City of Hattiesburg, MS

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

Meeting Agenda - Final

Tuesday, November 6, 2018

5:00 PM

Council Chambers

City Council

I. Call to Order

II. Call to Prayer and Pledge of Allegiance

III. Agenda Order

IV. PRESENTATION AGENDA

V. POLICY AGENDA

V.-1 2018-923 Approval of minutes - for the October 15 & 16, 2018 meetings of the City Council.

Attachments: min 10-15-18 APH (3) Katie-John-Dabbs, Mandalay Villas, PH Motor Vehicle FY
min 10-16-18

V.-2 2018-907 Approve or Deny the petition filed by filed by Sacred Heart Parish to modify the steeple design at 510 W. Pine St (PPIN 19225, Ward4); Hattiesburg Historic Conservation Commission voted to DENY on September 12, 2018.

Attachments: Appeal form - Ramon-Landry 9-12-18
MINUTES 2018 Aug Sept for 501 W Pine
HHCC Reports - Aug Sept
MD - Statement for Church Steeple, 11-6-18

V.-3 2018-897 Adopt an Ordinance establishing the Sustainability Commission of the City of Hattiesburg.

Attachments: Sustainability Commission Ord.
Executed Ordinance 3243 - sustainability commission
proof of publication Ordinance 3243

V.-4 2018-915 Adopt Resolutions determining the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

Attachments:
P.H. resolution adoption 11.5.18
1. 1705 1st Terrace_resolution
2. 2700 McInnis Loop_resolution
3. 506 Duke Ave_resolution
4. 905 Duke Ave_resolution
5. 311 Park Ave_resolution
6. 1106 Arledge St(13431)_resolution
7. 1106 Arledge (13430)_resolution
8. 608 Magnolia Ave_resolution
9. 606 Magnolia Ave_resolution
10. 1016 Franklin St_RESOLUTION
11. 519 Miller St_resolution
12. 215 Jackson St_resolution
13. 403 Miller St_resolution
14. 2301 Pearl St_resolution
15. 3105 Delwood Dr_resolution
Executed Resolution 2018-157 - 1705 1st Terrace
Executed Resolution 2018-158 - 2700 McInnis Loop
Executed Resolution 2018-159 - 506 Duke Avenue
Executed Resolution 2018-160 - 905 Duke Ave
Executed Resolution 2018-161- 311 Park Ave
Executed Resolution 2018-162 - 1106 Arledge St
Executed Resolution 2018-164 - 608 Magnolia Ave
Executed Resolution 2018-165- 606 Magnolia Ave
Executed Resolution 2018-166 - 1016 Franklin St
Executed Resolution 2018-167 - 519 Miller St
Executed Resolution 2018-168 - 215 Jackson St
Executed Resolution 2018-169 - 403 Miller St
Executed Resolution 2018-170 - 2301 Pearl St
Executed Resolution 2018-171 - 3105 Delwood Dr

V.-5 2018-918 Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs, not to exceed the value of the property per State law, against the following properties.

Attachments:
Adjudication Memo 11.6.2018
1. 701 EuFala Ave
2. 315 Miller St
3. 1104 Franklin St
4. 901 Fairley St
5. 1213 Edward St
6. 700 Short 9th St
7. 809.5 Fairley St
Executed Resolution 2018-172 701 EuFala Ave
Executed Resolution 2018-173 315 Miller St
Executed Resolution 2018-174 1104 Franklin St
Executed Resolution 2018-175 901 Fairley St
Executed Resolution 2018-176 1213 Edwards St
Executed Resolution 2018-177 700 Shorth 9th St
Executed Resolution 2018-178 809 .5 Fairley St

V.-6 2018-904 Rescind amendments approved at 2018-566 (July 3, 2018) and 2018-774 (September 18, 2018), and Approve and Authorize the Mayor to execute in triplicate an alternate amendment document with Tyler Technologies, Inc. for the upgrade of EnerGov software used by the Department of Urban Development. Dollar amount change mirrors the aforementioned approved amendments.

Attachments:
Hattiesburg MS - Amend #1 (10.24.18)
Hattiesburg MS - Amend #1 (Tyler PE)
Executed Tyler Technologies Amendment

V.-7 2018-919 Adopt a Resolution authorizing Requisition No. 29 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments:
2016 Bond Resolution No. 29
Executed Resolution 2018-179 authorizing Requisition No. 29

V.-8 2018-910 Approve Professional Services Agreement between the City and Shows, Dearman and Waits, Inc. for the McInnis Spring Road Sewer Extension project; Authorize the Mayor to execute in duplicate.

Attachments: SDW Agreement

Executed Agreement - Shows Dearman and Waits McInnis Spring Rd Sewer Ex

V.-9 2018-908 Approve lighting agreement with Mississippi Power for additional lighting in the Sacred Heart School area near Walnut Street and Southern Avenue for a monthly billing increase of $79.03; Authorize Mayor to execute in duplicate.

Attachments: MS Power Sacred Heart Walnut & Southern

Executed MS Power Lighting Agreement - Sacred Heart

V.-10 2018-909 Approve lighting agreement with Mississippi Power for additional lighting on Dabbs Street from Southern Avenue to Cypress Avenue for a monthly billing increase of $301.82; Authorize Mayor to execute in duplicate.

Attachments: MS Power-Dabbs St

Executed MS Power Lighting Agreement - Dabbs St

V.-11 2018-929 Approve and Authorize Mayor to execute Sponsorship Agreement between the City of Hattiesburg and Hattiesburg Athletic Booster Club for sponsorship as outlined in attached agreement, in accordance with Mississippi Code 17-3-1, in an amount not to exceed $10,000.00.

Attachments: Booster Club Agreement

Executed Sponsorship Agreement with Hattiesburg Athletic Booster Club

V.-12 2018-930 Approve and Authorize Mayor to execute sponsorship Agreement between the City of Hattiesburg and The Hattiesburg Civic Light Opera(HCLO) for sponsorship as outlined in attached agreement, in accordance with Mississippi 17-3-1, in an amount not to exceed $10,000.00.

Attachments: HCLO Agreement

Executed HCLO Sponsorship Agreement

V.-13 2018-899 Authorize Mayor to execute duplicate original agreement between the City of Hattiesburg Parks and Recreation Department and the Hattiesburg Youth Soccer Association to develop and promote soccer programs for Hattiesburg residents, for the term of October 1, 2018 through September 30, 2019.

Attachments: HYSA 2018

Executed Agreement - Hattiesburg Youth Soccer Association

V.-14 2018-900 Authorize Mayor to execute duplicate original agreement between the City of Hattiesburg Parks and Recreation Department and South Mississippi Art Association for the purpose of engaging a ceramics program, for the term of October 1, 2018 through September 30, 2019.

Attachments: SMAA- Agreement

Executed Agreement - South MS Art Association ceramics program

V.-15 2018-901 Authorize Mayor to execute duplicate original agreement between the City of Hattiesburg Parks and Recreation Department and Hattiesburg Arts Council to provide art for children programs and art and cultural opportunities for adults,seniors, and persons with disabilities for Hattiesburg residents, for the term of October 1, 2018 through September 30, 2019.

Attachments: Hburg Council-Agreement

Executed Agreement with Hattiesburg Arts Council for art programs

V.-16 2018-893 Authorize Mayor to execute in duplicate Professional Services Agreement between Anointed Hands Services and the City of Hattiesburg to provide cleaning services for a term of (1) one year and shall commence on November 6, 2018 and ending on November 5, 2019, for a monthly fee of $759.00; for the Solid Waste & Sanitation Division.

Attachments: Anointed Hands Cleaning -Contract

Executed Agreement - Anointed Hands Services for solid waste & sanitation

V.-17 2018-896 Authorize Mayor to execute duplicate agreement between the City of Hattiesburg and Southern Mississippi Planning and Development District for the City to serve as host agency for the Senior Community Service Employment Program.

Attachments: Host Agency Agreement

Host Agency Agreement-11-6-18

Executed Agreement - SMPDD for senior community service employment

V.-18 2018-921 Approve engagement letter from Hicks Law Firm to represent the city in the case of Jay Riels V Civil Service Commission of the City of Hattiesburg.

Attachments: Letter of Engagement-Hicks

V.-19 2018-895 Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Betty Barnes of 222 J.D. Randolph Street in an amount not to exceed $25,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Attachments: COHCDD Contractor & B. Barnes Updated 10.26.18

Grant Agreement - B. Barnes Update - 3 ($25K+)10.26.18

Executed Housing Rehab Grant Award - 222 J.D. Randolph St

V.-20 2018-894 Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Tinnia Jackson of 908 Dabbs Street in an amount not to exceed $50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Attachments: COHCDD Contractor & T. Jackson Updated 10.26.18

Grant Agreement - T. Jackson Update -2 ($25K+)10.26.18

Executed Housing Rehab Grant Award - 908 Dabbs Street

V.-21 2018-928 Approve or deny changes to wages and salaries proposed in accordance with Ordinance 3154.

Attachments: Pay Scale Alignment Shop Street Sanitation November 2018 Revised

V.-22 2018-905 Acknowledge receipt on October 4, 2018 of Statements of Qualification from consulting firms to provide professional design, engineering and construction oversight and management services for the construction of a new fire station (No. 9) and engage the firm Landry Lewis Germany Architects, P.A. for said project; Authorize Mayor to sign engagement agreement in duplicate.

Attachments: Contract - Landry Lewis Germany

Executed Agreement - Landry Lewis Germany for Fire Station 9

V.-23 2018-886 Acknowledge receipt of Certificate of Substantial Completion for the Hattiesburg Public Safety Complex Demolition Project and Authorize Mayor to execute in quadruplicate.

Attachments: Certificate of Substantial Completion

Executed Certificate of Substantial Completion Hattiesburg Public Safety Compl

V.-24 2018-883 Acknowledge receipt of grant offer from the Mississippi Transportation Commission for the Bobby L. Chain Municipal Airport Project No. AIP-3-28-0031-025-2015 in the amount of $40,961.00; Authorize Mayor to accept and execute Airport Federal Matching Grant Agreement in quadruplicate.

Attachments: MDOT Grant Offer-2018

Executed MDOT Grant Offer-2018 for Bobby L. Chain Municipal Airport Project

V.-27 2018-933 Approve the creation of a City Tuition Assistance Program at Pearl River Community College with the City of allocate not to exceed $20,000.00 for City of Hattiesburg residents through the South Mississippi Planning and Development District in accordance with authorizing statutes, including but not limited, to Mississippi Code 17-19-1.

VI. ROUTINE AGENDA

VI.-1 2018-885 Acknowledge Solid Waste Revenues and Expenditures for the fiscal year ending September 30, 2018 and authorize publication of same.

Attachments: FY 18 Solid Waste Report

VI.-2 2018-892 Acknowledge receipt of FY 2017-2018 Expenditure Report from Hattiesburg Arts Council Municipal Programs.

Attachments: Hattiesburg Arts Council-FY 2017-2018

VI.-3 2018-891 Acknowledge receipt of the FY 2017-2018 Expenditure Report from Hattiesburg Youth Soccer Association.

Attachments: h'burg Youth Soccer Assc FY2017-2018

VI.-4 2018-890 Acknowledge receipt of FY 2017-2018 Expenditure Report from South Mississippi Art Association. (Ceramics and Pottery Program)

Attachments: South MS Art FY 2017-2018

VI.-5 2018-922 Acknowledge receipt of the two quote bid purchase docket report for the period of August 27, 2018, through October 28, 2018 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972.

Attachments: Memo for Council
UAB Report
2706 FINAL
2710 FINAL
2713 FINAL
2717 FINAL
2719 FINAL
2720 FINAL
2721 FINAL
2722 FINAL
2723 FINAL
2724 FINAL
2725 FINAL
2727 FINAL
2729 FINAL
2733 FINAL
2735 FINAL
2736 FINAL
2738 FINAL
2740 FINAL

VI.-6 2018-916 Acknowledge receipt of and accept Appraisal Review Report for a portion of Parcel PPIN 24004 located in Forrest County for the 38th Avenue Sidewalk project; Approve Establishment of Just Compensation and declare Appraised Value of $1,128.00 to be Fair Market Value pursuant to MS Code 43-37-3 and other applicable statutes; Authorize offer to owner for Fair Market Value of $1,128.00; Authorize issuance of manual check in payment upon acceptance of offer, and in the event offer is not accepted, authorize commencement of eminent domain proceedings through the Jackson, Tullos & Rogers, PLLC, law firm, pursuant to the terms of their engagement letter dated October 24, 2018.

Attachments: Leonard-507
2018-10-24 eng ltr

VI.-7 2018-917 Acknowledge receipt of and accept Appraisal Review Report for a portion of Parcel PPIN 23999 located in Forrest County for the 38th Avenue Sidewalk project; Approve Establishment of Just Compensation and declare Appraised Value of $10,936.00 (inclusive of take area and temporary construction easement) to be Fair Market Value pursuant to MS Code 43-37-3 and other applicable statutes; Authorize offer to owner for Fair Market Value of $10,936.00; Authorize issuance of manual check in payment upon acceptance of offer, and in the event offer is not accepted, authorize commencement of eminent domain proceedings through the Jackson, Tullos & Rogers, PLLC, law firm, pursuant to the terms of their engagement letter dated October 24, 2018.

Attachments: 2018-10-24 eng ltr

Piney Woods-511

VI.-8 2018-887 Acknowledge donation of a parcel of land and receipt of Special Warranty Deed from Linda Colson,lying and being situated at 512 and 514 East Pine Street located in the City of Hattiesburg, as further described in attached Special Warranty Deed.

Attachments: Colson-Special Warranty Deed

VI.-9 2018-903 Acknowledge donation from Pine Belt Mental Healthcare, in the amount of Six-Thousand-Five Hundred Dollars($6,500.00) to the Hattiesburg Police Department to be placed in the Police Academy Training Fund for refreshments only.

Attachments: Donation-PBMH-Rec

VI.-10 2018-884 Approve Specifications and authorize advertisement for one (1) New 2018 or Newer Truck Chassis for the Parks and Recreation Department, Forestry Division.

Attachments: Specs for new truck Chassis(11-06-18)

NTB- 2018 or Newer Truck Chassis

VI.-11 2018-889 Approve Specifications and Authorize Publication of Advertisement for One (1) New Knuckle Boom Loader and Trash Body With Chasis and Side Dump

Attachments: Knuckleboom Loader Specs (small) 09202018wt

NTB-Knuckleboom with side loader.

VI.-12 2018-888 Approve Specifications and Authorize Publication of Advertisement for One (1) New Knuckle Boom Loader and Trash Body With Chasis

Attachments: Knuckleboom Loader Specs (large) 09202018wt.docx

NTB-Knuckle Boom with Chassis

VI.-13 2018-898 Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Attachments: Memo's (11-06-18)
Receipts (11-06-18)
Deeds (11-06-18)
Executed grave spaces

VI.-14 2018-902 Approve claims docket for the period ending October 31, 2018.

Attachments: Docket ending 10-31-18

RECESS UNTIL 6:00 P.M.

V.-25 2018-931 Adopt Resolution finding and determining that the Resolution adopted on October 2, 2018, declaring the intention of the Mayor and the City Council of the City of Hattiesburg to issue general obligation bonds of the City, was duly published as required by law; that no sufficient protest described in said Resolution has been filed by the qualified electors; and for related purposes; and authorize execution of said Resolution.

Attachments: MDB Hattiesburg General Obligation Bond (MDB, GO, UW, NM) (200087) - No
Executed Resolution 2018-180 declaring no protest

V.-26 2018-932 Adopt Resolution authorizing and directing the issuance of a general obligation bond, Series 2019, of the City of Hattiesburg, for sale to the Mississippi Development Bank in an amount not to exceed Twenty-Nine Million Eight Hundred FiftyThousand Dollars ($29,850,000) for the purposes of erecting, repairing, improving, and equipping municipal buildings, and other related infrastructure improvements.

Attachments: MDB Hattiesburg General Obligation Bond (MDB, GO, UW, NM) (200087) - Bor
MDB Hattiesburg General Obligation Bond (MDB, GO, UW, NM) (200087) - forn
MDB Hattiesburg General Obligation Bond (MDB, GO, UW, NM) (200087) - forn
MDB Hattiesburg General Obligation Bond (MDB, GO, UW, NM) (200087) - forn
MDB Hattiesburg General Obligation Bond (MDB, GO, UW, NM) (200087) - forn
Hattiesburg, MS - Post-Issuance Tax Compliance Policies and Procedures (Nov
Executed Resolution 2018-181 authorizing issuance of City of Hattiesburg GOB

VIII. Adjournment

City of Hattiesburg, MS

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

Master

File Number: 2018-923

File ID:	2018-923	**Type:** Regular Agenda Item	**Status:** Passed
Version:	2	**Reference:**	**In Control:** City Council
Requester:			**File Created:** 10/29/2018
Brief Title:	Approval of minutes - for the October 15 & 16, 2018 mmetings of the City Council.		**Final Action:** 11/06/2018
			Minute Book Number: MB 2018-269-270

Title:

Approval of minutes - for the October 15 & 16, 2018 meetings of the City Council.

Notes:			
		Agenda Date:	11/06/2018
Indexes:		**Agenda Number:**	V.-1
Sponsors:		**Enactment Date:**	
Attachments:	min 10-15-18 APH (3) Katie-John-Dabbs, Mandalay Villas, PH Motor Vehicle FY 18-19, AR, min 10-16-18	**Enactment Number:**	
Contact:		**Meeting Date:**	11/06/2018
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	11/06/2018	Approve				Pass

Action Text: A MOTION was made by Council Member George and seconded by Council Member Brown to Approve the minutes for the October 15 & 16, 2018 meetings of the City Council.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2018-923

Title
Approval of minutes - for the October 15 & 16, 2018 meetings of the City Council.

Summary
[Enter Summary Here Without Parentheses]

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]

BE IT REMEMBERED that the Hattiesburg City Council held a public hearing at 4:00 p.m. Monday, October 15, 2018 in Council Chambers at City Hall, for the appeal filed by Robert Green to appeal the Planning Commission's recommendation for the petition filed by The City of Hattiesburg to change the zoning classification for certain properties located along Dabbs Street from Pauline Avenue to Fredna Avenue from Section 4.5.9, B-2, (Neighborhood Business) District to Section 4.5.10, B-3, (Community Business) District on behalf of the Katie-John-Dabbs Neighborhood Association - Ward 2. The Planning Commission recommended to Deny on September 5, 2018.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Deborah Delgado, Ward 2; Carter Carroll, Ward 3; Mary Dryden, Ward 4; and Nicholas Brown, Ward 5. Others in attendance included Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda S. Cole; Deputy Clerk of Council, Lisa Luu; City staff members; media; and the public.

Council President Carroll called the Public Hearing to order and explained the procedures.

II. Appeal Public Hearing

II.-1 **2018-860** Hold public hearing for appeal filed by Robert Green to appeal the Planning Commission's recommendation for the petition filed by The City of Hattiesburg to change the zoning classification for certain properties located along Dabbs Street from Pauline Avenue to Fredna Avenue from Section 4.5.9, B-2, (Neighborhood Business) District to Section 4.5.10, B-3, (Community Business) District on behalf of the Katie-John-Dabbs Neighborhood Association – Ward 2. The Planning Commission recommended to Deny on September 5, 2018.

Attachments: September HPC Minutes
Letter of appeal - Dabbs Green
Appeal application - Dabbs Green
Item B HPC

Mr. Robert Green, the appellant, appeared before the Council to present his case.

The following citizen addressed the council in favor of the petition:

- Pansy Cephus, President of Katie, John and Dabbs Neighborhood Association.

There were no other citizens present who wished to address the Council.

On behalf of the City's Planning Department, Ms. Lowery presented a PowerPoint overview.

Council President Carroll called on Mr. Green for rebuttal.

2018-924 Appeal Public Hearing Sign-In Sheet for Dabbs Street Area, 10-15-18.

Attachments: 10-15-18 APH Dabbs, Pauline and Fredna Sign-In Sheet

Council President Carroll closed the public hearing at 4:28 p.m. and proceeded with the next public hearing listed on the agenda.

BE IT REMEMBERED that the Hattiesburg City Council held a public hearing at 4:29 p.m. Monday, October 15, 2018 in Council Chambers at City Hall, for the appeal filed by John Eye to appeal the Board of Adjustment's recommendation for the petition filed by Ashley Robinson, Owner, vary from Section 6, Table 6.1 which states the minimum side setback for property located in an R-1A Zone is ten (10) feet and instead allow a side setback of five (5) feet for a variance of five (5) feet for the following properties located in the Mandalay Villas at Greystone subdivision (per the attached memorandum) - Ward 1. The Board of Adjustment recommended to Approve on September 5, 2018.

Council President Carroll called the Public Hearing to order and explained the procedures.

II.-2 **2018-857** Hold public hearing for appeal filed by John Eye to appeal the Board of Adjustment's recommendation for the petition filed by Ashley Robinson, Owner, vary from Section 6, Table 6.1 which states the minimum side setback for property located in an R-1A Zone is ten (10) feet and instead allow a side setback of five (5) feet for a variance of five (5) feet for the following properties located in the Mandalay Villas at Greystone subdivision (per the attached memorandum) - Ward 1. The Board of Adjustment recommended to Approve on September 5, 2018.

Attachments: appeal_planning_commission_9-7-2018 John Eye
John Eye - Arguments AGAINST variances for Mandalay subdivision
September BOA Minutes
Item A BOA
Mandalay Villas - Additional Docs public hearing
Revised 2Mandalay Villas Covenants 05 Sept 2018 rev01
Tim Farris - Board of adjustments letter 9-5-18
Seth Hunter - Board of adjustments letter 8-1-18

Dr. John Eye, the appellant, appeared before the Council to present his case.

The following citizens addressed the council in opposition to the petition:

- Kathryn Cummings, 111 Lake Shore Dr.
- Eric Weill, 71 J. Ed Turner Dr.
- Krista Eye, 123 J. Ed Turner Dr.

The following citizens addressed the council in favor of the petition:

- Attorney Tim Farris, 76 Classic Dr., Firm is at 6645 US-98 #3
- Donovan Scruggs, 317 Pine Dr., Ocean Springs, MS
- Seth Hunter, 508 Walnut St.
- Jeff Sims, 109 Safari Way
- Ashley Robinson, 15 Murphey Rd.
- Peggy Bullion, 3 Riverside Cir.

There were no other citizens present who wished to address the Council.

On behalf of the City's Planning Department, Ms. Lowery presented a PowerPoint overview.

Council President Carroll called on Mr. Eye for rebuttal.

Council member Brown left the room at 5:31 p.m. and returned at 5:34 p.m.

Council President Carroll stated that he had been advised by the City Attorney that Mr. Eye could apply the discussion and comments from his first appeal hearing to his second appeal hearing.

Council President Carroll closed the public hearing at 5:36 p.m. and proceeded with the next public hearing.

BE IT REMEMBERED that the Hattiesburg City Council held a public hearing at 5:37 p.m. Monday, October 15, 2018 in Council Chambers at City Hall, for the appeal filed by John Eye to appeal the Board of Adjustment's recommendation for the petition filed by Jeff Sims, Owner as required in the Land Development Code, Ord. No. 3209, to vary from Section 6, Table 6.1 which states the minimum side setback for property located in an R-1A Zone is ten (10) feet and instead allow a side setback of five (5) feet for a variance of five (5) feet for properties located in the Mandalay Villas at Greystone subdivision (per the attached memorandum) - Ward 1. The Board of Adjustment recommended to Approve on September 5, 2018.

Council President Carroll called the Public Hearing to order and explained the procedures.

II.-3 **2018-859** Hold public hearing for appeal filed by John Eye to appeal the Board of Adjustment's recommendation for the petition filed by Jeff Sims, Owner as required in the Land Development Code, Ord. No. 3209, to vary from Section 6, Table 6.1 which states the minimum side setback for property located in an R-1A Zone is ten (10) feet and instead allow a side setback of five (5) feet for a variance of five (5) feet for properties located in the Mandalay Villas at Greystone subdivision (per the attached memorandum) - Ward 1. The Board of Adjustment recommended to Approve on September 5, 2018.

Attachments: appeal planning commission 9-7-2018 John Eye
John Eye - Arguments AGAINST variances for Mandalay subdivision
September BOA Minutes
Item B BOA
Tim Farris - Board of adjustments letter.doc
Revised 2Mandalay Villas Covenants 05 Sept 2018 rev01
Mandalay Villas - Additional Docs public hearing
Seth Hunter - Board of adjustments letter 8-1-18

Council President stated that the discussion and comments from the previous hearing will reflect this public hearing; therefore, he closed the public hearing at 5:38 p.m. and proceeded with the next public hearing.

2018-925 Appeal Public Hearing Sign-In Sheet for Mandalay Villas at Greystone subdivision (Item 2 & 3), 10-15-18.

Attachments: 10-15-18 APH Mandalay Villas Sign-In Sheet

III. Public Hearing

BE IT REMEMBERED that the Hattiesburg City Council held a Public Hearing at 5:39 p.m. Monday, October 15, 2018, in Council Chambers at City Hall to hear public comment on the proposed Motor Vehicle Assessment Schedule for the City of Hattiesburg for the Fiscal Year beginning October 1, 2018 and ending September 30, 2019, pursuant to order adopted September 18, 2018 at File # 2018-787.

Council President Carroll called the Public Hearing to order and explained the procedures.

III.-4 **2018-842** Hold Public Hearing to hear public comment on the proposed Motor Vehicle Assessment Schedule for the City of Hattiesburg for the Fiscal Year beginning October 1, 2018 and ending September 30, 2019, pursuant to order adopted September 18, 2018 at File # 2018-787.

Attachments: 2018-2019 Uniform Assessment Schedule (1)

Council President Carroll asked for public comment on the proposed Motor Vehicle Assessment for 2018-2019.

There were no citizens present who wished to comment.

Council President Carroll closed the public hearing at 5:40 p.m. and proceeded with the Agenda Review.

2018-926 Public Hearing Sign-In Sheet for FY 2018-2019 COH's Motor Vehicle Assessment Schedule, 10-15-18.

Attachments: 10-15-18 PH FY 18-19 Motor Vehicle Assessment Schedule Sign-In Sheet

Agenda Adjustments

The Clerk of Council read aloud amendments to the agenda as follows:

Add Routine Item VI.-8, at the request of the Administration as follows:

VI.-8 **2018-882** Acknowledge receipt of the monthly budget report for the month ending September 30, 2018.

Attachments: REV18.0918
EXP18.0918
Property Tax Collection Memo

IV. Agenda Review

Council President Carroll proceeded with the Agenda Review.

Council member George left the room at 5:58 p.m. and returned at 5:59 p.m.

Following discussion of agenda items, Council President Carroll closed the Agenda Review.

V. Citizen Forum

Council Vice President Dryden proceeded with the Citizens' Forum.

She stated the procedures and invited members of the public to speak.

The following citizens addressed the Council:

- Linda Walters, President of the Council of Neighborhoods, Rosewood Dr.
- Sheila Smallwood

There were no other citizens present who wished to address the Council.

Council Vice President Dryden closed the Citizen Forum.

2018-927 Citizens' Forum Sign-In Sheet, 10-15-18.

Attachments: 10-15-18 Citizens' Forum Sign-In Sheet

By unanimous consent, Council President Carroll declared the meeting recessed at 6:01 p.m., this the 15th day of October, 2018.

ATTEST: **APPROVE:**

_____ _____

Clerk of Council **Council President**

ATTEST AND CERTIFY: **APPROVE:**

_____ _____

City Clerk **Mayor**

BE IT REMEMBERED that the regular meeting of the Hattiesburg City Council was held at 5:00 p.m. Tuesday, October 16, 2018, in Council Chambers at City Hall.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Deborah Delgado, Ward 2; Carter Carroll, Ward 3; Mary Dryden, Ward 4; and Nicholas Brown, Ward 5. Others in attendance included Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda S. Cole; Deputy Clerk of Council, Lisa Luu; City staff members; media; and the public.

Council President Carroll Called the meeting to order.

II. Call to Prayer and Pledge of Allegiance

The prayer was given by Pastor Willie Clark of Whole Armor Church of God in Christ.

The Pledge of Allegiance was led by Chief Parker.

III. Agenda Order

There were no additions or deletions to the agenda.

IV. PRESENTATION AGENDA

THE PRESENTATION AGENDA came before the Council.

Mayor Barker welcomed the Optimist Club as they presented a check to the Pinebelt Foundation on behalf of the Dr. Clemon Terrell Memorial Scholarship.

There were no other presentations at this time.

V. POLICY AGENDA

THE POLICY AGENDA came before the Council.

V.-1 **2018-881** Approval of minutes - for the October 1 & 2, 2018 meetings of the City Council.

Attachments: min 10-1-18 PH (unsafe), AR, WS
min 10-2-18 XS

A MOTION was made by Council Member George and seconded by Council Member Brown to Approval of minutes - for the October 1 & 2, 2018 meetings of the City Council

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

V.-2 **2018-863** Adopt an Ordinance for the petition filed by The City of Hattiesburg to change the zoning classification for certain properties located along Dabbs Street from Pauline Avenue to Fredna Avenue (per the attached memorandum), from Section 4.5.9, B-2, (Neighborhood Business) District to Section 4.5.10, B-3, (Community Business) District on behalf of the Katie-John-Dabbs

Neighborhood Association - Ward 2. The Planning Commission recommended to Deny on September 5, 2018.

Attachments: September HPC Minutes
Ordinance - Dabbs St
Item B HPC

A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to DENY to Adopt an Ordinance for the petition filed by The City of Hattiesburg to change the zoning classification for certain properties located along Dabbs Street from Pauline Avenue to Fredna Avenue (per the attached memorandum), from Section 4.5.9, B-2, (Neighborhood Business) District to Section 4.5.10, B-3, (Community Business) District on behalf of the Katie-John-Dabbs Neighborhood Association - Ward 2. The Planning Commission recommended to Deny on September 5, 2018.

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

Yeas: 4 - George, Delgado, Carroll and Dryden

Nays: 1 - Brown

V.-3 **2018-861** Approve or Deny a petition filed by Ashley Robinson, Owner to vary from Section 6, Table 6.1 which states the minimum side setback for property located in an R-1A Zone is ten (10) feet and instead allow a side setback of five (5) feet for a variance of five (5) feet for the following properties located in the Mandalay Villas at Greystone subdivision (per the attached memorandum) - Ward 1. The Board of Adjustment recommended to Approve on September 5, 2018.

Attachments: September BOA Minutes
Item A BOA
Revised 2Mandalay Villas Covenants 05 Sept 2018 rev01
Tim Farris - Board of adjustments letter.doc
Mandalay Villas - Additional Docs public hearing
Tim Farris letter 10-15-18

A MOTION was made by Council Member George and seconded by Council Member Delgado to Approve the petition filed by Ashley Robinson, Owner to vary from Section 6, Table 6.1 which states the minimum side setback for property located in an R-1A Zone is ten (10) feet and instead allow a side setback of five (5) feet for a variance of five (5) feet for the following properties located in the Mandalay Villas at Greystone subdivision (per the attached memorandum) - Ward 1; with the following conditions:

1. Minimum Square footage of the homes shall be a heated and cooled area of 1600 sq. ft., which shall not include porches, garages, patios, terraces, patios, courts, and any other areas not considered interior living space.
2. 75% Percent brick on all homes and homes shall all use similar siding (i.e. hardy-board) for the remainder; no vinyl siding.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

V.-4 **2018-862** Approve or Deny a petition filed by Jeff Sims, Owner to vary from Section 6, Table 6.1 which states the minimum side setback for property located in an R-1A Zone is ten (10) feet and instead allow a side setback of five (5) feet for a variance of five (5) feet for the following properties

located in the Mandalay Villas at Greystone subdivision (per the attached memorandum) - Ward 1. The Board of Adjustment recommended to Approve on September 5, 2018.

Attachments: September BOA Minutes
Item B BOA
Revised 2Mandalay Villas Covenants 05 Sept 2018 rev01
Tim Farris - Board of adjustments letter.doc
Mandalay Villas - Additional Docs public hearing
Tim Farris letter dated 10-15-18

A MOTION was made by Council Member George and seconded by Council Member Delgado to Approve the petition filed by Jeff Sims, Owner to vary from Section 6, Table 6.1 which states the minimum side setback for property located in an R-1A Zone is ten (10) feet and instead allow a side setback of five (5) feet for a variance of five (5) feet for the following properties located in the Mandalay Villas at Greystone subdivision (per the attached memorandum) - Ward 1; with the following conditions:

1. Minimum Square footage of the homes shall be a heated and cooled area of 1600 sq. ft,, which shall not include porches, garages, patios, terraces, patios, courts, and any other areas not considered interior living space.
2. 75% Percent brick on all homes and homes shall all use similar siding (i.e. hardy-board) for the remainder; no vinyl siding.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

V.-5 **2018-844** Adopt a Resolution for final approval of Motor Vehicle Assessment Schedule for Fiscal Year 2018-2019; authorize publication of same.

Attachments: Reso-2018-2019 MV Schedule

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Adopt a Resolution (#2018-154) for final approval of Motor Vehicle Assessment Schedule for Fiscal Year 2018-2019; authorize publication of same.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

V.-6 **2018-865** Adopt an Ordinance for the petition filed by Pricilla Brown, Owner to change the zoning classification for a certain property located at 5583 Hwy 42 Bypass from Section 4.5.5., R-1C (Single-Family Residential) District to Section 4.5.10, B-3, (Community Business) District - Ward 2. The Planning Commission recommended to Approve on October 3, 2018.

Attachments: October HPC Minutes
5583 Hwy 42 - Staff report
Ordinance - 5583 Hwy 42

A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Adopt an Ordinance (#3242) for the petition filed by Pricilla Brown, Owner to change the zoning classification for a certain property located at 5583 Hwy 42 Bypass (Parcel 2-029A-03-062.00, PPIN 15014, Ward 2) from Section

4.5.5., R-1C (Single-Family Residential) District to Section 4.5.10, B-3, (Community Business) District. The Planning Commission recommended to Approve on October 3, 2018.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

V.-7 **2018-866** Approve or Deny a petition filed by Mike Pfleger, Walker Media, Applicant, William F. Martens, Owner, to request a Conditional Use permit for a new accessory "Digital Billboard" as provided in Section 10.13 and all applicable regulations for a certain property located at 6505 Hwy 49 North - Ward 1. The Planning Commission recommended to Deny on October 3, 2018.

Attachments: October HPC Minutes
6505 Hwy 49 N - Digital Billboard - Staff report

A MOTION was made by Council Member George and seconded by Council Member Brown to Deny the petition filed by Mike Pfleger, Walker Media, Applicant, William F. Martens, Owner, to request a Conditional Use permit for a new accessory "Digital Billboard" as provided in Section 10.13 and all applicable regulations for a certain property located at 6505 Hwy 49 North (Parcel 2-024N-31-022.00, PPIN 27507, Ward 1. The Planning Commission recommended to Deny on October 3, 2018.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

V.-8 **2018-867** Approve or Deny a petition filed by Mike Pfleger, Walker Media, Applicant, William F. Martens, Owner to request a variance from Section 10 Table 10.13-1 "Area and Setback Regulations Chart: Billboard - New" which states spacing between New Digital Billboards and residentially zoned districts is a minimum of eight hundred (800) ft. and instead allow a distance of one hundred and two (102) ft. for a variance of six hundred and ninety-eight (698) ft. for a proposed New Digital Billboard (Conditional Use Permit pending) located at 6505 Hwy 49 North - Ward 1. The Board of Adjustment recommended to Deny on October 3, 2018.

Attachments: October BOA Minutes
6505 Hwy 49 N - Digital Billboard Variance - Staff report

A MOTION was made by Council Member George and seconded by Council Member Brown to Deny the petition filed by Mike Pfleger, Walker Media, Applicant, William F. Martens, Owner to request a variance from Section 10 Table 10.13-1 "Area and Setback Regulations Chart: Billboard - New" which states spacing between New Digital Billboards and residentially zoned districts is a minimum of eight hundred (800) ft. and instead allow a distance of one hundred and two (102) ft. for a variance of six hundred and ninety-eight (698) ft. for a proposed New Digital Billboard (Conditional Use Permit pending) located at 6505 Hwy 49 North (Parcel 2-024N-31-022.00, PPIN 27507, Ward 1). The Board of Adjustment recommended to Deny on October 3, 2018.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

V.-9 **2018-868** Approve or Deny a petition filed by Scott Russell, Applicant, Robert O. Tatum Jr., Owner, to vary from the Midtown Form-Based Code Section 5.3.Q.1. which states that "A wall sign must be placed no higher than eighteen (18) ft. above the sidewalk", and instead allow a sign, measured from the bottom, to be twenty-one (21) ft. above the sidewalk for a variance of three (3) ft.; and to

vary from 5.3.Q.B. which states that maximum sign height is five (5) ft. and instead allow two (2) seven (7) ft. signs for a variance of two (2) ft. each for the property located 109 South 31st Avenue Suite 10 - Ward 3. The Board of Adjustment recommended to Approve on October 3, 2018.

Attachments: October BOA Minutes
109 S 31st Ave St 10 - FBC Sign Variance - Staff report

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve the petition filed by Scott Russell, Applicant, Robert O. Tatum Jr., Owner, to vary from the Midtown Form-Based Code Section 5.3.Q.1. which states that "A wall sign must be placed no higher than eighteen (18) ft. above the sidewalk", and instead allow a sign, measured from the bottom, to be twenty-one (21) ft. above the sidewalk for a variance of three (3) ft.; and to vary from 5.3.Q.B. which states that maximum sign height is five (5) ft. and instead allow two (2) seven (7) ft. signs for a variance of two (2) ft. each for the property located 109 South 31st Avenue Suite 10 (Parcel 2-028N-07-080.00, PPIN 26492, Ward 3). The Board of Adjustment recommended to Approve on October 3, 2018.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

V.-10 **2018-875** Adopt a Resolution declaring certain vehicles as surplus; authorize disposal of said vehicles and removal of said vehicles from the inventory of Department of Water and Sewer. (See Attached List)

Attachments: Howe-Memo
W&S Surplus List
W&S Surplus Resolution

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt a Resolution (#2018-155) declaring certain vehicles as surplus; authorize disposal of said vehicles and removal of said vehicles from the inventory of Department of Water and Sewer. (See Attached List)

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

V.-11 **2018-876** Adopt a Resolution establishing petty cash funds effective October 1, 2018 and approve issuance of a manual check to each custodian as of October 1, 2018.

Attachments: 10-1-2018 Petty Cash Resolution

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Adopt a Resolution (#2018-156) establishing petty cash funds effective October 1, 2018 and approve issuance of a manual check to each custodian as of October 1, 2018.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

V.-12 **2018-841** Approve the 2018-2022 Consolidated Plan and the 2018 Annual Action Plan and authorize the submittal of both to the Department of Housing and Urban Development for review and approval. {Entitlement}

Attachments: 2018-2022 CONSOLIDATED PLAN and 2018 ANNUAL ACTION PLAN

A MOTION was made by Council Member George and seconded by Council Member Delgado to Approve the 2018-2022 Consolidated Plan and the 2018 Annual Action Plan and authorize the submittal of both to the Department of Housing and Urban Development for review and approval. {Entitlement}

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

V.-13 **2018-839** Approve and authorize Mayor to execute in duplicate a Collaboration Agreement for the 2020-2025 Analysis of Impediments Between the Mississippi Home Corporation and the City of Hattiesburg. {Entitlement}

Attachments: City of Hattiesburg REVISED Collaboration Agreement
INVOICE - City of Hattiesburg

A MOTION was made by Council Member Brown and seconded by Council Member George to Approve and authorize Mayor to execute in duplicate a Collaboration Agreement for the 2020-2025 Analysis of Impediments Between the Mississippi Home Corporation and the City of Hattiesburg. {Entitlement}

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

V.-14 **2018-849** Approve and Authorize execution of two copies of a Joint-Funding Agreement for the period of October 1, 2018 - September 30, 2019 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: Agreement

A MOTION was made by Council Vice President Dryden and seconded by Council Member Delgado to Approve and Authorize execution of two copies of a Joint-Funding Agreement for the period of October 1, 2018 - September 30, 2019 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 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

V.-15 **2018-848** Authorize Mayor to execute lighting agreement with Mississippi Power for additional lighting at various locations as per the attached list for a monthly increase of $364.51.

Attachments: MS Power - Various SWAT 4

A MOTION was made by Council Vice President Dryden and seconded by Council Member Delgado to

Authorize Mayor to execute lighting agreement with Mississippi Power for additional lighting at various locations as per the attached list for a monthly increase of $364.51.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

V.-16 **2018-873** Authorize the Mayor and City Clerk to execute certification to the Municipal Compliance Questionnaire for fiscal year ending September 30, 2018.

Attachments: municipal-compliance-questionnaire

A MOTION was made by Council Member George and seconded by Council Member Delgado to Authorize the Mayor and City Clerk to execute certification to the Municipal Compliance Questionnaire for fiscal year ending September 30, 2018.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

V.-17 **2018-847** Authorize submission of an application to the Mississippi Emergency Management Agency (MEMA) Hazard Mitigation Grant Program to fund a drainage improvement project on Grace Avenue, in the amount of $305,860 ($229,395 federal/$76,465 local match); Authorize Mayor to execute the MEMA Maintenance Agreement in duplicate.

Attachments: 1 - MEMA Pre-Application
2 - Grace Ave. Cost Estimate 2018-09-14
3 - MEMA Maintenance Agreement

A MOTION was made by Council Member Delgado and seconded by Council Member George to Authorize submission of an application to the Mississippi Emergency Management Agency (MEMA) Hazard Mitigation Grant Program to fund a drainage improvement project on Grace Avenue, in the amount of $305,860 ($229,395 federal/$76,465 local match); Authorize Mayor to execute the MEMA Maintenance Agreement in duplicate.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

V.-18 **2018-845** Authorize the acceptance of the FY18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award from the US Department of Justice in the amount of $18,505 and authorize the Mayor to execute the same in duplicate.

Attachments: FY2018 Byrne JAG Award

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Authorize the acceptance of the FY18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award from the US Department of Justice in the amount of $18,505 and authorize the Mayor to execute the same in duplicate.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

VI. ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

A MOTION was made by Council member George and seconded by Council member Brown to approve the Routine Agenda.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

VI.-1 **2018-853** End the Local State of Emergency occurring as a result of Tropical Storm Gordon on September 3, 2018.

VI.-2 **2018-850** Acknowledge Proof of Publication for the month of August and September 2018.

Attachments: CLARION LEDGER Proof Publication 09-2018
HUB CITY SPOKES Proof Publication 08-2018
HUB CITY SPOKES Proof Publication 09-2018

VI.-3 **2018-871** Acknowledge receipt of Privilege Tax License Report for the month of September 2018.

Attachments: Memo-Privilege License Report for September 2018
Privilege license Report-September-2018

VI.-4 **2018-855** Acknowledge receipt of Warranty Deed and Temporary Construction Easement from Carney Real Estate, LLC for a portion of Forrest County Tax Parcel No. 2-028L-07-146.00 (PPIN 23170) for the 38th Avenue Sidewalk Project; Authorize payment of the agreed upon market value of $12,435.00 by manual check; Authorize Mayor to execute and City Attorney to record with Forrest County.

Attachments: Carney Deed - signed

VI.-5 **2018-858** Acknowledge receipt of Warranty Deed and Temporary Construction Easement from the Robert L. Touchstone, Jr. Family Trust for a portion of Forrest County Tax Parcel No. 2-038D-16-108.00 (PPIN 17619) for the NRCS Drainage Project near Timothy Lane; Authorize payment of the agreed upon market value of $2,400.00 by manual check; Authorize Mayor to execute and City Attorney to record with Forrest County.

Attachments: Touchstone Valuation Letter
Easement - Touchstone

VI.-6 **2018-846** Acknowledge receipt of bids received by reverse auction on October 4, 2018 for Term Bid Item #23 - Corrugated HDPE Drainage Pipe for the Public Services Department and accept the bids as per recommendation in the attached memorandum.

Attachments: Item 23 - Memo Accept
Item 23 - Corrugated HDPE Notice to Bidders
Item 23 - Corrugated HDPE Specs
Item 23 Addendum Signed
Item 23 Bid Proposal Form
Bid Tab
Item 23 - Copy of Reverse Auction Bids

VI.-7 **2018-851** Acknowledge bids received September 20, 2018 for the South 28th Avenue Bridge Replacement project and accept the bid from Colom Construction Company, Inc. in the amount of $545,369.60 as the lowest and best bid received; Authorize mayor to execute contracts upon preparation.

Attachments: Recommendation Ltr
Specs with Bid Documents
Certified Bid Tab
11204 construction plans signed 2018-02-12
Certified Bid Tab 9-20-18

VI.-8 2018-843 Approve claims docket for the period ending October 12, 2018.

Attachments: DOCKET 18.10-12

VI.-9 2018-882 Acknowledge receipt of the monthly budget report for the month ending September 30, 2018.

Attachments: REV18.0918
EXP18.0918
Property Tax Collection Memo

Additional Business

Council President Carroll called for additional business.

Council member Delgado invited the public to come and volunteer for Make a Difference Day, Saturday, October 27 which is city-wide, and Ward 2 will be holding a Make a Difference Week, October 22-27.

There was no other additional business.

VII. Adjournment

By unanimous consent, Council President Carroll declared the meeting adjourned at 5:22 p.m., this the 16th day of October, 2018.

ATTEST: **APPROVE:**

_____ _____

Clerk of Council **Council President**

ATTEST AND CERTIFY: **APPROVE:**

_____ _____

City Clerk **Mayor**

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City of Hattiesburg, MS

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

Master

File Number: 2018-907

File ID: 2018-907 **Type:** Regular Agenda Item **Status:** Failed

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

Requester: Ginger Lowrey **File Created:** 10/26/2018

Brief Title: Hattiesburg Historic Conservation Commission (HHCC) - 510 W. Pine St. Sacred Heart Parish steeple design, Ward 4 **Final Action:**

Minute Book Number: MB 2018-270

Title:

Approve or Deny the petition filed by filed by Sacred Heart Parish to modify the steeple design at 510 W. Pine St (PPIN 19225, Ward4); Hattiesburg Historic Conservation Commission voted to DENY on September 12, 2018.

Notes: HHCC Appeal hearing item

Agenda Date: 11/06/2018

Indexes: **Agenda Number:** V.-2

Sponsors: **Enactment Date:**

Attachments: Appeal form - Ramon-Landry 9-12-18, MINUTES 2018_ Aug Sept for 501 W Pine, HHCC Reports - Aug Sept, MD - Statement for Church Steeple, 11-6-18 **Enactment Number:**

Contact: **Meeting Date:** 11/06/2018

Drafter: GML **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/06/2018	Deny				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Delgado to Deny the petition filed by filed by Sacred Heart Parish to modify the steeple design at 510 W. Pine St (PPIN 19225, Ward4); Hattiesburg Historic Conservation Commission voted to DENY on September 12, 2018.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea:	5	Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown

Text of Legislative File 2018-907

Title

Approve or Deny the petition filed by filed by Sacred Heart Parish to modify the steeple design at 510 W. Pine St (PPIN 19225, Ward4); Hattiesburg Historic Conservation Commission voted to DENY on September 12, 2018.

Summary

Hattiesburg Historic Conservation Commission (HHCC) - 510 W. Pine St. Sacred Heart Parish steeple design, Ward 4

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Send to:
Andrew Ellard, Director of Urban Development
Dept. of Urban Development
P.O. Box 1898
Hattiesburg, MS 39403
601.545.4599 or fax 601.545.1962

REQUEST TO APPEAL PLANNING COMMISSION OR BOARD OF ADJUSTMENTS RECOMMENDATION

Today's Date: 9/12/2018
Planning Commission or Board of Adjustment Date: 9/12/2018 (Appeals must be made within ten consecutive days of the recommendation)
Name of Property Owner/Petitioner: Sacred Heart Parish
Name of Person Requesting Appeal Hearing: Lynn Landrum
Mailing Address of Person Requesting Appeal Hearing: 313 Walnut St., Hattiesburg MS
Address of Petitioned Property: 501 W. Pine St.
Petitioner's Request of the Planning Commission or Board of Adjustments: Requesting To Overturn Request To Remove Spire
Planning Commission or Board of Adjustment's Recommendation: *Approve* ☐ *or* *Deny* ☑

I/We hereby APPEAL the Planning Commission or Board of Adjustment's Recommendation for the above reference petition and request to hold a Public Hearing before the Hattiesburg City Council.

Rev. Ken Ramon-Landry
Appellant (print)

Rev Ken Ramon-Landry
Appellant (signature)

RECEIVED
SEP 13 2018
BY: SML

MINUTES OF THE MEETING OF THE

HATTIESBURG HISTORIC CONSERVATION COMMISSION

Wednesday, August 8, 2018

The Hattiesburg Historic Conservation Commission met August 8, 2018, at 12:03 p.m. in the Dining Room of the Jackie Dole Sherrill Community Center, 220 W. Front St., Hattiesburg, Mississippi, Tom Boldo presided as Chairman.

Commissioners present: Tom Boldo, Chairman
Margaret Dwight Shelton, Vice-Chairman
Glenn Nees
Cory Ferraez
Mary Halliwell
Michael Anderson
Miranda Grieder

Commissioners absent: Sarah Newton

Staff present: Russell Archer, Historic Preservation Planner
Andrew Ellard, Director of Urban Development

AGENDA

There came the matter of the agenda for the meeting of August 8, 2018. A motion was made by Commissioner Ferraez and seconded by Commissioner Shelton that the agenda be approved. The motion carried.

MINUTES

There came the matter of the minutes for the July 11, 2018, meeting. A motion was made by Commissioner Ferraez and seconded by Commissioner Shelton that the minutes be approved as submitted. The motion carried.

BUSINESS

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Sacred Heart Parish, Owner, requesting to modify an existing steeple at 510 W. Pine St. in the Oaks Historic District.

	Name	**Title**
Presented by:	Lynn Landrum	Applicant Representative
Others to speak:	(none)	

Discussion and Vote

Commissioner Grieder recommended that some flexibility in design should be allowed due to the change in use of the structure.

Commissioner Ferraez expressed concerns about compromising the historical accuracy of the Protestant designed structure.

