | 50.00 | | FAMILY DOLLAR STORE #2488<br>1301 NORTH MAIN STREET<br>CHARLOTTE, NC 28201 |
| 0131830 | 800.00 | | BOOKS-A-MILLION#431<br>4600 HARDY STREET<br>BIRMINGHAM, AL 35219 |
| 0131833 | 35.00 | | QUICK SAVE<br>916 EAST HARDY STREET<br>HATTIESBURG, MS 39401 |
| 0131834 | 35.00 | | OAK GROVE EXPRESS MART<br>2601 OAK GROVE RD<br>HATTIESBURG, MS 39402 |
| 0131835 | 45.00 | | GRAND CHINA BUFFET<br>560 WEATHERSBY ROAD #10<br>HATTIESBURG, MS 39402 |
| 0131836 | 20.00 | | DIXIE PLUMBING, LLC<br>4845 OLD HWY 11<br>HATTIESBURG, MS 39402 |
| 0131837 | 20.00 | 2.40 | HIMANSHU MAKWANA, & ASSOC. DESIGNER<br>814 HILLENDALE DRIVE<br>HATTIESBURG, MS 39402 |

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Renewed Licenses

| License No. | Amount | Penalty | Owner, Name & Address of Business |
|---|---|---|---|
| 0131838 | 20.00 | 2.20 | EAST SIDE AUTO REPAIR<br>612 EASTSIDE AVE.<br>HATTIESBURG, MS 39101 |
| 0131839 | 35.00 | | LA TEXANITA LATIN BAR & GRILL<br>6528 US HWY 49 N<br>PETAL, MS 39465 |
| 0131840 | 20.00 | 2.40 | COMPUTER MAX<br>2401 HARDY ST. STE 20<br>HATTIESBURG, MS 39401 |
| 0131841 | 315.00 | | ST JAMES WRIGHT V.F.W.<br>108 MARKET ST.<br>HATTIESBURG, MS 39401 |
| 0131842 | 35.00 | | B & E'S WINE BAR<br>107 EAST FRONT STREET<br>PETAL, MS 39465 |
| 0131843 | 20.00 | 4.60 | MCCARTHY AUTO SALES<br>1305 W. PINE STREET<br>HATTIESBURG, MS 39401 |
| 0131844 | 20.00 | 2.20 | MCCARTHY AUTO SALES<br>1305 W. PINE STREET<br>HATTIESBURG, MS 39401 |
| 0131846 | 36.00 | | REGIONS BANK<br>1491 BROADWAY DRIVE<br>HATTIESBURG, MS 39401 |
| 0131847 | 30.00 | | DAVI NAILS<br>5901 US HWY 49<br>HATTIESBURG, MS 39401 |
| 0131848 | 20.00 | | THE LOTUS DOWNTOWN<br>221 WEST PINE ST<br>HATTIESBURG, MS 39401 |
| 0131849 | 40.00 | | SMOKY BEER & TOBACCO<br>3814 W. 4TH ST<br>PETAL, MS 39465 |
| 0131850 | 35.00 | | GUYS & DOLLS<br>1315 EAST HARDY ST.<br>HATTIESBURG, MS 39401 |
| 0131851 | 20.00 | 3.00 | PREMIER HEALTHCARE SERVICES<br>400 KENSINGTON DR.<br>HATTIESBURG, MS 39402 |

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Renewed Licenses

| License No. | Amount | Penalty | Owner, Name & Address of Business |
|---|---|---|---|
| 0131852 | 45.00 | | DEL SOL MEXICAN RESTAURANT LLC<br>560 WEATHERSBY ROAD SUITE 150<br>HATTIESBURG, MS 39402 |
| 0131853 | 20.00 | 3.00 | ALEXANDER IGNATIEV ATTORNEY AT LAW<br>612 N. MAIN STREET<br>HATTIESBURG, MS 39403 |
| 0131854 | 55.00 | | JR. FOOD MART #43<br>3800 W. 4TH STREET H'BURG,MS<br>FLOWOOD, MS 39232 |
| 0131855 | 40.00 | | JR. FOOD MART #44<br>1400 HARDY ST.<br>FLOWOOD, MS 39232 |
| 0131856 | 47.50 | | JR. FOOD MART #66<br>2502 W. 7TH ST.<br>FLOWOOD, MS 39232 |
| 0131857 | 55.00 | | JR. FOOD MART #71<br>3100 HARDY ST.<br>FLOWOOD, MS 39232 |
| 0131858 | 55.00 | | JR. FOOD MART #114<br>4100 HARDY ST.<br>FLOWOOD, MS 39232 |
| 0131859 | 47.50 | | JR. FOOD MART #115<br>5316 HWY 42<br>FLOWOOD, MS 39232 |
| 0131860 | 47.50 | | JR. FOOD MART #117<br>5696 HWY 49<br>FLOWOOD, MS 39232 |
| 0131861 | 65.00 | | KANGAROO EXPRESS #3385<br>7060 HWY 49N ATTN: KAISHA VANDERFER<br>CARY, NC 27512 |
| 0131862 | 65.00 | | KANGAROO EXPRESS #3395<br>4050 HWY 11 S<br>CARY, NC 27512 |
| 0131863 | 55.00 | | KANGAROO EXPRESS #3398<br>4607 HARDY ST<br>CARY, NC 27512 |
| 0131864 | 55.00 | | KANGAROO EXPRESS #3399<br>4904 HARDY ST<br>CARY, NC 27512 |

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Renewed Licenses

| License No. | Amount | Penalty | Owner, Name & Address of Business |
|---|---|---|---|
| 0131865 | 65.00 | | KANGAROO EXPRESS #3845<br>103 CAMPBELL LOOP<br>CARY, NC 27512 |
| 0131866 | 35.00 | | KIKA'S #1<br>831 HARDY STREET<br>ELLISVILLE, MS 39437 |
| 0131867 | 105.00 | | QDOBA MEXICAN GRILL<br>3705 HARDY ST. STE 10<br>HATTIESBURG, MS 39402 |
| 0131868 | 20.00 | | MAGNOLIA SPECIALTY PHARMACY INC.<br>208 S 27TH AVE SUITE 4<br>HATTIESBURG, MS 39401 |
| 0131869 | 66.00 | | LA FIESTA BRAVA<br>6168 HWY 49<br>HATTIESBURG, MS 39401 |
| 0131870 | 45.00 | | LA FIESTA BRAVA<br>124 GRAND DR STE 1000<br>HATTIESBURG, MS 39401 |
| 0131871 | 20.00 | | MORROW'S BARBER SHOP<br>916 TIMOTHY LANE<br>HATTIESBURG, MS 39401 |
| 0131872 | 45.00 | | PIZZA HUT #1181<br>580 WEATHERSBY ROAD<br>PITTSBURG, KS 66762 |
| 0131873 | 45.00 | | PIZZA HUT #2213<br>3610 W. HARDY ST<br>PITTSBURG, KS 66762 |
| 0131874 | 45.00 | | PIZZA HUT #2228<br>1410 N. 31ST AVE<br>PITTSBURG, KS 66762 |
| 0131876 | 25.00 | | MIKE'S TIRE & WHEEL<br>1010 HARDY ST.<br>LAUREL, MS 39441 |
| 0131877 | 20.00 | | 4 D SOLUTIONS, INC.<br>523 EAST HICKORY STREET<br>ELLISVILLE, MS 39437 |
| 0131878 | 165.00 | | RITE AID #7219<br>5916 U.S. HWY 49 S.<br>HARRISBURG, PA 17105 |

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Renewed Licenses

| License No. | Amount | Penalty | Owner, Name & Address of Business |
|---|---|---|---|
| 0131879 | 1,895.00 | | SAM'S CLUB #6503<br>6080 U.S. HWY 98<br>BENTONVILLE, AR 72716 |
| 0131880 | 1,995.00 | | WAL-MART #916<br>6072 U.S. HWY 98<br>BENTONVILLE, AR 72716 |
| 0131881 | 1,955.00 | | WAL-MART #2717<br>5901 HWY 49 NORTH<br>BENTONVILLE, AR 72716 |
| 0131883 | 45.00 | | WALNUT CIRCLE GRILL<br>115 WALNUT STREET<br>HATTIESBURG, MS 39401 |
| 0131884 | 35.00 | | SAKE CAFE<br>24 CROSSCREEK PARKWAY SUITE 130<br>HATTIESBURG, MS 39402 |
| 0131885 | 20.00 | | SIGNATURE ONE REALTY, LLC<br>118 FAIRFIELD DR.<br>HATTIESBURG, MS 39402 |
| 0131886 | 45.00 | | WILLY T'S SPORTS GRILL<br>6 MARKET PLACE<br>HATTIESBURG, MS 39402 |
| 0131887 | 105.00 | | HOOTERS OF HATTIESBURG<br>101 CARLISLE STREET<br>HATTIESBURG, MS 39402 |
| 0131888 | 35.00 | | HANDY PANTRY # 9<br>2425 W.4TH ST.<br>HATTIESBURG, MS 39402 |
| 0131889 | 45.00 | | LITTLE TOKYO<br>3800 HARDY ST<br>HATTIESBURG, MS 39402 |
| 0131890 | 45.00 | | EDO SUSHI ASIAN CUISINE<br>6414 HWY 98 W #150<br>HATTIESBURG, MS 39402 |
| 0131891 | 20.00 | | DISTINCTIVE DOORS & GLASS, LLC<br>1503 N. MAIN STREET<br>HATTIESBURG, MS 39401 |
| 0131892 | 25.00 | 5.25 | MIKE'S TIRE & WHEEL WEST<br>5279 OLD HWY 11<br>LAUREL, MS 39440 |

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Renewed Licenses

| License No. | Amount | Penalty | Owner, Name & Address of Business |
|---|---|---|---|
| 0131893 | 25.00 | | MIKE'S TIRE & WHEEL WEST<br>5279 OLD HWY 11<br>LAUREL, MS 39440 |
| 0131894 | 30.00 | | HEALTHSPRING OF TENNESSEE, INC.<br>22 MILLBRANCH ROAD, SUITE 1200<br>HATTIESBURG, MS 39402 |
| 0131895 | 30.00 | | STS FILING PRODUCTS, INC.<br>130 REDUS STREET H'BURG, MS<br>MONTGOMERY, AL 36104 |
| 0131896 | 45.00 | | CHEDDAR'S CASUAL CAFE<br>6163 U S HWY 98<br>IRVING, TX 75063 |
| 0131897 | 45.00 | | REDBOX AUTOMATED RETAIL, LLC<br>2507 HARDY ST<br>OAKWOOD TERRACE, IL 60181 |
| 0131898 | 45.00 | | REDBOX AUTOMATED RETAIL, LLC<br>2603 OAK GROVE RD.<br>OAKBROOK TERRACE, IL 60181 |
| 0131899 | 45.00 | | REDBOX AUTOMATED RETAIL,LLC<br>7060 HWY 49<br>OAKBROOK TERRACE, IL 60181 |
| 0131900 | 165.00 | | TGI FRIDAY'S #0502<br>6153 US HWY 98<br>CARROLTON, TX 75007 |
| 0131901 | 30.00 | | WENDY'S OLD FASHIONED HAMBURGERS<br>1701 HARDY ST.<br>MEMPHIS, TN 38103 |
| 0131902 | 33.00 | | WENDY'S #113<br>900 WESTOVER DR.<br>MEMPHIS, TN 38103 |
| 0131903 | 36.00 | | WENDY'S OLD FASHIONED HAMBURGERS<br>2001 EDDY ST.<br>MEMPHIS, TN 38103 |
| 0131904 | 45.00 | | BANGKOK CAFE<br>6101 US HWY 49 SOUTH<br>HATTIESBURG, MS 39401 |
| 0131905 | 45.00 | | OISHI STEAK HOUSE LLC<br>3606 HARDY STREET<br>HATTIESBURG, MS 39402 |

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Renewed Licenses

| License No. | Amount | Penalty | Owner, Name & Address of Business |
|---|---|---|---|
| 0131906 | 135.00 | | LOGAN'S ROADHOUSE<br>6147 US HWY 98<br>NASHVILLE, TN 37204 |
| 0131907 | 35.00 | | SULLY'S TAVERN<br>213 SULLIVAN KILRAIN, STE 10<br>HATTIESBURG, MS 39401 |
| 0131908 | 30.00 | | GREAT SOUTHERN NATIONAL BANK<br>6232 US HWY 98 W<br>HATTIESBURG, MS 39403 |
| 0131909 | 87.00 | | TABELLA<br>3720 HARDY STREET, SUITE 23A<br>HATTIESBURG, MS 39404 |
| 0131910 | 165.00 | | PURPLE PARROT/CRESCENT CITY GRILL<br>3810 HARDY ST.<br>HATTIESBURG, MS 39404 |
| 0131911 | 45.00 | | CHESTERFIELD'S<br>4646 HARDY STREET<br>HATTIESBURG, MS 39401 |
| 0131913 | 30.00 | | IMAGES SIGNS & NEON INC.<br>310 S 25TH AVE<br>HATTIESBURG, MS 39401 |
| 0131914 | 135.00 | | APPLEBEE'S NEIGHBORHOOD GRILL & BAR<br>3703 HARDY STREET<br>BIRMINGHAM, AL 35216 |
| 0131915 | 35.00 | | NICK'S ICE HOUSE<br>2106 HARDY ST.<br>HATTIESBURG, MS 39401 |
| 0131916 | 20.00 | | NICK'S MOVING SERVICE<br>2106 HARDY ST.<br>HATTIESBURG, MS 39401 |
| 0131918 | 25.00 | 5.25 | MIKE'S TIRE & WHEEL<br>1010 HARDY ST.<br>LAUREL, MS 39441 |
| 0131919 | 45.00 | | LENNY'S SUB SHOP<br>3704 HARDY STREET<br>HATTIESBURG, MS 39401 |
| 0131920 | 45.00 | | HILTON GARDEN INN<br>133 PLAZA DRIVE<br>HATTIESBURG, MS 39402 |

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Renewed Licenses

| License No. | Amount | Penalty | Owner, Name & Address of Business |
|---|---|---|---|
| 0131921 | 75.00 | | COURTYARD BY MARRIOT<br>119 GRAND DRIVE<br>HATTIESBURG, MS 39402 |
| 0131922 | 30.00 | | RAMSAY & HAMMOND, PLLC<br>106 MADISON PLAZA<br>HATTIESBURG, MS 39402 |
| 0131923 | 250.00 | | GANDER MOUNTAIN INC<br>4501 HARDY STREET STE 100<br>ST PAUL, MN 55101 |
| 0131924 | 15.00 | | LA MEXICANA #1<br>5224 HWY 42, UNIT 11<br>HATTIESBURG, MS 39401 |
| 0131925 | 35.00 | | L & S EXPRESS<br>1501 BROADWAY DR<br>HATTIESBURG, MS 39403 |
| 0131926 | 150.00 | | OLIVE GARDEN ITALIAN RESTAURANT<br>4505 HARDY STREET<br>ORLANDO, FL 32869 |
| 0131927 | 120.00 | | LONGHORN STEAKHOUSE OF HATTIESBURG<br>4503 HARDY ST<br>ORLANDO, FL 32869 |
| 0131928 | 575.00 | | CVS PHARMACY #3124<br>2507 HARDY ST<br>WOONSOCKET, RI 02895 |
| 0131929 | 935.00 | | CVS PHARMACY #5744<br>3910 HARDY ST.<br>WOONSOCKET, RI 02895 |
| 0131930 | 800.00 | | J.C. PENNEY CORP INC. #2690-6<br>1000 TURTLE CREEK DRIVE<br>SALT LAKE CITY, UT 84145 |
| 0131931 | 455.00 | | WINN DIXIE #1334<br>2800 LINCOLN RD<br>JACKSONVILLE, FL 32203 |
| 0131932 | 395.00 | | WINN DIXIE #2626<br>4400 HARDY ST<br>JACKSONVILLE, FL 32203 |
| 0131933 | 30.00 | | MIMI'S MAID SERVICE<br>4002 B O'FERRAL STREET<br>HATTIESBURG, MS 39402 |

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| License No. | Amount | Penalty | Owner, Name & Address of Business |
|---|---|---|---|
| 0131934 | 30.00 | | INTERNATIONAL HOUSE OF PANCAKES<br>2904 HARDY ST.<br>HATTIESBURG, MS 39401 |
| 0131935 | 20.00 | 2.20 | DIVINE INSPIRATIONS<br>6925 HWY 49 N., STE 2<br>HATTIESBURG, MS 39401 |
| 0131938 | 35.00 | | CEDAR COVE<br>7308 US HWY 49 NORTH<br>SUMRALL, MS 39482 |
| 0131939 | 20.00 | | 1 FASHION JEWELRY<br>4600 HARDY ST STE 31 A<br>HATTIESBURG, MS 39402 |
| 0131940 | 20.00 | | BROADWAY TRAILER PARK<br>2115 BROADWAY DR.<br>HATTIESBURG, MS 39401 |
| 0131941 | 45.00 | 13.80 | JUTAMAS THAI RESTAURANT<br>910 TIMOTHY LN<br>HATTIESBURG, MS 39401 |
| 0131942 | 45.00 | | JUTAMAS THAI RESTAURANT<br>910 TIMOTHY LN<br>HATTIESBURG, MS 39401 |
| 0131943 | 80.00 | 9.60 | WIS-PAK OF HATTIESBURG, LLC<br>2 W.L. RUNNELS INDUSTRIAL DRIVE<br>WATERTOWN, WI 53094 |
| 0131944 | 63.00 | | PAPITO'S MEXICAN GRILL<br>6140 HWY 98, SUITE 10<br>HATTIESBURG, MS 39402 |
| 0131945 | 20.00 | | YORK CONSTRUCTION LLC.<br>112 SHEFFIELD LOOP SUITE D<br>HATTIESBURG, MS 39402 |
| 0131946 | 20.00 | | ONEAL HOMES INC<br>342 BEAVER DAM RD<br>MCHENRY, MS 39561 |
| 0131947 | 30.00 | 6.30 | W.R. FAIRCHILD CONSTRUCTION CO.<br>6330 HWY 49 NORTH<br>HATTIESBURG, MS 39401 |
| 0131948 | 30.00 | | WATTS ELECTRICAL & A/C, INC.<br>1116 BROAD STREET<br>COLUMBIA, MS 39429 |

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|---|---|---|---|
| 0131949 | 30.00 | | MYERS UNDERGROUND LLC<br>408 RYAN RD.<br>HATTIESBURG, MS 39401 |
| 0131950 | 30.00 | | BYERS ENGINEERING COMPANY<br>301 W. PINE STREET, 2ND FL. H'BURG<br>ATLANTA, GA 30328 |
| 0131951 | 90.00 | | PLAID RHINO RESTAURANTS<br>122 CARLISLE DR.<br>HATTIESBURG, MS 39402 |
| 0131952 | 30.00 | | TRIAD ISOTOPES - HATTIESBURG<br>4 WILLOW POINTE, #24<br>ORLANDO, FL 32811 |
| 0131953 | 30.00 | | W.R. FAIRCHILD CONSTRUCTION CO.<br>6330 HWY 49 NORTH<br>HATTIESBURG, MS 39401 |
| 0131954 | 30.00 | 5.70 | THERAH CHILDCARE<br>840 MAIN ST.<br>HATTIESBURG, MS 39404 |
| 0131955 | 35.00 | | COMPADRE'S TAQUERIA & GRILL<br>1131 HARDY ST.<br>LAUREL, MS 39440 |
| 0131957 | 335.00 | | 3D LOUNGE LLC<br>811 TIMOTHY LANE<br>HATTIESBURG, MS 39402 |
| 0131958 | 20.00 | | GREAT SOUTHERN TITLE COMPANY<br>4600 HARDY ST. SUITE 5<br>HATTIESBURG, MS 39402 |
| 0131959 | 75.00 | | MELLOW MUSHROOM PIZZA BAKERS<br>6133 HWY 98<br>OCEAN SPRINGS, MS 39566 |
| 0131960 | 50.00 | | SOUTHERN BEVERAGE CO. INC.<br>6992 HWY 49 NORTH<br>HATTIESBURG, MS 39403 |
| 0131961 | 45.00 | | BREWSKY'S<br>3818 W. 4TH ST.<br>HATTIESBURG, MS 39402 |
| 0131962 | 45.00 | | MUGSHOTS GRILL & BAR<br>204 N. 40TH AVE<br>HATTIESBURG, MS 39402 |

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| License No. | Amount | Penalty | Owner, Name & Address of Business |
|---|---|---|---|
| 0131963 | 105.00 | | HALF SHELL OYSTER HOUSE HATTIESBURG<br>6555 HWY 98<br>GULFPORT, MS 39501 |
| 0131964 | 200.00 | | OLD NAVY #3373<br>6143 HWY 98 #30<br>ALBUQUERQUE, NM 87125 |
| 0131965 | 30.00 | | LORESCO, INC.<br>421 J M TATUM IND PARK DR.<br>HATTIESBURG, MS 39401 |
| 0131966 | 15.00 | | WALGREENS #07579<br>5093 HARDY STREET, HATTIESBURG, MS<br>DEERFIELD, IL 60015 |
| 0131967 | 815.00 | | WALGREENS #05307<br>6130 HWY 49<br>DEERFIELD, IL 60015 |
| 0131968 | 92.50 | | PETSMART, INC. #625<br>6143 HWY 98 SUITE 50<br>PHOENIX, AZ 85080 |
| 0131969 | 1,520.00 | | BED BATH & BEYOND #1029<br>6143 US HWY 98<br>UNION, NJ 07083 |
| 0131970 | 30.00 | | REGIS HAIRSTYLISTS #2537<br>1000 TURTLE CREEK DR.<br>MINNEAPOLIS, MN 55439 |
| 0131971 | 1,680.00 | | SEARS, ROEBUCK AND CO. #1306<br>1000 TURTLE CREEK DR.<br>HOFFMAN ESTATES, IL 60179 |
| 0131972 | 345.00 | | CLUB ELITE<br>6720 HWY 49 N HATTIESBURG, MS<br>HATTIESBURG, MS 39401 |
| 0131974 | 20.00 | | HOPKINS ANTIQUES & COLLECTIBLES<br>5360 HWY 49<br>HATTIESBURG, MS 39402 |
| 0131978 | 35.00 | | NASSER 980 BEER & TOBACCO<br>1818 BROADWAY DR.<br>HATTIESBURG, MS 39401 |
| 0131981 | 20.00 | | DIVA STYLES<br>1513 HARDY ST.<br>HATTIESBURG, MS 39404 |

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|---|---|---|---|
| 0131982 | 20.00 | | MR. & MS HAIR STYLING<br>104 OLIVER AVE.<br>HATTIESBURG, MS 39401 |
| 0131983 | 20.00 | 2.80 | TAMCO MECHANICAL SERVICES<br>1930 CORBIT BLVD.<br>PETAL, MS 39465 |
| 0131984 | 20.00 | | SOUTHERN UROLOGY, P.A.<br>139 FAIRFIELD DRIVE<br>HATTIESBURG, MS 39402 |
| 0131985 | 20.00 | | SOUTHERN SURGICAL ASSOCIATES<br>139 FAIRFIELD DRIVE<br>HATTIESBURG, MS 39402 |
| 0131986 | 30.00 | | SOUTHERN SURGERY WOUND CARE CLINIC<br>139 FAIRFIELD DRIVE<br>HATTIESBURG, MS 39402 |
| 0131987 | 20.00 | 2.20 | GLENN & RICHARDSON & STOVALL CONSTR<br>159 AUGUSTINE DR.<br>BAY SPRING, MS 39422 |
| 0131990 | 20.00 | | R & S AIR CONDITION & ELECTRIC<br>123 KING ROAD<br>HATTIESBURG, MS 39402 |
| 0131991 | 20.00 | 6.60 | HUB CITY RECYCLING<br>706 WEST PINE ST.<br>HATTIESBURG, MS 39401 |
| 0131992 | 20.00 | 4.20 | HUB CITY RECYCLING<br>706 WEST PINE ST.<br>HATTIESBURG, MS 39401 |
| 0131993 | 20.00 | | HUB CITY RECYCLING<br>706 WEST PINE ST.<br>HATTIESBURG, MS 39401 |
| 0131997 | 20.00 | 4.20 | W W ADCOCK<br>140 CHAMBLISS RD<br>BATON ROUGE, LA 70815 |
| 0131998 | 20.00 | | W W ADCOCK<br>140 CHAMBLISS RD<br>BATON ROUGE, LA 70815 |
| 0132000 | 20.00 | | THAGARD FENCE & CONSTRUCTION<br>2003 MCINNIS LOOP<br>HATTIESBURG, MS 39401 |

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| License No. | Amount | Penalty | Owner, Name & Address of Business |
|---|---|---|---|
| 0132003 | 30.00 | | SPEEDEE OIL CHANGES & TUNE UP<br>5032 HWY 98 W<br>SLIDELL, LA 70458 |
| 0132004 | 30.00 | | RUSH OIL CO., INC.<br>523 NORTH MAIN ST.<br>HATTIESBURG, MS 39403 |
| 0132005 | 30.00 | | HATTIESBURG CLINIC, PA<br>1 LINCOLN PARKWAY #102<br>HATTIESBURG, MS 39401 |
| 0132006 | 35.00 | | FAST MART #11<br>1801 BROADWAY DRIVE, STE 20<br>HATTIESBURG, MS 39402 |
| 0132007 | 35.00 | | FAST TRAC #16<br>6061 HARDY STREET<br>HATTIESBURG, MS 39403 |
| 0132008 | 35.00 | | FAST TRAC #19<br>2782 OAK GROVE ROAD<br>HATTIESBURG, MS 39403 |
| 0132009 | 30.00 | | INSTITUTE FOR SPINAL PAIN TREATMENT<br>1 LINCOLN PARKWAY, SUITE 106<br>HATTIESBURG, MS 39402 |
| 0132010 | 50.00 | | TALBOTS #1160<br>6156 HIGHWAY 98 WEST SUITE E<br>HINGHAM, MA 02043 |
| 0132011 | 20.00 | | EDWARD JONES<br>605 CORRINE STREET<br>ST LOUIS, MO 63131 |
| 0132012 | 20.00 | | DIPPIN' DOTS ICE CREAM<br>TURTLE CREEK MALL K-7<br>BILOXI, MS 39532 |
| 0132013 | 30.00 | 8.10 | LIN R. ROGERS ELECTRICAL CONT., INC<br>2050 MARCONI DRIVE SUITE 200<br>ALPHARETTA, GA 30005 |
| 0132014 | 30.00 | 4.50 | LIN R. ROGERS ELECTRICAL CONT., INC<br>2050 MARCONI DRIVE SUITE 200<br>ALPHARETTA, GA 30005 |
| 0132015 | 45.00 | | OUR PLACE BAR & GRILL<br>1900 LINCOLN RD.<br>HATTIESBIRG, MS 39402 |

PRIVILEGE LICENSE MONTHLY REPORT
September 2013

Renewed Licenses

| License No. | Amount | Penalty | Owner, Name & Address of Business |
|---|---|---|---|
| 0132017 | 35.00 | | MAMA ALMA'S KITCHEN<br>5096 HWY 42 HATTIESBURG, MS<br>HATTIESBURG, MS 39401 |
| 0132018 | 35.00 | | SHENANIGANS<br>2100 WEST PINE STREET<br>HATTIESBURG, MS 39401 |
| 0132019 | 345.00 | | ROPERS<br>6428 HWY 49 N<br>HATTIESBURG, MS 39404 |
| 0132020 | 35.00 | | THE YELLOW FIDDLE<br>6202 HWY 49 N<br>HATTIESBURG, MS 39401 |
| 0132021 | 30.00 | | ELEDENT<br>1904 HARDY STREET<br>HATTIESBURG, MS 39401 |
| 0132024 | 10.00 | | ZOOM SYSTEMS<br>1000 TURTLE CREEK DRIVE<br>SAN FRANCISCO, CA 94103 |
| 0132025 | 20.00 | | ASSOCIATION MANAGEMENT SYSTEMS INC<br>629 N. MAIN ST<br>HATTIESBURG, MS 39401 |
| 0132026 | 62.50 | | OWENS BUSINESS MACHINES, INC,<br>2108 HARDY ST.<br>HATTIESBURG, MS 39401 |
| 0132027 | 30.00 | | DONNELL & COMPANY<br>301 S.40TH AVENUE<br>HATTIESBURG, MS 39404 |
| 0132028 | 20.00 | | TOMMY'S ELECTRICAL & PLUMBING<br>107 NORTH FIRST ST.<br>COLLINS, MS 39428 |
| 0132029 | 30.00 | | HAIR WORX<br>6565 HWY 98 W<br>HATTIESBURG, MS 39402 |
| 0132030 | 30.00 | | CLAYTON HOMES #785<br>7325 HWY 49 NORTH<br>MARYVILLE, TN 37802 |
| 0132031 | 30.00 | | DANIELL MOTORS, INC.<br>1500 BROADWAY DR.<br>HATTIESBURG, MS 39402 |

PRIVILEGE LICENSE MONTHLY REPORT
September 2013

Renewed Licenses

| License No. | Amount | Penalty | Owner, Name & Address of Business |
|---|---|---|---|
| 0132032 | 20.00 | | NATIONAL TAX CENTERS LLC<br>102 NORTH 38TH AVE.<br>LAUREL, MS 39441 |
| 0132033 | 20.00 | | THE HENN'S NEST<br>6555 HWY 98 W, STE 19B<br>HATTIESBURG, MS 39402 |
| 0132034 | 75.00 | | SOUTHEASTERN CONCRETE COMPANY, INC.<br>2611 LAKEVIEW ROAD<br>HATTIESBURG, MS 39404 |
| 0132035 | 20.00 | | SLOCUM-RADSON MEDICAL LABORATORIES,<br>3700 HARDY STREET<br>HATTIESBURG, MS 39401 |
| 0132036 | 30.00 | | ARMSTRONG AUTO CENTER, INC.<br>5556 OLD HWY 42<br>HATTIESBURG, MS 39401 |
| 0132037 | 335.00 | | SPORTS 22<br>108 HALL AVENUE<br>HATTIESBURG, MS 39401 |
| 0132038 | 20.00 | | J.C. COOK'S BARBER SHOP<br>5266 OLD HWY 11 SUITE 80<br>PURVIS, MS 39475 |
| 0132039 | 20.00 | | BARNETT CONCRETE LLC<br>137 RED ROAN ROAD<br>HATTIESBURG, MS 39401 |
| 0132041 | 20.00 | | MATTIE'S BEAUTY SALON<br>224 STEPPS AVE.<br>HATTIESBURG, MS 39401 |
| 0132042 | 20.00 | | LUXE NAIL SALON, LLC<br>6414 US HWY 98 WEST, STE 50<br>HATTIESBURG, MS 39402 |
| 0132043 | 75.00 | 8.25 | THE FINISH LINE (805)<br>1000 TURTLE CREEK DRIVE SUITE 680<br>INDIANAPOLIS, IN 46235 |
| 0132044 | 20.00 | | ADVANTAGE MEDICAL INFUSION, LLC<br>6375 HWY 98 W. SUITE 50<br>HATTIESBURG, MS 39402 |
| 0132045 | 210.00 | | THE GRAND THEATER 14<br>100 GRAND DRIVE<br>NEW ORLEANS, LA 70112 |

PRIVILEGE LICENSE MONTHLY REPORT
September 2013

Renewed Licenses

| License No. | Amount | Penalty | Owner, Name & Address of Business |
|---|---|---|---|
| 0132046 | 20.00 | | DEAKLE LAW FIRM<br>802 MAIN ST.<br>HATTIESBURG, MS 39401 |
| 0132047 | 75.00 | | MCMULLAN EQUIPMENT CO.<br>401 BROADWAY D.<br>HATTIESBURG, MS 39401 |
| 0132048 | 30.00 | | J & J CAJUN GRILL<br>1000 TURTLE CREEK DRIVE STE 240<br>HATTIESBURG, MS 39402 |
| 0132050 | 35.00 | | JERRY'S SEASONED FOOD<br>800 BOUIE ST<br>HATTIESBURG, MS 39401 |
| 0132051 | 647.00 | | KINGSPINS<br>709 BARTUR STREET<br>HATTIESBURG, MS 39401 |
| 0132052 | 37.50 | | END ZONE,LLC<br>2505 WEST 4TH ST.<br>HATTIESBURG, MS 39402 |

# City of Hattiesburg, MS

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

## Master

### File Number: 2013-0669

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 2013-0669 | **Type:** | Regular Agenda Item | **Status:** | Agenda Ready |
| **Version:** | 1 | **Reference:** | | **In Control:** | City Council |
| | | | | **File Created:** | 10/15/2013 |
| **Brief Title:** | CDBG Program Payments | | | **Final Action:** | |
| | | | | **Minute Book Number:** | MB2013-321 |

**Title:**
Approve and authorize issuance of manual checks for CDBG Program Claims per attached memorandum. {Entitlement}

**Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | |
| **Attachments:** | MEMORANDUM-Manual Checks-CDBG, CDBG Supporting Docs | **Enactment Number:** | |
| **Contact:** | | **Meeting Date:** | 10/22/2013 |
| **Drafter:** | Anita Bratcher | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 10/22/2013 | | | | | |

### Text of Legislative File 2013-0669

**Title**

Approve and authorize issuance of manual checks for CDBG Program Claims per attached memorandum. {Entitlement}

**Summary**

CDBG Program Payments

**Budget Information**

**Expenditure Type**

**Purchasing Item**

## Publication Information

**MEMORANDUM**

**TO:** City of Hattiesburg Council Members

**FROM:** Andrew Ellard
Department of Federal & State Programs

**SUBJECT:** Authorize issuance of manual checks for CDBG Program claims

**DATE:** October 14, 2013

The following request for payment is being submitted for approval during the City Council's October 22, 2013 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

| | |
|---|---|
| **Recipient:** | **John Sims** |
| Activity: | Rehabilitation |
| Program: | CDBG |
| Project Site: | 1802 Edwards St. |
| **Amount Requested:** | **$650.00** |
| Purpose of Request: | Temporary Relocation – 10/1/2013 – 10/31/2013 |
| Work Provided by: | n/a |

| | |
|---|---|
| **Recipient:** | **Domestic Abuse Family Shelter, Inc.** |
| Activity: | Public Services |
| Program: | CDBG |
| Project Site: | 912 North Main St. |
| **Amount Requested:** | **$5,072.12** |
| Purpose of Request: | Draw #1 |
| Work Provided by: | Domestic Abuse Family Shelter, Inc. |

DAFS
Domestic Abuse
Family Shelter, Inc.

**24-HOUR CRISIS LINE 1-800-649-1092**
Business Office 601-428-1707

P.O. Box 273
Laurel, MS 39441-0273
601-428-8821

P.O. Box 1504
Hattiesburg, MS 39403-1504
601-582-2102

October 9, 2013

Hattiesburg City Council
Post Office Box 1898
Hattiesburg, MS 39403-1898

Re: Community Development Block Grant/Public Services
FY August 20, 2012- December 20, 2013

Dear Hattiesburg City Council:

Listed below are the expenditures of the Domestic Abuse Family Shelter for the dates of August 20 to September 30, 2013 as set forth in our agreement.

| Budget Line Item | Total Budget | Prior Request | Check Numbers | Current Request | Balance |
|---|---|---|---|---|---|
| Food Supplies, Consumables, etc. | 4,500.00 | 0 | 9542 | 1,168.10 | 3,331.90 |
| Programs and related Materials, Client Services | 4,500.00 | 0 | 9443/9491/9518 | 167.39 | 4,332.61 |
| Shelter Operations-utilities, maintenance, insurance, etc. | 6,000.00 | 0 | 9475/9490/9492/9493/9517/9523/9526/9540 | 3,736.63 | 9,927.88 |
| **TOTAL Request** | **15,000.00** | **0** | | **5,072.12** | **9,927.88** |

AB 10/14/2013

We are therefore, requesting funds in the amount of $5,072.12 . Enclosed you will find copies of checks and receipts for the above expenses.

Respectfully,

Becky Sims
Director

Enclosures

United Way
A United Way Agency

# City of Hattiesburg, MS

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

## Master

### File Number: 2013-0668

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 2013-0668 | **Type:** | Regular Agenda Item | **Status:** | Agenda Ready |
| **Version:** | 1 | **Reference:** | | **In Control:** | City Council |
| | | | | **File Created:** | 10/15/2013 |
| **Brief Title:** | HOME Program Payments | | | **Final Action:** | |
| | | | | **Minute Book Number:** | MB2013-321 |

**Title:**
Approve and authorize issuance of manual checks for HOME Program Claims per attached memorandum. {Entitlement}

**Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | |
| **Attachments:** | HOME Supporting Docs, MEMORANDUM-Manual Checks-HOME | **Enactment Number:** | |
| **Contact:** | | **Meeting Date:** | 10/22/2013 |
| **Drafter:** | Anita Bratcher | **Effective Date:** | |

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 10/22/2013 | | | | | |

### Text of Legislative File 2013-0668

#### 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

# SMITH'S REMODELING

**OWNER: JOHNNIE L. SMITH**
**Phone #(601)408-3588**

**Address:** 28 Pine Street
Hattiesburg, MS 39402

**Job Performed For:** Mrs. Louise Williams
The City of Hattiesburg/~~Mrs. Willie banks~~
901 North 34th Ave
Hattiesburg, MS 39402

**Request:** 3rd draw for work done according to work write-up.
Interior painting, installation of flooring and exterior painting
Also installation of cabinets.

**$10,000.00**

10/14/13

Signature: Johnnie L Smith
Date: October 13, 2013

# *SMITH'S REMODELING*

***OWNER: JOHNNIE L. SMITH***
***Phone #(601)408-3588***

**Address:** **28 Pine Street**
**Hattiesburg, MS 39402**

**Job Performed For:**
**The City of Hattiesburg/Mrs. Willie Banks**
**602 Stevens St.**
**Hattiesburg, MS 39401**

**Request:** **2nd draw for work done according to work write-up.**
**For the painting of the exterior and for the replacement of windows**
**For the hanging and finishing of sheetrock and also for the**
**Priming and painting of the interior.**

**$15,000.00**

10/14/13

Signature: Johnnie L. Smith
Date: October 13, 2013

# Hollimon Construction

Curtis Hollimon
145 Hinton Drive
Hattiesburg, MS 39401
601.270.3164

To: City of Hattiesburg Urban Development
Victoria Johnson
309 N. 21st Ave.
Hattiesburg, MS 39401

- Refurbish kitchen cabinets w/ new doors
- Paint ceiling in the entire house
- Install ceiling fans and light fixtures
- Replace stove, vent hood, refrigerator and dishwasher
- Replace two exterior door units

Material & Labor: $12,600.00 RD

Thanks!!

Curtis Hollimon

10/14/2013

**MEMORANDUM**

**TO:** City of Hattiesburg Council Members

**FROM:** Andrew Ellard
Department of Federal & State Programs

**SUBJECT:** Authorize issuance of manual checks for HOME Program claims

**DATE:** October 14, 2013

The following request for payment is being submitted for approval during the City Council's October 22, 2013 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

| | |
|---|---|
| **Recipient:** | **Victoria Johnson** |
| Activity: | Rehabilitation |
| Program: | HOME |
| Project Site: | 309 N 21st Ave. |
| **Amount Requested:** | **$650.00** |
| Purpose of Request: | Temporary Relocation – 10/1/2013 – 10/31/2013 |
| Work Provided by: | n/a |

| | |
|---|---|
| **Recipient:** | **Willie Banks** |
| Activity: | Rehabilitation |
| Program: | HOME |
| Project Site: | 602 Stevens Street |
| **Amount Requested:** | **$650.00** |
| Purpose of Request: | Temporary Relocation – 10/5/2013 – 11/4/2013 |
| Work Provided by: | n/a |

| | |
|---|---|
| **Recipient:** | **Louise Williams** |
| Activity: | Rehabilitation |
| Program: | HOME |
| Project Site: | 901 N 34th Ave. |
| **Amount Requested:** | **$650.00** |
| Purpose of Request: | Temporary Relocation – 10/1/2013 – 10/31/2013 |
| Work Provided by: | n/a |

| | |
|---|---|
| **Recipient:** | **Smith's Remodeling** |
| Activity: | Rehabilitation |
| Program: | HOME |
| Project Site: | 901 N 34th Ave. |
| **Amount Requested:** | **$10,000.00** |
| Purpose of Request: | Draw #3 |
| Work Provided by: | Smith's Remodeling |

| | |
|---|---|
| **Recipient:** | **Smith's Remodeling** |
| Activity: | Rehabilitation |
| Program: | HOME |
| Project Site: | 602 Stevens St. |
| **Amount Requested:** | **$15,000.00** |
| Purpose of Request: | Draw #2 |
| Work Provided by: | Smith's Remodeling |

| | |
|---|---|
| **Recipient:** | **Hollimon Construction** |
| Activity: | Rehabilitation |
| Program: | HOME |
| Project Site: | 309 N 21th Ave. |
| **Amount Requested:** | **$12,600.00** |
| Purpose of Request: | Draw #2 |
| Work Provided by: | Smith's Remodeling |

# City of Hattiesburg, MS

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

## Master

### File Number: 2013-0694

| | | | | | |
|---|---|---|---|---|---|
| **File ID:** | 2013-0694 | **Type:** | Regular Agenda Item | **Status:** | Agenda Ready |
| **Version:** | 1 | **Reference:** | | **In Control:** | City Council |
| | | | | **File Created:** | 10/16/2013 |
| **Brief Title:** | Claims docket | | | **Final Action:** | |
| | | | | **Minute Book Number:** | MB2013-322 |

**Title:**
Approve claims docket for the period ending October 18, 2013.

**Notes:**

| | | | |
|---|---|---|---|
| **Sponsors:** | | **Enactment Date:** | |
| **Attachments:** | 10-22-13 Claims Docket | **Enactment Number:** | |
| **Contact:** | | **Meeting Date:** | |
| **Drafter:** | Kermas Eaton | **Effective Date:** | |

**History of Legislative File**

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|---|---|---|---|---|---|---|---|
| 1 | City Council | 10/22/2013 | | | | | |

**Text of Legislative File 2013-0694**

**Title**
Approve claims docket for the period ending October 18, 2013.

**Summary**
Claims Docket

**Budget Information**

**Expenditure Type**

**Purchasing Item**

**Publication Information**

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 18, 2013

Date - 10/17/13

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| GENERAL FUND | | | | | | | | |
| 00001 | A A A AMBULANCE SERVICE | 13-33311 BRY | 00137292 | 13000256 | SERV 7/1 BRYANT-PRISONER | 10/18/13 | 233971 | 231.70- |
| 00001 | A A A AMBULANCE SERVICE | 13-34219 COL | 00137292 | 13000257 | SERV 7/6 COLEMAN-PRISONER | 10/18/13 | 233971 | 260.93- |
| 00001 | A A A AMBULANCE SERVICE | 13-43478 BRY | 00137292 | 13000258 | SERV 8/28 BRYANT-PRISONER | 10/18/13 | 233971 | 265.20- |
| 00001 | A A A AMBULANCE SERVICE | 13-36420 GAR | 00137292 | 13000259 | SERV 7/19 GARNER-PRISONER | 10/18/13 | 233971 | 265.20- |
| 00001 | A A A AMBULANCE SERVICE | 13-41410 DIC | 00137292 | 13000260 | SERV 8/16 DICKINSON-PRISONER | 10/18/13 | 233971 | 265.20- |
| A A AAMBULANCE SERVICE | | | | | | | | |
| Sum | | | | | | | | 1,288.23- |
| 00001 | AAMCO TRANS/AUTOMOTIVE S | 126947 | 00137251 | 13000250 | REPRS POLICE UNIT | 10/18/13 | 233973 | 155.00- |
| 00001 | AAMCO TRANS/AUTOMOTIVE S | 127048 | 00137386 | 13000420 | REPRS U#17017 STREET | 10/18/13 | 233973 | 155.00- |
| 00001 | AAMCO TRANS/AUTOMOTIVE S | 126929 | 00137371 | 13000445 | REPRS U#7526 HEALTH | 10/18/13 | 233973 | 3,099.04- |
| AAMCOTRANS/AUTOMOTIVE S | | | | | | | | |
| Sum | | | | | | | | 3,409.04- |
| 00001 | AARON OIL COMPANY INC | 74578-V | 00137362 | 13000329 | REMOVE USED OIL FILTERS | 10/18/13 | 233974 | 157.50- |
| AARONOIL COMPANY INC | | | | | | | | |
| Sum | | | | | | | | 157.50- |
| 00001 | ACTION TARGET | 74036-1 | 00136771 | 13000200 | RUNNING MAN ACTION TARGET | 10/18/13 | 233975 | 1,222.76- |
| ACTIONTARGET | | | | | | | | |
| Sum | | | | | | | | 1,222.76- |
| 00001 | ADAPCO INC | 95488 | 00137059 | 13000322 | MOSQUITO CHEMICALS | 10/18/13 | 233976 | 10,440.00- |
| ADAPCOINC | | | | | | | | |
| Sum | | | | | | | | 10,440.00- |
| 00001 | ADVANCE AUTO PARTS | 560432396811 | 00136074 | 13000083 | REPR PTS POLICE STOCK | 10/18/13 | 233977 | 20.53- |
| 00001 | ADVANCE AUTO PARTS | 560432434003 | 00136216 | 13000084 | REPR PTS U#17357 POLICE | 10/18/13 | 233977 | 327.89- |
| 00001 | ADVANCE AUTO PARTS | 560432434003 | 00136216 | 13000085 | REPR PTS U#11037 U#19117 | 10/18/13 | 233977 | 320.88- |
| 00001 | ADVANCE AUTO PARTS | 560432697790 | 00136773 | 13000086 | REPR PTS POLICE STOCK | 10/18/13 | 233977 | 160.66- |
| 00001 | ADVANCE AUTO PARTS | 560432697790 | 00136773 | 13000087 | REPR PTS POLICE STOCK | 10/18/13 | 233977 | 773.52- |
| 00001 | ADVANCE AUTO PARTS | 560432837841 | 00137219 | 13000350 | CAR OPENING KITS FIRE DEPT | 10/18/13 | 233977 | 197.67- |
| ADVANCE AUTO PARTS | | | | | | | | |
| Sum | | | | | | | | 1,801.15- |
| 00001 | ADVANCED JANITORIAL SERV | 20091 CITY H | 00137107 | 13000117 | SERVS 9/13 CITY HALL | 10/18/13 | 233978 | 1,925.00- |
| 00001 | ADVANCED JANITORIAL SERV | 20091 TRAFFI | 00137107 | 13000118 | SERVS 9/13 TRAFFIC OFFICE | 10/18/13 | 233978 | 250.00- |
| ADVANCED JANITORIAL SERV | | | | | | | | |
| Sum | | | | | | | | 2,175.00- |
| 00001 | AFFORDABLE EMERGENCY LIG | 617 | 00137099 | 13000155 | INSTALL EQUIP VARI UNITS | 10/18/13 | 233979 | 12,920.00- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| 00001 | AFFORDABLE EMERGENCY LIG | 615 | 00137077 | 13000156 | REPR LIGHTS U#17117 POLICE | 10/18/13 | 233979 | 85.00- |
| 00001 | AFFORDABLE EMERGENCY LIG | 616 | 00137077 | 13000157 | INSTALL EQUIP U#19307 POLICE | 10/18/13 | 233979 | 1,190.00- |
| AFFORDABLE EMERGENCY LIG | | | | | | | | |
| Sum | | | | | | | | 14,195.00- |
| 00001 | AIR CONDITIONING PARTS & | 32004 | 00136456 | 13000244 | A/C UNIT/SUPP TAX DEPT | 10/18/13 | 233981 | 1,943.00- |
| AIR CONDITIONING PARTS & | | | | | | | | |
| Sum | | | | | | | | 1,943.00- |
| 00001 | AIRGAS USA LLC (NORDAN S | 9020015424 | 00137069 | 13000095 | MEDICAL OXYGEN FIRE DEPT | 10/18/13 | 233982 | 8.87- |
| 00001 | AIRGAS USA LLC (NORDAN S | 9020015423 | 00137069 | 13000096 | MEDICAL OXYGEN FIRE DEPT | 10/18/13 | 233982 | 44.35- |
| AIRGASUSA LLC (NORDAN S | | | | | | | | |
| Sum | | | | | | | | 53.22- |
| 00001 | ALLBRITTON CHAIN SAW & L | 29345 | 00136987 | 13000057 | CHAINSAW BARS FORESTRY | 10/18/13 | 233985 | 54.90- |
| 00001 | ALLBRITTON CHAIN SAW & L | 29271 | 00136918 | 13000419 | WEEDEATERS STREET DEPT | 10/18/13 | 233985 | 1,919.84- |
| 00001 | ALLBRITTON CHAIN SAW & L | 29508 | 00137207 | 13000449 | CHAINSAW REPR HEALTH DIV | 10/18/13 | 233985 | 32.00- |
| ALLBRITTON CHAIN SAW & L | | | | | | | | |
| Sum | | | | | | | | 2,006.74- |
| 00001 | AMERICAN AIR SPECIALISTS | 62667 | 00137347 | 13000334 | ICE MACHINE MNT/REPR CEMETERY | 10/18/13 | 233986 | 838.03- |
| AMERICAN AIR SPECIALISTS | | | | | | | | |
| Sum | | | | | | | | 838.03- |
| 00001 | AMERICAN PLANNING ASSN ( | MBRSHP-ELLAR | 00137357 | 13000303 | NEW MBRSHP FEE ELLARD | 10/18/13 | 233987 | 185.00- |
| AMERICAN PLANNING ASSN ( | | | | | | | | |
| Sum | | | | | | | | 185.00- |
| 00001 | ANDERSON RETAIL INC | 94412 | 00136155 | 13000041 | NEW CARPET CONSTR/TRAFF OFFC | 10/18/13 | 233988 | 2,111.27- |
| ANDERSON RETAIL INC | | | | | | | | |
| Sum | | | | | | | | 2,111.27- |
| 00001 | ARE CONSULTANTS INC | 130402H | 00137432 | 13000363 | SRVS PRIEST CRK BANK STABL | 10/18/13 | 233992 | 350.00- |
| ARE CONSULTANTS INC | | | | | | | | |
| Sum | | | | | | | | 350.00- |
| 00001 | ARNOLD LINE WATER ASSN I | 2145 9/23/13 | 00020141 | 13000142 | SERV 8/22-9/23/13 #8 FIRE STA | 10/18/13 | 233995 | 27.00- |
| ARNOLDLINE WATER ASSN I | | | | | | | | |
| Sum | | | | | | | | 27.00- |
| 00001 | AT&T | 601M23905500 | 00020141 | 13000141 | VEHICLE LOCATOR 9/13 POLICE | 10/18/13 | 233996 | 202.00- |
| AT&T | | | | | | | | |
| Sum | | | | | | | | 202.00- |
| 00001 | AUTO ARMATURE SERVICE IN | 10762 | 00137154 | 13000194 | BATTERY U#16642 POLICE | 10/18/13 | 233997 | 127.95- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| 00001 | AUTO ARMATURE SERVICE IN | 10763 | 00137154 | 13000195 | BATTERY U#17804 POLICE | 10/18/13 | 233997 | 127.95- |
| 00001 | AUTO ARMATURE SERVICE IN | 10726 | 00137144 | 13000216 | BATTERY U#12065 STREET | 10/18/13 | 233997 | 137.95- |
| 00001 | AUTO ARMATURE SERVICE IN | 10727 | 00137144 | 13000217 | BATTERY U#17726 SANIT | 10/18/13 | 233997 | 371.85- |
| 00001 | AUTO ARMATURE SERVICE IN | 10725 | 00137141 | 13000224 | BATTERY U#9804 SHOP | 10/18/13 | 233997 | 199.95- |
| 00001 | AUTO ARMATURE SERVICE IN | 10525 | 00136860 | 13000227 | BATTERY U#17730 SANIT | 10/18/13 | 233997 | 371.85- |
| AUTO ARMATURE SERVICE IN | | | | | | | | |
| Sum | | | | | | | | 1,337.50- |
| 00001 | AUTO TRIM | 6434 | 00137025 | 13000031 | WINDOW TINT U#19307 POLICE | 10/18/13 | 233998 | 140.00- |
| 00001 | AUTO TRIM | 6432 | 00137023 | 13000197 | LETTER/TINT WINDOWS VARI UNTS | 10/18/13 | 233998 | 1,810.00- |
| 00001 | AUTO TRIM | 6475 | 00137023 | 13000198 | LETTER/TINT WINDOWS VARI UNTS | 10/18/13 | 233998 | 2,715.00- |
| 00001 | AUTO TRIM | 6468 | 00137377 | 13000435 | LETTERS FOR CITY VEHICLES | 10/18/13 | 233998 | 450.00- |
| AUTO TRIM | | | | | | | | |
| Sum | | | | | | | | 5,115.00- |
| 00001 | AUTO ZONE | 0139665020 | 00137021 | 13000097 | MOTOR OIL RESCUE EQUIPMENT | 10/18/13 | 233999 | 11.69- |
| 00001 | AUTO ZONE | 0139661983 | 00136714 | 13000421 | REPR PTS U#13047 STREET | 10/18/13 | 233999 | 13.99- |
| AUTO ZONE | | | | | | | | |
| Sum | | | | | | | | 25.68- |
| 00001 | AUTOMOTIVE GLASS SPECIAL | I144529 | 00136377 | 13000220 | GLASS REPR U#11356 STREET | 10/18/13 | 234000 | 145.00- |
| AUTOMOTIVE GLASS SPECIAL | | | | | | | | |
| Sum | | | | | | | | 145.00- |
| 00001 | BANCORPSOUTH EQUIPMENT F | 002-0070193- | 00020148 | 13000014 | GARBAGE TRUCK LEASE DUE 10/13 | 10/03/13 | 18187 | 34,542.83- |
| BANCORPSOUTH EQUIPMENT F | | | | | | | | |
| Sum | | | | | | | | 34,542.83- |
| 00001 | BEAUTY LAND (BAD CK RECO | ASHLEY HUSBA | 00201450 | 13000468 | MERCHANT FEE & FINE | 10/18/13 | 234003 | 73.14- |
| BEAUTYLAND (BAD CK RECO | | | | | | | | |
| Sum | | | | | | | | 73.14- |
| 00001 | BENNETT'S LOCK & KEY SHO | 62679 | 00136129 | 13000488 | LOCKS/KEYS 9/13 POLICE DEPT | 10/18/13 | 234005 | 8.75- |
| 00001 | BENNETT'S LOCK & KEY SHO | 62720 | 00136129 | 13000489 | LOCKS/KEYS 9/13 POLICE DEPT | 10/18/13 | 234005 | 39.51- |
| 00001 | BENNETT'S LOCK & KEY SHO | 62747 | 00136129 | 13000490 | LOCKS/KEYS 9/13 POLICE DEPT | 10/18/13 | 234005 | 2.50- |
| 00001 | BENNETT'S LOCK & KEY SHO | 62763 | 00136129 | 13000491 | LOCKS/KEYS 9/13 POLICE DEPT | 10/18/13 | 234005 | 2.50- |
| BENNETT'S LOCK & KEY SHO | | | | | | | | |
| Sum | | | | | | | | 53.26- |
| 00001 | BERRY, NANCY (POLL WORKE | 9/24/13 SPEC | 00201446 | 13000396 | 9/24/13 SPECIAL ELECTION | 10/18/13 | 234006 | 30.00- |
| BERRY,NANCY (POLL WORKE | | | | | | | | |
| Sum | | | | | | | | 30.00- |
| 00001 | BIG IRON DIESEL REPAIR L | S01361 | 00133825 | 13000140 | REPRS U#9857 SANIT | 10/18/13 | 234008 | 2,240.00- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
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| BIG IRON DIESEL REPAIR L | | | | | | | | |
| Sum | | | | | | | | 2,240.00- |
| 00001 | BILL'S DISCOUNT WHEEL & | 8666 | 00136182 | 13000339 | TIRES RISK MANAGEMENT UNIT | 10/18/13 | 234009 | 671.80- |
| BILL'SDISCOUNT WHEEL & | | | | | | | | |
| Sum | | | | | | | | 671.80- |
| 00001 | BLACKWELL, BRIANNA (REFU | DAMAGE DEP R | 00201436 | 13000405 | DAMAGE DEPOSIT REFUND | 10/18/13 | 234010 | 500.00- |
| BLACKWELL, BRIANNA (REFU | | | | | | | | |
| Sum | | | | | | | | 500.00- |
| 00001 | BOURNE BROTHERS PRINTING | 48489 | 00136813 | 13000091 | PRINT REPORTS/ENV/STATIONERY | 10/18/13 | 234018 | 820.00- |
| 00001 | BOURNE BROTHERS PRINTING | 48591 | 00137308 | 13000453 | HEALTHY HOMETOWN POSTERS | 10/18/13 | 234018 | 350.00- |
| BOURNEBROTHERS PRINTING | | | | | | | | |
| Sum | | | | | | | | 1,170.00- |
| 00001 | BOURNE, MARY (ELECTION C | 9/24/13 SPEC | 00201445 | 13000399 | 9/24/13 SPECIAL ELECTION | 10/18/13 | 234019 | 219.30- |
| BOURNE, MARY (ELECTION C | | | | | | | | |
| Sum | | | | | | | | 219.30- |
| 00001 | BRACKMAN MOWER WAREHOUSE | IN0122884 | 00135632 | 13000053 | REPRS U#18891 HEALTH | 10/18/13 | 234021 | 176.12- |
| BRACKMAN MOWER WAREHOUSE | | | | | | | | |
| Sum | | | | | | | | 176.12- |
| 00001 | BROADWAY DRIVE TIRE | 089182 | 00137149 | 13000415 | TIRES POLICE STOCK | 10/18/13 | 234022 | 3,915.68- |
| 00001 | BROADWAY DRIVE TIRE | 089047 | 00136861 | 13000422 | TIRES U#13062 STREET | 10/18/13 | 234022 | 262.48- |
| BROADWAY DRIVE TIRE | | | | | | | | |
| Sum | | | | | | | | 4,178.16- |
| 00001 | C & S AUTOMOTIVE LLC | 1455 | 00137078 | 13000158 | ALIGNMENT U#17577 POLICE | 10/18/13 | 234028 | 67.00- |
| C & SAUTOMOTIVE LLC | | | | | | | | |
| Sum | | | | | | | | 67.00- |
| 00001 | C D W GOVERNMENT | FW33130 | 00136676 | 13000340 | POWER ADAPTERS NEW POL UNITS | 10/18/13 | 234029 | 784.00- |
| 00001 | C D W GOVERNMENT | GD70611 | 00136676 | 13000341 | POWER ADAPTERS NEW POL UNITS | 10/18/13 | 234029 | 336.00- |
| C D WGOVERNMENT | | | | | | | | |
| Sum | | | | | | | | 1,120.00- |
| 00001 | CAMPER CITY OF HATTIESBU | 24405 | 00136431 | 13000343 | REPR PTS U#19307 POLICE | 10/18/13 | 234031 | 638.00- |
| 00001 | CAMPER CITY OF HATTIESBU | 24469 | 00136821 | 13000344 | LIGHTS/STORAGE BOX U#19307 | 10/18/13 | 234031 | 1,085.05- |
| CAMPERCITY OF HATTIESBU | | | | | | | | |
| Sum | | | | | | | | 1,723.05- |
| 00001 | CAREERBUILDER, LLC | CB02097378 | 00137460 | 13000388 | ADS DIRECTOR OF ENGINEERING | 10/18/13 | 234032 | 419.00- |
| CAREERBUILDER, LLC | | | | | | | | |