Commissioner Shelton and Commissioner Nees expressed concerns about the structural integrity of the steeple in its current state of disrepair. Commissioner Nees requested more detailed information regarding the proposed new design for the steeple spire.

The applicant representative stated that more detailed designs or drawings could be produced at a future date.

Motion:	TABLE the application pending further information
Motion made by:	Michael Anderson
Motion seconded by:	Miranda Grieder
Commissioners voting aye:	All present and voting
Commissioners voting nay:	None
Commissioners abstaining:	None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Darryl & Teketia Brownlow, Owners, requesting to replace and widen driveway, install a walkway, and install new fencing at 517 Miller St. in the North Main Historic District.

	Name	**Title**
Presented by:	Taketia Brownlow	Owner
Others to speak:	(none)	

Discussion and Vote	Applicant stated that a tree had fallen on the previous fence.
Motion:	Approve the application as submitted
Motion made by:	Michael Anderson
Motion seconded by:	Miranda Grieder
Commissioners voting aye:	All present and voting
Commissioners voting nay:	None
Commissioners abstaining:	None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Hattiesburg Historic Neighborhood Association, Owner, requesting to remove a tree at 601 Court St. in the Hattiesburg Historic Neighborhood District.

	Name	**Title**
Presented by:	Sarah H.Carver	Applicant representative
Others to speak:	Andy Parker	City Arborist

Discussion and Vote	Andy Parker stated that the tree is in good health but the root leaders are doing obvious damage to the building.
Motion:	Approve the application as submitted
Motion made by:	Michael Anderson
Motion seconded by:	Cory Ferraez
Commissioners voting aye:	All present and voting
Commissioners voting nay:	None
Commissioners abstaining:	None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Eric Kampmann, Owner, requesting to install new fencing and enclose an exterior door at 805 E. Laurel Ave. in the Hattiesburg Historic Neighborhood District.

	Name	**Title**
Presented by:	Eric Kampmann	Owner
Others to speak:	(none)	

Discussion and Vote

Motion: Approve the application as submitted

Motion made by: Miranda Grieder

Motion seconded by: Glenn Nees

Commissioners voting aye: All present and voting

Commissioners voting nay: None

Commissioners abstaining: None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Monica Rowell, Owner, requesting to install new fencing at 604 Court St. in the Hattiesburg Historic Neighborhood District.

	Name	**Title**
Presented by:	Monica Rowell	Owner
Others to speak:	(none)	

Discussion and Vote

Motion: Approve the application as submitted

Motion made by: Michael Anderson

Motion seconded by: Glenn Nees

Commissioners voting aye: All present and voting

Commissioners voting nay: None

Commissioners abstaining: None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Patti Mowery, Owner, requesting to remove multiple trees from the property at 2324 Adeline St. in the Parkhaven Historic District

	Name	**Title**
Presented by:	Patti Mowery	Owner
Others to speak:	Andy Parker	City Arborist

Discussion and Vote Mr. Parker stated that the proximity and the age of the trees in question are causing issues with property maintenance.

Motion:	Approve the application as submitted
Motion made by:	Michael Anderson
Motion seconded by:	Glenn Nees
Commissioners voting aye:	All present and voting
Commissioners voting nay:	None
Commissioners abstaining:	None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Bonnie Revicki, Owner, requesting to remove a tree at 216 S. 20th Ave. in the Parkhaven Historic District.

	Name	**Title**
Presented by:	Patti Mowery	Applicant representative
Others to speak:	Andy Parker	City Arborist

Discussion and Vote	Mr. Parker stated that the tree had a significant lean to it and was in close proximity to the newly installed driveway.
Motion:	Approve the application as submitted
Motion made by:	Glenn Nees
Motion seconded by:	Michael Anderson
Commissioners voting aye:	Glenn Nees, Michael Anderson, Miranda Grieder, Cory Ferraez, Mary Halliwell,
Commissioners voting nay:	Margaret Dwight Shelton
Commissioners abstaining:	None

Other Business

There came the matter of the City Arborist's report. Mr. Andy Parker gave a report.

There came the matter of the Code Official's report. Mr. Christopher Price distributed an updated report and informed the Commissioners that 535 W. 4th St. was recently boarded up and the adjacent lot cleared. Mr. Price informed the Commissioners that he is working on revising the standard operating procedures for the Code Enforcement Division, making future updates more timely and accurate.

There came the matter of the Coordinator's report. A report was submitted. Mr. Archer reported that the he would be attending a workshop in Pascagoula, sponsored by the Mississippi Heritage Trust. Mr. Archer also provided status updates for all of the pending "Demolition by Neglect" cases. Lastly, Mr. Archer informed the Commissioners about a pending amendment to the Conservation Ordinance which would create a new category "Recognized Landmark." The amendment would create a framework for a new historic marker program, initiated by Mayor Barker.

There being no further business, upon motion duly made by Commissioner Halliwell and seconded by Commissioner Anderson, and unanimously approved, the meeting was adjourned at 1:45 p.m.

Respectfully submitted,

_____

Tom Boldo, Chairman

_____

Russell Archer, Recording Secretary/ Historic Planner

MINUTES OF THE MEETING OF THE

HATTIESBURG HISTORIC CONSERVATION COMMISSION

Wednesday, September 12, 2018

The Hattiesburg Historic Conservation Commission met September 12, 2018, at 12:00 p.m. in the Dining Room of the Jackie Dole Sherrill Community Center, 220 W. Front St., Hattiesburg, Mississippi, Tom Boldo presided as Chairman.

Commissioners present: Tom Boldo, Chairman
Margaret Dwight Shelton, Vice-Chairman
Glenn Nees
Cory Ferraez
Mary Halliwell
Miranda Grieder

Commissioners absent: Sarah Newton
Michael Anderson

Staff present: Russell Archer, Historic Preservation Planner
Ginger M. Lowrey, Manager, Planning Division
Andrew Ellard, Director of Urban Development

AGENDA

There came the matter of the agenda for the meeting of September 12, 2018. A motion was made by Commissioner Ferraez and seconded by Commissioner Halliwell that the agenda be approved. The motion carried.

MINUTES

There came the matter of the minutes for the August 8, 2018, meeting. A motion was made by Commissioner Halliwell and seconded by Commissioner Ferraez that the minutes be approved as submitted. The motion carried.

ACKNOWLEDGEMENT

There came the matter of acknowledgement of an electronic vote, via email, for emergency approval of a COA for 715 Hall Ave. Commissioner Ferraez moved to acknowledge the approval and Commissioner Nees seconded. The motion carried.

BUSINESS

Old Business

There came the matter of the tabled application for a Certificate of Appropriateness filed by Sacred Heart Parish, Owner, requesting to modify an existing steeple at 510 W. Pine St. in the Oaks Historic District.

	Name	**Title**
Presented by:	Lynn Landrum	Applicant Representative
Others to speak:	(none)	

Motion: Take the item from the table for further consideration

Motion made by: Glenn Nees

Motion seconded by: Cory Ferraez

Commissioners voting aye: All present and voting

Discussion and Vote Mr. Archer shared with the Commissioners recent correspondence with Michelle Jones, CLG Coordinator with the MS Department of Archives and History which mentioned the "non-contributing" status of the property and encouraged the commission to be consistent with the manner in which non-contributing properties are reviewed. The applicant shared a report with the commission that outlined the owners concerns and position on the best path forward. The applicant also reiterated to the commission that the Owners do not wish to repair the steeple spire "as is" because it is not reflective of the current use of the building. The applicant further stated that Finlo Construction has determined that the steeple spire is not salvageable.

Commissioner Halliwell expressed concerns about compromising the historical integrity of such a recognizable structure in the downtown area.

Commissioner Nees stated concern that no professional assessment had been undertaken that proved that the steeple spire was not salvageable.

Motion: DENY the application due to the negative impact that the proposal would have on the historic integrity of the structure and due to the lack of evidence that the spire is beyond repair.

Motion made by: Glenn Nees

Motion seconded by: Cory Ferraez

Commissioners voting aye: Glenn Nees, Cory Ferraez, Margaret Dwight Shelton, Mary Halliwell

Commissioners voting nay: Miranda Grieder

Commissioners abstaining: None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Ray & Tina Haley, Owners, requesting to remove a tree at 500 Walnut St. in the Hattiesburg Historic Neighborhood District.

	Name	**Title**
Presented by:	Ray Haley	Owner/Applicant
Others to speak:	Andy Parker	City Arborist

Discussion and Vote Mr. Parker and the applicant both stated that the tree poses a hazard due to its close proximity to the house and the sidewalk.

Motion: Approve the application as submitted

Motion made by: Glenn Nees

Motion seconded by: Cory Ferraez

Commissioners voting aye: All present and voting

Commissioners voting nay: None

Commissioners abstaining: None

Public Hearing

There came the matter of the application for a Certificate of Appropriateness filed by Cathy Willis, Owner, requesting to replace selected windows at 222 S 23rd Ave. in the Parkhaven Historic District.

	Name	**Title**
Presented by:	Cathy Willis	Owner/Applicant
Others to speak:	Rob Young	Applicant Representative

Discussion and Vote The applicant informed commissioners that the windows in question are in the non-historic rear addition of the house.

Motion: Approve the application as submitted

Motion made by: Mary Halliwell

Motion seconded by: Glenn Nees

Commissioners voting aye: All present and voting

Commissioners voting nay: None

Commissioners abstaining: None

Other Business

There came the matter of the City Arborist's report. Mr. Andy Parker gave a report.

There came the matter of the Code Official's report. Mr. Christopher Price distributed an updated report.

There came the matter of the Coordinator's report. A report was submitted. Mr. Archer provided a status update on the Pat Harrison Waterway District Building and stated that the item is still on the MDAH Permit Committee's agenda for ongoing discussion.

There being no further business, upon motion duly made by Commissioner Ferraez and seconded by Commissioner Halliwell, and unanimously approved, the meeting was adjourned at 12:53 p.m.

Respectfully submitted,

_____

Tom Boldo, Chairman

_____

Russell Archer, Recording Secretary/ Historic Planner

HATTIESBURG HISTORIC CONSERVATION COMMISSION

REGULAR MEETING
August 8, 2018

DEPARTMENT OF URBAN DEVELOPMENT

PLANNING DIVISION

Ginger M. Lowrey, AICP
Planning Manager

Hattiesburg Historic Conservation Commission

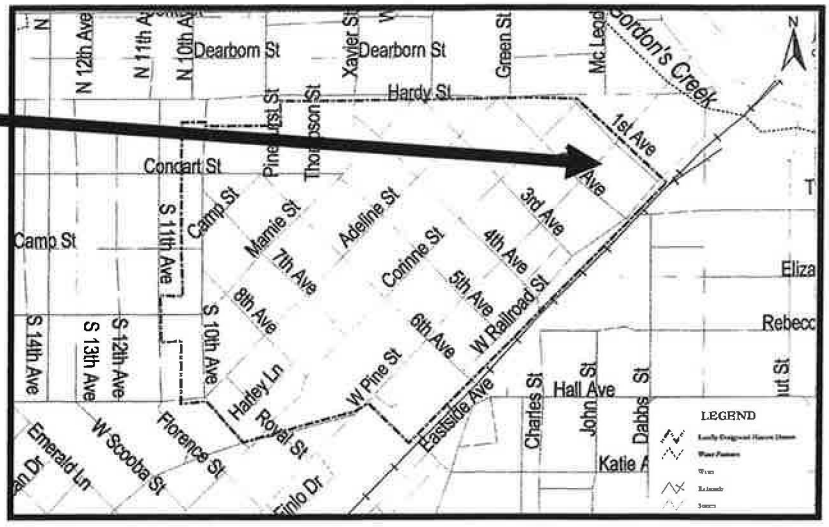
Application Data Sheet—Item 1

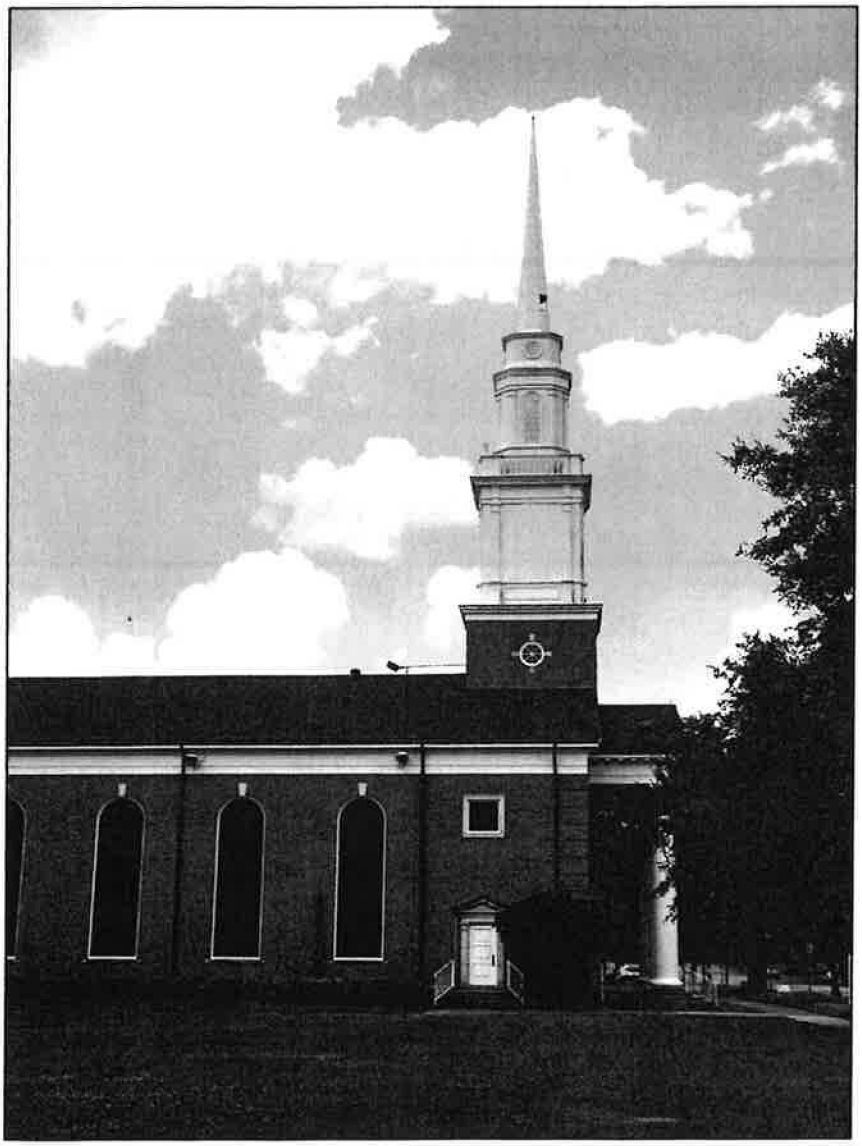
Historic District: The Oaks

Address: 510 W. Pine St.

Significance: Non-Contributing (under 50 years old at time of survey)

Construction Date: 1952





Adjacent Properties

510 W. Pine St.

MDAH

Historic Resources Inventory Fact Sheet

Location Information
(for the First Baptist Church)

Name: First Baptist Church

Address: Pine Street, West

City/County: Hattiesburg, Forrest County

Architectural Information

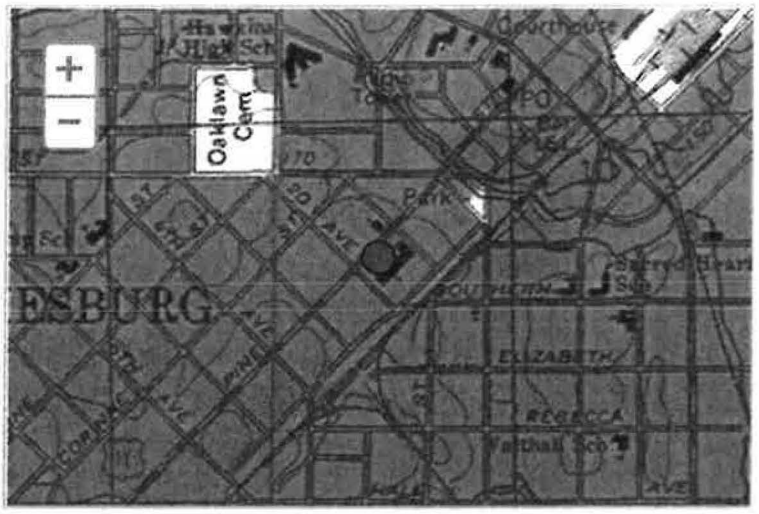
Construction Date: c.1950

Architectural Styles(s): Colonial Revival

Local Designation Information

Local District Name: The Oaks Historic District

click here for additional information on this district.



RECEIVED
JUL 09 2018 RA

Application for a Certificate of Appropriateness

to Hattiesburg Historic Conservation Commission

for a proposed exterior change to a property within designated historic districts

Office Use Only
Received
Complete
HHCC review
Action

Historic District: THE OAKS

Property address: 510 W. PINE ST.

Present zoning: _____

Applicant: SACRED HEART PARISH

Address: 313 WALNUT ST.
HATTIESBURG, MS

Phone: 601-583-9404

Signature and permission of Applicant / date:
Rev. Ken Ramirez Landry

Owner: SACRED HEART PARISH

Address: 313 WALNUT ST.
HATTIESBURG, MS

Phone: 601-583-9404

If the applicant is not the owner, include a letter from the owner authorizing the change.

I hereby authorize City of Hattiesburg staff access to the property for taking pictures and documentation.

Proposed starting date: _____

Briefly describe the proposed project / Proposed Alterations
(attach additional sheets as needed):

REMOVE EXISTING DAMAGED SPIRE AT THE TOP OF THE STEEPLE. REPLACE WITH CUPOLA TOPPED WITH A CROSS.

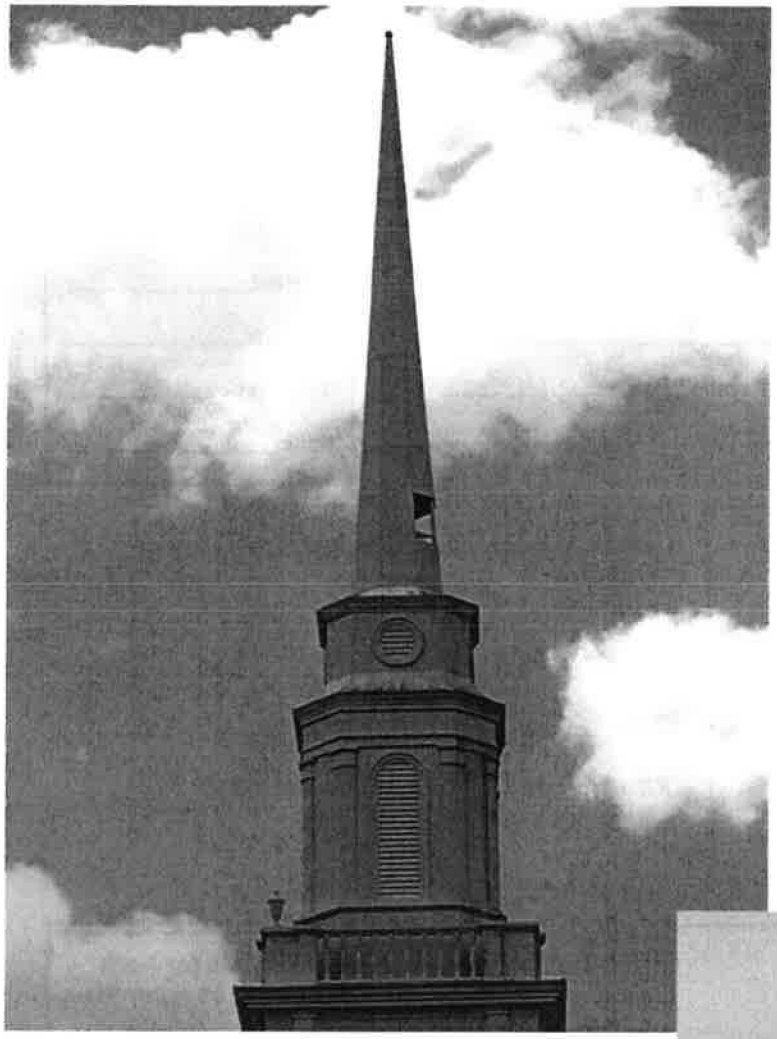
NOTE: Appropriate support materials for each proposed change as required must be submitted to complete this application.

Incomplete applications will not be reviewed by the commission.

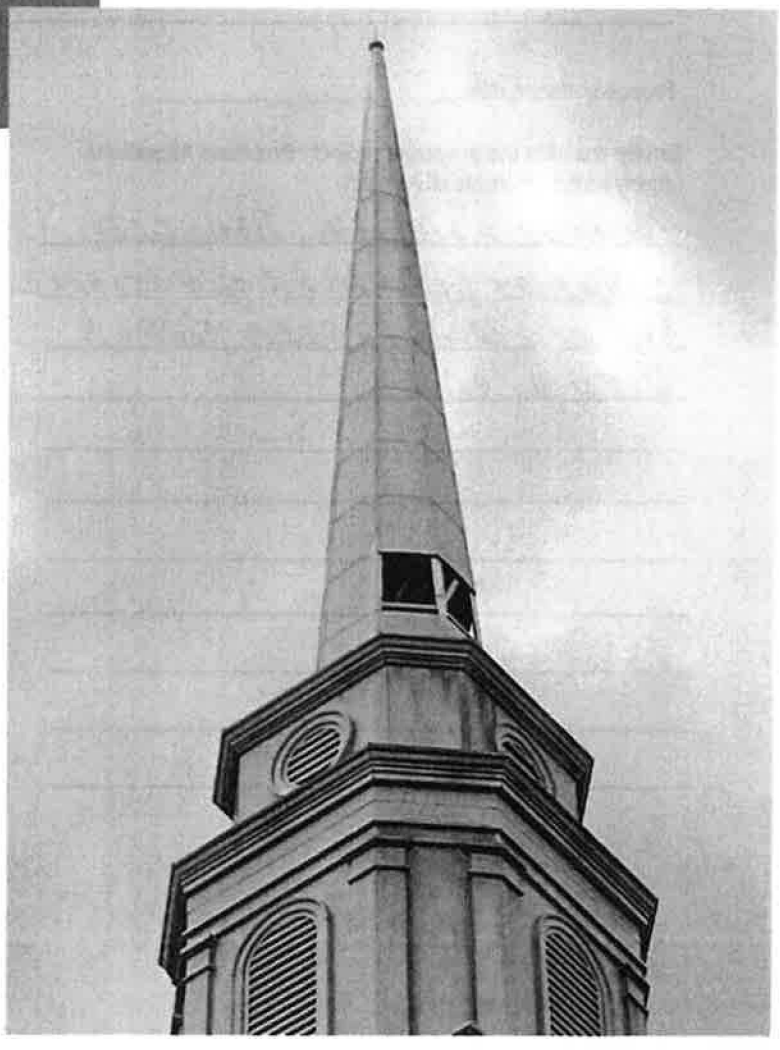
DEADLINE: Applications and support materials must be submitted by 5 p.m. Wednesday, 14 days prior to the regular HHCC meeting, normally the second Wednesday of each month.

- ☐ New Buildings and New Additions
- ☐ Major Restoration, Rehabilitation or Remodeling
- ☐ Site Changes – tree removal, fences, walks, driveways, parking and signs
- ☑ Demolition and Relocation

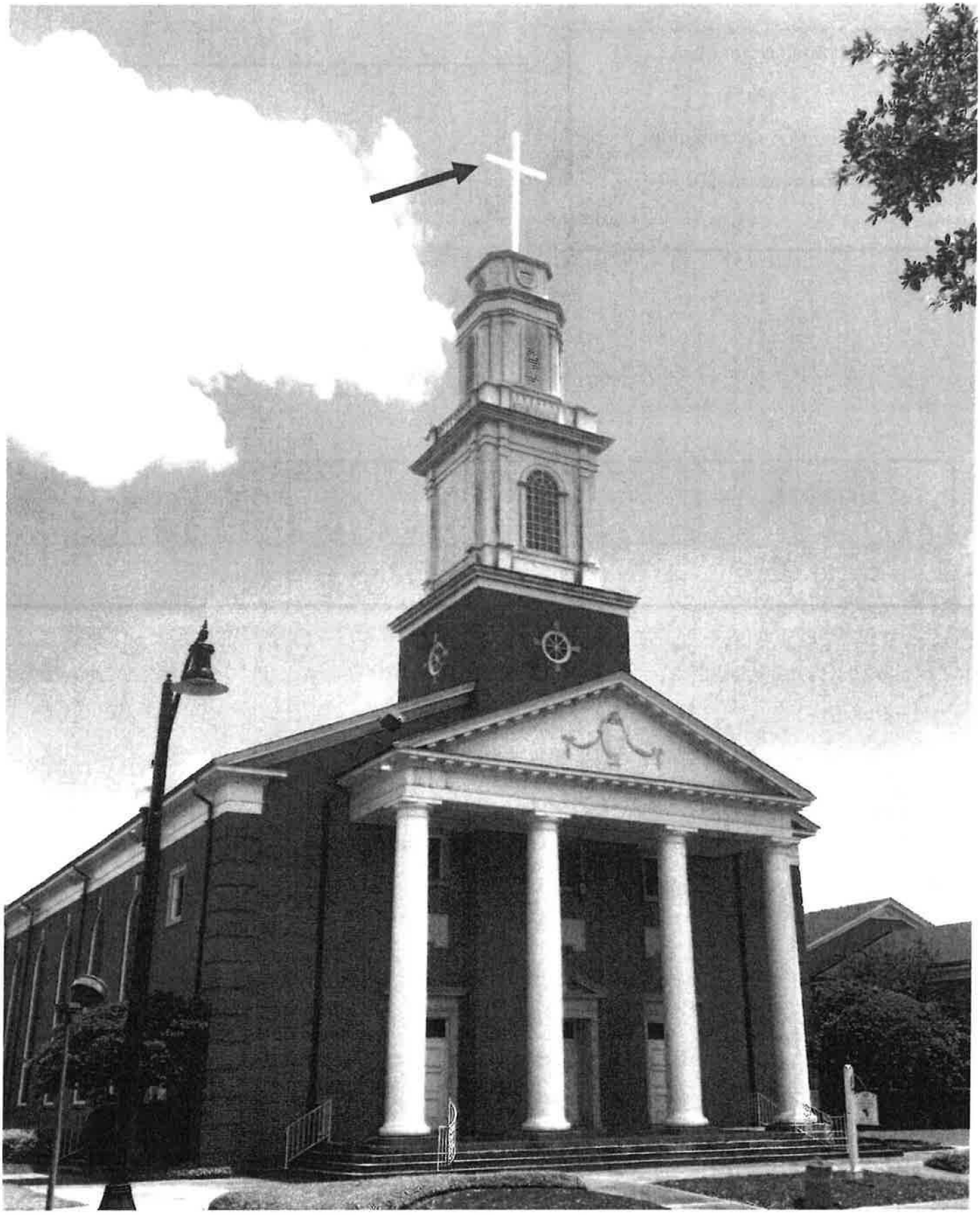
Required support materials must be attached. Please see *Checklist for Required Support Materials* on the next page.



Details of original steeple spire, showing missing panels near base



Proposed replacement for steeple, to be installed on current pedestal/cupola



HATTIESBURG HISTORIC CONSERVATION COMMISSION

REGULAR MEETING
September 12, 2018

DEPARTMENT OF URBAN DEVELOPMENT

PLANNING DIVISION

Ginger Maddox, AICP
Planning Manager

Hattiesburg Historic Conservation Commission

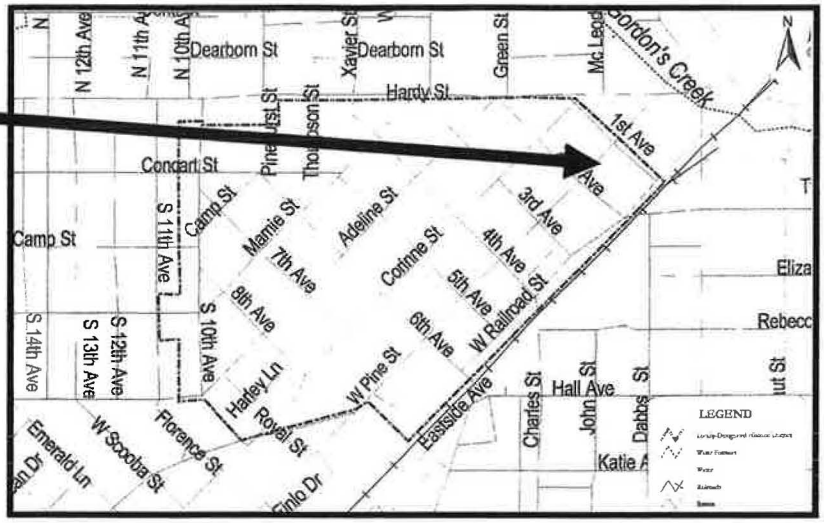
Application Data Sheet—Tabled Item (B. a.)

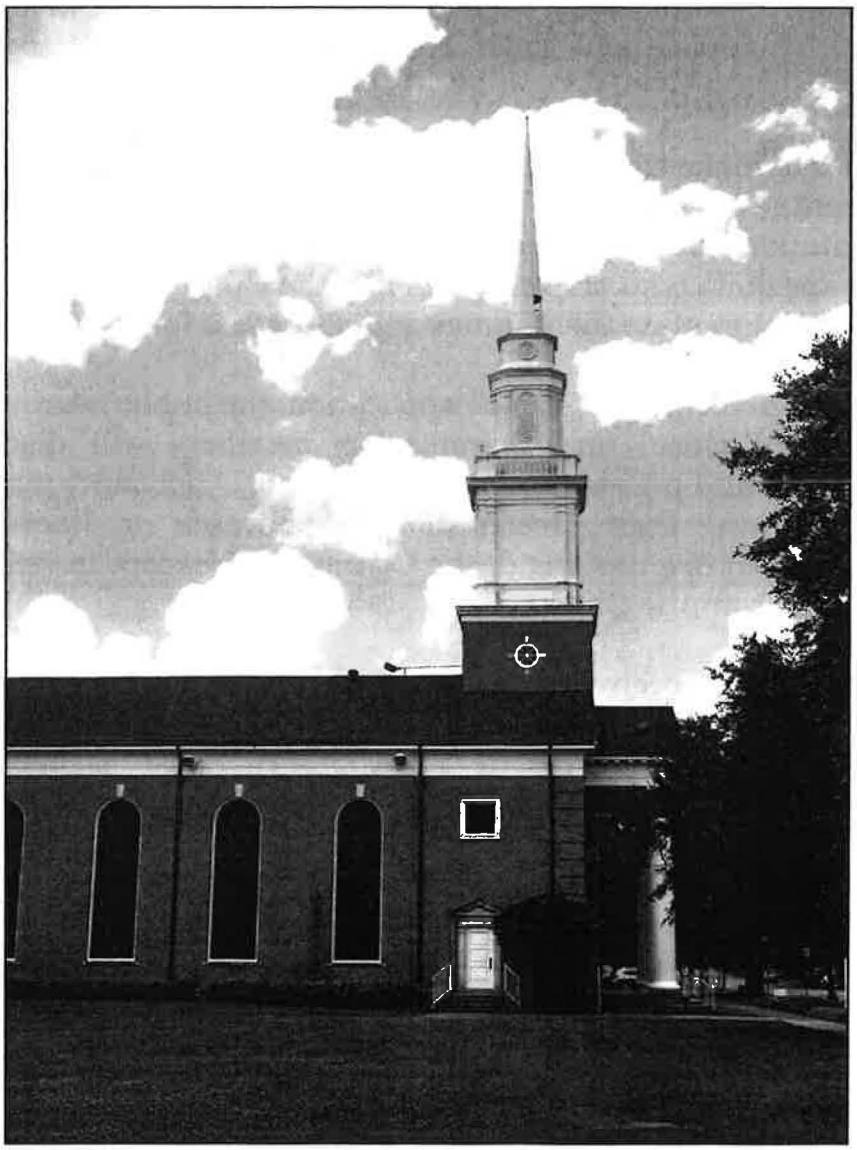
Historic District: The Oaks

Address: 510 W. Pine St.

Significance: Non-Contributing (under 50 years old at time of survey)

Construction Date: 1952





Adjacent Properties

510 W. Pine St.

MDAH

Historic Resources Inventory Fact Sheet

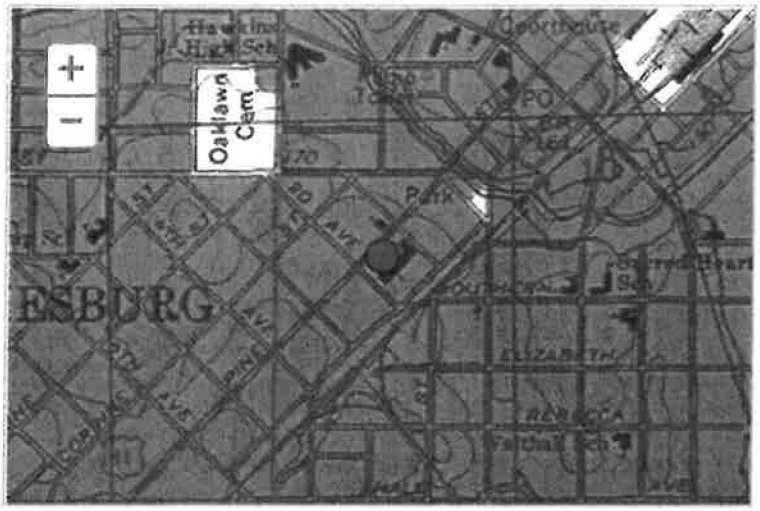
Search Results	Fact Sheet	Architectural	Photos	Map

Location Information
(for the First Baptist Church)

Name: First Baptist Church

Address: Pine Street, West

City/County: Hattiesburg, Forrest County



Architectural Information

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click here for additional information on this district.

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Phone: 601-583-9404

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Signature and permission of Applicant / date:

Rev. Ken Ramirez Landry

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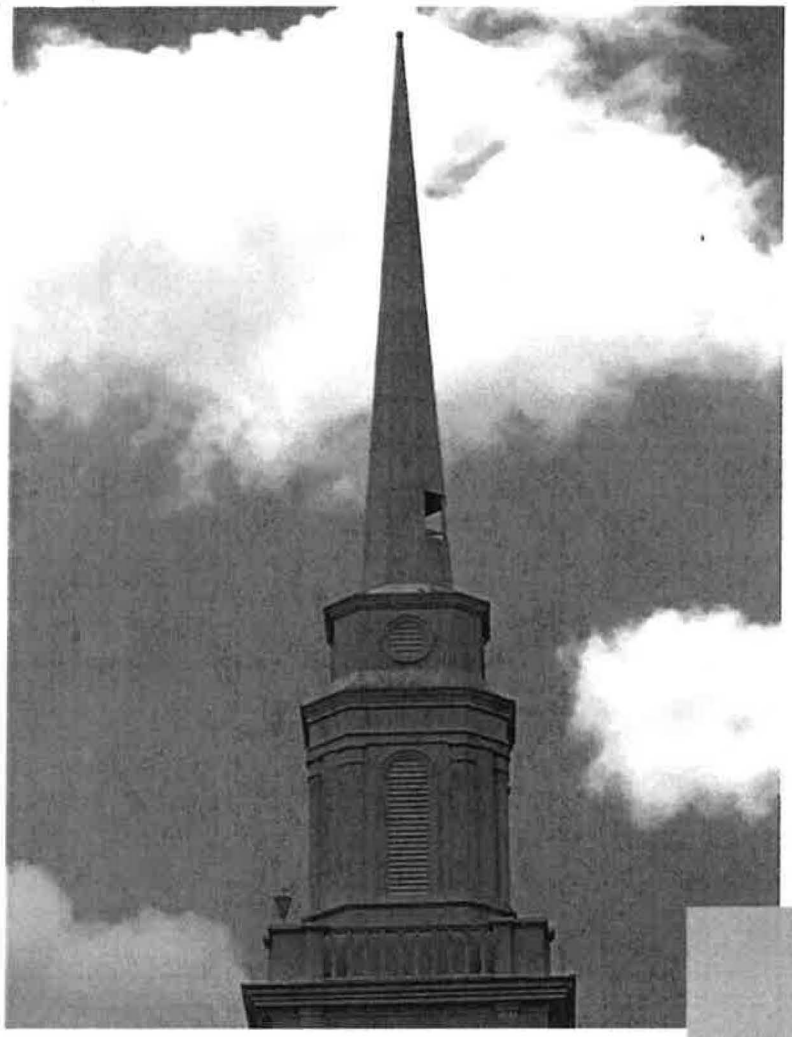

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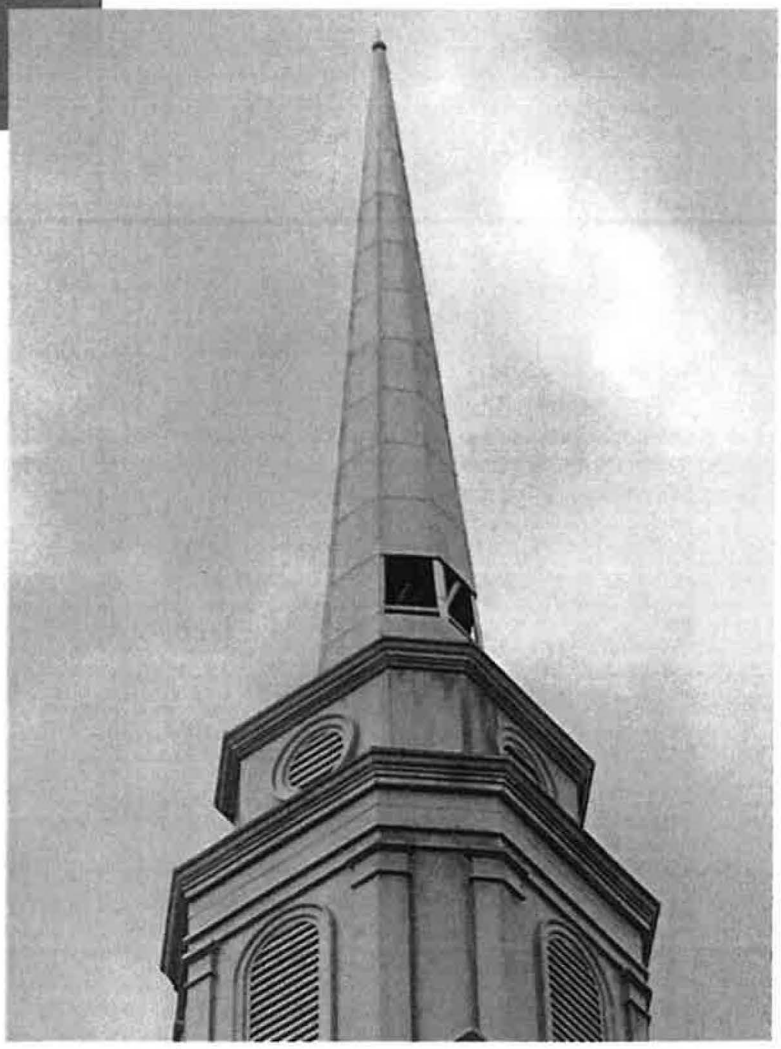
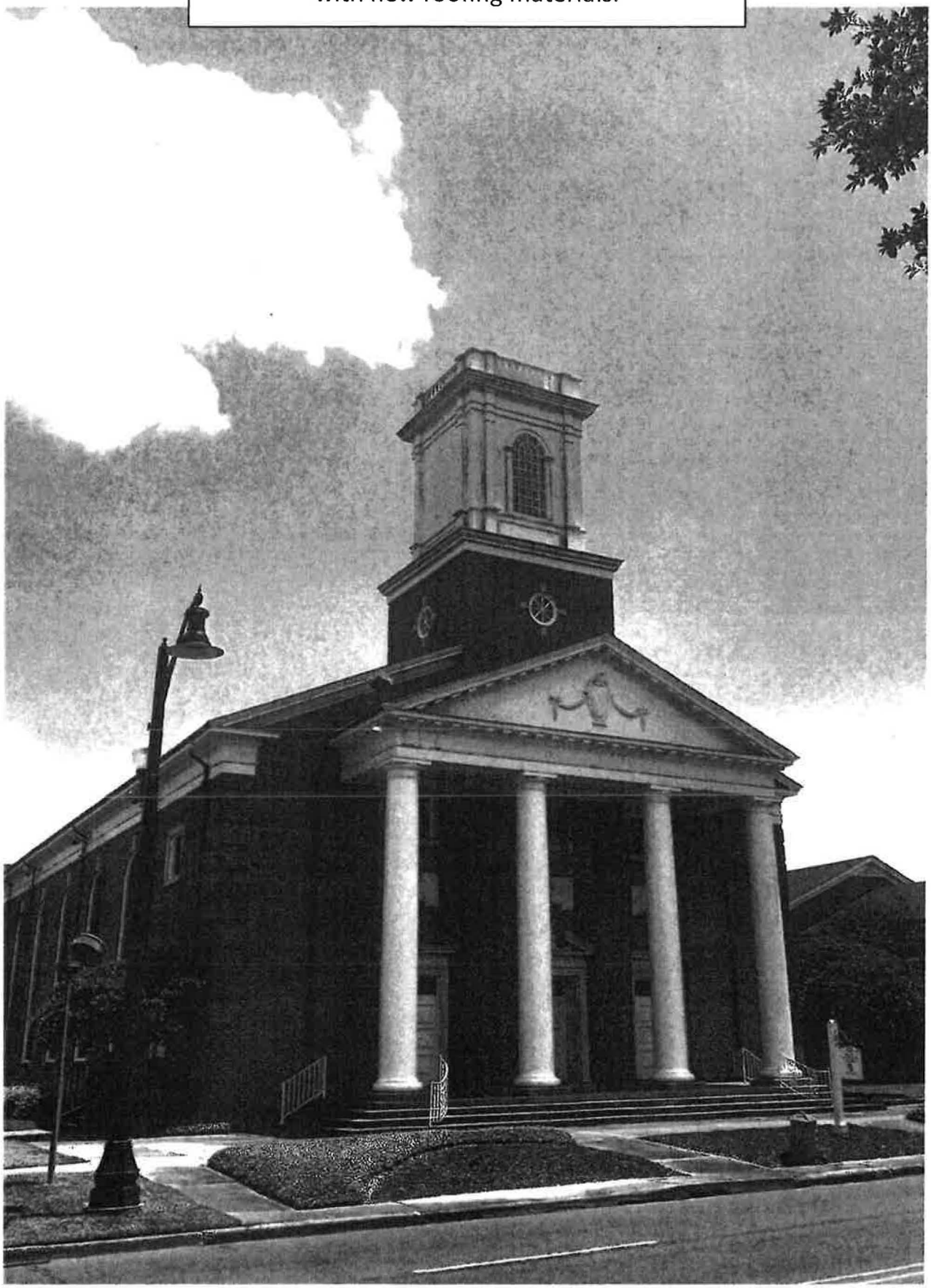


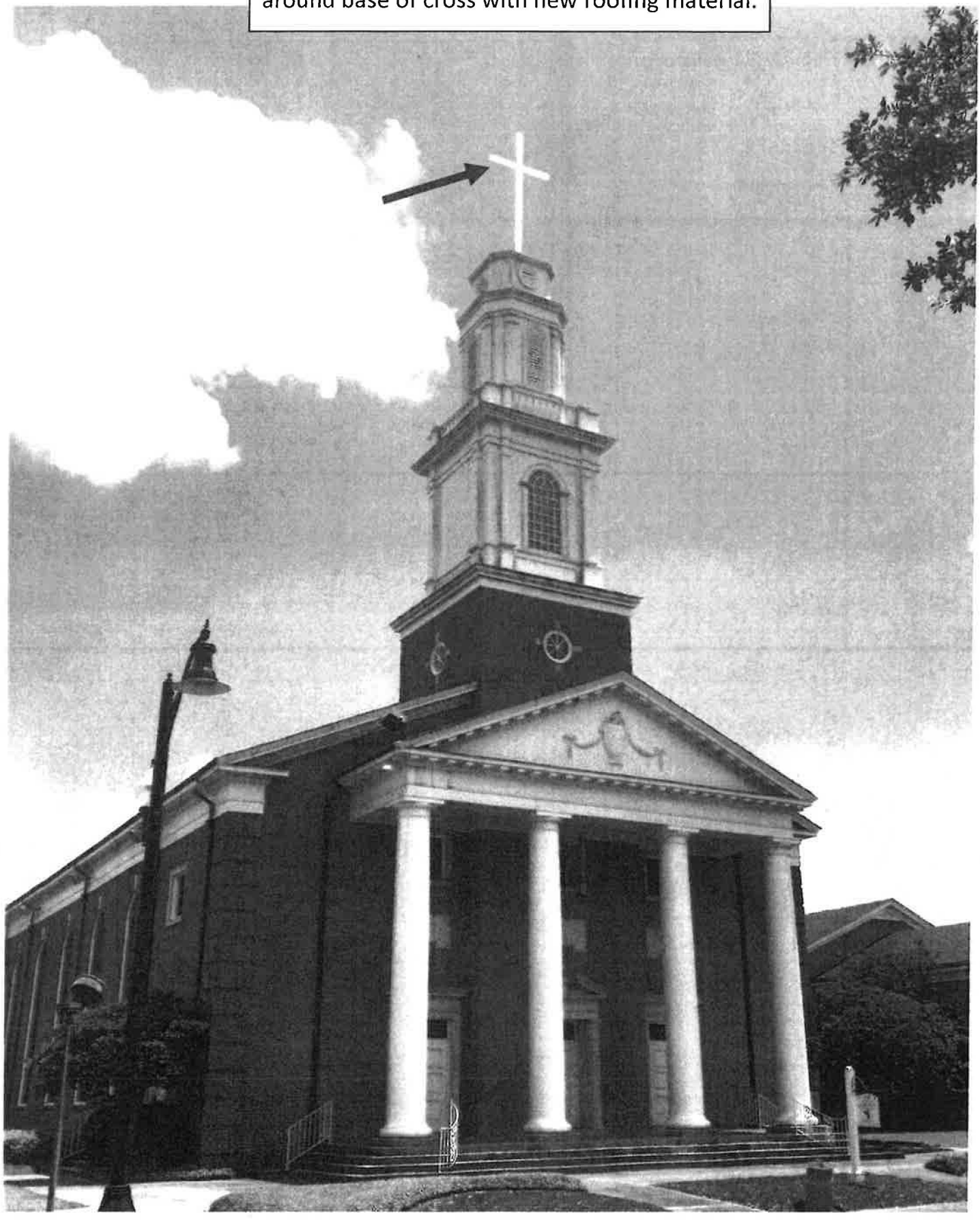
"Plan 1"

Remove spire and belfry, leave base and seal with new roofing materials.



"Plan 2"

Remove spire only and replace with cross; seal around base of cross with new roofing material.



You may not be surprised that I went home last night and researched steeples and spires. The first description that I read stated that a spire symbolizes "the celestial" and "hopefulness."

In that spirit, I will be addressing each of the points of appeal:

1. It was stated that the Mississippi Department of Archives and History indicate the building is not a contributing structure to the historic nature of the neighborhood.

In fact, architectural elements over 50 years old are considered historic by the state. The steeple was erected in 1952. The church was not on the last compiled list because the list is out of date.

2. Stated "The decision of the Hattiesburg Conservation Commission is outside the mission of the commission."

Their mission is to conserve.

3. The building is not longer a church; it is a school.

This is a school sponsored and supported by a church and its congregation. In fact, your religion education materials used at the school include all as one Parish.

4. The current steeple does not reflect the identity of the building as an academic institution.

Wikipedia states that the spire is reminiscent of a spear point, giving the impression of strength. Sacred Heart uses The Crusaders to represent the school.

There seem to be two choices here:

A. Repair of the steeple.

B. A suitable plan for replacement of the steeple. This plan would have specific renderings and be time limited for completion. It would also include a plan for the spire to be repurposed vs. disposal.

Sacred Heart has always done the right thing. You can do the right thing now by continuing to sustain the life of a beautiful building as you continue to inspire hope and heavenly aspirations in the students who attend Sacred Heart School.

As a Council we all appreciate Sacred Heart School and respect its responsibilities for maintenance of the building. Certainly there is the possibility for compromise.

We could (1) send this appeal back to the Conservation Commission, which meets again in three weeks and allow you to present additional information; (2) vote to deny and leave it up to you to repeat the process of application; (3) table this item for two weeks.

This building is in a historic neighborhood. Homeowners and business owners in that district are required to present specific plans when the outside of a building is altered. It is important that we are consistent in the way we approach each situation.

You have had the opportunity to develop a specific plan for reconstruction, and the only plan you have presented to the Council is for removal. Showing photographs of possibilities is not sufficient. We are not closing the door. You need a plan. This is my recommendation for your success. Utilize the people resources available to you and get a plan for a suitable replacement that respects the building and all it represents and presents a similar height and presence in the skyline. Commit to a timeline that is reasonable and in the foreseeable future.

City of Hattiesburg, MS

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

Master

File Number: 2018-897

File ID: 2018-897 **Type:** Regular Agenda Item **Status:** Passed

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

Requester: **File Created:** 10/23/2018

Brief Title: Ordinance establishing the Sustainability Commission od the City of Hattiesburg. **Final Action:** 11/06/2018

Minute Book Number: MB 2018-270

Title:

Adopt an Ordinance establishing the Sustainability Commission of the City of Hattiesburg.

Notes:

Agenda Date: 11/06/2018

Indexes: **Agenda Number:** V.-3

Sponsors: **Enactment Date:**

Attachments: Sustainability Commission Ord., Executed Ordinance 3243 - sustainability commission, proof of publication Ordinance 3243 **Enactment Number:**

Contact: **Meeting Date:** 11/06/2018

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/06/2018	Adopt				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member George to Adopt an Ordinance (#3243) establishing the Sustainability Commission of the City of Hattiesburg.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2018-897

Title

Adopt an Ordinance establishing the Sustainability Commission of the City of Hattiesburg.

Summary

Ordinance establishing the Sustainability Commission od the City of Hattiesburg.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

ORDINANCE NO. _____

OF THE

CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE PROVIDING FOR THE ESTABLISHMENT OF THE SUSTAINABILITY COMMISSION;

Whereas, the City Council of the City of Hattiesburg acknowledges the importance of the many sustainability issues and desires to establish a Sustainability Commission in the effort to improve the standard of living for Hattiesburg citizens by improving the resiliency and quality of local environmental conditions;

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

The Mayor and City Council of the City of Hattiesburg do hereby establish the Hattiesburg Sustainability Commission.

SECTION 1. Purpose

A. The Commission will act as an advisory body to the Mayor and City Council advising on sustainable best practices related to (but not limited to): alternative energy, green building technology, healthy living & community education, transportation & mobility, water resources, economic development, green infrastructure, and recycling & waste management urban design.

B. The Commission will develop and maintain a dynamic Sustainability Action Plan for the city of Hattiesburg, consisting of specific recommendations for implementation of sustainable strategies appropriate to Hattiesburg and consistent with local, state and federal guidelines and regulations. The Commission will make an effort to provide descriptions and other materials illustrating and interpreting its recommendations to the general public.

C. The Commission meetings shall be public meetings and will provide for public presentations and comments and thereby will serve to: 1) record public concerns of the city's sustainability practices for the benefit of city policymaking, and 2) evaluate additions to the Sustainability Action Plan.

SECTION 2. Composition and terms

A. The Commission shall consist of seven (7) members, all of whom shall be resident citizens of the City of Hattiesburg and qualified electors therein, with due regard and passion for improving Hattiesburg's environmental footprint and having a sustainability conscience committed to making reasonable and viable recommendations. All members are to be appointed by the Mayor and ratified by the Council of the City of Hattiesburg. The initial

members of the Sustainability Commission shall be selected following the adoption of this ordinance and the terms shall be as follows, to wit:

Four members to serve terms that expire June 30, 2021
Three members to serve terms that expire June 30, 2022

from the date of appointment; thereafter, upon subsequent appointments, each appointee shall be appointed for a period of four (4) years. Vacancies shall be filled by the Mayor and ratified by the Council and appointments to fill vacancies shall be for unexpired terms only. Each member shall be eligible for reappointment. All members of the Commission shall serve without pay. The continued absence of any member of the Commission from three (3) regularly scheduled meetings without excused absence of the Commission shall be just cause for the removal of said member from the Commission by the Mayor and Council. Upon receipt of written notice from the City of Hattiesburg's Sustainability Officer to the Mayor and Council of the City of Hattiesburg, stating that a member has been absent for three (3) meetings in any one year without a written and accepted excuse, the Mayor and Council may remove the absent member from the Commission and appoint a new member to fill the vacancy.

SECTION 3. Rules and Procedures

To fulfill the purposes of this article and carry out the provisions contained therein:

A. The Sustainability Officer of the City of Hattiesburg will be an ex officio member of the committee. The Commission shall annually elect from its membership a Chairman and Vice-Chairman. If neither the Chairman nor the Vice-Chairman attends a particular meeting, the remaining members shall select an acting chairman from the members in attendance at such meeting. A quorum shall consist of five (5) members of the Commission

B. The Commission shall develop and adopt rules of procedure which shall govern the conduct of its business. Such rules of procedure shall be a matter of public record.

C. The Commission shall keep minutes and records of all meetings and proceedings including voting records, attendance, resolutions, findings, determinations and decisions. All such material shall be a matter of public record.

D. The Commission shall establish its own regular meeting time: however, the first meeting shall be held within thirty (30) days of the appointment of a full Commission and regular meetings shall be scheduled at least once every three (3) months. The meeting place of said Commission shall be the Council Chamber of the City Hall, or such other place as the meeting may be adjourned to if a need to do so arises.

SECTION 4. That this Ordinance shall take effect and be in force from and after passage as provided by law.

The above and forgoing Ordinance having been 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 Ordinance adopted, this the 6th day of November, A.D., 2018.

(SEAL)

ATTEST: ADOPTED

_____ _____

Clerk of Council President

The above and forgoing Ordinance, having been submitted and approved by the Mayor, this the 6th day of November, A.D., 2018

(SEAL)

ATTEST: APPROVED

_____ _____

City Clerk Mayor

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 6th day of **November, 2018,** the following Ordinance:

ORDINANCE NO. 3243
OF THE CITY OF HATTIESBURG, MISSISSIPPI
AN ORDINANCE PROVIDING FOR THE ESTABLISHMENT OF THE SUSTAINABILITY COMMISSION;

Whereas, the City Council of the City of Hattiesburg acknowledges the importance of the many sustainability issues and desires to establish a Sustainability Commission in the effort to improve the standard of living for Hattiesburg citizens by improving the resiliency and quality of local environmental conditions;

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

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cause for the removal of said member from the Commission by the Mayor and Council. Upon receipt of written notice from the City of Hattiesburg's Sustainability Officer to the Mayor and Council of the City of Hattiesburg, stating that a member has been absent for three (3) meetings in any one year without a written and accepted excuse, the Mayor and Council may remove the absent member from the Commission and appoint a new member to fill the vacancy.

SECTION 3. Rules and Procedures

To fulfill the purposes of this article and carry out the provisions contained therein:

A. The Sustainability Officer of the City of Hattiesburg will be an ex officio member of the committee. The Commission shall annually elect from its membership a Chairman and Vice-Chairman. If neither the Chairman nor the Vice-Chairman attends a particular meeting, the remaining members shall select an acting chairman from the members in attendance at such meeting. A quorum shall consist of five (5) members of the Commission

B. The Commission shall develop and adopt rules of procedure which shall govern the conduct of its business. Such rules of procedure shall be a matter of public record.

C. The Commission shall keep minutes and records of all meetings and proceedings including voting records, attendance, resolutions, findings, determinations and decisions. All such material shall be a matter of public record.

D. The Commission shall establish its own regular meeting time: however, the first meeting shall be held within thirty (30) days of the appointment of a full Commission and regular meetings shall be scheduled at least once every three (3) months. The meeting place of said Commission shall be the Council Chamber of the City Hall, or such other place as the meeting may be adjourned to if a need to do so arises.

SECTION 4. That this Ordinance shall take effect and be in force from and after passage as provided by law.

The above and forgoing Ordinance having been reduced to writing, was introduced by Councilperson Delgado, seconded by Councilperson George and was adopted by the following vote, to-wit:

YEAS:	**NAYS**:	**NONE:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the Ordinance adopted, this the 6th day of November, 2018.

(SEAL)

ATTEST:

Clerk of Council

ADOPTED:

President of the Council

The above and forgoing Ordinance, having been submitted and approved by the Mayor, this the 6th day of November, 2018

(SEAL)

ATTEST:

City Clerk

APPROVED:

Mayor

The PineBelt NEWS

(formerly The Lamar Times, The Petal News, The Hattiesburg Post)

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned Legal Advertising Clerk for The PINE BELT NEWS, a weekly newspaper published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspaper as follows:

Total # of Words: 251 Published 1 times

Date 1st Published: 11/22/18 Amt: 30.12

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 30.12

Proof of Publication Fee: 3.00

TOTAL: 33.12

(signed) Katrina Delancey
The PINE BELT NEWS

Sworn to and subscribed before me in my Presence, this 22 day of November 2018, a Notary Public in and for the County of Lamar, State of Mississippi:

(signed) _____

FOR OFFICE USE ONLY:

- ☐ Em P: 11-18-18
- ☐ App: 11-19-18
- ☐ File Title _____
- ☑ Invoice #: 92556
- ☑ Inv. Crt/Mld: 11-19-18
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

City of Hattiesburg
Notice of Adoption of Ordinance

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 3243, duly adopted and approved by the City Council of the City of Hattiesburg on November 6, 2018. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk of the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi, 39401.

The title of the Ordinance is:

CITY OF HATTIESBURG
ORDINANCE NO. 3243

AN ORDINANCE OF THE CITY OF HATTIESBURG, MISSISSIPPI AN ORDINANCE PROVIDING FOR THE ESTABLISHMENT OF THE SUSTAINABILITY COMMISSION

A general summary of the subject matter of the Ordinance is contained in its title.

This notice constitutes compliance with Sections 13-3-31 and 21-17-19 of the Mississippi Code Annotated (1972) as amended.

The above and foregoing Ordinance, after having been first reduced to writing, was introduced by Councilmember Delgado, seconded by Councilmember George and was adopted by the following roll call votes, to wit:

Yeas: George, Delgado, Carroll, Dryden, Brown
Absent: None
Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 6th day of November, 2018.

(SEAL:) ATTEST: /s/ Ronda S. Cole, Clerk of Council
ADOPT: /s/ Carter Carroll, President

The above and foregoing Ordinance, having been submitted and approved by the Mayor, this the 6th day of November, 2018.

ATTEST: /s/ Kermas Eaton, City Clerk

APPROVED: /s/ Toby Barker, Mayor

Published Nov. 22, 2018.

City of Hbg
~~City of Hburg~~
~~Ordinance 3246~~
Ord. 3243

City of Hattiesburg, MS

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

Master

File Number: 2018-915

File ID: 2018-915 **Type:** Regular Agenda Item **Status:** Passed

Version: 3 **Reference:** **In Control:** City Council

Requester: Chris Price **File Created:** 10/26/2018

Brief Title: Adopt Resolutions determining the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

Final Action: 11/06/2018

Minute Book Number: MB 2018-270-271

Title:

Adopt Resolutions determining the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

Notes:

Agenda Date: 11/06/2018

Indexes:

Agenda Number: V.-4

Sponsors:

Enactment Date:

Attachments: P.H. resolution adoption 11.5.18, 1. 1705 1st Terrace_resolution, 2. 2700 McInnis Loop_resolution, 3. 506 Duke Ave_resolution, 4. 905 Duke Ave_resolution, 5. 311 Park Ave_resolution, 6. 1106 Arledge St(13431)_resolution, 7. 1106 Arledge (13430)_resolution, 8. 608 Magnolia Ave_resolution, 9. 606 Magnolia Ave_resolution, 10. 1016 Franklin St_RESOLUTION, 11. 519 Miller St_resolution, 12. 215 Jackson St_resolution, 13. 403 Miller St_resolution, 14. 2301 Pearl St_resolution, 15. 3105 Delwood Dr_resolution, Executed Resolution 2018-157 - 1705 1st Terrace, Executed Resolution 2018-158 - 2700 McInnis Loop, Executed Resolution 2018-159 - 506 Duke Avenue, Executed Resolution 2018-160 - 905 Duke Ave, Executed Resolution 2018-161- 311 Park Ave, Executed Resolution 2018-162 - 1106 Arledge St, Executed Resolution 2018-164 - 608 Magnolia Ave, Executed Resolution 2018-165- 606 Magnolia Ave, Executed Resolution 2018-166 - 1016 Franklin St, Executed Resolution 2018-167 - 519 Miller St, Executed Resolution 2018-168 - 215 Jackson St, Executed Resolution 2018-169 - 403 Miller St, Executed Resolution 2018-170 - 2301 Pearl St, Executed Resolution 2018-171 - 3105 Delwood Dr

Enactment Number:

Contact:

Meeting Date: 11/06/2018

Drafter: Ashley Fortenberry

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
3	City Council	11/06/2018	Adopt				Pass

Action Text: A MOTION was made by Council Member George and seconded by Council Member Delgado to Adopt Resolutions (#2018-157-171) determining the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2018-915

Title

Adopt Resolutions determining the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

Summary

Adopt Resolutions determining the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MAYOR
Toby Barker

COUNCIL - WARD ONE	COUNCIL - WARD TWO	COUNCIL - WARD THREE	COUNCIL - WARD FOUR	COUNCIL - WARD FIVE
Jeffrey George	*Deborah Denard Delgado*	*Carter Carroll*	*Mary Dryden*	*Nicholas Brown*

MEMORANDUM

TO: Mayor and City Council

FROM: Chris Price, Code Enforcement Manager

DATE: October 26, 2018

RE: Adopt a Resolution

I recommend the adoption of resolutions determining the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

Address	PPIN #	Ward
1. 1705 1St Terrace	015286	4
2. 2700 McInnis Loop	027216	3
3. 506 Duke Ave.	013276	2
4. 905 Duke Ave	013034	2
5. 311 Park Ave	018446	4
6. 1106 Arledge St.	013431	2
7. 1106 Arledge St.	013430	2
8. 608 Magnolia Ave	013601	2

9. 606 Magnolia Ave 013599 2

10. 1016 Franklin St. 012995 2

11. 519 Miller St. 019696 4

12. 215 Jackson St. 021968 2

13. 403 Miller St. 020563 4

14. 2301 Pearl St. 016135 4

15. 3105 Delwood Dr. 014723 3

Address	**PPIN #**	**Ward**	**Violations**	**Proposed Actions**	**Estimate Clean up/Demo**	**Estimate Penalty**
1705 1St Terrace	015286	4	OGL, OS, VS	*Cut and maintain Overgrown lot *Clean lot of trash & litter	**$250**	**$1,500**
2700 McInnis Loop	027216	3	AB, OGL	*Cut and maintain Overgrown lot *Clean lot of trash & litter	**$250**	**$1,500**
506 Duke Ave. .	013276	2	DB, OGL, T&L, VS	*Demolish dangerous and vacant structure *Cut and maintain Overgrown lot *Clean lot of trash & litter	**$3,900**	**$1,950**
905 Duke Ave	013034	2	DB, OGL T&L, VS	*Demolish dangerous and vacant structure *Cut and maintain Overgrown lot	**$5,000**	**$2,500**
311 Park Ave	018446	4	DB, OGL, T&L, VS	*Demolish dangerous and vacant structure *Cut and maintain Overgrown lot	**$4,900**	**$2,450**

				*Clean lot of trash & litter		
1106 Arledge St	013431	2	OGL, T&L	*Cut and maintain Overgrown lot *Clean lot of trash & litter	**$575**	**$1,500**
1106 Arledge St.	013430	2	DB, OGL, T&L, VS	*Demolish dangerous and vacant structure *Cut and maintain Overgrown lot *Clean lot of trash & litter	**$3,100**	**$1,550**
608 Magnolia Ave	013601	2	AS, DS, OGL, T&L, VS	*Demolish dangerous and vacant structure *Cut and maintain Overgrown lot *Clean lot of trash & litter	**$5,500**	**$2,750**
606 Magnolia Ave	013599	2	DB, OGL, T&L, VS	*Demolish dangerous and vacant structure *Cut and maintain Overgrown lot *Clean lot of trash & litter	**$3,200**	**$1,600**
1016 Franklin St.	012995	2	DB, OGL, T&L, AV	*Demolish dangerous and vacant structure *Cut and maintain Overgrown lot *Clean lot of trash & litter	**$5,000**	**$2,500**
519 Miller St	019696	4	DB, OGL, T&L, VS	*Demolish dangerous and vacant structure *Cut and maintain Overgrown lot *Clean lot of trash & litter	**$7,500**	**$3,750**
215 Jackson St.	021968	2	DB, OGL, T&L, VS	*Cut and maintain	**$500**	**$1,500**

				Overgrown lot *Clean lot of trash & litter		
403 Miller St.	020563	4	OGL, T&L, VS	*Cut and maintain Overgrown lot *Clean lot of trash & litter	**$500**	**$1,500**
2301 Pearl St.	016135	4	T&L, VS, slab	*Cut and maintain Overgrown lot *Clean lot of trash & litter *Removal of slab	**$1,500**	**$1,500**
3105 Delwood Dr.	014723	3	OS, T&L	Remove and Dispose of Open Storage *Clean lot of trash & litter	**$1,500**	**$1,500**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #1 1705 1st Terrace

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-039A-17-015, **1705 1st Terrace HATTIESBURG, MS 39401** and better described as part of Lot 15 and all of Lot 16, Block 2, Forrest Park Subdivision to the City of Hattiesburg, Forrest County Mississippi.

WHEREAS, the owner of the property is: Kristi C. Williamson as Trustee of The Doris Aline Carter Trust

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1**.** A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Open Storage (Land Development Code, Sec. 87)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal

disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS: NAYS: ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 6th day of November, 2018.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of November, 2018

ATTEST: **APPROVED:**

_____ _____

CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #2 2700 McInnis Loop

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-039J-20-061, **2700 McInnis Loop HATTIESBURG, MS 39401** and better described as SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 13 WEST, FORREST COUNTY, MISSISSIPPI.

WHEREAS, the owner of the property is: Monell McCaffrey

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1**.** A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Abandoned Building (International Property Maintenance Code, Sec. 301.3)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS: NAYS: ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 6th day of November, 2018.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of November, 2018

ATTEST: **APPROVED:**

_____ _____

CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #3 506 Duke Ave

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038B-15-553, **506 Duke Ave., HATTIESBURG, MS 39401** and better described as LT 15 & 16 Blk 3 Bertrand Sub of Adledge Sub

WHEREAS, the owner of the property is: Davis Morris, Shirley Saucier

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1**.** A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
****Demolish**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private

contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS: NAYS: ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 6th day of November, 2018.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of November, 2018

ATTEST: **APPROVED:**

_____ _____

CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #4 905 Duke Ave

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038A-15-273, **905 Duke Ave., HATTIESBURG, MS 39401** and better described as The West one-half of Lot 5, Block 1 of the J. E. Arledge Subdivision of Lots 2, 5, 6 and 7, Block 15 of the Arledge Survey in the City of Hattiesburg, Forrest County, Mississippi, as per the official a map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements lying thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Earl & Lula Mae Collum

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1**.** A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

****Demolish**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS: NAYS: ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 6th day of November, 2018.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of November, 2018

ATTEST: **APPROVED:**

_____ _____

CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #5 311 Park Ave

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-028I-08-160, **311 Park Ave., HATTIESBURG, MS 39401** and better described as North 55 feet of Lot 1 of Block 1, of the S. G. JORDAN SUVDIVISION, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Merritt, INC and Samuel Frazier

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1**.** A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
****Demolish**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS: NAYS: ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 6th day of November, 2018.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of November, 2018

ATTEST: **APPROVED:**

_____ _____

CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #6 1106 Arledge St.

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038H-15-010, **1106 Arledge St.., HATTIESBURG, MS 39401** and better described as The South 70 feet of Lots 2 and 3 of Block 1 of the BURKETT SUBDIVISION of Forrest County, Mississippi, and any and all other land which may have reverted to the Grantors by virtue of City of Hattiesburg Ordinance 1723, dated July 21, 1971, at Book 351, Page 497 in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements therein and appurtenance thereunto belonging.

WHEREAS, the owner of the property is: Trudy Graves

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1**.** A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)

Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS: NAYS: ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 6th day of November, 2018.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of November, 2018

ATTEST: **APPROVED:**

_____ _____

CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #7 1106 Arledge St.

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038H-15-010, **1106 Arledge St.., HATTIESBURG, MS 39401** and better described as The South 70 feet of Lots 2 and 3 of Block 1 of the BURKETT SUBDIVISION of Forrest County, Mississippi, and any and all other land which may have reverted to the Grantors by virtue of City of Hattiesburg Ordinance 1723, dated July 21, 1971, at Book 351, Page 497 in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements therein and appurtenance thereunto belonging.

WHEREAS, the owner of the property is: Trudy Graves

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1**.** A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)

Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
****Demolish**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS: NAYS: ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 6th day of November, 2018.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____
CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of November, 2018

ATTEST: **APPROVED:**

_____ _____
CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #8 608 Magnolia Ave

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038H-15-079, **608 Magnolia Ave., HATTIESBURG, MS 39401** and better described as a part of Lot Ten (10), Block Fourteen (14), BURKETT'S SUBDIVISION in the City of Hattiesburg, County of Forrest, State if Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows, to-wit:
Begin at the Southwest Corner of Lot 10, Block 14 of said Subdivision and run thence East for a distance of 50 feet, run thence North for a distance of 100 feet, run thence West for a distance of 50 feet, run thence South for a distance of 100 feet to the Point of Beginning; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Nathaniel & Felicia Kay Hibbler

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1**.** A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Accessory Structure (International Property Maintenance Code, Sec. 302.72)

Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
****Demolish**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS: NAYS: ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 6th day of November, 2018.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____
CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of November, 2018

ATTEST: **APPROVED:**

_____ _____
CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #9 606 Magnolia Ave

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038G-15-147, **606 Magnolia Ave., HATTIESBURG, MS 39401** and better described as The East Sixty (60) feet of Lot Nine (9), Block Fourteen (14) of the Burkett Survey if the City of Hattiesburg, which said property is more particularly described as: Beginning at Southwest Corner of Lot Nine (9) of Block Fourteen (14) od the Burkett Survey of the City of Hattiesburg, Forrest County, Mississippi, and run East Ten (10) feet to the point of beginning: thence North two hundred (200) feet; thence East Sixty (60) feet; thence South two Hundred (200) feet; thence West Sixty (60) feet to the point of beginning, as the per map or plat on file in the Office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Shawn Hibbler

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations

listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
****Demolish Building**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS: NAYS: ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 6th day of November, 2018.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____
CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of November, 2018

ATTEST: **APPROVED:**

_____ _____
CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #10 1016 Franklin St.

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038B-15-518, **1016 Franklin St., HATTIESBURG, MS 39401** and better described as Beg. SW Cor. Lt 1 W 59.3 Ft. to POB N 47 Ft. E 104.4 Ft. S 47 Ft. W 104.4 Ft to POB Blk 13 Arledge J.E. Sub.

WHEREAS, the owner of the property is: Angela Davis

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1**.** A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Abandoned Vehicle (Code of Ordinance Sec. 16.31)
Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)

Trash and Litter (International Property Maintenance Code, Sec. 307.1)
****Demolish Building**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS: NAYS: ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 6th day of November, 2018.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____
CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of November, 2018

ATTEST: **APPROVED:**

_____ _____
CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #11 519 Miller St.

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029K-09-120, **519 Miller St.., HATTIESBURG, MS 39401** and better described as, Beg. At the SW/cor. Of Blk. A of John Kamper Sub. Run East 200 for POB East 525' North 130' West 52.5' South 130' back to POB, John Kamper Sub. Blk B STR 9-4N-13W

WHEREAS, the owner of the property is: B McDonald

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1**.** A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
****Demolish Building**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS: NAYS: ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 6th day of November, 2018.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of November, 2018

ATTEST: **APPROVED:**

_____ _____

CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #12 215 Jackson St.

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029J-10-031, **215 Jackson St., HATTIESBURG, MS 39401** and better described as PT LT 1 BG 56 FT S NE CORN W 91.83 FT S ON JACKSON ST 48 FT E TO E LN OF LT 1 N TO BG BLK 168 PREV#:H0652-01-002 708/352 3/94 BLOCK 168 DEED BOOK 1064 PAGE 532 MCINNIS K SUB IF CRITTENDEN ***215 JACKSON STREET***

WHEREAS, the owner of the property is: Lamuel Bender

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1**.** A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)

Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS: NAYS: ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 6th day of November, 2018.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of November, 2018

ATTEST: **APPROVED:**

_____ _____

CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #13 403 Miller St.

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029K-09-133, **403 Miller St., HATTIESBURG, MS 39401** and better described as Lots Twelve (12) and Thirteen (13), Block Four (4) of the C. J. Miller Addition of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Starlin Landrum

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1**.** A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)

Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS: NAYS: ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 6th day of November, 2018.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of November, 2018

ATTEST: **APPROVED:**

_____ _____

CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #14 2301 Pearl St.

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-028J-08-243, **2301 Pearl St., HATTIESBURG, MS 39401** and better described as THE EAST 45 FEET OF LOTS THIRTEEN (13) AND FOURTEEN (14) OF BLOCK ELEVEN (11) OF THE HATTIESBURG HEIGHTS SECOND SURVEY OF THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI, AS PER MAP OR PLAT ON FILE IN THE OFFICE OF THE CHANERY CLERK OF FORREST COUNTY, MISSISSIPPI.

WHEREAS, the owner of the property is: John Kolinsky Nicholas

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1**.** A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Exterior Structure (international Property Maintenance Code, Sec. 304.1)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)

Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS: NAYS: ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 6th day of November, 2018.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of November, 2018

ATTEST: **APPROVED:**

_____ _____

CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #15 3105 Delwood Dr.

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-028N-07-181, **3105 Delwood Dr. HATTIESBURG, MS 39401** and better described as Lot Four (4), Block One (1), of the Delwood Subdivision of the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file and record in Plat Book 8 At Page 69 or Plat Cabinet A, Sheet 160, on file in the office of the Chancery Clerk of Forrest County, Mississippi, Together with the improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Richard Hill

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1**.** A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Open Storage (Land Development Code, Sec. 87)

Trash and Litter (International Property Maintenance Code, Sec. 307.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS: NAYS: ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 6th day of November, 2018.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 6th day of November, 2018

ATTEST: **APPROVED:**

_____ _____

CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution:

RESOLUTION 2018-157
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #1 1705 1st Terrace

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-039A-17-015, **1705 1st Terrace HATTIESBURG, MS 39401** and better described as part of Lot 15 and all of Lot 16, Block 2, Forrest Park Subdivision to the City of Hattiesburg, Forrest County Mississippi.

WHEREAS, the owner of the property is: Kristi C. Williamson as Trustee of The Doris Aline Carter Trust

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Open Storage (Land Development Code, Sec. 87)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the resolution adopted, this the **6th** day of **November, 2018**.

(SEAL)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the **6th** day of **November, 2018.**

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution:

RESOLUTION 2018-158
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #2 2700 McInnis Loop

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-039J-20-061, **2700 McInnis Loop HATTIESBURG, MS 39401** and better described as SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 13 WEST, FORREST COUNTY, MISSISSIPPI.

WHEREAS, the owner of the property is: Monell McCaffrey

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Abandoned Building (International Property Maintenance Code, Sec. 301.3)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the resolution adopted, this the **6th** day of **November, 2018**.

(SEAL)

ATTEST: **ADOPTED:**

Rhonda S. Cole
CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the **6th** day of **November, 2018.**

ATTEST: **APPROVED:**

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution:

RESOLUTION 2018-159
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #3 506 Duke Ave

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038B-15-553, **506 Duke Ave., HATTIESBURG, MS 39401** and better described as LT 15 & 16 Blk 3 Bertrand Sub of Adledge Sub

WHEREAS, the owner of the property is: Davis Morris, Shirley Saucier

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)

Vacant Structure (International Property Maintenance Code, Sec. 301.3)
****Demolish**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the resolution adopted, this the **6th** day of **November, 2018**.

(SEAL)

ATTEST: **ADOPTED:**

Rhonda S. Cole
CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the **6th** day of **November, 2018.**

ATTEST: **APPROVED:**

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution:

RESOLUTION 2018-160
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #4 905 Duke Ave

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038A-15-273, **905 Duke Ave., HATTIESBURG, MS 39401** and better described as The West one-half of Lot 5, Block 1 of the J. E. Arledge Subdivision of Lots 2, 5, 6 and 7, Block 15 of the Arledge Survey in the City of Hattiesburg, Forrest County, Mississippi, as per the official a map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements lying thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Earl & Lula Mae Collum

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
****Demolish**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the resolution adopted, this the **6th** day of **November, 2018**.

(SEAL)

ATTEST: **ADOPTED:**

Wanda S. Cole
CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the **6th** day of **November, 2018.**

ATTEST: **APPROVED:**

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution:

RESOLUTION 2018-161
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #5 311 Park Ave

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-028I-08-160, **311 Park Ave., HATTIESBURG, MS 39401** and better described as North 55 feet of Lot 1 of Block 1, of the S. G. JORDAN SUVDIVISION, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Merritt, INC and Samuel Frazier

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)

Vacant Structure (International Property Maintenance Code, Sec. 301.3)
****Demolish**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the resolution adopted, this the **6th** day of **November, 2018**.

(SEAL)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the **6th** day of **November, 2018.**

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution:

RESOLUTION 2018-162
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #6 1106 Arledge St.

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038H-15-010, **1106 Arledge St.., HATTIESBURG, MS 39401** and better described as The South 70 feet of Lots 2 and 3 of Block 1 of the BURKETT SUBDIVISION of Forrest County, Mississippi, and any and all other land which may have reverted to the Grantors by virtue of City of Hattiesburg Ordinance 1723, dated July 21, 1971, at Book 351, Page 497 in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements therein and appurtenance thereunto belonging.

WHEREAS, the owner of the property is: Trudy Graves

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the resolution adopted, this the **6th** day of **November, 2018**.

(SEAL)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the **6th** day of **November, 2018.**

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution:

RESOLUTION 2018-164
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #8 608 Magnolia Ave

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038H-15-079, **608 Magnolia Ave., HATTIESBURG, MS 39401** and better described as a part of Lot Ten (10), Block Fourteen (14), BURKETT'S SUBDIVISION in the City of Hattiesburg, County of Forrest, State if Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows, to-wit:
Begin at the Southwest Corner of Lot 10, Block 14 of said Subdivision and run thence East for a distance of 50 feet, run thence North for a distance of 100 feet, run thence West for a distance of 50 feet, run thence South for a distance of 100 feet to the Point of Beginning; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Nathaniel & Felicia Kay Hibbler

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Accessory Structure (International Property Maintenance Code, Sec. 302.72)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
****Demolish**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the resolution adopted, this the **6th** day of **November, 2018**.

(SEAL)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the **6th** day of **November, 2018.**

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution:

RESOLUTION 2018-165
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #9 606 Magnolia Ave

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038G-15-147, **606 Magnolia Ave., HATTIESBURG, MS 39401** and better described as The East Sixty (60) feet of Lot Nine (9), Block Fourteen (14) of the Burkett Survey if the City of Hattiesburg, which said property is more particularly described as: Beginning at Southwest Corner of Lot Nine (9) of Block Fourteen (14) od the Burkett Survey of the City of Hattiesburg, Forrest County, Mississippi, and run East Ten (10) feet to the point of beginning: thence North two hundred (200) feet; thence East Sixty (60) feet; thence South two Hundred (200) feet; thence West Sixty (60) feet to the point of beginning, as the per map or plat on file in the Office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Shawn Hibbler

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
****Demolish Building**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the resolution adopted, this the **6th** day of **November, 2018**.

(SEAL)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the **6th** day of **November, 2018.**

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution:

RESOLUTION 2018-166
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #10 1016 Franklin St.

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038B-15-518, **1016 Franklin St., HATTIESBURG, MS 39401** and better described as Beg. SW Cor. Lt 1 W 59.3 Ft. to POB N 47 Ft. E 104.4 Ft. S 47 Ft. W 104.4 Ft to POB Blk 13 Arledge J.E. Sub.

WHEREAS, the owner of the property is: Angela Davis

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Abandoned Vehicle (Code of Ordinance Sec. 16.31)
Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
****Demolish Building**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the resolution adopted, this the **6th** day of **November, 2018**.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the **6th** day of **November, 2018.**

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution:

RESOLUTION 2018-167
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #11 519 Miller St.

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029K-09-120, **519 Miller St.., HATTIESBURG, MS 39401** and better described as, Beg. At the SW/cor. Of Blk. A of John Kamper Sub. Run East 200 for POB East 525' North 130' West 52.5' South 130' back to POB, John Kamper Sub. Blk B STR 9-4N-13W

WHEREAS, the owner of the property is: B McDonald

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)

Vacant Structure (International Property Maintenance Code, Sec. 301.3)
****Demolish Building**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the resolution adopted, this the **6th** day of **November, 2018**.

(SEAL)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the **6th** day of **November, 2018.**

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution:

RESOLUTION 2018-168
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #12 215 Jackson St.

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029J-10-031, **215 Jackson St., HATTIESBURG, MS 39401** and better described as PT LT 1 BG 56 FT S NE CORN W 91.83 FT S ON JACKSON ST 48 FT E TO E LN OF LT 1 N TO BG BLK 168 PREV#:H0652-01-002 708/352 3/94 BLOCK 168 DEED BOOK 1064 PAGE 532 MCINNIS K SUB IF CRITTENDEN ***215 JACKSON STREET***

WHEREAS, the owner of the property is: Lamuel Bender

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the resolution adopted, this the **6th** day of **November, 2018**.

(SEAL)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the **6th** day of **November, 2018.**

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution

RESOLUTION 2018-169
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #13 403 Miller St.

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029K-09-133, **403 Miller St., HATTIESBURG, MS 39401** and better described as Lots Twelve (12) and Thirteen (13), Block Four (4) of the C. J. Miller Addition of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Starlin Landrum

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the resolution adopted, this the **6th** day of **November, 2018**.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the **6th** day of **November, 2018.**

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution:

RESOLUTION 2018-170
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #14 2301 Pearl St.

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-028J-08-243, **2301 Pearl St., HATTIESBURG, MS 39401** and better described as THE EAST 45 FEET OF LOTS THIRTEEN (13) AND FOURTEEN (14) OF BLOCK ELEVEN (11) OF THE HATTIESBURG HEIGHTS SECOND SURVEY OF THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI, AS PER MAP OR PLAT ON FILE IN THE OFFICE OF THE CHANERY CLERK OF FORREST COUNTY, MISSISSIPPI.

WHEREAS, the owner of the property is: John Kolinsky Nicholas

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Exterior Structure (international Property Maintenance Code, Sec. 304.1)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the resolution adopted, this the **6th** day of **November, 2018.**

(SEAL)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the **6th** day of **November, 2018.**

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution:

RESOLUTION 2018-171
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #15 3105 Delwood Dr.

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-028N-07-181, **3105 Delwood Dr. HATTIESBURG, MS 39401** and better described as Lot Four (4), Block One (1), of the Delwood Subdivision of the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file and record in Plat Book 8 At Page 69 or Plat Cabinet A, Sheet 160, on file in the office of the Chancery Clerk of Forrest County, Mississippi, Together with the improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Richard Hill

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Open Storage (Land Development Code, Sec. 87)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the resolution adopted, this the **6th** day of **November, 2018**.

(SEAL)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the **6th** day of **November, 2018.**

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

DEED
Bk:1300 Page:374-375
RCD: 12/07/2018 @ 3:32:50:PM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution:

RESOLUTION 2018-157
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #1 1705 1st Terrace

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-039A-17-015, **1705 1st Terrace HATTIESBURG, MS 39401** and better described as part of Lot 15 and all of Lot 16, Block 2, Forrest Park Subdivision to the City of Hattiesburg, Forrest County Mississippi.

WHEREAS, the owner of the property is: Kristi C. Williamson as Trustee of The Doris Aline Carter Trust

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Open Storage (Land Development Code, Sec. 87)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the resolution adopted, this the **6th** day of **November, 2018**.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the **6th** day of **November, 2018.**

ATTEST:

CITY CLERK

APPROVED:

MAYOR

DEED
Bk:1300 Page:377-378
RCD: 12/07/2018 @ 3:33:37:PM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution:

RESOLUTION 2018-158
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #2 2700 McInnis Loop

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-039J-20-061, **2700 McInnis Loop HATTIESBURG, MS 39401** and better described as SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 13 WEST, FORREST COUNTY, MISSISSIPPI.

WHEREAS, the owner of the property is: Monell McCaffrey

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Abandoned Building (International Property Maintenance Code, Sec. 301.3)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the resolution adopted, this the **6th** day of **November, 2018**.

(SEAL)

ATTEST: **ADOPTED:**

Rhonda S. Cole
CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the **6th** day of **November, 2018.**

ATTEST: **APPROVED:**

CITY CLERK

MAYOR

DEED
Bk:1300 Page:379-380
RCD: 12/07/2018 @ 3:34:24:PM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution:

RESOLUTION 2018-159
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #3 506 Duke Ave

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038B-15-553, **506 Duke Ave., HATTIESBURG, MS 39401** and better described as LT 15 & 16 Blk 3 Bertrand Sub of Adledge Sub

WHEREAS, the owner of the property is: Davis Morris, Shirley Saucier

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)

Vacant Structure (International Property Maintenance Code, Sec. 301.3)
****Demolish**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the resolution adopted, this the **6th** day of **November, 2018**.

(SEAL)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the **6th** day of **November, 2018.**

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

DEED
Bk:1300 Page:383-384
RCD: 12/07/2018 @ 3:35:35:PM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution:

RESOLUTION 2018-160
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #4 905 Duke Ave

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038A-15-273, **905 Duke Ave., HATTIESBURG, MS 39401** and better described as The West one-half of Lot 5, Block 1 of the J. E. Arledge Subdivision of Lots 2, 5, 6 and 7, Block 15 of the Arledge Survey in the City of Hattiesburg, Forrest County, Mississippi, as per the official a map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements lying thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Earl & Lula Mae Collum

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
****Demolish**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the resolution adopted, this the **6th** day of **November, 2018**.

(SEAL)

ATTEST: **ADOPTED:**

Ronda S. Cole
CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the **6th** day of **November, 2018.**

ATTEST: **APPROVED:**

CITY CLERK

MAYOR

DEED
Bk:1300 Page:387
RCD: 12/07/2018 @ 3:36:22:PM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution:

RESOLUTION 2018-161
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #5 311 Park Ave

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-028I-08-160, **311 Park Ave., HATTIESBURG, MS 39401** and better described as North 55 feet of Lot 1 of Block 1, of the S. G. JORDAN SUVDIVISION, Forrest County, Mississippi, as per the map or plat thereof on file in the office of the chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Merritt, INC and Samuel Frazier

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)

Vacant Structure (International Property Maintenance Code, Sec. 301.3)
****Demolish**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the resolution adopted, this the **6th** day of **November, 2018**.

(SEAL)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the **6th** day of **November, 2018.**

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

DEED
Bk:1300 Page:392-393
RCD: 12/07/2018 @ 3:37:42:PM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution:

RESOLUTION 2018-162
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #6 1106 Arledge St.

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038H-15-010, **1106 Arledge St.., HATTIESBURG, MS 39401** and better described as The South 70 feet of Lots 2 and 3 of Block 1 of the BURKETT SUBDIVISION of Forrest County, Mississippi, and any and all other land which may have reverted to the Grantors by virtue of City of Hattiesburg Ordinance 1723, dated July 21, 1971, at Book 351, Page 497 in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements therein and appurtenance thereunto belonging.

WHEREAS, the owner of the property is: Trudy Graves

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the resolution adopted, this the **6th** day of **November, 2018**.

(SEAL)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the **6th** day of **November, 2018.**

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

DEED
Bk:1300 Page:392-393
RCD: 12/07/2018 @ 3:37:42:PM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution:

RESOLUTION 2018-163
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #7 1106 Arledge St.

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038H-15-010, **1106 Arledge St.., HATTIESBURG, MS 39401** and better described as The South 70 feet of Lots 2 and 3 of Block 1 of the BURKETT SUBDIVISION of Forrest County, Mississippi, and any and all other land which may have reverted to the Grantors by virtue of City of Hattiesburg Ordinance 1723, dated July 21, 1971, at Book 351, Page 497 in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements therein and appurtenance thereunto belonging.

WHEREAS, the owner of the property is: Trudy Graves

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)

Vacant Structure (International Property Maintenance Code, Sec. 301.3)
****Demolish**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the resolution adopted, this the **6th** day of **November, 2018**.

(SEAL)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the **6th** day of **November, 2018.**

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

DEED
Bk:1300 Page:405-406
RCD: 12/07/2018 @ 3:41:44:PM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution:

RESOLUTION 2018-164
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #8 608 Magnolia Ave

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038H-15-079, **608 Magnolia Ave., HATTIESBURG, MS 39401** and better described as a part of Lot Ten (10), Block Fourteen (14), BURKETT'S SUBDIVISION in the City of Hattiesburg, County of Forrest, State if Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows, to-wit:
Begin at the Southwest Corner of Lot 10, Block 14 of said Subdivision and run thence East for a distance of 50 feet, run thence North for a distance of 100 feet, run thence West for a distance of 50 feet, run thence South for a distance of 100 feet to the Point of Beginning; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Nathaniel & Felicia Kay Hibbler

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Accessory Structure (International Property Maintenance Code, Sec. 302.72)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
****Demolish**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the resolution adopted, this the **6th** day of **November, 2018**.

(SEAL)

ATTEST: **ADOPTED:**

Brenda S. Cole
CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the **6th** day of **November, 2018.**

ATTEST: **APPROVED:**

CITY CLERK

MAYOR

DEED
Bk:1300 Page:409
RCD: 12/07/2018 @ 3:42:33:PM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution:

RESOLUTION 2018-165
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #9 606 Magnolia Ave

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038G-15-147, **606 Magnolia Ave., HATTIESBURG, MS 39401** and better described as The East Sixty (60) feet of Lot Nine (9), Block Fourteen (14) of the Burkett Survey if the City of Hattiesburg, which said property is more particularly described as: Beginning at Southwest Corner of Lot Nine (9) of Block Fourteen (14) od the Burkett Survey of the City of Hattiesburg, Forrest County, Mississippi, and run East Ten (10) feet to the point of beginning: thence North two hundred (200) feet; thence East Sixty (60) feet; thence South two Hundred (200) feet; thence West Sixty (60) feet to the point of beginning, as the per map or plat on file in the Office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Shawn Hibbler

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
****Demolish Building**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the resolution adopted, this the **6th** day of **November, 2018**.

(SEAL)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the **6th** day of **November, 2018.**

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

DEED
Bk:1300 Page:410
RCD: 12/07/2018 @ 3:43:35:PM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution:

RESOLUTION 2018-166
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #10 1016 Franklin St.

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038B-15-518, **1016 Franklin St., HATTIESBURG, MS 39401** and better described as Beg. SW Cor. Lt 1 W 59.3 Ft. to POB N 47 Ft. E 104.4 Ft. S 47 Ft. W 104.4 Ft to POB Blk 13 Arledge J.E. Sub.

WHEREAS, the owner of the property is: Angela Davis

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Abandoned Vehicle (Code of Ordinance Sec. 16.31)
Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
****Demolish Building**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the resolution adopted, this the **6th** day of **November, 2018**.

(SEAL)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the **6th** day of **November, 2018.**

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

DEED
Bk:1300 Page:411-412
RCD: 12/07/2018 @ 3:44:48:PM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution:

RESOLUTION 2018-167
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #11 519 Miller St.

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029K-09-120, **519 Miller St.., HATTIESBURG, MS 39401** and better described as, Beg. At the SW/cor. Of Blk. A of John Kamper Sub. Run East 200 for POB East 525' North 130' West 52.5' South 130' back to POB, John Kamper Sub. Blk B STR 9-4N-13W

WHEREAS, the owner of the property is: B McDonald

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)

Vacant Structure (International Property Maintenance Code, Sec. 301.3)
****Demolish Building**

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the resolution adopted, this the **6th** day of **November, 2018**.

(SEAL)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the **6th** day of **November, 2018.**

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

DEED
Bk:1300 Page:376
RCD: 12/07/2018 @ 3:33:28:PM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution:

RESOLUTION 2018-168
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #12 215 Jackson St.

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029J-10-031, **215 Jackson St., HATTIESBURG, MS 39401** and better described as PT LT 1 BG 56 FT S NE CORN W 91.83 FT S ON JACKSON ST 48 FT E TO E LN OF LT 1 N TO BG BLK 168 PREV#:H0652-01-002 708/352 3/94 BLOCK 168 DEED BOOK 1064 PAGE 532 MCINNIS K SUB IF CRITTENDEN ***215 JACKSON STREET***

WHEREAS, the owner of the property is: Lamuel Bender

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the resolution adopted, this the **6th** day of **November, 2018**.

(SEAL)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the **6th** day of **November, 2018.**

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

DEED
Bk:1300 Page:381-382
RCD: 12/07/2018 @ 3:34:57:PM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution

RESOLUTION 2018-169
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #13 403 Miller St.

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029K-09-133, **403 Miller St., HATTIESBURG, MS 39401** and better described as Lots Twelve (12) and Thirteen (13), Block Four (4) of the C. J. Miller Addition of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Starlin Landrum

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the resolution adopted, this the **6th** day of **November, 2018**.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the **6th** day of **November, 2018.**

ATTEST:

CITY CLERK

APPROVED:

MAYOR

DEED
Bk:1300 Page:385-386
RCD: 12/07/2018 @ 3:36:05:PM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution:

RESOLUTION 2018-170
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #14 2301 Pearl St.

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-028J-08-243, **2301 Pearl St., HATTIESBURG, MS 39401** and better described as THE EAST 45 FEET OF LOTS THIRTEEN (13) AND FOURTEEN (14) OF BLOCK ELEVEN (11) OF THE HATTIESBURG HEIGHTS SECOND SURVEY OF THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI, AS PER MAP OR PLAT ON FILE IN THE OFFICE OF THE CHANERY CLERK OF FORREST COUNTY, MISSISSIPPI.

WHEREAS, the owner of the property is: John Kolinsky Nicholas

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Exterior Structure (international Property Maintenance Code, Sec. 304.1)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the resolution adopted, this the **6th** day of **November, 2018**.

(SEAL)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the **6th** day of **November, 2018.**

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

DEED
Bk:1300 Page:388-389
RCD: 12/07/2018 @ 3:36:34:PM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
Council Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution:

RESOLUTION 2018-171
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #15 3105 Delwood Dr.

WHEREAS, on the 2nd day of October 2018 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 5th day of November, 2018, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-028N-07-181, **3105 Delwood Dr. HATTIESBURG, MS 39401** and better described as Lot Four (4), Block One (1), of the Delwood Subdivision of the City of Hattiesburg, County of Forrest, State of Mississippi, as per map or plat thereof on file and record in Plat Book 8 At Page 69 or Plat Cabinet A, Sheet 160, on file in the office of the Chancery Clerk of Forrest County, Mississippi, Together with the improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Richard Hill

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

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

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Open Storage (Land Development Code, Sec. 87)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the resolution adopted, this the **6th** day of **November, 2018**.

(SEAL)

ATTEST: **ADOPTED:**

Ronda S. Cole
CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the **6th** day of **November, 2018.**

ATTEST: **APPROVED:**

CITY CLERK

MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2018-918

File ID: 2018-918 **Type:** Resolution **Status:** Passed

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

Requester: Chris Price **File Created:** 10/26/2018

Brief Title: Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs, not to exceed the value of the property per State law, against the following properties.

Final Action: 11/06/2018

Minute Book Number: MB 2018-271

Title:

Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs, not to exceed the value of the property per State law, against the following properties.

Notes:

Agenda Date: 11/06/2018

Indexes:

Agenda Number: V.-5

Sponsors:

Enactment Date:

Attachments: Adjudication Memo 11.6.2018, 1. 701 EuFala Ave, 2. 315 Miller St, 3. 1104 Franklin St, 4. 901 Fairley St, 5. 1213 Edward St, 6. 700 Short 9th St, 7. 809.5 Fairley St, Executed Resolution 2018-172 701 EuFala Ave, Executed Resolution 2018-173 315 Miller St, Executed Resolution 2018-174 1104 Franklin St, Executed Resolution 2018-175 901 Fairley St, Executed Resolution 2018-176 1213 Edwards St, Executed Resolution 2018-177 700 Shorth 9th St, Executed Resolution 2018-178 809 .5 Fairley St

Enactment Number:

Contact:

Meeting Date: 11/06/2018

Drafter: Ashley Fortenberry

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/06/2018	Adopt				Pass

Action Text: A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt Resolutions (#2018-172-178) adjudicating and directing the placement as an assessment for the cleanup costs, not to exceed the value of the property per State law, against the following properties.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea:	5	Council Member George
		Council Member Delgado
		Council President Carroll
		Council Vice President Dryden
		Council Member Brown

Text of Legislative File 2018-918

Title

Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs, not to exceed the value of the property per State law, against the following properties.

Summary

Adopt Resolutions for adjudications

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MAYOR
Toby Barker

COUNCIL - WARD ONE	COUNCIL - WARD TWO	COUNCIL - WARD THREE	COUNCIL - WARD FOUR	COUNCIL - WARD FIVE
Jeffrey George	*Deborah Denard Delgado*	*Carter Carroll*	*Mary Dryden*	*Nicholas Brown*

TO: Mayor and City Council

FR: Chris Price, Code Enforcement Division Manager

DATE: October 26, 2018

RE: Adopt Resolution

I recommend adopting Resolutions adjudicating and directing the placement as an assessment the cleanup cost, and Title Opinion Cost not to exceed the value of the property per State Law, against the following properties.

Owner	**Address**	**PPIN #**	**Cost**	**Ward**
1. Anita Fay Mack	701 EuFala Ave	15156	$2488.18 $250 (T.O.) $38.00 Filing Fee	5
2. Ricky Lindsey	315 Miller St.	20574	$3,816.00 $250.00 (T.O.) $38.00 Filing Fee	2
3. Church of God In Christ Faith	1104 Franklin St.	24108	$2,766.36 $250.00 (T.O.) $38.00 Filing Fee	2
4. Myron Evans	901 Fairley St.	25860	$5,859.44 $250 (T.O.) $38.00 Filing Fee	2
5. Mark Gibson	1213 Edwards St.	13618	$1,859.40 $250.00 (T.O.) $38.00 Filing Fee	5
6. Hattiesburg University Foundation	700 Short 9th St.	15764	$5499.72 $250 (T.O.) $38.00 Filing Fee	2

Owner	Address	PPIN #	Cost	Ward
7. Dollie Jones	809 ½ Fairley St.	25866	$1,373.84 $250 (T.O.) $38.00	2

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: **701 EuFala Ave. HATTIESBURG, MS 39401** and better described as Lot Eight (8) in Block Three (3) of the H. I. Ferguson Subdivision of Block Ten (10) of the James E. Arledge Survey or Addition to the City of Hattiesburg, Mississippi as per map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements and appurtenances there unto belonging.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about August 15, 2018 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Anita Faye Mack	701 EuFala Ave	2-038A-15-161	$2488.18 $250.00 (T.O.) $38.00 Filing Fee
		Total-	**$2,776.00**

Lot Eight (8) in Block Three (3) of the H. I. Ferguson Subdivision of Block Ten (10) of the James E. Arledge Survey or Addition to the City of Hattiesburg, Mississippi as per map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements and appurtenances there unto belonging.

Section 2. That public interest and necessity requiring same, this resolution shall become

effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The foregoing Resolution having been reduced to writing, the same was introduced by Councilman _____, seconded by Councilman _____ and was adopted by the following vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 6th day of November A. D., 2018.