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| Sum | | | | | | | | 419.00- |
| 00001 | CARQUEST AUTO PARTS STOR | 14758-14899 | 00137180 | 13000299 | REPR PTS CEM/FORESTRY SHOP | 10/18/13 | 234035 | 102.40- |
| 00001 | CARQUEST AUTO PARTS STOR | 14758-14944 | 00137201 | 13000416 | REPR PTS U#17528 TRAFFIC | 10/18/13 | 234035 | 9.27- |
| 00001 | CARQUEST AUTO PARTS STOR | 14758-14946 | 00137201 | 13000417 | REPR PTS U#11945 TRAFFIC | 10/18/13 | 234035 | 18.27- |
| 00001 | CARQUEST AUTO PARTS STOR | 14758-14947 | 00137201 | 13000418 | REPR PTS U#11943 CONSTR | 10/18/13 | 234035 | 18.27- |
| 00001 | CARQUEST AUTO PARTS STOR | 14758-14961 | 00136866 | 13000423 | REPR PTS U#48608 CONSTR | 10/18/13 | 234035 | 4.62- |
| 00001 | CARQUEST AUTO PARTS STOR | 14758-14962 | 00136866 | 13000424 | REPR PTS U#15514 STREET | 10/18/13 | 234035 | 22.99- |
| 00001 | CARQUEST AUTO PARTS STOR | 14758-14950 | 00137151 | 13000425 | REPR PTS U#11995 CEMETERY | 10/18/13 | 234035 | 40.18- |
| 00001 | CARQUEST AUTO PARTS STOR | 14758-14951 | 00137151 | 13000426 | REPR PTS U#13047 STREET | 10/18/13 | 234035 | 56.97- |
| 00001 | CARQUEST AUTO PARTS STOR | 14758-14952 | 00137151 | 13000427 | REPR PTS U#8629 STREET | 10/18/13 | 234035 | 9.23- |
| 00001 | CARQUEST AUTO PARTS STOR | 14758-14940 | 00137200 | 13000428 | REPR PTS U#14677 SANIT | 10/18/13 | 234035 | 72.26- |
| 00001 | CARQUEST AUTO PARTS STOR | 14758-14942 | 00137200 | 13000429 | REPR PTS U#15084 STREET | 10/18/13 | 234035 | 10.30- |
| 00001 | CARQUEST AUTO PARTS STOR | 14758-14939 | 00137202 | 13000438 | REPR PTS U#11469 CONSTR | 10/18/13 | 234035 | 18.27- |
| 00001 | CARQUEST AUTO PARTS STOR | 14758-14953 | 00137156 | 13000439 | REPR PTS SANIT STOCK | 10/18/13 | 234035 | 280.25- |
| 00001 | CARQUEST AUTO PARTS STOR | 14758-14954 | 00137146 | 13000446 | REPR PTS U#18602 CEMETERY | 10/18/13 | 234035 | 23.11- |
| 00001 | CARQUEST AUTO PARTS STOR | 14758-14955 | 00137146 | 13000447 | REPR PTS U#13175 HEALTH | 10/18/13 | 234035 | 11.97- |
| 00001 | CARQUEST AUTO PARTS STOR | 14758-14956 | 00137146 | 13000448 | REPR PTS U#13562 CEMETERY | 10/18/13 | 234035 | 34.77- |
| 00001 | CARQUEST AUTO PARTS STOR | 14758-14958 | 00137147 | 13000450 | REPR PTS U#12891 CEMETERY | 10/18/13 | 234035 | 34.95- |
| 00001 | CARQUEST AUTO PARTS STOR | 14758-14959 | 00137147 | 13000451 | REPR PTS U#13024 CEMETERY | 10/18/13 | 234035 | 34.95- |
| | | | | | | | | --- |
| CARQUEST AUTO PARTS STOR | | | | | | | | |
| Sum | | | | | | | | 803.03- |
| 00001 | CARTER, KENNETH L (REFUN | DAMAGE DEP R | 00201436 | 13000406 | DAMAGE DEPOSIT REFUND | 10/18/13 | 234036 | 300.00- |
| | | | | | | | | --- |
| CARTER, KENNETH L (REFUN | | | | | | | | |
| Sum | | | | | | | | 300.00- |
| 00001 | CENTURY MANUFACTURING | 527850 | 00137084 | 13000207 | GRAFFITI WIPES TRAFFIC DEPT | 10/18/13 | 234039 | 131.92- |
| | | | | | | | | --- |
| CENTURY MANUFACTURING | | | | | | | | |
| Sum | | | | | | | | 131.92- |
| 00001 | CERTIFIED LABORATORIES | 1256106 | 00136911 | 13000232 | CHEMICALS HEALTH DEPT | 10/18/13 | 234040 | 977.35- |
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| CERTIFIED LABORATORIES | | | | | | | | |
| Sum | | | | | | | | 977.35- |
| 00001 | CITY OF HATTIESBURG FUND | TRF 1ST 10/1 | 00201411 | 13000001 | TRF 1st 10/13 PAYROLL | 10/02/13 | 18172 | 803,236.53- |
| 00001 | CITY OF HATTIESBURG FUND | TRF 2ND 10/1 | 00201438 | 13000411 | TRF 2ND 10/13 PAYROLL | 10/16/13 | 18204 | 1,055,259.69- |
| | | | | | | | | --- |
| CITY OF HATTIESBURG FUND | | | | | | | | |
| Sum | | | | | | | | 1,858,496.22- |
| 00001 | CLARION LEDGER (SUBSCRIP | CL6108589 10 | 00137487 | 13000473 | SUBSCRIPT 10/13-9/14 MAYOR | 10/18/13 | 234044 | 325.44- |
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| CLARION LEDGER (SUBSCRIP | | | | | | | | |
| Sum | | | | | | | | 325.44- |
| 00001 | CLARK, NORRIS (ELECTION | 9/24/13 SPEC | 00201445 | 13000402 | 9/24/13 SPECIAL ELECTION | 10/18/13 | 234046 | 1,218.00- |
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| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
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| CLARK,NORRIS (ELECTION | | | | | | | | |
| Sum | | | | | | | | 1,218.00- |
| 00001 | CLEMTS HARDWARE | 107231 | 00137011 | 13000159 | CHAIR REPR MATLS ASSEMBLY RM | 10/18/13 | 234047 | 21.56- |
| CLEMTSHARDWARE | | | | | | | | |
| Sum | | | | | | | | 21.56- |
| 00001 | COBB, TROY (REFUND) | MUNICIPAL CO | 00201416 | 13000139 | MUNICIPAL COURT REFUND | 10/18/13 | 234048 | 636.00- |
| COBB,TROY (REFUND) | | | | | | | | |
| Sum | | | | | | | | 636.00- |
| 00001 | COBURN'S SUPPLY CO INC | 606249966 | 00136709 | 13000236 | PLUMB SUPP SOUTH HILL CEM | 10/18/13 | 234049 | 59.71- |
| 00001 | COBURN'S SUPPLY CO INC | 606249966-1 | 00136709 | 13000237 | PLUMB SUPP SOUTH HILL CEM | 10/18/13 | 234049 | 35.37- |
| COBURN'S SUPPLY CO INC | | | | | | | | |
| Sum | | | | | | | | 95.08- |
| 00001 | COLEMAN, MAXINE | TRAV ADVANCE | 00137391 | 13000300 | TRAV ADV NLC WASHINGTON | 10/18/13 | 234050 | 280.00- |
| COLEMAN, MAXINE | | | | | | | | |
| Sum | | | | | | | | 280.00- |
| 00001 | COMCAST CABLEVISION OF H | 095773401001 | 00137047 | 13000055 | SERV AIRPORT MAINT | 10/18/13 | 234051 | 80.60- |
| 00001 | COMCAST CABLEVISION OF H | 095777456110 | 00137128 | 13000125 | CONVERTER BOXES 9/28-10/27 | 10/18/13 | 234051 | 8.87- |
| COMCAST CABLEVISION OF H | | | | | | | | |
| Sum | | | | | | | | 89.47- |
| 00001 | COMPREHENSIVE RADIOLOGY | CRS100066875 | 00137300 | 13000261 | SERV 8/11/13 JOHNSON-PRISONER | 10/18/13 | 234053 | 425.00- |
| 00001 | COMPREHENSIVE RADIOLOGY | CRS100045018 | 00137300 | 13000262 | SERV 6/26/13 BOUNDS-PRISONER | 10/18/13 | 234053 | 89.00- |
| 00001 | COMPREHENSIVE RADIOLOGY | CRS100069473 | 00137300 | 13000263 | SERV 8/16/13 DICKINSON-PRSNR | 10/18/13 | 234053 | 37.00- |
| COMPREHENSIVE RADIOLOGY | | | | | | | | |
| Sum | | | | | | | | 551.00- |
| 00001 | COMPUTER CONCEPTS OF MS | 2758 | 00137015 | 13000064 | COMPUTER SERVS INFO TECH | 10/18/13 | 234054 | 380.00- |
| COMPUTER CONCEPTS OF MS | | | | | | | | |
| Sum | | | | | | | | 380.00- |
| 00001 | COMSOUTH | 171423 | 00136584 | 13000040 | RADIO REPR #7 FIRE STA | 10/18/13 | 234055 | 500.00- |
| 00001 | COMSOUTH | 171422 | 00136789 | 13000209 | RADIO REPR U#12844 TRAFFIC | 10/18/13 | 234055 | 90.60- |
| 00001 | COMSOUTH | 171556 | 00136993 | 13000221 | BATTERIES PUBLIC WORKS | 10/18/13 | 234055 | 900.00- |
| 00001 | COMSOUTH | 170940 | 00136741 | 13000478 | RADIO REPR FIRE DEPT | 10/18/13 | 234055 | 425.00- |
| 00001 | COMSOUTH | 171596 | 00137117 | 13000484 | RADIO REPR-TERRELL-SANIT | 10/18/13 | 234055 | 95.00- |
| COMSOUTH | | | | | | | | |
| Sum | | | | | | | | 2,010.60- |
| 00001 | COWBOY MALONEY'S ELECTRI | HATTTM1121 | 00137348 | 13000320 | WASHER/DRYER #8 FIRE STA | 10/18/13 | 234061 | 799.98- |
| COWBOYMALONEY'S ELECTRI | | | | | | | | |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
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| Sum | | | | | | | | 799.98- |
| 00001 | CRAIN TRACTOR & EQUIPMEN | US14612 | 00136703 | 13000210 | CUTTER WITH CHAIN GUARDS | 10/18/13 | 234062 | 3,728.00- |
| 00001 | CRAIN TRACTOR & EQUIPMEN | US14632 | 00136982 | 13000211 | CUTTER WITH CHAIN GUARDS | 10/18/13 | 234062 | 3,728.00- |
| CRAINTRACTOR & EQUIPMEN | | | | | | | | |
| Sum | | | | | | | | 7,456.00- |
| 00001 | CUSTOM PRODUCTS CORP | 24423 | 00137085 | 13000462 | BARRICADE TAPE TRAFFIC DEPT | 10/18/13 | 234065 | 1,219.44- |
| CUSTOMPRODUCTS CORP | | | | | | | | |
| Sum | | | | | | | | 1,219.44- |
| 00001 | D P S CRIME LAB | IN 711 14CL0 | 00137451 | 13000384 | ANALYTICAL FEES 10/13 | 10/18/13 | 234067 | 150.00- |
| D P SCRIME LAB | | | | | | | | |
| Sum | | | | | | | | 150.00- |
| 00001 | DAKTECH COMPUTERS | INV0307124 | 00136474 | 13000024 | COMPUTERS VARI DEPTS | 10/18/13 | 234068 | 8,991.00- |
| DAKTECH COMPUTERS | | | | | | | | |
| Sum | | | | | | | | 8,991.00- |
| 00001 | DEVINEY EQUIPMENT | IV04220 | 00136872 | 13000047 | REPR PTS U#16076 STREET | 10/18/13 | 234069 | 1,369.81- |
| DEVINEY EQUIPMENT | | | | | | | | |
| Sum | | | | | | | | 1,369.81- |
| 00001 | DICK'S SPORTING GOODS | PO#136229 9/ | 00136229 | 13000163 | POP-UP CANOPIES FIRE DEPT | 10/18/13 | 234072 | 239.98- |
| DICK'SSPORTING GOODS | | | | | | | | |
| Sum | | | | | | | | 239.98- |
| 00001 | DOMINO'S PIZZA (BAD CHEC | ASHLEY MOORE | 00201450 | 13000469 | MERCHANT FEE & FINE | 10/18/13 | 234074 | 62.89- |
| DOMINO'S PIZZA (BAD CHEC | | | | | | | | |
| Sum | | | | | | | | 62.89- |
| 00001 | DUNAGIN PEST CONTROL(PRE | 5211268 | 00137158 | 13000205 | SENTRICON SERV #4 FIRE STA | 10/18/13 | 234075 | 240.20- |
| 00001 | DUNAGIN PEST CONTROL(PRE | 5211255 10/1 | 00137315 | 13000246 | YEARLY SENTRICON TRAIN DEPOT | 10/18/13 | 234075 | 895.00- |
| 00001 | DUNAGIN PEST CONTROL(PRE | 5211259 10/1 | 00137230 | 13000268 | YEARLY SENTRICON ENGR DEPT | 10/18/13 | 234075 | 345.00- |
| 00001 | DUNAGIN PEST CONTROL(PRE | 5220477 10/1 | 00137290 | 13000274 | YEARLY SENTRICON AIRPORT | 10/18/13 | 234075 | 239.00- |
| 00001 | DUNAGIN PEST CONTROL(PRE | 5211251 10/1 | 00137472 | 13000391 | YEARLY SENTRICON CITY HALL | 10/18/13 | 234075 | 345.00- |
| DUNAGIN PEST CONTROL(PRE | | | | | | | | |
| Sum | | | | | | | | 2,064.20- |
| 00001 | EASTON, LILLIE (ELECTION | 9/24/13 SPEC | 00201445 | 13000403 | 9/24/13 SPECIAL ELECTION | 10/18/13 | 234078 | 1,142.40- |
| EASTON, LILLIE (ELECTION | | | | | | | | |
| Sum | | | | | | | | 1,142.40- |
| 00001 | EATON, KERMAS | 10/13 | 00201415 | 13000009 | PETTY CASH FOR NEW F/Y | 10/03/13 | 18180 | 900.00- |
| EATON,KERMAS | | | | | | | | |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
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| Sum | | | | | | | | 900.00- |
| 00001 | ECO-SYSTEMS INC | 00130742 | 00137421 | 13000364 | SRVS 8/31-9/27 AMEN/TMBRTN | 10/18/13 | 234079 | 150.00- |
| 00001 | ECO-SYSTEMS INC | 00130741 | 00137422 | 13000365 | SRVS 8/31-9/27 GRODON CREEK | 10/18/13 | 234079 | 250.00- |
| ECO-SYSTEMS INC | | | | | | | | |
| Sum | | | | | | | | 400.00- |
| 00001 | ECONOMY SUPPLY CO | 200519 | 00135806 | 13000154 | DOOR CLOSERS POLICE DEPT | 10/18/13 | 234080 | 97.90- |
| 00001 | ECONOMY SUPPLY CO | 200287 | 00137019 | 13000165 | BARRICADE MATLS TRAFFIC DEPT | 10/18/13 | 234080 | 1,313.45- |
| 00001 | ECONOMY SUPPLY CO | 200933 | 00137192 | 13000270 | ENTRY DOOR LOCK CONSTR DEPT | 10/18/13 | 234080 | 45.95- |
| 00001 | ECONOMY SUPPLY CO | 200932 | 00137138 | 13000359 | ELEC SUPP FUEL FACILITY | 10/18/13 | 234080 | 93.00- |
| 00001 | ECONOMY SUPPLY CO | 201081 | 00137285 | 13000366 | PLYWOOD FOR PARK EVENT | 10/18/13 | 234080 | 35.60- |
| ECONOMY SUPPLY CO | | | | | | | | |
| Sum | | | | | | | | 1,585.90- |
| 00001 | EDKO LLC | 329576 | 00137121 | 13000133 | 2013 VEG MNGMNT DRNGE CHANNEL | 10/18/13 | 234081 | 12,488.20- |
| EDKO LLC | | | | | | | | |
| Sum | | | | | | | | 12,488.20- |
| 00001 | ELECTION SYSTEMS & SOFTW | 861910 | 00137459 | 13000380 | ELECTION TRNG/EQUIP/TECH | 10/18/13 | 234082 | 8,600.00- |
| 00001 | ELECTION SYSTEMS & SOFTW | ESS-235A | 00137459 | 13000381 | TECH SUPPORT SPECIAL ELECTION | 10/18/13 | 234082 | 750.00- |
| ELECTION SYSTEMS & SOFTW | | | | | | | | |
| Sum | | | | | | | | 9,350.00- |
| 00001 | EMERGENCY EQUIPMENT PROF | 408115 | 00137476 | 13000459 | ELEC CHECK U#18098 FIRE DEPT | 10/18/13 | 234084 | 188.00- |
| EMERGENCY EQUIPMENT PROF | | | | | | | | |
| Sum | | | | | | | | 188.00- |
| 00001 | EMPIRE TRUCK SALES (H'BU | CE006080697: | 00136998 | 13000222 | AIR TANK U#15893 STREET | 10/18/13 | 234085 | 299.98- |
| EMPIRETRUCK SALES (H'BU | | | | | | | | |
| Sum | | | | | | | | 299.98- |
| 00001 | EXPERT TIRE | 186214 | 00137408 | 13000460 | TIRES/REPRS U#14094 FIRE DEPT | 10/18/13 | 234088 | 1,055.60- |
| EXPERTTIRE | | | | | | | | |
| Sum | | | | | | | | 1,055.60- |
| 00001 | FASTENAL COMPANY | MSHAT163824 | 00137143 | 13000166 | VENDING MACHINE ITEMS | 10/18/13 | 234090 | 575.15- |
| 00001 | FASTENAL COMPANY | MSHAT164203 | 00136977 | 13000203 | DRILL BITS FIRE MECHANIC | 10/18/13 | 234090 | 100.40- |
| 00001 | FASTENAL COMPANY | MSHAT164172 | 00136781 | 13000212 | WIRE BRUSHES GUARD RAILS SUPP | 10/18/13 | 234090 | 164.81- |
| 00001 | FASTENAL COMPANY | MSHAT164245 | 00137001 | 13000219 | GUARD RAIL SUPP STREET DEPT | 10/18/13 | 234090 | 53.83- |
| 00001 | FASTENAL COMPANY | MSHAT164216 | 00137375 | 13000323 | VENDING MACHINE ITEMS | 10/18/13 | 234090 | 475.49- |
| 00001 | FASTENAL COMPANY | MN01924513 | 00137509 | 13000480 | VENDING MACH PROGRAM FEE | 10/18/13 | 234090 | 300.00- |
| FASTENAL COMPANY | | | | | | | | |
| Sum | | | | | | | | 1,669.68- |
| 00001 | FEDERAL EXPRESS | 2-390-43266( | 00137040 | 13000022 | FEDEX ENV COLEMAN PLANNING | 10/18/13 | 234091 | 7.49- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| 00001 | FEDERAL EXPRESS | 2-412-30287 | 00136992 | 13000061 | SERVS 9/19-20/13 COUNCIL/ENGR | 10/18/13 | 234091 | 517.25- |
| 00001 | FEDERAL EXPRESS | 2-419-62212 | 00137233 | 13000267 | SERVS 9/23-27/13 ENGR DEPT | 10/18/13 | 234091 | 65.92- |
| 00001 | FEDERAL EXPRESS | 2-426-78779 | 00137477 | 13000433 | SERVS 9/30/13 BENSON | 10/18/13 | 234091 | 20.52- |
| 00001 | FEDERAL EXPRESS | 2-426-78779( | 00137477 | 13000434 | SERVS 9/30,10/2/13 ENGR DEPT | 10/18/13 | 234091 | 33.89- |
| FEDERAL EXPRESS | | | | | | | | |
| Sum | | | | | | | | 645.07- |
| 00001 | FIELDER, DAVID | TRAVEL REIMB | 00137009 | 13000039 | EXPNS ROPE RESCUE CLASSES | 10/18/13 | 234096 | 105.75- |
| FIELDER, DAVID | | | | | | | | |
| Sum | | | | | | | | 105.75- |
| 00001 | FORREST CTY DISTRICT ATT | BAD CHECK FE | 02013796 | 13000137 | BAD CHECK RECOVERY FEE | 10/18/13 | 234101 | 3.44- |
| 00001 | FORREST CTY DISTRICT ATT | BAD CHECK FE | 00201449 | 13000467 | BAD CHECK RECOVERY FEE | 10/18/13 | 234101 | 150.01- |
| FORREST CTY DISTRICT ATT | | | | | | | | |
| Sum | | | | | | | | 153.45- |
| 00001 | FORREST CTY HEALTH DEPT | 392172 R JOH | 00137101 | 13000116 | HEP B VACCINE-JOHNSON | 10/18/13 | 234102 | 88.00- |
| FORREST CTY HEALTH DEPT | | | | | | | | |
| Sum | | | | | | | | 88.00- |
| 00001 | FORREST CTY SUPERVISORS | JAIL 7/13 EX | 00137295 | 13000264 | JAIL 7/13 EXPENSES | 10/18/13 | 234103 | 98,040.00- |
| 00001 | FORREST CTY SUPERVISORS | JAIL 7/13 ME | 00137295 | 13000265 | JAIL 7/13 MEDICAL | 10/18/13 | 234103 | 1,015.82- |
| FORREST CTY SUPERVISORS | | | | | | | | |
| Sum | | | | | | | | 99,055.82- |
| 00001 | FORREST GENERAL HEALTHCA | DAMAGE DEP R | 00201436 | 13000408 | DAMAGE DEPOSIT REFUND | 10/18/13 | 234104 | 500.00- |
| FORREST GENERAL HEALTHCA | | | | | | | | |
| Sum | | | | | | | | 500.00- |
| 00001 | FORREST GENERAL HOSPITAL | H90001958600 | 00137293 | 13000289 | SERVS 5/14/13 POPE-PRISONER | 10/18/13 | 234105 | 395.40- |
| 00001 | FORREST GENERAL HOSPITAL | H90004798200 | 00137293 | 13000290 | SERVS 7/2/13 WELLS-PRISONER | 10/18/13 | 234105 | 135.00- |
| 00001 | FORREST GENERAL HOSPITAL | H90006947301 | 00137293 | 13000291 | SERVS 8/16/13 DICKINSON-PRSNR | 10/18/13 | 234105 | 10,875.85- |
| 00001 | FORREST GENERAL HOSPITAL | H90001958600 | 00137344 | 13000292 | ADDL AMT DUE PO#137293 | 10/18/13 | 234105 | 3,550.00- |
| FORREST GENERAL HOSPITAL | | | | | | | | |
| Sum | | | | | | | | 14,956.25- |
| 00001 | FORREST GENERAL HOSPITAL | EAP CHARGE 1 | 00137088 | 13000121 | EAP CHARGE 10/13 | 10/18/13 | 234106 | 1,785.00- |
| FORREST GENERAL HOSPITAL | | | | | | | | |
| Sum | | | | | | | | 1,785.00- |
| 00001 | FUELMAN OF MS | BG127044 NP3 | 00137006 | 13000080 | FUEL CHGS 9/9-15/13 POLICE | 10/18/13 | 234107 | 431.92- |
| 00001 | FUELMAN OF MS | BG127044 NP3 | 00137006 | 13000081 | FUEL CHGS 9/16-22/13 POLICE | 10/18/13 | 234107 | 109.70- |
| 00001 | FUELMAN OF MS | BG127044 NP3 | 00137148 | 13000145 | FUEL CHGS 9/23-29/13 POLICE | 10/18/13 | 234107 | 316.57- |
| 00001 | FUELMAN OF MS | BG127044 NP3 | 00137305 | 13000275 | FUEL PURCHASE NEW ADM CAR | 10/18/13 | 234107 | 18.72- |
| 00001 | FUELMAN OF MS | BG127044 NP3 | 00137356 | 13000305 | FUEL CHGS 10/2-4/13 | 10/18/13 | 234107 | 74.49- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
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| FUELMAN OF MS | | | | | | | | |
| Sum | | | | | | | | 951.40- |
| 00001 | G & K SERVICES | 1035414436 | 00137013 | 13000170 | UNIFORMS 9/03 TRAFFIC | 10/18/13 | 234114 | 22.18- |
| 00001 | G & K SERVICES | 1035416599 | 00137013 | 13000171 | UNIFORMS 9/10 TRAFFIC | 10/18/13 | 234114 | 22.18- |
| 00001 | G & K SERVICES | 1035418741 | 00137013 | 13000172 | UNIFORMS 9/17 TRAFFIC | 10/18/13 | 234114 | 18.18- |
| 00001 | G & K SERVICES | 1035420893 | 00137013 | 13000173 | UNIFORMS 9/24 TRAFFIC | 10/18/13 | 234114 | 18.18- |
| 00001 | G & K SERVICES | 1035414437 | 00137013 | 13000174 | UNIFORMS 9/03 CONSTR | 10/18/13 | 234114 | 50.58- |
| 00001 | G & K SERVICES | 1035416600 | 00137013 | 13000175 | UNIFORMS 9/10 CONSTR | 10/18/13 | 234114 | 50.58- |
| 00001 | G & K SERVICES | 1035418742 | 00137013 | 13000176 | UNIFORMS 9/17 CONSTR | 10/18/13 | 234114 | 50.58- |
| 00001 | G & K SERVICES | 1035420894 | 00137013 | 13000177 | UNIFORMS 9/24 CONSTR | 10/18/13 | 234114 | 50.58- |
| 00001 | G & K SERVICES | 1035414438 | 00137013 | 13000178 | MOP/MAT 9/03 CONSTR | 10/18/13 | 234114 | 6.40- |
| 00001 | G & K SERVICES | 1035416601 | 00137013 | 13000179 | MOP/MAT 9/10 CONSTR | 10/18/13 | 234114 | 6.40- |
| 00001 | G & K SERVICES | 1035418743 | 00137013 | 13000180 | MOP/MAT 9/17 CONSTR | 10/18/13 | 234114 | 6.40- |
| 00001 | G & K SERVICES | 10354720895 | 00137013 | 13000181 | MOP/MAT 9/24 CONSTR | 10/18/13 | 234114 | 6.40- |
| 00001 | G & K SERVICES | 1035414458 | 00137013 | 13000182 | UNIFORMMS 9/03 AIRPORT | 10/18/13 | 234114 | 16.70- |
| 00001 | G & K SERVICES | 1035416621 | 00137013 | 13000183 | UNIFORMS 9/10 AIRPORT | 10/18/13 | 234114 | 16.70- |
| 00001 | G & K SERVICES | 1035418763 | 00137013 | 13000184 | UNIFORMS 9/17 AIRPORT | 10/18/13 | 234114 | 16.70- |
| 00001 | G & K SERVICES | 1035420915 | 00137013 | 13000185 | UNIFORMS 9/24 AIRPORT | 10/18/13 | 234114 | 13.06- |
| G & KSERVICES | | | | | | | | |
| Sum | | | | | | | | 371.80- |
| 00001 | G G A ADMINISTRATORS | CAFE PLAN AD | 00137276 | 13000247 | CAFE PLAN ADM FEES 9/13 | 10/18/13 | 234115 | 293.80- |
| G G AADMINISTRATORS | | | | | | | | |
| Sum | | | | | | | | 293.80- |
| 00001 | GALL'S INC | 001035054 | 00136826 | 13000082 | SHOULDER EPAULETTES POLICE | 10/18/13 | 234116 | 170.99- |
| GALL'SINC | | | | | | | | |
| Sum | | | | | | | | 170.99- |
| 00001 | GARNER LUMLEY ELECTRIC S | 492969 | 00137135 | 13000436 | ELEC SUPP FUEL FACILITY LITES | 10/18/13 | 234118 | 69.05- |
| GARNERLUMLEY ELECTRIC S | | | | | | | | |
| Sum | | | | | | | | 69.05- |
| 00001 | GEO-JOBE GIS CONSULTING | 5525 | 00136518 | 13000335 | GIS WEB MAPPING | 10/18/13 | 234120 | 2,429.66- |
| GEO-JOBE GIS CONSULTING | | | | | | | | |
| Sum | | | | | | | | 2,429.66- |
| 00001 | GIL MFG INC | 5070 | 00137429 | 13000358 | MOSQUITO TRUCK PUMP | 10/18/13 | 234121 | 1,650.00- |
| GIL MFG INC | | | | | | | | |
| Sum | | | | | | | | 1,650.00- |
| 00001 | GILLILANDS ELECTRONICS S | 55623 | 00137020 | 13000065 | TIME CLOCK DROP #5 FIRE DEPT | 10/18/13 | 234124 | 76.53- |
| 00001 | GILLILANDS ELECTRONICS S | 55624 | 00137020 | 13000066 | TIME CLOCK DROP #4 FIRE STA | 10/18/13 | 234124 | 76.53- |
| 00001 | GILLILANDS ELECTRONICS S | 55625 | 00137020 | 13000067 | TIME CLOCK DROP #7 FIRE STA | 10/18/13 | 234124 | 314.48- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
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| 00001 | GILLILANDS ELECTRONICS S | 55626 | 00137020 | 13000068 | TIME CLOCK DROP #1 FIRE STA | 10/18/13 | 234124 | 77.91- |
| 00001 | GILLILANDS ELECTRONICS S | 55641 | 00137020 | 13000069 | HANDSET CORDS PUBLIC WORKS | 10/18/13 | 234124 | 26.64- |
| 00001 | GILLILANDS ELECTRONICS S | 55654 | 00137020 | 13000070 | TIME CLOCK DROP WTR PLT #2 | 10/18/13 | 234124 | 184.15- |
| 00001 | GILLILANDS ELECTRONICS S | 55661 | 00137020 | 13000071 | TIME CLOCK DROP CITY HALL | 10/18/13 | 234124 | 280.89- |
| 00001 | GILLILANDS ELECTRONICS S | 55662 | 00137020 | 13000072 | TIME CLOCK DROP WTR PLANT | 10/18/13 | 234124 | 76.53- |
| 00001 | GILLILANDS ELECTRONICS S | 55680 | 00137020 | 13000073 | YEARLY ALARM MONITORING IT | 10/18/13 | 234124 | 900.00- |
| 00001 | GILLILANDS ELECTRONICS S | 55681 | 00137020 | 13000074 | YEARLY ALARM MONITORING MAYOR | 10/18/13 | 234124 | 900.00- |
| 00001 | GILLILANDS ELECTRONICS S | 55682 | 00137020 | 13000075 | YEARLY ALARM MONITORING TAX | 10/18/13 | 234124 | 540.00- |
| 00001 | GILLILANDS ELECTRONICS S | 55748 | 00137020 | 13000076 | CHECK DOOR BELL #1 FIRE STA | 10/18/13 | 234124 | 70.00- |
| 00001 | GILLILANDS ELECTRONICS S | 55749 | 00137020 | 13000077 | ALARM BATTERY INFO TECH | 10/18/13 | 234124 | 108.93- |
| 00001 | GILLILANDS ELECTRONICS S | 55759 | 00137020 | 13000078 | TIME CLOCK DROP #3 FIRE STA | 10/18/13 | 234124 | 70.00- |
| 00001 | GILLILANDS ELECTRONICS S | 55644 | 00137142 | 13000167 | PHONE REPR PUBLIC WORKS | 10/18/13 | 234124 | 772.70- |
| GILLILANDS ELECTRONICS S | | | | | | | | |
| Sum | | | | | | | | 4,475.29- |
| 00001 | GLOCK INC | TRP/10004794 | 00137119 | 13000132 | REG DAVIS 10/08/13 GULFPORT | 10/18/13 | 234125 | 195.00- |
| GLOCKINC | | | | | | | | |
| Sum | | | | | | | | 195.00- |
| 00001 | H'BURG HYDRAULICS INC | 53125 | 00136704 | 13000213 | REPRS U#14618 STREET | 10/18/13 | 234129 | 308.01- |
| 00001 | H'BURG HYDRAULICS INC | 53172 | 00136865 | 13000228 | REPR PTS U#14410 SANIT | 10/18/13 | 234129 | 80.72- |
| 00001 | H'BURG HYDRAULICS INC | 53073 | 00136662 | 13000229 | REPR PTS U#17722 SANIT | 10/18/13 | 234129 | 179.26- |
| H'BURGHYDRAULICS INC | | | | | | | | |
| Sum | | | | | | | | 567.99- |
| 00001 | HANSON, LISA | MILEAGE 12/1 | 00137496 | 13000475 | MILEAGE-1099 SEMINAR PEARL,MS | 10/18/13 | 234131 | 99.44- |
| HANSON, LISA | | | | | | | | |
| Sum | | | | | | | | 99.44- |
| 00001 | HARRELL, KENNY (POLL WOR | 9/24/13 SPEC | 00201446 | 13000392 | 9/24/13 SPECIAL ELECTION | 10/18/13 | 234132 | 80.00- |
| HARRELL, KENNY (POLL WOR | | | | | | | | |
| Sum | | | | | | | | 80.00- |
| 00001 | HARVEY, ROBERT G | 10/13 | 00201415 | 13000004 | PETTY CASH FOR NEW F/Y | 10/03/13 | 18175 | 300.00- |
| HARVEY, ROBERT G | | | | | | | | |
| Sum | | | | | | | | 300.00- |
| 00001 | HEALTHWORKS LLC | 2500-24-2716 | 00137195 | 13000190 | EMP POST ACCIDENT DRUG SCREEN | 10/18/13 | 234133 | 331.00- |
| 00001 | HEALTHWORKS LLC | 2025000123 9 | 00137194 | 13000196 | PRE-EMP PHYSICALS LATERALS | 10/18/13 | 234133 | 1,082.00- |
| HEALTHWORKS LLC | | | | | | | | |
| Sum | | | | | | | | 1,413.00- |
| 00001 | HEAVYQUIP | 121115-01 | 00136869 | 13000326 | REPR PTS U#14618 STREET | 10/18/13 | 234134 | 1,904.50- |
| 00001 | HEAVYQUIP | 121116-01 | 00136877 | 13000327 | REPR PTS U#16076 STREET | 10/18/13 | 234134 | 1,600.00- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
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| HEAVYQUIP | | | | | | | | |
| Sum | | | | | | | | 3,504.50- |
| 00001 | HICKS, INES F (#75935) | 10/13 | 00201415 | 13000003 | PETTY CASH FOR NEW F/Y | 10/03/13 | 18174 | 900.00- |
| HICKS,INES F (#75935) | | | | | | | | |
| Sum | | | | | | | | 900.00- |
| 00001 | HILL, LEROY COFFEE CO IN | 14318 | 00137480 | 13000413 | COFFEE SERV M/ADM | 10/18/13 | 234137 | 142.22- |
| HILL,LEROY COFFEE CO IN | | | | | | | | |
| Sum | | | | | | | | 142.22- |
| 00001 | HOLLAND VETERINARY HOSPI | 4171 245470 | 00137453 | 13000389 | CANINE EUTHANASIA | 10/18/13 | 234138 | 65.00- |
| 00001 | HOLLAND VETERINARY HOSPI | 4171 245469 | 00137453 | 13000390 | SQUIRREL EUTHANASIA | 10/18/13 | 234138 | 15.00- |
| HOLLAND VETERINARY HOSPI | | | | | | | | |
| Sum | | | | | | | | 80.00- |
| 00001 | HOOKER, LATONYA | TRAVEL REIMB | 00137433 | 13000347 | EXPNS GRANT WORKSHOP ATLANTA | 10/18/13 | 234142 | 100.87- |
| HOOKER, LATONYA | | | | | | | | |
| Sum | | | | | | | | 100.87- |
| 00001 | IHS GLOBAL, INC | 02738231 | 00137283 | 13000348 | FIRE MARSHALL CODE BOOK | 10/18/13 | 234146 | 149.00- |
| IHS GLOBAL, INC | | | | | | | | |
| Sum | | | | | | | | 149.00- |
| 00001 | INDOFF INC | 2344647 | 00136809 | 13000021 | OFFICE SUPP PLANNING DEPT | 10/18/13 | 234148 | 649.75- |
| 00001 | INDOFF INC | 2345321 | 00136880 | 13000034 | OFFICE SUPP P/F ACADEMY | 10/18/13 | 234148 | 258.75- |
| 00001 | INDOFF INC | 2345349 | 00136879 | 13000036 | RULE TAPES P/F ADADEMY | 10/18/13 | 234148 | 67.83- |
| 00001 | INDOFF INC | 2345360 | 00136879 | 13000037 | OFFICE SUPP P/F ACADEMY | 10/18/13 | 234148 | 259.84- |
| 00001 | INDOFF INC | 2350587 | 00137137 | 13000312 | COPY PAPER FIRE DEPT | 10/18/13 | 234148 | 171.60- |
| 00001 | INDOFF INC | 2350315 | 00137031 | 13000313 | JANIT SUPP FIRE DEPT | 10/18/13 | 234148 | 2,048.27- |
| 00001 | INDOFF INC | 2350364 | 00137031 | 13000314 | JANIT SUPP FIRE DEPT | 10/18/13 | 234148 | 210.87- |
| 00001 | INDOFF INC | 2350365 | 00137031 | 13000315 | JANIT SUPP FIRE DEPT | 10/18/13 | 234148 | 171.96- |
| 00001 | INDOFF INC | 2349475 | 00136894 | 13000321 | OFFICE FURNITURE LAND CODE | 10/18/13 | 234148 | 2,299.98- |
| 00001 | INDOFF INC | 2351124 | 00137132 | 13000349 | JANIT SUPP FIRE DEPT | 10/18/13 | 234148 | 223.50- |
| 00001 | INDOFF INC | 2346033 | 00136900 | 13000353 | OFFICE FURNITURE LAND CODE | 10/18/13 | 234148 | 1,344.85- |
| 00001 | INDOFF INC | 2346128 | 00136900 | 13000354 | OFFICE FURNITURE LAND CODE | 10/18/13 | 234148 | 255.93- |
| 00001 | INDOFF INC | 2345470 | 00136900 | 13000355 | OFFICE FURNITURE LAND CODE | 10/18/13 | 234148 | 89.99- |
| INDOFFINC | | | | | | | | |
| Sum | | | | | | | | 8,053.12- |
| 00001 | INTERFACE SECURITY SYSTE | 16996053 | 00137109 | 13000135 | SECURITY 10/13 HILND CEM OFFC | 10/18/13 | 234149 | 31.45- |
| INTERFACE SECURITY SYSTE | | | | | | | | |
| Sum | | | | | | | | 31.45- |
| 00001 | IRBY, STUART C CO | S007786892.0 | 00136693 | 13000049 | WIRE CADDY CONSTR DEPT | 10/18/13 | 234150 | 115.00- |
| 00001 | IRBY, STUART C CO | S007832018.0 | 00136693 | 13000050 | ELEC SUPP D/T LIGHTS CONSTR | 10/18/13 | 234150 | 145.08- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
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| 00001 | IRBY, STUART C CO | S007850605.0 | 00136960 | 13000079 | ELEC SUPP TRAIN DEPOT LIGHTS | 10/18/13 | 234150 | 259.47- |
| 00001 | IRBY, STUART C CO | S007741309.0 | 00136603 | 13000102 | LIGHTS FOR FUEL FACILITY | 10/18/13 | 234150 | 7,198.80- |
| 00001 | IRBY, STUART C CO | S007850866.0 | 00136976 | 13000160 | ELEC SUPP LIGHTS P/F ACADEMY | 10/18/13 | 234150 | 130.76- |
| 00001 | IRBY, STUART C CO | S007849511.0 | 00137102 | 13000301 | LIGHT BULBS 2ND FLR CITY HALL | 10/18/13 | 234150 | 79.50- |
| 00001 | IRBY, STUART C CO | S007870627.0 | 00136999 | 13000431 | ELEC SUPP P/W BREAKRM LIGHTS | 10/18/13 | 234150 | 45.60- |
| IRBY,STUART C CO | | | | | | | | |
| Sum | | | | | | | | 7,974.21- |
| 00001 | J M H GRAPHICS | 25945 | 00136409 | 13000370 | PARKING METER BAGS | 10/18/13 | 234152 | 480.00- |
| J M HGRAPHICS | | | | | | | | |
| Sum | | | | | | | | 480.00- |
| 00001 | JOHNNY'S WRECKER SERVICE | 22076 | 00137319 | 13000481 | TOWING U#16082 STREET | 10/18/13 | 234158 | 250.00- |
| 00001 | JOHNNY'S WRECKER SERVICE | 22004 | 00137319 | 13000482 | TOWING U#14407 SANIT | 10/18/13 | 234158 | 350.00- |
| JOHNNY'S WRECKER SERVICE | | | | | | | | |
| Sum | | | | | | | | 600.00- |
| 00001 | JONES & BARTLETT PUBLISH | 2853059 | 00136984 | 13000284 | RECRUIT CLASS BOOKS ACADEMY | 10/18/13 | 234161 | 1,398.62- |
| JONES& BARTLETT PUBLISH | | | | | | | | |
| Sum | | | | | | | | 1,398.62- |
| 00001 | JONES, TURNER (ELECTION | 9/24/13 SPEC | 00201445 | 13000400 | 9/24/13 SPECIAL ELECTION | 10/18/13 | 234162 | 1,563.30- |
| JONES,TURNER (ELECTION | | | | | | | | |
| Sum | | | | | | | | 1,563.30- |
| 00001 | KELLUM, MICHAEL | TRAVEL REIMB | 00137016 | 13000098 | EXPNS HAZ MATL TRAINING | 10/18/13 | 234164 | 136.91- |
| KELLUM, MICHAEL | | | | | | | | |
| Sum | | | | | | | | 136.91- |
| 00001 | KENTWOOD SPRINGWATER | 406948 | 00137129 | 13000124 | DRINKING WATER POLICE DEPT | 10/18/13 | 234165 | 213.50- |
| 00001 | KENTWOOD SPRINGWATER | 437929 | 00137454 | 13000383 | DRINKING WATER POLICE DEPT | 10/18/13 | 234165 | 103.65- |
| KENTWOOD SPRINGWATER | | | | | | | | |
| Sum | | | | | | | | 317.15- |
| 00001 | KINNAN, JOSEPH (ELECTION | 9/24/13 SPEC | 00201445 | 13000401 | 9/24/13 SPECIAL ELECTION | 10/18/13 | 234168 | 1,774.60- |
| KINNAN, JOSEPH (ELECTION | | | | | | | | |
| Sum | | | | | | | | 1,774.60- |
| 00001 | KONE INC (MONTGOMERY KON | 221302349 | 00137345 | 13000282 | MAINT 10/13-9/14 POLICE DEPT | 10/18/13 | 234172 | 12,469.20- |
| 00001 | KONE INC (MONTGOMERY KON | 221300753 | 00137464 | 13000382 | MAINT 10/13-12/13 CITY HALL | 10/18/13 | 234172 | 1,100.97- |
| KONE INC (MONTGOMERY KON | | | | | | | | |
| Sum | | | | | | | | 13,570.17- |
| 00001 | LANCASTER'S MACHINE & WE | 21477 | 00136912 | 13000443 | REPRS U#14402 SANIT | 10/18/13 | 234173 | 1,200.00- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
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| LANCASTER'S MACHINE & WE | | | | | | | | |
| Sum | | | | | | | | 1,200.00- |
| 00001 | LEXISNEXIS MATTHEW BENDE | 49587846 | 00137041 | 13000016 | MS CODE SUPLMNTS M/ADM | 10/18/13 | 234179 | 14.24- |
| 00001 | LEXISNEXIS MATTHEW BENDE | 4958782X | 00137041 | 13000017 | MS CODE SUPLMNTS M/ADM | 10/18/13 | 234179 | 14.24- |
| 00001 | LEXISNEXIS MATTHEW BENDE | 49587838 | 00137041 | 13000018 | MS CODE SUPLMNTS M/ADM | 10/18/13 | 234179 | 14.24- |
| 00001 | LEXISNEXIS MATTHEW BENDE | 49587854 | 00137041 | 13000019 | MS CODE SUPLMNTS VARI DEPTS | 10/18/13 | 234179 | 1,352.93- |
| LEXISNEXIS MATTHEW BENDE | | | | | | | | |
| Sum | | | | | | | | 1,395.65- |
| 00001 | LORMAN EDUCATION SERVICE | REG-HANSON 1 | 00137491 | 13000476 | REG-HANSON SMNAR PEARL,MS | 10/18/13 | 234181 | 339.00- |
| LORMANEDUCATION SERVICE | | | | | | | | |
| Sum | | | | | | | | 339.00- |
| 00001 | LOWE'S OF HATTIESBURG IN | 967801 | 00136530 | 13000309 | SCRAPPER BLADES | 10/18/13 | 234182 | 20.46- |
| 00001 | LOWE'S OF HATTIESBURG IN | 905947 | 00136397 | 13000311 | BLDG SUPP P/F ACADEMY | 10/18/13 | 234182 | 101.47- |
| 00001 | LOWE'S OF HATTIESBURG IN | 967549 | 00136290 | 13000330 | HAND TOOLS CONSTR DEPT | 10/18/13 | 234182 | 168.10- |
| 00001 | LOWE'S OF HATTIESBURG IN | 909396 | 00136100 | 13000331 | MISC SUPP CONSTR DEPT USE | 10/18/13 | 234182 | 191.14- |
| LOWE'SOF HATTIESBURG IN | | | | | | | | |
| Sum | | | | | | | | 481.17- |
| 00001 | MARVIN'S INC | 15318623-415 | 00136606 | 13000043 | CEMENT STREET STOCK | 10/18/13 | 234186 | 682.50- |
| 00001 | MARVIN'S INC | 15317707-415 | 00136496 | 13000093 | PAVERS LAKEVIEW RANGE REPRS | 10/18/13 | 234186 | 47.88- |
| 00001 | MARVIN'S INC | 15317621-415 | 00136454 | 13000162 | PAVERS/MATLS LAKEVIEW REPRS | 10/18/13 | 234186 | 68.08- |
| MARVIN'S INC | | | | | | | | |
| Sum | | | | | | | | 798.46- |
| 00001 | MCCAIN UNIFORMS | 265644-1 | 00136682 | 13000035 | JACKETS JOHNSON/MORSE/DAVIS | 10/18/13 | 234187 | 217.00- |
| 00001 | MCCAIN UNIFORMS | 254849-1 | 00137083 | 13000148 | MTRCYCLE BOOTS HOLMES POLICE | 10/18/13 | 234187 | 310.00- |
| 00001 | MCCAIN UNIFORMS | 264083-1 | 00135355 | 13000306 | MTRCYCLE BOOTS-FONTAINE | 10/18/13 | 234187 | 310.00- |
| 00001 | MCCAIN UNIFORMS | 267058-1 | 00136827 | 13000456 | UNIFORM SHOULDER EMBLEMS | 10/18/13 | 234187 | 440.00- |
| MCCAINUNIFORMS | | | | | | | | |
| Sum | | | | | | | | 1,277.00- |
| 00001 | MCELHANEY PLUMBING INC | 206746 | 00136132 | 13000113 | HARDWARE SUPP 9/13 POLICE DEPT | 10/18/13 | 234188 | 42.13- |
| 00001 | MCELHANEY PLUMBING INC | 211905 | 00137103 | 13000245 | A/C INSTALL PARTS CITY HALL | 10/18/13 | 234188 | 122.15- |
| MCELHANEY PLUMBING INC | | | | | | | | |
| Sum | | | | | | | | 164.28- |
| 00001 | MCLELLAND TV COMPANY INC | 26418 | 00136593 | 13000161 | PROJECTOR SCREEN P/F ACADEMY | 10/18/13 | 234190 | 882.00- |
| MCLELLAND TV COMPANY INC | | | | | | | | |
| Sum | | | | | | | | 882.00- |
| 00001 | MCMULLAN EQUIPMENT CO | 150234P | 00137079 | 13000152 | REPR PTS POLICE STOCK | 10/18/13 | 234192 | 120.00- |
| 00001 | MCMULLAN EQUIPMENT CO | 346374 | 00137242 | 13000251 | REPRS U#19100 POLICE | 10/18/13 | 234192 | 727.71- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| MCMULLAN EQUIPMENT CO | | | | | | | | |
| Sum | | | | | | | | 847.71- |
| 00001 | MEGAGATE | 205876-00 9/ | 00137279 | 13000242 | INET/NETWORK 10/13 INFO TECH | 10/18/13 | 234196 | 13,147.57- |
| MEGAGATE | | | | | | | | |
| Sum | | | | | | | | 13,147.57- |
| 00001 | METRO CRIMESTOPPERS INC | CITY COURT C | 00020144 | 13000059 | CITY COURT COST 9/13 | 10/04/13 | 18192 | 1,565.48- |
| METROCRIMESTOPPERS INC | | | | | | | | |
| Sum | | | | | | | | 1,565.48- |
| 00001 | MID SOUTH UNIFORM & SUPP | 504606 | 00136668 | 13000458 | GARRISON BELTS POLICE DEPT | 10/18/13 | 234197 | 767.80- |
| MID SOUTH UNIFORM & SUPP | | | | | | | | |
| Sum | | | | | | | | 767.80- |
| 00001 | MOBLEY, GWEN (REFUNDS) | POLICE CASH | 00201414 | 13000002 | POLICE CASH BOND REFUND | 10/03/13 | 18173 | 537.00- |
| MOBLEY, GWEN (REFUNDS) | | | | | | | | |
| Sum | | | | | | | | 537.00- |
| 00001 | MOLLY MAID | SERVS 10/13 | 00137066 | 13000106 | SERVS 10/13 CEM/FORESTRY | 10/18/13 | 234202 | 245.00- |
| MOLLYMAID | | | | | | | | |
| Sum | | | | | | | | 245.00- |
| 00001 | MOMAR INC | A47422 | 00137256 | 13000345 | CAR WASH SOAP POLICE DEPT | 10/18/13 | 234203 | 241.18- |
| 00001 | MOMAR INC | A47049 | 00137115 | 13000367 | PLUMB SUPP CONSTR DEPT | 10/18/13 | 234203 | 391.02- |
| MOMARINC | | | | | | | | |
| Sum | | | | | | | | 632.20- |
| 00001 | MORSE, BRYAN | TRAVEL REIMB | 00137341 | 13000285 | EXPNS PICK UP POLICE K-9 TX | 10/18/13 | 234206 | 484.25- |
| MORSE,BRYAN | | | | | | | | |
| Sum | | | | | | | | 484.25- |
| 00001 | MS DEPT OF INFORMATION T | IN 601 COZ27 | 00201412 | 13000143 | NCIC CHARGE 9/13 POLICE | 10/18/13 | 234207 | 224.00- |
| 00001 | MS DEPT OF INFORMATION T | IN 601 COH19 | 00201413 | 13000144 | LONG DISTANCE 9/13 VARI DEPTS | 10/18/13 | 234207 | 13,659.84- |
| MS DEPT OF INFORMATION T | | | | | | | | |
| Sum | | | | | | | | 13,883.84- |
| 00001 | MS FIRE & SAFETY OF HBUR | 37073 | 00137134 | 13000235 | REPLACE EXTINGUISHER FORESTRY | 10/18/13 | 234208 | 63.00- |
| MS FIRE & SAFETY OF HBUR | | | | | | | | |
| Sum | | | | | | | | 63.00- |
| 00001 | MS MUNICIPAL LEAGUE | 19345 | 00137294 | 13000248 | MBRSHP DUES 10/13-9/14 | 10/18/13 | 234210 | 14,097.00- |
| MS MUNICIPAL LEAGUE | | | | | | | | |
| Sum | | | | | | | | 14,097.00- |
| 00001 | MS MUNICIPAL WORKERS' CO | 5126 | 00137105 | 13000115 | 1ST INSTLMNT FY 10/13-9/14 | 10/18/13 | 234211 | 266,453.00- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| MS MUNICIPAL WORKERS' CO | | | | | | | | |
| Sum | | | | | | | | 266,453.00- |
| 00001 | MS POWER COMPANY | 10/13 GENERA | 00020141 | 13000377 | MNTHLY ELEC-GENERAL | 10/18/13 | 234213 | 7,899.23- |
| MS POWER COMPANY | | | | | | | | |
| Sum | | | | | | | | 7,899.23- |
| 00001 | MS STATE DEVELOPMENT AUT | GRANT#R 103- | 00201433 | 13000337 | HCL LEVERAGE LENDER LLS | 10/15/13 | 18203 | 10,117.67- |
| MS STATE DEVELOPMENT AUT | | | | | | | | |
| Sum | | | | | | | | 10,117.67- |
| 00001 | MS STATE/SECRETARY OF ST | NOTARY FEE-J | 00137488 | 13000479 | NOTARY FEE-JACKSON-LAND CODE | 10/18/13 | 234214 | 25.00- |
| MS STATE/SECRETARY OF ST | | | | | | | | |
| Sum | | | | | | | | 25.00- |
| 00001 | MS STATE/TAX COMM/TAX EX | PO#134903 7/ | 00134903 | 13000206 | TAGS U#19115,U#19116 LD CODE | 10/18/13 | 234215 | 24.00- |
| MS STATE/TAX COMM/TAX EX | | | | | | | | |
| Sum | | | | | | | | 24.00- |
| 00001 | MS STATE/TAX COMM/UNDERC | PO#137510 10 | 00137510 | 13000477 | TAG RNWLS UNDERCOVER UNITS | 10/18/13 | 234216 | 44.25- |
| MS STATE/TAX COMM/UNDERC | | | | | | | | |
| Sum | | | | | | | | 44.25- |
| 00001 | MS STATE/TREASURER/FINAN | | 00020145 | 13000060 | | 10/04/13 | 18191 | 88,085.77- |
| MS STATE/TREASURER/FINAN | | | | | | | | |
| Sum | | | | | | | | 88,085.77- |
| 00001 | MULTITECH OFFICE MACHINE | 13090978 | 00136748 | 13000020 | PRINTER/FAX SUPP ACCTG DEPT | 10/18/13 | 234218 | 558.80- |
| MULTITECH OFFICE MACHINE | | | | | | | | |
| Sum | | | | | | | | 558.80- |
| 00001 | MYERS UNDERGROUND UTILIT | APPL #4 GENE | 00137483 | 13000437 | SRVS 8/31-9/30 W 5TH ST SEWER | 10/18/13 | 234219 | 6,155.33- |
| MYERSUNDERGROUND UTILIT | | | | | | | | |
| Sum | | | | | | | | 6,155.33- |
| 00001 | N & H ELECTRONIC DISTRIB | 121435 | 00136760 | 13000103 | ITEMS FOR GUARD RAILS | 10/18/13 | 234221 | 18.38- |
| 00001 | N & H ELECTRONIC DISTRIB | 121925 | 00137114 | 13000316 | ALARM SYS BATTERIES #7 FIRE | 10/18/13 | 234221 | 51.30- |
| N & HELECTRONIC DISTRIB | | | | | | | | |
| Sum | | | | | | | | 69.68- |
| 00001 | NADA APPRAISAL GUIDES | 587231 | 00137397 | 13000338 | OLDER USED CAR GUIDE | 10/18/13 | 234222 | 75.00- |
| NADA APPRAISAL GUIDES | | | | | | | | |
| Sum | | | | | | | | 75.00- |
| 00001 | NAPA AUTO PARTS | 469394 | 00137012 | 13000038 | BATTERIES U#14517 FIRE DEPT | 10/18/13 | 234223 | 521.12- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| 00001 | NAPA AUTO PARTS | 496753 | 00137152 | 13000430 | REPR PTS U#11839 STREET | 10/18/13 | 234223 | 42.16- |
| NAPA AUTO PARTS | | | | | | | | |
| Sum | | | | | | | | 563.28- |
| 00001 | NATIONAL DOUBLE SUTCH LE | PERFORMANCE | 00137456 | 13000379 | NDDL PERFORMANCE HEALTH DAY | 10/18/13 | 234224 | 2,000.00- |
| NATIONAL DOUBLE SUTCH LE | | | | | | | | |
| Sum | | | | | | | | 2,000.00- |
| 00001 | NATL LEAGUE OF CITIES | REG-DUPREE 1 | 00137243 | 13000241 | REG-DUPREE-WASHINGTON | 10/18/13 | 234225 | 645.00- |
| NATL LEAGUE OF CITIES | | | | | | | | |
| Sum | | | | | | | | 645.00- |
| 00001 | NATL LEAGUE OF CITIES/CI | 402808 | 00137342 | 13000280 | REG ADJ DUPREE PO#137243 | 10/18/13 | 234226 | 200.00- |
| NATL LEAGUE OF CITIES/CI | | | | | | | | |
| Sum | | | | | | | | 200.00- |
| 00001 | NATL RIFLE ASSN (LEAD) | 000152131924 | 00137118 | 13000131 | MBRSHP RNWL FONTAINE | 10/18/13 | 234227 | 85.00- |
| NATL RIFLE ASSN (LEAD) | | | | | | | | |
| Sum | | | | | | | | 85.00- |
| 00001 | NAVIGATION ELECTRONICS I | 0042811-IN G | 00137206 | 13000188 | REG-GOPALAN 10/23-24 GIS TRNG | 10/18/13 | 234228 | 695.00- |
| 00001 | NAVIGATION ELECTRONICS I | 0042811-IN B | 00137206 | 13000189 | REG-BROWN 10/23-24 GIS TRNG | 10/18/13 | 234228 | 695.00- |
| 00001 | NAVIGATION ELECTRONICS I | 0042977-IN D | 00137493 | 13000483 | REG-DAVIDSON 10/23-24 GIS MAP | 10/18/13 | 234228 | 695.00- |
| NAVIGATION ELECTRONICS I | | | | | | | | |
| Sum | | | | | | | | 2,085.00- |
| 00001 | NEWELL PAPER COMPANY | 573029 | 00136941 | 13000030 | COPY PAPER GG INS | 10/18/13 | 234231 | 424.50- |
| 00001 | NEWELL PAPER COMPANY | 572647 | 00136810 | 13000042 | TRASH BAGS PUBLIC WORKS | 10/18/13 | 234231 | 580.80- |
| 00001 | NEWELL PAPER COMPANY | 572472 | 00136651 | 13000054 | JANIT SUPP AIRPORT MAINT | 10/18/13 | 234231 | 70.07- |
| 00001 | NEWELL PAPER COMPANY | 572578 | 00136728 | 13000062 | PAPER TOWELS ACCTG/PURCH | 10/18/13 | 234231 | 136.00- |
| 00001 | NEWELL PAPER COMPANY | 572774 | 00136728 | 13000063 | PAPER TOWELS ACCTG/PURCH | 10/18/13 | 234231 | 68.00- |
| 00001 | NEWELL PAPER COMPANY | 569981 | 00135946 | 13000234 | JANIT SUPP CEM/FORESTRY | 10/18/13 | 234231 | 98.40- |
| 00001 | NEWELL PAPER COMPANY | 574153 | 00137330 | 13000455 | VACUUM CLEANER REPR ACCTG | 10/18/13 | 234231 | 56.54- |
| 00001 | NEWELL PAPER COMPANY | 573922 | 00137188 | 13000461 | JANIT SUPP TRAFFIC/CONSTR | 10/18/13 | 234231 | 416.79- |
| NEWELLPAPER COMPANY | | | | | | | | |
| Sum | | | | | | | | 1,851.10- |
| 00001 | NICHOLSON & COMPANY PLLC | 166433 | 00201451 | 13000452 | INERIM BILLING '12-'13 AUDIT | 10/18/13 | 234232 | 20,000.00- |
| NICHOLSON & COMPANY PLLC | | | | | | | | |
| Sum | | | | | | | | 20,000.00- |
| 00001 | NORFOLK SOUTHERN CORP | 90099057 | 00137172 | 13000169 | 11/13 LEASE RR ST PK LOT | 10/18/13 | 234233 | 1,429.59- |
| NORFOLK SOUTHERN CORP | | | | | | | | |
| Sum | | | | | | | | 1,429.59- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
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| 00001 | OFFICE DEPOT INC | 677122227001 | 00136477 | 13000025 | OFFICE SUPP MPO DEPT | 10/18/13 | 234237 | 103.08- |
| 00001 | OFFICE DEPOT INC | 677122362001 | 00136479 | 13000026 | COMPUTER SUPP MPO DEPT | 10/18/13 | 234237 | 109.99- |
| 00001 | OFFICE DEPOT INC | 676023042001 | 00136210 | 13000112 | CREDIT | 10/18/13 | 234237 | 43.32 |
| 00001 | OFFICE DEPOT INC | 16179495541 | 00136867 | 13000164 | COMPUTER SUPP TRAFFIC DEPT | 10/18/13 | 234237 | 42.98- |
| OFFICEDEPOT INC | | | | | | | | |
| Sum | | | | | | | | 212.73- |
| 00001 | ORION PLANNING GROUP | #18 | 00137513 | 13000474 | SERVS 9/13 LAND CODE UPDATE | 10/18/13 | 234238 | 4,434.06- |
| ORIONPLANNING GROUP | | | | | | | | |
| Sum | | | | | | | | 4,434.06- |
| 00001 | OTTO ENVIRONMENTAL SYS N | 5319937 | 00136412 | 13000052 | GARBAGE CANS VARI LOC | 10/18/13 | 234240 | 5,239.00- |
| OTTO ENVIRONMENTAL SYS N | | | | | | | | |
| Sum | | | | | | | | 5,239.00- |
| 00001 | OWENS BUSINESS MACHINES | 258955 | 00137094 | 13000249 | COPIER TONER POLICE DEPT | 10/18/13 | 234242 | 459.96- |
| 00001 | OWENS BUSINESS MACHINES | 257082 | 00136249 | 13000266 | MOVE COPIER SANIT TO SHOP | 10/18/13 | 234242 | 99.00- |
| OWENSBUSINESS MACHINES | | | | | | | | |
| Sum | | | | | | | | 558.96- |
| 00001 | PEANUTS TOWING SERVICE | 64464 | 00137005 | 13000092 | TOWING U#17356 POLICE | 10/18/13 | 234244 | 65.00- |
| 00001 | PEANUTS TOWING SERVICE | 64515 | 00137124 | 13000129 | TOWING CRIME SCENE VEHICLE | 10/18/13 | 234244 | 175.00- |
| 00001 | PEANUTS TOWING SERVICE | 64551 | 00137296 | 13000252 | TOWING CRIME SCENE VEHICLE | 10/18/13 | 234244 | 100.00- |