(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 6th day of November, A. D., 2018.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: **315 Miller ST. HATTIESBURG, MS 39401** and better described as: Lot 9, Block 5, C.J. Miller Survey, and Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg on or about September 20, 2018 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Ricky Lindsey	315 Miller St.	2-029K-09-135	$3,816.00 $250.00 (T.O.) $38.00 Filing Fee
		Total-	**$4,104.00**

Lot 9, Block 5, C.J. Miller Survey, and Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The foregoing Resolution having been reduced to writing, the same was introduced by Councilman _____, seconded by Councilman _____ and was adopted by the following vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 6th day of November A. D., 2018.

(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 6th day of November, A. D., 2018.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: **1104 Franklin ST. HATTIESBURG, MS 39401** described real property, situated and being in the City of Hattiesburg, County of Forrest, State of Mississippi, and mire particularly described as follows, to-wit:

Lot Seven (7), Block Two (2) of the J.B. STEVENS AND W.M. CONNER SUBDIVISION, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereto belonging.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about September 20, 2018 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	**ADDRESS**	**PARCEL NUMBER**	**CLEAN-UP COST**
Church of God In Christ Faith	1104 Franklin St	2-038B-15-540	$2766.36 $250.00 (T.O.) $38.00 Filing Fee
		Total-	**$3,054.36**

Lot Seven (7), Block Two (2) of the J.B. STEVENS AND W.M. CONNER SUBDIVISION,

in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereto belonging.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The foregoing Resolution having been reduced to writing, the same was introduced by Councilman _____, seconded by Councilman _____ and was adopted by the following vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 6th day of November A. D., 2018.

(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 6th day of November, A. D., 2018.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: **901 Fairley St. HATTIESBURG, MS 39401** and better described as Beginning at the Northwest corner of the northeast quarter of the southeast quarter of section 3, township 4 north, range 13 west, in the City of Hattiesburg, Forrest County, Mississippi and run South 3131 feet and thence east 25 feet to and for a point of beginning, from said point of beginning feet, thence East 170 feet, thence south 60 said point of beginning feet, thence East 170 feet, thence south 60 feet, thence west 170 feet, and thence north 60 feet to the point of beginning.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about September 21, 2018 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Myron Evans	901 Fairley St	2-029H-03-017	$5859.44
			$250.00 (T.O.)
			$38.00 Filing Fee
		Total-	**$6,147.44**

Beginning at the Northwest corner of the northeast quarter of the southeast quarter of section 3, township 4 north, range 13 west, in the City of Hattiesburg, Forrest County,

Mississippi and run South 3131 feet and thence east 25 feet to and for a point of beginning, from said point of beginning feet, thence East 170 feet, thence south 60 said point of beginning feet, thence East 170 feet, thence south 60 feet, thence west 170 feet, and thence north 60 feet to the point of beginning.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The foregoing Resolution having been reduced to writing, the same was introduced by Councilman _____, seconded by Councilman _____ and was adopted by the following vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 6th day of November A. D., 2018.

(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 6th day of November, A. D., 2018.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: **1213 EDWARDS STREET, HATTIESBURG, MS 39401** and better described as The South half of the North half of Lots 10, 11 and 12, Block 16 of the Burkett's Subdivision in the City of Hattiesburg, County of Forrest, State if Mississippi, as per the map or plat thereof on file in the office in the office of the Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows, to-wit: Begin at the point of intersection of the North line of Magnolia Avenue with the West line of Edwards Street; thence run West parallel with Magnolia Avenue 168 feet to the West line of Lot 10 for 50 feet; thence run East parallel with Magnolia Avenue 168 feet to the point of beginning.

And also: The South 5 feet of the North 50 feet of Lots 10, 11 and 12, Block 16 of the Burkett's Subdivision in the City if Hattiesburg, County of Forrest, State of Mississippi.

And also: The South half of the North half of Lot 9, Block 16 of the Burkett's Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a

Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about September 27, 2018 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Mark Gibson	1213 Edwards St	2-029H-03-017	$1859.40
			$250.00 (T.O.)
			$38.00 Filing Fee
		Total-	**$2,147.40**

The South half of the North half of Lots 10, 11 and 12, Block 16 of the Burkett's Subdivision in the City of Hattiesburg, County of Forrest, State if Mississippi, as per the map or plat thereof on file in the office in the office of the Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows, to-wit: Begin at the point of intersection of the North line of Magnolia Avenue with the West line of Edwards Street; thence run West parallel with Magnolia Avenue 168 feet to the West line of Lot 10 for 50 feet; thence run East parallel with Magnolia Avenue 168 feet to the point of beginning.

And also: The South 5 feet of the North 50 feet of Lots 10, 11 and 12, Block 16 of the Burkett's Subdivision in the City if Hattiesburg, County of Forrest, State of Mississippi.

And also: The South half of the North half of Lot 9, Block 16 of the Burkett's Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The foregoing Resolution having been reduced to writing, the same was introduced by Councilman _____, seconded by Councilman _____ and was adopted by the following vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 6th day of November A. D., 2018.

(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 6th day of November, A. D., 2018.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: **700 SHORT 9TH ST. HATTIESBURG, MS 39401** and better described as Park of a Block, beginning 20 feet West and 87 feet South of the Northwest Corner of Block 41, Hardy & Scott Subdivision, City of Hattiesburg, Forrest County, Mississippi; go 41 feet East, thence 84 feet South, thence 41 feet West, thence 84 feet North to the Point of Beginning, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a

Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about September 25, 2018 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of

Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Hattiesburg University Foundation	700 Short 9th St.	2-029H-03-081	$3,829.95
			$250 (T.O.)
			$38.00
		Total-	$4,117.95

Park of a Block, beginning 20 feet West and 87 feet South of the Northwest Corner of Block 41, Hardy & Scott Subdivision, City of Hattiesburg, Forrest County, Mississippi; go 41 feet East, thence 84 feet South, thence 41 feet West, thence 84 feet North to the Point of Beginning, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.
The foregoing Resolution having been reduced to writing, the same was introduced by Councilman _____, seconded by Councilman _____ and was adopted by the following vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 6th day of November A. D., 2018.

(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 6th day of November, A. D., 2018.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

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

RESOLUTION

INDEXING INSTRUCTIONS: **809 ½ Fairley Street HATTIESBURG, MS 39401** and better described as commencing at the Northeast corner if the present terminus of East 8th Street and/or the Southwest corner of the Clifton Knight property and run thence North for a distance of 180 feet for the point of beginning: From this point of the beginning run thence East and at right angles to the last named course a distance of 170 feet along the North line of the Ned Cole property: thence North and at right angles to the last named course a distance of 130.8 feet; thence West and at right angles to the last named course a distance of 170 feet; thence South and at right angles to the last named course a distance of 130.8 feet to the point of beginning; said parcel of land lying and being situated in the NE-1/4 of the SE-1/4 of Se3ction 3 Township 4 North, Range 13 West, Forrest County.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a

Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about September 21, 2018 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of

Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Dollie Jones	809 ½ Fairley St.	2-029H-03-011	$1,373.84
			$250 (T.O.)
			$38.00
		Total-	$1,661.84

Commencing at the Northeast corner if the present terminus of East 8th Street and/or the Southwest corner of the Clifton Knight property and run thence North for a distance of 180 feet for the point of beginning: From this point of the beginning run thence East and at right angles to the last named course a distance of 170 feet along the North line of the Ned Cole property: thence North and at right angles to the last named course a distance of 130.8 feet; thence West and at right angles to the last named course a distance of 170 feet; thence South and at right angles to the last named course a distance of 130.8 feet to the point of beginning; said parcel of land lying and being situated in the NE-1/4 of the SE-1/4 of Se3ction 3 Township 4 North, Range 13 West, Forrest County.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.
The foregoing Resolution having been reduced to writing, the same was introduced by Councilman _____, seconded by Councilman _____ and was adopted by the following vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 6th day of November A. D., 2018.

(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 6th day of November, A. D., 2018.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

DEED
Bk:1300 Page:390-391
RCD: 12/07/2018 @ 3:37:11PM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
City Council's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution:

RESOLUTION 2018-172

INDEXING INSTRUCTIONS: **701 EuFala Ave. HATTIESBURG, MS 39401** and better described as Lot Eight (8) in Block Three (3) of the H. I. Ferguson Subdivision of Block Ten (10) of the James E. Arledge Survey or Addition to the City of Hattiesburg, Mississippi as per map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements and appurtenances there unto belonging.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about August 15, 2018 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Anita Faye Mack	701 EuFala Ave	2-038A-15-161	$2488.18 $250.00 (T.O.) $38.00 Filing Fee
		Total-	**$2,776.00**

Lot Eight (8) in Block Three (3) of the H. I. Ferguson Subdivision of Block Ten (10) of the James E. Arledge Survey or Addition to the City of Hattiesburg, Mississippi as per map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements and appurtenances there unto belonging.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The foregoing Resolution having been reduced to writing, the same was introduced by Council Member George, seconded by Council Vice President Dryden and was adopted by the following vote, to-wit:

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the Resolution adopted this the **6th** day of **November, 2018.**

(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 **6th** day of **November, 2018.**

ATTEST:

CITY CLERK

APPROVED:

MAYOR

DEED
Bk:1300 Page:394-395
RCD: 12/07/2018 @ 3:37:44:PM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
City Council's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution:

RESOLUTION 2018-173

INDEXING INSTRUCTIONS: **315 Miller ST. HATTIESBURG, MS 39401** and better described as: Lot 9, Block 5, C.J. Miller Survey, and Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg on or about September 20, 2018 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Ricky Lindsey	315 Miller St.	2-029K-09-135	$3,816.00
			$250.00 (T.O.)
			$38.00 Filing Fee
		Total-	**$4,104.00**

Lot 9, Block 5, C.J. Miller Survey, and Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The foregoing Resolution having been reduced to writing, the same was introduced by Council Member George, seconded by Council Vice President Dryden and was adopted by the following vote, to-wit:

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the Resolution adopted this the **6th** day of **November, 2018.**

(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 **6th** day of **November, 2018.**

ATTEST:

CITY CLERK

APPROVED:

MAYOR

DEED
Bk:1300 Page:396-397
RCD: 12/07/2018 @ 3:38:16:PM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
City Council's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution:

RESOLUTION 2018-174

INDEXING INSTRUCTIONS: **1104 Franklin ST. HATTIESBURG, MS 39401** described real property, situated and being in the City of Hattiesburg, County of Forrest, State of Mississippi, and mire particularly described as follows, to-wit:

Lot Seven (7), Block Two (2) of the J.B. STEVENS AND W.M. CONNER SUBDIVISION, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereto belonging.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about September 20, 2018 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Church of God	1104 Franklin St	2-038B-15-540	$2766.36
In Christ Faith			$250.00 (T.O.)
			$38.00 Filing Fee
		Total-	**$3,054.36**

Lot Seven (7), Block Two (2) of the J.B. STEVENS AND W.M. CONNER SUBDIVISION,

in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereto belonging.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The foregoing Resolution having been reduced to writing, the same was introduced by Council Member George, seconded by Council Vice President Dryden and was adopted by the following vote, to-wit:

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the Resolution adopted this the **6th** day of **November, 2018**.

(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 **6th** day of **November, 2018**.

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

DEED
Bk:1300 Page:398-399
RCD: 12/07/2018 @ 3:39:59:PM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
City Council's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution:

RESOLUTION 2018-175

INDEXING INSTRUCTIONS: **901 Fairley St. HATTIESBURG, MS 39401** and better described as Beginning at the Northwest corner of the northeast quarter of the southeast quarter of section 3, township 4 north, range 13 west, in the City of Hattiesburg, Forrest County, Mississippi and run South 3131 feet and thence east 25 feet to and for a point of beginning, from said point of beginning feet, thence East 170 feet, thence south 60 said point of beginning feet, thence East 170 feet, thence south 60 feet, thence west 170 feet, and thence north 60 feet to the point of beginning.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about September 21, 2018 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Myron Evans	901 Fairley St	2-029H-03-017	$5859.44
			$250.00 (T.O.)
			$38.00 Filing Fee
		Total-	**$6,147.44**

Beginning at the Northwest corner of the northeast quarter of the southeast quarter of section 3, township 4 north, range 13 west, in the City of Hattiesburg, Forrest County,

Mississippi and run South 3131 feet and thence east 25 feet to and for a point of beginning, from said point of beginning feet, thence East 170 feet, thence south 60 said point of beginning feet, thence East 170 feet, thence south 60 feet, thence west 170 feet, and thence north 60 feet to the point of beginning.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The foregoing Resolution having been reduced to writing, the same was introduced by Council Member George, seconded by Council Vice President Dryden and was adopted by the following vote, to-wit:

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the Resolution adopted this the **6th** day of **November, 2018.**

(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 **6th** day of **November, 2018.**

ATTEST:

CITY CLERK

APPROVED:

MAYOR

DEED
Bk:1300 Page:400-402
RCD: 12/07/2018 @ 3:41:02:PM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
City Council's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution:

RESOLUTION 2018-176

INDEXING INSTRUCTIONS: 1213 EDWARDS STREET, HATTIESBURG, MS 39401 and better described as The South half of the North half of Lots 10, 11 and 12, Block 16 of the Burkett's Subdivision in the City of Hattiesburg, County of Forrest, State if Mississippi, as per the map or plat thereof on file in the office in the office of the Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows, to-wit: Begin at the point of intersection of the North line of Magnolia Avenue with the West line of Edwards Street; thence run West parallel with Magnolia Avenue 168 feet to the West line of Lot 10 for 50 feet; thence run East parallel with Magnolia Avenue 168 feet to the point of beginning.

And also: The South 5 feet of the North 50 feet of Lots 10, 11 and 12, Block 16 of the Burkett's Subdivision in the City if Hattiesburg, County of Forrest, State of Mississippi.

And also: The South half of the North half of Lot 9, Block 16 of the Burkett's Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a

Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about September 27, 2018 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Mark Gibson	1213 Edwards St	2-029H-03-017	$1859.40 $250.00 (T.O.) $38.00 Filing Fee
		Total-	**$2,147.40**

The South half of the North half of Lots 10, 11 and 12, Block 16 of the Burkett's Subdivision in the City of Hattiesburg, County of Forrest, State if Mississippi, as per the map or plat thereof on file in the office in the office of the Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows, to-wit: Begin at the point of intersection of the North line of Magnolia Avenue with the West line of Edwards Street; thence run West parallel with Magnolia Avenue 168 feet to the West line of Lot 10 for 50 feet; thence run East parallel with Magnolia Avenue 168 feet to the point of beginning.

And also: The South 5 feet of the North 50 feet of Lots 10, 11 and 12, Block 16 of the Burkett's Subdivision in the City if Hattiesburg, County of Forrest, State of Mississippi.

And also: The South half of the North half of Lot 9, Block 16 of the Burkett's Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The foregoing Resolution having been reduced to writing, the same was introduced by Council Member George, seconded by Council Vice President Dryden and was adopted by the following vote, to-wit:

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the Resolution adopted this the **6th** day of **November, 2018**.

(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 **6th** day of **November, 2018**.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

DEED
Bk:1300 Page:403-404
RCD: 12/07/2018 @ 3:41:45:PM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
City Council's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution:

RESOLUTION 2018-177

INDEXING INSTRUCTIONS: 700 SHORT 9TH ST. HATTIESBURG, MS 39401 and better described as Park of a Block, beginning 20 feet West and 87 feet South of the Northwest Corner of Block 41, Hardy & Scott Subdivision, City of Hattiesburg, Forrest County, Mississippi; go 41 feet East, thence 84 feet South, thence 41 feet West, thence 84 feet North to the Point of Beginning, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a

Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about September 25, 2018 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of

Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Hattiesburg University Foundation	700 Short 9th St.	2-029H-03-081	$3,829.95
			$250 (T.O.)
			$38.00
		Total-	$4,117.95

Park of a Block, beginning 20 feet West and 87 feet South of the Northwest Corner of Block 41, Hardy & Scott Subdivision, City of Hattiesburg, Forrest County, Mississippi; go 41 feet East, thence 84 feet South, thence 41 feet West, thence 84 feet North to the Point of Beginning, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.
The foregoing Resolution having been reduced to writing, the same was introduced by Council Member George, seconded by Council Vice President Dryden and was adopted by the following vote, to-wit:

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the Resolution adopted this the **6th** day of **November, 2018**.

(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 **6th** day of **November, 2018**.

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

DEED
Bk:1300 Page:407-408
RCD: 12/07/2018 @ 3:42:19:PM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 554-1027

Return to:
City of Hattiesburg
City Council's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4551

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution:

RESOLUTION 2018-178

INDEXING INSTRUCTIONS: 809 ½ Fairley Street HATTIESBURG, MS 39401 and better described as commencing at the Northeast corner if the present terminus of East 8th Street and/or the Southwest corner of the Clifton Knight property and run thence North for a distance of 180 feet for the point of beginning: From this point of the beginning run thence East and at right angles to the last named course a distance of 170 feet along the North line of the Ned Cole property: thence North and at right angles to the last named course a distance of 130.8 feet; thence West and at right angles to the last named course a distance of 170 feet; thence South and at right angles to the last named course a distance of 130.8 feet to the point of beginning; said parcel of land lying and being situated in the NE-1/4 of the SE-1/4 of Se3ction 3 Township 4 North, Range 13 West, Forrest County.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanliness as to be a

Menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Hattiesburg (Public Works) on or about September 21, 2018 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of

Hattiesburg, Mississippi:

Section 1. That the City Council of the City of Hattiesburg does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Dollie Jones	809 ½ Fairley St.	2-029H-03-011	$1,373.84
			$250 (T.O.)
			$38.00
		Total-	$1,661.84

Commencing at the Northeast corner if the present terminus of East 8th Street and/or the Southwest corner of the Clifton Knight property and run thence North for a distance of 180 feet for the point of beginning: From this point of the beginning run thence East and at right angles to the last named course a distance of 170 feet along the North line of the Ned Cole property: thence North and at right angles to the last named course a distance of 130.8 feet; thence West and at right angles to the last named course a distance of 170 feet; thence South and at right angles to the last named course a distance of 130.8 feet to the point of beginning; said parcel of land lying and being situated in the NE-1/4 of the SE-1/4 of Se3ction 3 Township 4 North, Range 13 West, Forrest County.

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

The foregoing Resolution having been reduced to writing, the same was introduced by Council Member George, seconded by Council Vice President Dryden and was adopted by the following vote, to-wit:

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the Resolution adopted this the **6th** day of **November, 2018**.

(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 **6th** day of **November, 2018**.

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

City of Hattiesburg, MS

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

Master

File Number: 2018-904

File ID: 2018-904 **Type:** Regular Agenda Item **Status:** Policy Agenda

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

Requester: Andrew Ellard **File Created:** 10/26/2018

Brief Title: EnerGov Software Upgrades **Final Action:** 11/06/2018

Minute Book Number: MB 2018-271

Title:

Rescind amendments approved at 2018-566 (July 3, 2018) and 2018-774 (September 18, 2018), and Approve and Authorize the Mayor to execute in triplicate an alternate amendment document with Tyler Technologies, Inc. for the upgrade of EnerGov software used by the Department of Urban Development. Dollar amount change mirrors the aforementioned approved amendments.

Notes:

Agenda Date: 11/06/2018

Indexes: **Agenda Number:** V.-6

Sponsors: **Enactment Date:**

Attachments: Hattiesburg MS - Amend #1 (10.24.18), Hattiesburg MS - Amend #1 (Tyler PE), Executed Tyler Technologies Amendment **Enactment Number:**

Contact: **Meeting Date:** 11/06/2018

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/06/2018	Rescind				Pass

Action Text: A MOTION was made by Council Member George and seconded by Council Member Brown to Rescind amendments approved at 2018-566 (July 3, 2018) and 2018-774 (September 18, 2018), and Approve and Authorize the Mayor to execute in triplicate an alternate amendment document with Tyler Technologies, Inc. for the upgrade of EnerGov software used by the Department of Urban Development. Dollar amount change mirrors the aforementioned approved amendments.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea:	5	Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown

Text of Legislative File 2018-904

Title

Rescind amendments approved at 2018-566 (July 3, 2018) and 2018-774 (September 18, 2018), and Approve and Authorize the Mayor to execute in triplicate an alternate amendment document with Tyler Technologies, Inc. for the upgrade of EnerGov software used by the Department of Urban Development. Dollar amount change mirrors the aforementioned approved amendments.

Summary

EnerGov Software Upgrades

Budget Information

Expenditure Type

Purchasing Item

Publication Information

AMENDMENT

This amendment ("Amendment") is made this _____ day of _____, 2018 by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Hattiesburg, with offices at 200 Forrest Street, Hattiesburg, Mississippi 39401 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated August 21, 2008 ("Agreement"), as supplemented by quote ratified by the Client on April 17, 2018 ("Quote"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the execution date of this Amendment. Payment of fees and costs for such items shall conform to the following terms:
    a. Services Fees & Expenses. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.

2. The new total Quote fee is $32,275.00, as itemized below:

Original Quote Amount – EnerGov Professional Services (incl. Travel)	$28,825.00
This Amendment (Add Onsite Travel & Services)	$3,450.00
New Quote Total	$32,275.00

3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	City of Hattiesburg, MS
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Exhibit 1
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Quoted By:	Andrew Meyer
Date:	10/19/2018
Quote Expiration:	4/3/2019
Quote Name:	City of Hattiesburg-LGD-EG-Configuration
Quote Number:	2018-58823
Quote Description:	Configuration Services

Sales Quotation For

City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403-1898
Phone +1 (601) 545-4966

EnerGov Professional Services

Description	Hours/Units	Unit Price	Extended Price	Year One Maintenance
Configuration Services	8	$175.00	$1,400.00	$0.00
Project Management Services	2	$175.00	$350.00	$0.00
TOTAL:			**$1,750.00**	**$0.00**

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$0.00	$0.00
Total Tyler Services	$1,750.00	$0.00
Total 3rd Party Hardware, Software and Services	$0.00	$0.00
Summary Total	**$1,750.00**	**$0.00**
Contract Total (Excluding Estimated Travel Expenses)	**$1,750.00**	

Summary	One Time Fees	Recurring Fees
Estimated Travel Expenses	**$1,700.00**	

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Comments

Software License fees and first year ASM charges are due and payable at Software delivery or Availability for Download. Renewals of ASM are billed annually in advance on the anniversary of delivery and each year thereafter. ASM charges are subject to price adjustments. Invoice terms are Net 30. Professional services are billable and invoiced monthly as consumed.

AMENDMENT

This amendment ("Amendment") is made this _____ day of _____, 2018 by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Hattiesburg, with offices at 200 Forrest Street, Hattiesburg, Mississippi 39401 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated August 21, 2008 ("Agreement"), as supplemented by quote ratified by the Client on April 17, 2018 ("Quote"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the execution date of this Amendment. Payment of fees and costs for such items shall conform to the following terms:
    a. Services Fees & Expenses. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.

2. The new total Quote fee is $32,275.00, as itemized below:

Original Quote Amount – EnerGov Professional Services (incl. Travel)	$28,825.00
This Amendment (Add Onsite Travel & Services)	$3,450.00
New Quote Total	$32,275.00

3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	City of Hattiesburg, MS
By: RK	By: _____
Name: Robert Kennedy-Jensen	Name: _____
Title: Director of Contracts	Title: _____
Date: October 26, 2018	Date: _____

Exhibit 1
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Quoted By:	Andrew Meyer
Date:	10/19/2018
Quote Expiration:	4/3/2019
Quote Name:	City of Hattiesburg-LGD-EG-Configuration
Quote Number:	2018-58823
Quote Description:	Configuration Services

Sales Quotation For

City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403-1898
Phone +1 (601) 545-4966

EnerGov Professional Services

Description	Hours/Units	Unit Price	Extended Price	Year One Maintenance
Configuration Services	8	$175.00	$1,400.00	$0.00
Project Management Services	2	$175.00	$350.00	$0.00
TOTAL:			**$1,750.00**	**$0.00**

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$0.00	$0.00
Total Tyler Services	$1,750.00	$0.00
Total 3rd Party Hardware, Software and Services	$0.00	$0.00
Summary Total	**$1,750.00**	**$0.00**
Contract Total (Excluding Estimated Travel Expenses)	**$1,750.00**	

Summary	One Time Fees	Recurring Fees
Estimated Travel Expenses	**$1,700.00**	

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Comments

Software License fees and first year ASM charges are due and payable at Software delivery or Availability for Download. Renewals of ASM are billed annually in advance on the anniversary of delivery and each year thereafter. ASM charges are subject to price adjustments. Invoice terms are Net 30. Professional services are billable and invoiced monthly as consumed.

AMENDMENT

This amendment ("Amendment") is made this 6th day of November, 2018 by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Hattiesburg, with offices at 200 Forrest Street, Hattiesburg, Mississippi 39401 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated August 21, 2008 ("Agreement"), as supplemented by quote ratified by the Client on April 17, 2018 ("Quote"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the execution date of this Amendment. Payment of fees and costs for such items shall conform to the following terms:
    a. Services Fees & Expenses. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.

2. The new total Quote fee is $32,275.00, as itemized below:

Original Quote Amount – EnerGov Professional Services (incl. Travel)	$28,825.00
This Amendment (Add Onsite Travel & Services)	$3,450.00
New Quote Total	$32,275.00

3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

By: _____

Name: Robert Kennedy-Jensen

Title: Director of Contracts

Date: October 26, 2018

City of Hattiesburg, MS

By: _____

Name: TOBY BARKER

Title: MAYOR

Date: 11-9-18

Exhibit 1
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Quoted By:	Andrew Meyer
Date:	10/19/2018
Quote Expiration:	4/3/2019
Quote Name:	City of Hattiesburg-LGD-EG-Configuration
Quote Number:	2018-58823
Quote Description:	Configuration Services

Sales Quotation For

City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403-1898
Phone +1 (601) 545-4966

EnerGov Professional Services

Description	Hours/Units	Unit Price	Extended Price	Year One Maintenance
Configuration Services	8	$175.00	$1,400.00	$0.00
Project Management Services	2	$175.00	$350.00	$0.00
TOTAL:			**$1,750.00**	**$0.00**

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$0.00	$0.00
Total Tyler Services	$1,750.00	$0.00
Total 3rd Party Hardware, Software and Services	$0.00	$0.00
Summary Total	**$1,750.00**	**$0.00**
Contract Total (Excluding Estimated Travel Expenses)	**$1,750.00**	

Summary	One Time Fees	Recurring Fees
Estimated Travel Expenses	**$1,700.00**	

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Comments

Software License fees and first year ASM charges are due and payable at Software delivery or Availability for Download. Renewals of ASM are billed annually in advance on the anniversary of delivery and each year thereafter. ASM charges are subject to price adjustments. Invoice terms are Net 30. Professional services are billable and invoiced monthly as consumed.

City of Hattiesburg, MS

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

Master

File Number: 2018-919

File ID: 2018-919 **Type:** Regular Agenda Item **Status:** Passed

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

Requester: Lamar Rutland **File Created:** 10/26/2018

Brief Title: 2016 Bond Requisition No. 29 **Final Action:** 11/06/2018

Minute Book Number: MB 2018-271-272

Title:

Adopt a Resolution authorizing Requisition No. 29 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Notes:

Agenda Date: 11/06/2018

Indexes: **Agenda Number:** V.-7

Sponsors: **Enactment Date:**

Attachments: 2016 Bond Resolution No. 29, Executed Resolution 2018-179 authorizing Requisition No. 29 **Enactment Number:**

Contact: **Meeting Date:** 11/06/2018

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/06/2018	Adopt				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Adopt a Resolution (#2018-179) authorizing Requisition No. 29 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, 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 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2018-919

Title

Adopt a Resolution authorizing Requisition No. 29 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Summary

2016 Bond Requisition No. 29

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 August 18, 2016. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING REQUISITION NO. 28 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on August 18, 2016 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed $25,000,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of August 18, 2016, 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 **$374,498.12** 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 **Three Hundred Seventy-Four Thousand Four Hundred Ninety-Eight and 12/100 dollars ($374,498.12)** 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 Regions Bank, as Trustee to disburse funds of Requisition No.**29** in the total aggregate amount of **Three Hundred Seventy-Four Thousand Four Hundred Ninety-Eight and 12/100 dollars ($374,498.12)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS: NAYS: ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **6th day** of **November, 2018**.

(SEAL)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **6th day** of **November, 2018**.

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: $25,000,000.00 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Series 2016 Bonds") secured by $25,000,000.00 Taxable Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated August 18, 2016 (the "Series 2016 Note").

TO: Regions Bank
400 West Capitol, 7th Floor
Little Rock, AR 72201
ATTN: Corporate Trust Department

REQUISITION NO.: 29

DATE OF REQUISITION: 11/6/2018

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7220.70	289,628.83	Pay Est 2	Sewer Improvements Ph VIII - Camp St. Area Period: 8/26/18 - 9/30/18 MB: 2018-108
2	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7220.54	25,674.29	Pay Est 9	Sewer Improvements Ph V Period: 8/26/18 - 9/30/18 MB: 2017-403
3	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.75	11,725.00	20468	CIPP Project Period: 8/26/18 - 9/22/18 MB 2011-4/89-110 SDW #11256
4	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7295.70	13,235.00	20466	Water Plant #1 Rehabilitation Period: 8/26/18 - 9/22/18 MB 2017-81 SDW #1273-W015
5	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.72	3,172.50	20465	Sewer Improvements Phase X - Quinn St. Area Period: 8/26/18 - 9/22/18 MB 2011-4/89-110

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
					SDW #1273-S011
6	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.70	16,807.50	20464	Sewer Improvements Ph VIII - Camp St. Area Period: 8/26/18 - 9/22/18 MB 2011-4/89-110 SDW #1273-S010
7	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.62	1,217.50	20459	Water Improvements Ph V Period: 8/26/18 - 9/22/18 MB 2011-4/89-110 SDW # 1273-W013
8	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.51	3,205.00	20458	Water Ph II - Palmers Crossing Period: 8/26/18 - 9/22/18 MB 2011-4/89-110 SDW #1273-W007
9	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.54	4,582.50	20456	Sewer Improvements Ph V Period: 8/26/18 - 9/22/18 MB 2011-4/89-110 & 2012-1/413 SDW Project# 1273-S005
10	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.51	5,250.00	20457	Sewer Improvements Ph XII Period: 8/26/18 - 9/22/18 MB 2011-4/89-110 SDW #1273-S012
			374,498.12		

sdw

Engineering Progress

October 11, 2018

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Attn: Lamar Rutland, P.E.

Re: Comprehensive Sewer/Water Improvements – Phase VIII
Camp Street Area
City of Hattiesburg

Dear Lamar:

Enclosed please find Pay Estimate No. 2 for the above referenced project in the amount of $289,628.83.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

John T. Weeks, P.E.
Project Engineer

/aa

Enclosure

cc: C.B. Developers
SDW

RECEIVED 10/12/18

093695.1220.70
MB 2018-108

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

84 DAYS
420 DAYS
20% Time elapsed

Contractor's Application For Payment No. 2

Application Period: Beginning: 8/26/2018 Ending: 9/30/2018		Application Date: 30-Aug-18
To (Owner): CITY OF HATTIESBURG	From (Contractor): C.B. DEVELOPERS, INC.	Via (Engineer): SHOWS, DEARMAN & WAITS, INC.
Project: COMPREHENSIVE SEWER/WATER PHASE 8	Contract:	
Owner's Contract No.: Not Applicable	Contractor's Project No.:	Engineer's Project No.:

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS	$ -	$ -
NET CHANGE BY CHANGE ORDERS	$ -	

1. ORIGINAL CONTRACT PRICE	$	3,721,611.76
2. Net change by Change Orders	$	-
3. CURRENT CONTRACT PRICE (LINE 1 + 2)	$	3,721,611.76
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimates)	$	748,908.77
5. RETAINAGE:		
a. 5.0 % x Work Completed	$	16,236.77
b. 5.0% x Stored Material	$	21,208.67
c. Total Retainage (line 5a + line 5b)	$	37,445.44
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	$	711,463.33
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	421,834.50
8. AMOUNT DUE THIS APPLICATION	$	***289,628.83***
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	$	3,010,148.43

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Date: 10/2/2018

Payment of: **$289,628.83**
(Line 8 or other - attach explanation of other amount)

Is recommended by: (Engineer) 10/11/18 (Date)

Payment of: **$289,628.83**
(Line 8 or other - attach explanation of other amount)

Is approved by: (Owner) (Date)

Is approved by: (Owner) (Date)

Approved by: (Funding Agency, if applicable) (Date)

Progress Estimate

Contractor's Application

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8	8/26/2018	9/30/2018	Application Number:	2
Application Period:	8/26/2018 TO 9/30/2018			Application Date:	30-Aug-18

	A			B	C	D	E	F		G
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	CAMP STREET AREA SEWER PIPE ITEMS									
1	8" SDR-26 PVC SEWER PIPE (0-6')	2109.0	$ 48.54	$ 102,370.86		$ -	$ 9,448.32	$ 9,448.32	9%	$ 92,922.54
2	8" SDR-26 PVC SEWER PIPE (6'-8')	5576.0	$ 50.96	$ 284,152.96		$ -	$ 24,980.48	$ 24,980.48	9%	$ 259,172.48
3	8" SDR-26 PVC SEWER PIPE (8'-10')	2961.0	$ 53.38	$ 158,058.18	651.00	$ 34,750.38	$ 10,348.80	$ 45,099.18	29%	$ 112,959.00
4	8" SDR-26 PVC SEWER PIPE (10'-12')	863.0	$ 55.81	$ 48,164.03	178.00	$ 9,934.18	$ 3,068.80	$ 13,002.98	27%	$ 35,161.05
5	8" SDR-26 PVC SEWER PIPE (12'-14')	249.0	$ 59.44	$ 14,800.56		$ -	$ 1,115.52	$ 1,115.52	8%	$ 13,685.04
6	10" SDR-26 PVC SEWER PIPE (0-6')	25.0	$ 51.64	$ 1,291.00		$ -	$ 176.00	$ 176.00	14%	$ 1,115.00
7	10" SDR-26 PVC SEWER PIPE (6'-8')	351.0	$ 54.06	$ 18,975.06	100.00	$ 5,406.00	$ 1,767.04	$ 7,173.04	38%	$ 11,802.02
8	10" SDR-26 PVC SEWER PIPE (8'-10')	325.0	$ 56.48	$ 18,356.00	222.29	$ 12,554.94	$ 723.08	$ 13,278.02	72%	$ 5,077.98
9	10" SDR-26 PVC SEWER PIPE (10'-12')	239.0	$ 58.91	$ 14,079.49	243.71	$ 14,356.96	$ -	$ 14,356.96	102%	$ (277.47)
10	10" SDR-26 PVC SEWER PIPE (12'-14')	130.0	$ 62.54	$ 8,130.20		$ -	$ 915.20	$ 915.20	11%	$ 7,215.00
11	10" SDR-26 PVC SEWER PIPE (14'-16')	67.0	$ 78.28	$ 5,244.76		$ -	$ 56.32	$ 56.32	1%	$ 5,188.44
12	8" DUCTILE IRON SEWER PIPE (0-6')	384.0	$ 79.57	$ 30,554.88		$ -	$ 10,798.08	$ 10,798.08	35%	$ 19,756.80
13	8" DUCTILE IRON SEWER PIPE (6'-8')	20.0	$ 89.26	$ 1,785.20		$ -	$ 562.40	$ 562.40	32%	$ 1,222.80
14	10" DUCTILE IRON SEWER PIPE (0-6')	25.0	$ 105.96	$ 2,649.00		$ -	$ 953.00	$ 953.00	36%	$ 1,696.00
15	10" DUCTILE IRON SEWER PIPE (6'-8')	30.0	$ 109.59	$ 3,287.70		$ -	$ 1,143.60	$ 1,143.60	35%	$ 2,144.10
16	REMOVAL OF EXISTING SEWER LINE	10650.0	$ 3.63	$ 38,659.50	1395.00	$ 5,063.85	$ -	$ 5,063.85	13%	$ 33,595.65
17	ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)	3220.0	$ 6.67	$ 21,477.40		$ -	$ -	$ -		$ 21,477.40
18	TRACER WIRE SYSTEM FOR SEWER	19153.0	$ 1.44	$ 27,580.32	1566.00	$ 2,255.04	$ 20,049.18	$ 22,304.22	81%	$ 5,276.10
	SEWER MANHOLE ITEMS									
19	48" PRECAST CONCRETE SEWER MANHOLE (0-6)	6.0	$ 2,339.80	$ 14,038.80		$ -	$ 5,261.94	$ 5,261.94	37%	$ 8,776.86
20	48" PRECAST CONCRETE SEWER MANHOLE (6-8)	32.0	$ 3,040.17	$ 97,285.44		$ -	$ 32,576.64	$ 32,576.64	33%	$ 64,708.80
21	48" PRECAST CONCRETE SEWER MANHOLE (8-10)	8.0	$ 3,491.71	$ 27,933.68	2.00	$ 6,983.42	$ 7,146.00	$ 14,129.42	51%	$ 13,804.26
22	48" PRECAST CONCRETE SEWER MANHOLE (10-12)	1.0	$ 4,051.04	$ 4,051.04	1.00	$ 4,051.04	$ -	$ 4,051.04	100%	$ -
	TOTALS			$ 942,926.06		$ 95,355.81	$ 131,090.40	$ 226,446.20		$ 716,479.86

EJCDC No. C-620 (2002 Edition) 10/2/2018

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8					Application Number:	2				
Application Period:	8/26/2018 TO 9/30/2018					Application Date:	30-Aug-18				
	A			B	C	D	E	F		G	
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)	
	Subtotal from Previous Page			$ 942,926.06		$ 95,355.81	$ 131,090.40	$ 226,446.20		$ 716,479.86	
23	48" PRECAST CONCRETE SEWER MANHOLE (12-14)	3.0	$ 4,025.31	$ 12,075.93		$ -	$ 4,238.01	$ 4,238.01	35%	$ 7,837.92	
24	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)	3.0	$ 3,553.84	$ 10,661.52		$ -	$ 2,787.99	$ 2,787.99	26%	$ 7,873.53	
25	60" PRECAST CONCRETE SEWER MANHOLE (0-6)	1.0	$ 4,502.46	$ 4,502.46		$ -	$ 1,552.52	$ 1,552.52	34%	$ 2,949.94	
26	60" PRECAST CONCRETE SEWER MANHOLE (6-8)	1.0	$ 5,058.41	$ 5,058.41	1.00	$ 5,058.41	$ -	$ 5,058.41	100%	$ -	
27	60" PRECAST CONCRETE SEWER MANHOLE (8-10)	1.0	$ 5,419.09	$ 5,419.09		$ -	$ 1,850.00	$ 1,850.00	34%	$ 3,569.09	
28	60" PRECAST CONCRETE SEWER MANHOLE (10-12)	1.0	$ 6,342.23	$ 6,342.23	1.00	$ 6,342.23	$ -	$ 6,342.23	100%	$ -	
29	60" PRECAST CONCRETE SEWER MANHOLE (6-8) (DOGHOUSE)	2.0	$ 6,620.27	$ 13,240.54		$ -	$ 1,150.00	$ 1,150.00	9%	$ 12,090.54	
30	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (	1.0	$ 9,100.91	$ 9,100.91		$ -	$ 2,665.00	$ 2,665.00	29%	$ 6,435.91	
31	DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TY	35.0	$ 302.70	$ 10,594.50	5.00	$ 1,513.50	$ -	$ 1,513.50	14%	$ 9,081.00	
32	ABANDONMENT OF EXISTING MANHOLE	12.0	$ 393.51	$ 4,722.12		$ -	$ -	$ -		$ 4,722.12	
33	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	1.0	$ 2,674.73	$ 2,674.73		$ -	$ 649.28	$ 649.28	24%	$ 2,025.45	
	SEWER SERVICE ITEMS										
34	4" SANITARY SEWER SERVICE CLEANOUT	231.0	$ 375.31	$ 86,696.61	7.00	$ 2,627.17	$ 35,413.38	$ 38,040.55	44%	$ 48,656.06	
35	4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS	316.0	$ 39.97	$ 12,630.52	3.00	$ 119.91	$ -	$ 119.91	1%	$ 12,510.61	
36	6" SDR-26 PVC PIPE SANITARY SEWER SERIVCE (INCL FITTINGS	3792.0	$ 27.33	$ 103,635.36	245.00	$ 6,695.85	$ 8,299.98	$ 14,995.83	14%	$ 88,639.53	
37	8"x8"x6" PVC SERVICE TEE	203.0	$ 191.79	$ 38,933.37	7.00	$ 1,342.53	$ 11,446.40	$ 12,788.93	33%	$ 26,144.44	
38	10"x10"x6" PVC SERVICE TEE	20.0	$ 417.00	$ 8,340.00	7.00	$ 2,919.00	$ 2,862.86	$ 5,781.86	69%	$ 2,558.14	
39	8"x8"x6" DUCTILE IRON SERVICE TEE	5.0	$ 825.41	$ 4,127.05		$ -	$ 2,400.00	$ 2,400.00	58%	$ 1,727.05	
	WATER PIPE ITEMS										
40	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OP	40.0	$ 13.39	$ 535.60		$ -	$ 42.40	$ 42.40	8%	$ 493.20	
41	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	8340.0	$ 26.87	$ 224,095.80		$ -	$ 70,273.60	$ 70,273.60	31%	$ 153,822.20	
42	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	4680.0	$ 32.38	$ 151,538.40		$ -	$ 80,636.40	$ 80,636.40	53%	$ 70,902.00	
43	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FI	500.0	$ 52.33	$ 26,165.00		$ -	$ 9,255.00	$ 9,255.00	35%	$ 16,910.00	
44	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER I	360.0	$ 67.53	$ 24,310.80		$ -	$ 9,277.20	$ 9,277.20	38%	$ 15,033.60	
45	TRACER WIRE SYSTEM FOR WATER	22864.0	$ 1.33	$ 30,409.12		$ -	$ 22,864.00	$ 22,864.00	75%	$ 7,545.12	
	TOTALS			$ 1,738,736.13		$ 121,974.41	$ 398,754.42	$ 520,728.82		$ 1,218,007.31	

EJCDC No. C-620 (2002 Edition)

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Progress Estimate

Contractor's Application

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8				Application Number:	2				
Application Period:	8/26/2018 TO 9/30/2018				Application Date:	30-Aug-18				
	A			B	C	D	E	F		G
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	Subtotal from Previous Page			$ 1,738,736.13		$ 121,974.41	$ 398,754.42	$ 520,728.82		$ 1,218,007.31
	WATER CONNECTION ITEMS									
46	CUT AND CAP EXISTING WATER LINE IN PLACE	6.0	$ 644.87	$ 3,869.22	-	$ -	$ 699.00	$ 699.00	18%	$ 3,170.22
47	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-RED	1.0	$ 1,038.87	$ 1,038.87	-	$ -	$ 222.00	$ 222.00	21%	$ 816.87
48	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COU	2.0	$ 1,006.18	$ 2,012.36	-	$ -	$ 478.00	$ 478.00	24%	$ 1,534.36
49	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER FI	3.0	$ 1,549.82	$ 4,649.46	-	$ -	$ 1,962.00	$ 1,962.00	42%	$ 2,687.46
50	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VA	8.0	$ 3,500.42	$ 28,003.36	-	$ -	$ -	$ -		$ 28,003.36
51	CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ V	2.0	$ 4,419.42	$ 8,838.84	-	$ -	$ -	$ -		$ 8,838.84
52	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER	1.0	$ 934.74	$ 934.74	-	$ -	$ 654.00	$ 654.00	70%	$ 280.74
53	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FI	11.0	$ 1,657.59	$ 18,233.49	-	$ -	$ 10,076.00	$ 10,076.00	55%	$ 8,157.49
54	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VA	1.0	$ 4,269.28	$ 4,269.28	-	$ -	$ 207.00	$ 207.00	5%	$ 4,062.28
55	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VA	1.0	$ 4,881.95	$ 4,881.95	-	$ -	$ -	$ -		$ 4,881.95
56	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ V	3.0	$ 6,336.12	$ 19,008.36	-	$ -	$ -	$ -		$ 19,008.36
57	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER	5.0	$ 1,129.68	$ 5,648.40	-	$ -	$ 1,775.00	$ 1,775.00	31%	$ 3,873.40
58	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER	3.0	$ 1,145.42	$ 3,436.26	-	$ -	$ 1,650.00	$ 1,650.00	48%	$ 1,786.26
	WATER VALVE ITEMS									
59	6" GATE VALVE	27.0	$ 870.57	$ 23,505.39	-	$ -	$ -	$ -		$ 23,505.39
60	8" GATE VALVE	22.0	$ 1,162.37	$ 25,572.14	-	$ -	$ -	$ -		$ 25,572.14
	WATER FIRE PROTECTION ITEMS									
61	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL TEE, VALVE,	16.0	$ 3,703.84	$ 59,261.44	-	$ -	$ 7,696.00	$ 7,696.00	13%	$ 51,565.44
62	REMOVAL OF EXISTING FIRE HYDRANT	9.0	$ 787.02	$ 7,083.18	-	$ -	$ -	$ -		$ 7,083.18
	WATER SERVICE ITEMS									
63	SERIVCE TAP (3/4") (INCL, TAPPING SADDLE, CORP STOP, ETC.	242.0	$ 412.88	$ 99,916.96	-	$ -	$ -	$ -		$ 99,916.96
64	SERIVCE TAP (1") (INCL, TAPPING SADDLE, CORP STOP, ETC.)	33.0	$ 760.38	$ 25,092.54	-	$ -	$ -	$ -		$ 25,092.54
65	SERVICE TUBING (OPEN CUT) (3/4")	1985.0	$ 6.28	$ 12,465.80	-	$ -	$ -	$ -		$ 12,465.80
66	SERVICE TUBING (OPEN CUT) (1")	400.0	$ 6.41	$ 2,564.00	-	$ -	$ -	$ -		$ 2,564.00
	TOTALS			$ 2,099,022.17		$ 121,974.41	$ 424,173.42	$ 546,147.82		$ 1,552,874.35

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Progress Estimate

Contractor's Application

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8				Application Number:	2				
Application Period:	8/26/2018 TO 9/30/2018				Application Date:	30-Aug-18				
	A			B	C	D	E	F		G
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	Subtotal from Previous Page			$ 2,099,022.17		$ 121,974.41	$ 424,173.42	$ 546,147.82		$ 1,552,874.35
67	SERVICE TUBING (BORED) (3/4")	4080.0	$ 9.92	$ 40,473.60	-	$ -	$ -	$ -		$ 40,473.60
68	SERVICE TUBING (BORED) (1")	400.0	$ 10.04	$ 4,016.00	-	$ -	$ -	$ -		$ 4,016.00
69	WATER SERVICE METER (3/4")	13.0	$ 440.65	$ 5,728.45	-	$ -	$ -	$ -		$ 5,728.45
70	WATER SERVICE METER (1")	2.0	$ 652.32	$ 1,304.64	-	$ -	$ -	$ -		$ 1,304.64
	MISCELLANEOUS CONSTRUCTION ITEMS									
71	CRUSHED AGGREGRATE (SIZE 825)	5097.0	$ 49.58	$ 252,709.26	652	$ 32,310.79	$ -	$ 32,310.79	13%	$ 220,398.47
72	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	23770.0	$ 7.68	$ 182,553.60	2,796	$ 21,473.28	$ -	$ 21,473.28	12%	$ 161,080.32
73	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	1062.0	$ 65.38	$ 69,433.56	-	$ -	$ -	$ -		$ 69,433.56
74	HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)	50.0	$ 332.97	$ 16,648.50	-	$ -	$ -	$ -		$ 16,648.50
75	9.5 MM HOT MIX ASPHALT	1652.0	$ 133.94	$ 221,268.88	-	$ -	$ -	$ -		$ 221,268.88
76	19 MM HOT MIX ASPHALT	1273.0	$ 173.59	$ 220,980.07	-	$ -	$ -	$ -		$ 220,980.07
77	CONCRETE SIDEWALK REPAIR (ALL DEPTHS)	55.0	$ 66.59	$ 3,662.45	-	$ -	$ -	$ -		$ 3,662.45
78	CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)	370.0	$ 96.86	$ 35,838.20	-	$ -	$ -	$ -		$ 35,838.20
79	CONCRETE DITCH REPAIR	95.0	$ 26.64	$ 2,530.80	-	$ -	$ -	$ -		$ 2,530.80
80	CLASS "B" CONCRETE, MINOR STRUCTURES	10.0	$ 1,816.20	$ 18,162.00	-	$ -	$ -	$ -		$ 18,162.00
81	REINFORCING STEEL	470.0	$ 4.18	$ 1,964.60	-	$ -	$ -	$ -		$ 1,964.60
82	INLET GRATINGS	765.0	$ 6.87	$ 5,255.55	-	$ -	$ -	$ -		$ 5,255.55
83	INLET CASTINGS	79.0	$ 6.20	$ 489.80	-	$ -	$ -	$ -		$ 489.80
84	12" CORRUGATED HDPE PIPE (DUAL WALL)	64.0	$ 25.55	$ 1,635.20	-	$ -	$ -	$ -		$ 1,635.20
85	15" CORRUGATED HDPE PIPE (DUAL WALL)	20.0	$ 40.48	$ 809.60	-	$ -	$ -	$ -		$ 809.60
86	12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS	32.0	$ 30.83	$ 986.56	-	$ -	$ -	$ -		$ 986.56
87	15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS	370.0	$ 27.86	$ 10,308.20	-	$ -	$ -	$ -		$ 10,308.20
88	18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS	210.0	$ 32.66	$ 6,858.60	-	$ -	$ -	$ -		$ 6,858.60
89	18"x11" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTI	76.0	$ 50.08	$ 3,806.08	-	$ -	$ -	$ -		$ 3,806.08
90	REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DI	750.0	$ 2.42	$ 1,815.00	-	$ -	$ -	$ -		$ 1,815.00
	TOTALS			$ 3,208,261.37		$ 175,758.48	$ 424,173.42	$ 599,931.89		$ 2,608,329.48

EJCDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8				Application Number:	2				
Application Period:	8/26/2018 TO 9/30/2018				Application Date:	30-Aug-18				
	A			B	C	D	E	F		G
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	Subtotal from Previous Page			$ 3,208,261.37		$ 175,758.48	$ 424,173.42	$ 599,931.89		$ 2,608,329.48
91	REMOVAL OF EXISTING CORRUGATED HDPE PIPE (ALL SIZES A	20.0	$ 18.16	$ 363.20	-	$ -	$ -	$ -		$ 363.20
92	REMOVE, SALVAGE, AND RESET EXISTING WOOD FENCE	335.0	$ 24.22	$ 8,113.70	-	$ -	$ -	$ -		$ 8,113.70
93	REMOVE, SALVAGE, AND RESET EXISTING NET WIRE FENCE	185.0	$ 12.11	$ 2,240.35	-	$ -	$ -	$ -		$ 2,240.35
94	REMOVE, SALVAGE, AND RESET EXISTING CHAIN LINK FENCE	1435.0	$ 14.53	$ 20,850.55	-	$ -	$ -	$ -		$ 20,850.55
95	6" YELLOW THERMOPLASTIC DETAIL TRAFFIC STRIPE	1550.0	$ 2.42	$ 3,751.00	-	$ -	$ -	$ -		$ 3,751.00
96	LEGEND WHITE THERMOPLASTIC TRAFFIC MARKING (6" EQUI	1440.0	$ 2.42	$ 3,484.80	-	$ -	$ -	$ -		$ 3,484.80
97	SOLID SOD (INCL SOD, TOP SOIL, FERTILIZER, WATERING, ETC.	8050.0	$ 8.48	$ 68,264.00	-	$ -	$ -	$ -		$ 68,264.00
98	LANDSCAPE RESTORATION (INCL TOP SOIL, PLANTS, MULCH, V	630.0	$ 18.16	$ 11,440.80	-	$ -	$ -	$ -		$ 11,440.80
99	CLEARING AND GRUBBING	2.0	$ 2,239.98	$ 4,479.96	-	$ -	$ -	$ -		$ 4,479.96
100	TEMPORARY EROSION CONTROL	1.0	$ 18,162.01	$ 18,162.01	-	$ -	$ -	$ -		$ 18,162.01
101	MAINTENANCE OF TRAFFIC	1.0	$ 123,743.79	$ 123,743.79	0.20	$ 24,748.76	$ -	$ 24,748.76	20%	$ 98,995.03
102	MOBILIZATION	1.0	$ 248,456.23	$ 248,456.23	0.50	$ 124,228.12	$ -	$ 124,228.12	50%	$ 124,228.12
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			$ -	$ -	-	$ -	$ -	$ -	#DIV/0!	$ -
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			$ -	$ -	-	$ -	$ -	$ -	#DIV/0!	$ -
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			$ -	$ -	-	$ -	$ -	$ -	#DIV/0!	$ -
			$ -	$ -	-	$ -	$ -	$ -	#DIV/0!	$ -
	TOTALS			$ 3,721,611.76		$ 324,735.35	$ 424,173.42	$ 748,908.77		$ 2,972,702.99

EJCDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Monthly Totals

	DESCRIPTION	1 Estimated Quantity Installed	2 Estimated Quantity Installed	3 Estimated Quantity Installed	4 Estimated Quantity Installed	5 Estimated Quantity Installed	6 Estimated Quantity Installed	7 Estimated Quantity Installed	8 Estimated Quantity Installed	9 Estimated Quantity Installed	10 Estimated Quantity Installed	TOTAL Estimated Quantity Installed
	CAMP STREET AREA SEWER PIPE ITEMS											
1	8" SDR-26 PVC SEWER PIPE (0-6')											
2	8" SDR-26 PVC SEWER PIPE (6'-8')											
3	8" SDR-26 PVC SEWER PIPE (8'-10')		651									651
4	8" SDR-26 PVC SEWER PIPE (10'-12')		178									178
5	8" SDR-26 PVC SEWER PIPE (12'-14')											
6	10" SDR-26 PVC SEWER PIPE (0-6')											
7	10" SDR-26 PVC SEWER PIPE (6'-8')	5.36	94.64									100
8	10" SDR-26 PVC SEWER PIPE (8'-10')	147.29	75									222.29
9	10" SDR-26 PVC SEWER PIPE (10'-12')	207.35	36.36									243.71
10	10" SDR-26 PVC SEWER PIPE (12'-14')											
11	10" SDR-26 PVC SEWER PIPE (14'-16')											
12	8" DUCTILE IRON SEWER PIPE (0-6')											
13	8" DUCTILE IRON SEWER PIPE (6'-8')											
14	10" DUCTILE IRON SEWER PIPE (0-6')											
15	10" DUCTILE IRON SEWER PIPE (6'-8')											
16	REMOVAL OF EXISTING SEWER LINE	360	1035									1395
17	ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)											
18	TRACER WIRE SYSTEM FOR SEWER	420	1146									1566
	SEWER MANHOLE ITEMS											
19	48" PRECAST CONCRETE SEWER MANHOLE (0-6)											
20	48" PRECAST CONCRETE SEWER MANHOLE (6-8)											
21	48" PRECAST CONCRETE SEWER MANHOLE (8-10)		2									2
22	48" PRECAST CONCRETE SEWER MANHOLE (10-12)		1									1

Monthly Totals

	DESCRIPTION	1 Estimated Quantity Installed	2 Estimated Quantity Installed	3 Estimated Quantity Installed	4 Estimated Quantity Installed	5 Estimated Quantity Installed	6 Estimated Quantity Installed	7 Estimated Quantity Installed	8 Estimated Quantity Installed	9 Estimated Quantity Installed	10 Estimated Quantity Installed	TOTAL Estimated Quantity Installed
23	48" PRECAST CONCRETE SEWER MANHOLE (12-14)											
24	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)											
25	60" PRECAST CONCRETE SEWER MANHOLE (0-6)											
26	60" PRECAST CONCRETE SEWER MANHOLE (6-8)	1										1
27	60" PRECAST CONCRETE SEWER MANHOLE (8-10)											
28	60" PRECAST CONCRETE SEWER MANHOLE (10-12)		1									1
29	60" PRECAST CONCRETE SEWER MANHOLE (6-8) (DOGHOUSE)											
30	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (DOGHOUSE)											
31	DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TYPES)		5									5
32	ABANDONMENT OF EXISTING MANHOLE											
33	DROP MANHOLE ASSEMBLY (ALL DEPTHS)											
	SEWER SERVICE ITEMS											
34	4" SANITARY SEWER SERVICE CLEANOUT	3	4									7
35	4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	2	1									3
36	6" SDR-26 PVC PIPE SANITARY SEWER SERIVCE (INCL FITTINGS)	60	185									245
37	8"x8"x6" PVC SERVICE TEE		7									7
38	10"x10"x6" PVC SERVICE TEE	5	2									7
39	8"x8"x6" DUCTILE IRON SERVICE TEE											
	WATER PIPE ITEMS											
40	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OPEN CUT)											
41	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)											
42	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)											
43	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)											
44	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)											
45	TRACER WIRE SYSTEM FOR WATER											

Monthly Totals

	DESCRIPTION	1 Estimated Quantity Installed	2 Estimated Quantity Installed	3 Estimated Quantity Installed	4 Estimated Quantity Installed	5 Estimated Quantity Installed	6 Estimated Quantity Installed	7 Estimated Quantity Installed	8 Estimated Quantity Installed	9 Estimated Quantity Installed	10 Estimated Quantity Installed	TOTAL Estimated Quantity Installed
	WATER CONNECTION ITEMS											
46	CUT AND CAP EXISTING WATER LINE IN PLACE											
47	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-REDUCER AND COUPLING)											
48	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COUPLING)											
49	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER FITTINGS)											
50	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)											
51	CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)											
52	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER FITTINGS)											
53	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FITTINGS)											
54	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)											
55	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VALVE ASSEMBLY)											
56	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)											
57	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER FITTINGS)											
58	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER FITTINGS)											
	WATER VALVE ITEMS											
59	6" GATE VALVE											
60	8" GATE VALVE											
	WATER FIRE PROTECTION ITEMS											
61	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL TEE, VALVE, HYDRANT, BRASS TAG, PIPE, & OTHER FITTINGS)											
62	REMOVAL OF EXISTING FIRE HYDRANT											
	WATER SERVICE ITEMS											
63	SERIVCE TAP (3/4") (INCL, TAPPING SADDLE, CORP STOP, ETC.)											
64	SERIVCE TAP (1") (INCL, TAPPING SADDLE, CORP STOP, ETC.)											
65	SERVICE TUBING (OPEN CUT) (3/4")											
66	SERVICE TUBING (OPEN CUT) (1")											

Monthly Totals

	DESCRIPTION	1 Estimated Quantity Installed	2 Estimated Quantity Installed	3 Estimated Quantity Installed	4 Estimated Quantity Installed	5 Estimated Quantity Installed	6 Estimated Quantity Installed	7 Estimated Quantity Installed	8 Estimated Quantity Installed	9 Estimated Quantity Installed	10 Estimated Quantity Installed	TOTAL Estimated Quantity Installed
67	SERVICE TUBING (BORED) (3/4")											
68	SERVICE TUBING (BORED) (1")											
69	WATER SERVICE METER (3/4")											
70	WATER SERVICE METER (1")											
	MISCELLANEOUS CONSTRUCTION ITEMS											
71	CRUSHED AGGREGRATE (SIZE 825)	68.35	583.34									651.69
72	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	688	2108									2796
73	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)											
74	HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)											
75	9.5 MM HOT MIX ASPHALT											
76	19 MM HOT MIX ASPHALT											
77	CONCRETE SIDEWALK REPAIR (ALL DEPTHS)											
78	CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)											
79	CONCRETE DITCH REPAIR											
80	CLASS "B" CONCRETE, MINOR STRUCTURES											
81	REINFORCING STEEL											
82	INLET GRATINGS											
83	INLET CASTINGS											
84	12" CORRUGATED HDPE PIPE (DUAL WALL)											
85	15" CORRUGATED HDPE PIPE (DUAL WALL)											
86	12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)											
87	15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)											
88	18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)											
89	18"x11" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTIC GASKETS)											
90	REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DEPTHS)											

Monthly Totals

	DESCRIPTION	1 Estimated Quantity Installed	2 Estimated Quantity Installed	3 Estimated Quantity Installed	4 Estimated Quantity Installed	5 Estimated Quantity Installed	6 Estimated Quantity Installed	7 Estimated Quantity Installed	8 Estimated Quantity Installed	9 Estimated Quantity Installed	10 Estimated Quantity Installed	TOTAL Estimated Quantity Installed
91	REMOVAL OF EXISTING CORRUGATED HDPE PIPE (ALL SIZES AND DEPTHS) AND RESET											
92	REMOVE, SALVAGE, AND RESET EXISTING WOOD FENCE											
93	REMOVE, SALVAGE, AND RESET EXISTING NET WIRE FENCE											
94	REMOVE, SALVAGE, AND RESET EXISTING CHAIN LINK FENCE											
95	6" YELLOW THERMOPLASTIC DETAIL TRAFFIC STRIPE											
96	LEGEND WHITE THERMOPLASTIC TRAFFIC MARKING (6" EQUIVALENT)											
97	SOLID SOD (INCL SOD, TOP SOIL, FERTILIZER, WATERING, ETC.)											
98	LANDSCAPE RESTORATION (INCL TOP SOIL, PLANTS, MULCH, WATERING, ETC.)											
99	CLEARING AND GRUBBING											
100	TEMPORARY EROSION CONTROL											
101	MAINTENANCE OF TRAFFIC	0.1	0.1									0.2
102	MOBILIZATION	0.5										0.5

Stored Material Summary

2 's Application

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8	8/26/2018	9/30/2018	Application Number:	2
Application Period:	8/26/2018 TO 9/30/2018			Application Date:	30-Aug-18

A	B	C	D		E		F		G
			Stored Previously		Stored this Month		Incorporated in Work		
Pay Item No.	Unit Price	Materials Description	Quantity	Amount ($)	Quantity	Amount ($)	Quantity	Amount ($)	Materials Remaining in Storage ($) (D + E - F)
		CAMP STREET AREA SEWER PIPE ITEMS							
1	$ 4.48	8" SDR-26 PVC SEWER PIPE (0-6')	-	$ -	2,109	$ 9,448.32		$ -	$ 9,448.32
2	$ 4.48	8" SDR-26 PVC SEWER PIPE (6'-8')	-	$ -	5,576	$ 24,980.48		$ -	$ 24,980.48
3	$ 4.48	8" SDR-26 PVC SEWER PIPE (8'-10')	-	$ -	2,961	$ 13,265.28	651	$ 2,916.48	$ 10,348.80
4	$ 4.48	8" SDR-26 PVC SEWER PIPE (10'-12')	-	$ -	863	$ 3,866.24	178	$ 797.44	$ 3,068.80
5	$ 4.48	8" SDR-26 PVC SEWER PIPE (12'-14')	-	$ -	249	$ 1,115.52		$ -	$ 1,115.52
6	$ 7.04	10" SDR-26 PVC SEWER PIPE (0-6')	-	$ -	25	$ 176.00		$ -	$ 176.00
7	$ 7.04	10" SDR-26 PVC SEWER PIPE (6'-8')	-	$ -	351	$ 2,471.04	100	$ 704.00	$ 1,767.04
8	$ 7.04	10" SDR-26 PVC SEWER PIPE (8'-10')	-	$ -	325	$ 2,288.00	222	$ 1,564.92	$ 723.08
9	$ 7.04	10" SDR-26 PVC SEWER PIPE (10'-12')	-	$ -	239	$ 1,682.56	244	$ 1,715.72	$ -
10	$ 7.04	10" SDR-26 PVC SEWER PIPE (12'-14')	-	$ -	130	$ 915.20		$ -	$ 915.20
11	$ 7.04	10" SDR-26 PVC SEWER PIPE (14'-16')	-	$ -	8	$ 56.32		$ -	$ 56.32
12	$ 28.12	8" DUCTILE IRON SEWER PIPE (0-6')	-	$ -	384	$ 10,798.08		$ -	$ 10,798.08
13	$ 28.12	8" DUCTILE IRON SEWER PIPE (6'-8')	-	$ -	20	$ 562.40		$ -	$ 562.40
14	$ 38.12	10" DUCTILE IRON SEWER PIPE (0-6')	-	$ -	25	$ 953.00		$ -	$ 953.00
15	$ 38.12	10" DUCTILE IRON SEWER PIPE (6'-8')	-	$ -	30	$ 1,143.60		$ -	$ 1,143.60
16		REMOVAL OF EXISTING SEWER LINE	-	$ -		$ -	1,395	$ -	$ -
17		ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)	-	$ -		$ -		$ -	$ -
18	$ 1.14	TRACER WIRE SYSTEM FOR SEWER	-	$ -	19,153	$ 21,834.42	1,566	$ 1,785.24	$ 20,049.18
		SEWER MANHOLE ITEMS							
19	$ 876.99	48" PRECAST CONCRETE SEWER MANHOLE (0-6)	-	$ -	6	$ 5,261.94		$ -	$ 5,261.94
20	$ 1,018.02	48" PRECAST CONCRETE SEWER MANHOLE (6-8)	-	$ -	32	$ 32,576.64		$ -	$ 32,576.64
21	$ 1,191.00	48" PRECAST CONCRETE SEWER MANHOLE (8-10)	-	$ -	8	$ 9,528.00	2	$ 2,382.00	$ 7,146.00
22	$ 1,346.00	48" PRECAST CONCRETE SEWER MANHOLE (10-12)	-	$ -	1	$ 1,346.00	1	$ 1,346.00	$ -
		TOTALS		$ -		$ 144,269.04		$ 13,211.80	$131,090.40
		10/2/2018							

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Stored Material Summary

Contractor's Application

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8						Application Number:	2			
Application Period:	8/26/2018 TO 9/30/2018						Application Date:	30-Aug-18			
A	B	C	D		E		F		G		
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage ($) (D + E - F)		
			Quantity	Amount ($)	Quantity	Amount ($)	Quantity	Amount ($)			
		Subtotal From Previous Page				144269.04		13211.8		131090.3984	
23	$ 1,412.67	48" PRECAST CONCRETE SEWER MANHOLE (12-14)	-	$ -	3	$ 4,238.01		$ -		$ 4,238.01	
24	$ 929.33	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)	-	$ -	3	$ 2,787.99		$ -		$ 2,787.99	
25	$ 1,552.52	60" PRECAST CONCRETE SEWER MANHOLE (0-6)	-	$ -	1	$ 1,552.52		$ -		$ 1,552.52	
26	$ 1,550.00	60" PRECAST CONCRETE SEWER MANHOLE (6-8)	-	$ -	1	$ 1,550.00	1	$ 1,550.00		$ -	
27	$ 1,850.00	60" PRECAST CONCRETE SEWER MANHOLE (8-10)	-	$ -	1	$ 1,850.00		$ -		$ 1,850.00	
28	$ 2,156.00	60" PRECAST CONCRETE SEWER MANHOLE (10-12)	-	$ -	1	$ 2,156.00	1	$ 2,156.00		$ -	
29	$ 575.00	60" PRECAST CONCRETE SEWER MANHOLE (6-8) (DOGHOUSE)	-	$ -	2	$ 1,150.00		$ -		$ 1,150.00	
30	$ 2,665.00	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (DOGHOUSE)	-	$ -	1	$ 2,665.00		$ -		$ 2,665.00	
31		DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TYPES)	-	$ -		$ -	5	$ -		$ -	
32		ABANDONMENT OF EXISTING MANHOLE	-	$ -		$ -		$ -		$ -	
33	$ 649.28	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	-	$ -	1	$ 649.28		$ -		$ 649.28	
		SEWER SERVICE ITEMS									
34	$ 166.26	4" SANITARY SEWER SERVICE CLEANOUT	-	$ -	220	$ 36,577.20	7	$ 1,163.82		$ 35,413.38	
35		4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	-	$ -		$ -	3	$ -		$ -	
36	$ 2.34	6" SDR-26 PVC PIPE SANITARY SEWER SERIVCE (INCL FITTINGS)	-	$ -	3,792	$ 8,873.28	245	$ 573.30		$ 8,299.98	
37	$ 58.40	8"x8"x6" PVC SERVICE TEE	-	$ -	203	$ 11,855.20	7	$ 408.80		$ 11,446.40	
38	$ 220.22	10"x10"x6" PVC SERVICE TEE	-	$ -	20	$ 4,404.40	7	$ 1,541.54		$ 2,862.86	
39	$ 480.00	8"x8"x6" DUCTILE IRON SERVICE TEE	-	$ -	5	$ 2,400.00		$ -		$ 2,400.00	
		WATER PIPE ITEMS									
40	$ 1.06	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OPEN CUT)	-	$ -	40	$ 42.40		$ -		$ 42.40	
41	$ 13.15	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	-	$ -	5,344	$ 70,273.60		$ -		$ 70,273.60	
42	$ 17.23	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	-	$ -	4,680	$ 80,636.40		$ -		$ 80,636.40	
43	$ 18.51	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)	-	$ -	500	$ 9,255.00		$ -		$ 9,255.00	
44	$ 25.77	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)	-	$ -	360	$ 9,277.20		$ -		$ 9,277.20	
45	$ 1.00	TRACER WIRE SYSTEM FOR WATER	-	$ -	22,864	$ 22,864.00		$ -		$ 22,864.00	
		TOTALS		$ -		$ 419,326.52		$ 20,605.26		$ 398,754.42	

EJCDC No. C-620 (2002 Edition)

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Stored Material Summary

Contractor's Application

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8						Application Number:	2			
Application Period:	8/26/2018 TO 9/30/2018						Application Date:	30-Aug-18			
A	B	C	D		E		F		G		
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage ($) (D + E - F)		
			Quantity	Amount ($)	Quantity	Amount ($)	Quantity	Amount ($)			
		Subtotal From Previous Page				419326.52		20605.26		398754.4184	
		WATER CONNECTION ITEMS									
46	$ 116.50	CUT AND CAP EXISTING WATER LINE IN PLACE	-	$ -	6	$ 699.00		$ -	$	699.00	
47	$ 222.00	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-REDUCER AND COUPLING)	-	$ -	1	$ 222.00		$ -	$	222.00	
48	$ 239.00	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COUPLING)	-	$ -	2	$ 478.00		$ -	$	478.00	
49	$ 654.00	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER FITTINGS)	-	$ -	3	$ 1,962.00		$ -	$	1,962.00	
50		CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)	-	$ -		$ -		$ -	$	-	
51		CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)	-	$ -		$ -		$ -	$	-	
52	$ 654.00	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER FITTINGS)	-	$ -	1	$ 654.00		$ -	$	654.00	
53	$ 916.00	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FITTINGS)	-	$ -	11	$ 10,076.00		$ -	$	10,076.00	
54	$ 207.00	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)	-	$ -	1	$ 207.00		$ -	$	207.00	
55		CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VALVE ASSEMBLY)	-	$ -		$ -		$ -	$	-	
56		CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)	-	$ -		$ -		$ -	$	-	
57	$ 355.00	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER FITTINGS)	-	$ -	5	$ 1,775.00		$ -	$	1,775.00	
58	$ 550.00	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER FITTINGS)	-	$ -	3	$ 1,650.00		$ -	$	1,650.00	
		WATER VALVE ITEMS									
59		6" GATE VALVE	-	$ -		$ -		$ -	$	-	
60		8" GATE VALVE	-	$ -		$ -		$ -	$	-	
		WATER FIRE PROTECTION ITEMS									
61	$ 481.00	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL TEE, VALVE, HYDRANT, BRASS TAG, PIPE, & OT	-	$ -	16	$ 7,696.00		$ -	$	7,696.00	
62		REMOVAL OF EXISTING FIRE HYDRANT	-	$ -		$ -		$ -	$	-	
		WATER SERVICE ITEMS									
63		SERIVCE TAP (3/4") (INCL, TAPPING SADDLE, CORP STOP, ETC.)	-	$ -		$ -		$ -	$	-	
64		SERIVCE TAP (1") (INCL, TAPPING SADDLE, CORP STOP, ETC.)	-	$ -		$ -		$ -	$	-	
65		SERVICE TUBING (OPEN CUT) (3/4")	-	$ -		$ -		$ -	$	-	
66		SERVICE TUBING (OPEN CUT) (1")	-	$ -		$ -		$ -	$	-	
		TOTALS		$ -		$ 444,745.52		$ 20,605.26	$	424,173.42	

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Stored Material Summary

Contractor's Application

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8					Application Number:	2			
Application Period:	8/26/2018 TO 9/30/2018					Application Date:	30-Aug-18			
A	B	C	D		E		F		G	
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage ($) (D + E - F)	
			Quantity	Amount ($)	Quantity	Amount ($)	Quantity	Amount ($)		
		Subtotal From Previous Page				444745.52		20605.26	424173.4184	
67		SERVICE TUBING (BORED) (3/4")	-	$ -		$ -		$ -	$	-
68		SERVICE TUBING (BORED) (1")	-	$ -		$ -		$ -	$	-
69		WATER SERVICE METER (3/4")	-	$ -		$ -		$ -	$	-
70		WATER SERVICE METER (1")	-	$ -		$ -		$ -	$	-
		MISCELLANEOUS CONSTRUCTION ITEMS								
71		CRUSHED AGGREGRATE (SIZE 825)	-	$ -		$ -	652	$ -	$	-
72		SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	-	$ -		$ -	2,796	$ -	$	-
73		CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	-	$ -		$ -		$ -	$	-
74		HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)	-	$ -		$ -		$ -	$	-
75		9.5 MM HOT MIX ASPHALT	-	$ -		$ -		$ -	$	-
76		19 MM HOT MIX ASPHALT	-	$ -		$ -		$ -	$	-
77		CONCRETE SIDEWALK REPAIR (ALL DEPTHS)	-	$ -		$ -		$ -	$	-
78		CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)	-	$ -		$ -		$ -	$	-
79		CONCRETE DITCH REPAIR	-	$ -		$ -		$ -	$	-
80		CLASS "B" CONCRETE, MINOR STRUCTURES	-	$ -		$ -		$ -	$	-
81		REINFORCING STEEL	-	$ -		$ -		$ -	$	-
82		INLET GRATINGS	-	$ -		$ -		$ -	$	-
83		INLET CASTINGS	-	$ -		$ -		$ -	$	-
84		12" CORRUGATED HDPE PIPE (DUAL WALL)	-	$ -		$ -		$ -	$	-
85		15" CORRUGATED HDPE PIPE (DUAL WALL)	-	$ -		$ -		$ -	$	-
86		12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	-	$ -		$ -		$ -	$	-
87		15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	-	$ -		$ -		$ -	$	-
88		18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	-	$ -		$ -		$ -	$	-
89		18"x11" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTIC GASKETS)	-	$ -		$ -		$ -	$	-
90		REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DEPTHS)	-	$ -		$ -		$ -	$	-
		TOTALS		$ -		$ 444,745.52		$ 20,605.26	$ 424,173.42	

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Stored Material Summary

Contractor's Application

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8			Application Number:	2				
Application Period:	8/26/2018 TO 9/30/2018			Application Date:	30-Aug-18				
A	B	C	D		E		F		G
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage ($) (D + E - F)
			Quantity	Amount ($)	Quantity	Amount ($)	Quantity	Amount ($)	
		Subtotal From Previous Page							
91		REMOVAL OF EXISTING CORRUGATED HDPE PIPE (ALL SIZES AND DEPTHS) AND RESET	-	$ -		$ -		$ -	$ -
92		REMOVE, SALVAGE, AND RESET EXISTING WOOD FENCE	-	$ -		$ -		$ -	$ -
93		REMOVE, SALVAGE, AND RESET EXISTING NET WIRE FENCE	-	$ -		$ -		$ -	$ -
94		REMOVE, SALVAGE, AND RESET EXISTING CHAIN LINK FENCE	-	$ -		$ -		$ -	$ -
95		6" YELLOW THERMOPLASTIC DETAIL TRAFFIC STRIPE	-	$ -		$ -		$ -	$ -
96		LEGEND WHITE THERMOPLASTIC TRAFFIC MARKING (6" EQUIVALENT)	-	$ -		$ -		$ -	$ -
97		SOLID SOD (INCL SOD, TOP SOIL, FERTILIZER, WATERING, ETC.)	-	$ -		$ -		$ -	$ -
98		LANDSCAPE RESTORATION (INCL TOP SOIL, PLANTS, MULCH, WATERING, ETC.)	-	$ -		$ -		$ -	$ -
99		CLEARING AND GRUBBING	-	$ -		$ -		$ -	$ -
100		TEMPORARY EROSION CONTROL	-	$ -		$ -		$ -	$ -
101		MAINTENANCE OF TRAFFIC	-	$ -		$ -	0	$ -	$ -
102		MOBILIZATION	-	$ -		$ -	1	$ -	$ -
			-	$ -		$ -		$ -	$ -
			-	$ -		$ -		$ -	$ -
			-	$ -		$ -		$ -	$ -
			-	$ -		$ -		$ -	$ -
			-	$ -		$ -		$ -	$ -
			-	$ -		$ -		$ -	$ -
			-	$ -		$ -		$ -	$ -
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			-	$ -		$ -		$ -	$ -
			-	$ -		$ -		$ -	$ -
			-	$ -		$ -		$ -	$ -
		TOTALS		$ -		$ -		$ -	$ -

EJCDC No. C-620 (2002 Edition)

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sdw
Engineering Progress

October 11, 2018

City of Hattiesburg
Post Office Box 1898
Hattiesburg MS 39403-1898

Attn: Lamar Rutland, P.E.

**RE: Comprehensive Sewer Improvements Ph V -
City of Hattiesburg**

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 9 for the above referenced project in the amount of $25,674.29.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/aa

cc: Terry Jackson, SDW

RECEIVED 10/12/18

093695.7220.54
MB 2017-403

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

Contractor's Application For Payment No. 9

	Application Period: Beginning: 8/26/2018 Ending: 9/30/2018	Application Date: 2-Oct-18
To (Owner): CITY OF HATTIESBURG	From (Contractor): C.B. DEVELOPERS, INC.	Via (Engineer): SHOWS, DEARMAN & WAITS, INC.
Project: COMPRENHENSIVE SEWER PHASE 5	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS	$ -	$ -
NET CHANGE BY CHANGE ORDERS	$ -	

1.	**ORIGINAL CONTRACT PRICE**	$ 1,077,240.50
2.	**Net change by Change Orders**	$ -
3.	**CURRENT CONTRACT PRICE (LINE 1 + 2)**	$ 1,077,240.50
4.	**TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimates)**	$ 1,018,005.90
5.	**RETAINAGE:**	
	a. **5.0 % x Work Completed**	$ 50,900.29
	b. **5.0% x Stored Material**	$ -
	c. **Total Retainage (line 5a + line 5b)**	$ 50,900.29
6.	**AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)**	$ 967,105.61
7.	**LESS PREVIOUS PAYMENTS (Line 6 from prior Application)**	$ 941,431.32
8.	**AMOUNT DUE THIS APPLICATION**	***$ 25,674.29***
9.	**BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)**	$ 110,134.89

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Date: 10/2/2018

Payment of: **$25,674.29**
(Line 8 or other - attach explanation of other amount)

Is recommended by: _____ 10-11-18
(Engineer) (Date)

Payment of: **$25,674.29**
(Line 8 or other - attach explanation of other amount)

Is approved by: _____ _____
(Owner) (Date)

Is approved by: _____ _____
(Owner) (Date)

Approved by: _____ _____
(Funding Agency, if applicable) (Date)

EJCDC No. C-620 (2002 Edition)

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Progress Estimate

9 ctor's Application

For (contract):	COMPRENHENSIVE SEWER PHASE 5	8/26/2018	9/30/2018	Application Number:	10/2/2018
Application Period:	8/26/2018 TO 9/30/2018			Application Date:	2-Oct-18

	A			B	C	D	E	F		G
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	SITE 1-DOGWOOD DRIVE									
1	**4" 160 PSI PVC SANITARY SEWER FORCE MAIN (ALL DEPTHS)**	**1000.0**	$ 7.84	$ 7,840.00	982	$ 7,698.88	$0.00	$ 7,698.88	98%	$ 141.12
2	**8" SDR 26 PVC SEWER PIPE (0-6')**	**1098.0**	$ 24.16	$ 26,527.68	966	$ 23,338.56	$0.00	$ 23,338.56	88%	$ 3,189.12
3	**8" SDR 26 PVC SEWER PIPE (6'-8')**	**601.0**	$ 26.56	$ 15,962.56	707	$ 18,777.92	$0.00	$ 18,777.92	118%	$ (2,815.36)
4	**8" SDR 26 PVC SEWER PIPE (8'-10')**	**123.0**	$ 38.55	$ 4,741.65	146	$ 5,628.30	$0.00	$ 5,628.30	119%	$ (886.65)
5	**8" SDR 26 PVC SEWER PIPE (10'-12')**	**101.0**	$ 43.34	$ 4,377.34	48	$ 2,080.32	$0.00	$ 2,080.32	48%	$ 2,297.02
6	**8" SDR 26 PVC SEWER PIPE (12'-14')**	**135.0**	$ 48.14	$ 6,498.90	55	$ 2,647.70	$0.00	$ 2,647.70	41%	$ 3,851.20
7	**AIR RELEASE AND VACUUM VALVE ASSEMBLY (INCLUDING PR**	**1.0**	$ 4,189.24	$ 4,189.24	1	$ 4,189.24	$0.00	$ 4,189.24	100%	$ -
	MANHOLE ITEMS									
8	**48" PRECAST CONCRETE SEWER MANHOLE (0-6')**	**3.0**	$ 2,689.82	$ 8,069.46	2	$ 5,379.64	$0.00	$ 5,379.64	67%	$ 2,689.82
9	**48" PRECAST CONCRETE SEWER MANHOLE (6'-8')**	**8.0**	$ 3,176.78	$ 25,414.24	7	$ 22,237.46	$0.00	$ 22,237.46	88%	$ 3,176.78
10	**48" PRECAST CONCRETE SEWER MANHOLE (8'-10')**	**1.0**	$ 3,658.87	$ 3,658.87	1	$ 3,658.87	$0.00	$ 3,658.87	100%	$ -
11	**48" PRECAST CONCRETE SEWER MANHOLE (10'-12')**	**1.0**	$ 4,190.30	$ 4,190.30	-	$ -	$0.00	$ -	0%	$ 4,190.30
12	**48" PRECAST CONCRETE SEWER MANHOLE (12'-14')**	**1.0**	$ 4,382.73	$ 4,382.73	1	$ 4,382.73	$0.00	$ 4,382.73	100%	$ -
	SEWER SERVICE ITEMS									
13	**6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)**	**942.0**	$ 10.60	$ 9,985.20	898	$ 9,518.80	$0.00	$ 9,518.80	95%	$ 466.40
14	**8" X 8" X 6" PVC TEE**	**8.0**	$ 323.75	$ 2,590.00	9	$ 2,913.75	$0.00	$ 2,913.75	113%	$ (323.75)
15	**6" PVC CLEANOUT**	**8.0**	$ 359.74	$ 2,877.92	15	$ 5,396.10	$0.00	$ 5,396.10	188%	$ (2,518.18)
	LIFT STATION ITEMS									
16	**LIFT STATION INCL CLEARING AND GRUBBING, BORROW MAT**	**1.0**	$ 207,236.80	$ 207,236.80	1	$ 207,236.80	$0.00	$ 207,236.80	100%	$ -
	MISCELLANEOUS CONSTRUCTION ITEMS									
17	**ABANDONMENT OF SEPTIC TANKS**	**7.0**	$ 359.68	$ 2,517.76	5	$ 1,798.40	$0.00	$ 1,798.40	71%	$ 719.36
18	**DROP MANHOLE ASSEMBLY (ALL DEPTHS)**	**3.0**	$ 869.23	$ 2,607.69	3	$ 2,607.69	$0.00	$ 2,607.69	100%	$ -
19	**WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTIN**	**4.0**	$ 599.95	$ 2,399.80	-	$ -	$0.00	$ -	0%	$ 2,399.80
20	**CRUSHED AGGREGRATE (SIZE 825)**	**612.0**	$ 44.96	$ 27,515.52	874	$ 39,303.13	$0.00	$ 39,303.13	143%	$ (11,787.61)
	TOTALS			**$ 373,583.66**		**$ 368,794.29**	**$0.00**	**$ 368,794.29**		**$ 4,789.37**

EJCDC No. C-620 (2002 Edition) 10/2/2018

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Progress Estimate

Contractor's Application

For (contract):	COMPRENHENSIVE SEWER PHASE 5				Application Number:	43375				
Application Period:	8/26/2018 TO 9/30/2018				Application Date:	2-Oct-18				
	A			B	C	D	E	F		G
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	Subtotal from Previous Page			$ 373,583.66		$ 368,794.29	$0.00	$ 368,794.29		$ 4,789.37
21	**SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM**	**2495.0**	$ 10.79	$ 26,921.05	56	$ 604.24	$0.00	$ 604.24	2%	$ 26,316.81
22	**HOT MIX ASPHALT, ST, 9.5MM**	**208.0**	$ 167.85	$ 34,912.80	89	$ 14,935.29	$0.00	$ 14,935.29	43%	$ 19,977.51
23	**CONCRETE PAVEMENT REPAIR (ALL DEPTHS)**	**57.0**	$ 59.95	$ 3,417.15	-	$ -	$0.00	$ -	0%	$ 3,417.15
24	**REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)**	**16.0**	$ 11.99	$ 191.84	72	$ 863.28	$0.00	$ 863.28	450%	$ (671.44)
25	**30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS**	**16.0**	$ 95.92	$ 1,534.72	-	$ -	$0.00	$ -	0%	$ 1,534.72
26	**CLASS "B" CONCRETE, MINOR STRUCTURES**	**5.0**	$ 2,353.82	$ 11,769.10	-	$ -	$0.00	$ -	0%	$ 11,769.10
27	**GRASSING**	**1.0**	$ 3,896.56	$ 3,896.56	-	$ -	$0.00	$ -	0%	$ 3,896.56
28	**EROSION CONTROL**	**1.0**	$ 6,594.17	$ 6,594.17	1	$ 3,297.09	$0.00	$ 3,297.09	50%	$ 3,297.09
29	**MOBILIZATION**	**1.0**	$ 44,960.26	$ 44,960.26	1	$ 44,960.26	$0.00	$ 44,960.26	100%	$ -
30	**MAINTENANCE OF TRAFFIC**	**1.0**	$ 29,973.50	$ 29,973.50	1	$ 29,973.50	$0.00	$ 29,973.50	100%	$ -
	SITE 2-CORRINE STREET, EMERALD LANE & DUKE AVENUE									
1	**8" SDR 26 PVC SEWER PIPE (6'-8')**	**243.0**	$ 24.46	$ 5,943.78	448	$ 10,958.08	$0.00	$ 10,958.08	184%	$ (5,014.30)
2	**8" SDR 26 PVC SEWER PIPE (8'-10')**	**635.0**	$ 26.56	$ 16,865.60	865	$ 22,974.40	$0.00	$ 22,974.40	136%	$ (6,108.80)
3	**8" SDR 26 PVC SEWER PIPE (10'-12')**	**125.0**	$ 28.95	$ 3,618.75	115	$ 3,329.25	$0.00	$ 3,329.25	92%	$ 289.50
4	**8" SDR 26 PVC SEWER PIPE (12'-14')**	**137.0**	$ 31.35	$ 4,294.95	145	$ 4,545.75	$0.00	$ 4,545.75	106%	$ (250.80)
5	**8" SDR 26 PVC SEWER PIPE (14'-16')**	**102.0**	$ 36.15	$ 3,687.30	102	$ 3,687.30	$0.00	$ 3,687.30	100%	$ -
6	**8" SDR 26 PVC SEWER PIPE (16'-18')**	**187.0**	$ 40.94	$ 7,655.78	327	$ 13,387.38	$0.00	$ 13,387.38	175%	$ (5,731.60)
7	**8" SDR 11 HDPE SEWER SERVICE BORE**	**275.0**	$ 59.47	$ 16,354.25	268	$ 15,937.96	$0.00	$ 15,937.96	97%	$ 416.29
8	**15" SDR 26 PVC SEWER PIPE (6'-8')**	**733.0**	$ 38.50	$ 28,220.50	647	$ 24,909.50	$0.00	$ 24,909.50	88%	$ 3,311.00
9	**15" SDR 26 PVC SEWER PIPE (8'-10')**	**336.0**	$ 43.29	$ 14,545.44	315	$ 13,636.35	$0.00	$ 13,636.35	94%	$ 909.09
10	**15" SDR 26 PVC SEWER PIPE (10'-12')**	**225.0**	$ 48.09	$ 10,820.25	266	$ 12,791.94	$0.00	$ 12,791.94	118%	$ (1,971.69)
11	**24" STEEL CASING (BORED)**	**60.0**	$ 213.46	$ 12,807.60	30	$ 6,403.80	$0.00	$ 6,403.80	50%	$ 6,403.80
	MANHOLE ITEMS									
12	**48" PRECAST CONCRETE SEWER MANHOLE (8'-10')**	**3.0**	$ 3,179.29	$ 9,537.87	4	$ 12,717.16	$0.00	$ 12,717.16	133%	$ (3,179.29)
13	**48" PRECAST CONCRETE SEWER MANHOLE (12'-14')**	**1.0**	$ 3,663.36	$ 3,663.36	1	$ 3,663.36	$0.00	$ 3,663.36	100%	$ -
	TOTALS			**$ 675,770.24**		**$ 612,370.18**	**$0.00**	**$ 612,370.18**		**$ 63,400.06**

EJCDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract):	COMPRENHENSIVE SEWER PHASE 5				Application Number:	43375				
Application Period:	8/26/2018 TO 9/30/2018				Application Date:	2-Oct-18				
	A			B	C	D	E	F		G
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	Subtotal from Previous Page			$ 675,770.24		$ 612,370.18	$0.00	$ 612,370.18		$ 63,400.06
14	48" PRECAST CONCRETE SEWER MANHOLE (14'-16')	1.0	$ 4,675.87	$ 4,675.87	1	$ 4,675.87	$0.00	$ 4,675.87	100%	$ -
15	60" PRECAST CONCRETE SEWER MANHOLE (6'-8')	3.0	$ 4,615.92	$ 13,847.76	2	$ 9,231.84	$0.00	$ 9,231.84	67%	$ 4,615.92
16	60" PRECAST CONCRETE SEWER MANHOLE (10'-12')	2.0	$ 4,991.79	$ 9,983.58	3	$ 14,975.37	$0.00	$ 14,975.37	150%	$ (4,991.79)
17	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	3.0	$ 869.23	$ 2,607.69	1	$ 869.23	$0.00	$ 869.23	33%	$ 1,738.46
18	DEMOLITION AND REMOVAL OF EXISTING SEWER MANHOLE	8.0	$ 1,498.68	$ 11,989.44	8	$ 11,989.44	$0.00	$ 11,989.44	100%	$ -
	SEWER SERVICE ITEMS									
19	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)	270.0	$ 10.56	$ 2,851.20	846	$ 8,933.76	$0.00	$ 8,933.76	313%	$ (6,082.56)
20	8" X 8" X 6" PVC TEE	3.0	$ 323.75	$ 971.25	15	$ 4,856.25	$0.00	$ 4,856.25	500%	$ (3,885.00)
21	SERVICE CONNECTION (INSERT A TEE)	6.0	$ 585.08	$ 3,510.48	17	$ 9,946.36	$0.00	$ 9,946.36	283%	$ (6,435.88)
22	6" PVC CLEANOUT	9.0	$ 370.47	$ 3,334.23	32	$ 11,855.04	$0.00	$ 11,855.04	356%	$ (8,520.81)
	MISCELLANOUS CONSTRUCTION ITEMS									
23	WATER SERVICE REPAIR (INCLUDING SERIVCE TUBING, FITTIN	8.0	$ 669.01	$ 5,352.08	11	$ 7,359.11	$0.00	$ 7,359.11	138%	$ (2,007.03)
24	CRUSHED AGGREGRATE (SIZE 825)	1387.0	$ 44.96	$ 62,359.52	1,333.32	$ 59,946.07	$0.00	$ 59,946.07	96%	$ 2,413.45
25	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	8090.0	$ 11.39	$ 92,145.10	3,396	$ 38,681.01	$0.00	$ 38,681.01	42%	$ 53,464.09
26	HOT MIX ASPHALT, ST, 9.5MM	530.0	$ 167.85	$ 88,960.50	726	$ 121,830.57	$0.00	$ 121,830.57	137%	$ (32,870.07)
27	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	25.0	$ 59.95	$ 1,498.75	26	$ 1,563.50	$0.00	$ 1,563.50	104%	$ (64.75)
28	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)	180.0	$ 11.99	$ 2,158.20	288	$ 3,453.12	$0.00	$ 3,453.12	160%	$ (1,294.92)
29	12" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	24.0	$ 39.57	$ 949.68	-	$ -	$0.00	$ -	0%	$ 949.68
30	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	64.0	$ 43.16	$ 2,762.24	168	$ 7,250.88	$0.00	$ 7,250.88	263%	$ (4,488.64)
31	21" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	40.0	$ 52.75	$ 2,110.00	-	$ -	$0.00	$ -	0%	$ 2,110.00
32	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	48.0	$ 70.74	$ 3,395.52	120	$ 8,488.80	$0.00	$ 8,488.80	250%	$ (5,093.28)
33	CLASS "B" CONCRETE, MINOR STRUCTURES	1.0	$ 2,381.10	$ 2,381.10	-	$ -	$0.00	$ -	0%	$ 2,381.10
34	GRASSING	1.0	$ 3,896.56	$ 3,896.56	-	$ -	$0.00	$ -	0%	$ 3,896.56
35	EROSION CONTROL	1.0	$ 7,793.11	$ 7,793.11	1	$ 7,793.11	$0.00	$ 7,793.11	100%	$ -
36	MOBILIZATION	1.0	$ 41,962.90	$ 41,962.90	1.00	$ 41,962.90	$0.00	$ 41,962.90	100%	$ -
	TOTALS			$ 1,047,267.00		$ 988,032.40	$0.00	$ 988,032.40		$ 59,234.60

EJCDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract):	COMPRENHENSIVE SEWER PHASE 5					Application Number:	43375				
Application Period:	8/26/2018 TO 9/30/2018					Application Date:	2-Oct-18				
	A			B	C	D	E	F		G	
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)	
	Subtotal from Previous Page			$ 1,047,267.00		$ 988,032.40	$0.00	$ 988,032.40		$ 59,234.60	
37	**MAINTENANCE OF TRAFFIC**	**1.0**	$ 29,973.50	$ 29,973.50	1	$ 29,973.50	$0.00	$ 29,973.50	100%	$ -	
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0	**0**	**0.0**	$ -	$ -	-	$ -	$0.00	$ -	#DIV/0!	$ -	
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0	**0**	**0.0**	$ -	$ -	-	$ -	$0.00	$ -	#DIV/0!	$ -	
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0	**0**	**0.0**	$ -	$ -	-	$ -	$0.00	$ -	#DIV/0!	$ -	
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0	**0**	**0.0**	$ -	$ -	-	$ -	$0.00	$ -	#DIV/0!	$ -	
0	**0**	**0.0**	$ -	$ -	-	$ -	$0.00	$ -	#DIV/0!	$ -	
0	**0**	**0.0**	$ -	$ -	-	$ -	$0.00	$ -	#DIV/0!	$ -	
	TOTALS			**$ 1,077,240.50**		**$ 1,018,005.90**	**$0.00**	**$ 1,018,005.90**		**$ 59,234.60**	

Monthly Totals

	DESCRIPTION	1 Estimated Quantity Installed	2 Estimated Quantity Installed	3 Estimated Quantity Installed	4 Estimated Quantity Installed	5 Estimated Quantity Installed	6 Estimated Quantity Installed	7 Estimated Quantity Installed	8 Estimated Quantity Installed	9 Estimated Quantity Installed	10 Estimated Quantity Installed	TOTAL Estimated Quantity Installed
	SITE 1-DOGWOOD DRIVE											0
1	4" 160 PSI PVC SANITARY SEWER FORCE MAIN (ALL DEPTHS)						745	237				982
2	8" SDR 26 PVC SEWER PIPE (0-6')					423	543					966
3	8" SDR 26 PVC SEWER PIPE (6'-8')					151	184	372				707
4	8" SDR 26 PVC SEWER PIPE (8'-10')					96	50					146
5	8" SDR 26 PVC SEWER PIPE (10'-12')						48					48
6	8" SDR 26 PVC SEWER PIPE (12'-14')						55					55
7	AIR RELEASE AND VACUUM VALVE ASSEMBLY (INCLUDING PRECAST CONCRETE MANHOLE)							1				1
6	MANHOLE ITEMS											0
8	48" PRECAST CONCRETE SEWER MANHOLE (0-6')						1			1		2
9	48" PRECAST CONCRETE SEWER MANHOLE (6'-8')					3	2			2		7
10	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')					1						1
11	48" PRECAST CONCRETE SEWER MANHOLE (10'-12')											0
12	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')						1					1
	SEWER SERVICE ITEMS											0
13	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)					144	369	282		103		898
14	8" X 8" X 6" PVC TEE					2	4	2		1		9
15	6" PVC CLEANOUT					3	4	3		5		15
	LIFT STATION ITEMS											0
16	LIFT STATION INCL CLEARING AND GRUBBING, BORROW MATERIAL, CRUSHED AGGREGRATE, CONCRETE WET WELL, PUMPS, ELECTRICAL, DISCONNECT, VAL					0.25	0.5		0.2	0.05		1
	MISCELLANEOUS CONSTRUCTION ITEMS											0
17	ABANDONMENT OF SEPTIC TANKS									5		5
18	DROP MANHOLE ASSEMBLY (ALL DEPTHS)									3		3
19	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTINGS, CORP STOP, CURB STOP, TAPPING SADDLE, ETC.)											0
20	CRUSHED AGGREGRATE (SIZE 825)					12.08		77.75	784.35			874.18

Monthly Totals

	DESCRIPTION	1 Estimated Quantity Installed	2 Estimated Quantity Installed	3 Estimated Quantity Installed	4 Estimated Quantity Installed	5 Estimated Quantity Installed	6 Estimated Quantity Installed	7 Estimated Quantity Installed	8 Estimated Quantity Installed	9 Estimated Quantity Installed	10 Estimated Quantity Installed	TOTAL Estimated Quantity Installed
21	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM					56						56
22	HOT MIX ASPHALT, ST, 9.5MM							88.98				88.98
23	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)											0
24	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)								72			72
25	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS											0
26	CLASS "B" CONCRETE, MINOR STRUCTURES											0
27	GRASSING											0
28	EROSION CONTROL						0.5					0.5
29	MOBILIZATION					1						1
30	MAINTENANCE OF TRAFFIC					0.5	0.25		0.25			1
	SITE 2-CORRINE STREET, EMERALD LANE & DUKE AVENUE											0
1	8" SDR 26 PVC SEWER PIPE (6'-8')			28	420							448
2	8" SDR 26 PVC SEWER PIPE (8'-10')			111	754							865
3	8" SDR 26 PVC SEWER PIPE (10'-12')			115								115
4	8" SDR 26 PVC SEWER PIPE (12'-14')			145								145
5	8" SDR 26 PVC SEWER PIPE (14'-16')			77	25							102
6	8" SDR 26 PVC SEWER PIPE (16'-18')			215	112							327
7	8" SDR 11 HDPE SEWER SERVICE BORE			268								268
8	15" SDR 26 PVC SEWER PIPE (6'-8')		647									647
9	15" SDR 26 PVC SEWER PIPE (8'-10')	200	115									315
10	15" SDR 26 PVC SEWER PIPE (10'-12')	98	168									266
11	24" STEEL CASING (BORED)		30									30
	MANHOLE ITEMS											0
12	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')				4							4
13	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')			1								1