| 00001 | PEANUTS TOWING SERVICE | 63161 | 00137296 | 13000253 | TOWING UNDERCOVER UNIT | 10/18/13 | 234244 | 75.00- |
| 00001 | PEANUTS TOWING SERVICE | 64566 | 00137452 | 13000385 | TOWING U#17893 POLICE | 10/18/13 | 234244 | 137.00- |
| 00001 | PEANUTS TOWING SERVICE | 64530 | 00137452 | 13000386 | TOWING SEIZED VEHICLE | 10/18/13 | 234244 | 100.00- |
| 00001 | PEANUTS TOWING SERVICE | 64535 | 00137452 | 13000387 | TOWING SEIZED VEHICLE | 10/18/13 | 234244 | 100.00- |
| PEANUTS TOWING SERVICE | | | | | | | | |
| Sum | | | | | | | | 752.00- |
| 00001 | PEARL RIVER VALLEY EPA ( | 102100005 10 | 00020141 | 13000375 | MNTHLY 10/13 #8 FIRE STA | 10/18/13 | 234245 | 928.03- |
| 00001 | PEARL RIVER VALLEY EPA ( | 10/13 GENERA | 00020141 | 13000376 | MNTHLY 10/13 PUBLIC SERVICES | 10/18/13 | 234245 | 5,714.69- |
| PEARLRIVER VALLEY EPA ( | | | | | | | | |
| Sum | | | | | | | | 6,642.72- |
| 00001 | PERKINS, SANDE NOEL | 10/13 | 00201415 | 13000006 | PETTY CASH FOR NEW F/Y | 10/03/13 | 18177 | 300.00- |
| PERKINS, SANDE NOEL | | | | | | | | |
| Sum | | | | | | | | 300.00- |
| 00001 | PICKERING, ROBERT V | 10/13 | 00201415 | 13000008 | PETTY CASH FOR NEW F/Y | 10/03/13 | 18179 | 200.00- |
| PICKERING, ROBERT V | | | | | | | | |
| Sum | | | | | | | | 200.00- |
| 00001 | PINE BELT OIL COMPANY IN | POLICE 9/1-9 | 00137145 | 13000146 | MINIT MART CHGS 9/13 POLICE | 10/18/13 | 234249 | 5,529.60- |
| 00001 | PINE BELT OIL COMPANY IN | FIRE 9/1-9/3 | 00137145 | 13000147 | MINIT MART CHGS 9/13 FIRE DEP | 10/18/13 | 234249 | 1,569.67- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| 00001 | PINE BELT OIL COMPANY IN | 1012893 | 00137010 | 13000186 | WEEKLY GASOLINE PUBLIC WORKS | 10/18/13 | 234249 | 15,643.35- |
| 00001 | PINE BELT OIL COMPANY IN | 1013210 | 00137010 | 13000187 | WEEKLY DIESEL PUBLIC WORKS | 10/18/13 | 234249 | 14,477.01- |
| 00001 | PINE BELT OIL COMPANY IN | 723864 | 00136994 | 13000226 | HYD/MOTOR OIL PUBLIC WORKS | 10/18/13 | 234249 | 4,696.50- |
| 00001 | PINE BELT OIL COMPANY IN | 726813 | 00137234 | 13000298 | GASOLINE CEM/FORESTRY | 10/18/13 | 234249 | 2,340.64- |
| 00001 | PINE BELT OIL COMPANY IN | 725655 | 00137369 | 13000325 | GAS CARDS PUBLIC WORKS | 10/18/13 | 234249 | 479.51- |
| 00001 | PINE BELT OIL COMPANY IN | 1013108 | 00137159 | 13000471 | WEEKLY GAS,DIESEL PUB WORKS | 10/18/13 | 234249 | 23,846.84- |
| 00001 | PINE BELT OIL COMPANY IN | 1013065 | 00137389 | 13000472 | WEEKLY GAS,DIESEL PUB WORKS | 10/18/13 | 234249 | 24,084.35- |
| PINE BELT OIL COMPANY IN | | | | | | | | |
| Sum | | | | | | | | 92,667.47- |
| 00001 | PINE BELT REGIONAL SOLID | 100006 9/13 | 00137221 | 13000230 | REFUSE DISPOSAL 9/3-30 SANIT | 10/18/13 | 234250 | 35,602.13- |
| PINE BELT REGIONAL SOLID | | | | | | | | |
| Sum | | | | | | | | 35,602.13- |
| 00001 | PORTIS, JESSE (ELECTION | 9/24/13 SPEC | 00201445 | 13000404 | 9/24/13 SPECIAL ELECTION | 10/18/13 | 234254 | 1,234.80- |
| PORTIS, JESSE (ELECTION | | | | | | | | |
| Sum | | | | | | | | 1,234.80- |
| 00001 | PRECISION COMMUNICATIONS | 1824 | 00136470 | 13000233 | BATTERIES/INSTALL CITY SIRENS | 10/18/13 | 234256 | 4,935.00- |
| PRECISION COMMUNICATIONS | | | | | | | | |
| Sum | | | | | | | | 4,935.00- |
| 00001 | PRESLEY, PAUL E | 10/13 | 00201415 | 13000007 | PETTY CASH FOR NEW F/Y | 10/03/13 | 18178 | 800.00- |
| PRESLEY, PAUL E | | | | | | | | |
| Sum | | | | | | | | 800.00- |
| 00001 | PRESSLEY, EUNICE (POLL W | 9/24/13 SPEC | 00201446 | 13000393 | 9/24/13 SPECIAL ELECTION | 10/18/13 | 234258 | 80.00- |
| PRESSLEY, EUNICE (POLL W | | | | | | | | |
| Sum | | | | | | | | 80.00- |
| 00001 | PUCKETT RENTS | 412379-0001 | 00136733 | 13000214 | EQUIPMENT FOR STREET DEPT | 10/18/13 | 234261 | 1,415.00- |
| PUCKETT RENTS | | | | | | | | |
| Sum | | | | | | | | 1,415.00- |
| 00001 | PYLE, MILLS & DYE PA | 1292-0007M | 00137106 | 13000119 | SERVS FAIRLEY VS CITY | 10/18/13 | 234263 | 7,950.47- |
| 00001 | PYLE, MILLS & DYE PA | 1292-1008M | 00137106 | 13000120 | SERVS RAY VS CITY | 10/18/13 | 234263 | 1,506.46- |
| PYLE,MILLS & DYE PA | | | | | | | | |
| Sum | | | | | | | | 9,456.93- |
| 00001 | QUALITY ELECTRIC COMPANY | 3786 | 00136707 | 13000215 | REPR PTS STREET STOCK | 10/18/13 | 234264 | 341.37- |
| QUALITY ELECTRIC COMPANY | | | | | | | | |
| Sum | | | | | | | | 341.37- |
| 00001 | RJ YOUNG COMPANY | INV67063 | 00137014 | 13000094 | COPIER 8/26-9/25/13 ACADEMY | 10/18/13 | 234266 | 294.13- |
| 00001 | RJ YOUNG COMPANY | INV67065 | 00137067 | 13000100 | COPIER 8/28-9/27/13 FIRE DEPT | 10/18/13 | 234266 | 196.00- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| 00001 | RJ YOUNG COMPANY | INV67064 | 00137131 | 13000130 | COPIER 8/28-9/27 DETECTIVES | 10/18/13 | 234266 | 518.00- |
| 00001 | RJ YOUNG COMPANY | INV67160 | 00137278 | 13000269 | COPIER 8/28-9/27 ENGR DEPT | 10/18/13 | 234266 | 316.73- |
| 00001 | RJ YOUNG COMPANY | INV62750 | 00137332 | 13000281 | COPIER MNT 9/13-9/14 CITY CLK | 10/18/13 | 234266 | 3,586.00- |
| RJ YOUNG COMPANY | | | | | | | | |
| Sum | | | | | | | | 4,910.86- |
| 00001 | ROBINSON ELECTRIC SUPPLY | 2149740-00 | 00136694 | 13000277 | ELEC SUPP MOBILE ST FESTIVAL | 10/18/13 | 9 | 108.00- |
| 00001 | ROBINSON ELECTRIC SUPPLY | 2149741-00 | 00136694 | 13000278 | CREDIT | 10/18/13 | 9 | 144.00 |
| 00001 | ROBINSON ELECTRIC SUPPLY | 2149743-01 | 00136694 | 13000279 | ELEC SUPP MOBILE ST FESTIVAL | 10/18/13 | 9 | 36.00- |
| ROBINSON ELECTRIC SUPPLY | | | | | | | | |
| Sum | | | | | | | | |
| 00001 | ROPER SUPPLY CO LLC | 44414 | 00136895 | 13000151 | BLUE LIGHTS U#19307 POLICE | 10/18/13 | 234268 | 268.40- |
| 00001 | ROPER SUPPLY CO LLC | 44411 | 00136988 | 13000153 | CAGES VARI POLICE UNITS | 10/18/13 | 234268 | 2,096.70- |
| ROPERSUPPLY CO LLC | | | | | | | | |
| Sum | | | | | | | | 2,365.10- |
| 00001 | SACKS OUTDOOR SUPPLY | 17302 | 00136719 | 13000044 | WADERS/LIGHT-SUTTON-PUB WORKS | 10/18/13 | 234270 | 159.91- |
| 00001 | SACKS OUTDOOR SUPPLY | 16749 | 00133240 | 13000149 | CLOTH ALLOW RUPLE POLICE | 10/18/13 | 234270 | 39.99- |
| 00001 | SACKS OUTDOOR SUPPLY | 17390 | 00137075 | 13000150 | CLOTH ALLOW SIMS POLICE | 10/18/13 | 234270 | 432.89- |
| 00001 | SACKS OUTDOOR SUPPLY | 17345 | 00136722 | 13000193 | CLOTH ALLOW FRAZIER POLICE | 10/18/13 | 234270 | 149.99- |
| 00001 | SACKS OUTDOOR SUPPLY | 17908 | 00137328 | 13000307 | CLOTH ALLOW-FRAZIER | 10/18/13 | 234270 | 131.98- |
| 00001 | SACKS OUTDOOR SUPPLY | 17907 | 00137328 | 13000308 | CLOTH ALLOW-WAHL | 10/18/13 | 234270 | 110.00- |
| 00001 | SACKS OUTDOOR SUPPLY | 17910 | 00137349 | 13000457 | CLOTH ALLOW-RICHARDSON-POLICE | 10/18/13 | 234270 | 39.97- |
| 00001 | SACKS OUTDOOR SUPPLY | 17999 | 00137338 | 13000486 | PANTS/BOOTS/RAIN GEAR | 10/18/13 | 234270 | 989.63- |
| SACKSOUTDOOR SUPPLY | | | | | | | | |
| Sum | | | | | | | | 2,054.36- |
| 00001 | SCALES BIOLOGICAL LABORA | 6597 | 00137008 | 13000088 | ANALYTICAL SERVS POLICE DEPT | 10/18/13 | 234271 | 1,920.00- |
| SCALESBIOLOGICAL LABORA | | | | | | | | |
| Sum | | | | | | | | 1,920.00- |
| 00001 | SCOTT, MICAH (POLL WORKE | 9/24/13 SPEC | 00201446 | 13000394 | 9/24/13 SPECIAL ELECTION | 10/18/13 | 234274 | 74.00- |
| SCOTT,MICAH (POLL WORKE | | | | | | | | |
| Sum | | | | | | | | 74.00- |
| 00001 | SHEMPER, R Z (REFUNDS) | DAMAGE DEP R | 00201436 | 13000407 | DAMAGE DEPOSIT REFUND | 10/18/13 | 234275 | 500.00- |
| SHEMPER, R Z (REFUNDS) | | | | | | | | |
| Sum | | | | | | | | 500.00- |
| 00001 | SHERWIN-WILLIAMS COMPANY | 6315-5 | 00136757 | 13000104 | SUPP FOR GUARD RAILS | 10/18/13 | 234276 | 178.79- |
| 00001 | SHERWIN-WILLIAMS COMPANY | 9480-2 | 00136783 | 13000105 | PAINT FOR GUARD RAILS | 10/18/13 | 234276 | 574.23- |
| 00001 | SHERWIN-WILLIAMS COMPANY | 9361-4 | 00136757 | 13000107 | BAL STMT | 10/18/13 | 234276 | 574.23- |
| 00001 | SHERWIN-WILLIAMS COMPANY | 6219-9 | 00136757 | 13000108 | BAL STMT | 10/18/13 | 234276 | 133.95- |
| 00001 | SHERWIN-WILLIAMS COMPANY | 9405-9 | 00136757 | 13000109 | BAL STMT | 10/18/13 | 234276 | 133.95 |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| 00001 | SHERWIN-WILLIAMS COMPANY | 9477-8 | 00136757 | 13000110 | BAL STMT | 10/18/13 | 234276 | 133.95 |
| 00001 | SHERWIN-WILLIAMS COMPANY | 9478-9 | 00136757 | 13000111 | BAL STMT | 10/18/13 | 234276 | 574.23 |
| 00001 | SHERWIN-WILLIAMS COMPANY | 9760-7 | 00136938 | 13000296 | GUARD RAIL PAINT STREET DEPT | 10/18/13 | 234276 | 278.45- |
| 00001 | SHERWIN-WILLIAMS COMPANY | 6669-5 | 00137027 | 13000357 | PAINT SUPP CONSTR DEPT | 10/18/13 | 234276 | 33.55- |
| 00001 | SHERWIN-WILLIAMS COMPANY | 6711-5 | 00137027 | 13000371 | CREDIT | 10/18/13 | 234276 | 33.55 |
| 00001 | SHERWIN-WILLIAMS COMPANY | 6712-3 | 00137027 | 13000372 | PAINT SUPP CONSTR DEPT | 10/18/13 | 234276 | 33.55- |
| SHERWIN-WILLIAMS COMPANY | | | | | | | | |
| Sum | | | | | | | | 931.07- |
| 00001 | SHOEMAKE, SHANNON | 10/13 | 00201415 | 13000005 | PETTY CASH FOR NEW F/Y | 10/03/13 | 18176 | 800.00- |
| SHOEMAKE, SHANNON | | | | | | | | |
| Sum | | | | | | | | 800.00- |
| 00001 | SHOWS DEARMAN & WAITS IN | 17690 | 00137425 | 13000360 | SRVS 8/25-9/21 31ST/LAKEVIEW | 10/18/13 | 234280 | 255.00- |
| 00001 | SHOWS DEARMAN & WAITS IN | 17689 | 00137426 | 13000361 | SRVS 8/25-9/21 IRENE/MCCALL | 10/18/13 | 234280 | 6,082.50- |
| 00001 | SHOWS DEARMAN & WAITS IN | 17664 | 00137431 | 13000362 | SRVS 8/25-9/21 5TH ST DRNGE | 10/18/13 | 234280 | 1,715.00- |
| SHOWSDEARMAN & WAITS IN | | | | | | | | |
| Sum | | | | | | | | 8,052.50- |
| 00001 | SIMS, JULIUS HARDY | 10/07/13 | 00137022 | 13000114 | REIMB AIRFARE &IACP CONF REGIS | 10/07/13 | 18196 | 564.60- |
| SIMS,JULIUS HARDY | | | | | | | | |
| Sum | | | | | | | | 564.60- |
| 00001 | SOLAR SUPPLY INC | 3448203 | 00136224 | 13000225 | ICE MACHINE PTS TRAFFIC DEPT | 10/18/13 | 234284 | 428.52- |
| 00001 | SOLAR SUPPLY INC | 3448662 | 00137098 | 13000302 | A/C REPR PTS TRAIN DEPOT | 10/18/13 | 234284 | 114.18- |
| 00001 | SOLAR SUPPLY INC | 3448625 | 00137056 | 13000317 | A/C REPR PTS FIRE ADM OFFICE | 10/18/13 | 234284 | 19.56- |
| 00001 | SOLAR SUPPLY INC | 3448650 | 00137080 | 13000346 | A/C REPR PTS POLICE DEPT | 10/18/13 | 234284 | 305.76- |
| SOLARSUPPLY INC | | | | | | | | |
| Sum | | | | | | | | 868.02- |
| 00001 | SOUTH MS EMERGENCY PHYSI | 125622382/27 | 00137297 | 13000293 | SERVS 8/8/13 MOFFETT-PRISONER | 10/18/13 | 234285 | 512.00- |
| 00001 | SOUTH MS EMERGENCY PHYSI | 125667926/27 | 00137297 | 13000294 | SERVS 8/11/13 JOHNSON-PRISONR | 10/18/13 | 234285 | 763.00- |
| 00001 | SOUTH MS EMERGENCY PHYSI | 44658617-27- | 00137297 | 13000295 | SERVS 5/10/13 ALEXIS-PRISONER | 10/18/13 | 234285 | 763.00- |
| SOUTHMS EMERGENCY PHYSI | | | | | | | | |
| Sum | | | | | | | | 2,038.00- |
| 00001 | SOUTHERN BEVERAGE (BAD C | DANIEL WALLE | 02013795 | 13000138 | MERCHANT FEE & FINE | 10/18/13 | 234287 | 50.00- |
| 00001 | SOUTHERN BEVERAGE (BAD C | DANIEL WALLE | 00201450 | 13000470 | MERCHANT FEE & FINE | 10/18/13 | 234287 | 50.00- |
| SOUTHERN BEVERAGE (BAD C | | | | | | | | |
| Sum | | | | | | | | 100.00- |
| 00001 | SOUTHERN PINE ELECTRIC P | 10/13 GENERA | 00020141 | 13000374 | MNTHLY 10/13 PUBLIC SERVICES | 10/18/13 | 234289 | 1,295.50- |
| SOUTHERN PINE ELECTRIC P | | | | | | | | |
| Sum | | | | | | | | 1,295.50- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| 00001 | SOUTHERN PINES ANIMAL SH | 10/13 | 00137122 | 13000134 | HANDLING,HOUSING 10/13 | 10/18/13 | 234290 | 9,374.00- |
| 00001 | SOUTHERN PINES ANIMAL SH | 11/13 | 00137497 | 13000487 | HANDLING,HOUSING 11/13 | 10/18/13 | 234290 | 9,374.00- |
| SOUTHERN PINES ANIMAL SH | | | | | | | | |
| Sum | | | | | | | | 18,748.00- |
| 00001 | SOUTHERN PIPE & SUPPLY C | 7014764-00 | 00137045 | 13000297 | SHOP SUPP CONSTR DEPT | 10/18/13 | 234291 | 128.00- |
| SOUTHERN PIPE & SUPPLY C | | | | | | | | |
| Sum | | | | | | | | 128.00- |
| 00001 | SOUTHERN TIRE MART LLC | 11079628 | 00136882 | 13000048 | TIRES STREET STOCK | 10/18/13 | 234292 | 4,936.00- |
| 00001 | SOUTHERN TIRE MART LLC | 11079414 | 00136871 | 13000051 | TIRES SANIT STOCK | 10/18/13 | 234292 | 4,842.56- |
| 00001 | SOUTHERN TIRE MART LLC | 11079758 | 00136967 | 13000058 | TIRES U#16010 FORESTRY | 10/18/13 | 234292 | 901.20- |
| 00001 | SOUTHERN TIRE MART LLC | 11079159 | 00136716 | 13000101 | TRAILER TIRES STREET DEPT | 10/18/13 | 234292 | 846.32- |
| 00001 | SOUTHERN TIRE MART LLC | 11079757 | 00136996 | 13000223 | TRACTOR TIRES STREET DEPT | 10/18/13 | 234292 | 4,720.80- |
| 00001 | SOUTHERN TIRE MART LLC | 11079798 | 00137042 | 13000328 | TRACTOR TIRES PUBLIC WORKS | 10/18/13 | 234292 | 6,960.28- |
| 00001 | SOUTHERN TIRE MART LLC | 11078563 | 00136153 | 13000332 | TIRES SANIT STOCK | 10/18/13 | 234292 | 3,074.40- |
| SOUTHERN TIRE MART LLC | | | | | | | | |
| Sum | | | | | | | | 26,281.56- |
| 00001 | SOUTHGROUP (GALEY) | HATTIES-02 | 00137398 | 13000342 | FLOOD INSURANCE 2013-2014 | 10/18/13 | 234293 | 8,061.00- |
| SOUTHGROUP (GALEY) | | | | | | | | |
| Sum | | | | | | | | 8,061.00- |
| 00001 | SPEEDY PRINTING & SIGNS | 18649 | 00137309 | 13000414 | HEALTHY HOMETOWN YARD SIGNS | 10/18/13 | 234294 | 360.00- |
| SPEEDYPRINTING & SIGNS | | | | | | | | |
| Sum | | | | | | | | 360.00- |
| 00001 | STANDARD OFFICE SUPPLY C | 0038377-001 | 00136958 | 13000023 | CARD STOCK PAPER INFO TECH | 10/18/13 | 234295 | 115.00- |
| 00001 | STANDARD OFFICE SUPPLY C | 0038584-001 | 00136762 | 13000192 | OFFICE SUPP/COPY PAPER POLICE | 10/18/13 | 234295 | 287.67- |
| 00001 | STANDARD OFFICE SUPPLY C | 0038054-001 | 00136420 | 13000304 | CITY LETTERHEAD/ENVELOPES | 10/18/13 | 234295 | 798.00- |
| 00001 | STANDARD OFFICE SUPPLY C | 0038788-001 | 00137318 | 13000454 | OFFICE SUPP ACCTG DEPT | 10/18/13 | 234295 | 42.18- |
| STANDARD OFFICE SUPPLY C | | | | | | | | |
| Sum | | | | | | | | 1,242.85- |
| 00001 | STATE CHEMICAL SOLUTIONS | 96485996 | 00137116 | 13000465 | WEED KILLER PUBLIC WORKS | 10/18/13 | 234297 | 3,057.30- |
| STATECHEMICAL SOLUTIONS | | | | | | | | |
| Sum | | | | | | | | 3,057.30- |
| 00001 | STEVENSON, EDNA (POLL WO | 9/24/13 SPEC | 00201446 | 13000395 | 9/24/13 SPECIAL ELECTION | 10/18/13 | 234301 | 30.00- |
| STEVENSON, EDNA (POLL WO | | | | | | | | |
| Sum | | | | | | | | 30.00- |
| 00001 | SUNBELT FIRE INC | 81545 | 00136802 | 13000204 | RESCUE SAW REPR PT | 10/18/13 | 234302 | 41.00- |
| SUNBELT FIRE INC | | | | | | | | |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| Sum | | | | | | | | 41.00- |
| 00001 | SWEET CREATIONS CAKES BY | 201951 | 00137175 | 13000191 | INAUGURATION CAKES | 10/18/13 | 234305 | 1,600.00- |
| SWEETCREATIONS CAKES BY | | | | | | | | |
| Sum | | | | | | | | 1,600.00- |
| 00001 | SYBERT, ROBERT | TRAVEL REIMB | 00137213 | 13000201 | EXPNS PICK UP POLICE K-9'S | 10/18/13 | 234306 | 123.28- |
| SYBERT, ROBERT | | | | | | | | |
| Sum | | | | | | | | 123.28- |
| 00001 | TEMPLE INC | INV0125252 | 00137043 | 13000208 | REPR CONFLICT MONITORS | 10/18/13 | 234308 | 260.00- |
| 00001 | TEMPLE INC | INV0125711 | 00136570 | 13000356 | SIGNAL EQUIP TRAFFIC DEPT | 10/18/13 | 234308 | 19,590.00- |
| TEMPLEINC | | | | | | | | |
| Sum | | | | | | | | 19,850.00- |
| 00001 | TEST-CALIBRATION COMPANY | 42800 | 00137018 | 13000254 | REPR PTS U#15064 FIRE DEPT | 10/18/13 | 234309 | 1,903.06- |
| TEST-CALIBRATION COMPANY | | | | | | | | |
| Sum | | | | | | | | 1,903.06- |
| 00001 | THOMAS, DEJEREMY (POLL W | 9/24/13 SPEC | 00201446 | 13000397 | 9/24/13 SPECIAL ELECTION | 10/18/13 | 234312 | 50.00- |
| THOMAS, DEJEREMY (POLL W | | | | | | | | |
| Sum | | | | | | | | 50.00- |
| 00001 | THOMPSON ENGINEERING | 13082720 | 00137111 | 13000122 | SERVS TWIN FORKS RISING PH II | 10/18/13 | 234313 | 576.00- |
| THOMPSON ENGINEERING | | | | | | | | |
| Sum | | | | | | | | 576.00- |
| 00001 | THYSSENKRUPP ELEVATOR CO | 3000730873 | 00137193 | 13000238 | MAINT 10/13 PINE ST GARAGE | 10/18/13 | 234315 | 410.45- |
| THYSSENKRUPP ELEVATOR CO | | | | | | | | |
| Sum | | | | | | | | 410.45- |
| 00001 | TILLETT, CALDER | TRAVEL REIMB | 00137017 | 13000099 | EXPNS HAZ MATL TRAINING | 10/18/13 | 234316 | 224.61- |
| TILLETT, CALDER | | | | | | | | |
| Sum | | | | | | | | 224.61- |
| 00001 | TLO LLC | 362606 10/01 | 00137133 | 13000126 | ON LINE INVESTIGATIONS 9/13 | 10/18/13 | 234317 | 112.00- |
| TLO LLC | | | | | | | | |
| Sum | | | | | | | | 112.00- |
| 00001 | TRACTOR SUPPLY | 200176911 | 00135836 | 13000168 | SPRAYER PUMP AIRPORT MAINT | 10/18/13 | 234318 | 82.99- |
| TRACTOR SUPPLY | | | | | | | | |
| Sum | | | | | | | | 82.99- |
| 00001 | TRAFFIC SAFETY STORE | 66466 | 00137048 | 13000466 | PARKING BLOCKS AIRPORT MAINT | 10/18/13 | 234319 | 1,923.85- |
| TRAFFIC SAFETY STORE | | | | | | | | |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| Sum | | | | | | | | 1,923.85- |
| 00001 | TRUCK SERVICE & EQUIPMEN | 313073 | 00136713 | 13000045 | REPR PTS PUBLIC WORKS | 10/18/13 | 234322 | 245.64- |
| 00001 | TRUCK SERVICE & EQUIPMEN | 313074 | 00136720 | 13000046 | RED FLAGS/HOLDERS STREET DEPT | 10/18/13 | 234322 | 63.00- |
| 00001 | TRUCK SERVICE & EQUIPMEN | 313282 | 00137227 | 13000255 | REPR PTS U#15064 FIRE DEPT | 10/18/13 | 234322 | 71.84- |
| 00001 | TRUCK SERVICE & EQUIPMEN | 313309 | 00137303 | 13000318 | REPR PTS U#15064 FIRE DEPT | 10/18/13 | 234322 | 47.07- |
| 00001 | TRUCK SERVICE & EQUIPMEN | 313219 | 00137072 | 13000351 | REPR PTS U#18089 FIRE DEPT | 10/18/13 | 234322 | 121.50- |
| 00001 | TRUCK SERVICE & EQUIPMEN | 313048 | 00136661 | 13000444 | REPR PTS SANIT STOCK | 10/18/13 | 234322 | 80.85- |
| TRUCKSERVICE & EQUIPMEN | | | | | | | | |
| Sum | | | | | | | | 629.90- |
| 00001 | TRUSTMARK BUSINESS CARD | 3018 DUPREE | 00137470 | 13000378 | CREDIT CARD LATE FEE/FIN CHGS | 10/18/13 | 234323 | 52.31- |
| TRUSTMARK BUSINESS CARD | | | | | | | | |
| Sum | | | | | | | | 52.31- |
| 00001 | TRUSTMARK NATIONAL BANK/ | 18143/284011 | 00020149 | 13000010 | GARBAGE CAN LEASE DUE 10/30/13 | 10/03/13 | 18183 | 23,186.40- |
| 00001 | TRUSTMARK NATIONAL BANK/ | 42912/273350 | 00201428 | 13000288 | POLICE CARS LEASE DUE 10/17/13 | 10/14/13 | 18201 | 36,946.33- |
| TRUSTMARK NATIONAL BANK/ | | | | | | | | |
| Sum | | | | | | | | 60,132.73- |
| 00001 | UNDERWOOD'S SMALL ENGINE | 839410 | 00137400 | 13000352 | MOWER REPR #1 FIRE STA | 10/18/13 | 234324 | 74.40- |
| UNDERWOOD'S SMALL ENGINE | | | | | | | | |
| Sum | | | | | | | | 74.40- |
| 00001 | UNITED FENCE COMPANY | 00015700 | 00136751 | 13000324 | FENCE REPR 117 TOWNSEND ST | 10/18/13 | 234325 | 406.68- |
| UNITEDFENCE COMPANY | | | | | | | | |
| Sum | | | | | | | | 406.68- |
| 00001 | UNITED PARCEL SERVICE IN | 00008E1Y1538 | 00137007 | 13000090 | SERVS 9/17/13 POLICE DEPT | 10/18/13 | 234326 | 8.79- |
| 00001 | UNITED PARCEL SERVICE IN | 00008E1Y1539 | 00137126 | 13000127 | SERV 9/24-25/13 POLICE | 10/18/13 | 234326 | 47.12- |
| UNITEDPARCEL SERVICE IN | | | | | | | | |
| Sum | | | | | | | | 55.91- |
| 00001 | V F W OF THE US | PARKING SPAC | 00137087 | 13000136 | PARKING SPACES 10/13 | 10/18/13 | 234327 | 75.00- |
| V F WOF THE US | | | | | | | | |
| Sum | | | | | | | | 75.00- |
| 00001 | VERIZON WIRELESS | 9712531753 | 00137282 | 13000243 | HPD WIRELESS 9/2-10/1/13 | 10/18/13 | 234329 | 1,081.07- |
| VERIZON WIRELESS | | | | | | | | |
| Sum | | | | | | | | 1,081.07- |
| 00001 | VULCAN MATERIALS CO | 30414770 | 00136948 | 13000463 | RIP RAP VARI LOC DRNGE | 10/18/13 | 234333 | 3,231.46- |
| 00001 | VULCAN MATERIALS CO | 30420408 | 00136948 | 13000464 | RIP RAP VARI LOC DRNGE | 10/18/13 | 234333 | 2,785.12- |
| VULCANMATERIALS CO | | | | | | | | |
| Sum | | | | | | | | 6,016.58- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
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| 00001 | W D A M - TV | 990936-1 | 00135502 | 13000032 | POLICE ACADEMY ADS | 10/18/13 | 234334 | 720.00- |
| 00001 | W D A M - TV | 990936-2 | 00135502 | 13000033 | POLICE ACADEMY ADS | 10/18/13 | 234334 | 880.00- |
| W D AM - TV | | | | | | | | |
| Sum | | | | | | | | 1,600.00- |
| 00001 | WADE, DAISY LEE (ELECTIO | 9/24/13 SPEC | 00201445 | 13000398 | 9/24/13 SPECIAL ELECTION | 10/18/13 | 234335 | 117.60- |
| WADE,DAISY LEE (ELECTIO | | | | | | | | |
| Sum | | | | | | | | 117.60- |
| 00001 | WARREN PAVING INC | 14328MB | 00134837 | 13000239 | CRUSHED CONCRETE VARI LOC | 10/18/13 | 234339 | 5,562.48- |
| WARRENPAVING INC | | | | | | | | |
| Sum | | | | | | | | 5,562.48- |
| 00001 | WASTE MANAGEMENT OF SOUT | 0006928-2526 | 00137222 | 13000231 | REFUSE DISPOSAL 9/16-30 SANIT | 10/18/13 | 234340 | 7,326.88- |
| 00001 | WASTE MANAGEMENT OF SOUT | 0006861-2526 | 00137280 | 13000273 | REFUSE DISPOSAL 8/16-30 SANIT | 10/18/13 | 234340 | 9,133.96- |
| WASTEMANAGEMENT OF SOUT | | | | | | | | |
| Sum | | | | | | | | 16,460.84- |
| 00001 | WASTE PRO HATTIESBURG | 315792 | 00137379 | 13000333 | RECYCLE FEES 9/1-30 SANIT | 10/18/13 | 234341 | 20,784.30- |
| 00001 | WASTE PRO HATTIESBURG | 315804 | 00137494 | 13000485 | RESIDENTIAL HAULING 9/13 | 10/18/13 | 234341 | 2,250.00- |
| WASTEPRO HATTIESBURG | | | | | | | | |
| Sum | | | | | | | | 23,034.30- |
| 00001 | WATCH GUARD VIDEO | 4REINV000195 | 00137130 | 13000123 | CAR VIDEO CAMERA CABLES STOCK | 10/18/13 | 234342 | 765.00- |
| 00001 | WATCH GUARD VIDEO | SRINV0006147 | 00134476 | 13000199 | CAMERA REPR POLICE DEPT | 10/18/13 | 234342 | 284.50- |
| WATCHGUARD VIDEO | | | | | | | | |
| Sum | | | | | | | | 1,049.50- |
| 00001 | WATERS INTERNATIONAL TRU | 8-232700021 | 00136964 | 13000056 | REPR PTS U#12891 FORESTRY | 10/18/13 | 234343 | 162.60- |
| 00001 | WATERS INTERNATIONAL TRU | 804595 | 00136623 | 13000271 | A/C REPR U#17730 SANIT | 10/18/13 | 234343 | 250.87- |
| 00001 | WATERS INTERNATIONAL TRU | 804595(B) | 00137211 | 13000272 | ADDL AMT DUE PO#136623 | 10/18/13 | 234343 | 985.86- |
| 00001 | WATERS INTERNATIONAL TRU | 8-232880019 | 00137414 | 13000368 | REPR PTS U#14409 SANIT | 10/18/13 | 234343 | 813.69- |
| 00001 | WATERS INTERNATIONAL TRU | 8-232870032 | 00137383 | 13000369 | REPR PTS U#17727 SANIT | 10/18/13 | 234343 | 202.56- |
| 00001 | WATERS INTERNATIONAL TRU | 232820013 | 00137214 | 13000440 | REPRS U#16008 SANIT | 10/18/13 | 234343 | 241.45- |
| 00001 | WATERS INTERNATIONAL TRU | 232870036 | 00137376 | 13000441 | A/C REPR U#17721 SANIT | 10/18/13 | 234343 | 604.21- |
| 00001 | WATERS INTERNATIONAL TRU | 232870035 | 00137384 | 13000442 | A/C REPR U#17727 SANIT | 10/18/13 | 234343 | 907.22- |
| WATERSINTERNATIONAL TRU | | | | | | | | |
| Sum | | | | | | | | 4,168.46- |
| 00001 | WATTS BROTHERS TRACTOR C | 151290 | 00136514 | 13000218 | REPR PTS U#16722 STREET | 10/18/13 | 234344 | 65.02- |
| 00001 | WATTS BROTHERS TRACTOR C | 151387 | 00136997 | 13000432 | TIRE REPR U#8249 STREET | 10/18/13 | 234344 | 1,006.95- |
| WATTSBROTHERS TRACTOR C | | | | | | | | |
| Sum | | | | | | | | 1,071.97- |
| 00001 | WHLT TV CBS 22 | 0408006898 | 00137210 | 13000202 | AD FOR UPCOMING ACADEMY | 10/18/13 | 234346 | 1,155.00- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| 00001 | WHLT TV CBS 22 | 0405006648 | 00137340 | 13000287 | ADS UPCOMING ACADEMY | 10/18/13 | 234346 | 320.00- |
| WHLT TV CBS 22 | | | | | | | | |
| Sum | | | | | | | | 1,475.00- |
| 00001 | WHPM-TV, LLC | 236436 & 237 | 00135298 | 13000310 | ADS UPCOMING POLICE ACADEMY | 10/18/13 | 234347 | 1,400.00- |
| WHPM-TV, LLC | | | | | | | | |
| Sum | | | | | | | | 1,400.00- |
| 00001 | WILLMUT GAS & OIL COMPAN | 10/13 GENERA | 00020141 | 13000373 | MNTHLY GAS-GENERAL | 10/18/13 | 234350 | 586.88- |
| WILLMUT GAS & OIL COMPAN | | | | | | | | |
| Sum | | | | | | | | 586.88- |
| 00001 | WORKWELL SERVICES (NEW V | 11647 | 00137385 | 13000319 | PRE-EMP PHYSICAL FIRE RECRUIT | 10/18/13 | 234356 | 1,692.00- |
| WORKWELL SERVICES (NEW V | | | | | | | | |
| Sum | | | | | | | | 1,692.00- |
| Sum | | | | | | | | 3,049,164.24- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| PARKS& RECREATION FUND | | | | | | | | |
| 00002 | A & R FARM AND GARDEN | 258935 | 00137176 | 13000020 | PAPER STICKS GRNDS CREWS | 10/18/13 | 233970 | 180.00- |
| A & RFARM AND GARDEN | | | | | | | | |
| Sum | | | | | | | | 180.00- |
| 00002 | AGRI-AFC LLC | 1040082 | 00137073 | 13000013 | GRASS SEED VETERANS PARK | 10/18/13 | 233980 | 238.50- |
| AGRI-AFC LLC | | | | | | | | |
| Sum | | | | | | | | 238.50- |
| 00002 | ALL SOUTH PORTABLE SANIT | 12016 | 00136610 | 13000028 | PORTALETS MOBILE ST FESTIVAL | 10/18/13 | 233984 | 780.00- |
| 00002 | ALL SOUTH PORTABLE SANIT | 12020 | 00132700 | 13000037 | PORTALETS TOWN SQUARE PK 10/13 | 10/18/13 | 233984 | 150.00- |
| ALL SOUTH PORTABLE SANIT | | | | | | | | |
| Sum | | | | | | | | 930.00- |
| 00002 | ANDERSON, PRISCILLA A (R | CHAIN PK RAV | 00201447 | 13000097 | CHAIN PK PAVIL RFD#55168 | 10/18/13 | 233990 | 40.00- |
| ANDERSON, PRISCILLA A (R | | | | | | | | |
| Sum | | | | | | | | 40.00- |
| 00002 | ANOINTED HANDS CLEANING | 302 | 00137249 | 13000029 | SERVS 10/13 GRNDS MNT OFFICE | 10/18/13 | 233991 | 250.00- |
| ANOINTED HANDS CLEANING | | | | | | | | |
| Sum | | | | | | | | 250.00- |
| 00002 | AUTO ARMATURE SERVICE IN | 10543 | 00137026 | 13000008 | STARTER U#16978 GRNDS MAINT | 10/18/13 | 233997 | 159.95- |
| 00002 | AUTO ARMATURE SERVICE IN | 10890 | 00137343 | 13000092 | BATTERY U#9603 GRNDS MAINT | 10/18/13 | 233997 | 115.95- |
| AUTO ARMATURE SERVICE IN | | | | | | | | |
| Sum | | | | | | | | 275.90- |
| 00002 | BARRETT'S NURSERY | 2925 | 00137037 | 13000005 | INAUGURATION GREENERY | 10/18/13 | 234002 | 463.88- |
| 00002 | BARRETT'S NURSERY | 2941 | 00137090 | 13000014 | PALM TREE BASKETS | 10/18/13 | 234002 | 40.00- |
| BARRETT'S NURSERY | | | | | | | | |
| Sum | | | | | | | | 503.88- |
| 00002 | BELL, DEVON | OFFICIAL 9/2 | 00201442 | 13000056 | OFFICIAL-SOFTBALL/TACKLE | 10/18/13 | 234004 | 417.00- |
| BELL,DEVON | | | | | | | | |
| Sum | | | | | | | | 417.00- |
| 00002 | BETTS, SHERMAN | OFFICIAL 9/2 | 00201442 | 13000057 | OFFICIAL-SOFTBALL/FTBALL | 10/18/13 | 234007 | 491.00- |
| BETTS,SHERMAN | | | | | | | | |
| Sum | | | | | | | | 491.00- |
| 00002 | BOND, MARK | OFFICIAL 9/2 | 00201442 | 13000058 | OFFICIAL-ADULT SOFTBALL | 10/18/13 | 234016 | 112.00- |
| BOND,MARK | | | | | | | | |
| Sum | | | | | | | | 112.00- |
| 00002 | BRACKMAN MOWER WAREHOUSE | 0124822 | 00137033 | 13000024 | REPRS U#18988 GRNDS MAINT | 10/18/13 | 234021 | 209.83- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| 00002 | BRACKMAN MOWER WAREHOUSE | IN0124838 | 00137236 | 13000025 | WEEDEATER REPR PTS | 10/18/13 | 234021 | 219.75- |
| BRACKMAN MOWER WAREHOUSE | | | | | | | | |
| Sum | | | | | | | | 429.58- |
| 00002 | BURKE, HOWARD | OFFICIAL 9/2 | 00201442 | 13000059 | OFFICIAL-ADULT SOFTBALL | 10/18/13 | 234025 | 153.00- |
| BURKE,HOWARD | | | | | | | | |
| Sum | | | | | | | | 153.00- |
| 00002 | CITY OF HATTIESBURG FUND | TRF 1ST 10/1 | 00201411 | 13000001 | TRF 1ST 10/13 PAYROLL | 10/02/13 | 36615 | 41,251.05- |
| 00002 | CITY OF HATTIESBURG FUND | TRF 2ND 10/1 | 00201438 | 13000077 | TRF 2ND 10/13 PAYROLL | 10/16/13 | 36661 | 62,188.07- |
| CITY OF HATTIESBURG FUND | | | | | | | | |
| Sum | | | | | | | | 103,439.12- |
| 00002 | CLEMTS HARDWARE | 107207 | 00137028 | 13000007 | TOOL KIT BALLFIELD CREW | 10/18/13 | 234047 | 99.00- |
| 00002 | CLEMTS HARDWARE | 107317 | 00137310 | 13000038 | RPLCMNT FLAG POLE ROPE | 10/18/13 | 234047 | 39.00- |
| CLEMTSHARDWARE | | | | | | | | |
| Sum | | | | | | | | 138.00- |
| 00002 | COMMERCIAL STATIONERY CO | 348463-0 | 00135917 | 13000011 | OFFICE SUPP MCNAIR CENTER | 10/18/13 | 234052 | 78.62- |
| COMMERCIAL STATIONERY CO | | | | | | | | |
| Sum | | | | | | | | 78.62- |
| 00002 | COOK, JANICE | OFFICIAL 9/2 | 00201443 | 13000043 | OFFICIAL-ADULT FLAG FTBALL | 10/18/13 | 234057 | 300.00- |
| COOK,JANICE | | | | | | | | |
| Sum | | | | | | | | 300.00- |
| 00002 | COOLEY, NIKITA | SPORTS SRVS | 00201444 | 13000078 | SPORTS SUPPORT SERVICES | 10/18/13 | 234058 | 126.00- |
| COOLEY, NIKITA | | | | | | | | |
| Sum | | | | | | | | 126.00- |
| 00002 | CURTIS, MALCOLM | OFFICIAL 9/2 | 00201442 | 13000060 | OFFICIAL-ADULT SOFTBALL | 10/18/13 | 234064 | 170.00- |
| CURTIS, MALCOLM | | | | | | | | |
| Sum | | | | | | | | 170.00- |
| 00002 | DIXON, TIMOTHY | OFFICIAL 9/2 | 00201442 | 13000061 | OFFICIAL-ADULT SOFTBALL | 10/18/13 | 234073 | 378.00- |
| DIXON,TIMOTHY | | | | | | | | |
| Sum | | | | | | | | 378.00- |
| 00002 | DUNAGIN PEST CONTROL(PRE | 5211272 | 00137322 | 13000031 | SENTRICON SERV REC MAINT BLDG | 10/18/13 | 234075 | 295.00- |
| 00002 | DUNAGIN PEST CONTROL(PRE | 5211286 | 00137322 | 13000032 | SENTRICON SERV TATUM SOFTBALL | 10/18/13 | 234075 | 295.00- |
| 00002 | DUNAGIN PEST CONTROL(PRE | 5211254 10/1 | 00137322 | 13000033 | YEARLY SENTRICON DAHMER POOL | 10/18/13 | 234075 | 225.00- |
| DUNAGIN PEST CONTROL(PRE | | | | | | | | |
| Sum | | | | | | | | 815.00- |
| 00002 | EASTERLING, ISAIAH (POLL | OFFICIAL 9/2 | 00201442 | 13000062 | OFFICIAL-ADULT SOFTBALL | 10/18/13 | 234077 | 170.00- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| EASTERLING, ISAIAH (POLL | | | | | | | | |
| Sum | | | | | | | | 170.00- |
| 00002 | ECONOMY SUPPLY CO | 200817 & CR | 00137081 | 13000021 | BLDG MATLS TATUM SOCCER | 10/18/13 | 234080 | 93.85- |
| 00002 | ECONOMY SUPPLY CO | 200822 | 00137177 | 13000030 | BLDG SUPP JAYCEE PARK | 10/18/13 | 234080 | 33.88- |
| ECONOMY SUPPLY CO | | | | | | | | |
| Sum | | | | | | | | 127.73- |
| 00002 | ELKINS WHOLESALE INC | 188768-00 | 00137239 | 13000041 | JANIT SUPP GRNDS MAINT | 10/18/13 | 234083 | 410.22- |
| 00002 | ELKINS WHOLESALE INC | 188768-01 | 00137239 | 13000042 | JANIT SUPP GRNDS MAINT | 10/18/13 | 234083 | 44.84- |
| ELKINSWHOLESALE INC | | | | | | | | |
| Sum | | | | | | | | 455.06- |
| 00002 | ESTERS, WILLARD (BUTCH) | OFFICIAL 9/2 | 00201442 | 13000063 | OFFICIAL-TACKLE FOOTBALL | 10/18/13 | 234086 | 170.00- |
| ESTERS, WILLARD (BUTCH) | | | | | | | | |
| Sum | | | | | | | | 170.00- |
| 00002 | FERGUSON, DAVONTE | SPORTS SRVS | 00201444 | 13000079 | SPORTS SUPPORT SERVICES | 10/18/13 | 234093 | 70.00- |
| FERGUSON, DAVONTE | | | | | | | | |
| Sum | | | | | | | | 70.00- |
| 00002 | FERGUSON, TERRELL | SPORTS SRVS | 00201444 | 13000080 | SPORTS SUPPORT SERVICES | 10/18/13 | 234094 | 189.00- |
| FERGUSON, TERRELL | | | | | | | | |
| Sum | | | | | | | | 189.00- |
| 00002 | FERRARA, SHANE | OFFICIAL 9/2 | 00201443 | 13000044 | OFFICIAL-ADULT FLAG FTBALL | 10/18/13 | 234095 | 48.00- |
| FERRARA, SHANE | | | | | | | | |
| Sum | | | | | | | | 48.00- |
| 00002 | FLOWERS N THINGS | PO#137232 10 | 00137232 | 13000015 | INAUGURATION FLOWERS-PODIUM | 10/18/13 | 234098 | 425.00- |
| FLOWERS N THINGS | | | | | | | | |
| Sum | | | | | | | | 425.00- |
| 00002 | FUELMAN OF MS | BG127044 NP3 | 00137125 | 13000009 | JONES MRPA CONF 9/18/13 | 10/18/13 | 234107 | 38.50- |
| FUELMAN OF MS | | | | | | | | |
| Sum | | | | | | | | 38.50- |
| 00002 | GRIFFIN, MICHAEL | OFFICIAL 9/2 | 00201443 | 13000045 | OFFICIAL-ADULT FLAG FTBALL | 10/18/13 | 234127 | 48.00- |
| GRIFFIN, MICHAEL | | | | | | | | |
| Sum | | | | | | | | 48.00- |
| 00002 | GUILLORY, JEREMY | OFFICIAL 9/2 | 00201443 | 13000046 | OFFICIAL-ADULT FLAG FTBALL | 10/18/13 | 234128 | 96.00- |
| GUILLORY, JEREMY | | | | | | | | |
| Sum | | | | | | | | 96.00- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| 00002 | HOOKER, CONNELLA | OFFICIAL 9/2 | 00201443 | 13000047 | OFFICIAL-ADULT FLAG FTBALL | 10/18/13 | 234140 | 48.00- |
| HOOKER, CONNELLA | | | | | | | | |
| Sum | | | | | | | | 48.00- |
| 00002 | HOOKER, JOSHUA | SPORTS SRVS | 00201444 | 13000081 | SPORTS SUPPORT SERVICES | 10/18/13 | 234141 | 35.00- |
| HOOKER, JOSHUA | | | | | | | | |
| Sum | | | | | | | | 35.00- |
| 00002 | HORNE, BRENDA | SPORTS SRVS | 00201444 | 13000082 | SPORTS SUPPORT SERVICES | 10/18/13 | 234143 | 98.00- |
| HORNE,BRENDA | | | | | | | | |
| Sum | | | | | | | | 98.00- |
| 00002 | INDOFF INC | 2352522 | 00137205 | 13000098 | OFFICE SUPP GRNDS MAINT | 10/18/13 | 234148 | 86.45- |
| INDOFFINC | | | | | | | | |
| Sum | | | | | | | | 86.45- |
| 00002 | IRBY, STUART C CO | S007835383.0 | 00136876 | 13000034 | ELEC SUPP-LIGHTS-TATUM SOCCER | 10/18/13 | 234150 | 487.95- |
| 00002 | IRBY, STUART C CO | S007835383.0 | 00136876 | 13000035 | ELEC SUPP-LIGHTS-TATUM SOCCER | 10/18/13 | 234150 | 422.10- |
| IRBY,STUART C CO | | | | | | | | |
| Sum | | | | | | | | 910.05- |
| 00002 | JERRY'S AUTOMOTIVE REPAI | 15273 | 00137178 | 13000026 | REPRS U#11214 GRNDS MAINT | 10/18/13 | 234155 | 233.60- |
| JERRY'S AUTOMOTIVE REPAI | | | | | | | | |
| Sum | | | | | | | | 233.60- |
| 00002 | JOHNSON, COURTLAND | OFFICIAL 9/2 | 00201443 | 13000048 | OFFICIAL-ADULT FLAG FTBALL | 10/18/13 | 234159 | 48.00- |
| JOHNSON, COURTLAND | | | | | | | | |
| Sum | | | | | | | | 48.00- |
| 00002 | JONES, ANN | 10/13 | 00201415 | 13000003 | PETTY CASH FOR NEW F/Y | 10/03/13 | 36617 | 500.00- |
| JONES,ANN | | | | | | | | |
| Sum | | | | | | | | 500.00- |
| 00002 | KETTLEY, ANNETTE | SPORTS SRVS | 00201444 | 13000083 | SPORTS SUPPORT SERVICES | 10/18/13 | 234166 | 126.00- |
| KETTLEY, ANNETTE | | | | | | | | |
| Sum | | | | | | | | 126.00- |
| 00002 | KEYS, MECHEKA | SPORTS SRVS | 00201444 | 13000084 | SPORTS SUPPORT SERVICES | 10/18/13 | 234167 | 126.00- |
| KEYS,MECHEKA | | | | | | | | |
| Sum | | | | | | | | 126.00- |
| 00002 | KIRKSEY, JOHNATHAN | OFFICIAL 9/2 | 00201442 | 13000064 | OFFICIAL-TACKLE FOOTBALL | 10/18/13 | 234169 | 570.00- |
| KIRKSEY, JOHNATHAN | | | | | | | | |
| Sum | | | | | | | | 570.00- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| 00002 | KIRKSEY, NANCY JONES | SPORTS SRVS | 00201444 | 13000085 | SPORTS SUPPORT SERVICES | 10/18/13 | 234170 | 320.00- |
| KIRKSEY, NANCY JONES | | | | | | | | |
| Sum | | | | | | | | 320.00- |
| 00002 | LANCASTER'S MACHINE & WE | 21436 | 00137226 | 13000027 | WELD TRAILER TONGUE | 10/18/13 | 234173 | 48.00- |
| 00002 | LANCASTER'S MACHINE & WE | 21484 | 00137367 | 13000093 | TRAILER REPR GRNDS MAINT | 10/18/13 | 234173 | 38.00- |
| 00002 | LANCASTER'S MACHINE & WE | 21449 | 00137380 | 13000094 | DUMPSTER REPR GRNDS MAINT | 10/18/13 | 234173 | 800.00- |
| LANCASTER'S MACHINE & WE | | | | | | | | |
| Sum | | | | | | | | 886.00- |
| 00002 | LANGHAM, PAUL | OFFICIAL 9/2 | 00201443 | 13000050 | OFFICIAL-ADULT FLAG FTBALL | 10/18/13 | 234174 | 48.00- |
| LANGHAM, PAUL | | | | | | | | |
| Sum | | | | | | | | 48.00- |
| 00002 | LANGSTON, BENJAMIN | OFFICIAL 9/2 | 00201443 | 13000049 | OFFICIAL-ADULT FLAG FTBALL | 10/18/13 | 234175 | 12.00- |
| LANGSTON, BENJAMIN | | | | | | | | |
| Sum | | | | | | | | 12.00- |
| 00002 | LEE, REGINALD | OFFICIAL 9/2 | 00201442 | 13000065 | OFFICIAL-FLAG FOOTBALL | 10/18/13 | 234177 | 465.00- |
| LEE, REGINALD | | | | | | | | |
| Sum | | | | | | | | 465.00- |
| 00002 | MACK, JUSTIN | OFFICIAL 9/2 | 00201443 | 13000051 | OFFICIAL-ADULT FLAG FTBALL | 10/18/13 | 234183 | 12.00- |
| MACK,JUSTIN | | | | | | | | |
| Sum | | | | | | | | 12.00- |
| 00002 | MCELHANEY PLUMBING INC | 212202 | 00137203 | 13000023 | PLUMB SUPP CE ROY WALK TRAIL | 10/18/13 | 234188 | 37.19- |
| MCELHANEY PLUMBING INC | | | | | | | | |
| Sum | | | | | | | | 37.19- |
| 00002 | MCNAIR, EVELENE | OFFICIAL 9/2 | 00201442 | 13000066 | OFFICIAL-FLAG FOOTBALL | 10/18/13 | 234194 | 375.00- |
| MCNAIR, EVELENE | | | | | | | | |
| Sum | | | | | | | | 375.00- |
| 00002 | MIKE'S TIRE & WHEEL CO | 2170325 | 00137187 | 13000100 | TIRE REPR VARI MOWERS | 10/18/13 | 234198 | 42.45- |
| MIKE'STIRE & WHEEL CO | | | | | | | | |
| Sum | | | | | | | | 42.45- |
| 00002 | MILLER, CLIFF | OFFICIAL 9/2 | 00201442 | 13000067 | OFFICIAL-ADULT SOFTBALL | 10/18/13 | 234199 | 102.00- |
| MILLER, CLIFF | | | | | | | | |
| Sum | | | | | | | | 102.00- |
| 00002 | MINGO, DEMYRON MANDELA | OFFICIAL 9/2 | 00201442 | 13000068 | OFFICIAL-ADULT SOFTBALL | 10/18/13 | 234201 | 153.00- |
| MINGO,DEMYRON MANDELA | | | | | | | | |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| Sum | | | | | | | | 153.00- |
| 00002 | MS GRASS NURSERY | 25002 | 00137179 | 13000016 | GRASS SOD PUBLIC WORKS | 10/18/13 | 234209 | 95.00- |
| MS GRASS NURSERY | | | | | | | | |
| Sum | | | | | | | | 95.00- |
| 00002 | MS POWER COMPANY | 10/13 PKS/RE | 00020141 | 13000040 | MNTHLY ELEC-PARKS & REC | 10/18/13 | 234213 | 1,700.13- |
| MS POWER COMPANY | | | | | | | | |
| Sum | | | | | | | | 1,700.13- |
| 00002 | MS TURF | 087683 | 00137034 | 13000006 | GRASS SOD MOBILE ST | 10/18/13 | 234217 | 150.00- |
| MS TURF | | | | | | | | |
| Sum | | | | | | | | 150.00- |
| 00002 | MYERS, JAMES | OFFICIAL 9/2 | 00201442 | 13000069 | OFFICIAL-FLAG FOOTBALL | 10/18/13 | 234220 | 50.00- |
| MYERS,JAMES | | | | | | | | |
| Sum | | | | | | | | 50.00- |
| 00002 | NEWELL PAPER COMPANY | 574028 | 00137235 | 13000099 | WASP SPRAY GRNDS MAINT | 10/18/13 | 234231 | 144.00- |
| NEWELLPAPER COMPANY | | | | | | | | |
| Sum | | | | | | | | 144.00- |
| 00002 | NORRIS, RANDY | OFFICIAL 9/2 | 00201442 | 13000070 | OFFICIAL-ADULT SOFTBALL | 10/18/13 | 234234 | 204.00- |
| NORRIS, RANDY | | | | | | | | |
| Sum | | | | | | | | 204.00- |
| 00002 | OATIS, KYLE | OFFICIAL 9/2 | 00201443 | 13000052 | OFFICIAL-ADULT FLAG FTBALL | 10/18/13 | 234236 | 96.00- |
| OATIS,KYLE | | | | | | | | |
| Sum | | | | | | | | 96.00- |
| 00002 | PLAY IT AGAIN SPORTS | PPO#136764 9 | 00136764 | 13000036 | YOUTH TACKLE JERSEYS 2013 | 10/18/13 | 234253 | 210.00- |
| PLAY IT AGAIN SPORTS | | | | | | | | |
| Sum | | | | | | | | 210.00- |
| 00002 | POWELL, RANDY | SPORTS SRVS | 00201444 | 13000086 | SPORTS SUPPORT SERVICES | 10/18/13 | 234255 | 238.00- |
| POWELL, RANDY | | | | | | | | |
| Sum | | | | | | | | 238.00- |
| 00002 | PRIDE CLEANERS | 6489 | 00137475 | 13000095 | YOUTH TACKLEL JERSEYS | 10/18/13 | 234260 | 378.00- |
| 00002 | PRIDE CLEANERS | 6593 | 00137475 | 13000096 | YOUTH TACKLE JERSEYS | 10/18/13 | 234260 | 378.00- |
| PRIDECLEANERS | | | | | | | | |
| Sum | | | | | | | | 756.00- |
| 00002 | REGIONS CARDHOLDER SERVI | 7079 | 00136640 | 13000012 | JONES/TERRELL 9/17-19 REC CNF | 10/18/13 | 234265 | 194.46- |
| REGIONS CARDHOLDER SERVI | | | | | | | | |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| Sum | | | | | | | | 194.46- |
| 00002 | ROLLIN, JACOB | OFFICIAL 9/2 | 00201443 | 13000053 | OFFICIAL-ADULT FLAG FTBALL | 10/18/13 | 234267 | 12.00- |
| ROLLIN, JACOB | | | | | | | | |
| Sum | | | | | | | | 12.00- |
| 00002 | SHOULTZ, PATRICK TODD | OFFICIAL 9/2 | 00201442 | 13000071 | OFFICIAL-ADULT SOFTBALL | 10/18/13 | 234279 | 51.00- |
| SHOULTZ, PATRICK TODD | | | | | | | | |
| Sum | | | | | | | | 51.00- |
| 00002 | SIMPSON, LYNN | OFFICIAL 9/2 | 00201443 | 13000055 | OFFICIAL-ADULT SOFTBALL | 10/18/13 | 234281 | 51.00- |
| 00002 | SIMPSON, LYNN | OFFICIAL 9/2 | 00201442 | 13000072 | OFFICIAL-ADULT SOFTBALL | 10/18/13 | 234281 | 102.00- |
| SIMPSON, LYNN | | | | | | | | |
| Sum | | | | | | | | 153.00- |
| 00002 | SIMPSON, NELDA | SPORTS SRVS | 00201444 | 13000088 | SPORTS SUPPORT SERVICES | 10/18/13 | 234282 | 42.00- |
| SIMPSON, NELDA | | | | | | | | |
| Sum | | | | | | | | 42.00- |
| 00002 | SOLAR SUPPLY INC | 3448770 | 00137181 | 13000022 | A/C REPR TMBRTN MAGNOLIA FLD | 10/18/13 | 234284 | 492.67- |
| SOLARSUPPLY INC | | | | | | | | |
| Sum | | | | | | | | 492.67- |
| 00002 | SOUTH, CASSIUS | SPORTS SRVS | 00201444 | 13000087 | SPORTS SUPPORT SERVICES | 10/18/13 | 234286 | 84.00- |
| SOUTH,CASSIUS | | | | | | | | |
| Sum | | | | | | | | 84.00- |
| 00002 | SOUTHERN MS PINE STRAW | 8970 | 00137184 | 13000017 | PINE STRAW CITY WIDE USE | 10/18/13 | 234288 | 250.00- |
| SOUTHERN MS PINE STRAW | | | | | | | | |
| Sum | | | | | | | | 250.00- |
| 00002 | STEPPING STONE, THE | 1326 | 00137212 | 13000018 | LANDSCAPE RIVER ROCK | 10/18/13 | 234300 | 104.80- |
| STEPPING STONE, THE | | | | | | | | |
| Sum | | | | | | | | 104.80- |
| 00002 | TERRELL, CLEMON DR | 10/13 | 00201415 | 13000002 | PETTY CASH FOR NEW F/Y | 10/03/13 | 36616 | 500.00- |
| TERRELL, CLEMON DR | | | | | | | | |
| Sum | | | | | | | | 500.00- |
| 00002 | THOMPSON, JESSE | OFFICIAL 9/2 | 00201442 | 13000073 | OFFICIAL-FLAG FOOTBALL | 10/18/13 | 234314 | 100.00- |
| THOMPSON, JESSE | | | | | | | | |
| Sum | | | | | | | | 100.00- |
| 00002 | TROTTER, COREY | OFFICIAL 9/2 | 00201442 | 13000074 | OFFICIAL-ADULT SOFTBALL | 10/18/13 | 234320 | 102.00- |
| TROTTER, COREY | | | | | | | | |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| Sum | | | | | | | | 102.00- |
| 00002 | TROTTER, WILLIE | OFFICIAL 9/2 | 00201442 | 13000075 | OFFICIAL-ADULT SOFTBALL | 10/18/13 | 234321 | 68.00- |
| TROTTER, WILLIE | | | | | | | | |
| Sum | | | | | | | | 68.00- |
| 00002 | VARNADO, UNDRA | SPORTS SRVS | 00201444 | 13000089 | SPORTS SUPPORT SERVICES | 10/18/13 | 234328 | 168.00- |
| VARNADO, UNDRA | | | | | | | | |
| Sum | | | | | | | | 168.00- |
| 00002 | VESELY'S NURSERY | PO#137183 10 | 00137183 | 13000019 | FALL PLANTS PUBLIC WORKS | 10/18/13 | 234330 | 93.00- |
| VESELY'S NURSERY | | | | | | | | |
| Sum | | | | | | | | 93.00- |
| 00002 | VINCENT, CALVIN JR | SPORTS SRVS | 00201444 | 13000090 | SPORTS SUPPORT SERVICES | 10/18/13 | 234331 | 203.00- |
| VINCENT, CALVIN JR | | | | | | | | |
| Sum | | | | | | | | 203.00- |
| 00002 | WALKER, TEDDRIC | OFFICIAL 9/2 | 00201442 | 13000076 | OFFICIAL-ADULT SOFTBALL | 10/18/13 | 234337 | 238.00- |
| WALKER, TEDDRIC | | | | | | | | |
| Sum | | | | | | | | 238.00- |
| 00002 | WILEY, RAYCORY | SPORTS SRVS | 00201444 | 13000091 | SPORTS SUPPORT SERVICES | 10/18/13 | 234348 | 105.00- |
| WILEY,RAYCORY | | | | | | | | |
| Sum | | | | | | | | 105.00- |
| 00002 | WILLMUT GAS & OIL COMPAN | 10/13 PKS/RE | 00020141 | 13000039 | MNTHLY GAS-PARKS & REC | 10/18/13 | 234350 | 25.94- |
| WILLMUT GAS & OIL COMPAN | | | | | | | | |
| Sum | | | | | | | | 25.94- |
| 00002 | WILSON, CORDARRIN | OFFICIAL 9/2 | 00201443 | 13000054 | OFFICIAL-ADULT FLAG FTBALL | 10/18/13 | 234351 | 48.00- |
| WILSON, CORDARRIN | | | | | | | | |
| Sum | | | | | | | | 48.00- |
| Sum | | | | | | | | 123,214.63- |