Monthly Totals

	DESCRIPTION	1 Estimated Quantity Installed	2 Estimated Quantity Installed	3 Estimated Quantity Installed	4 Estimated Quantity Installed	5 Estimated Quantity Installed	6 Estimated Quantity Installed	7 Estimated Quantity Installed	8 Estimated Quantity Installed	9 Estimated Quantity Installed	10 Estimated Quantity Installed	TOTAL Estimated Quantity Installed
14	48" PRECAST CONCRETE SEWER MANHOLE (14'-16')			1								1
15	60" PRECAST CONCRETE SEWER MANHOLE (6'-8')		2									2
16	60" PRECAST CONCRETE SEWER MANHOLE (10'-12')	2	1									3
17	DROP MANHOLE ASSEMBLY (ALL DEPTHS)		1									1
18	DEMOLITION AND REMOVAL OF EXISTING SEWER MANHOLE		5		3							8
	SEWER SERVICE ITEMS											0
19	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)	17	236	333	260							846
20	8" X 8" X 6" PVC TEE			10	5							15
21	SERVICE CONNECTION (INSERT A TEE)	1	16									17
22	6" PVC CLEANOUT	1	13	11	7							32
	MISCELLANOUS CONSTRUCTION ITEMS											0
23	WATER SERVICE REPAIR (INCLUDING SERIVCE TUBING, FITTINGS, CORP STOP, CURB STOP, TAPPING SADDL		3	8								11
24	CRUSHED AGGREGRATE (SIZE 825)	111.39	538.72	451.21	232							1333.32
25	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM		716	1762	854			64.05				3396.05
26	HOT MIX ASPHALT, ST, 9.5MM								725.83			725.83
27	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)				26.08							26.08
28	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)		88		200							288
29	12" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS											0
30	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	40	48		80							168
31	21" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS											0
32	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS				120							120
33	CLASS "B" CONCRETE, MINOR STRUCTURES		0									0
34	GRASSING											0
35	EROSION CONTROL				0.5		0.5					1
36	MOBILIZATION	0.5	0.5									1

Monthly Totals

	DESCRIPTION	1 Estimated Quantity Installed	2 Estimated Quantity Installed	3 Estimated Quantity Installed	4 Estimated Quantity Installed	5 Estimated Quantity Installed	6 Estimated Quantity Installed	7 Estimated Quantity Installed	8 Estimated Quantity Installed	9 Estimated Quantity Installed	10 Estimated Quantity Installed	TOTAL Estimated Quantity Installed
37	MAINTENANCE OF TRAFFIC		0.5		0.5							1
0	0											0
0	0											0
0	0											0
0	0											0
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sdw
Engineering Progress

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

September 27, 2018
Project No: 11256
Invoice No: 20468

Project Manager Kyle Wallace

Project 11256 CIPP Sewer in Various Locations

Professional Services from August 26, 2018 to September 22, 2018

Phase DD Design Phase Services

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Wallace, Kyle	53.00	175.00	9,275.00	
Weeks, John	14.00	175.00	2,450.00	
Totals	67.00		11,725.00	
Total Labor				**11,725.00**
			Total this Phase	**$11,725.00**
			Total this Invoice	**$11,725.00**

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

093695. 7220.75
MB 2011-4/89-110

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Engineering Progress

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

September 27, 2018
Project No: 1273-W015
Invoice No: 20466

Project Manager John Weeks

Project 1273-W015 Water Plant #1 Rehabilitation

Professional Services from August 25, 2018 to September 22, 2018

Phase AS Additional Services

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Sullivan, Richard	.50	105.00	52.50	
Totals	.50		52.50	
Total Labor				**52.50**
			Total this Phase	**$52.50**

Phase DD Design Phase Services

Professional Personnel

	Hours	Rate	Amount	
CAD TECHNICIAN II				
Trahan, Beau	40.50	90.00	3,645.00	
PROJECT ENGINEER				
Connolly, Nicholas	25.00	175.00	4,375.00	
Weeks, John	29.50	175.00	5,162.50	
Totals	95.00		13,182.50	
Total Labor				**13,182.50**
			Total this Phase	**$13,182.50**
			Total this Invoice	**$13,235.00**

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

093695.7295.70
MB 2017-81

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Engineering Progress

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September 27, 2018
Project No: 1273-S011
Invoice No: 20465

Project Manager John Weeks

Project 1273-S011 ComSWIP Sewer Phase X - Quinn St. Area

Professional Services from August 26, 2018 to September 22, 2018

Professional Personnel

	Hours	Rate	Amount	
SR. RESIDENT PROJECT REPRESENTATIVE				
Phillips, Michael	8.50	85.00	722.50	
PROJECT ENGINEER				
Weeks, John	14.00	175.00	2,450.00	
Totals	22.50		3,172.50	
Total Labor				**3,172.50**
		Total this Invoice		**$3,172.50**

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

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MB 2011-4/89-110

sdw
Engineering Progress

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

September 27, 2018
Project No: 1273-S010
Invoice No: 20464

Project Manager John Weeks

Project 1273-S010 ComSWIP Sewer Phase VIII - Camp St. Area

Professional Services from August 26, 2018 to September 22, 2018

Phase CM Construction Phase Services

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Sullivan, Richard	.50	105.00	52.50	
SR. RESIDENT PROJECT REPRESENTATIVE				
Jackson, Terry	21.00	95.00	1,995.00	
Tingle, William	108.00	95.00	10,260.00	
PROJECT ENGINEER				
Weeks, John	30.00	150.00	4,500.00	
Totals	159.50		16,807.50	
Total Labor				**16,807.50**
		Total this Phase		**$16,807.50**
		Total this Invoice		**$16,807.50**

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

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MB 2011-4/89-110

sdw
Engineering Progress

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

September 26, 2018
Project No: 1273-W013.001
Invoice No: 20459

Project Manager Kyle Wallace

Project 1273-W013.001 COMSWIP Water Phase V - I59 Crossing - Construction Phase

Professional Services from August 26, 2018 to September 22, 2018

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount	
SR. RESIDENT PROJECT REPRESENTATIVE				
Jackson, Terry	3.00	85.00	255.00	
FIELD CREW				
Crew, Field	2.50	175.00	437.50	
PROJECT ENGINEER				
Wallace, Kyle	3.00	175.00	525.00	
Totals	8.50		1,217.50	
Total Labor				**1,217.50**
		Total this Phase		**$1,217.50**
		Total this Invoice		**$1,217.50**

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

093695.7245.62
MB 2011-4/89-110

sdw
Engineering Progress

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

September 26, 2018
Project No: 1273-W007
Invoice No: 20458

Project Manager Kyle Wallace

Project 1273-W007 ComSWIP Water Phase II - Palmers Crossing

Professional Services from August 26, 2018 to September 22, 2018

Phase CM Palmer's Crossing - Construction Phase

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Jackson, Terry	13.00	85.00	1,105.00	
PROJECT ENGINEER				
McNease, Shea	2.00	150.00	300.00	
Sellers, Bennie	2.00	150.00	300.00	
Wallace, Kyle	10.00	150.00	1,500.00	
Totals	27.00		3,205.00	
Total Labor				**3,205.00**
		Total this Phase		**$3,205.00**
		Total this Invoice		**$3,205.00**

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

093695.7245.51
MB 2011-4/89-110

sdw
Engineering Progress

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

September 26, 2018
Project No: 1273-S005
Invoice No: 20456

Project Manager Kyle Wallace

Project 1273-S005 ComSWIP Sewer Phase V

Professional Services from August 26, 2018 to September 22, 2018

Phase CM Phase V - Construction Phase Services

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Jackson, Terry	37.00	85.00	3,145.00	
PROJECT ENGINEER				
Sellers, Bennie	2.00	150.00	300.00	
Wallace, Kyle	6.50	175.00	1,137.50	
Totals	45.50		4,582.50	
Total Labor				**4,582.50**
		Total this Phase		**$4,582.50**
		Total this Invoice		**$4,582.50**

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

093695. 7220.64
MB 2011-4/89-110 + 2012-1/413

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

sdw
Engineering Progress

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

September 26, 2018
Project No: 1273-S012
Invoice No: 20457

Project Manager Kyle Wallace

Project 1273-S012 COMSWIP Sewer Improv. Phase XII

Professional Services from August 26, 2018 to September 22, 2018

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Connolly, Nicholas	10.00	175.00	1,750.00	
Wallace, Kyle	20.00	175.00	3,500.00	
Totals	30.00		5,250.00	
Total Labor				**5,250.00**
		Total this Invoice		**$5,250.00**

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

093695. 7220.51
MB 2011-4/89-110

Hattiesburg, Mississippi does hereby certify to Regions 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 Series 2016 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 August 18, 2016 (the "Loan Agreement").
(4) The payment herein authorized and approved is a proper charge against the Series 2016 Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
(5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

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

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

_____

Authorized Officer

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018,** the following Resolution:

RESOLUTION 2018-179

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 August 18, 2016.

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 AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on August 18, 2016 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed $25,000,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of August 18, 2016, 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 **$374,498.12** 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 **Three Hundred Seventy-Four Thousand Four Hundred Ninety-Eight and 12/100 dollars ($374,498.12)** 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 Regions Bank, as Trustee to disburse funds of Requisition No.**29** in the total aggregate amount of **Three Hundred Seventy-Four Thousand Four Hundred Ninety-Eight and 12/100 dollars ($374,498.12)** 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 Vice President Dryden seconded by Council Member Brown, and was adopted by the following vote, to wit:

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the Resolution adopted this the **6th** day of **November, 2018**.

(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 **6th** day of **November, 2018**.

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: **$25,000,000.00 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Series 2016 Bonds") secured by $25,000,000.00 Taxable Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated August 18, 2016 (the "Series 2016 Note").**

TO: **Regions Bank**
400 West Capitol, 7th Floor
Little Rock, AR 72201
ATTN: Corporate Trust Department

REQUISITION NO.: **29**

DATE OF REQUISITION: **11/6/2018**

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7220.70	289,628.83	Pay Est 2	Sewer Improvements Ph VIII - Camp St. Area Period: 8/26/18 - 9/30/18 MB: 2018-108
2	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7220.54	25,674.29	Pay Est 9	Sewer Improvements Ph V Period: 8/26/18 - 9/30/18 MB: 2017-403
3	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.75	11,725.00	20468	CIPP Project Period: 8/26/18 - 9/22/18 MB 2011-4/89-110 SDW #11256
4	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7295.70	13,235.00	20466	Water Plant #1 Rehabilitation Period: 8/26/18 - 9/22/18 MB 2017-81 SDW #1273-W015
5	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.72	3,172.50	20465	Sewer Improvements Phase X - Quinn St. Area Period: 8/26/18 - 9/22/18 MB 2011-4/89-110

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
					SDW #1273-S011
6	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.70	16,807.50	20464	Sewer Improvements Ph VIII - Camp St. Area Period: 8/26/18 - 9/22/18 MB 2011-4/89-110 SDW #1273-S010
7	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.62	1,217.50	20459	Water Improvements Ph V Period: 8/26/18 - 9/22/18 MB 2011-4/89-110 SDW # 1273-W013
8	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.51	3,205.00	20458	Water Ph II - Palmers Crossing Period: 8/26/18 - 9/22/18 MB 2011-4/89-110 SDW #1273-W007
9	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.54	4,582.50	20456	Sewer Improvements Ph V Period: 8/26/18 - 9/22/18 MB 2011-4/89-110 & 2012-1/413 SDW Project# 1273-S005
10	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.51	5,250.00	20457	Sewer Improvements Ph XII Period: 8/26/18 - 9/22/18 MB 2011-4/89-110 SDW #1273-S012
			374,498.12		

sdw

Engineering Progress

October 11, 2018

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Attn: Lamar Rutland, P.E.

Re: Comprehensive Sewer/Water Improvements – Phase VIII
Camp Street Area
City of Hattiesburg

Dear Lamar:

Enclosed please find Pay Estimate No. 2 for the above referenced project in the amount of $289,628.83.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

John T. Weeks, P.E.
Project Engineer

/aa

Enclosure

cc: C.B. Developers
SDW

RECEIVED 10/12/18

093695.1220.70
MB 2018-108

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

84 DAYS
420 DAYS
20% Time elasped

Contractor's Application For Payment No. 2

Application Period: Beginning: 8/26/2018 Ending: 9/30/2018		Application Date: 30-Aug-18
To (Owner): CITY OF HATTIESBURG	From (Contractor): C.B. DEVELOPERS, INC.	Via (Engineer): SHOWS, DEARMAN & WAITS, INC.
Project: COMPREHENSIVE SEWER/WATER PHASE 8	Contract:	
Owner's Contract No.: Not Applicable	Contractor's Project No.:	Engineer's Project No.:

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS	$ -	$ -
NET CHANGE BY CHANGE ORDERS	$ -	

1. ORIGINAL CONTRACT PRICE	$	3,721,611.76
2. Net change by Change Orders	$	-
3. CURRENT CONTRACT PRICE (LINE 1 + 2)	$	3,721,611.76
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimates)	$	748,908.77
5. RETAINAGE:		
a. 5.0 % x Work Completed	$	16,236.77
b. 5.0% x Stored Material	$	21,208.67
c. Total Retainage (line 5a + line 5b)	$	37,445.44
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	$	711,463.33
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	421,834.50
8. AMOUNT DUE THIS APPLICATION	$	***289,628.83***
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	$	3,010,148.43

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Date: 10/2/2018

Payment of: **$289,628.83**
(Line 8 or other - attach explanation of other amount)

Is recommended by: (Engineer) 10/11/18 (Date)

Payment of: **$289,628.83**
(Line 8 or other - attach explanation of other amount)

Is approved by: (Owner) (Date)

Is approved by: (Owner) (Date)

Approved by: (Funding Agency, if applicable) (Date)

Progress Estimate **Contractor's Application**

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8	8/26/2018	9/30/2018	Application Number:	2
Application Period:	8/26/2018 TO 9/30/2018			Application Date:	30-Aug-18

	A			B	C	D	E	F		G
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	CAMP STREET AREA SEWER PIPE ITEMS									
1	8" SDR-26 PVC SEWER PIPE (0-6')	2109.0	$ 48.54	$ 102,370.86		$ -	$ 9,448.32	$ 9,448.32	9%	$ 92,922.54
2	8" SDR-26 PVC SEWER PIPE (6'-8')	5576.0	$ 50.96	$ 284,152.96		$ -	$ 24,980.48	$ 24,980.48	9%	$ 259,172.48
3	8" SDR-26 PVC SEWER PIPE (8'-10')	2961.0	$ 53.38	$ 158,058.18	651.00	$ 34,750.38	$ 10,348.80	$ 45,099.18	29%	$ 112,959.00
4	8" SDR-26 PVC SEWER PIPE (10'-12')	863.0	$ 55.81	$ 48,164.03	178.00	$ 9,934.18	$ 3,068.80	$ 13,002.98	27%	$ 35,161.05
5	8" SDR-26 PVC SEWER PIPE (12'-14')	249.0	$ 59.44	$ 14,800.56		$ -	$ 1,115.52	$ 1,115.52	8%	$ 13,685.04
6	10" SDR-26 PVC SEWER PIPE (0-6')	25.0	$ 51.64	$ 1,291.00		$ -	$ 176.00	$ 176.00	14%	$ 1,115.00
7	10" SDR-26 PVC SEWER PIPE (6'-8')	351.0	$ 54.06	$ 18,975.06	100.00	$ 5,406.00	$ 1,767.04	$ 7,173.04	38%	$ 11,802.02
8	10" SDR-26 PVC SEWER PIPE (8'-10')	325.0	$ 56.48	$ 18,356.00	222.29	$ 12,554.94	$ 723.08	$ 13,278.02	72%	$ 5,077.98
9	10" SDR-26 PVC SEWER PIPE (10'-12')	239.0	$ 58.91	$ 14,079.49	243.71	$ 14,356.96	$ -	$ 14,356.96	102%	$ (277.47)
10	10" SDR-26 PVC SEWER PIPE (12'-14')	130.0	$ 62.54	$ 8,130.20		$ -	$ 915.20	$ 915.20	11%	$ 7,215.00
11	10" SDR-26 PVC SEWER PIPE (14'-16')	67.0	$ 78.28	$ 5,244.76		$ -	$ 56.32	$ 56.32	1%	$ 5,188.44
12	8" DUCTILE IRON SEWER PIPE (0-6')	384.0	$ 79.57	$ 30,554.88		$ -	$ 10,798.08	$ 10,798.08	35%	$ 19,756.80
13	8" DUCTILE IRON SEWER PIPE (6'-8')	20.0	$ 89.26	$ 1,785.20		$ -	$ 562.40	$ 562.40	32%	$ 1,222.80
14	10" DUCTILE IRON SEWER PIPE (0-6')	25.0	$ 105.96	$ 2,649.00		$ -	$ 953.00	$ 953.00	36%	$ 1,696.00
15	10" DUCTILE IRON SEWER PIPE (6'-8')	30.0	$ 109.59	$ 3,287.70		$ -	$ 1,143.60	$ 1,143.60	35%	$ 2,144.10
16	REMOVAL OF EXISTING SEWER LINE	10650.0	$ 3.63	$ 38,659.50	1395.00	$ 5,063.85	$ -	$ 5,063.85	13%	$ 33,595.65
17	ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)	3220.0	$ 6.67	$ 21,477.40		$ -	$ -	$ -		$ 21,477.40
18	TRACER WIRE SYSTEM FOR SEWER	19153.0	$ 1.44	$ 27,580.32	1566.00	$ 2,255.04	$ 20,049.18	$ 22,304.22	81%	$ 5,276.10
	SEWER MANHOLE ITEMS									
19	48" PRECAST CONCRETE SEWER MANHOLE (0-6)	6.0	$ 2,339.80	$ 14,038.80		$ -	$ 5,261.94	$ 5,261.94	37%	$ 8,776.86
20	48" PRECAST CONCRETE SEWER MANHOLE (6-8)	32.0	$ 3,040.17	$ 97,285.44		$ -	$ 32,576.64	$ 32,576.64	33%	$ 64,708.80
21	48" PRECAST CONCRETE SEWER MANHOLE (8-10)	8.0	$ 3,491.71	$ 27,933.68	2.00	$ 6,983.42	$ 7,146.00	$ 14,129.42	51%	$ 13,804.26
22	48" PRECAST CONCRETE SEWER MANHOLE (10-12)	1.0	$ 4,051.04	$ 4,051.04	1.00	$ 4,051.04	$ -	$ 4,051.04	100%	$ -
	TOTALS			$ 942,926.06		$ 95,355.81	$ 131,090.40	$ 226,446.20		$ 716,479.86

EJCDC No. C-620 (2002 Edition) 10/2/2018

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate **Contractor's Application**

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8				Application Number:	2				
Application Period:	8/26/2018 TO 9/30/2018				Application Date:	30-Aug-18				
	A			B	C	D	E	F		G
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	Subtotal from Previous Page			$ 942,926.06		$ 95,355.81	$ 131,090.40	$ 226,446.20		$ 716,479.86
23	48" PRECAST CONCRETE SEWER MANHOLE (12-14)	3.0	$ 4,025.31	$ 12,075.93		$ -	$ 4,238.01	$ 4,238.01	35%	$ 7,837.92
24	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)	3.0	$ 3,553.84	$ 10,661.52		$ -	$ 2,787.99	$ 2,787.99	26%	$ 7,873.53
25	60" PRECAST CONCRETE SEWER MANHOLE (0-6)	1.0	$ 4,502.46	$ 4,502.46		$ -	$ 1,552.52	$ 1,552.52	34%	$ 2,949.94
26	60" PRECAST CONCRETE SEWER MANHOLE (6-8)	1.0	$ 5,058.41	$ 5,058.41	1.00	$ 5,058.41	$ -	$ 5,058.41	100%	$ -
27	60" PRECAST CONCRETE SEWER MANHOLE (8-10)	1.0	$ 5,419.09	$ 5,419.09		$ -	$ 1,850.00	$ 1,850.00	34%	$ 3,569.09
28	60" PRECAST CONCRETE SEWER MANHOLE (10-12)	1.0	$ 6,342.23	$ 6,342.23	1.00	$ 6,342.23	$ -	$ 6,342.23	100%	$ -
29	60" PRECAST CONCRETE SEWER MANHOLE (6-8) (DOGHOUSE)	2.0	$ 6,620.27	$ 13,240.54		$ -	$ 1,150.00	$ 1,150.00	9%	$ 12,090.54
30	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (	1.0	$ 9,100.91	$ 9,100.91		$ -	$ 2,665.00	$ 2,665.00	29%	$ 6,435.91
31	DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TY	35.0	$ 302.70	$ 10,594.50	5.00	$ 1,513.50	$ -	$ 1,513.50	14%	$ 9,081.00
32	ABANDONMENT OF EXISTING MANHOLE	12.0	$ 393.51	$ 4,722.12		$ -	$ -	$ -		$ 4,722.12
33	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	1.0	$ 2,674.73	$ 2,674.73		$ -	$ 649.28	$ 649.28	24%	$ 2,025.45
	SEWER SERVICE ITEMS									
34	4" SANITARY SEWER SERVICE CLEANOUT	231.0	$ 375.31	$ 86,696.61	7.00	$ 2,627.17	$ 35,413.38	$ 38,040.55	44%	$ 48,656.06
35	4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS	316.0	$ 39.97	$ 12,630.52	3.00	$ 119.91	$ -	$ 119.91	1%	$ 12,510.61
36	6" SDR-26 PVC PIPE SANITARY SEWER SERIVCE (INCL FITTINGS	3792.0	$ 27.33	$ 103,635.36	245.00	$ 6,695.85	$ 8,299.98	$ 14,995.83	14%	$ 88,639.53
37	8"x8"x6" PVC SERVICE TEE	203.0	$ 191.79	$ 38,933.37	7.00	$ 1,342.53	$ 11,446.40	$ 12,788.93	33%	$ 26,144.44
38	10"x10"x6" PVC SERVICE TEE	20.0	$ 417.00	$ 8,340.00	7.00	$ 2,919.00	$ 2,862.86	$ 5,781.86	69%	$ 2,558.14
39	8"x8"x6" DUCTILE IRON SERVICE TEE	5.0	$ 825.41	$ 4,127.05		$ -	$ 2,400.00	$ 2,400.00	58%	$ 1,727.05
	WATER PIPE ITEMS									
40	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OP	40.0	$ 13.39	$ 535.60		$ -	$ 42.40	$ 42.40	8%	$ 493.20
41	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	8340.0	$ 26.87	$ 224,095.80		$ -	$ 70,273.60	$ 70,273.60	31%	$ 153,822.20
42	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	4680.0	$ 32.38	$ 151,538.40		$ -	$ 80,636.40	$ 80,636.40	53%	$ 70,902.00
43	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FI	500.0	$ 52.33	$ 26,165.00		$ -	$ 9,255.00	$ 9,255.00	35%	$ 16,910.00
44	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER I	360.0	$ 67.53	$ 24,310.80		$ -	$ 9,277.20	$ 9,277.20	38%	$ 15,033.60
45	TRACER WIRE SYSTEM FOR WATER	22864.0	$ 1.33	$ 30,409.12		$ -	$ 22,864.00	$ 22,864.00	75%	$ 7,545.12
	TOTALS			**$ 1,738,736.13**		**$ 121,974.41**	**$ 398,754.42**	**$ 520,728.82**		**$ 1,218,007.31**

EJCDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate **Contractor's Application**

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8				Application Number:	2				
Application Period:	8/26/2018 TO 9/30/2018				Application Date:	30-Aug-18				
	A			B	C	D	E	F		G
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	Subtotal from Previous Page			$ 1,738,736.13		$ 121,974.41	$ 398,754.42	$ 520,728.82		$ 1,218,007.31
	WATER CONNECTION ITEMS									
46	CUT AND CAP EXISTING WATER LINE IN PLACE	6.0	$ 644.87	$ 3,869.22	-	$ -	$ 699.00	$ 699.00	18%	$ 3,170.22
47	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-RED	1.0	$ 1,038.87	$ 1,038.87	-	$ -	$ 222.00	$ 222.00	21%	$ 816.87
48	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COU	2.0	$ 1,006.18	$ 2,012.36	-	$ -	$ 478.00	$ 478.00	24%	$ 1,534.36
49	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER FI	3.0	$ 1,549.82	$ 4,649.46	-	$ -	$ 1,962.00	$ 1,962.00	42%	$ 2,687.46
50	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VA	8.0	$ 3,500.42	$ 28,003.36	-	$ -	$ -	$ -		$ 28,003.36
51	CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ V	2.0	$ 4,419.42	$ 8,838.84	-	$ -	$ -	$ -		$ 8,838.84
52	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER	1.0	$ 934.74	$ 934.74	-	$ -	$ 654.00	$ 654.00	70%	$ 280.74
53	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FI	11.0	$ 1,657.59	$ 18,233.49	-	$ -	$ 10,076.00	$ 10,076.00	55%	$ 8,157.49
54	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VA	1.0	$ 4,269.28	$ 4,269.28	-	$ -	$ 207.00	$ 207.00	5%	$ 4,062.28
55	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VA	1.0	$ 4,881.95	$ 4,881.95	-	$ -	$ -	$ -		$ 4,881.95
56	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ V	3.0	$ 6,336.12	$ 19,008.36	-	$ -	$ -	$ -		$ 19,008.36
57	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER	5.0	$ 1,129.68	$ 5,648.40	-	$ -	$ 1,775.00	$ 1,775.00	31%	$ 3,873.40
58	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER	3.0	$ 1,145.42	$ 3,436.26	-	$ -	$ 1,650.00	$ 1,650.00	48%	$ 1,786.26
	WATER VALVE ITEMS									
59	6" GATE VALVE	27.0	$ 870.57	$ 23,505.39	-	$ -	$ -	$ -		$ 23,505.39
60	8" GATE VALVE	22.0	$ 1,162.37	$ 25,572.14	-	$ -	$ -	$ -		$ 25,572.14
	WATER FIRE PROTECTION ITEMS									
61	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL TEE, VALVE,	16.0	$ 3,703.84	$ 59,261.44	-	$ -	$ 7,696.00	$ 7,696.00	13%	$ 51,565.44
62	REMOVAL OF EXISTING FIRE HYDRANT	9.0	$ 787.02	$ 7,083.18	-	$ -	$ -	$ -		$ 7,083.18
	WATER SERVICE ITEMS									
63	SERIVCE TAP (3/4") (INCL, TAPPING SADDLE, CORP STOP, ETC	242.0	$ 412.88	$ 99,916.96	-	$ -	$ -	$ -		$ 99,916.96
64	SERIVCE TAP (1") (INCL, TAPPING SADDLE, CORP STOP, ETC.)	33.0	$ 760.38	$ 25,092.54	-	$ -	$ -	$ -		$ 25,092.54
65	SERVICE TUBING (OPEN CUT) (3/4")	1985.0	$ 6.28	$ 12,465.80	-	$ -	$ -	$ -		$ 12,465.80
66	SERVICE TUBING (OPEN CUT) (1")	400.0	$ 6.41	$ 2,564.00	-	$ -	$ -	$ -		$ 2,564.00
	TOTALS			$ 2,099,022.17		$ 121,974.41	$ 424,173.42	$ 546,147.82		$ 1,552,874.35

EJCDC No. C-620 (2002 Edition)

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Progress Estimate **Contractor's Application**

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8				Application Number:	2				
Application Period:	8/26/2018 TO 9/30/2018				Application Date:	30-Aug-18				
	A			B	C	D	E	F		G
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	Subtotal from Previous Page			$ 2,099,022.17		$ 121,974.41	$ 424,173.42	$ 546,147.82		$ 1,552,874.35
67	SERVICE TUBING (BORED) (3/4")	4080.0	$ 9.92	$ 40,473.60	-	$ -	$ -	$ -		$ 40,473.60
68	SERVICE TUBING (BORED) (1")	400.0	$ 10.04	$ 4,016.00	-	$ -	$ -	$ -		$ 4,016.00
69	WATER SERVICE METER (3/4")	13.0	$ 440.65	$ 5,728.45	-	$ -	$ -	$ -		$ 5,728.45
70	WATER SERVICE METER (1")	2.0	$ 652.32	$ 1,304.64	-	$ -	$ -	$ -		$ 1,304.64
	MISCELLANEOUS CONSTRUCTION ITEMS									
71	CRUSHED AGGREGRATE (SIZE 825)	5097.0	$ 49.58	$ 252,709.26	652	$ 32,310.79	$ -	$ 32,310.79	13%	$ 220,398.47
72	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	23770.0	$ 7.68	$ 182,553.60	2,796	$ 21,473.28	$ -	$ 21,473.28	12%	$ 161,080.32
73	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	1062.0	$ 65.38	$ 69,433.56	-	$ -	$ -	$ -		$ 69,433.56
74	HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)	50.0	$ 332.97	$ 16,648.50	-	$ -	$ -	$ -		$ 16,648.50
75	9.5 MM HOT MIX ASPHALT	1652.0	$ 133.94	$ 221,268.88	-	$ -	$ -	$ -		$ 221,268.88
76	19 MM HOT MIX ASPHALT	1273.0	$ 173.59	$ 220,980.07	-	$ -	$ -	$ -		$ 220,980.07
77	CONCRETE SIDEWALK REPAIR (ALL DEPTHS)	55.0	$ 66.59	$ 3,662.45	-	$ -	$ -	$ -		$ 3,662.45
78	CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)	370.0	$ 96.86	$ 35,838.20	-	$ -	$ -	$ -		$ 35,838.20
79	CONCRETE DITCH REPAIR	95.0	$ 26.64	$ 2,530.80	-	$ -	$ -	$ -		$ 2,530.80
80	CLASS "B" CONCRETE, MINOR STRUCTURES	10.0	$ 1,816.20	$ 18,162.00	-	$ -	$ -	$ -		$ 18,162.00
81	REINFORCING STEEL	470.0	$ 4.18	$ 1,964.60	-	$ -	$ -	$ -		$ 1,964.60
82	INLET GRATINGS	765.0	$ 6.87	$ 5,255.55	-	$ -	$ -	$ -		$ 5,255.55
83	INLET CASTINGS	79.0	$ 6.20	$ 489.80	-	$ -	$ -	$ -		$ 489.80
84	12" CORRUGATED HDPE PIPE (DUAL WALL)	64.0	$ 25.55	$ 1,635.20	-	$ -	$ -	$ -		$ 1,635.20
85	15" CORRUGATED HDPE PIPE (DUAL WALL)	20.0	$ 40.48	$ 809.60	-	$ -	$ -	$ -		$ 809.60
86	12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS	32.0	$ 30.83	$ 986.56	-	$ -	$ -	$ -		$ 986.56
87	15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS	370.0	$ 27.86	$ 10,308.20	-	$ -	$ -	$ -		$ 10,308.20
88	18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS	210.0	$ 32.66	$ 6,858.60	-	$ -	$ -	$ -		$ 6,858.60
89	18"x11" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTI	76.0	$ 50.08	$ 3,806.08	-	$ -	$ -	$ -		$ 3,806.08
90	REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DI	750.0	$ 2.42	$ 1,815.00	-	$ -	$ -	$ -		$ 1,815.00
	TOTALS			$ 3,208,261.37		$ 175,758.48	$ 424,173.42	$ 599,931.89		$ 2,608,329.48

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Progress Estimate **Contractor's Application**

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8				Application Number:	2				
Application Period:	8/26/2018 TO 9/30/2018				Application Date:	30-Aug-18				
	A			B	C	D	E	F		G
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	Subtotal from Previous Page			$ 3,208,261.37		$ 175,758.48	$ 424,173.42	$ 599,931.89		$ 2,608,329.48
91	REMOVAL OF EXISTING CORRUGATED HDPE PIPE (ALL SIZES A	20.0	$ 18.16	$ 363.20	-	$ -	$ -	$ -		$ 363.20
92	REMOVE, SALVAGE, AND RESET EXISTING WOOD FENCE	335.0	$ 24.22	$ 8,113.70	-	$ -	$ -	$ -		$ 8,113.70
93	REMOVE, SALVAGE, AND RESET EXISTING NET WIRE FENCE	185.0	$ 12.11	$ 2,240.35	-	$ -	$ -	$ -		$ 2,240.35
94	REMOVE, SALVAGE, AND RESET EXISTING CHAIN LINK FENCE	1435.0	$ 14.53	$ 20,850.55	-	$ -	$ -	$ -		$ 20,850.55
95	6" YELLOW THERMOPLASTIC DETAIL TRAFFIC STRIPE	1550.0	$ 2.42	$ 3,751.00	-	$ -	$ -	$ -		$ 3,751.00
96	LEGEND WHITE THERMOPLASTIC TRAFFIC MARKING (6" EQUI	1440.0	$ 2.42	$ 3,484.80	-	$ -	$ -	$ -		$ 3,484.80
97	SOLID SOD (INCL SOD, TOP SOIL, FERTILIZER, WATERING, ETC.	8050.0	$ 8.48	$ 68,264.00	-	$ -	$ -	$ -		$ 68,264.00
98	LANDSCAPE RESTORATION (INCL TOP SOIL, PLANTS, MULCH, V	630.0	$ 18.16	$ 11,440.80	-	$ -	$ -	$ -		$ 11,440.80
99	CLEARING AND GRUBBING	2.0	$ 2,239.98	$ 4,479.96	-	$ -	$ -	$ -		$ 4,479.96
100	TEMPORARY EROSION CONTROL	1.0	$ 18,162.01	$ 18,162.01	-	$ -	$ -	$ -		$ 18,162.01
101	MAINTENANCE OF TRAFFIC	1.0	$ 123,743.79	$ 123,743.79	0.20	$ 24,748.76	$ -	$ 24,748.76	20%	$ 98,995.03
102	MOBILIZATION	1.0	$ 248,456.23	$ 248,456.23	0.50	$ 124,228.12	$ -	$ 124,228.12	50%	$ 124,228.12
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			$ -	$ -	-	$ -	$ -	$ -	#DIV/0!	$ -
	TOTALS			$ 3,721,611.76		$ 324,735.35	$ 424,173.42	$ 748,908.77		$ 2,972,702.99

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Monthly Totals

	DESCRIPTION	1 Estimated Quantity Installed	2 Estimated Quantity Installed	3 Estimated Quantity Installed	4 Estimated Quantity Installed	5 Estimated Quantity Installed	6 Estimated Quantity Installed	7 Estimated Quantity Installed	8 Estimated Quantity Installed	9 Estimated Quantity Installed	10 Estimated Quantity Installed	TOTAL Estimated Quantity Installed
	CAMP STREET AREA SEWER PIPE ITEMS											
1	8" SDR-26 PVC SEWER PIPE (0-6')											
2	8" SDR-26 PVC SEWER PIPE (6'-8')											
3	8" SDR-26 PVC SEWER PIPE (8'-10')		651									651
4	8" SDR-26 PVC SEWER PIPE (10'-12')		178									178
5	8" SDR-26 PVC SEWER PIPE (12'-14')											
6	10" SDR-26 PVC SEWER PIPE (0-6')											
7	10" SDR-26 PVC SEWER PIPE (6'-8')	5.36	94.64									100
8	10" SDR-26 PVC SEWER PIPE (8'-10')	147.29	75									222.29
9	10" SDR-26 PVC SEWER PIPE (10'-12')	207.35	36.36									243.71
10	10" SDR-26 PVC SEWER PIPE (12'-14')											
11	10" SDR-26 PVC SEWER PIPE (14'-16')											
12	8" DUCTILE IRON SEWER PIPE (0-6')											
13	8" DUCTILE IRON SEWER PIPE (6'-8')											
14	10" DUCTILE IRON SEWER PIPE (0-6')											
15	10" DUCTILE IRON SEWER PIPE (6'-8')											
16	REMOVAL OF EXISTING SEWER LINE	360	1035									1395
17	ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)											
18	TRACER WIRE SYSTEM FOR SEWER	420	1146									1566
	SEWER MANHOLE ITEMS											
19	48" PRECAST CONCRETE SEWER MANHOLE (0-6)											
20	48" PRECAST CONCRETE SEWER MANHOLE (6-8)											
21	48" PRECAST CONCRETE SEWER MANHOLE (8-10)		2									2
22	48" PRECAST CONCRETE SEWER MANHOLE (10-12)		1									1

Monthly Totals

	DESCRIPTION	1 Estimated Quantity Installed	2 Estimated Quantity Installed	3 Estimated Quantity Installed	4 Estimated Quantity Installed	5 Estimated Quantity Installed	6 Estimated Quantity Installed	7 Estimated Quantity Installed	8 Estimated Quantity Installed	9 Estimated Quantity Installed	10 Estimated Quantity Installed	TOTAL Estimated Quantity Installed
23	48" PRECAST CONCRETE SEWER MANHOLE (12-14)											
24	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)											
25	60" PRECAST CONCRETE SEWER MANHOLE (0-6)											
26	60" PRECAST CONCRETE SEWER MANHOLE (6-8)	1										1
27	60" PRECAST CONCRETE SEWER MANHOLE (8-10)											
28	60" PRECAST CONCRETE SEWER MANHOLE (10-12)		1									1
29	60" PRECAST CONCRETE SEWER MANHOLE (6-8) (DOGHOUSE)											
30	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (DOGHOUSE)											
31	DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TYPES)		5									5
32	ABANDONMENT OF EXISTING MANHOLE											
33	DROP MANHOLE ASSEMBLY (ALL DEPTHS)											
	SEWER SERVICE ITEMS											
34	4" SANITARY SEWER SERVICE CLEANOUT	3	4									7
35	4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	2	1									3
36	6" SDR-26 PVC PIPE SANITARY SEWER SERIVCE (INCL FITTINGS)	60	185									245
37	8"x8"x6" PVC SERVICE TEE		7									7
38	10"x10"x6" PVC SERVICE TEE	5	2									7
39	8"x8"x6" DUCTILE IRON SERVICE TEE											
	WATER PIPE ITEMS											
40	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OPEN CUT)											
41	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)											
42	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)											
43	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)											
44	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)											
45	TRACER WIRE SYSTEM FOR WATER											

Monthly Totals

	DESCRIPTION	1 Estimated Quantity Installed	2 Estimated Quantity Installed	3 Estimated Quantity Installed	4 Estimated Quantity Installed	5 Estimated Quantity Installed	6 Estimated Quantity Installed	7 Estimated Quantity Installed	8 Estimated Quantity Installed	9 Estimated Quantity Installed	10 Estimated Quantity Installed	TOTAL Estimated Quantity Installed
	WATER CONNECTION ITEMS											
46	CUT AND CAP EXISTING WATER LINE IN PLACE											
47	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-REDUCER AND COUPLING)											
48	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COUPLING)											
49	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER FITTINGS)											
50	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)											
51	CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)											
52	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER FITTINGS)											
53	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FITTINGS)											
54	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)											
55	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VALVE ASSEMBLY)											
56	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)											
57	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER FITTINGS)											
58	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER FITTINGS)											
	WATER VALVE ITEMS											
59	6" GATE VALVE											
60	8" GATE VALVE											
	WATER FIRE PROTECTION ITEMS											
61	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL TEE, VALVE, HYDRANT, BRASS TAG, PIPE, & OTHER FITTINGS)											
62	REMOVAL OF EXISTING FIRE HYDRANT											
	WATER SERVICE ITEMS											
63	SERIVCE TAP (3/4") (INCL, TAPPING SADDLE, CORP STOP, ETC.)											
64	SERIVCE TAP (1") (INCL, TAPPING SADDLE, CORP STOP, ETC.)											
65	SERVICE TUBING (OPEN CUT) (3/4")											
66	SERVICE TUBING (OPEN CUT) (1")											

Monthly Totals

	DESCRIPTION	1 Estimated Quantity Installed	2 Estimated Quantity Installed	3 Estimated Quantity Installed	4 Estimated Quantity Installed	5 Estimated Quantity Installed	6 Estimated Quantity Installed	7 Estimated Quantity Installed	8 Estimated Quantity Installed	9 Estimated Quantity Installed	10 Estimated Quantity Installed	TOTAL Estimated Quantity Installed
67	SERVICE TUBING (BORED) (3/4")											
68	SERVICE TUBING (BORED) (1")											
69	WATER SERVICE METER (3/4")											
70	WATER SERVICE METER (1")											
	MISCELLANEOUS CONSTRUCTION ITEMS											
71	CRUSHED AGGREGRATE (SIZE #25)	68.35	583.34									651.69
72	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	688	2108									2796
73	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)											
74	HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)											
75	9.5 MM HOT MIX ASPHALT											
76	19 MM HOT MIX ASPHALT											
77	CONCRETE SIDEWALK REPAIR (ALL DEPTHS)											
78	CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)											
79	CONCRETE DITCH REPAIR											
80	CLASS "B" CONCRETE, MINOR STRUCTURES											
81	REINFORCING STEEL											
82	INLET GRATINGS											
83	INLET CASTINGS											
84	12" CORRUGATED HDPE PIPE (DUAL WALL)											
85	15" CORRUGATED HDPE PIPE (DUAL WALL)											
86	12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)											
87	15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)											
88	18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)											
89	18"x11" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTIC GASKETS)											
90	REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DEPTHS)											

Monthly Totals

	DESCRIPTION	1 Estimated Quantity Installed	2 Estimated Quantity Installed	3 Estimated Quantity Installed	4 Estimated Quantity Installed	5 Estimated Quantity Installed	6 Estimated Quantity Installed	7 Estimated Quantity Installed	8 Estimated Quantity Installed	9 Estimated Quantity Installed	10 Estimated Quantity Installed	TOTAL Estimated Quantity Installed
91	REMOVAL OF EXISTING CORRUGATED HDPE PIPE (ALL SIZES AND DEPTHS) AND RESET											
92	REMOVE, SALVAGE, AND RESET EXISTING WOOD FENCE											
93	REMOVE, SALVAGE, AND RESET EXISTING NET WIRE FENCE											
94	REMOVE, SALVAGE, AND RESET EXISTING CHAIN LINK FENCE											
95	6" YELLOW THERMOPLASTIC DETAIL TRAFFIC STRIPE											
96	LEGEND WHITE THERMOPLASTIC TRAFFIC MARKING (6" EQUIVALENT)											
97	SOLID SOD (INCL SOD, TOP SOIL, FERTILIZER, WATERING, ETC.)											
98	LANDSCAPE RESTORATION (INCL TOP SOIL, PLANTS, MULCH, WATERING, ETC.)											
99	CLEARING AND GRUBBING											
100	TEMPORARY EROSION CONTROL											
101	MAINTENANCE OF TRAFFIC	0.1	0.1									0.2
102	MOBILIZATION	0.5										0.5

Stored Material Summary

2 's Application

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8	8/26/2018	9/30/2018	Application Number:	2
Application Period:	8/26/2018 TO 9/30/2018			Application Date:	30-Aug-18

A	B	C	D		E		F		G
			Stored Previously		Stored this Month		Incorporated in Work		
Pay Item No.	Unit Price	Materials Description	Quantity	Amount ($)	Quantity	Amount ($)	Quantity	Amount ($)	Materials Remaining in Storage ($) (D + E - F)
		CAMP STREET AREA SEWER PIPE ITEMS							
1	$ 4.48	8" SDR-26 PVC SEWER PIPE (0-6')	-	$ -	2,109	$ 9,448.32		$ -	$ 9,448.32
2	$ 4.48	8" SDR-26 PVC SEWER PIPE (6'-8')	-	$ -	5,576	$ 24,980.48		$ -	$ 24,980.48
3	$ 4.48	8" SDR-26 PVC SEWER PIPE (8'-10')	-	$ -	2,961	$ 13,265.28	651	$ 2,916.48	$ 10,348.80
4	$ 4.48	8" SDR-26 PVC SEWER PIPE (10'-12')	-	$ -	863	$ 3,866.24	178	$ 797.44	$ 3,068.80
5	$ 4.48	8" SDR-26 PVC SEWER PIPE (12'-14')	-	$ -	249	$ 1,115.52		$ -	$ 1,115.52
6	$ 7.04	10" SDR-26 PVC SEWER PIPE (0-6')	-	$ -	25	$ 176.00		$ -	$ 176.00
7	$ 7.04	10" SDR-26 PVC SEWER PIPE (6'-8')	-	$ -	351	$ 2,471.04	100	$ 704.00	$ 1,767.04
8	$ 7.04	10" SDR-26 PVC SEWER PIPE (8'-10')	-	$ -	325	$ 2,288.00	222	$ 1,564.92	$ 723.08
9	$ 7.04	10" SDR-26 PVC SEWER PIPE (10'-12')	-	$ -	239	$ 1,682.56	244	$ 1,715.72	$ -
10	$ 7.04	10" SDR-26 PVC SEWER PIPE (12'-14')	-	$ -	130	$ 915.20		$ -	$ 915.20
11	$ 7.04	10" SDR-26 PVC SEWER PIPE (14'-16')	-	$ -	8	$ 56.32		$ -	$ 56.32
12	$ 28.12	8" DUCTILE IRON SEWER PIPE (0-6')	-	$ -	384	$ 10,798.08		$ -	$ 10,798.08
13	$ 28.12	8" DUCTILE IRON SEWER PIPE (6'-8')	-	$ -	20	$ 562.40		$ -	$ 562.40
14	$ 38.12	10" DUCTILE IRON SEWER PIPE (0-6')	-	$ -	25	$ 953.00		$ -	$ 953.00
15	$ 38.12	10" DUCTILE IRON SEWER PIPE (6'-8')	-	$ -	30	$ 1,143.60		$ -	$ 1,143.60
16		REMOVAL OF EXISTING SEWER LINE	-	$ -		$ -	1,395	$ -	$ -
17		ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)	-	$ -		$ -		$ -	$ -
18	$ 1.14	TRACER WIRE SYSTEM FOR SEWER	-	$ -	19,153	$ 21,834.42	1,566	$ 1,785.24	$ 20,049.18
		SEWER MANHOLE ITEMS							
19	$ 876.99	48" PRECAST CONCRETE SEWER MANHOLE (0-6)	-	$ -	6	$ 5,261.94		$ -	$ 5,261.94
20	$ 1,018.02	48" PRECAST CONCRETE SEWER MANHOLE (6-8)	-	$ -	32	$ 32,576.64		$ -	$ 32,576.64
21	$ 1,191.00	48" PRECAST CONCRETE SEWER MANHOLE (8-10)	-	$ -	8	$ 9,528.00	2	$ 2,382.00	$ 7,146.00
22	$ 1,346.00	48" PRECAST CONCRETE SEWER MANHOLE (10-12)	-	$ -	1	$ 1,346.00	1	$ 1,346.00	$ -
		TOTALS		$ -		$ 144,269.04		$ 13,211.80	$131,090.40
		10/2/2018							

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Stored Material Summary

Contractor's Application

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8					Application Number:	2			
Application Period:	8/26/2018 TO 9/30/2018					Application Date:	30-Aug-18			
A	B	C	D			E		F		G
			Stored Previously			Stored this Month		Incorporated in Work		
Pay Item No.	Unit Price	Materials Description	Quantity	Amount ($)		Quantity	Amount ($)	Quantity	Amount ($)	Materials Remaining in Storage ($) (D + E - F)
		Subtotal From Previous Page					144269.04		13211.8	131090.3984
23	$ 1,412.67	48" PRECAST CONCRETE SEWER MANHOLE (12-14)	-	$	-	3	$ 4,238.01		$ -	$ 4,238.01
24	$ 929.33	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)	-	$	-	3	$ 2,787.99		$ -	$ 2,787.99
25	$ 1,552.52	60" PRECAST CONCRETE SEWER MANHOLE (0-6)	-	$	-	1	$ 1,552.52		$ -	$ 1,552.52
26	$ 1,550.00	60" PRECAST CONCRETE SEWER MANHOLE (6-8)	-	$	-	1	$ 1,550.00	1	$ 1,550.00	$ -
27	$ 1,850.00	60" PRECAST CONCRETE SEWER MANHOLE (8-10)	-	$	-	1	$ 1,850.00		$ -	$ 1,850.00
28	$ 2,156.00	60" PRECAST CONCRETE SEWER MANHOLE (10-12)	-	$	-	1	$ 2,156.00	1	$ 2,156.00	$ -
29	$ 575.00	60" PRECAST CONCRETE SEWER MANHOLE (6-8) (DOGHOUSE)	-	$	-	2	$ 1,150.00		$ -	$ 1,150.00
30	$ 2,665.00	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (DOGHOUSE)	-	$	-	1	$ 2,665.00		$ -	$ 2,665.00
31		DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TYPES)	-	$	-		$ -	5	$ -	$ -
32		ABANDONMENT OF EXISTING MANHOLE	-	$	-		$ -		$ -	$ -
33	$ 649.28	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	-	$	-	1	$ 649.28		$ -	$ 649.28
		SEWER SERVICE ITEMS								
34	$ 166.26	4" SANITARY SEWER SERVICE CLEANOUT	-	$	-	220	$ 36,577.20	7	$ 1,163.82	$ 35,413.38
35		4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	-	$	-		$ -	3	$ -	$ -
36	$ 2.34	6" SDR-26 PVC PIPE SANITARY SEWER SERIVCE (INCL FITTINGS)	-	$	-	3,792	$ 8,873.28	245	$ 573.30	$ 8,299.98
37	$ 58.40	8"x8"x6" PVC SERVICE TEE	-	$	-	203	$ 11,855.20	7	$ 408.80	$ 11,446.40
38	$ 220.22	10"x10"x6" PVC SERVICE TEE	-	$	-	20	$ 4,404.40	7	$ 1,541.54	$ 2,862.86
39	$ 480.00	8"x8"x6" DUCTILE IRON SERVICE TEE	-	$	-	5	$ 2,400.00		$ -	$ 2,400.00
		WATER PIPE ITEMS								
40	$ 1.06	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OPEN CUT)	-	$	-	40	$ 42.40		$ -	$ 42.40
41	$ 13.15	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	-	$	-	5,344	$ 70,273.60		$ -	$ 70,273.60
42	$ 17.23	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	-	$	-	4,680	$ 80,636.40		$ -	$ 80,636.40
43	$ 18.51	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)	-	$	-	500	$ 9,255.00		$ -	$ 9,255.00
44	$ 25.77	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)	-	$	-	360	$ 9,277.20		$ -	$ 9,277.20
45	$ 1.00	TRACER WIRE SYSTEM FOR WATER	-	$	-	22,864	$ 22,864.00		$ -	$ 22,864.00
		TOTALS		$	-		$ 419,326.52		$ 20,605.26	$ 398,754.42

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Stored Material Summary

Contractor's Application

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8				Application Number:	2			
Application Period:	8/26/2018 TO 9/30/2018				Application Date:	30-Aug-18			
A	B	C	D		E		F		G
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage ($) (D + E - F)
			Quantity	Amount ($)	Quantity	Amount ($)	Quantity	Amount ($)	
		Subtotal From Previous Page				419326.52		20605.26	398754.4184
		WATER CONNECTION ITEMS							
46	$ 116.50	CUT AND CAP EXISTING WATER LINE IN PLACE	-	$ -	6	$ 699.00		$ -	$ 699.00
47	$ 222.00	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-REDUCER AND COUPLING)	-	$ -	1	$ 222.00		$ -	$ 222.00
48	$ 239.00	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COUPLING)	-	$ -	2	$ 478.00		$ -	$ 478.00
49	$ 654.00	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER FITTINGS)	-	$ -	3	$ 1,962.00		$ -	$ 1,962.00
50		CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)	-	$ -		$ -		$ -	$ -
51		CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)	-	$ -		$ -		$ -	$ -
52	$ 654.00	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER FITTINGS)	-	$ -	1	$ 654.00		$ -	$ 654.00
53	$ 916.00	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FITTINGS)	-	$ -	11	$ 10,076.00		$ -	$ 10,076.00
54	$ 207.00	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)	-	$ -	1	$ 207.00		$ -	$ 207.00
55		CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VALVE ASSEMBLY)	-	$ -		$ -		$ -	$ -
56		CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)	-	$ -		$ -		$ -	$ -
57	$ 355.00	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER FITTINGS)	-	$ -	5	$ 1,775.00		$ -	$ 1,775.00
58	$ 550.00	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER FITTINGS)	-	$ -	3	$ 1,650.00		$ -	$ 1,650.00
		WATER VALVE ITEMS							
59		6" GATE VALVE	-	$ -		$ -		$ -	$ -
60		8" GATE VALVE	-	$ -		$ -		$ -	$ -
		WATER FIRE PROTECTION ITEMS							
61	$ 481.00	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL TEE, VALVE, HYDRANT, BRASS TAG, PIPE, & OT	-	$ -	16	$ 7,696.00		$ -	$ 7,696.00
62		REMOVAL OF EXISTING FIRE HYDRANT	-	$ -		$ -		$ -	$ -
		WATER SERVICE ITEMS							
63		SERIVCE TAP (3/4") (INCL, TAPPING SADDLE, CORP STOP, ETC.)	-	$ -		$ -		$ -	$ -
64		SERIVCE TAP (1") (INCL, TAPPING SADDLE, CORP STOP, ETC.)	-	$ -		$ -		$ -	$ -
65		SERVICE TUBING (OPEN CUT) (3/4")	-	$ -		$ -		$ -	$ -
66		SERVICE TUBING (OPEN CUT) (1")	-	$ -		$ -		$ -	$ -
		TOTALS		$ -		$ 444,745.52		$ 20,605.26	$ 424,173.42

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Stored Material Summary

Contractor's Application

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8					Application Number:	2			
Application Period:	8/26/2018 TO 9/30/2018					Application Date:	30-Aug-18			
A	B	C	D		E		F		G	
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage ($) (D + E - F)	
			Quantity	Amount ($)	Quantity	Amount ($)	Quantity	Amount ($)		
		Subtotal From Previous Page				444745.52		20605.26	424173.4184	
67		SERVICE TUBING (BORED) (3/4")	-	$ -		$ -		$ -	$	-
68		SERVICE TUBING (BORED) (1")	-	$ -		$ -		$ -	$	-
69		WATER SERVICE METER (3/4")	-	$ -		$ -		$ -	$	-
70		WATER SERVICE METER (1")	-	$ -		$ -		$ -	$	-
		MISCELLANEOUS CONSTRUCTION ITEMS								
71		CRUSHED AGGREGRATE (SIZE 825)	-	$ -		$ -	652	$ -	$	-
72		SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	-	$ -		$ -	2,796	$ -	$	-
73		CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	-	$ -		$ -		$ -	$	-
74		HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)	-	$ -		$ -		$ -	$	-
75		9.5 MM HOT MIX ASPHALT	-	$ -		$ -		$ -	$	-
76		19 MM HOT MIX ASPHALT	-	$ -		$ -		$ -	$	-
77		CONCRETE SIDEWALK REPAIR (ALL DEPTHS)	-	$ -		$ -		$ -	$	-
78		CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)	-	$ -		$ -		$ -	$	-
79		CONCRETE DITCH REPAIR	-	$ -		$ -		$ -	$	-
80		CLASS "B" CONCRETE, MINOR STRUCTURES	-	$ -		$ -		$ -	$	-
81		REINFORCING STEEL	-	$ -		$ -		$ -	$	-
82		INLET GRATINGS	-	$ -		$ -		$ -	$	-
83		INLET CASTINGS	-	$ -		$ -		$ -	$	-
84		12" CORRUGATED HDPE PIPE (DUAL WALL)	-	$ -		$ -		$ -	$	-
85		15" CORRUGATED HDPE PIPE (DUAL WALL)	-	$ -		$ -		$ -	$	-
86		12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	-	$ -		$ -		$ -	$	-
87		15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	-	$ -		$ -		$ -	$	-
88		18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	-	$ -		$ -		$ -	$	-
89		18"x11" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTIC GASKETS)	-	$ -		$ -		$ -	$	-
90		REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DEPTHS)	-	$ -		$ -		$ -	$	-
		TOTALS		$ -		$ 444,745.52		$ 20,605.26	$	424,173.42

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Stored Material Summary

Contractor's Application

For (contract):	COMPREHENSIVE SEWER/WATER **PHASE 8**						Application Number:	2			
Application Period:	8/26/2018 TO 9/30/2018						Application Date:	30-Aug-18			
A	B	C	D		E		F				G
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work				Materials Remaining in Storage ($) (D + E - F)
			Quantity	Amount ($)	Quantity	Amount ($)	Quantity	Amount ($)			
		Subtotal From Previous Page									
91		REMOVAL OF EXISTING CORRUGATED HDPE PIPE (ALL SIZES AND DEPTHS) AND RESET	-	$ -		$ -		$ -			$ -
92		REMOVE, SALVAGE, AND RESET EXISTING WOOD FENCE	-	$ -		$ -		$ -			$ -
93		REMOVE, SALVAGE, AND RESET EXISTING NET WIRE FENCE	-	$ -		$ -		$ -			$ -
94		REMOVE, SALVAGE, AND RESET EXISTING CHAIN LINK FENCE	-	$ -		$ -		$ -			$ -
95		6" YELLOW THERMOPLASTIC DETAIL TRAFFIC STRIPE	-	$ -		$ -		$ -			$ -
96		LEGEND WHITE THERMOPLASTIC TRAFFIC MARKING (6" EQUIVALENT)	-	$ -		$ -		$ -			$ -
97		SOLID SOD (INCL SOD, TOP SOIL, FERTILIZER, WATERING, ETC.)	-	$ -		$ -		$ -			$ -
98		LANDSCAPE RESTORATION (INCL TOP SOIL, PLANTS, MULCH, WATERING, ETC.)	-	$ -		$ -		$ -			$ -
99		CLEARING AND GRUBBING	-	$ -		$ -		$ -			$ -
100		TEMPORARY EROSION CONTROL	-	$ -		$ -		$ -			$ -
101		MAINTENANCE OF TRAFFIC	-	$ -		$ -		$ -	0	$ -	$ -
102		MOBILIZATION	-	$ -		$ -		$ -	1	$ -	$ -
			-	$ -		$ -		$ -		$ -	$ -
			-	$ -		$ -		$ -		$ -	$ -
			-	$ -		$ -		$ -		$ -	$ -
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			-	$ -		$ -		$ -		$ -	$ -
			-	$ -		$ -		$ -		$ -	$ -
		TOTALS		$ -		$ -		$ -		$ -	$ -

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sdw
Engineering Progress

October 11, 2018

City of Hattiesburg
Post Office Box 1898
Hattiesburg MS 39403-1898

Attn: Lamar Rutland, P.E.

**RE: Comprehensive Sewer Improvements Ph V -
City of Hattiesburg**

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 9 for the above referenced project in the amount of $25,674.29.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/aa

cc: Terry Jackson, SDW

RECEIVED 10/12/18

093695.7220.54
MB 2017-403

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

Contractor's Application For Payment No. 9

	Application Period: Beginning: 8/26/2018 Ending: 9/30/2018	Application Date: 2-Oct-18
To (Owner): CITY OF HATTIESBURG	From (Contractor): C.B. DEVELOPERS, INC.	Via (Engineer): SHOWS, DEARMAN & WAITS, INC.
Project: COMPRENHENSIVE SEWER PHASE 5	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS	$ -	$ -
NET CHANGE BY CHANGE ORDERS	$ -	

1. ORIGINAL CONTRACT PRICE	$	1,077,240.50
2. Net change by Change Orders	$	-
3. CURRENT CONTRACT PRICE (LINE 1 + 2)	$	1,077,240.50
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimates)	$	1,018,005.90
5. RETAINAGE:		
a. 5.0 % x Work Completed	$	50,900.29
b. 5.0% x Stored Material	$	-
c. Total Retainage (line 5a + line 5b)	$	50,900.29
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	$	967,105.61
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	941,431.32
8. AMOUNT DUE THIS APPLICATION	$	***25,674.29***
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	$	110,134.89

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Date: 10/2/2018

Payment of: **$25,674.29**
(Line 8 or other - attach explanation of other amount)

Is recommended by: _____ 10-11-18
(Engineer) (Date)

Payment of: **$25,674.29**
(Line 8 or other - attach explanation of other amount)

Is approved by: _____ _____
(Owner) (Date)

Is approved by: _____ _____
(Owner) (Date)

Approved by: _____ _____
(Funding Agency, if applicable) (Date)

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Progress Estimate

9ctor's Application

For (contract):	COMPRENHENSIVE SEWER PHASE 5	8/26/2018	9/30/2018	Application Number:	10/2/2018
Application Period:	8/26/2018 TO 9/30/2018			Application Date:	2-Oct-18

	A			B	C	D	E	F		G
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	SITE 1-DOGWOOD DRIVE									
1	**4" 160 PSI PVC SANITARY SEWER FORCE MAIN (ALL DEPTHS)**	**1000.0**	$ 7.84	$ 7,840.00	982	$ 7,698.88	$0.00	$ 7,698.88	98%	$ 141.12
2	**8" SDR 26 PVC SEWER PIPE (0-6')**	**1098.0**	$ 24.16	$ 26,527.68	966	$ 23,338.56	$0.00	$ 23,338.56	88%	$ 3,189.12
3	**8" SDR 26 PVC SEWER PIPE (6'-8')**	**601.0**	$ 26.56	$ 15,962.56	707	$ 18,777.92	$0.00	$ 18,777.92	118%	$ (2,815.36)
4	**8" SDR 26 PVC SEWER PIPE (8'-10')**	**123.0**	$ 38.55	$ 4,741.65	146	$ 5,628.30	$0.00	$ 5,628.30	119%	$ (886.65)
5	**8" SDR 26 PVC SEWER PIPE (10'-12')**	**101.0**	$ 43.34	$ 4,377.34	48	$ 2,080.32	$0.00	$ 2,080.32	48%	$ 2,297.02
6	**8" SDR 26 PVC SEWER PIPE (12'-14')**	**135.0**	$ 48.14	$ 6,498.90	55	$ 2,647.70	$0.00	$ 2,647.70	41%	$ 3,851.20
7	**AIR RELEASE AND VACUUM VALVE ASSEMBLY (INCLUDING PR**	**1.0**	$ 4,189.24	$ 4,189.24	1	$ 4,189.24	$0.00	$ 4,189.24	100%	$ -
	MANHOLE ITEMS									
8	**48" PRECAST CONCRETE SEWER MANHOLE (0-6')**	**3.0**	$ 2,689.82	$ 8,069.46	2	$ 5,379.64	$0.00	$ 5,379.64	67%	$ 2,689.82
9	**48" PRECAST CONCRETE SEWER MANHOLE (6'-8')**	**8.0**	$ 3,176.78	$ 25,414.24	7	$ 22,237.46	$0.00	$ 22,237.46	88%	$ 3,176.78
10	**48" PRECAST CONCRETE SEWER MANHOLE (8'-10')**	**1.0**	$ 3,658.87	$ 3,658.87	1	$ 3,658.87	$0.00	$ 3,658.87	100%	$ -
11	**48" PRECAST CONCRETE SEWER MANHOLE (10'-12')**	**1.0**	$ 4,190.30	$ 4,190.30	-	$ -	$0.00	$ -	0%	$ 4,190.30
12	**48" PRECAST CONCRETE SEWER MANHOLE (12'-14')**	**1.0**	$ 4,382.73	$ 4,382.73	1	$ 4,382.73	$0.00	$ 4,382.73	100%	$ -
	SEWER SERVICE ITEMS									
13	**6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)**	**942.0**	$ 10.60	$ 9,985.20	898	$ 9,518.80	$0.00	$ 9,518.80	95%	$ 466.40
14	**8" X 8" X 6" PVC TEE**	**8.0**	$ 323.75	$ 2,590.00	9	$ 2,913.75	$0.00	$ 2,913.75	113%	$ (323.75)
15	**6" PVC CLEANOUT**	**8.0**	$ 359.74	$ 2,877.92	15	$ 5,396.10	$0.00	$ 5,396.10	188%	$ (2,518.18)
	LIFT STATION ITEMS									
16	**LIFT STATION INCL CLEARING AND GRUBBING, BORROW MAT**	**1.0**	$ 207,236.80	$ 207,236.80	1	$ 207,236.80	$0.00	$ 207,236.80	100%	$ -
	MISCELLANEOUS CONSTRUCTION ITEMS									
17	**ABANDONMENT OF SEPTIC TANKS**	**7.0**	$ 359.68	$ 2,517.76	5	$ 1,798.40	$0.00	$ 1,798.40	71%	$ 719.36
18	**DROP MANHOLE ASSEMBLY (ALL DEPTHS)**	**3.0**	$ 869.23	$ 2,607.69	3	$ 2,607.69	$0.00	$ 2,607.69	100%	$ -
19	**WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTIN**	**4.0**	$ 599.95	$ 2,399.80	-	$ -	$0.00	$ -	0%	$ 2,399.80
20	**CRUSHED AGGREGRATE (SIZE 825)**	**612.0**	$ 44.96	$ 27,515.52	874	$ 39,303.13	$0.00	$ 39,303.13	143%	$ (11,787.61)
	TOTALS			**$ 373,583.66**		**$ 368,794.29**	**$0.00**	**$ 368,794.29**		**$ 4,789.37**

EJCDC No. C-620 (2002 Edition) 10/2/2018

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (contract):	COMPRENHENSIVE SEWER PHASE 5				Application Number:	43375				
Application Period:	8/26/2018 TO 9/30/2018				Application Date:	2-Oct-18				
	A			B	C	D	E	F		G
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	Subtotal from Previous Page			$ 373,583.66		$ 368,794.29	$0.00	$ 368,794.29		$ 4,789.37
21	**SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM**	**2495.0**	$ 10.79	$ 26,921.05	56	$ 604.24	$0.00	$ 604.24	2%	$ 26,316.81
22	**HOT MIX ASPHALT, ST, 9.5MM**	**208.0**	$ 167.85	$ 34,912.80	89	$ 14,935.29	$0.00	$ 14,935.29	43%	$ 19,977.51
23	**CONCRETE PAVEMENT REPAIR (ALL DEPTHS)**	**57.0**	$ 59.95	$ 3,417.15	-	$ -	$0.00	$ -	0%	$ 3,417.15
24	**REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)**	**16.0**	$ 11.99	$ 191.84	72	$ 863.28	$0.00	$ 863.28	450%	$ (671.44)
25	**30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS**	**16.0**	$ 95.92	$ 1,534.72	-	$ -	$0.00	$ -	0%	$ 1,534.72
26	**CLASS "B" CONCRETE, MINOR STRUCTURES**	**5.0**	$ 2,353.82	$ 11,769.10	-	$ -	$0.00	$ -	0%	$ 11,769.10
27	**GRASSING**	**1.0**	$ 3,896.56	$ 3,896.56	-	$ -	$0.00	$ -	0%	$ 3,896.56
28	**EROSION CONTROL**	**1.0**	$ 6,594.17	$ 6,594.17	1	$ 3,297.09	$0.00	$ 3,297.09	50%	$ 3,297.09
29	**MOBILIZATION**	**1.0**	$ 44,960.26	$ 44,960.26	1	$ 44,960.26	$0.00	$ 44,960.26	100%	$ -
30	**MAINTENANCE OF TRAFFIC**	**1.0**	$ 29,973.50	$ 29,973.50	1	$ 29,973.50	$0.00	$ 29,973.50	100%	$ -
	SITE 2-CORRINE STREET, EMERALD LANE & DUKE AVENUE									
1	**8" SDR 26 PVC SEWER PIPE (6'-8')**	**243.0**	$ 24.46	$ 5,943.78	448	$ 10,958.08	$0.00	$ 10,958.08	184%	$ (5,014.30)
2	**8" SDR 26 PVC SEWER PIPE (8'-10')**	**635.0**	$ 26.56	$ 16,865.60	865	$ 22,974.40	$0.00	$ 22,974.40	136%	$ (6,108.80)
3	**8" SDR 26 PVC SEWER PIPE (10'-12')**	**125.0**	$ 28.95	$ 3,618.75	115	$ 3,329.25	$0.00	$ 3,329.25	92%	$ 289.50
4	**8" SDR 26 PVC SEWER PIPE (12'-14')**	**137.0**	$ 31.35	$ 4,294.95	145	$ 4,545.75	$0.00	$ 4,545.75	106%	$ (250.80)
5	**8" SDR 26 PVC SEWER PIPE (14'-16')**	**102.0**	$ 36.15	$ 3,687.30	102	$ 3,687.30	$0.00	$ 3,687.30	100%	$ -
6	**8" SDR 26 PVC SEWER PIPE (16'-18')**	**187.0**	$ 40.94	$ 7,655.78	327	$ 13,387.38	$0.00	$ 13,387.38	175%	$ (5,731.60)
7	**8" SDR 11 HDPE SEWER SERVICE BORE**	**275.0**	$ 59.47	$ 16,354.25	268	$ 15,937.96	$0.00	$ 15,937.96	97%	$ 416.29
8	**15" SDR 26 PVC SEWER PIPE (6'-8')**	**733.0**	$ 38.50	$ 28,220.50	647	$ 24,909.50	$0.00	$ 24,909.50	88%	$ 3,311.00
9	**15" SDR 26 PVC SEWER PIPE (8'-10')**	**336.0**	$ 43.29	$ 14,545.44	315	$ 13,636.35	$0.00	$ 13,636.35	94%	$ 909.09
10	**15" SDR 26 PVC SEWER PIPE (10'-12')**	**225.0**	$ 48.09	$ 10,820.25	266	$ 12,791.94	$0.00	$ 12,791.94	118%	$ (1,971.69)
11	**24" STEEL CASING (BORED)**	**60.0**	$ 213.46	$ 12,807.60	30	$ 6,403.80	$0.00	$ 6,403.80	50%	$ 6,403.80
	MANHOLE ITEMS									
12	**48" PRECAST CONCRETE SEWER MANHOLE (8'-10')**	**3.0**	$ 3,179.29	$ 9,537.87	4	$ 12,717.16	$0.00	$ 12,717.16	133%	$ (3,179.29)
13	**48" PRECAST CONCRETE SEWER MANHOLE (12'-14')**	**1.0**	$ 3,663.36	$ 3,663.36	1	$ 3,663.36	$0.00	$ 3,663.36	100%	$ -
	TOTALS			**$ 675,770.24**		**$ 612,370.18**	**$0.00**	**$ 612,370.18**		**$ 63,400.06**

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Progress Estimate **Contractor's Application**

For (contract):	COMPRENHENSIVE SEWER PHASE 5				Application Number:	43375				
Application Period:	8/26/2018 TO 9/30/2018				Application Date:	2-Oct-18				
	A			B	C	D	E	F		G
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	Subtotal from Previous Page			$ 675,770.24		$ 612,370.18	$0.00	$ 612,370.18		$ 63,400.06
14	48" PRECAST CONCRETE SEWER MANHOLE (14'-16')	1.0	$ 4,675.87	$ 4,675.87	1	$ 4,675.87	$0.00	$ 4,675.87	100%	$ -
15	60" PRECAST CONCRETE SEWER MANHOLE (6'-8')	3.0	$ 4,615.92	$ 13,847.76	2	$ 9,231.84	$0.00	$ 9,231.84	67%	$ 4,615.92
16	60" PRECAST CONCRETE SEWER MANHOLE (10'-12')	2.0	$ 4,991.79	$ 9,983.58	3	$ 14,975.37	$0.00	$ 14,975.37	150%	$ (4,991.79)
17	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	3.0	$ 869.23	$ 2,607.69	1	$ 869.23	$0.00	$ 869.23	33%	$ 1,738.46
18	DEMOLITION AND REMOVAL OF EXISTING SEWER MANHOLE	8.0	$ 1,498.68	$ 11,989.44	8	$ 11,989.44	$0.00	$ 11,989.44	100%	$ -
	SEWER SERVICE ITEMS									
19	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)	270.0	$ 10.56	$ 2,851.20	846	$ 8,933.76	$0.00	$ 8,933.76	313%	$ (6,082.56)
20	8" X 8" X 6" PVC TEE	3.0	$ 323.75	$ 971.25	15	$ 4,856.25	$0.00	$ 4,856.25	500%	$ (3,885.00)
21	SERVICE CONNECTION (INSERT A TEE)	6.0	$ 585.08	$ 3,510.48	17	$ 9,946.36	$0.00	$ 9,946.36	283%	$ (6,435.88)
22	6" PVC CLEANOUT	9.0	$ 370.47	$ 3,334.23	32	$ 11,855.04	$0.00	$ 11,855.04	356%	$ (8,520.81)
	MISCELLANOUS CONSTRUCTION ITEMS									
23	WATER SERVICE REPAIR (INCLUDING SERIVCE TUBING, FITTIN	8.0	$ 669.01	$ 5,352.08	11	$ 7,359.11	$0.00	$ 7,359.11	138%	$ (2,007.03)
24	CRUSHED AGGREGRATE (SIZE 825)	1387.0	$ 44.96	$ 62,359.52	1,333.32	$ 59,946.07	$0.00	$ 59,946.07	96%	$ 2,413.45
25	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	8090.0	$ 11.39	$ 92,145.10	3,396	$ 38,681.01	$0.00	$ 38,681.01	42%	$ 53,464.09
26	HOT MIX ASPHALT, ST, 9.5MM	530.0	$ 167.85	$ 88,960.50	726	$ 121,830.57	$0.00	$ 121,830.57	137%	$ (32,870.07)
27	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	25.0	$ 59.95	$ 1,498.75	26	$ 1,563.50	$0.00	$ 1,563.50	104%	$ (64.75)
28	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)	180.0	$ 11.99	$ 2,158.20	288	$ 3,453.12	$0.00	$ 3,453.12	160%	$ (1,294.92)
29	12" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	24.0	$ 39.57	$ 949.68	-	$ -	$0.00	$ -	0%	$ 949.68
30	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	64.0	$ 43.16	$ 2,762.24	168	$ 7,250.88	$0.00	$ 7,250.88	263%	$ (4,488.64)
31	21" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	40.0	$ 52.75	$ 2,110.00	-	$ -	$0.00	$ -	0%	$ 2,110.00
32	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	48.0	$ 70.74	$ 3,395.52	120	$ 8,488.80	$0.00	$ 8,488.80	250%	$ (5,093.28)
33	CLASS "B" CONCRETE, MINOR STRUCTURES	1.0	$ 2,381.10	$ 2,381.10	-	$ -	$0.00	$ -	0%	$ 2,381.10
34	GRASSING	1.0	$ 3,896.56	$ 3,896.56	-	$ -	$0.00	$ -	0%	$ 3,896.56
35	EROSION CONTROL	1.0	$ 7,793.11	$ 7,793.11	1	$ 7,793.11	$0.00	$ 7,793.11	100%	$ -
36	MOBILIZATION	1.0	$ 41,962.90	$ 41,962.90	1.00	$ 41,962.90	$0.00	$ 41,962.90	100%	$ -
	TOTALS			$ 1,047,267.00		$ 988,032.40	$0.00	$ 988,032.40		$ 59,234.60

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Progress Estimate **Contractor's Application**

For (contract):	COMPRENHENSIVE SEWER PHASE 5				Application Number:	43375				
Application Period:	8/26/2018 TO 9/30/2018				Application Date:	2-Oct-18				
	A			B	C	D	E	F		G
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	Subtotal from Previous Page			$ 1,047,267.00		$ 988,032.40	$0.00	$ 988,032.40		$ 59,234.60
37	MAINTENANCE OF TRAFFIC	1.0	$ 29,973.50	$ 29,973.50	1	$ 29,973.50	$0.00	$ 29,973.50	100%	$ -
0	0	0.0	$ -	$ -	-	$ -	$0.00	$ -	#DIV/0!	$ -
0	0	0.0	$ -	$ -	-	$ -	$0.00	$ -	#DIV/0!	$ -
0	0	0.0	$ -	$ -	-	$ -	$0.00	$ -	#DIV/0!	$ -
0	0	0.0	$ -	$ -	-	$ -	$0.00	$ -	#DIV/0!	$ -
0	0	0.0	$ -	$ -	-	$ -	$0.00	$ -	#DIV/0!	$ -
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0	0	0.0	$ -	$ -	-	$ -	$0.00	$ -	#DIV/0!	$ -
0	0	0.0	$ -	$ -	-	$ -	$0.00	$ -	#DIV/0!	$ -
0	0	0.0	$ -	$ -	-	$ -	$0.00	$ -	#DIV/0!	$ -
0	0	0.0	$ -	$ -	-	$ -	$0.00	$ -	#DIV/0!	$ -
0	0	0.0	$ -	$ -	-	$ -	$0.00	$ -	#DIV/0!	$ -
0	0	0.0	$ -	$ -	-	$ -	$0.00	$ -	#DIV/0!	$ -
	TOTALS			$ 1,077,240.50		$ 1,018,005.90	$0.00	$ 1,018,005.90		$ 59,234.60

Monthly Totals

	DESCRIPTION	1 Estimated Quantity Installed	2 Estimated Quantity Installed	3 Estimated Quantity Installed	4 Estimated Quantity Installed	5 Estimated Quantity Installed	6 Estimated Quantity Installed	7 Estimated Quantity Installed	8 Estimated Quantity Installed	9 Estimated Quantity Installed	10 Estimated Quantity Installed	TOTAL Estimated Quantity Installed
	SITE 1-DOGWOOD DRIVE											0
1	4" 160 PSI PVC SANITARY SEWER FORCE MAIN (ALL DEPTHS)						745	237				982
2	8" SDR 26 PVC SEWER PIPE (0-6')					423	543					966
3	8" SDR 26 PVC SEWER PIPE (6'-8')					151	184	372				707
4	8" SDR 26 PVC SEWER PIPE (8'-10')					96	50					146
5	8" SDR 26 PVC SEWER PIPE (10'-12')						48					48
6	8" SDR 26 PVC SEWER PIPE (12'-14')						55					55
7	AIR RELEASE AND VACUUM VALVE ASSEMBLY (INCLUDING PRECAST CONCRETE MANHOLE)							1				1
6	MANHOLE ITEMS											0
8	48" PRECAST CONCRETE SEWER MANHOLE (0-6')						1			1		2
9	48" PRECAST CONCRETE SEWER MANHOLE (6'-8')					3	2			2		7
10	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')					1						1
11	48" PRECAST CONCRETE SEWER MANHOLE (10'-12')											0
12	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')						1					1
	SEWER SERVICE ITEMS											0
13	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)					144	369	282		103		898
14	8" X 8" X 6" PVC TEE					2	4	2		1		9
15	6" PVC CLEANOUT					3	4	3		5		15
	LIFT STATION ITEMS											0
16	LIFT STATION INCL CLEARING AND GRUBBING, BORROW MATERIAL, CRUSHED AGGREGRATE, CONCRETE WET WELL, PUMPS, ELECTRICAL, DISCONNECT, VAL					0.25	0.5		0.2	0.05		1
	MISCELLANEOUS CONSTRUCTION ITEMS											0
17	ABANDONMENT OF SEPTIC TANKS									5		5
18	DROP MANHOLE ASSEMBLY (ALL DEPTHS)									3		3
19	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTINGS, CORP STOP, CURB STOP, TAPPING SADDLE, ETC.)											0
20	CRUSHED AGGREGRATE (SIZE B25)					12.08		77.75	784.35			874.18

Monthly Totals

	DESCRIPTION	1 Estimated Quantity Installed	2 Estimated Quantity Installed	3 Estimated Quantity Installed	4 Estimated Quantity Installed	5 Estimated Quantity Installed	6 Estimated Quantity Installed	7 Estimated Quantity Installed	8 Estimated Quantity Installed	9 Estimated Quantity Installed	10 Estimated Quantity Installed	TOTAL Estimated Quantity Installed
21	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM					56						56
22	HOT MIX ASPHALT, ST, 9.5MM							88.98				88.98
23	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)											0
24	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)								72			72
25	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS											0
26	CLASS "B" CONCRETE, MINOR STRUCTURES											0
27	GRASSING											0
28	EROSION CONTROL						0.5					0.5
29	MOBILIZATION					1						1
30	MAINTENANCE OF TRAFFIC					0.5	0.25		0.25			1
	SITE 2-CORRINE STREET, EMERALD LANE & DUKE AVENUE											0
1	8" SDR 26 PVC SEWER PIPE (6'-8')			28	420							448
2	8" SDR 26 PVC SEWER PIPE (8'-10')			111	754							865
3	8" SDR 26 PVC SEWER PIPE (10'-12')			115								115
4	8" SDR 26 PVC SEWER PIPE (12'-14')			145								145
5	8" SDR 26 PVC SEWER PIPE (14'-16')			77	25							102
6	8" SDR 26 PVC SEWER PIPE (16'-18')			215	112							327
7	8" SDR 11 HDPE SEWER SERVICE BORE			268								268
8	15" SDR 26 PVC SEWER PIPE (6'-8')		647									647
9	15" SDR 26 PVC SEWER PIPE (8'-10')	200	115									315
10	15" SDR 26 PVC SEWER PIPE (10'-12')	98	168									266
11	24" STEEL CASING (BORED)		30									30
	MANHOLE ITEMS											0
12	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')				4							4
13	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')			1								1

Monthly Totals

	DESCRIPTION	1 Estimated Quantity Installed	2 Estimated Quantity Installed	3 Estimated Quantity Installed	4 Estimated Quantity Installed	5 Estimated Quantity Installed	6 Estimated Quantity Installed	7 Estimated Quantity Installed	8 Estimated Quantity Installed	9 Estimated Quantity Installed	10 Estimated Quantity Installed	TOTAL Estimated Quantity Installed
14	48" PRECAST CONCRETE SEWER MANHOLE (14'-16')			1								1
15	60" PRECAST CONCRETE SEWER MANHOLE (6'-8')		2									2
16	60" PRECAST CONCRETE SEWER MANHOLE (10'-12')	2	1									3
17	DROP MANHOLE ASSEMBLY (ALL DEPTHS)		1									1
18	DEMOLITION AND REMOVAL OF EXISTING SEWER MANHOLE		5		3							8
	SEWER SERVICE ITEMS											0
19	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)	17	236	333	260							846
20	8" X 8" X 6" PVC TEE			10	5							15
21	SERVICE CONNECTION (INSERT A TEE)	1	16									17
22	6" PVC CLEANOUT	1	13	11	7							32
	MISCELLANOUS CONSTRUCTION ITEMS											0
23	WATER SERVICE REPAIR (INCLUDING SERIVCE TUBING, FITTINGS, CORP STOP, CURB STOP, TAPPING SADDL		3	8								11
24	CRUSHED AGGREGRATE (SIZE 825)	111.39	538.72	451.21	232							1333.32
25	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM		716	1762	854			64.05				3396.05
26	HOT MIX ASPHALT, ST, 9.5MM								725.83			725.83
27	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)				26.08							26.08
28	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)		88		200							288
29	12" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS											0
30	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	40	48		80							168
31	21" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS											0
32	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS				120							120
33	CLASS "B" CONCRETE, MINOR STRUCTURES		0									0
34	GRASSING											0
35	EROSION CONTROL				0.5		0.5					1
36	MOBILIZATION	0.5	0.5									1

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
37	MAINTENANCE OF TRAFFIC		0.5		0.5							1
0	0											0
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sdw
Engineering Progress

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

September 27, 2018
Project No: 11256
Invoice No: 20468

Project Manager Kyle Wallace

Project 11256 CIPP Sewer in Various Locations

Professional Services from August 26, 2018 to September 22, 2018

Phase DD Design Phase Services

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Wallace, Kyle	53.00	175.00	9,275.00	
Weeks, John	14.00	175.00	2,450.00	
Totals	67.00		11,725.00	
Total Labor				**11,725.00**
		Total this Phase		**$11,725.00**
		Total this Invoice		**$11,725.00**

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

093695. 7220.75
MB 2011-4/89-110

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Engineering Progress

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

September 27, 2018
Project No: 1273-W015
Invoice No: 20466

Project Manager John Weeks
Project 1273-W015 Water Plant #1 Rehabilitation
Professional Services from August 25, 2018 to September 22, 2018

Phase AS Additional Services

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Sullivan, Richard	.50	105.00	52.50	
Totals	.50		52.50	
Total Labor				**52.50**
			Total this Phase	**$52.50**

Phase DD Design Phase Services

Professional Personnel

	Hours	Rate	Amount	
CAD TECHNICIAN II				
Trahan, Beau	40.50	90.00	3,645.00	
PROJECT ENGINEER				
Connolly, Nicholas	25.00	175.00	4,375.00	
Weeks, John	29.50	175.00	5,162.50	
Totals	95.00		13,182.50	
Total Labor				**13,182.50**
			Total this Phase	**$13,182.50**
			Total this Invoice	**$13,235.00**

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

093695.7295.70
MB 2017-81

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

September 27, 2018
Project No: 1273-S011
Invoice No: 20465

Project Manager John Weeks

Project 1273-S011 ComSWIP Sewer Phase X - Quinn St. Area

Professional Services from August 26, 2018 to September 22, 2018

Professional Personnel

	Hours	Rate	Amount	
SR. RESIDENT PROJECT REPRESENTATIVE				
Phillips, Michael	8.50	85.00	722.50	
PROJECT ENGINEER				
Weeks, John	14.00	175.00	2,450.00	
Totals	22.50		3,172.50	
Total Labor				**3,172.50**
		Total this Invoice		**$3,172.50**

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

093695.7220.72
MB 2011-4/89-110

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CITY OF HATTIESBURG
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HATTIESBURG, MS 39403-1898

September 27, 2018
Project No: 1273-S010
Invoice No: 20464

Project Manager John Weeks

Project 1273-S010 ComSWIP Sewer Phase VIII - Camp St. Area

Professional Services from August 26, 2018 to September 22, 2018

Phase CM Construction Phase Services

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Sullivan, Richard	.50	105.00	52.50	
SR. RESIDENT PROJECT REPRESENTATIVE				
Jackson, Terry	21.00	95.00	1,995.00	
Tingle, William	108.00	95.00	10,260.00	
PROJECT ENGINEER				
Weeks, John	30.00	150.00	4,500.00	
Totals	159.50		16,807.50	
Total Labor				**16,807.50**
			Total this Phase	**$16,807.50**
			Total this Invoice	**$16,807.50**

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

093695. 7220. 70
MB 2011-4/89-110

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Engineering Progress

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

September 26, 2018
Project No: 1273-W013.001
Invoice No: 20459

Project Manager Kyle Wallace

Project 1273-W013.001 COMSWIP Water Phase V - I59 Crossing - Construction Phase

Professional Services from August 26, 2018 to September 22, 2018

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount	
SR. RESIDENT PROJECT REPRESENTATIVE				
Jackson, Terry	3.00	85.00	255.00	
FIELD CREW				
Crew, Field	2.50	175.00	437.50	
PROJECT ENGINEER				
Wallace, Kyle	3.00	175.00	525.00	
Totals	8.50		1,217.50	
Total Labor				**1,217.50**
		Total this Phase		**$1,217.50**
		Total this Invoice		**$1,217.50**

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

093695.7245.62
MB 2011-4/89-110

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Engineering Progress

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

September 26, 2018
Project No: 1273-W007
Invoice No: 20458

Project Manager Kyle Wallace

Project 1273-W007 ComSWIP Water Phase II - Palmers Crossing

Professional Services from August 26, 2018 to September 22, 2018

Phase CM Palmer's Crossing - Construction Phase

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Jackson, Terry	13.00	85.00	1,105.00	
PROJECT ENGINEER				
McNease, Shea	2.00	150.00	300.00	
Sellers, Bennie	2.00	150.00	300.00	
Wallace, Kyle	10.00	150.00	1,500.00	
Totals	27.00		3,205.00	
Total Labor				**3,205.00**
		Total this Phase		**$3,205.00**
		Total this Invoice		**$3,205.00**

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

093695. 7245.51
MB 2011-4/89-110

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Engineering Progress

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

September 26, 2018
Project No: 1273-S005
Invoice No: 20456

Project Manager Kyle Wallace

Project 1273-S005 ComSWIP Sewer Phase V

Professional Services from August 26, 2018 to September 22, 2018

Phase CM Phase V - Construction Phase Services

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Jackson, Terry	37.00	85.00	3,145.00	
PROJECT ENGINEER				
Sellers, Bennie	2.00	150.00	300.00	
Wallace, Kyle	6.50	175.00	1,137.50	
Totals	45.50		4,582.50	
Total Labor				**4,582.50**
			Total this Phase	**$4,582.50**
			Total this Invoice	**$4,582.50**

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

093695. 7220.54
MB 2011-4/89-110 + 2012-1/413

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Engineering Progress

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

September 26, 2018
Project No: 1273-S012
Invoice No: 20457

Project Manager Kyle Wallace

Project 1273-S012 COMSWIP Sewer Improv. Phase XII

Professional Services from August 26, 2018 to September 22, 2018

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Connolly, Nicholas	10.00	175.00	1,750.00	
Wallace, Kyle	20.00	175.00	3,500.00	
Totals	30.00		5,250.00	
Total Labor				**5,250.00**
			Total this Invoice	**$5,250.00**

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

093695. 7220.51
MB 2011-4/ 89-110

Hattiesburg, Mississippi does hereby certify to Regions 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 Series 2016 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 August 18, 2016 (the "Loan Agreement").
(4) The payment herein authorized and approved is a proper charge against the Series 2016 Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
(5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

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

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

_____
Authorized Officer

City of Hattiesburg, MS

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

Master

File Number: 2018-910

File ID: 2018-910 **Type:** Regular Agenda Item **Status:** Passed

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

Requester: Lamar Rutland **File Created:** 10/26/2018

Brief Title: Approve professional services agreement with Shows, Dearman and Waits, Inc. for the MicInnis Spring Road Sewer Extension Project **Final Action:** 11/06/2018

Minute Book Number: MB 2018-272

Title:

Approve Professional Services Agreement between the City and Shows, Dearman and Waits, Inc. for the McInnis Spring Road Sewer Extension project; Authorize the Mayor to execute in duplicate.

Notes: Please return one executed original to engineering.

Agenda Date: 11/06/2018

Indexes: **Agenda Number:** V.-8

Sponsors: **Enactment Date:**

Attachments: SDW Agreement, Executed Agreement - Shows Dearman and Waits McInnis Spring Rd Sewer Extension **Enactment Number:**

Contact: **Meeting Date:** 11/06/2018

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/06/2018	Approve				Pass

Action Text: A MOTION was made by Council Member Brown and seconded by Council Vice President Dryden to Approve Professional Services Agreement between the City and Shows, Dearman and Waits, Inc. for the McInnis Spring Road Sewer Extension project; Authorize the Mayor to execute in duplicate.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea:	5	Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown

Text of Legislative File 2018-910

Title

Approve Professional Services Agreement between the City and Shows, Dearman and Waits, Inc. for the McInnis Spring Road Sewer Extension project; Authorize the Mayor to execute in duplicate.

Summary

Approve Professional Services Agreement between the City and Shows, Dearman and Waits, Inc. for the McInnis Spring Road Sewer Extension project; Authorize the Mayor to execute in duplicate.

Budget Information

075695

Expenditure Type

Regular Budget item

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

National Society of Professional Engineers®

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
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SPECIAL NOTE ON USE OF THIS FORM

This abbreviated Agreement form ("Short Form") is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of potential importance to the parties. Depending on the scope and complexity of the services and the project, the Owner and Engineer may be better served by using the Agreement Between Owner and Engineer for Professional Services (EJCDC® E-500, 2014 Edition), or one of the several special-purpose EJCDC professional services agreement forms.

If the Owner intends to enter into a construction contract for implementation of a design prepared under the Short Form, or otherwise associated with professional services provided under the Short Form, Owner may wish to consider using EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition, and other 2013 EJCDC Construction Series documents. The terms and provisions used in EJCDC® C-700 and the other EJCDC Construction Series documents are consistent with those used in the Short Form.

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SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of [10/6/2018] ("Effective Date") between **the City of Hattiesbur** ("Owner") and **Shows, Dearman and Waits, Inc.** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: McInnis Spring Road Sewer Extension ("Project").

Engineer's services under this Agreement are generally identified as follows: [the engineering design and construction engineering and inspection for the extension of an existing gravity sewer main on McInnis Spring Road in the City of Hattiesburg. ("Services"). ***See Exhibit A, EJCDC® E-500, for an example of a detailed scope of engineering services.***

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").

B. Engineer shall complete its Services within the following specific time period: If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.

C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 45 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in

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writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum*

A. Owner shall pay Engineer for Services as follows:

1. A Lump Sum amount of $ **21,324.00** .

2. In addition to the Lump Sum amount, reimbursement for the following expenses: None

B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the

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same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

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C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.

F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; and

3. such limited license to Owner shall not create any rights in third parties.

G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $100,000 or the total amount of compensation received by Engineer, whichever is greater.

I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for

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consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

K. This Agreement is to be governed by the law of the state in which the Project is located.

L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

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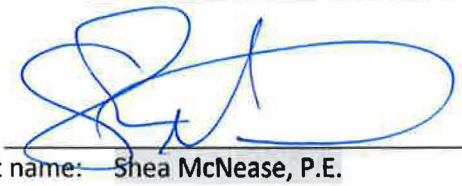
Owner: The City of Hattiesburg	Engineer: Shows, Dearman and Waits, Inc.
By:	By: 
Print name: Honorable Toby Barker	Print name: Shea McNease, P.E.
Title: Mayor	Title: President
Date Signed:	Date Signed: 10/15/18
	Engineer License or Firm's Certificate No. (if required): E-4
	State of: MS
Address for Owner's receipt of notices: P.O. Box 1898 Hattiesburg, MS 39401	Address for Engineer's receipt of notices: 301 Second Avenue Hattiesburg, MS 39401

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This is **Appendix 1, Engineer's Standard Hourly Rates,** referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated 10/16/2018 .

Engineer's Standard Hourly Rates - 2017

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

Senior Engineer	$175/hour
Project Engineer	$150/hour
Junior Engineer	$125/hour
Engineering Intern	$105/hour
Graduate Engineer	$105/hour
Senior AutoCad Technician	$105/hour
AutoCad Technician	$90/hour
Senior Resident Project Representative	$95/hour
Resident Project Representative	$85/hour
Field Crew	$175/hour
Administrative	$45/hour

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

National Society of Professional Engineers®

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
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SPECIAL NOTE ON USE OF THIS FORM

This abbreviated Agreement form ("Short Form") is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of potential importance to the parties. Depending on the scope and complexity of the services and the project, the Owner and Engineer may be better served by using the Agreement Between Owner and Engineer for Professional Services (EJCDC® E-500, 2014 Edition), or one of the several special-purpose EJCDC professional services agreement forms.

If the Owner intends to enter into a construction contract for implementation of a design prepared under the Short Form, or otherwise associated with professional services provided under the Short Form, Owner may wish to consider using EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition, and other 2013 EJCDC Construction Series documents. The terms and provisions used in EJCDC® C-700 and the other EJCDC Construction Series documents are consistent with those used in the Short Form.

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SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of [10/6/2018] ("Effective Date") between **the City of Hattiesbur** ("Owner") and **Shows, Dearman and Waits, Inc.** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **McInnis Spring Road Sewer Extension** ("Project").

Engineer's services under this Agreement are generally identified as follows: **[the engineering design and construction engineering and inspection for the extension of an existing gravity sewer main on McInnis Spring Road in the City of Hattiesburg.** ("Services"). ***See Exhibit A, EJCDC® E-500, for an example of a detailed scope of engineering services.***

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").

B. Engineer shall complete its Services within the following specific time period: If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.

C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 45 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in

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writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum*

A. Owner shall pay Engineer for Services as follows:

1. A Lump Sum amount of $ **21,324.00** .

2. In addition to the Lump Sum amount, reimbursement for the following expenses: **None**

B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the

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same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

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C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.

F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; and

3. such limited license to Owner shall not create any rights in third parties.

G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $100,000 or the total amount of compensation received by Engineer, whichever is greater.

I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for

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consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

K. This Agreement is to be governed by the law of the state in which the Project is located.

L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

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Owner: **The City of Hattiesburg**

By: _____

Print name: Honorable **Toby Barker**

Title: **Mayor**

Date Signed: 11/9/18

Address for Owner's receipt of notices:
P.O. Box 1898
Hattiesburg, MS 39401

Engineer: **Shows, Dearman and Waits, Inc.**

By: _____

Print name: Shea **McNease, P.E.**

Title: **President**

Date Signed: 10/15/18

Engineer License or Firm's Certificate No. (if required):
E-4
State of: MS

Address for Engineer's receipt of notices:
301 Second Avenue
Hattiesburg, MS 39401

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This is **Appendix 1, Engineer's Standard Hourly Rates,** referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated 10/16/2018.

Engineer's Standard Hourly Rates - 2017

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

Senior Engineer	$175/hour
Project Engineer	$150/hour
Junior Engineer	$125/hour
Engineering Intern	$105/hour
Graduate Engineer	$105/hour
Senior AutoCad Technician	$105/hour
AutoCad Technician	$90/hour
Senior Resident Project Representative	$95/hour
Resident Project Representative	$85/hour
Field Crew	$175/hour
Administrative	$45/hour

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City of Hattiesburg, MS

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

Master

File Number: 2018-908

File ID: 2018-908 **Type:** Regular Agenda Item **Status:** Passed

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

Requester: Lamar Rutland **File Created:** 10/26/2018

Brief Title: Approve additional lighting in the Sacred Heart School Area **Final Action:** 11/06/2018

Minute Book Number: MB 2018-272

Title:

Approve lighting agreement with Mississippi Power for additional lighting in the Sacred Heart School area near Walnut Street and Southern Avenue for a monthly billing increase of $79.03; Authorize Mayor to execute in duplicate.

Notes: Please return one executed original to engineering

Agenda Date: 11/06/2018

Indexes: **Agenda Number:** V.-9

Sponsors: **Enactment Date:**

Attachments: MS Power Sacred Heart Walnut & Southern, Executed MS Power Lighting Agreement - Sacred Heart **Enactment Number:**

Contact: **Meeting Date:** 11/06/2018

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/06/2018	Approve				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve lighting agreement with Mississippi Power for additional lighting in the Sacred Heart School area near Walnut Street and Southern Avenue for a monthly billing increase of $79.03; Authorize Mayor to execute in duplicate.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2018-908

Title

Approve lighting agreement with Mississippi Power for additional lighting in the Sacred Heart School area near Walnut Street and Southern Avenue for a monthly billing increase of $79.03; Authorize Mayor to execute in duplicate.

Summary

Approve lighting agreement with Mississippi Power for additional lighting in the Sacred Heart School area near Walnut Street and Southern Avenue for a monthly billing increase of $79.03; Authorize Mayor to execute in duplicate.

DATE: 10-24-18

To: Laman Rutland

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/[redacted] OF Hattiesburg PHONE

AUTHORIZED SIGNATURE X DATE: X

DEVELOPER NAME N/A ACCOUNT # 59841-82000

DEVELOPER SIGNATURE N/A DATE: N/A

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT:
Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY ( )
C/O Joey Jarrell DATE FAX RECEIVED

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL-27) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE. By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL-22. Developer understands and agrees that OL-22 provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	R-9	Sacred Heart School area
150 WATT HPS	R-5	Walnut St. & Southern Ave
250 WATT HPS	R-1	— street Lights —
400 WATT HPS		
1000 WATT HPS		
350 WATT MH		
LED FIXTURES		
90 WATT LED	I-6	This includes new brackets in
110 WATT LED	I-10	most locations.
190 WATT LED		
280 WATT LED		
OTHER FIXTURES		
		Monthly increase $79.03

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE FAX THIS FULLY COMPLETED FORM TO YOUR LOCAL MPC OFFICE AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.

DATE: 10-24-18

To: Laman Rutland

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/[redacted] OF Hattiesburg PHONE _____

AUTHORIZED SIGNATURE X [signature] DATE: X 11-9-18

DEVELOPER NAME N/A ACCOUNT # 59841-82000

DEVELOPER SIGNATURE N/A DATE: N/A

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____
Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY (_____)
C/O Joey Jarrell DATE FAX RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL-27) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL-22. Developer understands and agrees that OL-22 provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	R-9	Sacred Heart School area
150 WATT HPS	R-5	Walnut St & Southern Ave
250 WATT HPS	R-1	— Street Lights —
400 WATT HPS		
1000 WATT HPS		
350 WATT MH		
LED FIXTURES		
90 WATT LED	I-6	This includes new brackets in
110 WATT LED	I-10	most locations.
190 WATT LED		
280 WATT LED		
OTHER FIXTURES		
		Monthly increase $79.03

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE FAX THIS FULLY COMPLETED FORM TO YOUR LOCAL MPC OFFICE AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.

City of Hattiesburg, MS

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

Master

File Number: 2018-909

File ID: 2018-909 **Type:** Regular Agenda Item **Status:** Passed

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

Requester: Lamar Rutland **File Created:** 10/26/2018

Brief Title: Approve additional lighting on Dabbs Street from Southern Avenue to Cypress Avenue **Final Action:** 11/06/2018

Minute Book Number: MB 2018-272

Title:

Approve lighting agreement with Mississippi Power for additional lighting on Dabbs Street from Southern Avenue to Cypress Avenue for a monthly billing increase of $301.82; Authorize Mayor to execute in duplicate.