| Vendor | | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| HATT.MUNICIPAL FIRE PROTECTION | | | | | | | | |
| 00005 | TRUSTMARK NATIONAL BANK/ | 00028401107 | 00201422 | 13000002 | FIRE TRUCK LEASE NOTE #33523 | 10/14/13 | 21702 | 14,340.60- |
| TRUSTMARK NATIONAL BANK/ | | | | | | | | |
| Sum | | | | | | | | 14,340.60- |
| Sum | | | | | | | | 14,340.60- |

| Vendor | | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| PAYROLL FUND | | | | | | | | |
| 00006 | TRANSAMERICA LIFE | #1844 | 00020143 | 13000005 | BURIAL INS PREMIUM | 10/10/13 | 18198 | 392.04- |
| TRANSAMERICA LIFE | | | | | | | | |
| Sum | | | | | | | | 392.04- |
| Sum | | | | | | | | 392.04- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| WATER& SEWER OPERATION/MAINT. | | | | | | | | |
| 00009 | AAMCO TRANS/AUTOMOTIVE S | 126998 | 00137053 | 13000025 | REPR PTS U#14702 LAGOON | 10/18/13 | 233973 | 195.50- |
| AAMCOTRANS/AUTOMOTIVE S | | | | | | | | |
| Sum | | | | | | | | 195.50- |
| 00009 | AARON OIL COMPANY INC | 74579-V | 00137404 | 13000082 | REMOVE USED/UNUSED GREASES | 10/18/13 | 233974 | 447.50- |
| AARONOIL COMPANY INC | | | | | | | | |
| Sum | | | | | | | | 447.50- |
| 00009 | ADVANCED JANITORIAL SERV | 20091 WTR OF | 00137107 | 13000016 | SERV 9/13 WATER OFFICE | 10/18/13 | 233978 | 495.00- |
| ADVANCED JANITORIAL SERV | | | | | | | | |
| Sum | | | | | | | | 495.00- |
| 00009 | ALLBRITTON CHAIN SAW & L | 29660 | 00137050 | 13000104 | PIPE SAW WASHERS SEWER DEPT | 10/18/13 | 233985 | 54.12- |
| ALLBRITTON CHAIN SAW & L | | | | | | | | |
| Sum | | | | | | | | 54.12- |
| 00009 | ARNOLD LINE WATER ASSN I | SEWER BILLIN | 00137104 | 13000017 | SWR BILL REPORT 7/13-9/13 | 10/18/13 | 233995 | 405.00- |
| ARNOLDLINE WATER ASSN I | | | | | | | | |
| Sum | | | | | | | | 405.00- |
| 00009 | AUTO ARMATURE SERVICE IN | 10741 | 00137157 | 13000039 | BATTERY U#11519 WTR OFFICE | 10/18/13 | 233997 | 115.95- |
| AUTO ARMATURE SERVICE IN | | | | | | | | |
| Sum | | | | | | | | 115.95- |
| 00009 | BLOSSMAN GAS INC | 315407 | 00137097 | 13000024 | PROPANE PLANT FORKLIFT | 10/18/13 | 234012 | 46.00- |
| BLOSSMAN GAS INC | | | | | | | | |
| Sum | | | | | | | | 46.00- |
| 00009 | BONNER ANALYTICAL TESTIN | 53530 | 00137064 | 13000013 | BOIL WTR SAMPLES VARI LOC | 10/18/13 | 234017 | 106.00- |
| BONNERANALYTICAL TESTIN | | | | | | | | |
| Sum | | | | | | | | 106.00- |
| 00009 | BOURNE BROTHERS PRINTING | 48543 | 00136341 | 13000065 | PRINT WATER BILLS | 10/18/13 | 234018 | 2,375.00- |
| BOURNEBROTHERS PRINTING | | | | | | | | |
| Sum | | | | | | | | 2,375.00- |
| 00009 | BOUTWELL, MATTHEW | 10/13 | 00201315 | 13000002 | PETTY CASH FOR NEW F/Y | 10/03/13 | 21699 | 500.00- |
| BOUTWELL, MATTHEW | | | | | | | | |
| Sum | | | | | | | | 500.00- |
| 00009 | BRUNINI | 191542 | 00137110 | 13000020 | SERVS FUTURE CITY WASTEWATER | 10/18/13 | 234024 | 18,901.39- |
| 00009 | BRUNINI | 191541 | 00137110 | 13000021 | SERVS GULF RESTORATION | 10/18/13 | 234024 | 2,640.00- |
| BRUNINI | | | | | | | | |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
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| Sum | | | | | | | | 21,541.39- |
| 00009 | CARQUEST AUTO PARTS STOR | 14758-14815 | 00136797 | 13000037 | REPR PTS U#13513 SEWER | 10/18/13 | 234035 | 31.49- |
| 00009 | CARQUEST AUTO PARTS STOR | 14758-14814 | 00136942 | 13000038 | REPR PTS U#12518 SEWER | 10/18/13 | 234035 | 4.56- |
| 00009 | CARQUEST AUTO PARTS STOR | 14758-14933 | 00137320 | 13000080 | REPR PTS U#14702 LAGOON | 10/18/13 | 234035 | 433.94- |
| 00009 | CARQUEST AUTO PARTS STOR | 14758-14941 | 00137200 | 13000091 | REPR PTS U#11211 TRANS | 10/18/13 | 234035 | 13.22- |
| 00009 | CARQUEST AUTO PARTS STOR | 14758-14960 | 00137147 | 13000093 | REPR PTS U#12518 SEWER | 10/18/13 | 234035 | 4.56- |
| 00009 | CARQUEST AUTO PARTS STOR | 14758-14882 | 00137189 | 13000099 | REPR PTS U#12518 TRANS | 10/18/13 | 234035 | 155.19- |
| 00009 | CARQUEST AUTO PARTS STOR | 14758-14881 | 00137189 | 13000100 | REPR PTS U#9222 TRANS | 10/18/13 | 234035 | 254.06- |
| CARQUEST AUTO PARTS STOR | | | | | | | | |
| Sum | | | | | | | | 897.02- |
| 00009 | CENTRAL PIPE SUPPLY INC | R95934 | 00137060 | 13000028 | PLUMB SUPP TRANS DEPT | 10/18/13 | 234038 | 3,570.00- |
| 00009 | CENTRAL PIPE SUPPLY INC | R96935 | 00137070 | 13000029 | METER BOX LIDS/CURB STOPS | 10/18/13 | 234038 | 1,021.00- |
| CENTRAL PIPE SUPPLY INC | | | | | | | | |
| Sum | | | | | | | | 4,591.00- |
| 00009 | CERTIFIED LABORATORIES | 1268960 | 00137155 | 13000042 | GEAR OIL LAGOONS | 10/18/13 | 234040 | 3,400.00- |
| 00009 | CERTIFIED LABORATORIES | 1269776 | 00137071 | 13000083 | CHEMICALS LAGOON | 10/18/13 | 234040 | 22,155.10- |
| CERTIFIED LABORATORIES | | | | | | | | |
| Sum | | | | | | | | 25,555.10- |
| 00009 | CHAIN ELECTRIC COMPANY | 26616 | 00137167 | 13000032 | CONTROLLER REPR USM LIFT STA | 10/18/13 | 234041 | 1,065.93- |
| 00009 | CHAIN ELECTRIC COMPANY | 26615 | 00137167 | 13000033 | GENERATOR REPR BURKETT STA | 10/18/13 | 234041 | 100.50- |
| CHAINELECTRIC COMPANY | | | | | | | | |
| Sum | | | | | | | | 1,166.43- |
| 00009 | CITY OF HATTIESBURG FUND | TRF 1ST 10/1 | 00201411 | 13000001 | TRF 1ST 10/13 PAYROLL | 10/02/13 | 21698 | 73,817.04- |
| 00009 | CITY OF HATTIESBURG FUND | TRF 2ND 10/1 | 00201438 | 13000090 | TRF 2ND 10/13 PAYROLL | 10/16/13 | 21704 | 96,712.07- |
| CITY OF HATTIESBURG FUND | | | | | | | | |
| Sum | | | | | | | | 170,529.11- |
| 00009 | COBURN'S SUPPLY CO INC | 606252707 | 00136774 | 13000005 | PLUMB SUPP TRANS STOCK | 10/18/13 | 234049 | 1,599.67- |
| COBURN'S SUPPLY CO INC | | | | | | | | |
| Sum | | | | | | | | 1,599.67- |
| 00009 | CONTROL SYSTEMS INC | 47959 | 00131556 | 13000015 | SCADA ADDITION PETAL FLOW MTR | 10/18/13 | 234056 | 13,787.00- |
| CONTROL SYSTEMS INC | | | | | | | | |
| Sum | | | | | | | | 13,787.00- |
| 00009 | COVINGTON SALES & SERVIC | 63616 | 00136983 | 13000009 | REPR PTS U#18997 SEWER | 10/18/13 | 234060 | 348.14- |
| COVINGTON SALES & SERVIC | | | | | | | | |
| Sum | | | | | | | | 348.14- |
| 00009 | D P C ENTERPRISES LP | 212002038-13 | 00136604 | 13000006 | CHLORINE PLT #2 | 10/18/13 | 234066 | 1,164.00- |
| 00009 | D P C ENTERPRISES LP | 212002065-13 | 00136643 | 13000007 | CHLORINE FORREST GENERAL | 10/18/13 | 234066 | 780.00- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
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| 00009 | D P C ENTERPRISES LP | 212002037-13 | 00136657 | 13000010 | CHEMICALS LAGOON | 10/18/13 | 234066 | 3,324.00- |
| D P CENTERPRISES LP | | | | | | | | |
| Sum | | | | | | | | 5,268.00- |
| 00009 | DUNAGIN PEST CONTROL(PRE | 8771084 | 00137352 | 13000041 | SENTRICON SERV WTR PLANT | 10/18/13 | 234075 | 148.75- |
| 00009 | DUNAGIN PEST CONTROL(PRE | 5211292 10/1 | 00137472 | 13000089 | YEARLY SENTRICON WTR OFFICE | 10/18/13 | 234075 | 295.00- |
| DUNAGIN PEST CONTROL(PRE | | | | | | | | |
| Sum | | | | | | | | 443.75- |
| 00009 | G & K SERVICES | 1035414442 | 00137333 | 13000045 | UNIFORMS 9/03 TRANS | 10/18/13 | 234114 | 35.64- |
| 00009 | G & K SERVICES | 1035416605 | 00137333 | 13000046 | UNIFORMS 9/10 TRANS | 10/18/13 | 234114 | 35.64- |
| 00009 | G & K SERVICES | 1035418747 | 00137333 | 13000047 | UNIFORMS 9/17 TRANS | 10/18/13 | 234114 | 35.64- |
| 00009 | G & K SERVICES | 1035420899 | 00137333 | 13000048 | UNIFORMS 9/24 TRANS | 10/18/13 | 234114 | 35.64- |
| 00009 | G & K SERVICES | 1035414446 | 00137333 | 13000049 | MOP/MAT 9/03 PLANT | 10/18/13 | 234114 | 19.95- |
| 00009 | G & K SERVICES | 1035416609 | 00137333 | 13000050 | MOP/MAT 9/10 PLANT | 10/18/13 | 234114 | 19.95- |
| 00009 | G & K SERVICES | 1035418751 | 00137333 | 13000051 | MOP/MAT 9/17 PLANT | 10/18/13 | 234114 | 19.95- |
| 00009 | G & K SERVICES | 1035420903 | 00137333 | 13000052 | MOP/MAT 9/24 PLANT | 10/18/13 | 234114 | 19.95- |
| 00009 | G & K SERVICES | 1035414443 | 00137333 | 13000053 | UNIFORMS 9/03 PLANT | 10/18/13 | 234114 | 60.60- |
| 00009 | G & K SERVICES | 1035416606 | 00137333 | 13000054 | UNIFORMS 9/10 PLANT | 10/18/13 | 234114 | 48.00- |
| 00009 | G & K SERVICES | 1035418748 | 00137333 | 13000055 | UNIFORMS 9/17 PLANT | 10/18/13 | 234114 | 48.00- |
| 00009 | G & K SERVICES | 1035420900 | 00137333 | 13000056 | UNIFORMS 9/24 PLANT | 10/18/13 | 234114 | 48.00- |
| 00009 | G & K SERVICES | 1035414441 | 00137333 | 13000057 | UNIFORMS 9/03 SEWER | 10/18/13 | 234114 | 48.00- |
| 00009 | G & K SERVICES | 1035416604 | 00137333 | 13000058 | UNIFORMS 9/10 SEWER | 10/18/13 | 234114 | 48.00- |
| 00009 | G & K SERVICES | 1035418746 | 00137333 | 13000059 | UNIFORMS 9/17 SEWER | 10/18/13 | 234114 | 48.00- |
| 00009 | G & K SERVICES | 1035420898 | 00137333 | 13000060 | UNIFORMS 9/24 SEWER | 10/18/13 | 234114 | 48.00- |
| 00009 | G & K SERVICES | 1035414444 | 00137333 | 13000061 | UNIFORMS 9/03 LAGOON | 10/18/13 | 234114 | 15.84- |
| 00009 | G & K SERVICES | 1035416607 | 00137333 | 13000062 | UNIFORMS 9/10 LAGOON | 10/18/13 | 234114 | 15.84- |
| 00009 | G & K SERVICES | 1035418749 | 00137333 | 13000063 | UNIFORMS 9/17 LAGOON | 10/18/13 | 234114 | 15.84- |
| 00009 | G & K SERVICES | 1035420901 | 00137333 | 13000064 | UNIFORMS 9/24 LAGOON | 10/18/13 | 234114 | 15.84- |
| G & KSERVICES | | | | | | | | |
| Sum | | | | | | | | 682.32- |
| 00009 | GILLILANDS ELECTRONICS S | 55702 | 00137123 | 13000018 | ALARM SERV 10/13-1/14 WTR OFC | 10/18/13 | 234124 | 90.00- |
| GILLILANDS ELECTRONICS S | | | | | | | | |
| Sum | | | | | | | | 90.00- |
| 00009 | IRBY, STUART C CO | S007790121.0 | 00136237 | 13000008 | PROCESSMETER WATER PLANT | 10/18/13 | 234150 | 919.95- |
| IRBY,STUART C CO | | | | | | | | |
| Sum | | | | | | | | 919.95- |
| 00009 | JET CONSTRUCTION | 1712 | 00136743 | 13000026 | CLAY GRAVEL TRANS DEPT | 10/18/13 | 234157 | 1,150.00- |
| 00009 | JET CONSTRUCTION | 1720 | 00136743 | 13000027 | CLAY GRAVEL TRANS DEPT | 10/18/13 | 234157 | 862.50- |
| JET CONSTRUCTION | | | | | | | | |
| Sum | | | | | | | | 2,012.50- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| 00009 | LANCASTER'S MACHINE & WE | 21461 | 00137004 | 13000014 | REMOVE GEAR BOX SHAFTS | 10/18/13 | 234173 | 250.00- |
| 00009 | LANCASTER'S MACHINE & WE | 21479 | 00137166 | 13000044 | REMOVE GEAR BOX SHAFT/REPR | 10/18/13 | 234173 | 195.00- |
| 00009 | LANCASTER'S MACHINE & WE | 21392 | 00137051 | 13000102 | CLEANOUT CAP WRENCHES-SEWER | 10/18/13 | 234173 | 350.00- |
| LANCASTER'S MACHINE & WE | | | | | | | | |
| Sum | | | | | | | | 795.00- |
| 00009 | LIFT'S, INC | 671 | 00136717 | 13000031 | ELEC JACK SHAFT REPR PLT #2 | 10/18/13 | 234180 | 4,756.00- |
| LIFT'S, INC | | | | | | | | |
| Sum | | | | | | | | 4,756.00- |
| 00009 | MIKE'S TIRE & WHEEL CO | 2170468 | 00137052 | 13000103 | TRAILER TIRES SEWER DEPT | 10/18/13 | 234198 | 328.90- |
| MIKE'STIRE & WHEEL CO | | | | | | | | |
| Sum | | | | | | | | 328.90- |
| 00009 | MINGLEDORFF'S INC | 4998869-00 | 00136986 | 13000034 | A/C REPR PTS PLT #2 | 10/18/13 | 234200 | 10.00- |
| MINGLEDORFF'S INC | | | | | | | | |
| Sum | | | | | | | | 10.00- |
| 00009 | MITCHELL, SHERRY | 10/13 | 00201415 | 13000003 | PETTY CASH FOR NEW F/Y | 10/03/13 | 21700 | 160.00- |
| MITCHELL, SHERRY | | | | | | | | |
| Sum | | | | | | | | 160.00- |
| 00009 | MORGAN, C J INC | 2013115 | 00137388 | 13000066 | REPRS JM TATUM WATER TANK | 10/18/13 | 234205 | 21,536.27- |
| 00009 | MORGAN, C J INC | 2013113 | 00137388 | 13000067 | REPR WTR LEAK LOWER PLANT #1 | 10/18/13 | 234205 | 585.00- |
| 00009 | MORGAN, C J INC | 2013116 | 00137388 | 13000068 | FIRE LINE TAP NEW CHURCH | 10/18/13 | 234205 | 3,642.00- |
| 00009 | MORGAN, C J INC | 2013117 | 00137388 | 13000069 | WATER LEAK REPR THOMPSON | 10/18/13 | 234205 | 1,530.00- |
| 00009 | MORGAN, C J INC | 2013119 | 00137388 | 13000070 | REPRS WATER PLANT #2 | 10/18/13 | 234205 | 4,110.00- |
| 00009 | MORGAN, C J INC | 2013128 | 00137388 | 13000071 | FIRE TAP/HYDRANT WLM CAREY | 10/18/13 | 234205 | 13,236.49- |
| 00009 | MORGAN, C J INC | 2013111 | 00137388 | 13000072 | SEWER REPR 3 HARDY/KLONDYKE | 10/18/13 | 234205 | 29,335.71- |
| 00009 | MORGAN, C J INC | 2013112 | 00137388 | 13000073 | SEWER LINE LAKE ESTATE | 10/18/13 | 234205 | 13,340.20- |
| 00009 | MORGAN, C J INC | 2013120 | 00137388 | 13000074 | REPRS MAMMOUTH SPRINGS STA | 10/18/13 | 234205 | 36,739.92- |
| 00009 | MORGAN, C J INC | 2013121 | 00137388 | 13000075 | PUMP HOLDING TANKS 9/13 | 10/18/13 | 234205 | 16,343.80- |
| 00009 | MORGAN, C J INC | 2013126 | 00137388 | 13000076 | TAP MANHOLE WHISPERING PINES | 10/18/13 | 234205 | 20,012.36- |
| 00009 | MORGAN, C J INC | 2013127 | 00137388 | 13000077 | ROAD REPRS SOUTH LAGOON | 10/18/13 | 234205 | 10,387.50- |
| 00009 | MORGAN, C J INC | 2013130 | 00137388 | 13000078 | SEWER TAP NEW BLDG WLM CAREY | 10/18/13 | 234205 | 7,258.56- |
| 00009 | MORGAN, C J INC | 2013131 | 00137388 | 13000079 | CAVE IN REPR HARDY ST/S 17TH | 10/18/13 | 234205 | 3,749.97- |
| 00009 | MORGAN, C J INC | 2013114 | 00137479 | 13000094 | ROAD REPR AUGUSTA COURT | 10/18/13 | 234205 | 5,038.95- |
| MORGAN, C J INC | | | | | | | | |
| Sum | | | | | | | | 186,846.73- |
| 00009 | MS POWER COMPANY | 10/13 W&SO&M | 00020141 | 13000088 | MNTHLY ELEC-W&SO&M | 10/18/13 | 234213 | 38,708.49- |
| MS POWER COMPANY | | | | | | | | |
| Sum | | | | | | | | 38,708.49- |
| 00009 | MYERS UNDERGROUND UTILIT | APPL #4 W&SO | 00137483 | 13000092 | SRVS 8/31-9/30 W 4TH ST SEWER | 10/18/13 | 234219 | 6,155.32- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
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| MYERSUNDERGROUND UTILIT | | | | | | | | |
| Sum | | | | | | | | 6,155.32- |
| 00009 | NICHOLSON & COMPANY PLLC | 166434 | 00201448 | 13000096 | INTERIM BILLING '12-'13 AUDIT | 10/18/13 | 234232 | 4,000.00- |
| NICHOLSON & COMPANY PLLC | | | | | | | | |
| Sum | | | | | | | | 4,000.00- |
| 00009 | NORTH LAMAR WATER ASSN | SEWER BILLIN | 00137277 | 13000036 | SEWER BILLING REPORT 9/13 | 10/18/13 | 234235 | 135.00- |
| NORTHLAMAR WATER ASSN | | | | | | | | |
| Sum | | | | | | | | 135.00- |
| 00009 | PEARL RIVER VALLEY EPA ( | 10/13 W&SO&M | 00020141 | 13000087 | MNTHLY 10/13 PUBLIC SERVICES | 10/18/13 | 234245 | 7,839.96- |
| PEARLRIVER VALLEY EPA ( | | | | | | | | |
| Sum | | | | | | | | 7,839.96- |
| 00009 | PINE BELT INDUSTRIAL SUP | 4115748-01 | 00135928 | 13000030 | LIME MACHINE REPR PTS | 10/18/13 | 234248 | 89.50- |
| PINE BELT INDUSTRIAL SUP | | | | | | | | |
| Sum | | | | | | | | 89.50- |
| 00009 | PUMP AND CONTROL SERVICE | 474 | 00136985 | 13000012 | MAINT/REPRS S LAGOON 9/23-26 | 10/18/13 | 234262 | 3,200.00- |
| 00009 | PUMP AND CONTROL SERVICE | 475 | 00137161 | 13000043 | MAINT/REPRS S LAGN 9/30-10/3 | 10/18/13 | 234262 | 3,200.00- |
| 00009 | PUMP AND CONTROL SERVICE | 476 | 00137363 | 13000084 | MAINT/REPRS S LAGOON 10/7-10 | 10/18/13 | 234262 | 3,200.00- |
| PUMP AND CONTROL SERVICE | | | | | | | | |
| Sum | | | | | | | | 9,600.00- |
| 00009 | PYLE, MILLS & DYE PA | 1292-0006M 9 | 00137112 | 13000022 | SERVS PETAL SEWER RATE ISSUE | 10/18/13 | 234263 | 5,015.02- |
| PYLE,MILLS & DYE PA | | | | | | | | |
| Sum | | | | | | | | 5,015.02- |
| 00009 | S & N AIROFLO INC | 15535 | 00136564 | 13000011 | AERATOR PTS SOUTH LAGOON | 10/18/13 | 234269 | 1,250.00- |
| S & NAIROFLO INC | | | | | | | | |
| Sum | | | | | | | | 1,250.00- |
| 00009 | SCOGGINS PUMP REPAIR | 9141 | 00137091 | 13000035 | PUMP EQUIP PTS BURKETT/63RD | 10/18/13 | 234273 | 900.00- |
| SCOGGINS PUMP REPAIR | | | | | | | | |
| Sum | | | | | | | | 900.00- |
| 00009 | SOUTHERN PINE ELECTRIC P | 10/13 W&SO&M | 00020141 | 13000086 | MNTHLY 10/13 PUBLIC SERVICES | 10/18/13 | 234289 | 1,114.68- |
| SOUTHERN PINE ELECTRIC P | | | | | | | | |
| Sum | | | | | | | | 1,114.68- |
| 00009 | U S POSTMASTER-POSTAGE ( | PERMIT #213 | 00137086 | 13000081 | POSTAGE 10/13 WATER OFFICE | 10/15/13 | 21703 | 3,500.00- |
| U S POSTMASTER-POSTAGE ( | | | | | | | | |
| Sum | | | | | | | | 3,500.00- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| 00009 | UNDERWOOD'S SMALL ENGINE | 46262 | 00137266 | 13000097 | WATER PUMP WTR BILL DEPT SERV | 10/18/13 | 234324 | 299.00- |
| 00009 | UNDERWOOD'S SMALL ENGINE | 46297 | 00137401 | 13000098 | WATER PUMP HOSE WTR OFFICE | 10/18/13 | 234324 | 59.95- |
| UNDERWOOD'S SMALL ENGINE | | | | | | | | |
| Sum | | | | | | | | 358.95- |
| 00009 | WALTER, PAUL & SON WELDI | 1090 | 00137411 | 13000095 | WELD ALUMINUM BOAT LAGOON | 10/18/13 | 234338 | 35.00- |
| WALTER, PAUL & SON WELDI | | | | | | | | |
| Sum | | | | | | | | 35.00- |
| 00009 | WARREN PAVING INC | 14330MB | 00136742 | 13000040 | CRUSHED CONCRETE TRANS DEPT | 10/18/13 | 234339 | 3,341.24- |
| WARRENPAVING INC | | | | | | | | |
| Sum | | | | | | | | 3,341.24- |
| 00009 | WATTS BROTHERS TRACTOR C | 151809 | 00137061 | 13000101 | EXCAVATOR REPR PTS TRANS DEPT | 10/18/13 | 234344 | 888.98- |
| WATTSBROTHERS TRACTOR C | | | | | | | | |
| Sum | | | | | | | | 888.98- |
| 00009 | WILLMUT GAS & OIL COMPAN | 10/13 W&SO&M | 00020141 | 13000085 | MNTHLY GAS-W&SO&M | 10/18/13 | 234350 | 50.86- |
| WILLMUT GAS & OIL COMPAN | | | | | | | | |
| Sum | | | | | | | | 50.86- |
| Sum | | | | | | | | 530,051.08- |

| Vendor | | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| WATER& SEWER B & I | | | | | | | | |
| 00010 | TRUSTMARK NATIONAL BANK/ | 51806-2013 W | 00201419 | 13000001 | 51806-2013 W&S 5 YR NOTE | 10/07/13 | 36642 | 20,700.00- |
| TRUSTMARK NATIONAL BANK/ | | | | | | | | |
| Sum | | | | | | | | 20,700.00- |
| Sum | | | | | | | | 20,700.00- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| WATER& SEWER FUND | | | | | | | | |
| 00011 | ANDERSON, MICHEAL | METER DEP RF | 00201410 | 13000008 | METER DEP RFD | 10/18/13 | 233989 | 40.00- |
| ANDERSON, MICHEAL | | | | | | | | |
| Sum | | | | | | | | 40.00- |
| 00011 | BLEVINS, ALEXANDER | METER DEP RF | 00201435 | 13000064 | METER DEP RFD | 10/18/13 | 234011 | 38.82- |
| BLEVINS, ALEXANDER | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | BOCK, NIKKI | METER DEP RF | 00201424 | 13000047 | METER DEP RFD | 10/18/13 | 234014 | 2.64- |
| BOCK,NIKKI | | | | | | | | |
| Sum | | | | | | | | 2.64- |
| 00011 | BOGGS, JAN | METER DEP RF | 00201435 | 13000059 | METER DEP RFD | 10/18/13 | 234015 | 38.82- |
| BOGGS,JAN | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | BOX, BETTY | METER DEP RF | 00201424 | 13000026 | METER DEP RFD | 10/18/13 | 234020 | 3.82- |
| BOX, BETTY | | | | | | | | |
| Sum | | | | | | | | 3.82- |
| 00011 | BURNS, CAROL M | METER DEP RF | 00201435 | 13000060 | METER DEP RFD | 10/18/13 | 234027 | 51.88- |
| BURNS,CAROL M | | | | | | | | |
| Sum | | | | | | | | 51.88- |
| 00011 | CALICO, NICK | METER DEP RF | 00201435 | 13000056 | METER DEP RFD | 10/18/13 | 234030 | 40.00- |
| CALICO, NICK | | | | | | | | |
| Sum | | | | | | | | 40.00- |
| 00011 | CARTER, MELISSA | METER DEP RF | 00201410 | 13000015 | METER DEP RFD | 10/18/13 | 234037 | 2.64- |
| CARTER, MELISSA | | | | | | | | |
| Sum | | | | | | | | 2.64- |
| 00011 | CITY OF HATTIESBURG FUND | 9/13 WATER D | | 13000007 | 9/13 WATER DIST 10/13 | 10/03/13 | 36641 | 11,597.74- |
| CITY OF HATTIESBURG FUND | | | | | | | | |
| Sum | | | | | | | | 11,597.74- |
| 00011 | CLARK, ANDREA | METER DEP RF | 00201435 | 13000063 | METER DEP RFD | 10/18/13 | 234045 | 2.64- |
| CLARK,ANDREA | | | | | | | | |
| Sum | | | | | | | | 2.64- |
| 00011 | COPPER, DALE L | METER DEP RF | 00201424 | 13000051 | METER DEP RFD | 10/18/13 | 234059 | 11.76- |
| COPPER, DALE L | | | | | | | | |
| Sum | | | | | | | | 11.76- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| 00011 | CRIGLER, COLEMAN | METER DEP RF | 00201435 | 13000061 | METER DEP RFD | 10/18/13 | 234063 | 38.82- |
| CRIGLER, COLEMAN | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | DEWS, HALEY | METER DEP RF | 00201424 | 13000036 | METER DEP RFD | 10/18/13 | 234070 | 38.82- |
| DEWS,HALEY | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | EVANS, GWENDOLYN | METER DEP RF | 00201435 | 13000068 | METER DEP RFD | 10/18/13 | 234087 | 75.00- |
| EVANS,GWENDOLYN | | | | | | | | |
| Sum | | | | | | | | 75.00- |
| 00011 | FAIRCHILD, VIRGINIA | METER DEP RF | 00201424 | 13000027 | METER DEP RFD | 10/18/13 | 234089 | 3.82- |
| FAIRCHILD, VIRGINIA | | | | | | | | |
| Sum | | | | | | | | 3.82- |
| 00011 | FENTON, JAMES M | METER DEP RF | 00201410 | 13000010 | METER DEP RFD | 10/18/13 | 234092 | 3.82- |
| FENTON, JAMES M | | | | | | | | |
| Sum | | | | | | | | 3.82- |
| 00011 | FINLO CONSTRUCTION CO IN | METER DEP RF | 00201410 | 13000018 | METER DEP RFD | 10/18/13 | 234097 | 11.42- |
| FINLOCONSTRUCTION CO IN | | | | | | | | |
| Sum | | | | | | | | 11.42- |
| 00011 | FUENTES, BRENDA L | METER DEP RF | 00201410 | 13000021 | METER DEP RFD | 10/18/13 | 234108 | 2.64- |
| FUENTES, BRENDA L | | | | | | | | |
| Sum | | | | | | | | 2.64- |
| 00011 | FULLER, CHRISANGEL W | METER DEP RF | 00201424 | 13000032 | METER DEP RFD | 10/18/13 | 234109 | 38.82- |
| FULLER, CHRISANGEL W | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | GARCIA, CONSTANCE M | METER DEP RF | 00201424 | 13000023 | METER DEP RFD | 10/18/13 | 234117 | 40.00- |
| GARCIA, CONSTANCE M | | | | | | | | |
| Sum | | | | | | | | 40.00- |
| 00011 | GAUTREAUX, STEPHEN JR | METER DEP RF | 00201410 | 13000012 | METER DEP RFD | 10/18/13 | 234119 | 3.82- |
| GAUTREAUX, STEPHEN JR | | | | | | | | |
| Sum | | | | | | | | 3.82- |
| 00011 | GRAVES, JULIET S | METER DEP RF | 00201410 | 13000011 | METER DERP RFD | 10/18/13 | 234126 | 20.82- |
| GRAVES, JULIET S | | | | | | | | |
| Sum | | | | | | | | 20.82- |
| 00011 | HABERMAN, DOMINIC | METER DEP RF | 00201424 | 13000030 | METER DEP RFD | 10/18/13 | 234130 | 2.64- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| HABERMAN, DOMINIC | | | | | | | | |
| Sum | | | | | | | | 2.64- |
| 00011 | HEBERT, JUSTIN | METER DEP RF | 00201424 | 13000043 | METER DEP RFD | 10/18/13 | 234135 | 11.76- |
| HEBERT, JUSTIN | | | | | | | | |
| Sum | | | | | | | | 11.76- |
| 00011 | HERRING, VERONICA R | METER DEP RF | 00201410 | 13000019 | METER DEP RFD | 10/18/13 | 234136 | 17.20- |
| HERRING, VERONICA R | | | | | | | | |
| Sum | | | | | | | | 17.20- |
| 00011 | HOLMES, CARMETTA P | METER DEP RF | 00201424 | 13000044 | METER DEP RFD | 10/18/13 | 234139 | 38.82- |
| HOLMES, CARMETTA P | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | HOSEY, JUSTIN T | METER DEP RF | 00201424 | 13000052 | METER DEP RFD | 10/18/13 | 234144 | 29.10- |
| HOSEY,JUSTIN T | | | | | | | | |
| Sum | | | | | | | | 29.10- |
| 00011 | HUGHES, VICKI L | METER DEP RF | 00201424 | 13000035 | METER DEP RFD | 10/18/13 | 234145 | 38.82- |
| HUGHES, VICKI L | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | IVAS, AIMEE | METER DEP RF | 00201424 | 13000038 | METER DEP RFD | 10/18/13 | 234151 | 2.64- |
| IVAS,AIMEE | | | | | | | | |
| Sum | | | | | | | | 2.64- |
| 00011 | JESTER LLC | METER DEP RF | 00201424 | 13000031 | METER DEP RFD | 10/18/13 | 234156 | 35.30- |
| JESTERLLC | | | | | | | | |
| Sum | | | | | | | | 35.30- |
| 00011 | JOHNSON, STEVEN J | METER DEP RF | 00201424 | 13000042 | METER DEP RFD | 10/18/13 | 234160 | 38.82- |
| JOHNSON, STEVEN J | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | KEELY, JOHNATHAN W | METER DEP RF | 00201424 | 13000050 | METER DEP RFD | 10/18/13 | 234163 | 38.82- |
| KEELY,JOHNATHAN W | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | LAYMAN JEANETTE | METER DEP RF | 00201424 | 13000025 | METER DEP RFD | 10/18/13 | 234176 | 3.82- |
| LAYMANJEANETTE | | | | | | | | |
| Sum | | | | | | | | 3.82- |
| 00011 | LEIGHOW, HEATHER | METR DEP RFD | 00201424 | 13000041 | METER DEP RFD | 10/18/13 | 234178 | 38.82- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| LEIGHOW, HEATHER | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | MAGEE, TESHEIKA R | METER DEP RF | 00201410 | 13000020 | METER DEP RFD | 10/18/13 | 234184 | 36.64- |
| MAGEE,TESHEIKA R | | | | | | | | |
| Sum | | | | | | | | 36.64- |
| 00011 | MARTIN, BRITTANY N | METER DEP RF | 00201435 | 13000066 | METER DEP RFD | 10/18/13 | 234185 | 38.82- |
| MARTIN, BRITTANY N | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | MCLEOD, JACOB W | METER DEP RF | 00201435 | 13000058 | METER DEP RFD | 10/18/13 | 234191 | 38.82- |
| MCLEOD, JACOB W | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | MCMURTRAY, SHARON | METER DEP RF | 00201424 | 13000028 | METER DEP RFD | 10/18/13 | 234193 | 3.82- |
| MCMURTRAY, SHARON | | | | | | | | |
| Sum | | | | | | | | 3.82- |
| 00011 | MCWILLIAMS, BILLY I | METER DEP RF | 00201424 | 13000045 | METER DEP RFD | 10/18/13 | 234195 | 38.82- |
| MCWILLIAMS, BILLY I | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | NETWORK SERVICES (NSI) | 10201490000 | 00201425 | 13000055 | WATER COLLECTIONS FEES | 10/18/13 | 234230 | 153.33- |
| NETWORK SERVICES (NSI) | | | | | | | | |
| Sum | | | | | | | | 153.33- |
| 00011 | OTT, DAVID M | METER DEP RF | 00201424 | 13000022 | METER DEP RFD | 10/18/13 | 234239 | 75.00- |
| OTT, DAVID M | | | | | | | | |
| Sum | | | | | | | | 75.00- |
| 00011 | OWEN, ROBERT C | METER DEP RF | 00201410 | 13000009 | METER DEP RFD | 10/18/13 | 234241 | 40.00- |
| OWEN,ROBERT C | | | | | | | | |
| Sum | | | | | | | | 40.00- |
| 00011 | PALMER HEIGHTS LLC 15 | METER DEP RF | 00201410 | 13000017 | METER DEP RFD | 10/18/13 | 234243 | 38.82- |
| PALMERHEIGHTS LLC 15 | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | PIERCE, JESSICA | METER DEP RF | 00201424 | 13000048 | METER DEP RFD | 10/18/13 | 234247 | 38.82- |
| PIERCE, JESSICA | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | PRICE, JAMES J | METER DEP RF | 00201435 | 13000065 | METER DEP RFD | 10/18/13 | 234259 | 38.82- |
| PRICE,JAMES J | | | | | | | | |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| Sum | | | | | | | | 38.82- |
| 00011 | SCHROCK, DARYL | METER DEP RF | 00201424 | 13000039 | METER DEP RFD | 10/18/13 | 234272 | 38.82- |
| SCHROCK, DARYL | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | SHIRLEY, MEGAN E | METER DEP RF | 00201424 | 13000029 | METER DEP RFD | 10/18/13 | 234277 | 38.82- |
| SHIRLEY, MEGAN E | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | SHOEMAKER PROPERTY | METER DEP RF | 00201424 | 13000053 | METER DEP RFD | 10/18/13 | 234278 | 34.88- |
| SHOEMAKER PROPERTY | | | | | | | | |
| Sum | | | | | | | | 34.88- |
| 00011 | SMITH, THOMAS | METER DEP RF | 00201435 | 13000067 | METER DEP RFD | 10/18/13 | 234283 | 2.64- |
| SMITH,THOMAS | | | | | | | | |
| Sum | | | | | | | | 2.64- |
| 00011 | STANFIELD, TOYAL L | METER DEP RF | 00201424 | 13000040 | METER DEPOSITS RFD | 10/18/13 | 234296 | 2.64- |
| STANFIELD, TOYAL L | | | | | | | | |
| Sum | | | | | | | | 2.64- |
| 00011 | STEADHAM, DANIEL | METER DEP RF | 00201424 | 13000033 | METER DEP RFD | 10/18/13 | 234298 | 23.32- |
| STEADHAM, DANIEL | | | | | | | | |
| Sum | | | | | | | | 23.32- |
| 00011 | STEELE, ERIC K | METER DEP RF | 00201410 | 13000013 | METER DEP RFD | 10/18/13 | 234299 | 2.82- |
| STEELE, ERIC K | | | | | | | | |
| Sum | | | | | | | | 2.82- |
| 00011 | SUTTON, JOSHUA J | METER DEP RF | 00201424 | 13000037 | METER DEP RFD | 10/18/13 | 234304 | 38.82- |
| SUTTON, JOSHUA J | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | TEDFORD, CHARLES E | METER DEP RF | 00201435 | 13000062 | METER DEP RFD | 10/18/13 | 234307 | 34.88- |
| TEDFORD, CHARLES E | | | | | | | | |
| Sum | | | | | | | | 34.88- |
| 00011 | THE HOME SELLING TEAM 13 | METER DEP RF | 00201424 | 13000046 | METER DEP RFD | 10/18/13 | 234310 | 38.82- |
| THE HOME SELLING TEAM 13 | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | VONHERRMANN, ANDREW | METER DEP RF | 00201435 | 13000057 | METER DEP RFD | 10/18/13 | 234332 | 1.46- |
| VONHERRMANN, ANDREW | | | | | | | | |
| Sum | | | | | | | | 1.46- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| 00011 | WALKER, AMANDA | METER DEP RF | 00201324 | 13000049 | METER DEP RFD | 10/18/13 | 234336 | 38.82- |
| WALKER, AMANDA | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | WESLEY BRELAND REALTOR | METER DEP RF | 00201424 | 13000024 | METER DEP RFD | 10/18/13 | 234345 | 38.82- |
| WESLEYBRELAND REALTOR | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | WILLIAMS, JUDY | METER DEP RF | 00201410 | 13000016 | METER DEP RFD | 10/18/13 | 234349 | 17.46- |
| WILLIAMS, JUDY | | | | | | | | |
| Sum | | | | | | | | 17.46- |
| 00011 | WILSON, DONNA F | METER DEP RF | 00201424 | 13000034 | METER DEP RFD | 10/18/13 | 234352 | 17.54- |
| WILSON, DONNA F | | | | | | | | |
| Sum | | | | | | | | 17.54- |
| 00011 | WILSON, JAMES H | METER DEP RF | 00201410 | 13000054 | METER DEP RFD | 10/18/13 | 234353 | 38.82- |
| WILSON, JAMES H | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| Sum | | | | | | | | 13,356.21- |

| Vendor | | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| 1999 TAX INCREMENT B&I | | | | | | | | |
| 00012 | FIRST NATL BANK OF CLARK | MS TAX INCMT | 00201421 | 13000001 | DENT SERV 1999 TAX INC | 10/07/13 | 36648 | 66,300.00- |
| FIRSTNATL BANK OF CLARK | | | | | | | | |
| Sum | | | | | | | | 66,300.00- |
| Sum | | | | | | | | 66,300.00- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| CITY B& I | | | | | | | | |
| 00013 | FIRST NATIONAL BANK OF C | '09 GO POOL | 00201421 | 13000003 | 09 GO REF 12/21/09 | 10/07/13 | 18194 | 849,293.75- |
| FIRSTNATIONAL BANK OF C | | | | | | | | |
| Sum | | | | | | | | 849,293.75- |
| 00013 | THE PEOPLES BANK | #7674 '07 GO | 00201418 | 13000001 | PA FEES '07 GO REF | 10/04/13 | 18189 | 2,500.00- |
| 00013 | THE PEOPLES BANK | #7677 '09 GO | 00201417 | 13000002 | PA FEES '09 GO W&S BONDS | 10/04/13 | 18190 | 2,250.00- |
| THE PEOPLES BANK | | | | | | | | |
| Sum | | | | | | | | 4,750.00- |
| Sum | | | | | | | | 854,043.75- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| POLICEFORFEITURES FUND | | | | | | | | |
| 00019 | FORREST CTY DIST ATTY(SE | 20% SHARE $1 | 00201431 | 13000003 | 20% SHARE SEIZED CASH | 10/18/13 | 234100 | 2,200.00- |
| FORREST CTY DIST ATTY(SE | | | | | | | | |
| Sum | | | | | | | | 2,200.00- |
| 00019 | KLEIN, H.H. | REFUND CASE# | 00201430 | 13000002 | REFUND ON CASE #2013-08-0498 | 10/18/13 | 234171 | 9,637.00- |
| KLEIN,H.H. | | | | | | | | |
| Sum | | | | | | | | 9,637.00- |
| Sum | | | | | | | | 11,837.00- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| 2004 TIF B&I-HOME DEPOT | | | | | | | | |
| 00021 | TRUSTMARK NATIONAL BANK/ | #7769 P&I ER | 00201320 | 13000001 | DEBT SERV PAY HOME DEPOT | 10/07/13 | 18195 | 83,399.81- |
| 00021 | TRUSTMARK NATIONAL BANK/ | #7769 FEE ER | 00201426 | 13000002 | AGENT FEES HOME DEPOT | 10/10/13 | 18199 | 750.00- |
| TRUSTMARK NATIONAL BANK/ | | | | | | | | |
| Sum | | | | | | | | 84,149.81- |
| Sum | | | | | | | | 84,149.81- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| TAX COLLECTOR'S FUND | | | | | | | | |
| 00027 | H'BURG PUBLIC SCHOOLS | 9/13 MILLAGE | 00020141 | 13000006 | 9/13 MILLAGE DIST IN 10/13 | 10/03/13 | 36646 | 841,149.63- |
| 00027 | H'BURG PUBLIC SCHOOLS | 9/13 MILLAGE | 00020141 | 13000007 | 9/13 MILLAGE DIST IN 10/13 | 10/03/13 | 36647 | 113,351.41- |
| H'BURGPUBLIC SCHOOLS | | | | | | | | |
| Sum | | | | | | | | 954,501.04- |
| 00027 | LIBRARY, THE | 9/13 MILLAGE | 00020141 | 13000005 | 9/13 MILLAGE DIST 10/13 | 10/03/13 | 36645 | 39,693.21- |
| LIBRARY, THE | | | | | | | | |
| Sum | | | | | | | | 39,693.21- |
| Sum | | | | | | | | 994,194.25- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| AIRPORT IMPROVEMENT FUND | | | | | | | | |
| 00039 | ARE CONSULTANTS INC | 130702F | 00137434 | 13000002 | SRVS AIRPT DRNGE/SAFETY AREA | 10/18/13 | 233992 | 17,219.74- |
| 00039 | ARE CONSULTANTS INC | 130820D | 00137484 | 13000003 | SRVS AIRPT DRNGE IMPS PART 2 | 10/18/13 | 233992 | 322.00- |
| ARE CONSULTANTS INC | | | | | | | | |
| Sum | | | | | | | | 17,541.74- |
| Sum | | | | | | | | 17,541.74- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| MUNICIPAL ROAD & BRIDGE | | | | | | | | |
| 00072 | BANCORPSOUTH EQUIPMENT F | CONT #002-00 | 00201432 | 13000002 | TRACTOR LEASE PYM DUE 10/15/13 | 10/15/13 | 41088 | 1,412.41- |
| BANCORPSOUTH EQUIPMENT F | | | | | | | | |
| Sum | | | | | | | | 1,412.41- |
| 00072 | DUNN ROADBUILDERS LLC | APPL #7 | 00137481 | 13000013 | CONSTR 8/13 HARDY ST WIDENING | 10/18/13 | 234076 | 182,203.65- |
| DUNN ROADBUILDERS LLC | | | | | | | | |
| Sum | | | | | | | | 182,203.65- |
| 00072 | JACKSON BOWMAN & ARRINGT | 53397 | 00137415 | 13000006 | SRVS 4TH ST EXPAN PHASE III | 10/18/13 | 234153 | 37.50- |
| 00072 | JACKSON BOWMAN & ARRINGT | 53396 | 00137416 | 13000007 | SRVS D/T TRANSPORTATION IMPS | 10/18/13 | 234153 | 486.00- |
| 00072 | JACKSON BOWMAN & ARRINGT | 53395 | 00137417 | 13000008 | SRVS 4TH ST EXPAN PHASE II | 10/18/13 | 234153 | 23.12- |
| JACKSON BOWMAN & ARRINGT | | | | | | | | |
| Sum | | | | | | | | 546.62- |
| 00072 | NEEL-SCHAFFER INC | 1012972 | 00137424 | 13000003 | SRVS 8/1-31 BONHOMIE/TATUM | 10/18/13 | 234229 | 461.52- |
| NEEL-SCHAFFER INC | | | | | | | | |
| Sum | | | | | | | | 461.52- |
| 00072 | PITTMAN,HOWDESHELL,HINTO | 092613 BROAD | 00137418 | 13000009 | SRVS 8/14-9/24 BROAD ST BRDGE | 10/18/13 | 234252 | 5,844.93- |
| 00072 | PITTMAN,HOWDESHELL,HINTO | 092613 UNETT | 00137419 | 13000010 | SRVS 7/9-9/24 UNETTA ST BRDGE | 10/18/13 | 234252 | 8,917.11- |
| 00072 | PITTMAN,HOWDESHELL,HINTO | 092713 LONGL | 00137420 | 13000011 | SRVS 3/27-9/26 GATEWAY/MAIN | 10/18/13 | 234252 | 6,863.39- |
| PITTMAN,HOWDESHELL,HINTO | | | | | | | | |
| Sum | | | | | | | | 21,625.43- |
| 00072 | SHOWS DEARMAN & WAITS IN | 17697 | 00137423 | 13000004 | SRVS 8/25-9/21 HARDY ST | 10/18/13 | 234280 | 8,946.26- |
| 00072 | SHOWS DEARMAN & WAITS IN | 17682 | 00137427 | 13000005 | SRVS 8/25-9/21 S 28TH BRIDGE | 10/18/13 | 234280 | 3,625.00- |
| 00072 | SHOWS DEARMAN & WAITS IN | 17680 | 00137428 | 13000012 | SRVS 8/25-9/21 D/T TRAFF IMPS | 10/18/13 | 234280 | 85.00- |
| SHOWSDEARMAN & WAITS IN | | | | | | | | |
| Sum | | | | | | | | 12,656.26- |
| Sum | | | | | | | | 218,905.89- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| MASS TRANSIT FUND | | | | | | | | |
| 00073 | ADVANCED JANITORIAL SERV | 20091 MASS T | 00137107 | 13000004 | SERV 9/13 MASS TRANSIT | 10/18/13 | 233978 | 345.00- |
| ADVANCED JANITORIAL SERV | | | | | | | | |
| Sum | | | | | | | | 345.00- |
| 00073 | BOLTON, SHARON | 10/13 | 00201415 | 13000002 | PETTY CASH FOR NEW F/Y | 10/03/13 | 18181 | 100.00- |
| BOLTON, SHARON | | | | | | | | |
| Sum | | | | | | | | 100.00- |
| 00073 | CITY OF HATTIESBURG FUND | TRF 1ST 10/1 | 00201411 | 13000001 | TRF 1ST 10/13 PAYROLL | 10/02/13 | 18172 | 18,412.62- |
| 00073 | CITY OF HATTIESBURG FUND | TRF 2ND 10/1 | 00201438 | 13000024 | TRF 2ND 10/13 PAYROLL | 10/16/13 | 18204 | 24,885.69- |
| CITY OF HATTIESBURG FUND | | | | | | | | |
| Sum | | | | | | | | 43,298.31- |
| 00073 | DIAMOND MANUFACTURING, I | 21603 | 00137298 | 13000025 | REPR PTS U#16234,U#16235 | 10/18/13 | 234071 | 155.25- |
| DIAMOND MANUFACTURING, I | | | | | | | | |
| Sum | | | | | | | | 155.25- |
| 00073 | G & K SERVICES | 1035414445 | 00137334 | 13000011 | UNIFORMS 9/03 | 10/18/13 | 234114 | 39.60- |
| 00073 | G & K SERVICES | 1035416608 | 00137334 | 13000012 | UNIFORMS 9/10 | 10/18/13 | 234114 | 39.60- |
| 00073 | G & K SERVICES | 1035418750 | 00137334 | 13000013 | UNIFORMS 9/17 | 10/18/13 | 234114 | 39.60- |
| 00073 | G & K SERVICES | 1035420902 | 00137334 | 13000014 | UNIFORMS 9/24 | 10/18/13 | 234114 | 39.60- |
| 00073 | G & K SERVICES | 1035414447 | 00137336 | 13000015 | UNIFORMS 9/03 MECHANICS | 10/18/13 | 234114 | 8.00- |
| 00073 | G & K SERVICES | 1035416610 | 00137336 | 13000016 | UNIFORMS 9/10 MECHANICS | 10/18/13 | 234114 | 8.00- |
| 00073 | G & K SERVICES | 1035418752 | 00137336 | 13000017 | UNIFORMS 9/17 MECHANICS | 10/18/13 | 234114 | 8.00- |
| 00073 | G & K SERVICES | 1035420904 | 00137336 | 13000018 | UNIFORMS 9/24 MECHANICS | 10/18/13 | 234114 | 8.00- |
| 00073 | G & K SERVICES | 1035414448 | 00137335 | 13000019 | MATS 9/03 | 10/18/13 | 234114 | 5.10- |
| 00073 | G & K SERVICES | 1035416611 | 00137335 | 13000020 | MATS 9/10 | 10/18/13 | 234114 | 5.10- |
| 00073 | G & K SERVICES | 1035418753 | 00137335 | 13000021 | MATS 9/17 | 10/18/13 | 234114 | 5.10- |
| 00073 | G & K SERVICES | 1035420905 | 00137335 | 13000022 | MATS 9/24 | 10/18/13 | 234114 | 5.10- |
| G & KSERVICES | | | | | | | | |
| Sum | | | | | | | | 210.80- |
| 00073 | GILLIG LLC | 4953541 | 00135715 | 13000006 | REPR PTS BUS STOCK | 10/18/13 | 234122 | 257.67- |
| GILLIGLLC | | | | | | | | |
| Sum | | | | | | | | 257.67- |
| 00073 | NAPA AUTO PARTS | 496949 | 00137304 | 13000009 | REPR PTS VARI BUSES | 10/18/13 | 234223 | 385.17- |
| NAPA AUTO PARTS | | | | | | | | |
| Sum | | | | | | | | 385.17- |
| 00073 | PITTMAN,HOWDESHELL,HINTO | HCT-001 | 00137323 | 13000010 | SERVS 1/17-5/15/13 BUS SHELTR | 10/18/13 | 234252 | 2,608.45- |
| PITTMAN,HOWDESHELL,HINTO | | | | | | | | |
| Sum | | | | | | | | 2,608.45- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| 00073 | PRECISION CONSTRUCTION L | #2 | 00137441 | 13000023 | SRVS DVDRW-IN CAR VIDEO SYS | 10/18/13 | 234257 | 45,765.00- |
| PRECISION CONSTRUCTION L | | | | | | | | |
| Sum | | | | | | | | 45,765.00- |
| 00073 | SOUTHGROUP (GALEY) | HATTIES-02 2 | 00137127 | 13000005 | TRANSIT AUTO POLICY RENEWAL | 10/18/13 | 234293 | 42,618.00- |
| SOUTHGROUP (GALEY) | | | | | | | | |
| Sum | | | | | | | | 42,618.00- |
| 00073 | THERMO KING OF JACKSON I | 4120169 | 00136805 | 13000008 | A/C REPR U#16761 | 10/18/13 | 234311 | 689.89- |
| THERMOKING OF JACKSON I | | | | | | | | |
| Sum | | | | | | | | 689.89- |
| Sum | | | | | | | | 136,433.54- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| WATER&SEWER CONSTRUCTION FUND | | | | | | | | |
| 00075 | CITY OF HATTIESBURG FUND | TRF BETWEEN | 00201423 | 13000003 | TRF BETWEEN BANKS | 10/08/13 | 18197 | 1,077,101.35- |
| CITY OF HATTIESBURG FUND | | | | | | | | |
| Sum | | | | | | | | 1,077,101.35- |
| 00075 | JAY BEARDEN CONSTRUCTION | APPL #6 | 00137485 | 13000006 | CONSTR 8/26-9/27 COMSWIP SEWER | 10/18/13 | 234154 | 162,948.36- |
| JAY BEARDEN CONSTRUCTION | | | | | | | | |
| Sum | | | | | | | | 162,948.36- |
| 00075 | SHOWS DEARMAN & WAITS IN | 17679 | 00137430 | 13000004 | SRVS 8/25-9/21 WTR MAP UPDATE | 10/18/13 | 234280 | 900.00- |
| SHOWSDEARMAN & WAITS IN | | | | | | | | |
| Sum | | | | | | | | 900.00- |
| 00075 | SUNCOAST INFRASTRUCTURE | APPL #4 | 00137482 | 13000005 | SRVS 7/26-9/25 COMSWIP SEWER | 10/18/13 | 234303 | 19,413.39- |
| SUNCOAST INFRASTRUCTURE | | | | | | | | |
| Sum | | | | | | | | 19,413.39- |
| Sum | | | | | | | | 1,260,363.10- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| COMMUNITY CENTERS' FUND | | | | | | | | |
| 00077 | A D T SECURITY SERVICES/ | 05719659 | 00137473 | 13000010 | SECURITY 9/13 CULTURAL CENTER | 10/18/13 | 233972 | 99.12- |
| 00077 | A D T SECURITY SERVICES/ | 07821622 | 00137473 | 13000011 | SECURITY 10/13 CULTURAL CNTR | 10/18/13 | 233972 | 99.12- |
| A D TSECURITY SERVICES/ | | | | | | | | |
| Sum | | | | | | | | 198.24- |
| 00077 | AKA-THETA SIGMA SORORITY | CULTURAL CNT | 00201437 | 13000018 | DAMAGE DEPOSIT REFUND | 10/18/13 | 233983 | 250.00- |
| AKA-THETA SIGMA SORORITY | | | | | | | | |
| Sum | | | | | | | | 250.00- |
| 00077 | BARNES, TERESA (REFUNDS) | SHERRILL CNT | 00201437 | 13000016 | DAMAGE DEPOSIT REFUND | 10/18/13 | 234001 | 200.00- |
| BARNES, TERESA (REFUNDS) | | | | | | | | |
| Sum | | | | | | | | 200.00- |
| 00077 | BOBBY'S MUFFLER & BRAKE | 79455 | 00137218 | 13000005 | REPRS U#11200 COMM CNTRS | 10/18/13 | 234013 | 184.95- |
| BOBBY'S MUFFLER & BRAKE | | | | | | | | |
| Sum | | | | | | | | 184.95- |
| 00077 | BROOME, CATHY (REFUNDS) | CULTURAL CNT | 00201437 | 13000017 | DAMAGE DEPOSIT REFUND | 10/18/13 | 234023 | 500.00- |
| BROOME, CATHY (REFUNDS) | | | | | | | | |
| Sum | | | | | | | | 500.00- |
| 00077 | BURKE, SHANE (REFUNDS) | CULTURAL CNT | 00201437 | 13000020 | DAMAGE DEPOSIT REFUND | 10/18/13 | 234026 | 250.00- |
| BURKE,SHANE (REFUNDS) | | | | | | | | |
| Sum | | | | | | | | 250.00- |
| 00077 | CHANEY, MARQUESHA (REFUN | CE ROY CNTR | 00201437 | 13000021 | DAMAGE DEPOSIT REFUND | 10/18/13 | 234042 | 100.00- |
| CHANEY, MARQUESHA (REFUN | | | | | | | | |
| Sum | | | | | | | | 100.00- |
| 00077 | CITY OF HATTIESBURG FUND | TRF 1ST 10/1 | 00201411 | 13000001 | TRF 1ST 10/13 PAYROLL | 10/02/13 | 36615 | 15,385.61- |
| 00077 | CITY OF HATTIESBURG FUND | TRF 2ND 10/1 | 00201438 | 13000026 | TRF 2ND 10/13 PAYROLL | 10/16/13 | 36661 | 22,567.86- |
| CITY OF HATTIESBURG FUND | | | | | | | | |
| Sum | | | | | | | | 37,953.47- |
| 00077 | DUNAGIN PEST CONTROL(PRE | 8771082 | 00137316 | 13000006 | SENTRICON SERV CE ROY CNTR | 10/18/13 | 234075 | 85.00- |
| 00077 | DUNAGIN PEST CONTROL(PRE | 5211245 10/1 | 00137316 | 13000007 | YEARLY SENTRICON CE ROY CNTR | 10/18/13 | 234075 | 340.00- |
| DUNAGIN PEST CONTROL(PRE | | | | | | | | |
| Sum | | | | | | | | 425.00- |
| 00077 | FORD, CARTINA (REFUNDS) | CE ROY CNTR | 00201437 | 13000022 | DAMAGE DEPOSIT REFUND | 10/18/13 | 234099 | 100.00- |
| FORD,CARTINA (REFUNDS) | | | | | | | | |
| Sum | | | | | | | | 100.00- |
| 00077 | G & K SERVICES | 1035423037 | 00137471 | 13000012 | UNIFORMS 10/01 COMM CNTRS | 10/18/13 | 234114 | 43.56- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| 00077 | G & K SERVICES | 1035425198 | 00137471 | 13000013 | UNIFORMS 10/08 COMM CNTRS | 10/18/13 | 234114 | 43.56- |
| 00077 | G & K SERVICES | 1035427350 | 00137471 | 13000014 | UNIFORMS 10/15 COMM CNTRS | 10/18/13 | 234114 | 43.56- |
| G & KSERVICES | | | | | | | | |
| Sum | | | | | | | | 130.68- |
| 00077 | MCKENZIE, KRISTIE (REFUN | CE ROY CNTR | 00201437 | 13000015 | DAMAGE DEPOSIT REFUND | 10/18/13 | 234189 | 150.00- |
| MCKENZIE, KRISTIE (REFUN | | | | | | | | |
| Sum | | | | | | | | 150.00- |
| 00077 | MS POWER COMPANY | 10/13 COMM C | 00020141 | 13000009 | MNTHLY ELEC-COMM CNTRS | 10/18/13 | 234213 | 4,987.26- |
| MS POWER COMPANY | | | | | | | | |
| Sum | | | | | | | | 4,987.26- |
| 00077 | PHI KAPPA TAU (REFUNDS) | CE ROY CNTR | 00201437 | 13000023 | DAMAGE DEPOSIT REFUND | 10/18/13 | 234246 | 100.00- |
| PHI KAPPA TAU (REFUNDS) | | | | | | | | |
| Sum | | | | | | | | 100.00- |
| 00077 | PITTMAN, SHERRY (REFUNDS | SHERRILL CNT | 00201437 | 13000025 | DAMAGE DEPOSIT REFUND | 10/18/13 | 234251 | 100.00- |
| PITTMAN, SHERRY (REFUNDS | | | | | | | | |
| Sum | | | | | | | | 100.00- |
| 00077 | WILLMUT GAS & OIL COMPAN | 10/13 COMM C | 00020141 | 13000008 | MNTHLY GAS-COMM CNTRS | 10/18/13 | 234350 | 119.53- |
| WILLMUT GAS & OIL COMPAN | | | | | | | | |
| Sum | | | | | | | | 119.53- |
| 00077 | WILSON, STORMY (REFUNDS) | MCNAIR CNTR | 00201437 | 13000024 | DAMAGE DEPOSIT REFUND | 10/18/13 | 234354 | 100.00- |
| WILSON, STORMY (REFUNDS) | | | | | | | | |
| Sum | | | | | | | | 100.00- |
| 00077 | WINFREY, ADRIONNE | CE ROY CNTR | 00201437 | 13000019 | DAMAGE DEPOSIT REFUND | 10/18/13 | 234355 | 100.00- |
| WINFREY, ADRIONNE | | | | | | | | |
| Sum | | | | | | | | 100.00- |
| 00077 | 1ST SOURCE SERVALL | JD8400012 | 00136965 | 13000003 | A/C REPR PTS SHERRILL CNTR | 10/18/13 | 234357 | 64.15- |
| 1ST SOURCE SERVALL | | | | | | | | |
| Sum | | | | | | | | 64.15- |
| Sum | | | | | | | | 46,013.28- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| COMMUNITY DEVELOP. BLOCK GRANT | | | | | | | | |
| 00082 | BONNER ANALYTICAL TESTIN | 53320 | 00137263 | 13000016 | 309 N 21ST LEAD CLEAR INSP | 10/10/13 | 36655 | 190.80- |
| BONNERANALYTICAL TESTIN | | | | | | | | |
| Sum | | | | | | | | 190.80- |
| 00082 | CITY OF HATTIESBURG FUND | TRF 1ST 10/1 | 00201411 | 13000001 | TRF 1ST 10/13 PAYROLL | 10/02/13 | 36635 | 7,219.44- |
| 00082 | CITY OF HATTIESBURG FUND | TRF 2ND 10/1 | 00201438 | 13000020 | TRF 2ND 10/13 PAYROLL | 10/16/13 | 36662 | 8,859.00- |
| CITY OF HATTIESBURG FUND | | | | | | | | |
| Sum | | | | | | | | 16,078.44- |
| 00082 | FIRST TEE OF THE PINE BE | 09/26/13 | 00137271 | 13000012 | TRAINING & EDUCATION DRAW 1 | 10/10/13 | 36651 | 2,200.00- |
| FIRSTTEE OF THE PINE BE | | | | | | | | |
| Sum | | | | | | | | 2,200.00- |
| 00082 | HOLLIMON CONSTRUCTION | 10/08/13 | 00137270 | 13000014 | 309 N 21ST PAINT ELEC ROUGHIN | 10/10/13 | 36653 | 8,000.00- |
| HOLLIMON CONSTRUCTION | | | | | | | | |
| Sum | | | | | | | | 8,000.00- |
| 00082 | HOUSING ALTERNATIVES OF | 10/08/13 | 00137267 | 13000015 | 437 MABLE ST SHEET ROCK, INSUL | 10/10/13 | 36654 | 1,897.75- |
| HOUSING ALTERNATIVES OF | | | | | | | | |
| Sum | | | | | | | | 1,897.75- |
| 00082 | MCMULLAN EQUIPMENT CO | 346530 | 00136969 | 13000005 | OIL CHANGE U#18711 | 10/18/13 | 234192 | 29.86- |
| MCMULLAN EQUIPMENT CO | | | | | | | | |
| Sum | | | | | | | | 29.86- |
| 00082 | MS PLANNING ASSN | REG-JORDAN 1 | 00137331 | 13000019 | REG-JORDAN CONF HATTIESBURG | 10/18/13 | 234212 | 130.00- |
| MS PLANNING ASSN | | | | | | | | |
| Sum | | | | | | | | 130.00- |
| 00082 | OFFICE DEPOT INC | 677120085001 | 00136652 | 13000003 | COPY PAPER | 10/18/13 | 234237 | 623.65- |
| 00082 | OFFICE DEPOT INC | 677124175001 | 00136565 | 13000004 | TONER | 10/18/13 | 234237 | 60.14- |
| OFFICEDEPOT INC | | | | | | | | |
| Sum | | | | | | | | 683.79- |
| 00082 | PINE BELT COMMUNITY SERV | 09/30/13 | 00137274 | 13000011 | 310 JC KILLINSWORTH EM RPR DR2 | 10/10/13 | 36650 | 6,275.00- |
| 00082 | PINE BELT COMMUNITY SERV | 09/30/13 | 00137269 | 13000017 | FOOD PURCHASED FOR MEALS PROGR | 10/10/13 | 36656 | 486.27- |
| PINE BELT COMMUNITY SERV | | | | | | | | |
| Sum | | | | | | | | 6,761.27- |
| 00082 | RJ YOUNG COMPANY | 352567 | 00137220 | 13000007 | COPIER 6/28-7/28 | 10/18/13 | 234266 | 147.72- |
| 00082 | RJ YOUNG COMPANY | INV86593 | 00137223 | 13000008 | COPIER 7/28-8/27 MAINT | 10/18/13 | 234266 | 187.22- |
| 00082 | RJ YOUNG COMPANY | INV86597 | 00137224 | 13000009 | COPIER 8/28-9/27 MAINT | 10/18/13 | 234266 | 187.22- |
| 00082 | RJ YOUNG COMPANY | INV86596 | 00137225 | 13000010 | OVERAGE 6/28-9/27 COPIER | 10/18/13 | 234266 | 266.24- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| RJ YOUNG COMPANY | | | | | | | | |
| Sum | | | | | | | | 788.40- |
| 00082 | SMITH'S REMODELING | 10/08/13 | 00137268 | 13000018 | 602 STEVENS, 901 N 34TH | 10/10/13 | 36657 | 25,000.00- |
| SMITH'S REMODELING | | | | | | | | |
| Sum | | | | | | | | 25,000.00- |
| 00082 | SPECIALTY ABATEMENT SERV | 13-08061 | 00137265 | 13000013 | 309N 21ST AVE LEAD ABATEMENT | 10/10/13 | 36652 | 2,986.00- |
| SPECIALTY ABATEMENT SERV | | | | | | | | |
| Sum | | | | | | | | 2,986.00- |
| Sum | | | | | | | | 64,746.31- |

| Vendor | | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| INDUSTRIAL PARK DEVELOPMENT | | | | | | | | |
| 00087 | AREA DEVELOPMENT PARTNER | 3363 | 00137311 | 13000002 | MARKETING EXP CAP'S DESIGN | 10/18/13 | 233993 | 3,494.80- |
| 00087 | AREA DEVELOPMENT PARTNER | 3362 | 00137313 | 13000003 | EXPNS TO MARKETING ALLIANCE | 10/18/13 | 233994 | 5,950.50- |
| AREA DEVELOPMENT PARTNER | | | | | | | | |
| Sum | | | | | | | | 9,445.30- |
| Sum | | | | | | | | 9,445.30- |

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| SPECIAL SALES TAX-T&A | | | | | | | | |
| 00107 | H'BURG CONVENTION COMMIS | FOOD/BEVERAG | 00201441 | 13000001 | FOOD/BEVERAGE TAX 9/13 | 10/16/13 | 18206 | 386,401.84- |
| H'BURGCONVENTION COMMIS | | | | | | | | |
| Sum | | | | | | | | 386,401.84- |
| 00107 | H'BURG TOURISM COMMISSIO | MOTEL SALES | 00201440 | 13000002 | MOTEL SALES TAX 9/13 | 10/16/13 | 18207 | 21,501.98- |
| H'BURGTOURISM COMMISSIO | | | | | | | | |
| Sum | | | | | | | | 21,501.98- |
| Sum | | | | | | | | 407,903.82- |

| Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|
| GrandTotal Level Sum | | | | | | | 7,923,096.59- |

CITY OF HATTIESBURG - GENERAL FUND
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 18, 2013

Date - 10/17/13

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| GENERAL FUND | | | | | | | | |
| 00001 | A A A AMBULANCE SERVICE | 13-33311 BRY | 00137292 | 13000256 | SERV 7/1 BRYANT-PRISONER | 10/18/13 | 233971 | 231.70- |
| 00001 | A A A AMBULANCE SERVICE | 13-34219 COL | 00137292 | 13000257 | SERV 7/6 COLEMAN-PRISONER | 10/18/13 | 233971 | 260.93- |
| 00001 | A A A AMBULANCE SERVICE | 13-43478 BRY | 00137292 | 13000258 | SERV 8/28 BRYANT-PRISONER | 10/18/13 | 233971 | 265.20- |
| 00001 | A A A AMBULANCE SERVICE | 13-36420 GAR | 00137292 | 13000259 | SERV 7/19 GARNER-PRISONER | 10/18/13 | 233971 | 265.20- |
| 00001 | A A A AMBULANCE SERVICE | 13-41410 DIC | 00137292 | 13000260 | SERV 8/16 DICKINSON-PRISONER | 10/18/13 | 233971 | 265.20- |
| A A AAMBULANCE SERVICE | | | | | | | | |
| Sum | | | | | | | | 1,288.23- |
| 00001 | AAMCO TRANS/AUTOMOTIVE S | 126947 | 00137251 | 13000250 | REPRS POLICE UNIT | 10/18/13 | 233973 | 155.00- |
| 00001 | AAMCO TRANS/AUTOMOTIVE S | 127048 | 00137386 | 13000420 | REPRS U#17017 STREET | 10/18/13 | 233973 | 155.00- |
| 00001 | AAMCO TRANS/AUTOMOTIVE S | 126929 | 00137371 | 13000445 | REPRS U#7526 HEALTH | 10/18/13 | 233973 | 3,099.04- |
| AAMCOTRANS/AUTOMOTIVE S | | | | | | | | |
| Sum | | | | | | | | 3,409.04- |
| 00001 | AARON OIL COMPANY INC | 74578-V | 00137362 | 13000329 | REMOVE USED OIL FILTERS | 10/18/13 | 233974 | 157.50- |
| AARONOIL COMPANY INC | | | | | | | | |
| Sum | | | | | | | | 157.50- |
| 00001 | ACTION TARGET | 74036-1 | 00136771 | 13000200 | RUNNING MAN ACTION TARGET | 10/18/13 | 233975 | 1,222.76- |
| ACTIONTARGET | | | | | | | | |
| Sum | | | | | | | | 1,222.76- |
| 00001 | ADAPCO INC | 95488 | 00137059 | 13000322 | MOSQUITO CHEMICALS | 10/18/13 | 233976 | 10,440.00- |
| ADAPCOINC | | | | | | | | |
| Sum | | | | | | | | 10,440.00- |
| 00001 | ADVANCE AUTO PARTS | 560432396811 | 00136074 | 13000083 | REPR PTS POLICE STOCK | 10/18/13 | 233977 | 20.53- |
| 00001 | ADVANCE AUTO PARTS | 560432434003 | 00136216 | 13000084 | REPR PTS U#17357 POLICE | 10/18/13 | 233977 | 327.89- |
| 00001 | ADVANCE AUTO PARTS | 560432434003 | 00136216 | 13000085 | REPR PTS U#11037 U#19117 | 10/18/13 | 233977 | 320.88- |
| 00001 | ADVANCE AUTO PARTS | 560432697790 | 00136773 | 13000086 | REPR PTS POLICE STOCK | 10/18/13 | 233977 | 160.66- |
| 00001 | ADVANCE AUTO PARTS | 560432697790 | 00136773 | 13000087 | REPR PTS POLICE STOCK | 10/18/13 | 233977 | 773.52- |
| 00001 | ADVANCE AUTO PARTS | 560432837841 | 00137219 | 13000350 | CAR OPENING KITS FIRE DEPT | 10/18/13 | 233977 | 197.67- |
| ADVANCE AUTO PARTS | | | | | | | | |
| Sum | | | | | | | | 1,801.15- |
| 00001 | ADVANCED JANITORIAL SERV | 20091 CITY H | 00137107 | 13000117 | SERVS 9/13 CITY HALL | 10/18/13 | 233978 | 1,925.00- |
| 00001 | ADVANCED JANITORIAL SERV | 20091 TRAFFI | 00137107 | 13000118 | SERVS 9/13 TRAFFIC OFFICE | 10/18/13 | 233978 | 250.00- |
| ADVANCED JANITORIAL SERV | | | | | | | | |
| Sum | | | | | | | | 2,175.00- |
| 00001 | AFFORDABLE EMERGENCY LIG | 617 | 00137099 | 13000155 | INSTALL EQUIP VARI UNITS | 10/18/13 | 233979 | 12,920.00- |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 00001 | AFFORDABLE EMERGENCY LIG | 615 | 00137077 | 13000156 | REPR LIGHTS U#17117 POLICE | 10/18/13 | 233979 | 85.00- |
| 00001 | AFFORDABLE EMERGENCY LIG | 616 | 00137077 | 13000157 | INSTALL EQUIP U#19307 POLICE | 10/18/13 | 233979 | 1,190.00- |
| AFFORDABLE EMERGENCY LIG | | | | | | | | |
| Sum | | | | | | | | 14,195.00- |
| 00001 | AIR CONDITIONING PARTS & | 32004 | 00136456 | 13000244 | A/C UNIT/SUPP TAX DEPT | 10/18/13 | 233981 | 1,943.00- |
| AIR CONDITIONING PARTS & | | | | | | | | |
| Sum | | | | | | | | 1,943.00- |
| 00001 | AIRGAS USA LLC (NORDAN S | 9020015424 | 00137069 | 13000095 | MEDICAL OXYGEN FIRE DEPT | 10/18/13 | 233982 | 8.87- |
| 00001 | AIRGAS USA LLC (NORDAN S | 9020015423 | 00137069 | 13000096 | MEDICAL OXYGEN FIRE DEPT | 10/18/13 | 233982 | 44.35- |
| AIRGASUSA LLC (NORDAN S | | | | | | | | |
| Sum | | | | | | | | 53.22- |
| 00001 | ALLBRITTON CHAIN SAW & L | 29345 | 00136987 | 13000057 | CHAINSAW BARS FORESTRY | 10/18/13 | 233985 | 54.90- |
| 00001 | ALLBRITTON CHAIN SAW & L | 29271 | 00136918 | 13000419 | WEEDEATERS STREET DEPT | 10/18/13 | 233985 | 1,919.84- |
| 00001 | ALLBRITTON CHAIN SAW & L | 29508 | 00137207 | 13000449 | CHAINSAW REPR HEALTH DIV | 10/18/13 | 233985 | 32.00- |
| ALLBRITTON CHAIN SAW & L | | | | | | | | |
| Sum | | | | | | | | 2,006.74- |
| 00001 | AMERICAN AIR SPECIALISTS | 62667 | 00137347 | 13000334 | ICE MACHINE MNT/REPR CEMETERY | 10/18/13 | 233986 | 838.03- |
| AMERICAN AIR SPECIALISTS | | | | | | | | |
| Sum | | | | | | | | 838.03- |
| 00001 | AMERICAN PLANNING ASSN ( | MBRSHP-ELLAR | 00137357 | 13000303 | NEW MBRSHP FEE ELLARD | 10/18/13 | 233987 | 185.00- |
| AMERICAN PLANNING ASSN ( | | | | | | | | |
| Sum | | | | | | | | 185.00- |
| 00001 | ANDERSON RETAIL INC | 94412 | 00136155 | 13000041 | NEW CARPET CONSTR/TRAFF OFFC | 10/18/13 | 233988 | 2,111.27- |
| ANDERSON RETAIL INC | | | | | | | | |
| Sum | | | | | | | | 2,111.27- |
| 00001 | ARE CONSULTANTS INC | 130402H | 00137432 | 13000363 | SRVS PRIEST CRK BANK STABL | 10/18/13 | 233992 | 350.00- |
| ARE CONSULTANTS INC | | | | | | | | |
| Sum | | | | | | | | 350.00- |
| 00001 | ARNOLD LINE WATER ASSN I | 2145 9/23/13 | 00020141 | 13000142 | SERV 8/22-9/23/13 #8 FIRE STA | 10/18/13 | 233995 | 27.00- |
| ARNOLDLINE WATER ASSN I | | | | | | | | |
| Sum | | | | | | | | 27.00- |
| 00001 | AT&T | 601M23905500 | 00020141 | 13000141 | VEHICLE LOCATOR 9/13 POLICE | 10/18/13 | 233996 | 202.00- |
| AT&T | | | | | | | | |
| Sum | | | | | | | | 202.00- |
| 00001 | AUTO ARMATURE SERVICE IN | 10762 | 00137154 | 13000194 | BATTERY U#16642 POLICE | 10/18/13 | 233997 | 127.95- |
| 00001 | AUTO ARMATURE SERVICE IN | 10763 | 00137154 | 13000195 | BATTERY U#17804 POLICE | 10/18/13 | 233997 | 127.95- |
| 00001 | AUTO ARMATURE SERVICE IN | 10726 | 00137144 | 13000216 | BATTERY U#12065 STREET | 10/18/13 | 233997 | 137.95- |
| 00001 | AUTO ARMATURE SERVICE IN | 10727 | 00137144 | 13000217 | BATTERY U#17726 SANIT | 10/18/13 | 233997 | 371.85- |

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|---|---|---|---|---|---|---|---|---|
| 00001 | AUTO ARMATURE SERVICE IN | 10725 | 00137141 | 13000224 | BATTERY U#9804 SHOP | 10/18/13 | 233997 | 199.95- |
| 00001 | AUTO ARMATURE SERVICE IN | 10525 | 00136860 | 13000227 | BATTERY U#17730 SANIT | 10/18/13 | 233997 | 371.85- |
| AUTO ARMATURE SERVICE IN | | | | | | | | |
| Sum | | | | | | | | 1,337.50- |
| 00001 | AUTO TRIM | 6434 | 00137025 | 13000031 | WINDOW TINT U#19307 POLICE | 10/18/13 | 233998 | 140.00- |
| 00001 | AUTO TRIM | 6432 | 00137023 | 13000197 | LETTER/TINT WINDOWS VARI UNTS | 10/18/13 | 233998 | 1,810.00- |
| 00001 | AUTO TRIM | 6475 | 00137023 | 13000198 | LETTER/TINT WINDOWS VARI UNTS | 10/18/13 | 233998 | 2,715.00- |
| 00001 | AUTO TRIM | 6468 | 00137377 | 13000435 | LETTERS FOR CITY VEHICLES | 10/18/13 | 233998 | 450.00- |
| AUTO TRIM | | | | | | | | |
| Sum | | | | | | | | 5,115.00- |
| 00001 | AUTO ZONE | 0139665020 | 00137021 | 13000097 | MOTOR OIL RESCUE EQUIPMENT | 10/18/13 | 233999 | 11.69- |
| 00001 | AUTO ZONE | 0139661983 | 00136714 | 13000421 | REPR PTS U#13047 STREET | 10/18/13 | 233999 | 13.99- |
| AUTO ZONE | | | | | | | | |
| Sum | | | | | | | | 25.68- |
| 00001 | AUTOMOTIVE GLASS SPECIAL | I144529 | 00136377 | 13000220 | GLASS REPR U#11356 STREET | 10/18/13 | 234000 | 145.00- |
| AUTOMOTIVE GLASS SPECIAL | | | | | | | | |
| Sum | | | | | | | | 145.00- |
| 00001 | BANCORPSOUTH EQUIPMENT F | 002-0070193- | 00020148 | 13000014 | GARBAGE TRUCK LEASE DUE 10/13 | 10/03/13 | 18187 | 34,542.83- |
| BANCORPSOUTH EQUIPMENT F | | | | | | | | |
| Sum | | | | | | | | 34,542.83- |
| 00001 | BEAUTY LAND (BAD CK RECO | ASHLEY HUSBA | 00201450 | 13000468 | MERCHANT FEE & FINE | 10/18/13 | 234003 | 73.14- |
| BEAUTYLAND (BAD CK RECO | | | | | | | | |
| Sum | | | | | | | | 73.14- |
| 00001 | BENNETT'S LOCK & KEY SHO | 62679 | 00136129 | 13000488 | LOCKS/KEYS 9/13 POLICE DEPT | 10/18/13 | 234005 | 8.75- |
| 00001 | BENNETT'S LOCK & KEY SHO | 62720 | 00136129 | 13000489 | LOCKS/KEYS 9/13 POLICE DEPT | 10/18/13 | 234005 | 39.51- |
| 00001 | BENNETT'S LOCK & KEY SHO | 62747 | 00136129 | 13000490 | LOCKS/KEYS 9/13 POLICE DEPT | 10/18/13 | 234005 | 2.50- |
| 00001 | BENNETT'S LOCK & KEY SHO | 62763 | 00136129 | 13000491 | LOCKS/KEYS 9/13 POLICE DEPT | 10/18/13 | 234005 | 2.50- |
| BENNETT'S LOCK & KEY SHO | | | | | | | | |
| Sum | | | | | | | | 53.26- |
| 00001 | BERRY, NANCY (POLL WORKE | 9/24/13 SPEC | 00201446 | 13000396 | 9/24/13 SPECIAL ELECTION | 10/18/13 | 234006 | 30.00- |
| BERRY,NANCY (POLL WORKE | | | | | | | | |
| Sum | | | | | | | | 30.00- |
| 00001 | BIG IRON DIESEL REPAIR L | S01361 | 00133825 | 13000140 | REPRS U#9857 SANIT | 10/18/13 | 234008 | 2,240.00- |
| BIG IRON DIESEL REPAIR L | | | | | | | | |
| Sum | | | | | | | | 2,240.00- |
| 00001 | BILL'S DISCOUNT WHEEL & | 8666 | 00136182 | 13000339 | TIRES RISK MANAGEMENT UNIT | 10/18/13 | 234009 | 671.80- |
| BILL'SDISCOUNT WHEEL & | | | | | | | | |
| Sum | | | | | | | | 671.80- |

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|---|---|---|---|---|---|---|---|---|
| 00001 | BLACKWELL, BRIANNA (REFU | DAMAGE DEP R | 00201436 | 13000405 | DAMAGE DEPOSIT REFUND | 10/18/13 | 234010 | 500.00- |
| BLACKWELL, BRIANNA (REFU | | | | | | | | |
| Sum | | | | | | | | 500.00- |
| 00001 | BOURNE BROTHERS PRINTING | 48489 | 00136813 | 13000091 | PRINT REPORTS/ENV/STATIONERY | 10/18/13 | 234018 | 820.00- |
| 00001 | BOURNE BROTHERS PRINTING | 48591 | 00137308 | 13000453 | HEALTHY HOMETOWN POSTERS | 10/18/13 | 234018 | 350.00- |
| BOURNEBROTHERS PRINTING | | | | | | | | |
| Sum | | | | | | | | 1,170.00- |
| 00001 | BOURNE, MARY (ELECTION C | 9/24/13 SPEC | 00201445 | 13000399 | 9/24/13 SPECIAL ELECTION | 10/18/13 | 234019 | 219.30- |
| BOURNE, MARY (ELECTION C | | | | | | | | |
| Sum | | | | | | | | 219.30- |
| 00001 | BRACKMAN MOWER WAREHOUSE | IN0122884 | 00135632 | 13000053 | REPRS U#18891 HEALTH | 10/18/13 | 234021 | 176.12- |
| BRACKMAN MOWER WAREHOUSE | | | | | | | | |
| Sum | | | | | | | | 176.12- |
| 00001 | BROADWAY DRIVE TIRE | 089182 | 00137149 | 13000415 | TIRES POLICE STOCK | 10/18/13 | 234022 | 3,915.68- |
| 00001 | BROADWAY DRIVE TIRE | 089047 | 00136861 | 13000422 | TIRES U#13062 STREET | 10/18/13 | 234022 | 262.48- |
| BROADWAY DRIVE TIRE | | | | | | | | |
| Sum | | | | | | | | 4,178.16- |
| 00001 | C & S AUTOMOTIVE LLC | 1455 | 00137078 | 13000158 | ALIGNMENT U#17577 POLICE | 10/18/13 | 234028 | 67.00- |
| C & SAUTOMOTIVE LLC | | | | | | | | |
| Sum | | | | | | | | 67.00- |
| 00001 | C D W GOVERNMENT | FW33130 | 00136676 | 13000340 | POWER ADAPTERS NEW POL UNITS | 10/18/13 | 234029 | 784.00- |
| 00001 | C D W GOVERNMENT | GD70611 | 00136676 | 13000341 | POWER ADAPTERS NEW POL UNITS | 10/18/13 | 234029 | 336.00- |
| C D WGOVERNMENT | | | | | | | | |
| Sum | | | | | | | | 1,120.00- |
| 00001 | CAMPER CITY OF HATTIESBU | 24405 | 00136431 | 13000343 | REPR PTS U#19307 POLICE | 10/18/13 | 234031 | 638.00- |
| 00001 | CAMPER CITY OF HATTIESBU | 24469 | 00136821 | 13000344 | LIGHTS/STORAGE BOX U#19307 | 10/18/13 | 234031 | 1,085.05- |
| CAMPERCITY OF HATTIESBU | | | | | | | | |
| Sum | | | | | | | | 1,723.05- |
| 00001 | CAREERBUILDER, LLC | CB02097378 | 00137460 | 13000388 | ADS DIRECTOR OF ENGINEERING | 10/18/13 | 234032 | 419.00- |
| CAREERBUILDER, LLC | | | | | | | | |
| Sum | | | | | | | | 419.00- |
| 00001 | CARQUEST AUTO PARTS STOR | 14758-14899 | 00137180 | 13000299 | REPR PTS CEM/FORESTRY SHOP | 10/18/13 | 234035 | 102.40- |
| 00001 | CARQUEST AUTO PARTS STOR | 14758-14944 | 00137201 | 13000416 | REPR PTS U#17528 TRAFFIC | 10/18/13 | 234035 | 9.27- |
| 00001 | CARQUEST AUTO PARTS STOR | 14758-14946 | 00137201 | 13000417 | REPR PTS U#11945 TRAFFIC | 10/18/13 | 234035 | 18.27- |
| 00001 | CARQUEST AUTO PARTS STOR | 14758-14947 | 00137201 | 13000418 | REPR PTS U#11943 CONSTR | 10/18/13 | 234035 | 18.27- |
| 00001 | CARQUEST AUTO PARTS STOR | 14758-14961 | 00136866 | 13000423 | REPR PTS U#48608 CONSTR | 10/18/13 | 234035 | 4.62- |
| 00001 | CARQUEST AUTO PARTS STOR | 14758-14962 | 00136866 | 13000424 | REPR PTS U#15514 STREET | 10/18/13 | 234035 | 22.99- |
| 00001 | CARQUEST AUTO PARTS STOR | 14758-14950 | 00137151 | 13000425 | REPR PTS U#11995 CEMETERY | 10/18/13 | 234035 | 40.18- |
| 00001 | CARQUEST AUTO PARTS STOR | 14758-14951 | 00137151 | 13000426 | REPR PTS U#13047 STREET | 10/18/13 | 234035 | 56.97- |

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| 00001 | CARQUEST AUTO PARTS STOR | 14758-14952 | 00137151 | 13000427 | REPR PTS U#8629 STREET | 10/18/13 | 234035 | 9.23- |
| 00001 | CARQUEST AUTO PARTS STOR | 14758-14940 | 00137200 | 13000428 | REPR PTS U#14677 SANIT | 10/18/13 | 234035 | 72.26- |
| 00001 | CARQUEST AUTO PARTS STOR | 14758-14942 | 00137200 | 13000429 | REPR PTS U#15084 STREET | 10/18/13 | 234035 | 10.30- |
| 00001 | CARQUEST AUTO PARTS STOR | 14758-14939 | 00137202 | 13000438 | REPR PTS U#11469 CONSTR | 10/18/13 | 234035 | 18.27- |
| 00001 | CARQUEST AUTO PARTS STOR | 14758-14953 | 00137156 | 13000439 | REPR PTS SANIT STOCK | 10/18/13 | 234035 | 280.25- |
| 00001 | CARQUEST AUTO PARTS STOR | 14758-14954 | 00137146 | 13000446 | REPR PTS U#18602 CEMETERY | 10/18/13 | 234035 | 23.11- |
| 00001 | CARQUEST AUTO PARTS STOR | 14758-14955 | 00137146 | 13000447 | REPR PTS U#13175 HEALTH | 10/18/13 | 234035 | 11.97- |
| 00001 | CARQUEST AUTO PARTS STOR | 14758-14956 | 00137146 | 13000448 | REPR PTS U#13562 CEMETERY | 10/18/13 | 234035 | 34.77- |
| 00001 | CARQUEST AUTO PARTS STOR | 14758-14958 | 00137147 | 13000450 | REPR PTS U#12891 CEMETERY | 10/18/13 | 234035 | 34.95- |
| 00001 | CARQUEST AUTO PARTS STOR | 14758-14959 | 00137147 | 13000451 | REPR PTS U#13024 CEMETERY | 10/18/13 | 234035 | 34.95- |
| | | | | | | | | --- |
| CARQUEST AUTO PARTS STOR | | | | | | | | |
| Sum | | | | | | | | 803.03- |
| 00001 | CARTER, KENNETH L (REFUN | DAMAGE DEP R | 00201436 | 13000406 | DAMAGE DEPOSIT REFUND | 10/18/13 | 234036 | 300.00- |
| | | | | | | | | --- |
| CARTER, KENNETH L (REFUN | | | | | | | | |
| Sum | | | | | | | | 300.00- |
| 00001 | CENTURY MANUFACTURING | 527850 | 00137084 | 13000207 | GRAFFITI WIPES TRAFFIC DEPT | 10/18/13 | 234039 | 131.92- |
| | | | | | | | | --- |
| CENTURY MANUFACTURING | | | | | | | | |
| Sum | | | | | | | | 131.92- |
| 00001 | CERTIFIED LABORATORIES | 1256106 | 00136911 | 13000232 | CHEMICALS HEALTH DEPT | 10/18/13 | 234040 | 977.35- |
| | | | | | | | | --- |
| CERTIFIED LABORATORIES | | | | | | | | |
| Sum | | | | | | | | 977.35- |
| 00001 | CITY OF HATTIESBURG FUND | TRF 1ST 10/1 | 00201411 | 13000001 | TRF 1st 10/13 PAYROLL | 10/02/13 | 18172 | 803,236.53- |
| 00001 | CITY OF HATTIESBURG FUND | TRF 2ND 10/1 | 00201438 | 13000411 | TRF 2ND 10/13 PAYROLL | 10/16/13 | 18204 | 1,055,259.69- |
| | | | | | | | | --- |
| CITY OF HATTIESBURG FUND | | | | | | | | |
| Sum | | | | | | | | 1,858,496.22- |
| 00001 | CLARION LEDGER (SUBSCRIP | CL6108589 10 | 00137487 | 13000473 | SUBSCRIPT 10/13-9/14 MAYOR | 10/18/13 | 234044 | 325.44- |
| | | | | | | | | --- |
| CLARION LEDGER (SUBSCRIP | | | | | | | | |
| Sum | | | | | | | | 325.44- |
| 00001 | CLARK, NORRIS (ELECTION | 9/24/13 SPEC | 00201445 | 13000402 | 9/24/13 SPECIAL ELECTION | 10/18/13 | 234046 | 1,218.00- |
| | | | | | | | | --- |
| CLARK,NORRIS (ELECTION | | | | | | | | |
| Sum | | | | | | | | 1,218.00- |
| 00001 | CLEMTS HARDWARE | 107231 | 00137011 | 13000159 | CHAIR REPR MATLS ASSEMBLY RM | 10/18/13 | 234047 | 21.56- |
| | | | | | | | | --- |
| CLEMTSHARDWARE | | | | | | | | |
| Sum | | | | | | | | 21.56- |
| 00001 | COBB, TROY (REFUND) | MUNICIPAL CO | 00201416 | 13000139 | MUNICIPAL COURT REFUND | 10/18/13 | 234048 | 636.00- |
| | | | | | | | | --- |
| COBB,TROY (REFUND) | | | | | | | | |
| Sum | | | | | | | | 636.00- |
| 00001 | COBURN'S SUPPLY CO INC | 606249966 | 00136709 | 13000236 | PLUMB SUPP SOUTH HILL CEM | 10/18/13 | 234049 | 59.71- |
| 00001 | COBURN'S SUPPLY CO INC | 606249966-1 | 00136709 | 13000237 | PLUMB SUPP SOUTH HILL CEM | 10/18/13 | 234049 | 35.37- |

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| COBURN'S SUPPLY CO INC | | | | | | | | |
| Sum | | | | | | | | 95.08- |
| 00001 | COLEMAN, MAXINE | TRAV ADVANCE | 00137391 | 13000300 | TRAV ADV NLC WASHINGTON | 10/18/13 | 234050 | 280.00- |
| COLEMAN, MAXINE | | | | | | | | |
| Sum | | | | | | | | 280.00- |
| 00001 | COMCAST CABLEVISION OF H | 095773401001 | 00137047 | 13000055 | SERV AIRPORT MAINT | 10/18/13 | 234051 | 80.60- |
| 00001 | COMCAST CABLEVISION OF H | 095777456110 | 00137128 | 13000125 | CONVERTER BOXES 9/28-10/27 | 10/18/13 | 234051 | 8.87- |
| COMCAST CABLEVISION OF H | | | | | | | | |
| Sum | | | | | | | | 89.47- |
| 00001 | COMPREHENSIVE RADIOLOGY | CRS100066875 | 00137300 | 13000261 | SERV 8/11/13 JOHNSON-PRISONER | 10/18/13 | 234053 | 425.00- |
| 00001 | COMPREHENSIVE RADIOLOGY | CRS100045018 | 00137300 | 13000262 | SERV 6/26/13 BOUNDS-PRISONER | 10/18/13 | 234053 | 89.00- |
| 00001 | COMPREHENSIVE RADIOLOGY | CRS100069473 | 00137300 | 13000263 | SERV 8/16/13 DICKINSON-PRSNR | 10/18/13 | 234053 | 37.00- |
| COMPREHENSIVE RADIOLOGY | | | | | | | | |
| Sum | | | | | | | | 551.00- |
| 00001 | COMPUTER CONCEPTS OF MS | 2758 | 00137015 | 13000064 | COMPUTER SERVS INFO TECH | 10/18/13 | 234054 | 380.00- |
| COMPUTER CONCEPTS OF MS | | | | | | | | |
| Sum | | | | | | | | 380.00- |
| 00001 | COMSOUTH | 171423 | 00136584 | 13000040 | RADIO REPR #7 FIRE STA | 10/18/13 | 234055 | 500.00- |
| 00001 | COMSOUTH | 171422 | 00136789 | 13000209 | RADIO REPR U#12844 TRAFFIC | 10/18/13 | 234055 | 90.60- |
| 00001 | COMSOUTH | 171556 | 00136993 | 13000221 | BATTERIES PUBLIC WORKS | 10/18/13 | 234055 | 900.00- |
| 00001 | COMSOUTH | 170940 | 00136741 | 13000478 | RADIO REPR FIRE DEPT | 10/18/13 | 234055 | 425.00- |
| 00001 | COMSOUTH | 171596 | 00137117 | 13000484 | RADIO REPR-TERRELL-SANIT | 10/18/13 | 234055 | 95.00- |
| COMSOUTH | | | | | | | | |
| Sum | | | | | | | | 2,010.60- |
| 00001 | COWBOY MALONEY'S ELECTRI | HATTTM1121 | 00137348 | 13000320 | WASHER/DRYER #8 FIRE STA | 10/18/13 | 234061 | 799.98- |
| COWBOYMALONEY'S ELECTRI | | | | | | | | |
| Sum | | | | | | | | 799.98- |
| 00001 | CRAIN TRACTOR & EQUIPMEN | US14612 | 00136703 | 13000210 | CUTTER WITH CHAIN GUARDS | 10/18/13 | 234062 | 3,728.00- |
| 00001 | CRAIN TRACTOR & EQUIPMEN | US14632 | 00136982 | 13000211 | CUTTER WITH CHAIN GUARDS | 10/18/13 | 234062 | 3,728.00- |
| CRAINTRACTOR & EQUIPMEN | | | | | | | | |
| Sum | | | | | | | | 7,456.00- |
| 00001 | CUSTOM PRODUCTS CORP | 24423 | 00137085 | 13000462 | BARRICADE TAPE TRAFFIC DEPT | 10/18/13 | 234065 | 1,219.44- |
| CUSTOMPRODUCTS CORP | | | | | | | | |
| Sum | | | | | | | | 1,219.44- |
| 00001 | D P S CRIME LAB | IN 711 14CL0 | 00137451 | 13000384 | ANALYTICAL FEES 10/13 | 10/18/13 | 234067 | 150.00- |
| D P SCRIME LAB | | | | | | | | |
| Sum | | | | | | | | 150.00- |
| 00001 | DAKTECH COMPUTERS | INV0307124 | 00136474 | 13000024 | COMPUTERS VARI DEPTS | 10/18/13 | 234068 | 8,991.00- |

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|---|---|---|---|---|---|---|---|---|
| DAKTECH COMPUTERS | | | | | | | | |
| Sum | | | | | | | | 8,991.00- |
| 00001 | DEVINEY EQUIPMENT | IV04220 | 00136872 | 13000047 | REPR PTS U#16076 STREET | 10/18/13 | 234069 | 1,369.81- |
| DEVINEY EQUIPMENT | | | | | | | | |
| Sum | | | | | | | | 1,369.81- |
| 00001 | DICK'S SPORTING GOODS | PO#136229 9/ | 00136229 | 13000163 | POP-UP CANOPIES FIRE DEPT | 10/18/13 | 234072 | 239.98- |
| DICK'SSPORTING GOODS | | | | | | | | |
| Sum | | | | | | | | 239.98- |
| 00001 | DOMINO'S PIZZA (BAD CHEC | ASHLEY MOORE | 00201450 | 13000469 | MERCHANT FEE & FINE | 10/18/13 | 234074 | 62.89- |
| DOMINO'S PIZZA (BAD CHEC | | | | | | | | |
| Sum | | | | | | | | 62.89- |
| 00001 | DUNAGIN PEST CONTROL(PRE | 5211268 | 00137158 | 13000205 | SENTRICON SERV #4 FIRE STA | 10/18/13 | 234075 | 240.20- |
| 00001 | DUNAGIN PEST CONTROL(PRE | 5211255 10/1 | 00137315 | 13000246 | YEARLY SENTRICON TRAIN DEPOT | 10/18/13 | 234075 | 895.00- |
| 00001 | DUNAGIN PEST CONTROL(PRE | 5211259 10/1 | 00137230 | 13000268 | YEARLY SENTRICON ENGR DEPT | 10/18/13 | 234075 | 345.00- |
| 00001 | DUNAGIN PEST CONTROL(PRE | 5220477 10/1 | 00137290 | 13000274 | YEARLY SENTRICON AIRPORT | 10/18/13 | 234075 | 239.00- |
| 00001 | DUNAGIN PEST CONTROL(PRE | 5211251 10/1 | 00137472 | 13000391 | YEARLY SENTRICON CITY HALL | 10/18/13 | 234075 | 345.00- |
| DUNAGIN PEST CONTROL(PRE | | | | | | | | |
| Sum | | | | | | | | 2,064.20- |
| 00001 | EASTON, LILLIE (ELECTION | 9/24/13 SPEC | 00201445 | 13000403 | 9/24/13 SPECIAL ELECTION | 10/18/13 | 234078 | 1,142.40- |
| EASTON, LILLIE (ELECTION | | | | | | | | |
| Sum | | | | | | | | 1,142.40- |
| 00001 | EATON, KERMAS | 10/13 | 00201415 | 13000009 | PETTY CASH FOR NEW F/Y | 10/03/13 | 18180 | 900.00- |
| EATON,KERMAS | | | | | | | | |
| Sum | | | | | | | | 900.00- |
| 00001 | ECO-SYSTEMS INC | 00130742 | 00137421 | 13000364 | SRVS 8/31-9/27 AMEN/TMBRTN | 10/18/13 | 234079 | 150.00- |
| 00001 | ECO-SYSTEMS INC | 00130741 | 00137422 | 13000365 | SRVS 8/31-9/27 GRODON CREEK | 10/18/13 | 234079 | 250.00- |
| ECO-SYSTEMS INC | | | | | | | | |
| Sum | | | | | | | | 400.00- |
| 00001 | ECONOMY SUPPLY CO | 200519 | 00135806 | 13000154 | DOOR CLOSERS POLICE DEPT | 10/18/13 | 234080 | 97.90- |
| 00001 | ECONOMY SUPPLY CO | 200287 | 00137019 | 13000165 | BARRICADE MATLS TRAFFIC DEPT | 10/18/13 | 234080 | 1,313.45- |
| 00001 | ECONOMY SUPPLY CO | 200933 | 00137192 | 13000270 | ENTRY DOOR LOCK CONSTR DEPT | 10/18/13 | 234080 | 45.95- |
| 00001 | ECONOMY SUPPLY CO | 200932 | 00137138 | 13000359 | ELEC SUPP FUEL FACILITY | 10/18/13 | 234080 | 93.00- |
| 00001 | ECONOMY SUPPLY CO | 201081 | 00137285 | 13000366 | PLYWOOD FOR PARK EVENT | 10/18/13 | 234080 | 35.60- |
| ECONOMY SUPPLY CO | | | | | | | | |
| Sum | | | | | | | | 1,585.90- |
| 00001 | EDKO LLC | 329576 | 00137121 | 13000133 | 2013 VEG MNGMNT DRNGE CHANNEL | 10/18/13 | 234081 | 12,488.20- |
| EDKO LLC | | | | | | | | |
| Sum | | | | | | | | 12,488.20- |

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| 00001 | ELECTION SYSTEMS & SOFTW | 861910 | 00137459 | 13000380 | ELECTION TRNG/EQUIP/TECH | 10/18/13 | 234082 | 8,600.00- |
| 00001 | ELECTION SYSTEMS & SOFTW | ESS-235A | 00137459 | 13000381 | TECH SUPPORT SPECIAL ELECTION | 10/18/13 | 234082 | 750.00- |
| ELECTION SYSTEMS & SOFTW | | | | | | | | |
| Sum | | | | | | | | 9,350.00- |
| 00001 | EMERGENCY EQUIPMENT PROF | 408115 | 00137476 | 13000459 | ELEC CHECK U#18098 FIRE DEPT | 10/18/13 | 234084 | 188.00- |
| EMERGENCY EQUIPMENT PROF | | | | | | | | |
| Sum | | | | | | | | 188.00- |
| 00001 | EMPIRE TRUCK SALES (H'BU | CE006080697: | 00136998 | 13000222 | AIR TANK U#15893 STREET | 10/18/13 | 234085 | 299.98- |
| EMPIRETRUCK SALES (H'BU | | | | | | | | |
| Sum | | | | | | | | 299.98- |
| 00001 | EXPERT TIRE | 186214 | 00137408 | 13000460 | TIRES/REPRS U#14094 FIRE DEPT | 10/18/13 | 234088 | 1,055.60- |
| EXPERTTIRE | | | | | | | | |
| Sum | | | | | | | | 1,055.60- |
| 00001 | FASTENAL COMPANY | MSHAT163824 | 00137143 | 13000166 | VENDING MACHINE ITEMS | 10/18/13 | 234090 | 575.15- |
| 00001 | FASTENAL COMPANY | MSHAT164203 | 00136977 | 13000203 | DRILL BITS FIRE MECHANIC | 10/18/13 | 234090 | 100.40- |
| 00001 | FASTENAL COMPANY | MSHAT164172 | 00136781 | 13000212 | WIRE BRUSHES GUARD RAILS SUPP | 10/18/13 | 234090 | 164.81- |
| 00001 | FASTENAL COMPANY | MSHAT164245 | 00137001 | 13000219 | GUARD RAIL SUPP STREET DEPT | 10/18/13 | 234090 | 53.83- |
| 00001 | FASTENAL COMPANY | MSHAT164216 | 00137375 | 13000323 | VENDING MACHINE ITEMS | 10/18/13 | 234090 | 475.49- |
| 00001 | FASTENAL COMPANY | MN01924513 | 00137509 | 13000480 | VENDING MACH PROGRAM FEE | 10/18/13 | 234090 | 300.00- |
| FASTENAL COMPANY | | | | | | | | |
| Sum | | | | | | | | 1,669.68- |
| 00001 | FEDERAL EXPRESS | 2-390-43266( | 00137040 | 13000022 | FEDEX ENV COLEMAN PLANNING | 10/18/13 | 234091 | 7.49- |
| 00001 | FEDERAL EXPRESS | 2-412-30287 | 00136992 | 13000061 | SERVS 9/19-20/13 COUNCIL/ENGR | 10/18/13 | 234091 | 517.25- |
| 00001 | FEDERAL EXPRESS | 2-419-62212 | 00137233 | 13000267 | SERVS 9/23-27/13 ENGR DEPT | 10/18/13 | 234091 | 65.92- |
| 00001 | FEDERAL EXPRESS | 2-426-78779 | 00137477 | 13000433 | SERVS 9/30/13 BENSON | 10/18/13 | 234091 | 20.52- |
| 00001 | FEDERAL EXPRESS | 2-426-78779( | 00137477 | 13000434 | SERVS 9/30,10/2/13 ENGR DEPT | 10/18/13 | 234091 | 33.89- |
| FEDERAL EXPRESS | | | | | | | | |
| Sum | | | | | | | | 645.07- |
| 00001 | FIELDER, DAVID | TRAVEL REIMB | 00137009 | 13000039 | EXPNS ROPE RESCUE CLASSES | 10/18/13 | 234096 | 105.75- |
| FIELDER, DAVID | | | | | | | | |
| Sum | | | | | | | | 105.75- |
| 00001 | FORREST CTY DISTRICT ATT | BAD CHECK FE | 02013796 | 13000137 | BAD CHECK RECOVERY FEE | 10/18/13 | 234101 | 3.44- |
| 00001 | FORREST CTY DISTRICT ATT | BAD CHECK FE | 00201449 | 13000467 | BAD CHECK RECOVERY FEE | 10/18/13 | 234101 | 150.01- |
| FORREST CTY DISTRICT ATT | | | | | | | | |
| Sum | | | | | | | | 153.45- |
| 00001 | FORREST CTY HEALTH DEPT | 392172 R JOH | 00137101 | 13000116 | HEP B VACCINE-JOHNSON | 10/18/13 | 234102 | 88.00- |
| FORREST CTY HEALTH DEPT | | | | | | | | |
| Sum | | | | | | | | 88.00- |
| 00001 | FORREST CTY SUPERVISORS | JAIL 7/13 EX | 00137295 | 13000264 | JAIL 7/13 EXPENSES | 10/18/13 | 234103 | 98,040.00- |

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|---|---|---|---|---|---|---|---|---|
| 00001 | FORREST CTY SUPERVISORS | JAIL 7/13 ME | 00137295 | 13000265 | JAIL 7/13 MEDICAL | 10/18/13 | 234103 | 1,015.82- |
| FORREST CTY SUPERVISORS | | | | | | | | |
| Sum | | | | | | | | 99,055.82- |
| 00001 | FORREST GENERAL HEALTHCA | DAMAGE DEP R | 00201436 | 13000408 | DAMAGE DEPOSIT REFUND | 10/18/13 | 234104 | 500.00- |
| FORREST GENERAL HEALTHCA | | | | | | | | |
| Sum | | | | | | | | 500.00- |
| 00001 | FORREST GENERAL HOSPITAL | H90001958600 | 00137293 | 13000289 | SERVS 5/14/13 POPE-PRISONER | 10/18/13 | 234105 | 395.40- |
| 00001 | FORREST GENERAL HOSPITAL | H90004798200 | 00137293 | 13000290 | SERVS 7/2/13 WELLS-PRISONER | 10/18/13 | 234105 | 135.00- |
| 00001 | FORREST GENERAL HOSPITAL | H90006947301 | 00137293 | 13000291 | SERVS 8/16/13 DICKINSON-PRSNR | 10/18/13 | 234105 | 10,875.85- |
| 00001 | FORREST GENERAL HOSPITAL | H90001958600 | 00137344 | 13000292 | ADDL AMT DUE PO#137293 | 10/18/13 | 234105 | 3,550.00- |
| FORREST GENERAL HOSPITAL | | | | | | | | |
| Sum | | | | | | | | 14,956.25- |
| 00001 | FORREST GENERAL HOSPITAL | EAP CHARGE 1 | 00137088 | 13000121 | EAP CHARGE 10/13 | 10/18/13 | 234106 | 1,785.00- |
| FORREST GENERAL HOSPITAL | | | | | | | | |
| Sum | | | | | | | | 1,785.00- |
| 00001 | FUELMAN OF MS | BG127044 NP3 | 00137006 | 13000080 | FUEL CHGS 9/9-15/13 POLICE | 10/18/13 | 234107 | 431.92- |
| 00001 | FUELMAN OF MS | BG127044 NP3 | 00137006 | 13000081 | FUEL CHGS 9/16-22/13 POLICE | 10/18/13 | 234107 | 109.70- |
| 00001 | FUELMAN OF MS | BG127044 NP3 | 00137148 | 13000145 | FUEL CHGS 9/23-29/13 POLICE | 10/18/13 | 234107 | 316.57- |
| 00001 | FUELMAN OF MS | BG127044 NP3 | 00137305 | 13000275 | FUEL PURCHASE NEW ADM CAR | 10/18/13 | 234107 | 18.72- |
| 00001 | FUELMAN OF MS | BG127044 NP3 | 00137356 | 13000305 | FUEL CHGS 10/2-4/13 | 10/18/13 | 234107 | 74.49- |
| FUELMAN OF MS | | | | | | | | |
| Sum | | | | | | | | 951.40- |
| 00001 | G & K SERVICES | 1035414436 | 00137013 | 13000170 | UNIFORMS 9/03 TRAFFIC | 10/18/13 | 234114 | 22.18- |
| 00001 | G & K SERVICES | 1035416599 | 00137013 | 13000171 | UNIFORMS 9/10 TRAFFIC | 10/18/13 | 234114 | 22.18- |
| 00001 | G & K SERVICES | 1035418741 | 00137013 | 13000172 | UNIFORMS 9/17 TRAFFIC | 10/18/13 | 234114 | 18.18- |
| 00001 | G & K SERVICES | 1035420893 | 00137013 | 13000173 | UNIFORMS 9/24 TRAFFIC | 10/18/13 | 234114 | 18.18- |
| 00001 | G & K SERVICES | 1035414437 | 00137013 | 13000174 | UNIFORMS 9/03 CONSTR | 10/18/13 | 234114 | 50.58- |
| 00001 | G & K SERVICES | 1035416600 | 00137013 | 13000175 | UNIFORMS 9/10 CONSTR | 10/18/13 | 234114 | 50.58- |
| 00001 | G & K SERVICES | 1035418742 | 00137013 | 13000176 | UNIFORMS 9/17 CONSTR | 10/18/13 | 234114 | 50.58- |
| 00001 | G & K SERVICES | 1035420894 | 00137013 | 13000177 | UNIFORMS 9/24 CONSTR | 10/18/13 | 234114 | 50.58- |
| 00001 | G & K SERVICES | 1035414438 | 00137013 | 13000178 | MOP/MAT 9/03 CONSTR | 10/18/13 | 234114 | 6.40- |
| 00001 | G & K SERVICES | 1035416601 | 00137013 | 13000179 | MOP/MAT 9/10 CONSTR | 10/18/13 | 234114 | 6.40- |
| 00001 | G & K SERVICES | 1035418743 | 00137013 | 13000180 | MOP/MAT 9/17 CONSTR | 10/18/13 | 234114 | 6.40- |
| 00001 | G & K SERVICES | 10354720895 | 00137013 | 13000181 | MOP/MAT 9/24 CONSTR | 10/18/13 | 234114 | 6.40- |
| 00001 | G & K SERVICES | 1035414458 | 00137013 | 13000182 | UNIFORMMS 9/03 AIRPORT | 10/18/13 | 234114 | 16.70- |
| 00001 | G & K SERVICES | 1035416621 | 00137013 | 13000183 | UNIFORMS 9/10 AIRPORT | 10/18/13 | 234114 | 16.70- |
| 00001 | G & K SERVICES | 1035418763 | 00137013 | 13000184 | UNIFORMS 9/17 AIRPORT | 10/18/13 | 234114 | 16.70- |
| 00001 | G & K SERVICES | 1035420915 | 00137013 | 13000185 | UNIFORMS 9/24 AIRPORT | 10/18/13 | 234114 | 13.06- |
| G & KSERVICES | | | | | | | | |
| Sum | | | | | | | | 371.80- |
| 00001 | G G A ADMINISTRATORS | CAFE PLAN AD | 00137276 | 13000247 | CAFE PLAN ADM FEES 9/13 | 10/18/13 | 234115 | 293.80- |

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| G G AADMINISTRATORS | | | | | | | | |
| Sum | | | | | | | | 293.80- |
| 00001 | GALL'S INC | 001035054 | 00136826 | 13000082 | SHOULDER EPAULETTES POLICE | 10/18/13 | 234116 | 170.99- |
| GALL'SINC | | | | | | | | |
| Sum | | | | | | | | 170.99- |
| 00001 | GARNER LUMLEY ELECTRIC S | 492969 | 00137135 | 13000436 | ELEC SUPP FUEL FACILITY LITES | 10/18/13 | 234118 | 69.05- |
| GARNERLUMLEY ELECTRIC S | | | | | | | | |
| Sum | | | | | | | | 69.05- |
| 00001 | GEO-JOBE GIS CONSULTING | 5525 | 00136518 | 13000335 | GIS WEB MAPPING | 10/18/13 | 234120 | 2,429.66- |
| GEO-JOBE GIS CONSULTING | | | | | | | | |
| Sum | | | | | | | | 2,429.66- |
| 00001 | GIL MFG INC | 5070 | 00137429 | 13000358 | MOSQUITO TRUCK PUMP | 10/18/13 | 234121 | 1,650.00- |
| GIL MFG INC | | | | | | | | |
| Sum | | | | | | | | 1,650.00- |
| 00001 | GILLILANDS ELECTRONICS S | 55623 | 00137020 | 13000065 | TIME CLOCK DROP #5 FIRE DEPT | 10/18/13 | 234124 | 76.53- |
| 00001 | GILLILANDS ELECTRONICS S | 55624 | 00137020 | 13000066 | TIME CLOCK DROP #4 FIRE STA | 10/18/13 | 234124 | 76.53- |
| 00001 | GILLILANDS ELECTRONICS S | 55625 | 00137020 | 13000067 | TIME CLOCK DROP #7 FIRE STA | 10/18/13 | 234124 | 314.48- |
| 00001 | GILLILANDS ELECTRONICS S | 55626 | 00137020 | 13000068 | TIME CLOCK DROP #1 FIRE STA | 10/18/13 | 234124 | 77.91- |
| 00001 | GILLILANDS ELECTRONICS S | 55641 | 00137020 | 13000069 | HANDSET CORDS PUBLIC WORKS | 10/18/13 | 234124 | 26.64- |
| 00001 | GILLILANDS ELECTRONICS S | 55654 | 00137020 | 13000070 | TIME CLOCK DROP WTR PLT #2 | 10/18/13 | 234124 | 184.15- |
| 00001 | GILLILANDS ELECTRONICS S | 55661 | 00137020 | 13000071 | TIME CLOCK DROP CITY HALL | 10/18/13 | 234124 | 280.89- |
| 00001 | GILLILANDS ELECTRONICS S | 55662 | 00137020 | 13000072 | TIME CLOCK DROP WTR PLANT | 10/18/13 | 234124 | 76.53- |
| 00001 | GILLILANDS ELECTRONICS S | 55680 | 00137020 | 13000073 | YEARLY ALARM MONITORING IT | 10/18/13 | 234124 | 900.00- |
| 00001 | GILLILANDS ELECTRONICS S | 55681 | 00137020 | 13000074 | YEARLY ALARM MONITORING MAYOR | 10/18/13 | 234124 | 900.00- |
| 00001 | GILLILANDS ELECTRONICS S | 55682 | 00137020 | 13000075 | YEARLY ALARM MONITORING TAX | 10/18/13 | 234124 | 540.00- |
| 00001 | GILLILANDS ELECTRONICS S | 55748 | 00137020 | 13000076 | CHECK DOOR BELL #1 FIRE STA | 10/18/13 | 234124 | 70.00- |
| 00001 | GILLILANDS ELECTRONICS S | 55749 | 00137020 | 13000077 | ALARM BATTERY INFO TECH | 10/18/13 | 234124 | 108.93- |
| 00001 | GILLILANDS ELECTRONICS S | 55759 | 00137020 | 13000078 | TIME CLOCK DROP #3 FIRE STA | 10/18/13 | 234124 | 70.00- |
| 00001 | GILLILANDS ELECTRONICS S | 55644 | 00137142 | 13000167 | PHONE REPR PUBLIC WORKS | 10/18/13 | 234124 | 772.70- |
| GILLILANDS ELECTRONICS S | | | | | | | | |
| Sum | | | | | | | | 4,475.29- |
| 00001 | GLOCK INC | TRP/10004794 | 00137119 | 13000132 | REG DAVIS 10/08/13 GULFPORT | 10/18/13 | 234125 | 195.00- |
| GLOCKINC | | | | | | | | |
| Sum | | | | | | | | 195.00- |
| 00001 | H'BURG HYDRAULICS INC | 53125 | 00136704 | 13000213 | REPRS U#14618 STREET | 10/18/13 | 234129 | 308.01- |
| 00001 | H'BURG HYDRAULICS INC | 53172 | 00136865 | 13000228 | REPR PTS U#14410 SANIT | 10/18/13 | 234129 | 80.72- |
| 00001 | H'BURG HYDRAULICS INC | 53073 | 00136662 | 13000229 | REPR PTS U#17722 SANIT | 10/18/13 | 234129 | 179.26- |
| H'BURGHYDRAULICS INC | | | | | | | | |
| Sum | | | | | | | | 567.99- |
| 00001 | HANSON, LISA | MILEAGE 12/1 | 00137496 | 13000475 | MILEAGE-1099 SEMINAR PEARL,MS | 10/18/13 | 234131 | 99.44- |

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|---|---|---|---|---|---|---|---|---|
| HANSON, LISA | | | | | | | | |
| Sum | | | | | | | | 99.44- |
| 00001 | HARRELL, KENNY (POLL WOR | 9/24/13 SPEC | 00201446 | 13000392 | 9/24/13 SPECIAL ELECTION | 10/18/13 | 234132 | 80.00- |
| HARRELL, KENNY (POLL WOR | | | | | | | | |
| Sum | | | | | | | | 80.00- |
| 00001 | HARVEY, ROBERT G | 10/13 | 00201415 | 13000004 | PETTY CASH FOR NEW F/Y | 10/03/13 | 18175 | 300.00- |
| HARVEY, ROBERT G | | | | | | | | |
| Sum | | | | | | | | 300.00- |
| 00001 | HEALTHWORKS LLC | 2500-24-2716 | 00137195 | 13000190 | EMP POST ACCIDENT DRUG SCREEN | 10/18/13 | 234133 | 331.00- |
| 00001 | HEALTHWORKS LLC | 2025000123 9 | 00137194 | 13000196 | PRE-EMP PHYSICALS LATERALS | 10/18/13 | 234133 | 1,082.00- |
| HEALTHWORKS LLC | | | | | | | | |
| Sum | | | | | | | | 1,413.00- |
| 00001 | HEAVYQUIP | 121115-01 | 00136869 | 13000326 | REPR PTS U#14618 STREET | 10/18/13 | 234134 | 1,904.50- |
| 00001 | HEAVYQUIP | 121116-01 | 00136877 | 13000327 | REPR PTS U#16076 STREET | 10/18/13 | 234134 | 1,600.00- |
| HEAVYQUIP | | | | | | | | |
| Sum | | | | | | | | 3,504.50- |
| 00001 | HICKS, INES F (#75935) | 10/13 | 00201415 | 13000003 | PETTY CASH FOR NEW F/Y | 10/03/13 | 18174 | 900.00- |
| HICKS,INES F (#75935) | | | | | | | | |
| Sum | | | | | | | | 900.00- |
| 00001 | HILL, LEROY COFFEE CO IN | 14318 | 00137480 | 13000413 | COFFEE SERV M/ADM | 10/18/13 | 234137 | 142.22- |
| HILL,LEROY COFFEE CO IN | | | | | | | | |
| Sum | | | | | | | | 142.22- |
| 00001 | HOLLAND VETERINARY HOSPI | 4171 245470 | 00137453 | 13000389 | CANINE EUTHANASIA | 10/18/13 | 234138 | 65.00- |
| 00001 | HOLLAND VETERINARY HOSPI | 4171 245469 | 00137453 | 13000390 | SQUIRREL EUTHANASIA | 10/18/13 | 234138 | 15.00- |
| HOLLAND VETERINARY HOSPI | | | | | | | | |
| Sum | | | | | | | | 80.00- |
| 00001 | HOOKER, LATONYA | TRAVEL REIMB | 00137433 | 13000347 | EXPNS GRANT WORKSHOP ATLANTA | 10/18/13 | 234142 | 100.87- |
| HOOKER, LATONYA | | | | | | | | |
| Sum | | | | | | | | 100.87- |
| 00001 | IHS GLOBAL, INC | 02738231 | 00137283 | 13000348 | FIRE MARSHALL CODE BOOK | 10/18/13 | 234146 | 149.00- |
| IHS GLOBAL, INC | | | | | | | | |
| Sum | | | | | | | | 149.00- |
| 00001 | INDOFF INC | 2344647 | 00136809 | 13000021 | OFFICE SUPP PLANNING DEPT | 10/18/13 | 234148 | 649.75- |
| 00001 | INDOFF INC | 2345321 | 00136880 | 13000034 | OFFICE SUPP P/F ACADEMY | 10/18/13 | 234148 | 258.75- |
| 00001 | INDOFF INC | 2345349 | 00136879 | 13000036 | RULE TAPES P/F ADADEMY | 10/18/13 | 234148 | 67.83- |
| 00001 | INDOFF INC | 2345360 | 00136879 | 13000037 | OFFICE SUPP P/F ACADEMY | 10/18/13 | 234148 | 259.84- |
| 00001 | INDOFF INC | 2350587 | 00137137 | 13000312 | COPY PAPER FIRE DEPT | 10/18/13 | 234148 | 171.60- |
| 00001 | INDOFF INC | 2350315 | 00137031 | 13000313 | JANIT SUPP FIRE DEPT | 10/18/13 | 234148 | 2,048.27- |
| 00001 | INDOFF INC | 2350364 | 00137031 | 13000314 | JANIT SUPP FIRE DEPT | 10/18/13 | 234148 | 210.87- |

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| 00001 | INDOFF INC | 2350365 | 00137031 | 13000315 | JANIT SUPP FIRE DEPT | 10/18/13 | 234148 | 171.96- |
| 00001 | INDOFF INC | 2349475 | 00136894 | 13000321 | OFFICE FURNITURE LAND CODE | 10/18/13 | 234148 | 2,299.98- |
| 00001 | INDOFF INC | 2351124 | 00137132 | 13000349 | JANIT SUPP FIRE DEPT | 10/18/13 | 234148 | 223.50- |
| 00001 | INDOFF INC | 2346033 | 00136900 | 13000353 | OFFICE FURNITURE LAND CODE | 10/18/13 | 234148 | 1,344.85- |
| 00001 | INDOFF INC | 2346128 | 00136900 | 13000354 | OFFICE FURNITURE LAND CODE | 10/18/13 | 234148 | 255.93- |
| 00001 | INDOFF INC | 2345470 | 00136900 | 13000355 | OFFICE FURNITURE LAND CODE | 10/18/13 | 234148 | 89.99- |
| INDOFFINC | | | | | | | | |
| Sum | | | | | | | | 8,053.12- |
| 00001 | INTERFACE SECURITY SYSTE | 16996053 | 00137109 | 13000135 | SECURITY 10/13 HILND CEM OFFC | 10/18/13 | 234149 | 31.45- |
| INTERFACE SECURITY SYSTE | | | | | | | | |
| Sum | | | | | | | | 31.45- |
| 00001 | IRBY, STUART C CO | S007786892.0 | 00136693 | 13000049 | WIRE CADDY CONSTR DEPT | 10/18/13 | 234150 | 115.00- |
| 00001 | IRBY, STUART C CO | S007832018.0 | 00136693 | 13000050 | ELEC SUPP D/T LIGHTS CONSTR | 10/18/13 | 234150 | 145.08- |
| 00001 | IRBY, STUART C CO | S007850605.0 | 00136960 | 13000079 | ELEC SUPP TRAIN DEPOT LIGHTS | 10/18/13 | 234150 | 259.47- |
| 00001 | IRBY, STUART C CO | S007741309.0 | 00136603 | 13000102 | LIGHTS FOR FUEL FACILITY | 10/18/13 | 234150 | 7,198.80- |
| 00001 | IRBY, STUART C CO | S007850866.0 | 00136976 | 13000160 | ELEC SUPP LIGHTS P/F ACADEMY | 10/18/13 | 234150 | 130.76- |
| 00001 | IRBY, STUART C CO | S007849511.0 | 00137102 | 13000301 | LIGHT BULBS 2ND FLR CITY HALL | 10/18/13 | 234150 | 79.50- |
| 00001 | IRBY, STUART C CO | S007870627.0 | 00136999 | 13000431 | ELEC SUPP P/W BREAKRM LIGHTS | 10/18/13 | 234150 | 45.60- |
| IRBY,STUART C CO | | | | | | | | |
| Sum | | | | | | | | 7,974.21- |
| 00001 | J M H GRAPHICS | 25945 | 00136409 | 13000370 | PARKING METER BAGS | 10/18/13 | 234152 | 480.00- |
| J M HGRAPHICS | | | | | | | | |
| Sum | | | | | | | | 480.00- |
| 00001 | JOHNNY'S WRECKER SERVICE | 22076 | 00137319 | 13000481 | TOWING U#16082 STREET | 10/18/13 | 234158 | 250.00- |
| 00001 | JOHNNY'S WRECKER SERVICE | 22004 | 00137319 | 13000482 | TOWING U#14407 SANIT | 10/18/13 | 234158 | 350.00- |
| JOHNNY'S WRECKER SERVICE | | | | | | | | |
| Sum | | | | | | | | 600.00- |
| 00001 | JONES & BARTLETT PUBLISH | 2853059 | 00136984 | 13000284 | RECRUIT CLASS BOOKS ACADEMY | 10/18/13 | 234161 | 1,398.62- |
| JONES& BARTLETT PUBLISH | | | | | | | | |
| Sum | | | | | | | | 1,398.62- |
| 00001 | JONES, TURNER (ELECTION | 9/24/13 SPEC | 00201445 | 13000400 | 9/24/13 SPECIAL ELECTION | 10/18/13 | 234162 | 1,563.30- |
| JONES,TURNER (ELECTION | | | | | | | | |
| Sum | | | | | | | | 1,563.30- |
| 00001 | KELLUM, MICHAEL | TRAVEL REIMB | 00137016 | 13000098 | EXPNS HAZ MATL TRAINING | 10/18/13 | 234164 | 136.91- |
| KELLUM, MICHAEL | | | | | | | | |
| Sum | | | | | | | | 136.91- |
| 00001 | KENTWOOD SPRINGWATER | 406948 | 00137129 | 13000124 | DRINKING WATER POLICE DEPT | 10/18/13 | 234165 | 213.50- |
| 00001 | KENTWOOD SPRINGWATER | 437929 | 00137454 | 13000383 | DRINKING WATER POLICE DEPT | 10/18/13 | 234165 | 103.65- |
| KENTWOOD SPRINGWATER | | | | | | | | |

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|---|---|---|---|---|---|---|---|---|
| Sum | | | | | | | | 317.15- |
| 00001 | KINNAN, JOSEPH (ELECTION | 9/24/13 SPEC | 00201445 | 13000401 | 9/24/13 SPECIAL ELECTION | 10/18/13 | 234168 | 1,774.60- |
| KINNAN, JOSEPH (ELECTION | | | | | | | | |
| Sum | | | | | | | | 1,774.60- |
| 00001 | KONE INC (MONTGOMERY KON | 221302349 | 00137345 | 13000282 | MAINT 10/13-9/14 POLICE DEPT | 10/18/13 | 234172 | 12,469.20- |
| 00001 | KONE INC (MONTGOMERY KON | 221300753 | 00137464 | 13000382 | MAINT 10/13-12/13 CITY HALL | 10/18/13 | 234172 | 1,100.97- |
| KONE INC (MONTGOMERY KON | | | | | | | | |
| Sum | | | | | | | | 13,570.17- |
| 00001 | LANCASTER'S MACHINE & WE | 21477 | 00136912 | 13000443 | REPRS U#14402 SANIT | 10/18/13 | 234173 | 1,200.00- |
| LANCASTER'S MACHINE & WE | | | | | | | | |
| Sum | | | | | | | | 1,200.00- |
| 00001 | LEXISNEXIS MATTHEW BENDE | 49587846 | 00137041 | 13000016 | MS CODE SUPLMNTS M/ADM | 10/18/13 | 234179 | 14.24- |
| 00001 | LEXISNEXIS MATTHEW BENDE | 4958782X | 00137041 | 13000017 | MS CODE SUPLMNTS M/ADM | 10/18/13 | 234179 | 14.24- |
| 00001 | LEXISNEXIS MATTHEW BENDE | 49587838 | 00137041 | 13000018 | MS CODE SUPLMNTS M/ADM | 10/18/13 | 234179 | 14.24- |
| 00001 | LEXISNEXIS MATTHEW BENDE | 49587854 | 00137041 | 13000019 | MS CODE SUPLMNTS VARI DEPTS | 10/18/13 | 234179 | 1,352.93- |
| LEXISNEXIS MATTHEW BENDE | | | | | | | | |
| Sum | | | | | | | | 1,395.65- |
| 00001 | LORMAN EDUCATION SERVICE | REG-HANSON 1 | 00137491 | 13000476 | REG-HANSON SMNAR PEARL,MS | 10/18/13 | 234181 | 339.00- |
| LORMANEDUCATION SERVICE | | | | | | | | |
| Sum | | | | | | | | 339.00- |
| 00001 | LOWE'S OF HATTIESBURG IN | 967801 | 00136530 | 13000309 | SCRAPPER BLADES | 10/18/13 | 234182 | 20.46- |
| 00001 | LOWE'S OF HATTIESBURG IN | 905947 | 00136397 | 13000311 | BLDG SUPP P/F ACADEMY | 10/18/13 | 234182 | 101.47- |
| 00001 | LOWE'S OF HATTIESBURG IN | 967549 | 00136290 | 13000330 | HAND TOOLS CONSTR DEPT | 10/18/13 | 234182 | 168.10- |
| 00001 | LOWE'S OF HATTIESBURG IN | 909396 | 00136100 | 13000331 | MISC SUPP CONSTR DEPT USE | 10/18/13 | 234182 | 191.14- |
| LOWE'SOF HATTIESBURG IN | | | | | | | | |
| Sum | | | | | | | | 481.17- |
| 00001 | MARVIN'S INC | 15318623-415 | 00136606 | 13000043 | CEMENT STREET STOCK | 10/18/13 | 234186 | 682.50- |
| 00001 | MARVIN'S INC | 15317707-415 | 00136496 | 13000093 | PAVERS LAKEVIEW RANGE REPRS | 10/18/13 | 234186 | 47.88- |
| 00001 | MARVIN'S INC | 15317621-415 | 00136454 | 13000162 | PAVERS/MATLS LAKEVIEW REPRS | 10/18/13 | 234186 | 68.08- |
| MARVIN'S INC | | | | | | | | |
| Sum | | | | | | | | 798.46- |
| 00001 | MCCAIN UNIFORMS | 265644-1 | 00136682 | 13000035 | JACKETS JOHNSON/MORSE/DAVIS | 10/18/13 | 234187 | 217.00- |
| 00001 | MCCAIN UNIFORMS | 254849-1 | 00137083 | 13000148 | MTRCYCLE BOOTS HOLMES POLICE | 10/18/13 | 234187 | 310.00- |
| 00001 | MCCAIN UNIFORMS | 264083-1 | 00135355 | 13000306 | MTRCYCLE BOOTS-FONTAINE | 10/18/13 | 234187 | 310.00- |
| 00001 | MCCAIN UNIFORMS | 267058-1 | 00136827 | 13000456 | UNIFORM SHOULDER EMBLEMS | 10/18/13 | 234187 | 440.00- |
| MCCAINUNIFORMS | | | | | | | | |
| Sum | | | | | | | | 1,277.00- |
| 00001 | MCELHANEY PLUMBING INC | 206746 | 00136132 | 13000113 | HARDWARE SUPP 9/13 POLICE DEPT | 10/18/13 | 234188 | 42.13- |
| 00001 | MCELHANEY PLUMBING INC | 211905 | 00137103 | 13000245 | A/C INSTALL PARTS CITY HALL | 10/18/13 | 234188 | 122.15- |

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| MCELHANEY PLUMBING INC | | | | | | | | |
| Sum | | | | | | | | 164.28- |
| 00001 | MCLELLAND TV COMPANY INC | 26418 | 00136593 | 13000161 | PROJECTOR SCREEN P/F ACADEMY | 10/18/13 | 234190 | 882.00- |
| MCLELLAND TV COMPANY INC | | | | | | | | |
| Sum | | | | | | | | 882.00- |
| 00001 | MCMULLAN EQUIPMENT CO | 150234P | 00137079 | 13000152 | REPR PTS POLICE STOCK | 10/18/13 | 234192 | 120.00- |
| 00001 | MCMULLAN EQUIPMENT CO | 346374 | 00137242 | 13000251 | REPRS U#19100 POLICE | 10/18/13 | 234192 | 727.71- |
| MCMULLAN EQUIPMENT CO | | | | | | | | |
| Sum | | | | | | | | 847.71- |
| 00001 | MEGAGATE | 205876-00 9/ | 00137279 | 13000242 | INET/NETWORK 10/13 INFO TECH | 10/18/13 | 234196 | 13,147.57- |
| MEGAGATE | | | | | | | | |
| Sum | | | | | | | | 13,147.57- |
| 00001 | METRO CRIMESTOPPERS INC | CITY COURT C | 00020144 | 13000059 | CITY COURT COST 9/13 | 10/04/13 | 18192 | 1,565.48- |
| METROCRIMESTOPPERS INC | | | | | | | | |
| Sum | | | | | | | | 1,565.48- |
| 00001 | MID SOUTH UNIFORM & SUPP | 504606 | 00136668 | 13000458 | GARRISON BELTS POLICE DEPT | 10/18/13 | 234197 | 767.80- |
| MID SOUTH UNIFORM & SUPP | | | | | | | | |
| Sum | | | | | | | | 767.80- |
| 00001 | MOBLEY, GWEN (REFUNDS) | POLICE CASH | 00201414 | 13000002 | POLICE CASH BOND REFUND | 10/03/13 | 18173 | 537.00- |
| MOBLEY, GWEN (REFUNDS) | | | | | | | | |
| Sum | | | | | | | | 537.00- |
| 00001 | MOLLY MAID | SERVS 10/13 | 00137066 | 13000106 | SERVS 10/13 CEM/FORESTRY | 10/18/13 | 234202 | 245.00- |
| MOLLYMAID | | | | | | | | |
| Sum | | | | | | | | 245.00- |
| 00001 | MOMAR INC | A47422 | 00137256 | 13000345 | CAR WASH SOAP POLICE DEPT | 10/18/13 | 234203 | 241.18- |
| 00001 | MOMAR INC | A47049 | 00137115 | 13000367 | PLUMB SUPP CONSTR DEPT | 10/18/13 | 234203 | 391.02- |
| MOMARINC | | | | | | | | |
| Sum | | | | | | | | 632.20- |
| 00001 | MORSE, BRYAN | TRAVEL REIMB | 00137341 | 13000285 | EXPNS PICK UP POLICE K-9 TX | 10/18/13 | 234206 | 484.25- |
| MORSE,BRYAN | | | | | | | | |
| Sum | | | | | | | | 484.25- |
| 00001 | MS DEPT OF INFORMATION T | IN 601 COZ27 | 00201412 | 13000143 | NCIC CHARGE 9/13 POLICE | 10/18/13 | 234207 | 224.00- |
| 00001 | MS DEPT OF INFORMATION T | IN 601 COH19 | 00201413 | 13000144 | LONG DISTANCE 9/13 VARI DEPTS | 10/18/13 | 234207 | 13,659.84- |
| MS DEPT OF INFORMATION T | | | | | | | | |
| Sum | | | | | | | | 13,883.84- |
| 00001 | MS FIRE & SAFETY OF HBUR | 37073 | 00137134 | 13000235 | REPLACE EXTINGUISHER FORESTRY | 10/18/13 | 234208 | 63.00- |
| MS FIRE & SAFETY OF HBUR | | | | | | | | |

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|---|---|---|---|---|---|---|---|---|
| Sum | | | | | | | | 63.00- |
| 00001 | MS MUNICIPAL LEAGUE | 19345 | 00137294 | 13000248 | MBRSHP DUES 10/13-9/14 | 10/18/13 | 234210 | 14,097.00- |
| MS MUNICIPAL LEAGUE | | | | | | | | |
| Sum | | | | | | | | 14,097.00- |
| 00001 | MS MUNICIPAL WORKERS' CO | 5126 | 00137105 | 13000115 | 1ST INSTLMNT FY 10/13-9/14 | 10/18/13 | 234211 | 266,453.00- |
| MS MUNICIPAL WORKERS' CO | | | | | | | | |
| Sum | | | | | | | | 266,453.00- |
| 00001 | MS POWER COMPANY | 10/13 GENERA | 00020141 | 13000377 | MNTHLY ELEC-GENERAL | 10/18/13 | 234213 | 7,899.23- |
| MS POWER COMPANY | | | | | | | | |
| Sum | | | | | | | | 7,899.23- |
| 00001 | MS STATE DEVELOPMENT AUT | GRANT#R 103- | 00201433 | 13000337 | HCL LEVERAGE LENDER LLS | 10/15/13 | 18203 | 10,117.67- |
| MS STATE DEVELOPMENT AUT | | | | | | | | |
| Sum | | | | | | | | 10,117.67- |
| 00001 | MS STATE/SECRETARY OF ST | NOTARY FEE-J | 00137488 | 13000479 | NOTARY FEE-JACKSON-LAND CODE | 10/18/13 | 234214 | 25.00- |
| MS STATE/SECRETARY OF ST | | | | | | | | |
| Sum | | | | | | | | 25.00- |
| 00001 | MS STATE/TAX COMM/TAX EX | PO#134903 7/ | 00134903 | 13000206 | TAGS U#19115,U#19116 LD CODE | 10/18/13 | 234215 | 24.00- |
| MS STATE/TAX COMM/TAX EX | | | | | | | | |
| Sum | | | | | | | | 24.00- |
| 00001 | MS STATE/TAX COMM/UNDERC | PO#137510 10 | 00137510 | 13000477 | TAG RNWLS UNDERCOVER UNITS | 10/18/13 | 234216 | 44.25- |
| MS STATE/TAX COMM/UNDERC | | | | | | | | |
| Sum | | | | | | | | 44.25- |
| 00001 | MS STATE/TREASURER/FINAN | | 00020145 | 13000060 | | 10/04/13 | 18191 | 88,085.77- |
| MS STATE/TREASURER/FINAN | | | | | | | | |
| Sum | | | | | | | | 88,085.77- |
| 00001 | MULTITECH OFFICE MACHINE | 13090978 | 00136748 | 13000020 | PRINTER/FAX SUPP ACCTG DEPT | 10/18/13 | 234218 | 558.80- |
| MULTITECH OFFICE MACHINE | | | | | | | | |
| Sum | | | | | | | | 558.80- |
| 00001 | MYERS UNDERGROUND UTILIT | APPL #4 GENE | 00137483 | 13000437 | SRVS 8/31-9/30 W 5TH ST SEWER | 10/18/13 | 234219 | 6,155.33- |
| MYERSUNDERGROUND UTILIT | | | | | | | | |
| Sum | | | | | | | | 6,155.33- |
| 00001 | N & H ELECTRONIC DISTRIB | 121435 | 00136760 | 13000103 | ITEMS FOR GUARD RAILS | 10/18/13 | 234221 | 18.38- |
| 00001 | N & H ELECTRONIC DISTRIB | 121925 | 00137114 | 13000316 | ALARM SYS BATTERIES #7 FIRE | 10/18/13 | 234221 | 51.30- |
| N & HELECTRONIC DISTRIB | | | | | | | | |
| Sum | | | | | | | | 69.68- |
| 00001 | NADA APPRAISAL GUIDES | 587231 | 00137397 | 13000338 | OLDER USED CAR GUIDE | 10/18/13 | 234222 | 75.00- |

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| NADA APPRAISAL GUIDES | | | | | | | | |
| Sum | | | | | | | | 75.00- |
| 00001 | NAPA AUTO PARTS | 469394 | 00137012 | 13000038 | BATTERIES U#14517 FIRE DEPT | 10/18/13 | 234223 | 521.12- |
| 00001 | NAPA AUTO PARTS | 496753 | 00137152 | 13000430 | REPR PTS U#11839 STREET | 10/18/13 | 234223 | 42.16- |
| NAPA AUTO PARTS | | | | | | | | |
| Sum | | | | | | | | 563.28- |
| 00001 | NATIONAL DOUBLE SUTCH LE | PERFORMANCE | 00137456 | 13000379 | NDDL PERFORMANCE HEALTH DAY | 10/18/13 | 234224 | 2,000.00- |
| NATIONAL DOUBLE SUTCH LE | | | | | | | | |
| Sum | | | | | | | | 2,000.00- |
| 00001 | NATL LEAGUE OF CITIES | REG-DUPREE 1 | 00137243 | 13000241 | REG-DUPREE-WASHINGTON | 10/18/13 | 234225 | 645.00- |
| NATL LEAGUE OF CITIES | | | | | | | | |
| Sum | | | | | | | | 645.00- |
| 00001 | NATL LEAGUE OF CITIES/CI | 402808 | 00137342 | 13000280 | REG ADJ DUPREE PO#137243 | 10/18/13 | 234226 | 200.00- |
| NATL LEAGUE OF CITIES/CI | | | | | | | | |
| Sum | | | | | | | | 200.00- |
| 00001 | NATL RIFLE ASSN (LEAD) | 000152131924 | 00137118 | 13000131 | MBRSHP RNWL FONTAINE | 10/18/13 | 234227 | 85.00- |
| NATL RIFLE ASSN (LEAD) | | | | | | | | |
| Sum | | | | | | | | 85.00- |
| 00001 | NAVIGATION ELECTRONICS I | 0042811-IN G | 00137206 | 13000188 | REG-GOPALAN 10/23-24 GIS TRNG | 10/18/13 | 234228 | 695.00- |
| 00001 | NAVIGATION ELECTRONICS I | 0042811-IN B | 00137206 | 13000189 | REG-BROWN 10/23-24 GIS TRNG | 10/18/13 | 234228 | 695.00- |
| 00001 | NAVIGATION ELECTRONICS I | 0042977-IN D | 00137493 | 13000483 | REG-DAVIDSON 10/23-24 GIS MAP | 10/18/13 | 234228 | 695.00- |
| NAVIGATION ELECTRONICS I | | | | | | | | |
| Sum | | | | | | | | 2,085.00- |
| 00001 | NEWELL PAPER COMPANY | 573029 | 00136941 | 13000030 | COPY PAPER GG INS | 10/18/13 | 234231 | 424.50- |
| 00001 | NEWELL PAPER COMPANY | 572647 | 00136810 | 13000042 | TRASH BAGS PUBLIC WORKS | 10/18/13 | 234231 | 580.80- |
| 00001 | NEWELL PAPER COMPANY | 572472 | 00136651 | 13000054 | JANIT SUPP AIRPORT MAINT | 10/18/13 | 234231 | 70.07- |
| 00001 | NEWELL PAPER COMPANY | 572578 | 00136728 | 13000062 | PAPER TOWELS ACCTG/PURCH | 10/18/13 | 234231 | 136.00- |
| 00001 | NEWELL PAPER COMPANY | 572774 | 00136728 | 13000063 | PAPER TOWELS ACCTG/PURCH | 10/18/13 | 234231 | 68.00- |
| 00001 | NEWELL PAPER COMPANY | 569981 | 00135946 | 13000234 | JANIT SUPP CEM/FORESTRY | 10/18/13 | 234231 | 98.40- |
| 00001 | NEWELL PAPER COMPANY | 574153 | 00137330 | 13000455 | VACUUM CLEANER REPR ACCTG | 10/18/13 | 234231 | 56.54- |
| 00001 | NEWELL PAPER COMPANY | 573922 | 00137188 | 13000461 | JANIT SUPP TRAFFIC/CONSTR | 10/18/13 | 234231 | 416.79- |
| NEWELLPAPER COMPANY | | | | | | | | |
| Sum | | | | | | | | 1,851.10- |
| 00001 | NICHOLSON & COMPANY PLLC | 166433 | 00201451 | 13000452 | INERIM BILLING '12-'13 AUDIT | 10/18/13 | 234232 | 20,000.00- |
| NICHOLSON & COMPANY PLLC | | | | | | | | |
| Sum | | | | | | | | 20,000.00- |
| 00001 | NORFOLK SOUTHERN CORP | 90099057 | 00137172 | 13000169 | 11/13 LEASE RR ST PK LOT | 10/18/13 | 234233 | 1,429.59- |
| NORFOLK SOUTHERN CORP | | | | | | | | |
| Sum | | | | | | | | 1,429.59- |

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| 00001 | OFFICE DEPOT INC | 677122227001 | 00136477 | 13000025 | OFFICE SUPP MPO DEPT | 10/18/13 | 234237 | 103.08- |
| 00001 | OFFICE DEPOT INC | 677122362001 | 00136479 | 13000026 | COMPUTER SUPP MPO DEPT | 10/18/13 | 234237 | 109.99- |
| 00001 | OFFICE DEPOT INC | 676023042001 | 00136210 | 13000112 | CREDIT | 10/18/13 | 234237 | 43.32 |
| 00001 | OFFICE DEPOT INC | 16179495541 | 00136867 | 13000164 | COMPUTER SUPP TRAFFIC DEPT | 10/18/13 | 234237 | 42.98- |
| OFFICEDEPOT INC | | | | | | | | |
| Sum | | | | | | | | 212.73- |
| 00001 | ORION PLANNING GROUP | #18 | 00137513 | 13000474 | SERVS 9/13 LAND CODE UPDATE | 10/18/13 | 234238 | 4,434.06- |
| ORIONPLANNING GROUP | | | | | | | | |
| Sum | | | | | | | | 4,434.06- |
| 00001 | OTTO ENVIRONMENTAL SYS N | 5319937 | 00136412 | 13000052 | GARBAGE CANS VARI LOC | 10/18/13 | 234240 | 5,239.00- |
| OTTO ENVIRONMENTAL SYS N | | | | | | | | |
| Sum | | | | | | | | 5,239.00- |
| 00001 | OWENS BUSINESS MACHINES | 258955 | 00137094 | 13000249 | COPIER TONER POLICE DEPT | 10/18/13 | 234242 | 459.96- |
| 00001 | OWENS BUSINESS MACHINES | 257082 | 00136249 | 13000266 | MOVE COPIER SANIT TO SHOP | 10/18/13 | 234242 | 99.00- |
| OWENSBUSINESS MACHINES | | | | | | | | |
| Sum | | | | | | | | 558.96- |
| 00001 | PEANUTS TOWING SERVICE | 64464 | 00137005 | 13000092 | TOWING U#17356 POLICE | 10/18/13 | 234244 | 65.00- |
| 00001 | PEANUTS TOWING SERVICE | 64515 | 00137124 | 13000129 | TOWING CRIME SCENE VEHICLE | 10/18/13 | 234244 | 175.00- |
| 00001 | PEANUTS TOWING SERVICE | 64551 | 00137296 | 13000252 | TOWING CRIME SCENE VEHICLE | 10/18/13 | 234244 | 100.00- |
| 00001 | PEANUTS TOWING SERVICE | 63161 | 00137296 | 13000253 | TOWING UNDERCOVER UNIT | 10/18/13 | 234244 | 75.00- |
| 00001 | PEANUTS TOWING SERVICE | 64566 | 00137452 | 13000385 | TOWING U#17893 POLICE | 10/18/13 | 234244 | 137.00- |
| 00001 | PEANUTS TOWING SERVICE | 64530 | 00137452 | 13000386 | TOWING SEIZED VEHICLE | 10/18/13 | 234244 | 100.00- |
| 00001 | PEANUTS TOWING SERVICE | 64535 | 00137452 | 13000387 | TOWING SEIZED VEHICLE | 10/18/13 | 234244 | 100.00- |
| PEANUTS TOWING SERVICE | | | | | | | | |
| Sum | | | | | | | | 752.00- |
| 00001 | PEARL RIVER VALLEY EPA ( | 102100005 10 | 00020141 | 13000375 | MNTHLY 10/13 #8 FIRE STA | 10/18/13 | 234245 | 928.03- |
| 00001 | PEARL RIVER VALLEY EPA ( | 10/13 GENERA | 00020141 | 13000376 | MNTHLY 10/13 PUBLIC SERVICES | 10/18/13 | 234245 | 5,714.69- |
| PEARLRIVER VALLEY EPA ( | | | | | | | | |
| Sum | | | | | | | | 6,642.72- |
| 00001 | PERKINS, SANDE NOEL | 10/13 | 00201415 | 13000006 | PETTY CASH FOR NEW F/Y | 10/03/13 | 18177 | 300.00- |
| PERKINS, SANDE NOEL | | | | | | | | |
| Sum | | | | | | | | 300.00- |
| 00001 | PICKERING, ROBERT V | 10/13 | 00201415 | 13000008 | PETTY CASH FOR NEW F/Y | 10/03/13 | 18179 | 200.00- |
| PICKERING, ROBERT V | | | | | | | | |
| Sum | | | | | | | | 200.00- |
| 00001 | PINE BELT OIL COMPANY IN | POLICE 9/1-9 | 00137145 | 13000146 | MINIT MART CHGS 9/13 POLICE | 10/18/13 | 234249 | 5,529.60- |
| 00001 | PINE BELT OIL COMPANY IN | FIRE 9/1-9/3 | 00137145 | 13000147 | MINIT MART CHGS 9/13 FIRE DEP | 10/18/13 | 234249 | 1,569.67- |
| 00001 | PINE BELT OIL COMPANY IN | 1012893 | 00137010 | 13000186 | WEEKLY GASOLINE PUBLIC WORKS | 10/18/13 | 234249 | 15,643.35- |
| 00001 | PINE BELT OIL COMPANY IN | 1013210 | 00137010 | 13000187 | WEEKLY DIESEL PUBLIC WORKS | 10/18/13 | 234249 | 14,477.01- |
| 00001 | PINE BELT OIL COMPANY IN | 723864 | 00136994 | 13000226 | HYD/MOTOR OIL PUBLIC WORKS | 10/18/13 | 234249 | 4,696.50- |

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| 00001 | PINE BELT OIL COMPANY IN | 726813 | 00137234 | 13000298 | GASOLINE CEM/FORESTRY | 10/18/13 | 234249 | 2,340.64- |
| 00001 | PINE BELT OIL COMPANY IN | 725655 | 00137369 | 13000325 | GAS CARDS PUBLIC WORKS | 10/18/13 | 234249 | 479.51- |
| 00001 | PINE BELT OIL COMPANY IN | 1013108 | 00137159 | 13000471 | WEEKLY GAS,DIESEL PUB WORKS | 10/18/13 | 234249 | 23,846.84- |
| 00001 | PINE BELT OIL COMPANY IN | 1013065 | 00137389 | 13000472 | WEEKLY GAS,DIESEL PUB WORKS | 10/18/13 | 234249 | 24,084.35- |
| PINE BELT OIL COMPANY IN | | | | | | | | |
| Sum | | | | | | | | 92,667.47- |
| 00001 | PINE BELT REGIONAL SOLID | 100006 9/13 | 00137221 | 13000230 | REFUSE DISPOSAL 9/3-30 SANIT | 10/18/13 | 234250 | 35,602.13- |
| PINE BELT REGIONAL SOLID | | | | | | | | |
| Sum | | | | | | | | 35,602.13- |
| 00001 | PORTIS, JESSE (ELECTION | 9/24/13 SPEC | 00201445 | 13000404 | 9/24/13 SPECIAL ELECTION | 10/18/13 | 234254 | 1,234.80- |
| PORTIS, JESSE (ELECTION | | | | | | | | |
| Sum | | | | | | | | 1,234.80- |
| 00001 | PRECISION COMMUNICATIONS | 1824 | 00136470 | 13000233 | BATTERIES/INSTALL CITY SIRENS | 10/18/13 | 234256 | 4,935.00- |
| PRECISION COMMUNICATIONS | | | | | | | | |
| Sum | | | | | | | | 4,935.00- |
| 00001 | PRESLEY, PAUL E | 10/13 | 00201415 | 13000007 | PETTY CASH FOR NEW F/Y | 10/03/13 | 18178 | 800.00- |
| PRESLEY, PAUL E | | | | | | | | |
| Sum | | | | | | | | 800.00- |
| 00001 | PRESSLEY, EUNICE (POLL W | 9/24/13 SPEC | 00201446 | 13000393 | 9/24/13 SPECIAL ELECTION | 10/18/13 | 234258 | 80.00- |
| PRESSLEY, EUNICE (POLL W | | | | | | | | |
| Sum | | | | | | | | 80.00- |
| 00001 | PUCKETT RENTS | 412379-0001 | 00136733 | 13000214 | EQUIPMENT FOR STREET DEPT | 10/18/13 | 234261 | 1,415.00- |
| PUCKETT RENTS | | | | | | | | |
| Sum | | | | | | | | 1,415.00- |
| 00001 | PYLE, MILLS & DYE PA | 1292-0007M | 00137106 | 13000119 | SERVS FAIRLEY VS CITY | 10/18/13 | 234263 | 7,950.47- |
| 00001 | PYLE, MILLS & DYE PA | 1292-1008M | 00137106 | 13000120 | SERVS RAY VS CITY | 10/18/13 | 234263 | 1,506.46- |
| PYLE,MILLS & DYE PA | | | | | | | | |
| Sum | | | | | | | | 9,456.93- |
| 00001 | QUALITY ELECTRIC COMPANY | 3786 | 00136707 | 13000215 | REPR PTS STREET STOCK | 10/18/13 | 234264 | 341.37- |
| QUALITY ELECTRIC COMPANY | | | | | | | | |
| Sum | | | | | | | | 341.37- |
| 00001 | RJ YOUNG COMPANY | INV67063 | 00137014 | 13000094 | COPIER 8/26-9/25/13 ACADEMY | 10/18/13 | 234266 | 294.13- |
| 00001 | RJ YOUNG COMPANY | INV67065 | 00137067 | 13000100 | COPIER 8/28-9/27/13 FIRE DEPT | 10/18/13 | 234266 | 196.00- |
| 00001 | RJ YOUNG COMPANY | INV67064 | 00137131 | 13000130 | COPIER 8/28-9/27 DETECTIVES | 10/18/13 | 234266 | 518.00- |
| 00001 | RJ YOUNG COMPANY | INV67160 | 00137278 | 13000269 | COPIER 8/28-9/27 ENGR DEPT | 10/18/13 | 234266 | 316.73- |
| 00001 | RJ YOUNG COMPANY | INV62750 | 00137332 | 13000281 | COPIER MNT 9/13-9/14 CITY CLK | 10/18/13 | 234266 | 3,586.00- |
| RJ YOUNG COMPANY | | | | | | | | |
| Sum | | | | | | | | 4,910.86- |

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| 00001 | ROBINSON ELECTRIC SUPPLY | 2149740-00 | 00136694 | 13000277 | ELEC SUPP MOBILE ST FESTIVAL | 10/18/13 | 9 | 108.00- |
| 00001 | ROBINSON ELECTRIC SUPPLY | 2149741-00 | 00136694 | 13000278 | CREDIT | 10/18/13 | 9 | 144.00 |
| 00001 | ROBINSON ELECTRIC SUPPLY | 2149743-01 | 00136694 | 13000279 | ELEC SUPP MOBILE ST FESTIVAL | 10/18/13 | 9 | 36.00- |
| ROBINSON ELECTRIC SUPPLY | | | | | | | | |
| Sum | | | | | | | | |
| 00001 | ROPER SUPPLY CO LLC | 44414 | 00136895 | 13000151 | BLUE LIGHTS U#19307 POLICE | 10/18/13 | 234268 | 268.40- |
| 00001 | ROPER SUPPLY CO LLC | 44411 | 00136988 | 13000153 | CAGES VARI POLICE UNITS | 10/18/13 | 234268 | 2,096.70- |
| ROPERSUPPLY CO LLC | | | | | | | | |
| Sum | | | | | | | | 2,365.10- |
| 00001 | SACKS OUTDOOR SUPPLY | 17302 | 00136719 | 13000044 | WADERS/LIGHT-SUTTON-PUB WORKS | 10/18/13 | 234270 | 159.91- |
| 00001 | SACKS OUTDOOR SUPPLY | 16749 | 00133240 | 13000149 | CLOTH ALLOW RUPLE POLICE | 10/18/13 | 234270 | 39.99- |
| 00001 | SACKS OUTDOOR SUPPLY | 17390 | 00137075 | 13000150 | CLOTH ALLOW SIMS POLICE | 10/18/13 | 234270 | 432.89- |
| 00001 | SACKS OUTDOOR SUPPLY | 17345 | 00136722 | 13000193 | CLOTH ALLOW FRAZIER POLICE | 10/18/13 | 234270 | 149.99- |
| 00001 | SACKS OUTDOOR SUPPLY | 17908 | 00137328 | 13000307 | CLOTH ALLOW-FRAZIER | 10/18/13 | 234270 | 131.98- |
| 00001 | SACKS OUTDOOR SUPPLY | 17907 | 00137328 | 13000308 | CLOTH ALLOW-WAHL | 10/18/13 | 234270 | 110.00- |
| 00001 | SACKS OUTDOOR SUPPLY | 17910 | 00137349 | 13000457 | CLOTH ALLOW-RICHARDSON-POLICE | 10/18/13 | 234270 | 39.97- |
| 00001 | SACKS OUTDOOR SUPPLY | 17999 | 00137338 | 13000486 | PANTS/BOOTS/RAIN GEAR | 10/18/13 | 234270 | 989.63- |
| SACKSOUTDOOR SUPPLY | | | | | | | | |
| Sum | | | | | | | | 2,054.36- |
| 00001 | SCALES BIOLOGICAL LABORA | 6597 | 00137008 | 13000088 | ANALYTICAL SERVS POLICE DEPT | 10/18/13 | 234271 | 1,920.00- |
| SCALESBIOLOGICAL LABORA | | | | | | | | |
| Sum | | | | | | | | 1,920.00- |
| 00001 | SCOTT, MICAH (POLL WORKE | 9/24/13 SPEC | 00201446 | 13000394 | 9/24/13 SPECIAL ELECTION | 10/18/13 | 234274 | 74.00- |
| SCOTT,MICAH (POLL WORKE | | | | | | | | |
| Sum | | | | | | | | 74.00- |
| 00001 | SHEMPER, R Z (REFUNDS) | DAMAGE DEP R | 00201436 | 13000407 | DAMAGE DEPOSIT REFUND | 10/18/13 | 234275 | 500.00- |
| SHEMPER, R Z (REFUNDS) | | | | | | | | |
| Sum | | | | | | | | 500.00- |
| 00001 | SHERWIN-WILLIAMS COMPANY | 6315-5 | 00136757 | 13000104 | SUPP FOR GUARD RAILS | 10/18/13 | 234276 | 178.79- |
| 00001 | SHERWIN-WILLIAMS COMPANY | 9480-2 | 00136783 | 13000105 | PAINT FOR GUARD RAILS | 10/18/13 | 234276 | 574.23- |
| 00001 | SHERWIN-WILLIAMS COMPANY | 9361-4 | 00136757 | 13000107 | BAL STMT | 10/18/13 | 234276 | 574.23- |
| 00001 | SHERWIN-WILLIAMS COMPANY | 6219-9 | 00136757 | 13000108 | BAL STMT | 10/18/13 | 234276 | 133.95- |
| 00001 | SHERWIN-WILLIAMS COMPANY | 9405-9 | 00136757 | 13000109 | BAL STMT | 10/18/13 | 234276 | 133.95 |
| 00001 | SHERWIN-WILLIAMS COMPANY | 9477-8 | 00136757 | 13000110 | BAL STMT | 10/18/13 | 234276 | 133.95 |
| 00001 | SHERWIN-WILLIAMS COMPANY | 9478-9 | 00136757 | 13000111 | BAL STMT | 10/18/13 | 234276 | 574.23 |
| 00001 | SHERWIN-WILLIAMS COMPANY | 9760-7 | 00136938 | 13000296 | GUARD RAIL PAINT STREET DEPT | 10/18/13 | 234276 | 278.45- |
| 00001 | SHERWIN-WILLIAMS COMPANY | 6669-5 | 00137027 | 13000357 | PAINT SUPP CONSTR DEPT | 10/18/13 | 234276 | 33.55- |
| 00001 | SHERWIN-WILLIAMS COMPANY | 6711-5 | 00137027 | 13000371 | CREDIT | 10/18/13 | 234276 | 33.55 |
| 00001 | SHERWIN-WILLIAMS COMPANY | 6712-3 | 00137027 | 13000372 | PAINT SUPP CONSTR DEPT | 10/18/13 | 234276 | 33.55- |
| SHERWIN-WILLIAMS COMPANY | | | | | | | | |
| Sum | | | | | | | | 931.07- |

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| 00001 | SHOEMAKE, SHANNON | 10/13 | 00201415 | 13000005 | PETTY CASH FOR NEW F/Y | 10/03/13 | 18176 | 800.00- |
| SHOEMAKE, SHANNON | | | | | | | | |
| Sum | | | | | | | | 800.00- |
| 00001 | SHOWS DEARMAN & WAITS IN | 17690 | 00137425 | 13000360 | SRVS 8/25-9/21 31ST/LAKEVIEW | 10/18/13 | 234280 | 255.00- |
| 00001 | SHOWS DEARMAN & WAITS IN | 17689 | 00137426 | 13000361 | SRVS 8/25-9/21 IRENE/MCCALL | 10/18/13 | 234280 | 6,082.50- |
| 00001 | SHOWS DEARMAN & WAITS IN | 17664 | 00137431 | 13000362 | SRVS 8/25-9/21 5TH ST DRNGE | 10/18/13 | 234280 | 1,715.00- |
| SHOWSDEARMAN & WAITS IN | | | | | | | | |
| Sum | | | | | | | | 8,052.50- |
| 00001 | SIMS, JULIUS HARDY | 10/07/13 | 00137022 | 13000114 | REIMB AIRFARE &IACP CONF REGIS | 10/07/13 | 18196 | 564.60- |
| SIMS,JULIUS HARDY | | | | | | | | |
| Sum | | | | | | | | 564.60- |
| 00001 | SOLAR SUPPLY INC | 3448203 | 00136224 | 13000225 | ICE MACHINE PTS TRAFFIC DEPT | 10/18/13 | 234284 | 428.52- |
| 00001 | SOLAR SUPPLY INC | 3448662 | 00137098 | 13000302 | A/C REPR PTS TRAIN DEPOT | 10/18/13 | 234284 | 114.18- |
| 00001 | SOLAR SUPPLY INC | 3448625 | 00137056 | 13000317 | A/C REPR PTS FIRE ADM OFFICE | 10/18/13 | 234284 | 19.56- |
| 00001 | SOLAR SUPPLY INC | 3448650 | 00137080 | 13000346 | A/C REPR PTS POLICE DEPT | 10/18/13 | 234284 | 305.76- |
| SOLARSUPPLY INC | | | | | | | | |
| Sum | | | | | | | | 868.02- |
| 00001 | SOUTH MS EMERGENCY PHYSI | 125622382/27 | 00137297 | 13000293 | SERVS 8/8/13 MOFFETT-PRISONER | 10/18/13 | 234285 | 512.00- |
| 00001 | SOUTH MS EMERGENCY PHYSI | 125667926/27 | 00137297 | 13000294 | SERVS 8/11/13 JOHNSON-PRISONR | 10/18/13 | 234285 | 763.00- |
| 00001 | SOUTH MS EMERGENCY PHYSI | 44658617-27- | 00137297 | 13000295 | SERVS 5/10/13 ALEXIS-PRISONER | 10/18/13 | 234285 | 763.00- |
| SOUTHMS EMERGENCY PHYSI | | | | | | | | |
| Sum | | | | | | | | 2,038.00- |
| 00001 | SOUTHERN BEVERAGE (BAD C | DANIEL WALLE | 02013795 | 13000138 | MERCHANT FEE & FINE | 10/18/13 | 234287 | 50.00- |
| 00001 | SOUTHERN BEVERAGE (BAD C | DANIEL WALLE | 00201450 | 13000470 | MERCHANT FEE & FINE | 10/18/13 | 234287 | 50.00- |
| SOUTHERN BEVERAGE (BAD C | | | | | | | | |
| Sum | | | | | | | | 100.00- |
| 00001 | SOUTHERN PINE ELECTRIC P | 10/13 GENERA | 00020141 | 13000374 | MNTHLY 10/13 PUBLIC SERVICES | 10/18/13 | 234289 | 1,295.50- |
| SOUTHERN PINE ELECTRIC P | | | | | | | | |
| Sum | | | | | | | | 1,295.50- |
| 00001 | SOUTHERN PINES ANIMAL SH | 10/13 | 00137122 | 13000134 | HANDLING,HOUSING 10/13 | 10/18/13 | 234290 | 9,374.00- |
| 00001 | SOUTHERN PINES ANIMAL SH | 11/13 | 00137497 | 13000487 | HANDLING,HOUSING 11/13 | 10/18/13 | 234290 | 9,374.00- |
| SOUTHERN PINES ANIMAL SH | | | | | | | | |
| Sum | | | | | | | | 18,748.00- |
| 00001 | SOUTHERN PIPE & SUPPLY C | 7014764-00 | 00137045 | 13000297 | SHOP SUPP CONSTR DEPT | 10/18/13 | 234291 | 128.00- |
| SOUTHERN PIPE & SUPPLY C | | | | | | | | |
| Sum | | | | | | | | 128.00- |
| 00001 | SOUTHERN TIRE MART LLC | 11079628 | 00136882 | 13000048 | TIRES STREET STOCK | 10/18/13 | 234292 | 4,936.00- |
| 00001 | SOUTHERN TIRE MART LLC | 11079414 | 00136871 | 13000051 | TIRES SANIT STOCK | 10/18/13 | 234292 | 4,842.56- |
| 00001 | SOUTHERN TIRE MART LLC | 11079758 | 00136967 | 13000058 | TIRES U#16010 FORESTRY | 10/18/13 | 234292 | 901.20- |

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| 00001 | SOUTHERN TIRE MART LLC | 11079159 | 00136716 | 13000101 | TRAILER TIRES STREET DEPT | 10/18/13 | 234292 | 846.32- |
| 00001 | SOUTHERN TIRE MART LLC | 11079757 | 00136996 | 13000223 | TRACTOR TIRES STREET DEPT | 10/18/13 | 234292 | 4,720.80- |
| 00001 | SOUTHERN TIRE MART LLC | 11079798 | 00137042 | 13000328 | TRACTOR TIRES PUBLIC WORKS | 10/18/13 | 234292 | 6,960.28- |
| 00001 | SOUTHERN TIRE MART LLC | 11078563 | 00136153 | 13000332 | TIRES SANIT STOCK | 10/18/13 | 234292 | 3,074.40- |
| SOUTHERN TIRE MART LLC | | | | | | | | |
| Sum | | | | | | | | 26,281.56- |
| 00001 | SOUTHGROUP (GALEY) | HATTIES-02 | 00137398 | 13000342 | FLOOD INSURANCE 2013-2014 | 10/18/13 | 234293 | 8,061.00- |
| SOUTHGROUP (GALEY) | | | | | | | | |
| Sum | | | | | | | | 8,061.00- |
| 00001 | SPEEDY PRINTING & SIGNS | 18649 | 00137309 | 13000414 | HEALTHY HOMETOWN YARD SIGNS | 10/18/13 | 234294 | 360.00- |
| SPEEDYPRINTING & SIGNS | | | | | | | | |
| Sum | | | | | | | | 360.00- |
| 00001 | STANDARD OFFICE SUPPLY C | 0038377-001 | 00136958 | 13000023 | CARD STOCK PAPER INFO TECH | 10/18/13 | 234295 | 115.00- |
| 00001 | STANDARD OFFICE SUPPLY C | 0038584-001 | 00136762 | 13000192 | OFFICE SUPP/COPY PAPER POLICE | 10/18/13 | 234295 | 287.67- |
| 00001 | STANDARD OFFICE SUPPLY C | 0038054-001 | 00136420 | 13000304 | CITY LETTERHEAD/ENVELOPES | 10/18/13 | 234295 | 798.00- |
| 00001 | STANDARD OFFICE SUPPLY C | 0038788-001 | 00137318 | 13000454 | OFFICE SUPP ACCTG DEPT | 10/18/13 | 234295 | 42.18- |
| STANDARD OFFICE SUPPLY C | | | | | | | | |
| Sum | | | | | | | | 1,242.85- |
| 00001 | STATE CHEMICAL SOLUTIONS | 96485996 | 00137116 | 13000465 | WEED KILLER PUBLIC WORKS | 10/18/13 | 234297 | 3,057.30- |
| STATECHEMICAL SOLUTIONS | | | | | | | | |
| Sum | | | | | | | | 3,057.30- |
| 00001 | STEVENSON, EDNA (POLL WO | 9/24/13 SPEC | 00201446 | 13000395 | 9/24/13 SPECIAL ELECTION | 10/18/13 | 234301 | 30.00- |
| STEVENSON, EDNA (POLL WO | | | | | | | | |
| Sum | | | | | | | | 30.00- |
| 00001 | SUNBELT FIRE INC | 81545 | 00136802 | 13000204 | RESCUE SAW REPR PT | 10/18/13 | 234302 | 41.00- |
| SUNBELT FIRE INC | | | | | | | | |
| Sum | | | | | | | | 41.00- |
| 00001 | SWEET CREATIONS CAKES BY | 201951 | 00137175 | 13000191 | INAUGURATION CAKES | 10/18/13 | 234305 | 1,600.00- |
| SWEETCREATIONS CAKES BY | | | | | | | | |
| Sum | | | | | | | | 1,600.00- |
| 00001 | SYBERT, ROBERT | TRAVEL REIMB | 00137213 | 13000201 | EXPNS PICK UP POLICE K-9'S | 10/18/13 | 234306 | 123.28- |
| SYBERT, ROBERT | | | | | | | | |
| Sum | | | | | | | | 123.28- |
| 00001 | TEMPLE INC | INV0125252 | 00137043 | 13000208 | REPR CONFLICT MONITORS | 10/18/13 | 234308 | 260.00- |
| 00001 | TEMPLE INC | INV0125711 | 00136570 | 13000356 | SIGNAL EQUIP TRAFFIC DEPT | 10/18/13 | 234308 | 19,590.00- |
| TEMPLEINC | | | | | | | | |
| Sum | | | | | | | | 19,850.00- |
| 00001 | TEST-CALIBRATION COMPANY | 42800 | 00137018 | 13000254 | REPR PTS U#15064 FIRE DEPT | 10/18/13 | 234309 | 1,903.06- |

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|---|---|---|---|---|---|---|---|---|
| TEST-CALIBRATION COMPANY | | | | | | | | |
| Sum | | | | | | | | 1,903.06- |
| 00001 | THOMAS, DEJEREMY (POLL W | 9/24/13 SPEC | 00201446 | 13000397 | 9/24/13 SPECIAL ELECTION | 10/18/13 | 234312 | 50.00- |
| THOMAS, DEJEREMY (POLL W | | | | | | | | |
| Sum | | | | | | | | 50.00- |
| 00001 | THOMPSON ENGINEERING | 13082720 | 00137111 | 13000122 | SERVS TWIN FORKS RISING PH II | 10/18/13 | 234313 | 576.00- |
| THOMPSON ENGINEERING | | | | | | | | |
| Sum | | | | | | | | 576.00- |
| 00001 | THYSSENKRUPP ELEVATOR CO | 3000730873 | 00137193 | 13000238 | MAINT 10/13 PINE ST GARAGE | 10/18/13 | 234315 | 410.45- |
| THYSSENKRUPP ELEVATOR CO | | | | | | | | |
| Sum | | | | | | | | 410.45- |
| 00001 | TILLETT, CALDER | TRAVEL REIMB | 00137017 | 13000099 | EXPNS HAZ MATL TRAINING | 10/18/13 | 234316 | 224.61- |
| TILLETT, CALDER | | | | | | | | |
| Sum | | | | | | | | 224.61- |
| 00001 | TLO LLC | 362606 10/01 | 00137133 | 13000126 | ON LINE INVESTIGATIONS 9/13 | 10/18/13 | 234317 | 112.00- |
| TLO LLC | | | | | | | | |
| Sum | | | | | | | | 112.00- |
| 00001 | TRACTOR SUPPLY | 200176911 | 00135836 | 13000168 | SPRAYER PUMP AIRPORT MAINT | 10/18/13 | 234318 | 82.99- |
| TRACTOR SUPPLY | | | | | | | | |
| Sum | | | | | | | | 82.99- |
| 00001 | TRAFFIC SAFETY STORE | 66466 | 00137048 | 13000466 | PARKING BLOCKS AIRPORT MAINT | 10/18/13 | 234319 | 1,923.85- |
| TRAFFIC SAFETY STORE | | | | | | | | |
| Sum | | | | | | | | 1,923.85- |
| 00001 | TRUCK SERVICE & EQUIPMEN | 313073 | 00136713 | 13000045 | REPR PTS PUBLIC WORKS | 10/18/13 | 234322 | 245.64- |
| 00001 | TRUCK SERVICE & EQUIPMEN | 313074 | 00136720 | 13000046 | RED FLAGS/HOLDERS STREET DEPT | 10/18/13 | 234322 | 63.00- |
| 00001 | TRUCK SERVICE & EQUIPMEN | 313282 | 00137227 | 13000255 | REPR PTS U#15064 FIRE DEPT | 10/18/13 | 234322 | 71.84- |
| 00001 | TRUCK SERVICE & EQUIPMEN | 313309 | 00137303 | 13000318 | REPR PTS U#15064 FIRE DEPT | 10/18/13 | 234322 | 47.07- |
| 00001 | TRUCK SERVICE & EQUIPMEN | 313219 | 00137072 | 13000351 | REPR PTS U#18089 FIRE DEPT | 10/18/13 | 234322 | 121.50- |
| 00001 | TRUCK SERVICE & EQUIPMEN | 313048 | 00136661 | 13000444 | REPR PTS SANIT STOCK | 10/18/13 | 234322 | 80.85- |
| TRUCKSERVICE & EQUIPMEN | | | | | | | | |
| Sum | | | | | | | | 629.90- |
| 00001 | TRUSTMARK BUSINESS CARD | 3018 DUPREE | 00137470 | 13000378 | CREDIT CARD LATE FEE/FIN CHGS | 10/18/13 | 234323 | 52.31- |
| TRUSTMARK BUSINESS CARD | | | | | | | | |
| Sum | | | | | | | | 52.31- |
| 00001 | TRUSTMARK NATIONAL BANK/ | 18143/284011 | 00020149 | 13000010 | GARBAGE CAN LEASE DUE 10/30/13 | 10/03/13 | 18183 | 23,186.40- |
| 00001 | TRUSTMARK NATIONAL BANK/ | 42912/273350 | 00201428 | 13000288 | POLICE CARS LEASE DUE 10/17/13 | 10/14/13 | 18201 | 36,946.33- |
| TRUSTMARK NATIONAL BANK/ | | | | | | | | |

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|---|---|---|---|---|---|---|---|---|
| Sum | | | | | | | | 60,132.73- |
| 00001 | UNDERWOOD'S SMALL ENGINE | 839410 | 00137400 | 13000352 | MOWER REPR #1 FIRE STA | 10/18/13 | 234324 | 74.40- |
| UNDERWOOD'S SMALL ENGINE | | | | | | | | |
| Sum | | | | | | | | 74.40- |
| 00001 | UNITED FENCE COMPANY | 00015700 | 00136751 | 13000324 | FENCE REPR 117 TOWNSEND ST | 10/18/13 | 234325 | 406.68- |
| UNITEDFENCE COMPANY | | | | | | | | |
| Sum | | | | | | | | 406.68- |
| 00001 | UNITED PARCEL SERVICE IN | 00008E1Y1538 | 00137007 | 13000090 | SERVS 9/17/13 POLICE DEPT | 10/18/13 | 234326 | 8.79- |
| 00001 | UNITED PARCEL SERVICE IN | 00008E1Y1539 | 00137126 | 13000127 | SERV 9/24-25/13 POLICE | 10/18/13 | 234326 | 47.12- |
| UNITEDPARCEL SERVICE IN | | | | | | | | |
| Sum | | | | | | | | 55.91- |
| 00001 | V F W OF THE US | PARKING SPAC | 00137087 | 13000136 | PARKING SPACES 10/13 | 10/18/13 | 234327 | 75.00- |
| V F WOF THE US | | | | | | | | |
| Sum | | | | | | | | 75.00- |
| 00001 | VERIZON WIRELESS | 9712531753 | 00137282 | 13000243 | HPD WIRELESS 9/2-10/1/13 | 10/18/13 | 234329 | 1,081.07- |
| VERIZON WIRELESS | | | | | | | | |
| Sum | | | | | | | | 1,081.07- |
| 00001 | VULCAN MATERIALS CO | 30414770 | 00136948 | 13000463 | RIP RAP VARI LOC DRNGE | 10/18/13 | 234333 | 3,231.46- |
| 00001 | VULCAN MATERIALS CO | 30420408 | 00136948 | 13000464 | RIP RAP VARI LOC DRNGE | 10/18/13 | 234333 | 2,785.12- |
| VULCANMATERIALS CO | | | | | | | | |
| Sum | | | | | | | | 6,016.58- |
| 00001 | W D A M - TV | 990936-1 | 00135502 | 13000032 | POLICE ACADEMY ADS | 10/18/13 | 234334 | 720.00- |
| 00001 | W D A M - TV | 990936-2 | 00135502 | 13000033 | POLICE ACADEMY ADS | 10/18/13 | 234334 | 880.00- |
| W D AM - TV | | | | | | | | |
| Sum | | | | | | | | 1,600.00- |
| 00001 | WADE, DAISY LEE (ELECTIO | 9/24/13 SPEC | 00201445 | 13000398 | 9/24/13 SPECIAL ELECTION | 10/18/13 | 234335 | 117.60- |
| WADE,DAISY LEE (ELECTIO | | | | | | | | |
| Sum | | | | | | | | 117.60- |
| 00001 | WARREN PAVING INC | 14328MB | 00134837 | 13000239 | CRUSHED CONCRETE VARI LOC | 10/18/13 | 234339 | 5,562.48- |
| WARRENPAVING INC | | | | | | | | |
| Sum | | | | | | | | 5,562.48- |
| 00001 | WASTE MANAGEMENT OF SOUT | 0006928-2526 | 00137222 | 13000231 | REFUSE DISPOSAL 9/16-30 SANIT | 10/18/13 | 234340 | 7,326.88- |
| 00001 | WASTE MANAGEMENT OF SOUT | 0006861-2526 | 00137280 | 13000273 | REFUSE DISPOSAL 8/16-30 SANIT | 10/18/13 | 234340 | 9,133.96- |
| WASTEMANAGEMENT OF SOUT | | | | | | | | |
| Sum | | | | | | | | 16,460.84- |
| 00001 | WASTE PRO HATTIESBURG | 315792 | 00137379 | 13000333 | RECYCLE FEES 9/1-30 SANIT | 10/18/13 | 234341 | 20,784.30- |
| 00001 | WASTE PRO HATTIESBURG | 315804 | 00137494 | 13000485 | RESIDENTIAL HAULING 9/13 | 10/18/13 | 234341 | 2,250.00- |

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|---|---|---|---|---|---|---|---|---|
| WASTEPRO HATTIESBURG | | | | | | | | |
| Sum | | | | | | | | 23,034.30- |
| 00001 | WATCH GUARD VIDEO | 4REINV000195 | 00137130 | 13000123 | CAR VIDEO CAMERA CABLES STOCK | 10/18/13 | 234342 | 765.00- |
| 00001 | WATCH GUARD VIDEO | SRINV0006147 | 00134476 | 13000199 | CAMERA REPR POLICE DEPT | 10/18/13 | 234342 | 284.50- |
| WATCHGUARD VIDEO | | | | | | | | |
| Sum | | | | | | | | 1,049.50- |
| 00001 | WATERS INTERNATIONAL TRU | 8-232700021 | 00136964 | 13000056 | REPR PTS U#12891 FORESTRY | 10/18/13 | 234343 | 162.60- |
| 00001 | WATERS INTERNATIONAL TRU | 804595 | 00136623 | 13000271 | A/C REPR U#17730 SANIT | 10/18/13 | 234343 | 250.87- |
| 00001 | WATERS INTERNATIONAL TRU | 804595(B) | 00137211 | 13000272 | ADDL AMT DUE PO#136623 | 10/18/13 | 234343 | 985.86- |
| 00001 | WATERS INTERNATIONAL TRU | 8-232880019 | 00137414 | 13000368 | REPR PTS U#14409 SANIT | 10/18/13 | 234343 | 813.69- |
| 00001 | WATERS INTERNATIONAL TRU | 8-232870032 | 00137383 | 13000369 | REPR PTS U#17727 SANIT | 10/18/13 | 234343 | 202.56- |
| 00001 | WATERS INTERNATIONAL TRU | 232820013 | 00137214 | 13000440 | REPRS U#16008 SANIT | 10/18/13 | 234343 | 241.45- |
| 00001 | WATERS INTERNATIONAL TRU | 232870036 | 00137376 | 13000441 | A/C REPR U#17721 SANIT | 10/18/13 | 234343 | 604.21- |
| 00001 | WATERS INTERNATIONAL TRU | 232870035 | 00137384 | 13000442 | A/C REPR U#17727 SANIT | 10/18/13 | 234343 | 907.22- |
| WATERSINTERNATIONAL TRU | | | | | | | | |
| Sum | | | | | | | | 4,168.46- |
| 00001 | WATTS BROTHERS TRACTOR C | 151290 | 00136514 | 13000218 | REPR PTS U#16722 STREET | 10/18/13 | 234344 | 65.02- |
| 00001 | WATTS BROTHERS TRACTOR C | 151387 | 00136997 | 13000432 | TIRE REPR U#8249 STREET | 10/18/13 | 234344 | 1,006.95- |
| WATTSBROTHERS TRACTOR C | | | | | | | | |
| Sum | | | | | | | | 1,071.97- |
| 00001 | WHLT TV CBS 22 | 0408006898 | 00137210 | 13000202 | AD FOR UPCOMING ACADEMY | 10/18/13 | 234346 | 1,155.00- |
| 00001 | WHLT TV CBS 22 | 0405006648 | 00137340 | 13000287 | ADS UPCOMING ACADEMY | 10/18/13 | 234346 | 320.00- |
| WHLT TV CBS 22 | | | | | | | | |
| Sum | | | | | | | | 1,475.00- |
| 00001 | WHPM-TV, LLC | 236436 & 237 | 00135298 | 13000310 | ADS UPCOMING POLICE ACADEMY | 10/18/13 | 234347 | 1,400.00- |
| WHPM-TV, LLC | | | | | | | | |
| Sum | | | | | | | | 1,400.00- |
| 00001 | WILLMUT GAS & OIL COMPAN | 10/13 GENERA | 00020141 | 13000373 | MNTHLY GAS-GENERAL | 10/18/13 | 234350 | 586.88- |
| WILLMUT GAS & OIL COMPAN | | | | | | | | |
| Sum | | | | | | | | 586.88- |
| 00001 | WORKWELL SERVICES (NEW V | 11647 | 00137385 | 13000319 | PRE-EMP PHYSICAL FIRE RECRUIT | 10/18/13 | 234356 | 1,692.00- |
| WORKWELL SERVICES (NEW V | | | | | | | | |
| Sum | | | | | | | | 1,692.00- |
| Sum | | | | | | | | 3,049,164.24- |

CITY OF HATTIESBURG - PARKS& RECREATION FUND
DOCKET OF CLAIMS Date - 10/17/13
PERIOD ENDING OCTOBER 18, 2013

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| PARKS& RECREATION FUND | | | | | | | | |
| 00002 | A & R FARM AND GARDEN | 258935 | 00137176 | 13000020 | PAPER STICKS GRNDS CREWS | 10/18/13 | 233970 | 180.00- |
| A & RFARM AND GARDEN | | | | | | | | |
| Sum | | | | | | | | 180.00- |
| 00002 | AGRI-AFC LLC | 1040082 | 00137073 | 13000013 | GRASS SEED VETERANS PARK | 10/18/13 | 233980 | 238.50- |
| AGRI-AFC LLC | | | | | | | | |
| Sum | | | | | | | | 238.50- |
| 00002 | ALL SOUTH PORTABLE SANIT | 12016 | 00136610 | 13000028 | PORTALETS MOBILE ST FESTIVAL | 10/18/13 | 233984 | 780.00- |
| 00002 | ALL SOUTH PORTABLE SANIT | 12020 | 00132700 | 13000037 | PORTALETS TOWN SQUARE PK 10/13 | 10/18/13 | 233984 | 150.00- |
| ALL SOUTH PORTABLE SANIT | | | | | | | | |
| Sum | | | | | | | | 930.00- |
| 00002 | ANDERSON, PRISCILLA A (R | CHAIN PK RAV | 00201447 | 13000097 | CHAIN PK PAVIL RFD#55168 | 10/18/13 | 233990 | 40.00- |
| ANDERSON, PRISCILLA A (R | | | | | | | | |
| Sum | | | | | | | | 40.00- |
| 00002 | ANOINTED HANDS CLEANING | 302 | 00137249 | 13000029 | SERVS 10/13 GRNDS MNT OFFICE | 10/18/13 | 233991 | 250.00- |
| ANOINTED HANDS CLEANING | | | | | | | | |
| Sum | | | | | | | | 250.00- |
| 00002 | AUTO ARMATURE SERVICE IN | 10543 | 00137026 | 13000008 | STARTER U#16978 GRNDS MAINT | 10/18/13 | 233997 | 159.95- |
| 00002 | AUTO ARMATURE SERVICE IN | 10890 | 00137343 | 13000092 | BATTERY U#9603 GRNDS MAINT | 10/18/13 | 233997 | 115.95- |
| AUTO ARMATURE SERVICE IN | | | | | | | | |
| Sum | | | | | | | | 275.90- |
| 00002 | BARRETT'S NURSERY | 2925 | 00137037 | 13000005 | INAUGURATION GREENERY | 10/18/13 | 234002 | 463.88- |
| 00002 | BARRETT'S NURSERY | 2941 | 00137090 | 13000014 | PALM TREE BASKETS | 10/18/13 | 234002 | 40.00- |
| BARRETT'S NURSERY | | | | | | | | |
| Sum | | | | | | | | 503.88- |
| 00002 | BELL, DEVON | OFFICIAL 9/2 | 00201442 | 13000056 | OFFICIAL-SOFTBALL/TACKLE | 10/18/13 | 234004 | 417.00- |
| BELL,DEVON | | | | | | | | |
| Sum | | | | | | | | 417.00- |
| 00002 | BETTS, SHERMAN | OFFICIAL 9/2 | 00201442 | 13000057 | OFFICIAL-SOFTBALL/FTBALL | 10/18/13 | 234007 | 491.00- |
| BETTS,SHERMAN | | | | | | | | |
| Sum | | | | | | | | 491.00- |
| 00002 | BOND, MARK | OFFICIAL 9/2 | 00201442 | 13000058 | OFFICIAL-ADULT SOFTBALL | 10/18/13 | 234016 | 112.00- |

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|---|---|---|---|---|---|---|---|---|
| BOND,MARK | | | | | | | | |
| Sum | | | | | | | | 112.00- |
| 00002 | BRACKMAN MOWER WAREHOUSE | 0124822 | 00137033 | 13000024 | REPRS U#18988 GRNDS MAINT | 10/18/13 | 234021 | 209.83- |
| 00002 | | IN0124838 | 00137236 | 13000025 | WEEDEATER REPR PTS | 10/18/13 | 234021 | 219.75- |
| BRACKMAN MOWER WAREHOUSE | | | | | | | | |
| Sum | | | | | | | | 429.58- |
| 00002 | | OFFICIAL 9/2 | 00201442 | 13000059 | OFFICIAL-ADULT SOFTBALL | 10/18/13 | 234025 | 153.00- |
| BURKE,HOWARD | | | | | | | | |
| Sum | | | | | | | | 153.00- |
| 00002 | CITY OF HATTIESBURG FUND | TRF 1ST 10/1 | 00201411 | 13000001 | TRF 1ST 10/13 PAYROLL | 10/02/13 | 36615 | 41,251.05- |
| 00002 | | TRF 2ND 10/1 | 00201438 | 13000077 | TRF 2ND 10/13 PAYROLL | 10/16/13 | 36661 | 62,188.07- |
| CITY OF HATTIESBURG FUND | | | | | | | | |
| Sum | | | | | | | | 103,439.12- |
| 00002 | CLEMTS HARDWARE | 107207 | 00137028 | 13000007 | TOOL KIT BALLFIELD CREW | 10/18/13 | 234047 | 99.00- |
| 00002 | CLEMTS HARDWARE | 107317 | 00137310 | 13000038 | RPLCMNT FLAG POLE ROPE | 10/18/13 | 234047 | 39.00- |
| CLEMTSHARDWARE | | | | | | | | |
| Sum | | | | | | | | 138.00- |
| 00002 | COMMERCIAL STATIONERY CO | 348463-0 | 00135917 | 13000011 | OFFICE SUPP MCNAIR CENTER | 10/18/13 | 234052 | 78.62- |
| COMMERCIAL STATIONERY CO | | | | | | | | |
| Sum | | | | | | | | 78.62- |
| 00002 | COOK, JANICE | OFFICIAL 9/2 | 00201443 | 13000043 | OFFICIAL-ADULT FLAG FTBALL | 10/18/13 | 234057 | 300.00- |
| COOK,JANICE | | | | | | | | |
| Sum | | | | | | | | 300.00- |
| 00002 | COOLEY, NIKITA | SPORTS SRVS | 00201444 | 13000078 | SPORTS SUPPORT SERVICES | 10/18/13 | 234058 | 126.00- |
| COOLEY, NIKITA | | | | | | | | |
| Sum | | | | | | | | 126.00- |
| 00002 | CURTIS, MALCOLM | OFFICIAL 9/2 | 00201442 | 13000060 | OFFICIAL-ADULT SOFTBALL | 10/18/13 | 234064 | 170.00- |
| CURTIS, MALCOLM | | | | | | | | |
| Sum | | | | | | | | 170.00- |
| 00002 | DIXON, TIMOTHY | OFFICIAL 9/2 | 00201442 | 13000061 | OFFICIAL-ADULT SOFTBALL | 10/18/13 | 234073 | 378.00- |
| DIXON,TIMOTHY | | | | | | | | |
| Sum | | | | | | | | 378.00- |
| 00002 | DUNAGIN PEST CONTROL(PRE | 5211272 | 00137322 | 13000031 | SENTRICON SERV REC MAINT BLDG | 10/18/13 | 234075 | 295.00- |
| 00002 | | 5211286 | 00137322 | 13000032 | SENTRICON SERV TATUM SOFTBALL | 10/18/13 | 234075 | 295.00- |
| 00002 | DUNAGIN PEST CONTROL(PRE | 5211254 10/1 | 00137322 | 13000033 | YEARLY SENTRICON DAHMER POOL | 10/18/13 | 234075 | 225.00- |
| DUNAGIN PEST CONTROL(PRE | | | | | | | | |
| Sum | | | | | | | | 815.00- |
| 00002 | EASTERLING, ISAIAH (POLL | OFFICIAL 9/2 | 00201442 | 13000062 | OFFICIAL-ADULT SOFTBALL | 10/18/13 | 234077 | 170.00- |

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|---|---|---|---|---|---|---|---|---|
| EASTERLING, ISAIAH (POLL | | | | | | | | |
| Sum | | | | | | | | 170.00- |
| 00002 | | 200817 & CR | 00137081 | 13000021 | BLDG MATLS TATUM SOCCER | 10/18/13 | 234080 | 93.85- |
| 00002 | ECONOMY SUPPLY CO | 200822 | 00137177 | 13000030 | BLDG SUPP JAYCEE PARK | 10/18/13 | 234080 | 33.88- |
| ECONOMY SUPPLY CO | | | | | | | | |
| Sum | | | | | | | | 127.73- |
| 00002 | ELKINS WHOLESALE INC | 188768-00 | 00137239 | 13000041 | JANIT SUPP GRNDS MAINT | 10/18/13 | 234083 | 410.22- |
| 00002 | ELKINS WHOLESALE INC | 188768-01 | 00137239 | 13000042 | JANIT SUPP GRNDS MAINT | 10/18/13 | 234083 | 44.84- |
| ELKINSWHOLESALE INC | | | | | | | | |
| Sum | | | | | | | | 455.06- |
| 00002 | ESTERS, WILLARD (BUTCH) | OFFICIAL 9/2 | 00201442 | 13000063 | OFFICIAL-TACKLE FOOTBALL | 10/18/13 | 234086 | 170.00- |
| ESTERS, WILLARD (BUTCH) | | | | | | | | |
| Sum | | | | | | | | 170.00- |
| 00002 | FERGUSON, DAVONTE | SPORTS SRVS | 00201444 | 13000079 | SPORTS SUPPORT SERVICES | 10/18/13 | 234093 | 70.00- |
| FERGUSON, DAVONTE | | | | | | | | |
| Sum | | | | | | | | 70.00- |
| 00002 | FERGUSON, TERRELL | SPORTS SRVS | 00201444 | 13000080 | SPORTS SUPPORT SERVICES | 10/18/13 | 234094 | 189.00- |
| FERGUSON, TERRELL | | | | | | | | |
| Sum | | | | | | | | 189.00- |
| 00002 | FERRARA, SHANE | OFFICIAL 9/2 | 00201443 | 13000044 | OFFICIAL-ADULT FLAG FTBALL | 10/18/13 | 234095 | 48.00- |
| FERRARA, SHANE | | | | | | | | |
| Sum | | | | | | | | 48.00- |
| 00002 | FLOWERS N THINGS | PO#137232 10 | 00137232 | 13000015 | INAUGURATION FLOWERS-PODIUM | 10/18/13 | 234098 | 425.00- |
| FLOWERS N THINGS | | | | | | | | |
| Sum | | | | | | | | 425.00- |
| 00002 | FUELMAN OF MS | BG127044 NP3 | 00137125 | 13000009 | JONES MRPA CONF 9/18/13 | 10/18/13 | 234107 | 38.50- |
| FUELMAN OF MS | | | | | | | | |
| Sum | | | | | | | | 38.50- |
| 00002 | GRIFFIN, MICHAEL | OFFICIAL 9/2 | 00201443 | 13000045 | OFFICIAL-ADULT FLAG FTBALL | 10/18/13 | 234127 | 48.00- |
| GRIFFIN, MICHAEL | | | | | | | | |
| Sum | | | | | | | | 48.00- |
| 00002 | GUILLORY, JEREMY | OFFICIAL 9/2 | 00201443 | 13000046 | OFFICIAL-ADULT FLAG FTBALL | 10/18/13 | 234128 | 96.00- |
| GUILLORY, JEREMY | | | | | | | | |
| Sum | | | | | | | | 96.00- |
| 00002 | HOOKER, CONNELLA | OFFICIAL 9/2 | 00201443 | 13000047 | OFFICIAL-ADULT FLAG FTBALL | 10/18/13 | 234140 | 48.00- |
| HOOKER, CONNELLA | | | | | | | | |

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| Sum | | | | | | | | 48.00- |
| 00002 | HOOKER, JOSHUA | SPORTS SRVS | 00201444 | 13000081 | SPORTS SUPPORT SERVICES | 10/18/13 | 234141 | 35.00- |
| HOOKER, JOSHUA | | | | | | | | |
| Sum | | | | | | | | 35.00- |
| 00002 | HORNE, BRENDA | SPORTS SRVS | 00201444 | 13000082 | SPORTS SUPPORT SERVICES | 10/18/13 | 234143 | 98.00- |
| HORNE,BRENDA | | | | | | | | |
| Sum | | | | | | | | 98.00- |
| 00002 | INDOFF INC | 2352522 | 00137205 | 13000098 | OFFICE SUPP GRNDS MAINT | 10/18/13 | 234148 | 86.45- |
| INDOFFINC | | | | | | | | |
| Sum | | | | | | | | 86.45- |
| 00002 | IRBY, STUART C CO | S007835383.0 | 00136876 | 13000034 | ELEC SUPP-LIGHTS-TATUM SOCCER | 10/18/13 | 234150 | 487.95- |
| 00002 | IRBY, STUART C CO | S007835383.0 | 00136876 | 13000035 | ELEC SUPP-LIGHTS-TATUM SOCCER | 10/18/13 | 234150 | 422.10- |
| IRBY,STUART C CO | | | | | | | | |
| Sum | | | | | | | | 910.05- |
| 00002 | JERRY'S AUTOMOTIVE REPAI | 15273 | 00137178 | 13000026 | REPRS U#11214 GRNDS MAINT | 10/18/13 | 234155 | 233.60- |
| JERRY'S AUTOMOTIVE REPAI | | | | | | | | |
| Sum | | | | | | | | 233.60- |
| 00002 | JOHNSON, COURTLAND | OFFICIAL 9/2 | 00201443 | 13000048 | OFFICIAL-ADULT FLAG FTBALL | 10/18/13 | 234159 | 48.00- |
| JOHNSON, COURTLAND | | | | | | | | |
| Sum | | | | | | | | 48.00- |
| 00002 | JONES, ANN | 10/13 | 00201415 | 13000003 | PETTY CASH FOR NEW F/Y | 10/03/13 | 36617 | 500.00- |
| JONES,ANN | | | | | | | | |
| Sum | | | | | | | | 500.00- |
| 00002 | KETTLEY, ANNETTE | SPORTS SRVS | 00201444 | 13000083 | SPORTS SUPPORT SERVICES | 10/18/13 | 234166 | 126.00- |
| KETTLEY, ANNETTE | | | | | | | | |
| Sum | | | | | | | | 126.00- |
| 00002 | | SPORTS SRVS | 00201444 | 13000084 | SPORTS SUPPORT SERVICES | 10/18/13 | 234167 | 126.00- |
| KEYS,MECHEKA | | | | | | | | |
| Sum | | | | | | | | 126.00- |
| 00002 | | OFFICIAL 9/2 | 00201442 | 13000064 | OFFICIAL-TACKLE FOOTBALL | 10/18/13 | 234169 | 570.00- |
| KIRKSEY, JOHNATHAN | | | | | | | | |
| Sum | | | | | | | | 570.00- |
| 00002 | KIRKSEY, NANCY JONES | SPORTS SRVS | 00201444 | 13000085 | SPORTS SUPPORT SERVICES | 10/18/13 | 234170 | 320.00- |
| KIRKSEY, NANCY JONES | | | | | | | | |
| Sum | | | | | | | | 320.00- |
| 00002 | LANCASTER'S MACHINE & WE | 21436 | 00137226 | 13000027 | WELD TRAILER TONGUE | 10/18/13 | 234173 | 48.00- |
| 00002 | LANCASTER'S MACHINE & WE | 21484 | 00137367 | 13000093 | TRAILER REPR GRNDS MAINT | 10/18/13 | 234173 | 38.00- |

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|---|---|---|---|---|---|---|---|---|
| 00002 | LANCASTER'S MACHINE & WE | 21449 | 00137380 | 13000094 | DUMPSTER REPR GRNDS MAINT | 10/18/13 | 234173 | 800.00- |
| LANCASTER'S MACHINE & WE | | | | | | | | |
| Sum | | | | | | | | 886.00- |
| 00002 | LANGHAM, PAUL | OFFICIAL 9/2 | 00201443 | 13000050 | OFFICIAL-ADULT FLAG FTBALL | 10/18/13 | 234174 | 48.00- |
| LANGHAM, PAUL | | | | | | | | |
| Sum | | | | | | | | 48.00- |
| 00002 | LANGSTON, BENJAMIN | OFFICIAL 9/2 | 00201443 | 13000049 | OFFICIAL-ADULT FLAG FTBALL | 10/18/13 | 234175 | 12.00- |
| LANGSTON, BENJAMIN | | | | | | | | |
| Sum | | | | | | | | 12.00- |
| 00002 | LEE, REGINALD | OFFICIAL 9/2 | 00201442 | 13000065 | OFFICIAL-FLAG FOOTBALL | 10/18/13 | 234177 | 465.00- |
| LEE, REGINALD | | | | | | | | |
| Sum | | | | | | | | 465.00- |
| 00002 | MACK, JUSTIN | OFFICIAL 9/2 | 00201443 | 13000051 | OFFICIAL-ADULT FLAG FTBALL | 10/18/13 | 234183 | 12.00- |
| MACK,JUSTIN | | | | | | | | |
| Sum | | | | | | | | 12.00- |
| 00002 | MCELHANEY PLUMBING INC | 212202 | 00137203 | 13000023 | PLUMB SUPP CE ROY WALK TRAIL | 10/18/13 | 234188 | 37.19- |
| MCELHANEY PLUMBING INC | | | | | | | | |
| Sum | | | | | | | | 37.19- |
| 00002 | MCNAIR, EVELENE | OFFICIAL 9/2 | 00201442 | 13000066 | OFFICIAL-FLAG FOOTBALL | 10/18/13 | 234194 | 375.00- |
| MCNAIR, EVELENE | | | | | | | | |
| Sum | | | | | | | | 375.00- |
| 00002 | | 2170325 | 00137187 | 13000100 | TIRE REPR VARI MOWERS | 10/18/13 | 234198 | 42.45- |
| MIKE'STIRE & WHEEL CO | | | | | | | | |
| Sum | | | | | | | | 42.45- |
| 00002 | | OFFICIAL 9/2 | 00201442 | 13000067 | OFFICIAL-ADULT SOFTBALL | 10/18/13 | 234199 | 102.00- |
| MILLER, CLIFF | | | | | | | | |
| Sum | | | | | | | | 102.00- |
| 00002 | | OFFICIAL 9/2 | 00201442 | 13000068 | OFFICIAL-ADULT SOFTBALL | 10/18/13 | 234201 | 153.00- |
| MINGO,DEMYRON MANDELA | | | | | | | | |
| Sum | | | | | | | | 153.00- |
| 00002 | | 25002 | 00137179 | 13000016 | GRASS SOD PUBLIC WORKS | 10/18/13 | 234209 | 95.00- |
| MS GRASS NURSERY | | | | | | | | |
| Sum | | | | | | | | 95.00- |
| 00002 | | 10/13 PKS/RE | 00020141 | 13000040 | MNTHLY ELEC-PARKS & REC | 10/18/13 | 234213 | 1,700.13- |
| MS POWER COMPANY | | | | | | | | |
| Sum | | | | | | | | 1,700.13- |

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| 00002 | MS TURF | 087683 | 00137034 | 13000006 | GRASS SOD MOBILE ST | 10/18/13 | 234217 | 150.00- |
| MS TURF | | | | | | | | |
| Sum | | | | | | | | 150.00- |
| 00002 | MYERS, JAMES | OFFICIAL 9/2 | 00201442 | 13000069 | OFFICIAL-FLAG FOOTBALL | 10/18/13 | 234220 | 50.00- |
| MYERS,JAMES | | | | | | | | |
| Sum | | | | | | | | 50.00- |
| 00002 | NEWELL PAPER COMPANY | 574028 | 00137235 | 13000099 | WASP SPRAY GRNDS MAINT | 10/18/13 | 234231 | 144.00- |
| NEWELLPAPER COMPANY | | | | | | | | |
| Sum | | | | | | | | 144.00- |
| 00002 | NORRIS, RANDY | OFFICIAL 9/2 | 00201442 | 13000070 | OFFICIAL-ADULT SOFTBALL | 10/18/13 | 234234 | 204.00- |
| NORRIS, RANDY | | | | | | | | |
| Sum | | | | | | | | 204.00- |
| 00002 | | OFFICIAL 9/2 | 00201443 | 13000052 | OFFICIAL-ADULT FLAG FTBALL | 10/18/13 | 234236 | 96.00- |
| OATIS,KYLE | | | | | | | | |
| Sum | | | | | | | | 96.00- |
| 00002 | | PPO#136764 9 | 00136764 | 13000036 | YOUTH TACKLE JERSEYS 2013 | 10/18/13 | 234253 | 210.00- |
| PLAY IT AGAIN SPORTS | | | | | | | | |
| Sum | | | | | | | | 210.00- |
| 00002 | POWELL, RANDY | SPORTS SRVS | 00201444 | 13000086 | SPORTS SUPPORT SERVICES | 10/18/13 | 234255 | 238.00- |
| POWELL, RANDY | | | | | | | | |
| Sum | | | | | | | | 238.00- |
| 00002 | | 6489 | 00137475 | 13000095 | YOUTH TACKLEL JERSEYS | 10/18/13 | 234260 | 378.00- |
| 00002 | PRIDE CLEANERS | 6593 | 00137475 | 13000096 | YOUTH TACKLE JERSEYS | 10/18/13 | 234260 | 378.00- |
| PRIDECLEANERS | | | | | | | | |
| Sum | | | | | | | | 756.00- |
| 00002 | REGIONS CARDHOLDER SERVI | 7079 | 00136640 | 13000012 | JONES/TERRELL 9/17-19 REC CNF | 10/18/13 | 234265 | 194.46- |
| REGIONS CARDHOLDER SERVI | | | | | | | | |
| Sum | | | | | | | | 194.46- |
| 00002 | | OFFICIAL 9/2 | 00201443 | 13000053 | OFFICIAL-ADULT FLAG FTBALL | 10/18/13 | 234267 | 12.00- |
| ROLLIN, JACOB | | | | | | | | |
| Sum | | | | | | | | 12.00- |
| 00002 | | OFFICIAL 9/2 | 00201442 | 13000071 | OFFICIAL-ADULT SOFTBALL | 10/18/13 | 234279 | 51.00- |
| SHOULTZ, PATRICK TODD | | | | | | | | |
| Sum | | | | | | | | 51.00- |
| 00002 | | OFFICIAL 9/2 | 00201443 | 13000055 | OFFICIAL-ADULT SOFTBALL | 10/18/13 | 234281 | 51.00- |
| 00002 | SIMPSON, LYNN | OFFICIAL 9/2 | 00201442 | 13000072 | OFFICIAL-ADULT SOFTBALL | 10/18/13 | 234281 | 102.00- |

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|---|---|---|---|---|---|---|---|---|
| SIMPSON, LYNN | | | | | | | | |
| Sum | | | | | | | | 153.00- |
| 00002 | SIMPSON, NELDA | SPORTS SRVS | 00201444 | 13000088 | SPORTS SUPPORT SERVICES | 10/18/13 | 234282 | 42.00- |
| SIMPSON, NELDA | | | | | | | | |
| Sum | | | | | | | | 42.00- |
| 00002 | SOLAR SUPPLY INC | 3448770 | 00137181 | 13000022 | A/C REPR TMBRTN MAGNOLIA FLD | 10/18/13 | 234284 | 492.67- |
| SOLARSUPPLY INC | | | | | | | | |
| Sum | | | | | | | | 492.67- |
| 00002 | SOUTH, CASSIUS | SPORTS SRVS | 00201444 | 13000087 | SPORTS SUPPORT SERVICES | 10/18/13 | 234286 | 84.00- |
| SOUTH,CASSIUS | | | | | | | | |
| Sum | | | | | | | | 84.00- |
| 00002 | SOUTHERN MS PINE STRAW | 8970 | 00137184 | 13000017 | PINE STRAW CITY WIDE USE | 10/18/13 | 234288 | 250.00- |
| SOUTHERN MS PINE STRAW | | | | | | | | |
| Sum | | | | | | | | 250.00- |
| 00002 | STEPPING STONE, THE | 1326 | 00137212 | 13000018 | LANDSCAPE RIVER ROCK | 10/18/13 | 234300 | 104.80- |
| STEPPING STONE, THE | | | | | | | | |
| Sum | | | | | | | | 104.80- |
| 00002 | TERRELL, CLEMON DR | 10/13 | 00201415 | 13000002 | PETTY CASH FOR NEW F/Y | 10/03/13 | 36616 | 500.00- |
| TERRELL, CLEMON DR | | | | | | | | |
| Sum | | | | | | | | 500.00- |
| 00002 | THOMPSON, JESSE | OFFICIAL 9/2 | 00201442 | 13000073 | OFFICIAL-FLAG FOOTBALL | 10/18/13 | 234314 | 100.00- |
| THOMPSON, JESSE | | | | | | | | |
| Sum | | | | | | | | 100.00- |
| 00002 | TROTTER, COREY | OFFICIAL 9/2 | 00201442 | 13000074 | OFFICIAL-ADULT SOFTBALL | 10/18/13 | 234320 | 102.00- |
| TROTTER, COREY | | | | | | | | |
| Sum | | | | | | | | 102.00- |
| 00002 | | OFFICIAL 9/2 | 00201442 | 13000075 | OFFICIAL-ADULT SOFTBALL | 10/18/13 | 234321 | 68.00- |
| TROTTER, WILLIE | | | | | | | | |
| Sum | | | | | | | | 68.00- |
| 00002 | VARNADO, UNDRA | SPORTS SRVS | 00201444 | 13000089 | SPORTS SUPPORT SERVICES | 10/18/13 | 234328 | 168.00- |
| VARNADO, UNDRA | | | | | | | | |
| Sum | | | | | | | | 168.00- |
| 00002 | | PO#137183 10 | 00137183 | 13000019 | FALL PLANTS PUBLIC WORKS | 10/18/13 | 234330 | 93.00- |
| VESELY'S NURSERY | | | | | | | | |
| Sum | | | | | | | | 93.00- |
| 00002 | | SPORTS SRVS | 00201444 | 13000090 | SPORTS SUPPORT SERVICES | 10/18/13 | 234331 | 203.00- |

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|---|---|---|---|---|---|---|---|---|
| VINCENT, CALVIN JR | | | | | | | | |
| Sum | | | | | | | | 203.00- |
| 00002 | WALKER, TEDDRIC | OFFICIAL 9/2 | 00201442 | 13000076 | OFFICIAL-ADULT SOFTBALL | 10/18/13 | 234337 | 238.00- |
| WALKER, TEDDRIC | | | | | | | | |
| Sum | | | | | | | | 238.00- |
| 00002 | WILEY, RAYCORY | SPORTS SRVS | 00201444 | 13000091 | SPORTS SUPPORT SERVICES | 10/18/13 | 234348 | 105.00- |
| WILEY,RAYCORY | | | | | | | | |
| Sum | | | | | | | | 105.00- |
| 00002 | WILLMUT GAS & OIL COMPAN | 10/13 PKS/RE | 00020141 | 13000039 | MNTHLY GAS-PARKS & REC | 10/18/13 | 234350 | 25.94- |
| WILLMUT GAS & OIL COMPAN | | | | | | | | |
| Sum | | | | | | | | 25.94- |
| 00002 | WILSON, CORDARRIN | OFFICIAL 9/2 | 00201443 | 13000054 | OFFICIAL-ADULT FLAG FTBALL | 10/18/13 | 234351 | 48.00- |
| WILSON, CORDARRIN | | | | | | | | |
| Sum | | | | | | | | 48.00- |
| Sum | | | | | | | | 123,214.63- |

CITY OF HATTIESBURG - HATT.MUNICIPAL FIRE PROTECTION
DOCKET OF CLAIMS Date - 10/17/13
PERIOD ENDING OCTOBER 18, 2013

| Vendor | | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| HATT.MUNICIPAL FIRE PROTECTION | | | | | | | | |
| 00005 | TRUSTMARK NATIONAL BANK/ | 00028401107 | 00201422 | 13000002 | FIRE TRUCK LEASE NOTE #33523 | 10/14/13 | 21702 | 14,340.60- |
| TRUSTMARK NATIONAL BANK/ | | | | | | | | |
| Sum | | | | | | | | 14,340.60- |
| Sum | | | | | | | | 14,340.60- |

CITY OF HATTIESBURG - PAYROLL FUND
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 18, 2013

Date - 10/17/13

| Vendor | | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| PAYROLL FUND | | | | | | | | |
| 00006 | TRANSAMERICA LIFE | #1844 | 00020143 | 13000005 | BURIAL INS PREMIUM | 10/10/13 | 18198 | 392.04- |
| TRANSAMERICA LIFE | | | | | | | | |
| Sum | | | | | | | | 392.04- |
| Sum | | | | | | | | 392.04- |

CITY OF HATTIESBURG - WATER& SEWER OPERATION/MAINT.
DOCKET OF CLAIMS Date - 10/17/13
PERIOD ENDING OCTOBER 18, 2013

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| WATER& SEWER OPERATION/MAINT. | | | | | | | | |
| 00009 | AAMCO TRANS/AUTOMOTIVE S | 126998 | 00137053 | 13000025 | REPR PTS U#14702 LAGOON | 10/18/13 | 233973 | 195.50- |
| AAMCOTRANS/AUTOMOTIVE S | | | | | | | | |
| Sum | | | | | | | | 195.50- |
| 00009 | AARON OIL COMPANY INC | 74579-V | 00137404 | 13000082 | REMOVE USED/UNUSED GREASES | 10/18/13 | 233974 | 447.50- |
| AARONOIL COMPANY INC | | | | | | | | |
| Sum | | | | | | | | 447.50- |
| 00009 | ADVANCED JANITORIAL SERV | 20091 WTR OF | 00137107 | 13000016 | SERV 9/13 WATER OFFICE | 10/18/13 | 233978 | 495.00- |
| ADVANCED JANITORIAL SERV | | | | | | | | |
| Sum | | | | | | | | 495.00- |
| 00009 | | 29660 | 00137050 | 13000104 | PIPE SAW WASHERS SEWER DEPT | 10/18/13 | 233985 | 54.12- |
| ALLBRITTON CHAIN SAW & L | | | | | | | | |
| Sum | | | | | | | | 54.12- |
| 00009 | | SEWER BILLIN | 00137104 | 13000017 | SWR BILL REPORT 7/13-9/13 | 10/18/13 | 233995 | 405.00- |
| ARNOLDLINE WATER ASSN I | | | | | | | | |
| Sum | | | | | | | | 405.00- |
| 00009 | | 10741 | 00137157 | 13000039 | BATTERY U#11519 WTR OFFICE | 10/18/13 | 233997 | 115.95- |
| AUTO ARMATURE SERVICE IN | | | | | | | | |
| Sum | | | | | | | | 115.95- |
| 00009 | | 315407 | 00137097 | 13000024 | PROPANE PLANT FORKLIFT | 10/18/13 | 234012 | 46.00- |
| BLOSSMAN GAS INC | | | | | | | | |
| Sum | | | | | | | | 46.00- |
| 00009 | BONNER ANALYTICAL TESTIN | 53530 | 00137064 | 13000013 | BOIL WTR SAMPLES VARI LOC | 10/18/13 | 234017 | 106.00- |
| BONNERANALYTICAL TESTIN | | | | | | | | |
| Sum | | | | | | | | 106.00- |
| 00009 | BOURNE BROTHERS PRINTING | 48543 | 00136341 | 13000065 | PRINT WATER BILLS | 10/18/13 | 234018 | 2,375.00- |
| BOURNEBROTHERS PRINTING | | | | | | | | |
| Sum | | | | | | | | 2,375.00- |
| 00009 | BOUTWELL, MATTHEW | 10/13 | 00201315 | 13000002 | PETTY CASH FOR NEW F/Y | 10/03/13 | 21699 | 500.00- |
| BOUTWELL, MATTHEW | | | | | | | | |
| Sum | | | | | | | | 500.00- |
| 00009 | BRUNINI | 191542 | 00137110 | 13000020 | SERVS FUTURE CITY WASTEWATER | 10/18/13 | 234024 | 18,901.39- |

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|---|---|---|---|---|---|---|---|---|
| 00009 | BRUNINI | 191541 | 00137110 | 13000021 | SERVS GULF RESTORATION | 10/18/13 | 234024 | 2,640.00- |
| BRUNINI | | | | | | | | |
| Sum | | | | | | | | 21,541.39- |
| 00009 | CARQUEST AUTO PARTS STOR | 14758-14815 | 00136797 | 13000037 | REPR PTS U#13513 SEWER | 10/18/13 | 234035 | 31.49- |
| 00009 | CARQUEST AUTO PARTS STOR | 14758-14814 | 00136942 | 13000038 | REPR PTS U#12518 SEWER | 10/18/13 | 234035 | 4.56- |
| 00009 | CARQUEST AUTO PARTS STOR | 14758-14933 | 00137320 | 13000080 | REPR PTS U#14702 LAGOON | 10/18/13 | 234035 | 433.94- |
| 00009 | | 14758-14941 | 00137200 | 13000091 | REPR PTS U#11211 TRANS | 10/18/13 | 234035 | 13.22- |
| 00009 | CARQUEST AUTO PARTS STOR | 14758-14960 | 00137147 | 13000093 | REPR PTS U#12518 SEWER | 10/18/13 | 234035 | 4.56- |
| 00009 | CARQUEST AUTO PARTS STOR | 14758-14882 | 00137189 | 13000099 | REPR PTS U#12518 TRANS | 10/18/13 | 234035 | 155.19- |
| 00009 | CARQUEST AUTO PARTS STOR | 14758-14881 | 00137189 | 13000100 | REPR PTS U#9222 TRANS | 10/18/13 | 234035 | 254.06- |
| CARQUEST AUTO PARTS STOR | | | | | | | | |
| Sum | | | | | | | | 897.02- |
| 00009 | CENTRAL PIPE SUPPLY INC | R95934 | 00137060 | 13000028 | PLUMB SUPP TRANS DEPT | 10/18/13 | 234038 | 3,570.00- |
| 00009 | CENTRAL PIPE SUPPLY INC | R96935 | 00137070 | 13000029 | METER BOX LIDS/CURB STOPS | 10/18/13 | 234038 | 1,021.00- |
| CENTRAL PIPE SUPPLY INC | | | | | | | | |
| Sum | | | | | | | | 4,591.00- |
| 00009 | CERTIFIED LABORATORIES | 1268960 | 00137155 | 13000042 | GEAR OIL LAGOONS | 10/18/13 | 234040 | 3,400.00- |
| 00009 | CERTIFIED LABORATORIES | 1269776 | 00137071 | 13000083 | CHEMICALS LAGOON | 10/18/13 | 234040 | 22,155.10- |
| CERTIFIED LABORATORIES | | | | | | | | |
| Sum | | | | | | | | 25,555.10- |
| 00009 | CHAIN ELECTRIC COMPANY | 26616 | 00137167 | 13000032 | CONTROLLER REPR USM LIFT STA | 10/18/13 | 234041 | 1,065.93- |
| 00009 | CHAIN ELECTRIC COMPANY | 26615 | 00137167 | 13000033 | GENERATOR REPR BURKETT STA | 10/18/13 | 234041 | 100.50- |
| CHAINELECTRIC COMPANY | | | | | | | | |
| Sum | | | | | | | | 1,166.43- |
| 00009 | CITY OF HATTIESBURG FUND | TRF 1ST 10/1 | 00201411 | 13000001 | TRF 1ST 10/13 PAYROLL | 10/02/13 | 21698 | 73,817.04- |
| 00009 | | TRF 2ND 10/1 | 00201438 | 13000090 | TRF 2ND 10/13 PAYROLL | 10/16/13 | 21704 | 96,712.07- |
| CITY OF HATTIESBURG FUND | | | | | | | | |
| Sum | | | | | | | | 170,529.11- |
| 00009 | | 606252707 | 00136774 | 13000005 | PLUMB SUPP TRANS STOCK | 10/18/13 | 234049 | 1,599.67- |
| COBURN'S SUPPLY CO INC | | | | | | | | |
| Sum | | | | | | | | 1,599.67- |
| 00009 | | 47959 | 00131556 | 13000015 | SCADA ADDITION PETAL FLOW MTR | 10/18/13 | 234056 | 13,787.00- |
| CONTROL SYSTEMS INC | | | | | | | | |
| Sum | | | | | | | | 13,787.00- |
| 00009 | | 63616 | 00136983 | 13000009 | REPR PTS U#18997 SEWER | 10/18/13 | 234060 | 348.14- |
| COVINGTON SALES & SERVIC | | | | | | | | |
| Sum | | | | | | | | 348.14- |
| 00009 | D P C ENTERPRISES LP | 212002038-13 | 00136604 | 13000006 | CHLORINE PLT #2 | 10/18/13 | 234066 | 1,164.00- |
| 00009 | D P C ENTERPRISES LP | 212002065-13 | 00136643 | 13000007 | CHLORINE FORREST GENERAL | 10/18/13 | 234066 | 780.00- |

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|---|---|---|---|---|---|---|---|---|
| 00009 | D P C ENTERPRISES LP | 212002037-13 | 00136657 | 13000010 | CHEMICALS LAGOON | 10/18/13 | 234066 | 3,324.00- |
| D P CENTERPRISES LP | | | | | | | | |
| Sum | | | | | | | | 5,268.00- |
| 00009 | DUNAGIN PEST CONTROL(PRE | 8771084 | 00137352 | 13000041 | SENTRICON SERV WTR PLANT | 10/18/13 | 234075 | 148.75- |
| 00009 | DUNAGIN PEST CONTROL(PRE | 5211292 10/1 | 00137472 | 13000089 | YEARLY SENTRICON WTR OFFICE | 10/18/13 | 234075 | 295.00- |
| DUNAGIN PEST CONTROL(PRE | | | | | | | | |
| Sum | | | | | | | | 443.75- |
| 00009 | G & K SERVICES | 1035414442 | 00137333 | 13000045 | UNIFORMS 9/03 TRANS | 10/18/13 | 234114 | 35.64- |
| 00009 | | 1035416605 | 00137333 | 13000046 | UNIFORMS 9/10 TRANS | 10/18/13 | 234114 | 35.64- |
| 00009 | G & K SERVICES | 1035418747 | 00137333 | 13000047 | UNIFORMS 9/17 TRANS | 10/18/13 | 234114 | 35.64- |
| 00009 | G & K SERVICES | 1035420899 | 00137333 | 13000048 | UNIFORMS 9/24 TRANS | 10/18/13 | 234114 | 35.64- |
| 00009 | G & K SERVICES | 1035414446 | 00137333 | 13000049 | MOP/MAT 9/03 PLANT | 10/18/13 | 234114 | 19.95- |
| 00009 | G & K SERVICES | 1035416609 | 00137333 | 13000050 | MOP/MAT 9/10 PLANT | 10/18/13 | 234114 | 19.95- |
| 00009 | | 1035418751 | 00137333 | 13000051 | MOP/MAT 9/17 PLANT | 10/18/13 | 234114 | 19.95- |
| 00009 | G & K SERVICES | 1035420903 | 00137333 | 13000052 | MOP/MAT 9/24 PLANT | 10/18/13 | 234114 | 19.95- |
| 00009 | G & K SERVICES | 1035414443 | 00137333 | 13000053 | UNIFORMS 9/03 PLANT | 10/18/13 | 234114 | 60.60- |
| 00009 | G & K SERVICES | 1035416606 | 00137333 | 13000054 | UNIFORMS 9/10 PLANT | 10/18/13 | 234114 | 48.00- |
| 00009 | | 1035418748 | 00137333 | 13000055 | UNIFORMS 9/17 PLANT | 10/18/13 | 234114 | 48.00- |
| 00009 | G & K SERVICES | 1035420900 | 00137333 | 13000056 | UNIFORMS 9/24 PLANT | 10/18/13 | 234114 | 48.00- |
| 00009 | G & K SERVICES | 1035414441 | 00137333 | 13000057 | UNIFORMS 9/03 SEWER | 10/18/13 | 234114 | 48.00- |
| 00009 | G & K SERVICES | 1035416604 | 00137333 | 13000058 | UNIFORMS 9/10 SEWER | 10/18/13 | 234114 | 48.00- |
| 00009 | | 1035418746 | 00137333 | 13000059 | UNIFORMS 9/17 SEWER | 10/18/13 | 234114 | 48.00- |
| 00009 | G & K SERVICES | 1035420898 | 00137333 | 13000060 | UNIFORMS 9/24 SEWER | 10/18/13 | 234114 | 48.00- |
| 00009 | G & K SERVICES | 1035414444 | 00137333 | 13000061 | UNIFORMS 9/03 LAGOON | 10/18/13 | 234114 | 15.84- |
| 00009 | G & K SERVICES | 1035416607 | 00137333 | 13000062 | UNIFORMS 9/10 LAGOON | 10/18/13 | 234114 | 15.84- |
| 00009 | | 1035418749 | 00137333 | 13000063 | UNIFORMS 9/17 LAGOON | 10/18/13 | 234114 | 15.84- |
| 00009 | G & K SERVICES | 1035420901 | 00137333 | 13000064 | UNIFORMS 9/24 LAGOON | 10/18/13 | 234114 | 15.84- |
| G & KSERVICES | | | | | | | | |
| Sum | | | | | | | | 682.32- |
| 00009 | GILLILANDS ELECTRONICS S | 55702 | 00137123 | 13000018 | ALARM SERV 10/13-1/14 WTR OFC | 10/18/13 | 234124 | 90.00- |
| GILLILANDS ELECTRONICS S | | | | | | | | |
| Sum | | | | | | | | 90.00- |
| 00009 | IRBY, STUART C CO | S007790121.0 | 00136237 | 13000008 | PROCESSMETER WATER PLANT | 10/18/13 | 234150 | 919.95- |
| IRBY,STUART C CO | | | | | | | | |
| Sum | | | | | | | | 919.95- |
| 00009 | JET CONSTRUCTION | 1712 | 00136743 | 13000026 | CLAY GRAVEL TRANS DEPT | 10/18/13 | 234157 | 1,150.00- |
| 00009 | JET CONSTRUCTION | 1720 | 00136743 | 13000027 | CLAY GRAVEL TRANS DEPT | 10/18/13 | 234157 | 862.50- |
| JET CONSTRUCTION | | | | | | | | |
| Sum | | | | | | | | 2,012.50- |
| 00009 | LANCASTER'S MACHINE & WE | 21461 | 00137004 | 13000014 | REMOVE GEAR BOX SHAFTS | 10/18/13 | 234173 | 250.00- |
| 00009 | | 21479 | 00137166 | 13000044 | REMOVE GEAR BOX SHAFT/REPR | 10/18/13 | 234173 | 195.00- |
| 00009 | LANCASTER'S MACHINE & WE | 21392 | 00137051 | 13000102 | CLEANOUT CAP WRENCHES-SEWER | 10/18/13 | 234173 | 350.00- |

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|---|---|---|---|---|---|---|---|---|
| LANCASTER'S MACHINE & WE | | | | | | | | |
| Sum | | | | | | | | 795.00- |
| 00009 | LIFT'S, INC | 671 | 00136717 | 13000031 | ELEC JACK SHAFT REPR PLT #2 | 10/18/13 | 234180 | 4,756.00- |
| LIFT'S, INC | | | | | | | | |
| Sum | | | | | | | | 4,756.00- |
| 00009 | | 2170468 | 00137052 | 13000103 | TRAILER TIRES SEWER DEPT | 10/18/13 | 234198 | 328.90- |
| MIKE'STIRE & WHEEL CO | | | | | | | | |
| Sum | | | | | | | | 328.90- |
| 00009 | | 4998869-00 | 00136986 | 13000034 | A/C REPR PTS PLT #2 | 10/18/13 | 234200 | 10.00- |
| MINGLEDORFF'S INC | | | | | | | | |
| Sum | | | | | | | | 10.00- |
| 00009 | | 10/13 | 00201415 | 13000003 | PETTY CASH FOR NEW F/Y | 10/03/13 | 21700 | 160.00- |
| MITCHELL, SHERRY | | | | | | | | |
| Sum | | | | | | | | 160.00- |
| 00009 | MORGAN, C J INC | 2013115 | 00137388 | 13000066 | REPRS JM TATUM WATER TANK | 10/18/13 | 234205 | 21,536.27- |
| 00009 | | 2013113 | 00137388 | 13000067 | REPR WTR LEAK LOWER PLANT #1 | 10/18/13 | 234205 | 585.00- |
| 00009 | MORGAN, C J INC | 2013116 | 00137388 | 13000068 | FIRE LINE TAP NEW CHURCH | 10/18/13 | 234205 | 3,642.00- |
| 00009 | MORGAN, C J INC | 2013117 | 00137388 | 13000069 | WATER LEAK REPR THOMPSON | 10/18/13 | 234205 | 1,530.00- |
| 00009 | MORGAN, C J INC | 2013119 | 00137388 | 13000070 | REPRS WATER PLANT #2 | 10/18/13 | 234205 | 4,110.00- |
| 00009 | | 2013128 | 00137388 | 13000071 | FIRE TAP/HYDRANT WLM CAREY | 10/18/13 | 234205 | 13,236.49- |
| 00009 | MORGAN, C J INC | 2013111 | 00137388 | 13000072 | SEWER REPR 3 HARDY/KLONDYKE | 10/18/13 | 234205 | 29,335.71- |
| 00009 | MORGAN, C J INC | 2013112 | 00137388 | 13000073 | SEWER LINE LAKE ESTATE | 10/18/13 | 234205 | 13,340.20- |
| 00009 | MORGAN, C J INC | 2013120 | 00137388 | 13000074 | REPRS MAMMOUTH SPRINGS STA | 10/18/13 | 234205 | 36,739.92- |
| 00009 | MORGAN, C J INC | 2013121 | 00137388 | 13000075 | PUMP HOLDING TANKS 9/13 | 10/18/13 | 234205 | 16,343.80- |
| 00009 | | 2013126 | 00137388 | 13000076 | TAP MANHOLE WHISPERING PINES | 10/18/13 | 234205 | 20,012.36- |
| 00009 | MORGAN, C J INC | 2013127 | 00137388 | 13000077 | ROAD REPRS SOUTH LAGOON | 10/18/13 | 234205 | 10,387.50- |
| 00009 | MORGAN, C J INC | 2013130 | 00137388 | 13000078 | SEWER TAP NEW BLDG WLM CAREY | 10/18/13 | 234205 | 7,258.56- |
| 00009 | MORGAN, C J INC | 2013131 | 00137388 | 13000079 | CAVE IN REPR HARDY ST/S 17TH | 10/18/13 | 234205 | 3,749.97- |
| 00009 | MORGAN, C J INC | 2013114 | 00137479 | 13000094 | ROAD REPR AUGUSTA COURT | 10/18/13 | 234205 | 5,038.95- |
| MORGAN, C J INC | | | | | | | | |
| Sum | | | | | | | | 186,846.73- |
| 00009 | MS POWER COMPANY | 10/13 W&SO&M | 00020141 | 13000088 | MNTHLY ELEC-W&SO&M | 10/18/13 | 234213 | 38,708.49- |
| MS POWER COMPANY | | | | | | | | |
| Sum | | | | | | | | 38,708.49- |
| 00009 | MYERS UNDERGROUND UTILIT | APPL #4 W&SO | 00137483 | 13000092 | SRVS 8/31-9/30 W 4TH ST SEWER | 10/18/13 | 234219 | 6,155.32- |
| MYERSUNDERGROUND UTILIT | | | | | | | | |
| Sum | | | | | | | | 6,155.32- |
| 00009 | NICHOLSON & COMPANY PLLC | 166434 | 00201448 | 13000096 | INTERIM BILLING '12-'13 AUDIT | 10/18/13 | 234232 | 4,000.00- |
| NICHOLSON & COMPANY PLLC | | | | | | | | |

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|---|---|---|---|---|---|---|---|---|
| Sum | | | | | | | | 4,000.00- |
| 00009 | NORTH LAMAR WATER ASSN | SEWER BILLIN | 00137277 | 13000036 | SEWER BILLING REPORT 9/13 | 10/18/13 | 234235 | 135.00- |
| NORTHLAMAR WATER ASSN | | | | | | | | |
| Sum | | | | | | | | 135.00- |
| 00009 | PEARL RIVER VALLEY EPA ( | 10/13 W&SO&M | 00020141 | 13000087 | MNTHLY 10/13 PUBLIC SERVICES | 10/18/13 | 234245 | 7,839.96- |
| PEARLRIVER VALLEY EPA ( | | | | | | | | |
| Sum | | | | | | | | 7,839.96- |
| 00009 | PINE BELT INDUSTRIAL SUP | 4115748-01 | 00135928 | 13000030 | LIME MACHINE REPR PTS | 10/18/13 | 234248 | 89.50- |
| PINE BELT INDUSTRIAL SUP | | | | | | | | |
| Sum | | | | | | | | 89.50- |
| 00009 | PUMP AND CONTROL SERVICE | 474 | 00136985 | 13000012 | MAINT/REPRS S LAGOON 9/23-26 | 10/18/13 | 234262 | 3,200.00- |
| 00009 | PUMP AND CONTROL SERVICE | 475 | 00137161 | 13000043 | MAINT/REPRS S LAGN 9/30-10/3 | 10/18/13 | 234262 | 3,200.00- |
| 00009 | | 476 | 00137363 | 13000084 | MAINT/REPRS S LAGOON 10/7-10 | 10/18/13 | 234262 | 3,200.00- |
| PUMP AND CONTROL SERVICE | | | | | | | | |
| Sum | | | | | | | | 9,600.00- |
| 00009 | | 1292-0006M 9 | 00137112 | 13000022 | SERVS PETAL SEWER RATE ISSUE | 10/18/13 | 234263 | 5,015.02- |
| PYLE,MILLS & DYE PA | | | | | | | | |
| Sum | | | | | | | | 5,015.02- |
| 00009 | | 15535 | 00136564 | 13000011 | AERATOR PTS SOUTH LAGOON | 10/18/13 | 234269 | 1,250.00- |
| S & NAIROFLO INC | | | | | | | | |
| Sum | | | | | | | | 1,250.00- |
| 00009 | SCOGGINS PUMP REPAIR | 9141 | 00137091 | 13000035 | PUMP EQUIP PTS BURKETT/63RD | 10/18/13 | 234273 | 900.00- |
| SCOGGINS PUMP REPAIR | | | | | | | | |
| Sum | | | | | | | | 900.00- |
| 00009 | SOUTHERN PINE ELECTRIC P | 10/13 W&SO&M | 00020141 | 13000086 | MNTHLY 10/13 PUBLIC SERVICES | 10/18/13 | 234289 | 1,114.68- |
| SOUTHERN PINE ELECTRIC P | | | | | | | | |
| Sum | | | | | | | | 1,114.68- |
| 00009 | U S POSTMASTER-POSTAGE ( | PERMIT #213 | 00137086 | 13000081 | POSTAGE 10/13 WATER OFFICE | 10/15/13 | 21703 | 3,500.00- |
| U S POSTMASTER-POSTAGE ( | | | | | | | | |
| Sum | | | | | | | | 3,500.00- |
| 00009 | UNDERWOOD'S SMALL ENGINE | 46262 | 00137266 | 13000097 | WATER PUMP WTR BILL DEPT SERV | 10/18/13 | 234324 | 299.00- |
| 00009 | | 46297 | 00137401 | 13000098 | WATER PUMP HOSE WTR OFFICE | 10/18/13 | 234324 | 59.95- |
| UNDERWOOD'S SMALL ENGINE | | | | | | | | |
| Sum | | | | | | | | 358.95- |
| 00009 | | 1090 | 00137411 | 13000095 | WELD ALUMINUM BOAT LAGOON | 10/18/13 | 234338 | 35.00- |
| WALTER, PAUL & SON WELDI | | | | | | | | |
| Sum | | | | | | | | 35.00- |

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|---|---|---|---|---|---|---|---|---|
| 00009 | WARREN PAVING INC | 14330MB | 00136742 | 13000040 | CRUSHED CONCRETE TRANS DEPT | 10/18/13 | 234339 | 3,341.24- |
| WARRENPAVING INC | | | | | | | | |
| Sum | | | | | | | | 3,341.24- |
| 00009 | WATTS BROTHERS TRACTOR C | 151809 | 00137061 | 13000101 | EXCAVATOR REPR PTS TRANS DEPT | 10/18/13 | 234344 | 888.98- |
| WATTSBROTHERS TRACTOR C | | | | | | | | |
| Sum | | | | | | | | 888.98- |
| 00009 | WILLMUT GAS & OIL COMPAN | 10/13 W&SO&M | 00020141 | 13000085 | MNTHLY GAS-W&SO&M | 10/18/13 | 234350 | 50.86- |
| WILLMUT GAS & OIL COMPAN | | | | | | | | |
| Sum | | | | | | | | 50.86- |
| Sum | | | | | | | | 530,051.08- |

CITY OF HATTIESBURG - WATER& SEWER B & I
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 18, 2013

Date - 10/17/13

| Vendor | | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| WATER& SEWER B & I | | | | | | | | |
| 00010 | TRUSTMARK NATIONAL BANK/ | 51806-2013 W | 00201419 | 13000001 | 51806-2013 W&S 5 YR NOTE | 10/07/13 | 36642 | 20,700.00- |
| TRUSTMARK NATIONAL BANK/ | | | | | | | | |
| Sum | | | | | | | | 20,700.00- |
| Sum | | | | | | | | 20,700.00- |

CITY OF HATTIESBURG - WATER& SEWER FUND
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 18, 2013

Date - 10/17/13

| Vendor | | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| WATER& SEWER FUND | | | | | | | | |
| 00011 | ANDERSON, MICHEAL | METER DEP RF | 00201410 | 13000008 | METER DEP RFD | 10/18/13 | 233989 | 40.00- |
| ANDERSON, MICHEAL | | | | | | | | |
| Sum | | | | | | | | 40.00- |
| 00011 | BLEVINS, ALEXANDER | METER DEP RF | 00201435 | 13000064 | METER DEP RFD | 10/18/13 | 234011 | 38.82- |
| BLEVINS, ALEXANDER | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | BOCK, NIKKI | METER DEP RF | 00201424 | 13000047 | METER DEP RFD | 10/18/13 | 234014 | 2.64- |
| BOCK,NIKKI | | | | | | | | |
| Sum | | | | | | | | 2.64- |
| 00011 | | METER DEP RF | 00201435 | 13000059 | METER DEP RFD | 10/18/13 | 234015 | 38.82- |
| BOGGS,JAN | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | | METER DEP RF | 00201424 | 13000026 | METER DEP RFD | 10/18/13 | 234020 | 3.82- |
| BOX, BETTY | | | | | | | | |
| Sum | | | | | | | | 3.82- |
| 00011 | | METER DEP RF | 00201435 | 13000060 | METER DEP RFD | 10/18/13 | 234027 | 51.88- |
| BURNS,CAROL M | | | | | | | | |
| Sum | | | | | | | | 51.88- |
| 00011 | | METER DEP RF | 00201435 | 13000056 | METER DEP RFD | 10/18/13 | 234030 | 40.00- |
| CALICO, NICK | | | | | | | | |
| Sum | | | | | | | | 40.00- |
| 00011 | CARTER, MELISSA | METER DEP RF | 00201410 | 13000015 | METER DEP RFD | 10/18/13 | 234037 | 2.64- |
| CARTER, MELISSA | | | | | | | | |
| Sum | | | | | | | | 2.64- |
| 00011 | CITY OF HATTIESBURG FUND | 9/13 WATER D | | 13000007 | 9/13 WATER DIST 10/13 | 10/03/13 | 36641 | 11,597.74- |
| CITY OF HATTIESBURG FUND | | | | | | | | |
| Sum | | | | | | | | 11,597.74- |
| 00011 | CLARK, ANDREA | METER DEP RF | 00201435 | 13000063 | METER DEP RFD | 10/18/13 | 234045 | 2.64- |
| CLARK,ANDREA | | | | | | | | |
| Sum | | | | | | | | 2.64- |
| 00011 | COPPER, DALE L | METER DEP RF | 00201424 | 13000051 | METER DEP RFD | 10/18/13 | 234059 | 11.76- |

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|---|---|---|---|---|---|---|---|---|
| COPPER, DALE L | | | | | | | | |
| Sum | | | | | | | | 11.76- |
| 00011 | | METER DEP RF | 00201435 | 13000061 | METER DEP RFD | 10/18/13 | 234063 | 38.82- |
| CRIGLER, COLEMAN | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | | METER DEP RF | 00201424 | 13000036 | METER DEP RFD | 10/18/13 | 234070 | 38.82- |
| DEWS,HALEY | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | EVANS, GWENDOLYN | METER DEP RF | 00201435 | 13000068 | METER DEP RFD | 10/18/13 | 234087 | 75.00- |
| EVANS,GWENDOLYN | | | | | | | | |
| Sum | | | | | | | | 75.00- |
| 00011 | FAIRCHILD, VIRGINIA | METER DEP RF | 00201424 | 13000027 | METER DEP RFD | 10/18/13 | 234089 | 3.82- |
| FAIRCHILD, VIRGINIA | | | | | | | | |
| Sum | | | | | | | | 3.82- |
| 00011 | FENTON, JAMES M | METER DEP RF | 00201410 | 13000010 | METER DEP RFD | 10/18/13 | 234092 | 3.82- |
| FENTON, JAMES M | | | | | | | | |
| Sum | | | | | | | | 3.82- |
| 00011 | FINLO CONSTRUCTION CO IN | METER DEP RF | 00201410 | 13000018 | METER DEP RFD | 10/18/13 | 234097 | 11.42- |
| FINLOCONSTRUCTION CO IN | | | | | | | | |
| Sum | | | | | | | | 11.42- |
| 00011 | FUENTES, BRENDA L | METER DEP RF | 00201410 | 13000021 | METER DEP RFD | 10/18/13 | 234108 | 2.64- |
| FUENTES, BRENDA L | | | | | | | | |
| Sum | | | | | | | | 2.64- |
| 00011 | FULLER, CHRISANGEL W | METER DEP RF | 00201424 | 13000032 | METER DEP RFD | 10/18/13 | 234109 | 38.82- |
| FULLER, CHRISANGEL W | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | GARCIA, CONSTANCE M | METER DEP RF | 00201424 | 13000023 | METER DEP RFD | 10/18/13 | 234117 | 40.00- |
| GARCIA, CONSTANCE M | | | | | | | | |
| Sum | | | | | | | | 40.00- |
| 00011 | GAUTREAUX, STEPHEN JR | METER DEP RF | 00201410 | 13000012 | METER DEP RFD | 10/18/13 | 234119 | 3.82- |
| GAUTREAUX, STEPHEN JR | | | | | | | | |
| Sum | | | | | | | | 3.82- |
| 00011 | GRAVES, JULIET S | METER DEP RF | 00201410 | 13000011 | METER DERP RFD | 10/18/13 | 234126 | 20.82- |
| GRAVES, JULIET S | | | | | | | | |
| Sum | | | | | | | | 20.82- |
| 00011 | HABERMAN, DOMINIC | METER DEP RF | 00201424 | 13000030 | METER DEP RFD | 10/18/13 | 234130 | 2.64- |

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|---|---|---|---|---|---|---|---|---|
| HABERMAN, DOMINIC | | | | | | | | |
| Sum | | | | | | | | 2.64- |
| 00011 | | METER DEP RF | 00201424 | 13000043 | METER DEP RFD | 10/18/13 | 234135 | 11.76- |
| HEBERT, JUSTIN | | | | | | | | |
| Sum | | | | | | | | 11.76- |
| 00011 | HERRING, VERONICA R | METER DEP RF | 00201410 | 13000019 | METER DEP RFD | 10/18/13 | 234136 | 17.20- |
| HERRING, VERONICA R | | | | | | | | |
| Sum | | | | | | | | 17.20- |
| 00011 | HOLMES, CARMETTA P | METER DEP RF | 00201424 | 13000044 | METER DEP RFD | 10/18/13 | 234139 | 38.82- |
| HOLMES, CARMETTA P | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | | METER DEP RF | 00201424 | 13000052 | METER DEP RFD | 10/18/13 | 234144 | 29.10- |
| HOSEY,JUSTIN T | | | | | | | | |
| Sum | | | | | | | | 29.10- |
| 00011 | | METER DEP RF | 00201424 | 13000035 | METER DEP RFD | 10/18/13 | 234145 | 38.82- |
| HUGHES, VICKI L | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | | METER DEP RF | 00201424 | 13000038 | METER DEP RFD | 10/18/13 | 234151 | 2.64- |
| IVAS,AIMEE | | | | | | | | |
| Sum | | | | | | | | 2.64- |
| 00011 | | METER DEP RF | 00201424 | 13000031 | METER DEP RFD | 10/18/13 | 234156 | 35.30- |
| JESTERLLC | | | | | | | | |
| Sum | | | | | | | | 35.30- |
| 00011 | JOHNSON, STEVEN J | METER DEP RF | 00201424 | 13000042 | METER DEP RFD | 10/18/13 | 234160 | 38.82- |
| JOHNSON, STEVEN J | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | KEELY, JOHNATHAN W | METER DEP RF | 00201424 | 13000050 | METER DEP RFD | 10/18/13 | 234163 | 38.82- |
| KEELY,JOHNATHAN W | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | LAYMAN JEANETTE | METER DEP RF | 00201424 | 13000025 | METER DEP RFD | 10/18/13 | 234176 | 3.82- |
| LAYMANJEANETTE | | | | | | | | |
| Sum | | | | | | | | 3.82- |
| 00011 | LEIGHOW, HEATHER | METR DEP RFD | 00201424 | 13000041 | METER DEP RFD | 10/18/13 | 234178 | 38.82- |
| LEIGHOW, HEATHER | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | MAGEE, TESHEIKA R | METER DEP RF | 00201410 | 13000020 | METER DEP RFD | 10/18/13 | 234184 | 36.64- |

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|---|---|---|---|---|---|---|---|---|
| MAGEE,TESHEIKA R | | | | | | | | |
| Sum | | | | | | | | 36.64- |
| 00011 | MARTIN, BRITTANY N | METER DEP RF | 00201435 | 13000066 | METER DEP RFD | 10/18/13 | 234185 | 38.82- |
| MARTIN, BRITTANY N | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | | METER DEP RF | 00201435 | 13000058 | METER DEP RFD | 10/18/13 | 234191 | 38.82- |
| MCLEOD, JACOB W | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | | METER DEP RF | 00201424 | 13000028 | METER DEP RFD | 10/18/13 | 234193 | 3.82- |
| MCMURTRAY, SHARON | | | | | | | | |
| Sum | | | | | | | | 3.82- |
| 00011 | | METER DEP RF | 00201424 | 13000045 | METER DEP RFD | 10/18/13 | 234195 | 38.82- |
| MCWILLIAMS, BILLY I | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | NETWORK SERVICES (NSI) | 10201490000 | 00201425 | 13000055 | WATER COLLECTIONS FEES | 10/18/13 | 234230 | 153.33- |
| NETWORK SERVICES (NSI) | | | | | | | | |
| Sum | | | | | | | | 153.33- |
| 00011 | OTT, DAVID M | METER DEP RF | 00201424 | 13000022 | METER DEP RFD | 10/18/13 | 234239 | 75.00- |
| OTT, DAVID M | | | | | | | | |
| Sum | | | | | | | | 75.00- |
| 00011 | OWEN, ROBERT C | METER DEP RF | 00201410 | 13000009 | METER DEP RFD | 10/18/13 | 234241 | 40.00- |
| OWEN,ROBERT C | | | | | | | | |
| Sum | | | | | | | | 40.00- |
| 00011 | PALMER HEIGHTS LLC 15 | METER DEP RF | 00201410 | 13000017 | METER DEP RFD | 10/18/13 | 234243 | 38.82- |
| PALMERHEIGHTS LLC 15 | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | PIERCE, JESSICA | METER DEP RF | 00201424 | 13000048 | METER DEP RFD | 10/18/13 | 234247 | 38.82- |
| PIERCE, JESSICA | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | PRICE, JAMES J | METER DEP RF | 00201435 | 13000065 | METER DEP RFD | 10/18/13 | 234259 | 38.82- |
| PRICE,JAMES J | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | SCHROCK, DARYL | METER DEP RF | 00201424 | 13000039 | METER DEP RFD | 10/18/13 | 234272 | 38.82- |
| SCHROCK, DARYL | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | SHIRLEY, MEGAN E | METER DEP RF | 00201424 | 13000029 | METER DEP RFD | 10/18/13 | 234277 | 38.82- |

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|---|---|---|---|---|---|---|---|---|
| SHIRLEY, MEGAN E | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | SHOEMAKER PROPERTY | METER DEP RF | 00201424 | 13000053 | METER DEP RFD | 10/18/13 | 234278 | 34.88- |
| SHOEMAKER PROPERTY | | | | | | | | |
| Sum | | | | | | | | 34.88- |
| 00011 | SMITH, THOMAS | METER DEP RF | 00201435 | 13000067 | METER DEP RFD | 10/18/13 | 234283 | 2.64- |
| SMITH,THOMAS | | | | | | | | |
| Sum | | | | | | | | 2.64- |
| 00011 | | METER DEP RF | 00201424 | 13000040 | METER DEPOSITS RFD | 10/18/13 | 234296 | 2.64- |
| STANFIELD, TOYAL L | | | | | | | | |
| Sum | | | | | | | | 2.64- |
| 00011 | | METER DEP RF | 00201424 | 13000033 | METER DEP RFD | 10/18/13 | 234298 | 23.32- |
| STEADHAM, DANIEL | | | | | | | | |
| Sum | | | | | | | | 23.32- |
| 00011 | | METER DEP RF | 00201410 | 13000013 | METER DEP RFD | 10/18/13 | 234299 | 2.82- |
| STEELE, ERIC K | | | | | | | | |
| Sum | | | | | | | | 2.82- |
| 00011 | | METER DEP RF | 00201424 | 13000037 | METER DEP RFD | 10/18/13 | 234304 | 38.82- |
| SUTTON, JOSHUA J | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | TEDFORD, CHARLES E | METER DEP RF | 00201435 | 13000062 | METER DEP RFD | 10/18/13 | 234307 | 34.88- |
| TEDFORD, CHARLES E | | | | | | | | |
| Sum | | | | | | | | 34.88- |
| 00011 | THE HOME SELLING TEAM 13 | METER DEP RF | 00201424 | 13000046 | METER DEP RFD | 10/18/13 | 234310 | 38.82- |
| THE HOME SELLING TEAM 13 | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | VONHERRMANN, ANDREW | METER DEP RF | 00201435 | 13000057 | METER DEP RFD | 10/18/13 | 234332 | 1.46- |
| VONHERRMANN, ANDREW | | | | | | | | |
| Sum | | | | | | | | 1.46- |
| 00011 | WALKER, AMANDA | METER DEP RF | 00201324 | 13000049 | METER DEP RFD | 10/18/13 | 234336 | 38.82- |
| WALKER, AMANDA | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | WESLEY BRELAND REALTOR | METER DEP RF | 00201424 | 13000024 | METER DEP RFD | 10/18/13 | 234345 | 38.82- |
| WESLEYBRELAND REALTOR | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| 00011 | WILLIAMS, JUDY | METER DEP RF | 00201410 | 13000016 | METER DEP RFD | 10/18/13 | 234349 | 17.46- |

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|---|---|---|---|---|---|---|---|---|
| WILLIAMS, JUDY | | | | | | | | |
| Sum | | | | | | | | 17.46- |
| 00011 | WILSON, DONNA F | METER DEP RF | 00201424 | 13000034 | METER DEP RFD | 10/18/13 | 234352 | 17.54- |
| WILSON, DONNA F | | | | | | | | |
| Sum | | | | | | | | 17.54- |
| 00011 | WILSON, JAMES H | METER DEP RF | 00201410 | 13000054 | METER DEP RFD | 10/18/13 | 234353 | 38.82- |
| WILSON, JAMES H | | | | | | | | |
| Sum | | | | | | | | 38.82- |
| Sum | | | | | | | | 13,356.21- |

CITY OF HATTIESBURG - 1999 TAX INCREMENT B&I
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 18, 2013

Date - 10/17/13

| Vendor | | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| 1999 TAX INCREMENT B&I | | | | | | | | |
| 00012 | FIRST NATL BANK OF CLARK | MS TAX INCMT | 00201421 | 13000001 | DENT SERV 1999 TAX INC | 10/07/13 | 36648 | 66,300.00- |
| FIRSTNATL BANK OF CLARK | | | | | | | | |
| Sum | | | | | | | | 66,300.00- |
| Sum | | | | | | | | 66,300.00- |

CITY OF HATTIESBURG - CITY B& I
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 18, 2013

Date - 10/17/13

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| CITY B& I | | | | | | | | |
| 00013 | FIRST NATIONAL BANK OF C | '09 GO POOL | 00201421 | 13000003 | 09 GO REF 12/21/09 | 10/07/13 | 18194 | 849,293.75- |
| FIRSTNATIONAL BANK OF C | | | | | | | | |
| Sum | | | | | | | | 849,293.75- |
| 00013 | THE PEOPLES BANK | #7674 '07 GO | 00201418 | 13000001 | PA FEES '07 GO REF | 10/04/13 | 18189 | 2,500.00- |
| 00013 | THE PEOPLES BANK | #7677 '09 GO | 00201417 | 13000002 | PA FEES '09 GO W&S BONDS | 10/04/13 | 18190 | 2,250.00- |
| THE PEOPLES BANK | | | | | | | | |
| Sum | | | | | | | | 4,750.00- |
| Sum | | | | | | | | 854,043.75- |

CITY OF HATTIESBURG - POLICEFORFEITURES FUND
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 18, 2013

Date - 10/17/13

| Vendor | | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| POLICEFORFEITURES FUND | | | | | | | | |
| 00019 | FORREST CTY DIST ATTY(SE | 20% SHARE $1 | 00201431 | 13000003 | 20% SHARE SEIZED CASH | 10/18/13 | 234100 | 2,200.00- |
| FORREST CTY DIST ATTY(SE | | | | | | | | |
| Sum | | | | | | | | 2,200.00- |
| 00019 | KLEIN, H.H. | REFUND CASE# | 00201430 | 13000002 | REFUND ON CASE #2013-08-0498 | 10/18/13 | 234171 | 9,637.00- |
| KLEIN,H.H. | | | | | | | | |
| Sum | | | | | | | | 9,637.00- |
| Sum | | | | | | | | 11,837.00- |

CITY OF HATTIESBURG - 2004 TIF B&I-HOME DEPOT
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 18, 2013

Date - 10/17/13

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| 2004 TIF B&I-HOME DEPOT | | | | | | | | |
| 00021 | TRUSTMARK NATIONAL BANK/ | #7769 P&I ER | 00201320 | 13000001 | DEBT SERV PAY HOME DEPOT | 10/07/13 | 18195 | 83,399.81- |
| 00021 | TRUSTMARK NATIONAL BANK/ | #7769 FEE ER | 00201426 | 13000002 | AGENT FEES HOME DEPOT | 10/10/13 | 18199 | 750.00- |
| TRUSTMARK NATIONAL BANK/ | | | | | | | | |
| Sum | | | | | | | | 84,149.81- |
| Sum | | | | | | | | 84,149.81- |

CITY OF HATTIESBURG - TAX COLLECTOR'S FUND
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 18, 2013

Date - 10/17/13

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| TAX COLLECTOR'S FUND | | | | | | | | |
| 00027 | H'BURG PUBLIC SCHOOLS | 9/13 MILLAGE | 00020141 | 13000006 | 9/13 MILLAGE DIST IN 10/13 | 10/03/13 | 36646 | 841,149.63- |
| 00027 | H'BURG PUBLIC SCHOOLS | 9/13 MILLAGE | 00020141 | 13000007 | 9/13 MILLAGE DIST IN 10/13 | 10/03/13 | 36647 | 113,351.41- |
| H'BURGPUBLIC SCHOOLS | | | | | | | | |
| Sum | | | | | | | | 954,501.04- |
| 00027 | LIBRARY, THE | 9/13 MILLAGE | 00020141 | 13000005 | 9/13 MILLAGE DIST 10/13 | 10/03/13 | 36645 | 39,693.21- |
| LIBRARY, THE | | | | | | | | |
| Sum | | | | | | | | 39,693.21- |
| Sum | | | | | | | | 994,194.25- |

CITY OF HATTIESBURG - AIRPORT IMPROVEMENT FUND
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 18, 2013

Date - 10/17/13

| Vendor | | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| AIRPORT IMPROVEMENT FUND | | | | | | | | |
| 00039 | ARE CONSULTANTS INC | 130702F | 00137434 | 13000002 | SRVS AIRPT DRNGE/SAFETY AREA | 10/18/13 | 233992 | 17,219.74- |
| 00039 | ARE CONSULTANTS INC | 130820D | 00137484 | 13000003 | SRVS AIRPT DRNGE IMPS PART 2 | 10/18/13 | 233992 | 322.00- |
| ARE CONSULTANTS INC | | | | | | | | |
| Sum | | | | | | | | 17,541.74- |
| Sum | | | | | | | | 17,541.74- |

CITY OF HATTIESBURG - MUNICIPAL ROAD & BRIDGE
DOCKET OF CLAIMS Date - 10/17/13
PERIOD ENDING OCTOBER 18, 2013

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| MUNICIPAL ROAD & BRIDGE | | | | | | | | |
| 00072 | BANCORPSOUTH EQUIPMENT F | CONT #002-00 | 00201432 | 13000002 | TRACTOR LEASE PYM DUE 10/15/13 | 10/15/13 | 41088 | 1,412.41- |
| BANCORPSOUTH EQUIPMENT F | | | | | | | | |
| Sum | | | | | | | | 1,412.41- |
| 00072 | DUNN ROADBUILDERS LLC | APPL #7 | 00137481 | 13000013 | CONSTR 8/13 HARDY ST WIDENING | 10/18/13 | 234076 | 182,203.65- |
| DUNN ROADBUILDERS LLC | | | | | | | | |
| Sum | | | | | | | | 182,203.65- |
| 00072 | JACKSON BOWMAN & ARRINGT | 53397 | 00137415 | 13000006 | SRVS 4TH ST EXPAN PHASE III | 10/18/13 | 234153 | 37.50- |
| 00072 | JACKSON BOWMAN & ARRINGT | 53396 | 00137416 | 13000007 | SRVS D/T TRANSPORTATION IMPS | 10/18/13 | 234153 | 486.00- |
| 00072 | JACKSON BOWMAN & ARRINGT | 53395 | 00137417 | 13000008 | SRVS 4TH ST EXPAN PHASE II | 10/18/13 | 234153 | 23.12- |
| JACKSON BOWMAN & ARRINGT | | | | | | | | |
| Sum | | | | | | | | 546.62- |
| 00072 | NEEL-SCHAFFER INC | 1012972 | 00137424 | 13000003 | SRVS 8/1-31 BONHOMIE/TATUM | 10/18/13 | 234229 | 461.52- |
| NEEL-SCHAFFER INC | | | | | | | | |
| Sum | | | | | | | | 461.52- |
| 00072 | PITTMAN,HOWDESHELL,HINTO | 092613 BROAD | 00137418 | 13000009 | SRVS 8/14-9/24 BROAD ST BRDGE | 10/18/13 | 234252 | 5,844.93- |
| 00072 | PITTMAN,HOWDESHELL,HINTO | 092613 UNETT | 00137419 | 13000010 | SRVS 7/9-9/24 UNETTA ST BRDGE | 10/18/13 | 234252 | 8,917.11- |
| 00072 | | 092713 LONGL | 00137420 | 13000011 | SRVS 3/27-9/26 GATEWAY/MAIN | 10/18/13 | 234252 | 6,863.39- |
| PITTMAN,HOWDESHELL,HINTO | | | | | | | | |
| Sum | | | | | | | | 21,625.43- |
| 00072 | | 17697 | 00137423 | 13000004 | SRVS 8/25-9/21 HARDY ST | 10/18/13 | 234280 | 8,946.26- |
| 00072 | SHOWS DEARMAN & WAITS IN | 17682 | 00137427 | 13000005 | SRVS 8/25-9/21 S 28TH BRIDGE | 10/18/13 | 234280 | 3,625.00- |
| 00072 | SHOWS DEARMAN & WAITS IN | 17680 | 00137428 | 13000012 | SRVS 8/25-9/21 D/T TRAFF IMPS | 10/18/13 | 234280 | 85.00- |
| SHOWSDEARMAN & WAITS IN | | | | | | | | |
| Sum | | | | | | | | 12,656.26- |
| Sum | | | | | | | | 218,905.89- |

CITY OF HATTIESBURG - MASS TRANSIT FUND
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 18, 2013

Date - 10/17/13

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| MASS TRANSIT FUND | | | | | | | | |
| 00073 | ADVANCED JANITORIAL SERV | 20091 MASS T | 00137107 | 13000004 | SERV 9/13 MASS TRANSIT | 10/18/13 | 233978 | 345.00- |
| ADVANCED JANITORIAL SERV | | | | | | | | |
| Sum | | | | | | | | 345.00- |
| 00073 | BOLTON, SHARON | 10/13 | 00201415 | 13000002 | PETTY CASH FOR NEW F/Y | 10/03/13 | 18181 | 100.00- |
| BOLTON, SHARON | | | | | | | | |
| Sum | | | | | | | | 100.00- |
| 00073 | CITY OF HATTIESBURG FUND | TRF 1ST 10/1 | 00201411 | 13000001 | TRF 1ST 10/13 PAYROLL | 10/02/13 | 18172 | 18,412.62- |
| 00073 | CITY OF HATTIESBURG FUND | TRF 2ND 10/1 | 00201438 | 13000024 | TRF 2ND 10/13 PAYROLL | 10/16/13 | 18204 | 24,885.69- |
| CITY OF HATTIESBURG FUND | | | | | | | | |
| Sum | | | | | | | | 43,298.31- |
| 00073 | DIAMOND MANUFACTURING, I | 21603 | 00137298 | 13000025 | REPR PTS U#16234,U#16235 | 10/18/13 | 234071 | 155.25- |
| DIAMOND MANUFACTURING, I | | | | | | | | |
| Sum | | | | | | | | 155.25- |
| 00073 | G & K SERVICES | 1035414445 | 00137334 | 13000011 | UNIFORMS 9/03 | 10/18/13 | 234114 | 39.60- |
| 00073 | G & K SERVICES | 1035416608 | 00137334 | 13000012 | UNIFORMS 9/10 | 10/18/13 | 234114 | 39.60- |
| 00073 | G & K SERVICES | 1035418750 | 00137334 | 13000013 | UNIFORMS 9/17 | 10/18/13 | 234114 | 39.60- |
| 00073 | | 1035420902 | 00137334 | 13000014 | UNIFORMS 9/24 | 10/18/13 | 234114 | 39.60- |
| 00073 | G & K SERVICES | 1035414447 | 00137336 | 13000015 | UNIFORMS 9/03 MECHANICS | 10/18/13 | 234114 | 8.00- |
| 00073 | G & K SERVICES | 1035416610 | 00137336 | 13000016 | UNIFORMS 9/10 MECHANICS | 10/18/13 | 234114 | 8.00- |
| 00073 | G & K SERVICES | 1035418752 | 00137336 | 13000017 | UNIFORMS 9/17 MECHANICS | 10/18/13 | 234114 | 8.00- |
| 00073 | | 1035420904 | 00137336 | 13000018 | UNIFORMS 9/24 MECHANICS | 10/18/13 | 234114 | 8.00- |
| 00073 | G & K SERVICES | 1035414448 | 00137335 | 13000019 | MATS 9/03 | 10/18/13 | 234114 | 5.10- |
| 00073 | G & K SERVICES | 1035416611 | 00137335 | 13000020 | MATS 9/10 | 10/18/13 | 234114 | 5.10- |
| 00073 | G & K SERVICES | 1035418753 | 00137335 | 13000021 | MATS 9/17 | 10/18/13 | 234114 | 5.10- |
| 00073 | G & K SERVICES | 1035420905 | 00137335 | 13000022 | MATS 9/24 | 10/18/13 | 234114 | 5.10- |
| G & KSERVICES | | | | | | | | |
| Sum | | | | | | | | 210.80- |
| 00073 | GILLIG LLC | 4953541 | 00135715 | 13000006 | REPR PTS BUS STOCK | 10/18/13 | 234122 | 257.67- |
| GILLIGLLC | | | | | | | | |
| Sum | | | | | | | | 257.67- |
| 00073 | NAPA AUTO PARTS | 496949 | 00137304 | 13000009 | REPR PTS VARI BUSES | 10/18/13 | 234223 | 385.17- |
| NAPA AUTO PARTS | | | | | | | | |
| Sum | | | | | | | | 385.17- |
| 00073 | PITTMAN,HOWDESHELL,HINTO | HCT-001 | 00137323 | 13000010 | SERVS 1/17-5/15/13 BUS SHELTR | 10/18/13 | 234252 | 2,608.45- |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| PITTMAN,HOWDESHELL,HINTO | | | | | | | | |
| Sum | | | | | | | | 2,608.45- |
| 00073 | | #2 | 00137441 | 13000023 | SRVS DVDRW-IN CAR VIDEO SYS | 10/18/13 | 234257 | 45,765.00- |
| PRECISION CONSTRUCTION L | | | | | | | | |
| Sum | | | | | | | | 45,765.00- |
| 00073 | | HATTIES-02 2 | 00137127 | 13000005 | TRANSIT AUTO POLICY RENEWAL | 10/18/13 | 234293 | 42,618.00- |
| SOUTHGROUP (GALEY) | | | | | | | | |
| Sum | | | | | | | | 42,618.00- |
| 00073 | THERMO KING OF JACKSON I | 4120169 | 00136805 | 13000008 | A/C REPR U#16761 | 10/18/13 | 234311 | 689.89- |
| THERMOKING OF JACKSON I | | | | | | | | |
| Sum | | | | | | | | 689.89- |
| Sum | | | | | | | | 136,433.54- |

CITY OF HATTIESBURG - WATER&SEWER CONSTRUCTION FUND
DOCKET OF CLAIMS Date - 10/17/13
PERIOD ENDING OCTOBER 18, 2013

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| WATER&SEWER CONSTRUCTION FUND | | | | | | | | |
| 00075 | CITY OF HATTIESBURG FUND | TRF BETWEEN | 00201423 | 13000003 | TRF BETWEEN BANKS | 10/08/13 | 18197 | 1,077,101.35- |
| CITY OF HATTIESBURG FUND | | | | | | | | |
| Sum | | | | | | | | 1,077,101.35- |
| 00075 | JAY BEARDEN CONSTRUCTION | APPL #6 | 00137485 | 13000006 | CONSTR 8/26-9/27 COMSWIP SEWER | 10/18/13 | 234154 | 162,948.36- |
| JAY BEARDEN CONSTRUCTION | | | | | | | | |
| Sum | | | | | | | | 162,948.36- |
| 00075 | SHOWS DEARMAN & WAITS IN | 17679 | 00137430 | 13000004 | SRVS 8/25-9/21 WTR MAP UPDATE | 10/18/13 | 234280 | 900.00- |
| SHOWSDEARMAN & WAITS IN | | | | | | | | |
| Sum | | | | | | | | 900.00- |
| 00075 | | APPL #4 | 00137482 | 13000005 | SRVS 7/26-9/25 COMSWIP SEWER | 10/18/13 | 234303 | 19,413.39- |
| SUNCOAST INFRASTRUCTURE | | | | | | | | |
| Sum | | | | | | | | 19,413.39- |
| Sum | | | | | | | | 1,260,363.10- |

CITY OF HATTIESBURG - COMMUNITY CENTERS' FUND
DOCKET OF CLAIMS Date - 10/17/13
PERIOD ENDING OCTOBER 18, 2013

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| COMMUNITY CENTERS' FUND | | | | | | | | |
| 00077 | A D T SECURITY SERVICES/ | 05719659 | 00137473 | 13000010 | SECURITY 9/13 CULTURAL CENTER | 10/18/13 | 233972 | 99.12- |
| 00077 | A D T SECURITY SERVICES/ | 07821622 | 00137473 | 13000011 | SECURITY 10/13 CULTURAL CNTR | 10/18/13 | 233972 | 99.12- |
| A D TSECURITY SERVICES/ | | | | | | | | |
| Sum | | | | | | | | 198.24- |
| 00077 | AKA-THETA SIGMA SORORITY | CULTURAL CNT | 00201437 | 13000018 | DAMAGE DEPOSIT REFUND | 10/18/13 | 233983 | 250.00- |
| AKA-THETA SIGMA SORORITY | | | | | | | | |
| Sum | | | | | | | | 250.00- |
| 00077 | BARNES, TERESA (REFUNDS) | SHERRILL CNT | 00201437 | 13000016 | DAMAGE DEPOSIT REFUND | 10/18/13 | 234001 | 200.00- |
| BARNES, TERESA (REFUNDS) | | | | | | | | |
| Sum | | | | | | | | 200.00- |
| 00077 | BOBBY'S MUFFLER & BRAKE | 79455 | 00137218 | 13000005 | REPRS U#11200 COMM CNTRS | 10/18/13 | 234013 | 184.95- |
| BOBBY'S MUFFLER & BRAKE | | | | | | | | |
| Sum | | | | | | | | 184.95- |
| 00077 | BROOME, CATHY (REFUNDS) | CULTURAL CNT | 00201437 | 13000017 | DAMAGE DEPOSIT REFUND | 10/18/13 | 234023 | 500.00- |
| BROOME, CATHY (REFUNDS) | | | | | | | | |
| Sum | | | | | | | | 500.00- |
| 00077 | BURKE, SHANE (REFUNDS) | CULTURAL CNT | 00201437 | 13000020 | DAMAGE DEPOSIT REFUND | 10/18/13 | 234026 | 250.00- |
| BURKE,SHANE (REFUNDS) | | | | | | | | |
| Sum | | | | | | | | 250.00- |
| 00077 | CHANEY, MARQUESHA (REFUN | CE ROY CNTR | 00201437 | 13000021 | DAMAGE DEPOSIT REFUND | 10/18/13 | 234042 | 100.00- |
| CHANEY, MARQUESHA (REFUN | | | | | | | | |
| Sum | | | | | | | | 100.00- |
| 00077 | CITY OF HATTIESBURG FUND | TRF 1ST 10/1 | 00201411 | 13000001 | TRF 1ST 10/13 PAYROLL | 10/02/13 | 36615 | 15,385.61- |
| 00077 | CITY OF HATTIESBURG FUND | TRF 2ND 10/1 | 00201438 | 13000026 | TRF 2ND 10/13 PAYROLL | 10/16/13 | 36661 | 22,567.86- |
| CITY OF HATTIESBURG FUND | | | | | | | | |
| Sum | | | | | | | | 37,953.47- |
| 00077 | DUNAGIN PEST CONTROL(PRE | 8771082 | 00137316 | 13000006 | SENTRICON SERV CE ROY CNTR | 10/18/13 | 234075 | 85.00- |
| 00077 | DUNAGIN PEST CONTROL(PRE | 5211245 10/1 | 00137316 | 13000007 | YEARLY SENTRICON CE ROY CNTR | 10/18/13 | 234075 | 340.00- |
| DUNAGIN PEST CONTROL(PRE | | | | | | | | |
| Sum | | | | | | | | 425.00- |
| 00077 | FORD, CARTINA (REFUNDS) | CE ROY CNTR | 00201437 | 13000022 | DAMAGE DEPOSIT REFUND | 10/18/13 | 234099 | 100.00- |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| FORD,CARTINA (REFUNDS) | | | | | | | | |
| Sum | | | | | | | | 100.00- |
| 00077 | G & K SERVICES | 1035423037 | 00137471 | 13000012 | UNIFORMS 10/01 COMM CNTRS | 10/18/13 | 234114 | 43.56- |
| 00077 | | 1035425198 | 00137471 | 13000013 | UNIFORMS 10/08 COMM CNTRS | 10/18/13 | 234114 | 43.56- |
| 00077 | G & K SERVICES | 1035427350 | 00137471 | 13000014 | UNIFORMS 10/15 COMM CNTRS | 10/18/13 | 234114 | 43.56- |
| G & KSERVICES | | | | | | | | |
| Sum | | | | | | | | 130.68- |
| 00077 | MCKENZIE, KRISTIE (REFUN | CE ROY CNTR | 00201437 | 13000015 | DAMAGE DEPOSIT REFUND | 10/18/13 | 234189 | 150.00- |
| MCKENZIE, KRISTIE (REFUN | | | | | | | | |
| Sum | | | | | | | | 150.00- |
| 00077 | | 10/13 COMM C | 00020141 | 13000009 | MNTHLY ELEC-COMM CNTRS | 10/18/13 | 234213 | 4,987.26- |
| MS POWER COMPANY | | | | | | | | |
| Sum | | | | | | | | 4,987.26- |
| 00077 | PHI KAPPA TAU (REFUNDS) | CE ROY CNTR | 00201437 | 13000023 | DAMAGE DEPOSIT REFUND | 10/18/13 | 234246 | 100.00- |
| PHI KAPPA TAU (REFUNDS) | | | | | | | | |
| Sum | | | | | | | | 100.00- |
| 00077 | PITTMAN, SHERRY (REFUNDS | SHERRILL CNT | 00201437 | 13000025 | DAMAGE DEPOSIT REFUND | 10/18/13 | 234251 | 100.00- |
| PITTMAN, SHERRY (REFUNDS | | | | | | | | |
| Sum | | | | | | | | 100.00- |
| 00077 | WILLMUT GAS & OIL COMPAN | 10/13 COMM C | 00020141 | 13000008 | MNTHLY GAS-COMM CNTRS | 10/18/13 | 234350 | 119.53- |
| WILLMUT GAS & OIL COMPAN | | | | | | | | |
| Sum | | | | | | | | 119.53- |
| 00077 | WILSON, STORMY (REFUNDS) | MCNAIR CNTR | 00201437 | 13000024 | DAMAGE DEPOSIT REFUND | 10/18/13 | 234354 | 100.00- |
| WILSON, STORMY (REFUNDS) | | | | | | | | |
| Sum | | | | | | | | 100.00- |
| 00077 | WINFREY, ADRIONNE | CE ROY CNTR | 00201437 | 13000019 | DAMAGE DEPOSIT REFUND | 10/18/13 | 234355 | 100.00- |
| WINFREY, ADRIONNE | | | | | | | | |
| Sum | | | | | | | | 100.00- |
| 00077 | 1ST SOURCE SERVALL | JD8400012 | 00136965 | 13000003 | A/C REPR PTS SHERRILL CNTR | 10/18/13 | 234357 | 64.15- |
| 1ST SOURCE SERVALL | | | | | | | | |
| Sum | | | | | | | | 64.15- |
| Sum | | | | | | | | 46,013.28- |

CITY OF HATTIESBURG - COMMUNITY DEVELOP. BLOCK GRANT
DOCKET OF CLAIMS Date - 10/17/13
PERIOD ENDING OCTOBER 18, 2013

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| COMMUNITY DEVELOP. BLOCK GRANT | | | | | | | | |
| 00082 | BONNER ANALYTICAL TESTIN | 53320 | 00137263 | 13000016 | 309 N 21ST LEAD CLEAR INSP | 10/10/13 | 36655 | 190.80- |
| BONNERANALYTICAL TESTIN | | | | | | | | |
| Sum | | | | | | | | 190.80- |
| 00082 | CITY OF HATTIESBURG FUND | TRF 1ST 10/1 | 00201411 | 13000001 | TRF 1ST 10/13 PAYROLL | 10/02/13 | 36635 | 7,219.44- |
| 00082 | CITY OF HATTIESBURG FUND | TRF 2ND 10/1 | 00201438 | 13000020 | TRF 2ND 10/13 PAYROLL | 10/16/13 | 36662 | 8,859.00- |
| CITY OF HATTIESBURG FUND | | | | | | | | |
| Sum | | | | | | | | 16,078.44- |
| 00082 | FIRST TEE OF THE PINE BE | 09/26/13 | 00137271 | 13000012 | TRAINING & EDUCATION DRAW 1 | 10/10/13 | 36651 | 2,200.00- |
| FIRSTTEE OF THE PINE BE | | | | | | | | |
| Sum | | | | | | | | 2,200.00- |
| 00082 | HOLLIMON CONSTRUCTION | 10/08/13 | 00137270 | 13000014 | 309 N 21ST PAINT ELEC ROUGHIN | 10/10/13 | 36653 | 8,000.00- |
| HOLLIMON CONSTRUCTION | | | | | | | | |
| Sum | | | | | | | | 8,000.00- |
| 00082 | HOUSING ALTERNATIVES OF | 10/08/13 | 00137267 | 13000015 | 437 MABLE ST SHEET ROCK, INSUL | 10/10/13 | 36654 | 1,897.75- |
| HOUSING ALTERNATIVES OF | | | | | | | | |
| Sum | | | | | | | | 1,897.75- |
| 00082 | MCMULLAN EQUIPMENT CO | 346530 | 00136969 | 13000005 | OIL CHANGE U#18711 | 10/18/13 | 234192 | 29.86- |
| MCMULLAN EQUIPMENT CO | | | | | | | | |
| Sum | | | | | | | | 29.86- |
| 00082 | MS PLANNING ASSN | REG-JORDAN 1 | 00137331 | 13000019 | REG-JORDAN CONF HATTIESBURG | 10/18/13 | 234212 | 130.00- |
| MS PLANNING ASSN | | | | | | | | |
| Sum | | | | | | | | 130.00- |
| 00082 | OFFICE DEPOT INC | 677120085001 | 00136652 | 13000003 | COPY PAPER | 10/18/13 | 234237 | 623.65- |
| 00082 | OFFICE DEPOT INC | 677124175001 | 00136565 | 13000004 | TONER | 10/18/13 | 234237 | 60.14- |
| OFFICEDEPOT INC | | | | | | | | |
| Sum | | | | | | | | 683.79- |
| 00082 | PINE BELT COMMUNITY SERV | 09/30/13 | 00137274 | 13000011 | 310 JC KILLINSWORTH EM RPR DR2 | 10/10/13 | 36650 | 6,275.00- |
| 00082 | PINE BELT COMMUNITY SERV | 09/30/13 | 00137269 | 13000017 | FOOD PURCHASED FOR MEALS PROGR | 10/10/13 | 36656 | 486.27- |
| PINE BELT COMMUNITY SERV | | | | | | | | |
| Sum | | | | | | | | 6,761.27- |
| 00082 | RJ YOUNG COMPANY | 352567 | 00137220 | 13000007 | COPIER 6/28-7/28 | 10/18/13 | 234266 | 147.72- |
| 00082 | RJ YOUNG COMPANY | INV86593 | 00137223 | 13000008 | COPIER 7/28-8/27 MAINT | 10/18/13 | 234266 | 187.22- |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 00082 | RJ YOUNG COMPANY | INV86597 | 00137224 | 13000009 | COPIER 8/28-9/27 MAINT | 10/18/13 | 234266 | 187.22- |
| 00082 | RJ YOUNG COMPANY | INV86596 | 00137225 | 13000010 | OVERAGE 6/28-9/27 COPIER | 10/18/13 | 234266 | 266.24- |
| RJ YOUNG COMPANY | | | | | | | | |
| Sum | | | | | | | | 788.40- |
| 00082 | SMITH'S REMODELING | 10/08/13 | 00137268 | 13000018 | 602 STEVENS, 901 N 34TH | 10/10/13 | 36657 | 25,000.00- |
| SMITH'S REMODELING | | | | | | | | |
| Sum | | | | | | | | 25,000.00- |
| 00082 | SPECIALTY ABATEMENT SERV | 13-08061 | 00137265 | 13000013 | 309N 21ST AVE LEAD ABATEMENT | 10/10/13 | 36652 | 2,986.00- |
| SPECIALTY ABATEMENT SERV | | | | | | | | |
| Sum | | | | | | | | 2,986.00- |
| Sum | | | | | | | | 64,746.31- |

CITY OF HATTIESBURG - INDUSTRIAL PARK DEVELOPMENT
DOCKET OF CLAIMS Date - 10/17/13
PERIOD ENDING OCTOBER 18, 2013

| Vendor | | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| INDUSTRIAL PARK DEVELOPMENT | | | | | | | | |
| 00087 | AREA DEVELOPMENT PARTNER | 3363 | 00137311 | 13000002 | MARKETING EXP CAP'S DESIGN | 10/18/13 | 233993 | 3,494.80- |
| 00087 | AREA DEVELOPMENT PARTNER | 3362 | 00137313 | 13000003 | EXPNS TO MARKETING ALLIANCE | 10/18/13 | 233994 | 5,950.50- |
| AREA DEVELOPMENT PARTNER | | | | | | | | |
| Sum | | | | | | | | 9,445.30- |
| Sum | | | | | | | | 9,445.30- |

CITY OF HATTIESBURG - SPECIAL SALES TAX-T&A
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 18, 2013

Date - 10/17/13

| | Vendor | Invoice Number | Purchase Order | Claims Number | Item Description | Check Date | Check No. | Check Amount |
|---|---|---|---|---|---|---|---|---|
| SPECIAL SALES TAX-T&A | | | | | | | | |
| 00107 | H'BURG CONVENTION COMMIS | FOOD/BEVERAG | 00201441 | 13000001 | FOOD/BEVERAGE TAX 9/13 | 10/16/13 | 18206 | 386,401.84- |
| H'BURGCONVENTION COMMIS | | | | | | | | |
| Sum | | | | | | | | 386,401.84- |
| 00107 | H'BURG TOURISM COMMISSIO | MOTEL SALES | 00201440 | 13000002 | MOTEL SALES TAX 9/13 | 10/16/13 | 18207 | 21,501.98- |
| H'BURGTOURISM COMMISSIO | | | | | | | | |
| Sum | | | | | | | | 21,501.98- |
| Sum | | | | | | | | 407,903.82- |