Notes: Please return one executed original to engineering.

Agenda Date: 11/06/2018

Indexes: **Agenda Number:** V.-10

Sponsors: **Enactment Date:**

Attachments: MS Power-Dabbs St, Executed MS Power Lighting Agreement - Dabbs St **Enactment Number:**

Contact: **Meeting Date:** 11/06/2018

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/06/2018	Approve				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Approve lighting agreement with Mississippi Power for additional lighting on Dabbs Street from Southern Avenue to Cypress Avenue for a monthly billing increase of $301.82; Authorize Mayor to execute in duplicate.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2018-909

Title

Approve lighting agreement with Mississippi Power for additional lighting on Dabbs Street from Southern Avenue to Cypress Avenue for a monthly billing increase of $301.82; Authorize Mayor to execute in duplicate.

Summary

Approve lighting agreement with Mississippi Power for additional lighting on Dabbs Street from Southern Avenue to Cypress Avenue for a monthly billing increase of $301.82; Authorize Mayor to execute in duplicate.

DATE: 10-19-18 → L. Rutland

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE:

AUTHORIZED SIGNATURE X DATE: X

DEVELOPER NAME N/A ACCOUNT # 59841-82000

DEVELOPER SIGNATURE N/A DATE: N/A

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT:
Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY ( )
C/O Joey Jarrell DATE FAX RECEIVED

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL-27) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL-22. Developer understands and agrees that OL-22 provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)		LOCATION AND COMMENTS
COBRA HEAD FIXTURES			
100 WATT HPS	R-17		Dalob St
150 WATT HPS	R-4		from Southern Ave to Cypress Ave
250 WATT HPS			
400 WATT HPS			
1000 WATT HPS			
350 WATT MH			
LED FIXTURES			
90 WATT LED	R-2 I-21	$264.39	
110 WATT LED	I-15	$251.40	
190 WATT LED			
280 WATT LED			
OTHER FIXTURES			
35 Ft poles	I-3	$22.50	Monthly Increase $301.80

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE FAX THIS FULLY COMPLETED FORM TO YOUR LOCAL MPC OFFICE AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.

DATE: 10-19-18 → L. Rutland

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE:

AUTHORIZED SIGNATURE X [signature] DATE: X 11-9-18

DEVELOPER NAME N/A ACCOUNT # 59841-82000

DEVELOPER SIGNATURE N/A DATE: N/A

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____
Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY ( )
C/O Joey Jarrell DATE FAX RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL-27) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL-22. Developer understands and agrees that OL-22 provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)		LOCATION AND COMMENTS
COBRA HEAD FIXTURES			
100 WATT HPS	R-17		Dabb St
150 WATT HPS	R-4		From Southern Ave to Cypress Ave
250 WATT HPS			
400 WATT HPS			
1000 WATT HPS			
350 WATT MH			
LED FIXTURES			
90 WATT LED	R-2 I-21	$264.39	
110 WATT LED	I-15	$251.40	
190 WATT LED			
280 WATT LED			
OTHER FIXTURES			
35 ft poles	I-3	$22.50	Monthly Increase $301.82

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE FAX THIS FULLY COMPLETED FORM TO YOUR LOCAL MPC OFFICE AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.

City of Hattiesburg, MS

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

Master

File Number: 2018-929

File ID: 2018-929 **Type:** Regular Agenda Item **Status:** Approved

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

Requester: **File Created:** 10/30/2018

Brief Title: Sponsorship Agreement with the Hattiesburg Athletic Booster Club. **Final Action:** 11/06/2018

Minute Book Number: MB 2018-273

Title:

Approve and Authorize Mayor to execute Sponsorship Agreement between the City of Hattiesburg and Hattiesburg Athletic Booster Club for sponsorship as outlined in attached agreement, in accordance with Mississippi Code 17-3-1, in an amount not to exceed $10,000.00.

Notes:

Agenda Date: 11/06/2018

Indexes: **Agenda Number:** V.-11

Sponsors: **Enactment Date:**

Attachments: Booster Club Agreement, Executed Sponsorship Agreement with Hattiesburg Athletic Booster Club **Enactment Number:**

Contact: **Meeting Date:** 11/06/2018

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/06/2018	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Approve and Authorize Mayor to execute Sponsorship Agreement between the City of Hattiesburg and Hattiesburg Athletic Booster Club for sponsorship as outlined in attached agreement, in accordance with Mississippi Code 17-3-1, in an amount not to exceed $10,000.00.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2018-929

Title

Approve and Authorize Mayor to execute Sponsorship Agreement between the City of Hattiesburg and Hattiesburg Athletic Booster Club for sponsorship as outlined in attached agreement, in accordance with Mississippi Code 17-3-1, in an amount not to exceed $10,000.00.

Summary

Sponsorship Agreement with the Hattiesburg Athletic Booster Club.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CONTRACTUAL AGREEMENT BETWEEN
HATTIESBURG ATHELETIC BOOSTER CLUB
AND
THE CITY OF HATTIESBURG

This contract between the City of Hattiesburg (City) and Hattiesburg Athletic Booster Club, Inc., a Mississippi non-profit corporation (HABC), is entered into for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Hattiesburg, pursuant to Miss. Code Ann. § 17-3-1.

The City agrees to pay $10,000 in consideration of the following:

- Signage in the HHS Buddy Watkins Gymnasium on the electronic scorer's table with mentions
- Signage at HHS DI Patrick Stadium for football, track and soccer events with mentions
- Full page ad in the HHS Football Media Guide fall
- Advertising on the HHS Football Radio Broadcast and Logo on NFHS Streaming ($2,000)
- Half-time Radio interviews Sponsorship with designee to promote City Events
- Signage at HHS Smokey Harrington Baseball Park with mentions
- City Employees admitted FREE to all athletic events with proper identification

The term of this contract shall be for one (1) year. At the end of this period, both parties shall review the contract and renew terms established at that time.

_____ _____

Toby Barker — Hattiesburg High Booster Club

Mayor

City of Hattiesburg

CONTRACTUAL AGREEMENT BETWEEN
HATTIESBURG ATHELETIC BOOSTER CLUB
AND
THE CITY OF HATTIESBURG

This contract between the City of Hattiesburg (City) and Hattiesburg Athletic Booster Club, Inc., a Mississippi non-profit corporation (HABC), is entered into for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Hattiesburg, pursuant to Miss. Code Ann. § 17-3-1.

The City agrees to pay $10,000 in consideration of the following:

- Signage in the HHS Buddy Watkins Gymnasium on the electronic scorer's table with mentions
- Signage at HHS DI Patrick Stadium for football, track and soccer events with mentions
- Full page ad in the HHS Football Media Guide fall
- Advertising on the HHS Football Radio Broadcast and Logo on NFHS Streaming ($2,000)
- Half-time Radio interviews Sponsorship with designee to promote City Events
- Signage at HHS Smokey Harrington Baseball Park with mentions
- City Employees admitted FREE to all athletic events with proper identification

The term of this contract shall be for one (1) year. At the end of this period, both parties shall review the contract and renew terms established at that time.

Toby Barker

Mayor

City of Hattiesburg

Hattiesburg High Booster Club

City of Hattiesburg, MS

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

Master

File Number: 2018-930

File ID: 2018-930 **Type:** Regular Agenda Item **Status:** Approved

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

Requester: **File Created:** 10/30/2018

Brief Title: Sponsorship Agreement with Hattiesburg Civic Light Opera. **Final Action:** 11/06/2018

Minute Book Number: MB 2018-273

Title:

Approve and Authorize Mayor to execute sponsorship Agreement between the City of Hattiesburg and The Hattiesburg Civic Light Opera(HCLO) for sponsorship as outlined in attached agreement, in accordance with Mississippi 17-3-1, in an amount not to exceed $10,000.00.

Notes:

Agenda Date: 11/06/2018

Indexes: **Agenda Number:** V.-12

Sponsors: **Enactment Date:**

Attachments: HCLO Agreement, Executed HCLO Sponsorship Agreement **Enactment Number:**

Contact: **Meeting Date:**

Drafter: **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/06/2018	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Delgado to Approve and Authorize Mayor to execute sponsorship Agreement between the City of Hattiesburg and The Hattiesburg Civic Light Opera(HCLO) for sponsorship as outlined in attached agreement, in accordance with Mississippi 17-3-1, in an amount not to exceed $10,000.00.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea:	5	Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown

Text of Legislative File 2018-930

Title

Approve and Authorize Mayor to execute sponsorship Agreement between the City of Hattiesburg and The Hattiesburg Civic Light Opera(HCLO) for sponsorship as outlined in attached agreement, in accordance with Mississippi 17-3-1, in an amount not to exceed $10,000.00.

Summary

Sponsorship Agreement with Hattiesburg Civic Light Opera.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CONTRACTUAL AGREEMENT BETWEEN
HATTIESBURG CIVIC LIGHT OPERA (HCLO)
AND
THE CITY OF HATTIESBURG

This contract between the City of Hattiesburg (City) and Hattiesburg Civic Light Opera, Inc., a Mississippi non-profit corporation (HCLO), is entered into for the purpose of advertising and bringing into favorable notice the opportunities the opportunities, possibilities and resources of the City of Hattiesburg, pursuant to Miss. Code Ann. § 17-3-1.

City agrees to pay $10,000 in consideration of the following:

- Program Cover Advertisement
- Window Display Acknowledgement
- City of Hattiesburg Acknowledgement in all HCLO Promotional Material

The term of this contract shall be for one (1) year. At the end of the period, both parties shall review the contract and renew terms established at that time.

_____ _____

Toby Barker HCLO

Mayor

City of Hattiesburg

CONTRACTUAL AGREEMENT BETWEEN
HATTIESBURG CIVIC LIGHT OPERA (HCLO)
AND
THE CITY OF HATTIESBURG

This contract between the City of Hattiesburg (City) and Hattiesburg Civic Light Opera, Inc., a Mississippi non-profit corporation (HCLO), is entered into for the purpose of advertising and bringing into favorable notice the opportunities the opportunities, possibilities and resources of the City of Hattiesburg, pursuant to Miss. Code Ann. § 17-3-1.

City agrees to pay $10,000 in consideration of the following:

- Program Cover Advertisement
- Window Display Acknowledgement
- City of Hattiesburg Acknowledgement in all HCLO Promotional Material

The term of this contract shall be for one (1) year. At the end of the period, both parties shall review the contract and renew terms established at that time.

Toby Barker

Mayor

City of Hattiesburg

HCLO

City of Hattiesburg, MS

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

Master

File Number: 2018-899

File ID: 2018-899 **Type:** Regular Agenda Item **Status:** Policy Agenda

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

Requester: **File Created:** 10/24/2018

Brief Title: Agreement with the Hattiesburg Youth Soccer Association for soccer programs. **Final Action:** 11/06/2018

Minute Book Number: MB 2018-273

Title:

Authorize Mayor to execute duplicate original agreement between the City of Hattiesburg Parks and Recreation Department and the Hattiesburg Youth Soccer Association to develop and promote soccer programs for Hattiesburg residents, for the term of October 1, 2018 through September 30, 2019.

Notes:

Agenda Date:

Indexes: **Agenda Number:** V.-13

Sponsors: **Enactment Date:**

Attachments: HYSA 2018, Executed Agreement - Hattiesburg Youth Soccer Association **Enactment Number:**

Contact: **Meeting Date:**

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/06/2018	Authorize				Pass

Action Text: A MOTION was made by Council Member George and seconded by Council Member Brown to Authorize Mayor to execute duplicate original agreement between the City of Hattiesburg Parks and Recreation Department and the Hattiesburg Youth Soccer Association to develop and promote soccer programs for Hattiesburg residents, for the term of October 1, 2018 through September 30, 2019.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea:	5	Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown

Text of Legislative File 2018-899

Title

Authorize Mayor to execute duplicate original agreement between the City of Hattiesburg Parks and Recreation Department and the Hattiesburg Youth Soccer Association to develop and promote soccer programs for Hattiesburg residents, for the term of October 1, 2018 through September 30, 2019.

Summary

Agreement with the Hattiesburg Youth Soccer Association for soccer programs.

Budget Information

Expenditure Type

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 2018, and terminating on the 30th day of September 2019. 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 tothe 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 maintenancefor 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 **Fifteen Thousand, Dollars ($15,000.00)** 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, 2019. 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:_____
Matthew Boyd, President

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____
Toby Barker, Mayor

ATTEST:

_____
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:

I.

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before bidding, as City facilities and maintenancefor 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 **Fifteen Thousand, Dollars ($15,000.00)** 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, 2019. 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.

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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 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 6th day of November, A.D., 2018.

HATTIESBURG YOUTH SOCCER ASSOCIATION

BY: _____
Matthew Boyd, President

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Toby Barker, Mayor

ATTEST:

_____
City Clerk

(SEAL)

CITY OF HATTIESBURG Incorporated 1884 SEAL MISSISSIPPI

City of Hattiesburg, MS

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

Master

File Number: 2018-900

File ID: 2018-900 **Type:** Regular Agenda Item **Status:** Policy Agenda

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

Requester: **File Created:** 10/24/2018

Brief Title: Agreement with South Mississippi Arts Association for the establishment and operation of a ceramics program. **Final Action:** 11/06/2018

Minute Book Number: MB 2018-273-274

Title:

Authorize Mayor to execute duplicate original agreement between the City of Hattiesburg Parks and Recreation Department and South Mississippi Art Association for the purpose of engaging a ceramics program, for the term of October 1, 2018 through September 30, 2019.

Notes:

Agenda Date: 11/06/2018

Indexes: **Agenda Number:** V.-14

Sponsors: **Enactment Date:**

Attachments: SMAA- Agreement, Executed Agreement - South MS Art Association ceramics program **Enactment Number:**

Contact: **Meeting Date:** 11/06/2018

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/06/2018	Authorize				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Delgado to Authorize Mayor to execute duplicate original agreement between the City of Hattiesburg Parks and Recreation Department and South Mississippi Art Association for the purpose of engaging a ceramics program, for the term of October 1, 2018 through September 30, 2019.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea:	5	Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown

Text of Legislative File 2018-900

Title

Authorize Mayor to execute duplicate original agreement between the City of Hattiesburg Parks and Recreation Department and South Mississippi Art Association for the purpose of engaging a ceramics program, for the term of October 1, 2018 through September 30, 2019.

Summary

Agreement with South Mississippi Arts Association for the establishment and operation of a ceramics program.

Budget Information

Expenditure Type

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 12th day of October, 2018.

South Mississippi Art Association
President

Toby Barker
Mayor, City of Hattiesburg

Witness

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 12th day of October, 2018.

Pamela Breazeale

South Mississippi Art Association
President

Toby Barker
Mayor, City of Hattiesburg

Witness

City of Hattiesburg, MS

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

Master

File Number: 2018-901

File ID: 2018-901 **Type:** Regular Agenda Item **Status:** Policy Agenda

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

Requester: **File Created:** 10/24/2018

Brief Title: Agreement with Hattiesburg Arts Council. **Final Action:** 11/06/2018

Minute Book Number: MB 2018-274

Title:

Authorize Mayor to execute duplicate original agreement between the City of Hattiesburg Parks and Recreation Department and Hattiesburg Arts Council to provide art for children programs and art and cultural opportunities for adults,seniors, and persons with disabilities for Hattiesburg residents, for the term of October 1, 2018 through September 30, 2019.

Notes:

Agenda Date: 11/06/2018

Indexes: **Agenda Number:** V.-15

Sponsors: **Enactment Date:**

Attachments: Hburg Council-Agreement, Executed Agreement with Hattiesburg Arts Council for art programs

Enactment Number:

Contact: **Meeting Date:** 11/06/2018

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/06/2018	Authorize				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Authorize Mayor to execute duplicate original agreement between the City of Hattiesburg Parks and Recreation Department and Hattiesburg Arts Council to provide art for children programs and art and cultural opportunities for adults,seniors, and persons with disabilities for Hattiesburg residents, for the term of October 1, 2018 through September 30, 2019.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea:	5	Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown

Text of Legislative File 2018-901

Title

Authorize Mayor to execute duplicate original agreement between the City of Hattiesburg Parks and Recreation Department and Hattiesburg Arts Council to provide art for children programs and art and cultural opportunities for adults,seniors, and persons with disabilities for Hattiesburg residents, for the term of October 1, 2018 through September 30, 2019.

Summary

Agreement with Hattiesburg Arts Council.

Budget Information

Expenditure Type

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 2018** and termination on the **30th day of September 2019. 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 Clerk** by October 31, 2019.

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.

City shall take possession of the old Hattiesburg American Building located at 825 North Main Street. City and Council agree to collaborate about future development of an art center for the purpose of providing cultural opportunities for Hattiesburg area residents. City shall pay utilities, provide insurance and seek funding for renovations to the building. Council shall, at its own expense, renovate space designated/shade in blue and yellow of Exhibit "B" for use as an office and space for other activities. Any renovations done in this area by the Arts Council shall be approved in advance by the City and such renovations shall become a part of the Property. Council shall use its staff, experience and expertise to develop a community art center in the approved area. Council may provide tours and host fundraising events for itself on mutually agreed upon dates where City staff is necessary for the execution of the event. Nothing in the agreement shall restrict the City from leasing portions of the property, giving tours, hosting events or renting space for events.

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)

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.

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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 Clerk** by October 31, 2019.

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.

City shall take possession of the old Hattiesburg American Building located at 825 North Main Street. City and Council agree to collaborate about future development of an art center for the purpose of providing cultural opportunities for Hattiesburg area residents. City shall pay utilities, provide insurance and seek funding for renovations to the building. Council shall, at its own expense, renovate space designated/shade in blue and yellow of Exhibit "B" for use as an office and space for other activities. Any renovations done in this area by the Arts Council shall be approved in advance by the City and such renovations shall become a part of the Property. Council shall use its staff, experience and expertise to develop a community art center in the approved area. Council may provide tours and host fundraising events for itself on mutually agreed upon dates where City staff is necessary for the execution of the event. Nothing in the agreement shall restrict the City from leasing portions of the property, giving tours, hosting events or renting space for events.

WITNESS OUR SIGNATURES, on duplicate originals, on this, the 9th day of November, A.D., 2018.

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)

CITY OF HATTIESBURG Incorporated 1884 SEAL MISSISSIPPI

City of Hattiesburg, MS

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

Master

File Number: 2018-893

File ID: 2018-893 **Type:** Regular Agenda Item **Status:** Policy Agenda

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

Requester: Wanda Tyler **File Created:** 10/19/2018

Brief Title: Professional Services Agreement between the City of Hattiesburg and Anointed Hands Cleaning Services, LLC for the Solid Waste & Sanitation Division. **Final Action:** 11/06/2018

Minute Book Number: MB 2018-274

Title:

Authorize Mayor to execute in duplicate Professional Services Agreement between Anointed Hands Services and the City of Hattiesburg to provide cleaning services for a term of (1) one year and shall commence on November 6, 2018 and ending on November 5, 2019, for a monthly fee of $759.00; for the Solid Waste & Sanitation Division.

Notes:

Agenda Date: 11/06/2018

Indexes: **Agenda Number:** V.-16

Sponsors: **Enactment Date:**

Attachments: Anointed Hands Cleaning -Contract, Executed Agreement - Anointed Hands Services for solid waste & sanitation **Enactment Number:**

Contact: Wanda Tyler **Meeting Date:** 11/06/2018

Drafter: Jacquline McClain **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/06/2018	Authorize				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member George to Authorize Mayor to execute in duplicate Professional Services Agreement between Anointed Hands Services and the City of Hattiesburg to provide cleaning services for a term of (1) one year and shall commence on November 6, 2018 and ending on November 5, 2019, for a monthly fee of $759.00; for the Solid Waste & Sanitation Division.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2018-893

Title

Authorize Mayor to execute in duplicate Professional Services Agreement between Anointed Hands Services and the City of Hattiesburg to provide cleaning services for a term of (1) one year and shall commence on November 6, 2018 and ending on November 5, 2019, for a monthly fee of $759.00; for the Solid Waste & Sanitation Division.

Summary

Professional Services Agreement between the City of Hattiesburg and Anointed Hands Cleaning Services, LLC for the Solid Waste & Sanitation Division.

Professional Janitorial Service Proposal

Prepared for:

Sanitation and Solid Waste

103 Faulkner
Hattiesburg , MS 39401

Submitted By:

Anointed Hands Services, LLC

400 Jackson St
P O Box 853
Hattiesburg, MS 39401
(601) 255-5646

October 24, 2018

Anointed Hands Services, LLC
400 Jackson St
P O Box 853
Hattiesburg, MS 39401

October 24, 2018

Jacquline McClain
Sanitation and Solid Waste
103 Faulkner
Hattiesburg, MS 39401

Subject: Janitorial Service Proposal - Sanitation and Solid Waste, 103 Faulkner , Hattiesburg , MS 39401

Thank you for allowing Anointed Hands Services, LLC to prepare a professional cleaning service proposal for your consideration. We know it takes considerable time and effort to show any potential contractor your facility, and to provide them with the necessary information. *So again, thanks!*

Here are a few important highlights:

Before we start... All of our cleaners are thoroughly trained on how to perform each cleaning task, as well as on important safety issues. Our goal is to clean each customer's facility professionally and safely.

During the start... We know a seamless, no-hassle start-up is important to every customer. So at Anointed Hands Services, LLC, we combine up-front preparation and training with strong management and direction to ensure a smooth, successful startup.

After the start... A systematic approach to keep your building looking good! At Anointed Hands Services, LLC, we offer strong management and quality control to plan for, and not lose track of, the many necessary cleaning details.

We look forward to the opportunity of becoming a trusted and valued partner in improving and maintaining the appearance of your building. Please call if you have any questions, or need additional information as you review our proposal.

Sincerely,

Sharon Bobbett

Anointed Hands Services, LLC

Sanitation and Solid Waste

Professional Janitorial Service Proposal

General

Anointed Hands Services, LLC agrees to provide all labor, supervision, material, and equipment necessary to assure performance of specified cleaning service for the customer. This shall include all services described in the written specifications attached. Anointed Hands Services, LLC agrees to furnish such cleaning service for a period of one year, the dates yet to be agreed upon.

Compensation

3 days per week Professional Cleaning Service Program: **$795/mo.**

Initial Cleaning

Detail cleaning of offices, restrooms, lunchroom and hallways including:

- High and low dusting of horizontal surfaces including desks, sills, cabinets etc.
- Detail vacuum carpeted areas including edges, under desks and behind doors
- Wiping of sides of desks, files, trash cans, doors and cabinets
- Cleaning and sanitizing of telephones including cradle and receivers
- Brushing and or crevice vacuuming of all upholstered chairs
- Wipe clean legs and bases of chairs and tables in offices areas etc.
- Clean all ceiling and HVAC vents in offices
- Wipe clean all restroom partitions, fixtures etc.
- Thorough wiping of all clear areas of office desktops and horizontal surfaces

Price: $195.00

Special Services

Carpet cleaning is available - Price quoted upon request.

Waxable hard surface floors can be stripped and refinished or scrubbed and re-waxed - Price quoted upon request.

Exterior windows can be cleaned - Price quoted upon request.

Service Schedule

Cleaning service operations described in this comprehensive program will be performed 3 days per week.

The cleaning crew will observe holidays observed by the customer. Anointed Hands Services, LLC is prepared to adapt this work schedule to coincide with the needs and requests of the customer provided that such requests do not alter the cost of operations.

Invoicing

Payment policy is net 45 days. To issue payment of invoice within 45 day period of receipt and approval of the invoice. If payment is not made within 45 days specified by law, the City is liable an interest ata rate of 1 1/2 % per month.

Supervision

Adequate personnel and supervision will be furnished to ensure quality service.

Supplies

The City will be responsible for providing commodities: Toilet Tissue, Towels, Trash Liners and Hand Soap.

Anointed Hands will furnish all cleaning supplies.

Equipment

Anointed Hands Services, LLC will furnish and maintain all necessary cleaning equipment inclusive of but not limited to: floor machines, buffers, carpet extractor, vacuums, maid carts, mop buckets, wringers, mops and brooms. The customer agrees to provide a secure space for storage of this equipment, as may be necessary.

Anointed Hands Services, LLC will comply with current OSHA regulations and proven procedures pertaining to all work performed at the customer's location.

Insurance

Anointed Hands Services, LLC will furnish all forms of insurance required by law and shall maintain the same in force.

- Comprehensive General Liability
- Workers' Compensation
- Bonding

Employee Status

Personnel supplied by Anointed Hands Services, LLC are deemed employees of Anointed Hands Services, LLC and will not for any purpose be considered employees or agents of the customer.

Equal Opportunity Employer

Anointed Hands Services, LLC is an equal opportunity employer. All necessary employment forms will be maintained by our office as required by law.

Our Philosophy

Anointed Hands Services, LLC is committed to providing quality janitorial services that deliver the highest levels of customer satisfaction.

Term

The terms of this agreement will begin on the date of the approval by City Council. The projected date will be 11/6/2018.

Contract year 11/6/18 - 11/5/19

Cancellation

This agreement may be terminated or canceled at any time with a minimum of thirty (30) days written notice from either party.

Agreement

This Agreement ("this Agreement") is made and entered into as of _____, 20___, by and between Anointed Hands Services, LLC, with its principal place of business located at 400 Jackson St, P O Box 853, Hattiesburg, MS 39401 and Sanitation and Solid Waste with its principal place of business located at 103 Faulkner , Hattiesburg , MS 39401.

NOW, THEREFORE, in consideration of the mutual promises and benefits to be derived by the parties they mutually agree to the terms and conditions as outlined above in this agreement.

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

Anointed Hands Services, LLC

Signature: Sharon Bobbett

Name: Sharon Bobbett

Date: 10/24/18

Title: Owner

Sanitation and Solid Waste

Signature: _____

Name: _____

Date: _____

Title: _____

Professional Janitorial Service Proposal

Prepared for:

Sanitation and Solid Waste

103 Faulkner

Hattiesburg , MS 39401

Submitted By:

Anointed Hands Services, LLC

400 Jackson St

P O Box 853

Hattiesburg, MS 39401

(601) 255-5646

October 24, 2018

Anointed Hands Services, LLC
400 Jackson St
P O Box 853
Hattiesburg, MS 39401

October 24, 2018

Jacquline McClain
Sanitation and Solid Waste
103 Faulkner
Hattiesburg, MS 39401

Subject: Janitorial Service Proposal - Sanitation and Solid Waste, 103 Faulkner , Hattiesburg , MS 39401

Thank you for allowing Anointed Hands Services, LLC to prepare a professional cleaning service proposal for your consideration. We know it takes considerable time and effort to show any potential contractor your facility, and to provide them with the necessary information. *So again, thanks!*

Here are a few important highlights:

Before we start... All of our cleaners are thoroughly trained on how to perform each cleaning task, as well as on important safety issues. Our goal is to clean each customer's facility professionally and safely.

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Sincerely,

Sharon Bobbett

Anointed Hands Services, LLC

Sanitation and Solid Waste

Professional Janitorial Service Proposal

General

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Anointed Hands will furnish all cleaning supplies.

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Anointed Hands Services, LLC will comply with current OSHA regulations and proven procedures pertaining to all work performed at the customer's location.

Insurance

Anointed Hands Services, LLC will furnish all forms of insurance required by law and shall maintain the same in force.

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- Workers' Compensation
- Bonding

Employee Status

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Anointed Hands Services, LLC is an equal opportunity employer. All necessary employment forms will be maintained by our office as required by law.

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The terms of this agreement will begin on the date of the approval by City Council. The projected date will be 11/6/2018.

Contract year 11/6/18 - 11/5/19

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Agreement

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NOW, THEREFORE, in consideration of the mutual promises and benefits to be derived by the parties they mutually agree to the terms and conditions as outlined above in this agreement.

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

Anointed Hands Services, LLC

Signature: Sharon Bobbett

Name: Sharon Bobbett

Date: 10/24/18

Title: Owner

Sanitation and Solid Waste

Signature:

Name: Toby Barker

Date: 11-9-18

Title: Mayor

City of Hattiesburg, MS

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

Master

File Number: 2018-896

File ID: 2018-896 **Type:** Regular Agenda Item **Status:** Policy Agenda

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

Requester: **File Created:** 10/23/2018

Brief Title: Agreement for the City of Hattiesburg to serve as host agency for the Senior Community Service Employment Program. **Final Action:** 11/06/2018

Minute Book Number: MB 2018-274-275

Title:

Authorize Mayor to execute duplicate agreement between the City of Hattiesburg and Southern Mississippi Planning and Development District for the City to serve as host agency for the Senior Community Service Employment Program.

Notes:

Agenda Date: 11/06/2018

Indexes: **Agenda Number:** V.-17

Sponsors: **Enactment Date:**

Attachments: Host Agency Agreement, Host Agency Agreement-11-6-18, Executed Agreement - SMPDD for senior community service employment **Enactment Number:**

Contact: **Meeting Date:** 11/06/2018

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	11/06/2018	Authorize				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Authorize Mayor to execute duplicate agreement between the City of Hattiesburg and Southern Mississippi Planning and Development District for the City to serve as host agency for the Senior Community Service Employment Program.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea:	5	Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown

Text of Legislative File 2018-896

Title

Authorize Mayor to execute duplicate agreement between the City of Hattiesburg and Southern Mississippi Planning and Development District for the City to serve as host agency for the Senior Community Service Employment Program.

Summary

Agreement for the City of Hattiesburg to serve as host agency for the Senior Community Service Employment Program.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

STATE OF MISSISSIPPI
DEWEY PHILLIP BRYANT, GOVERNOR
DEPARTMENT OF EMPLOYMENT SECURITY
MARK HENRY
EXECUTIVE DIRECTOR

SCSEP Host Agency Agreement

As part of the Senior Community Service Employment Program, operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by the:

City of Hattiesburg

a governmental agency or a **non-profit agency** designated under Section 501(c)(3) of the Internal Revenue Code, (hereinafter referred to as the Host Agency), and

Southern Mississippi Planning and Development District

Sponsor Agency.

The intent of this agreement is to furnish useful community service assignments for low-income mature workers who are 55 years of age or older, in order to increase their skills and assist transition to permanent employment.

The Host Agency agrees:

- To provide a safe and healthful environment, adequate orientation and training, additional training as needed to meet employment goals, and to treat each participant as a valued worker in the Host Agency.
- To assist the Sponsor agency in placing one or more participants per year in a job off of the program; and to consider participants for regular employment on its staff when vacancies occur or when new positions are created.
- To abide by mutually agreed to schedules, documented by properly prepared time sheets and periodic performance evaluations. Participants may be required to attend periodic meetings during regular working hours, and the Host Agency recognizes that they will be unavailable at the Host Agency during these times.
- To ensure that each participant's assignment does not displace currently employed or laid-off workers, replace others working in assisted programs, or reduce regular house work, wages or benefits.
- Not to discriminate against any participant because of race, color, religion, sex, national origin, or disability.
- To send a representative to a group meeting of host agency supervisors. Group meetings of host agency supervisor or designated representatives will be held annually to acquaint all concerned with the SCSEP goals and objectives.

- That no other national Title V SCSEP project sponsor will use this Host Agency site while this Agreement is in effect; and

- **To inform the Sponsor Agency immediately if its Section 501(c)(3) certification is changed.**

The Sponsor Agency Agrees:

- To recruit, enroll, assess and assign a SCSEP participant to the Host Agency for the purpose of engaging in a productive community service assignment with duties and tasks as specified in a written community service assignment description.
- To be responsible for all administrative and fiscal controls for the assignment and for paying wages and providing required fringe benefits to each participant.

The Sponsor Agency reserves the right to reassign any participant whenever reassignment will increase opportunities for training or unsubsidized employment, will serve the best interest of the participant, or will better support the goals and objectives of the SCSEP program.

This agreement may be amended by mutual agreement.

This Agreement is in effect from: July 1, 2018 to June 30, 2019

SIGNED - HOST AGENCY

Name of Agency: **City of Hattiesburg**

Address: **200 Forrest Street, Hattiesburg MS 39401**
(Please submit physical address to include street, city/town & ZIP)

Mailing address if different from above: **P.O. Box 1898, Hattiesburg MS 39403**
(Please include street and/or P.O. Box, city/town & ZIP)

Telephone number: **(601) 545-4501** Fax number: **(601) 545-1962**
(Including area code)

Federal Employer Identification Number: **64-6000432** State: **Mississippi**

Representative's Name: **Toby Barker** Title: **Mayor**

Signature: _____ **Date:** _____

Supervisor's email address (if applicable): **Maxine Coleman (mcoleman@hattiesburgms.com**

SIGNED - SCSEP PROJECT SPONSOR

Project Sponsor: **Southern Mississippi Planning and Development District**

Name & Title: **Janice Hale, Program Manager** **Phone: (228) 868-2311** **Fax: (228) 868-2550**

Signature: Janice Hale Date: July 1, 2018

Program Manager's email address: ***jhale@smpdd.com***

DEFINITION OF HOST AGENCY STATUS

___ This host agency is a certified non-profit agency under Section 501(c)(3) of the United States Internal Revenue Code. **FEIN:** _____ **(Required by USDOL)**

___ 501(c)(3) documentation is attached to this agreement.

___ 501(c)(3) documentation is already on file with the sponsor.

or

_X_ This host agency is a government agency. **FEIN: 64-6000432** **(Required by USDOL)**

Host Agency Responsibilities

It is the Host Agency's responsibility to:

Provide training so enrollees can improve existing skills and acquire new ones.

Provide job-related orientation to the enrollees.

Designate an individual to supervise the enrollee.

Provide the materials and equipment necessary for enrollees to perform job duties. **However, enrollees are never to be given the keys to a Host Agency office for the purpose of opening or closing said office to the public. Enrollees may not operate Host Agency vehicles. Enrollees are not allowed to handle cash transactions without direct Host Agency supervision.**

Include enrollees in staff-development opportunities.

Give first consideration to employing enrollees when openings occur for which they are qualified or assist in facilitating entry into the competitive labor market.

Keep the Project Director informed of the enrollees' progress and any work-related problems, and complete evaluations as required.

Verify and sign timesheets and assure they are completed correctly and forwarded to the Project Director.

Assure enrollees do not work more than the 20 hours per week authorized by the Senior AIDES Program.

Permit enrollees to attend training sessions and job interviews during work hours when needed.

Assure enrollees do not displace or replace paid employees.

Provide a safe and hazard-free working environment for the enrollee and report all accidents immediately to the Project Director.

SSAI SCSEP Host Agency Agreement

To comply with the requirements of the Senior Service America, Inc. (SSAI), Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by

City of Hattiesburg, hereinafter referred to as the Host Agency, and **Southern Mississippi Planning and Development District**, hereinafter referred to as the Sponsor Agency.

The Host Agency agrees to provide a safe and healthful work site for each participant, to provide the orientation and training necessary to perform assigned duties in accordance with a written community service assignment description, to provide additional training as opportunities occur, and, to the extent possible, treat each participant as a regular member of the Host Agency staff.

The Host Agency agrees to consider each participant for regular employment, either full-time or part-time, when vacancies occur in the Host Agency staff or when new positions are created. The Host Agency will also recommend suitable training for unsubsidized placement of the participant. A detailed training plan will be documented in the participant's Individual Employment Plan (IEP) and Community Service Assignment Description, which includes skills to be attained and timelines for achieving the goal. The Community Service Assignment Description must specify the nature of the assignment, the hours each participant will train, specific duties and tasks to be performed.

The Host Agency understands that the length of time that a participant may remain in the same assignment will be determined in their IEP. The Host Agency understands that the Sponsor Agency may reassign any participant when that reassignment will increase the participant's opportunities for training or unsubsidized employment, or will otherwise serve the best interests of the participant.

While this agreement is in effect, the Host Agency agrees not to provide community service assignments for participants serving through other national Title V project sponsor.

The Host Agency agrees to abide by the hours and work schedules mutually agreed to for each participant and to provide: properly prepared time sheets (the supervisor will confirm that the participants worked the hours claimed on their time sheet, and will assure that both they and the participant signs the time sheet); periodic performance evaluations; and other required documents. The Host Agency agrees and understands that each participant will be required to attend periodic SCSEP meetings during regular working hours.

The Host Agency agrees that the community service assignments for any participant are to be similar to "in demand" or "growth industries" private sector jobs, such as health care; child day care; education; or green jobs. However, these assignments will not result in the displacement of currently employed workers; or in a reduction in non-overtime hours of work, wages, or benefits; will not impair any existing contract for service or result in the substitution of the wages of the participant for other funds in connection with work which otherwise would be performed; will not be a substitution for any existing federally assisted job; and will not be a position which is the same as or substantially the same as that occupied by any other person who is on lay-off or absent due to labor disputes. Further, the Host Agency agrees that it will not discriminate against a participant on the grounds of race, color, age, religion, sex, national origin, age, or disability.

The Host Agency agrees to send a representative to a host agency supervisor's meeting. Host Agency supervisor's meetings will be held annually to acquaint all concerned with the SCSEP goals and objectives. The Host Agency agrees to participate in the DOL Customer Satisfaction Survey if solicited.

The Host Agency agrees to provide documentation of in-kind contributions. Further, it is understood by the Host Agency and the Sponsor Agency that any contribution, whether cash or in-kind, by the Host Agency is purely voluntary and is not a condition for the assignment of any participant.

The Host Agency certifies by this Agreement that it is a governmental agency or is a non-profit agency which is currently certified as a Section 501(c) (3) organization under the Internal Revenue Code. In addition, the Host Agency will provide its Federal Employer Identification Number (FEIN). Further, if the Host Agency is certified as a Section 501(c) (3) agency, a copy of that certification is attached or is on file with the Sponsor Agency and is still in effect. The Host Agency agrees to inform the Sponsor Agency immediately if the Section 501(c) (3) certification is revoked.

The Sponsor Agency agrees to recruit, enroll, and assign a participant to the Host Agency for the purpose of engaging in productive community service employment.

The Sponsor Agency agrees to be responsible for all administrative and fiscal controls of the SCSEP and for paying wages and providing fringe benefits to each participant. The Host Agency does not provide Workers' Compensation insurance for participants.

This Agreement may not be amended except upon written agreement between the parties.

This Agreement is in effect from July 1, 2018 – June 30, 2019.

Signed — Host Agency

Host Agency: **City of Hattiesburg**

Representative Name/Signature: **Toby Barker/ Signed:**

Representative Title: **Mayor**

Host Agency Supervisor(s): **Maxine Coleman**

Address: **200 Forrest St., Hattiesburg MS 39401/P.O. Box 1898, Hattiesburg, MS 39403-1898**

Phone: **(601)545-04501** Fax: **(601)545-1962**

Email: **mcoleman@hattiesburgms.com** **Date:**

Signed — SCSEP Sponsor

SCSEP Sponsor: **South Mississippi Planning and Development District**

Representative Name/Signature: **Janice Hale /Signed:** Janice Hale

Title: **Program Manager and Dept. Head**

Address: **10441 Corporate Drive, Suite #1, Gulfport, MS 394503**

Phone: **228 868-2311** Fax: **228 868-2550**

Email: **jhale@smpdd.com** Date: July 1, 2018

Definition of Host Agency status (Check one)

☐ This host agency is a certified non-profit agency under Section 501(c)(3) of the United States Internal Revenue Code.

FEIN: _____ (Required by USDOL)

___ 501(c)(3) documentation is attached.

___ 501(c)(3) documentation is already on file with the sponsor.

☒ This host agency is a government agency. FEIN: **64-6000432** (Required by USDOL)

Host Agency Responsibilities

It is the Host Agency's responsibility to:

Provide training so enrollees can improve existing skills and acquire new ones.

Provide job-related orientation to the enrollees.

Designate an individual to supervise the enrollee.

Provide the materials and equipment necessary for enrollees to perform job duties. **However, enrollees are never to be given the keys to a Host Agency office for the purpose of opening or closing said office to the public. Enrollees may not operate Host Agency vehicles. Enrollees are not allowed to handle cash transactions without direct Host Agency supervision.**

Include enrollees in staff-development opportunities.

Give first consideration to employing enrollees when openings occur for which they are qualified or assist in facilitating entry into the competitive labor market.

Keep the Project Director informed of the enrollees' progress and any work-related problems, and complete evaluations as required.

Verify and sign timesheets and assure they are completed correctly and forwarded to the Project Director.

Assure enrollees do not work more than the 20 hours per week authorized by the Senior AIDES Program.

Permit enrollees to attend training sessions and job interviews during work hours when needed.

Assure enrollees do not displace or replace paid employees.

Provide a safe and hazard-free working environment for the enrollee and report all accidents immediately to the Project Director.

STATE OF MISSISSIPPI
DEWEY PHILLIP BRYANT, GOVERNOR
DEPARTMENT OF EMPLOYMENT SECURITY
MARK HENRY
EXECUTIVE DIRECTOR

SCSEP Host Agency Agreement

As part of the Senior Community Service Employment Program, operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by the:

City of Hattiesburg

a governmental agency or a **non-profit agency** designated under Section 501(c)(3) of the Internal Revenue Code, (hereinafter referred to as the Host Agency), and

Southern Mississippi Planning and Development District

Sponsor Agency.

The intent of this agreement is to furnish useful community service assignments for low-income mature workers who are 55 years of age or older, in order to increase their skills and assist transition to permanent employment.

The Host Agency agrees:

- To provide a safe and healthful environment, adequate orientation and training, additional training as needed to meet employment goals, and to treat each participant as a valued worker in the Host Agency.
- To assist the Sponsor agency in placing one or more participants per year in a job off of the program; and to consider participants for regular employment on its staff when vacancies occur or when new positions are created.
- To abide by mutually agreed to schedules, documented by properly prepared time sheets and periodic performance evaluations. Participants may be required to attend periodic meetings during regular working hours, and the Host Agency recognizes that they will be unavailable at the Host Agency during these times.
- To ensure that each participant's assignment does not displace currently employed or laid-off workers, replace others working in assisted programs, or reduce regular house work, wages or benefits.
- Not to discriminate against any participant because of race, color, religion, sex, national origin, or disability.
- To send a representative to a group meeting of host agency supervisors. Group meetings of host agency supervisor or designated representatives will be held annually to acquaint all concerned with the SCSEP goals and objectives.

- That no other national Title V SCSEP project sponsor will use this Host Agency site while this Agreement is in effect; and

- **To inform the Sponsor Agency immediately if its Section 501(c)(3) certification is changed.**

The Sponsor Agency Agrees:

- To recruit, enroll, assess and assign a SCSEP participant to the Host Agency for the purpose of engaging in a productive community service assignment with duties and tasks as specified in a written community service assignment description.
- To be responsible for all administrative and fiscal controls for the assignment and for paying wages and providing required fringe benefits to each participant.

The Sponsor Agency reserves the right to reassign any participant whenever reassignment will increase opportunities for training or unsubsidized employment, will serve the best interest of the participant, or will better support the goals and objectives of the SCSEP program.

This agreement may be amended by mutual agreement.

This Agreement is in effect from: July 1, 2018 to June 30, 2019

SIGNED - HOST AGENCY

Name of Agency: **City of Hattiesburg**

Address: **200 Forrest Street, Hattiesburg MS 39401**
(Please submit physical address to include street, city/town & ZIP)

Mailing address if different from above: **P.O. Box 1898, Hattiesburg MS 39403**
(Please include street and/or P.O. Box, city/town & ZIP)

Telephone number: **(601) 545-4501** Fax number: **(601) 545-1962**
(Including area code)

Federal Employer Identification Number: **64-6000432** State: **Mississippi**

Representative's Name: **Toby Barker** Title: **Mayor**

Signature: _____ **Date:** 11-9-18

Supervisor's email address (if applicable): **Maxine Coleman (mcoleman@hattiesburgms.com**

SIGNED - SCSEP PROJECT SPONSOR

Project Sponsor: **Southern Mississippi Planning and Development District**

Name & Title: **Janice Hale, Program Manager** **Phone: (228) 868-2311** **Fax: (228) 868-2550**

Signature: Janice Hale Date: July 1, 2018

Program Manager's email address: ***jhale@smpdd.com***

DEFINITION OF HOST AGENCY STATUS

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___ 501(c)(3) documentation is attached to this agreement.

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Include enrollees in staff-development opportunities.

Give first consideration to employing enrollees when openings occur for which they are qualified or assist in facilitating entry into the competitive labor market.

Keep the Project Director informed of the enrollees' progress and any work-related problems, and complete evaluations as required.

Verify and sign timesheets and assure they are completed correctly and forwarded to the Project Director.

Assure enrollees do not work more than the 20 hours per week authorized by the Senior AIDES Program.

Permit enrollees to attend training sessions and job interviews during work hours when needed.

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This Agreement is in effect from July 1, 2018 – June 30, 2019.

Signed — Host Agency

Host Agency: **City of Hattiesburg**

Representative Name/Signature: **Toby Barker/ Signed:** [signature]

Representative Title: **Mayor**

Host Agency Supervisor(s): **Maxine Coleman**

Address: **200 Forrest St., Hattiesburg MS 39401/P.O. Box 1898, Hattiesburg, MS 39403-1898**

Phone: **(601)545-04501** Fax: **(601)545-1962**

Email: **mcoleman@hattiesburgms.com** **Date:** 11-9-18

Signed — SCSEP Sponsor

SCSEP Sponsor: **South Mississippi Planning and Development District**

Representative Name/Signature: **Janice Hale /Signed:** Janice Hale

Title: **Program Manager and Dept. Head**

Address: **10441 Corporate Drive, Suite #1, Gulfport, MS 394503**

Phone: **228 868-2311** Fax: **228 868-2550**

Email: **jhale@smpdd.com** **Date:** July 1, 2018

Definition of Host Agency status (Check one)

☐ This host agency is a certified non-profit agency under Section 501(c)(3) of the United States Internal Revenue Code.

FEIN: _____ (Required by USDOL)

___ 501(c)(3) documentation is attached.

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Assure enrollees do not displace or replace paid employees.

Provide a safe and hazard-free working environment for the enrollee and report all accidents immediately to the Project Director.

City of Hattiesburg, MS

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

Master

File Number: 2018-921

File ID: 2018-921 **Type:** Regular Agenda Item **Status:** Passed

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

Requester: **File Created:** 10/26/2018

Brief Title: Letter of Engagement with Hicks Law Firm **Final Action:** 11/06/2018

Minute Book Number: MB 2018-275

Title:

Approve engagement letter from Hicks Law Firm to represent the city in the case of Jay Riels V Civil Service Commission of the City of Hattiesburg.

Notes:

Agenda Date: 11/06/2018

Indexes: **Agenda Number:** V.-18

Sponsors: **Enactment Date:**

Attachments: Letter of Engagement-Hicks **Enactment Number:**

Contact: **Meeting Date:** 11/06/2018

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/06/2018	Approve				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve engagement letter from Hicks Law Firm to represent the city in the case of Jay Riels V Civil Service Commission of the City of Hattiesburg.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2018-921

Title

Approve engagement letter from Hicks Law Firm to represent the city in the case of Jay Riels V Civil Service Commission of the City of Hattiesburg.

Summary

Letter of Engagement with Hicks Law Firm.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

HICKS LAW FIRM PLLC

ATTORNEYS AT LAW

L. Clark Hicks, Jr.
R. Lane Dossett
Becky Jo Williams

211 South 29th Avenue, Suite 201 (39401)
Post Office Box 18350
Hattiesburg, MS 39404-8350

Phone: 601.544.6770
Fax: 601.544.6775
clark@hicksattorneys.com

October 26, 2018

Mr. Kermas Eaton
Hattiesburg City Clerk
200 Forrest Street
Hattiesburg, MS 39401
Email: keatong@hattiesburgms.com

Re: Jay Riels v. Civil Service Commission of the City of Hattiesburg, Mississippi
In the Circuit Court of Forrest County, Mississippi
Cause No. H17-0015

Dear Kerman:

Please accept this letter as a proposal for engagement of my firm to represent the Hattiesburg Civil Service Commission on a certain appeal filed by employee Jay Riels.

As you know, the attorney for Jay Riels obtained a Clerk's Entry of Default against the Hattiesburg Civil Service Commission, and I successfully secured an order from Judge Helfrich setting aside the Clerk's Entry of Default. The case is now on a proper track, and we can dispose of it once and for all.

My usual and customary fees are $200.00 an hour together with reasonable expenses.

I would appreciate you forwarding this proposal to the Hattiesburg City Council for review. As always, it is my honor to defend and protect the City of Hattiesburg and its various departments and employees.

Best Regards,

Clark

L. Clark Hicks, Jr.
LCHjr/bfm/4485
E-Mail: clark@hicksattorneys.com
cc: Moran M. (Randy) Pope, III

City of Hattiesburg, MS

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

Master

File Number: 2018-895

File ID:	2018-895	**Type:**	Regular Agenda Item	**Status:**	Approved
Version:	1	**Reference:**		**In Control:**	City Council
Requester:	Andrew Ellard			**File Created:**	10/22/2018
Brief Title:	Contractor Owner Agreement - Grant Award - 222 J.D. Randolph Street			**Final Action:**	11/06/2018
				Minute Book Number:	MB 2018-275

Title:

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Betty Barnes of 222 J.D. Randolph Street in an amount not to exceed $25,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Notes:			
		Agenda Date:	11/06/2018
Indexes:		**Agenda Number:**	V.-19
Sponsors:		**Enactment Date:**	
Attachments:	COHCDD Contractor & B. Barnes Updated 10.26.18, Grant Agreement - B. Barnes Update - 3 ($25K+)10.26.18, Executed Housing Rehab Grant Award - 222 J.D. Randolph St	**Enactment Number:**	
Contact:		**Meeting Date:**	11/06/2018
Drafter:	Kévin Jordan	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/06/2018	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Betty Barnes of 222 J.D. Randolph Street in an amount not to exceed $25,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2018-895

Title

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Betty Barnes of 222 J.D. Randolph Street in an amount not to exceed $25,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Summary

Contractor and Owner Agreement and a Housing Rehabilitation Grant Award - 222 J.D. Randolph Street

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the ____ day of _____, 20____ and between the City of Hattiesburg Community Development Division (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Betty Barnes of 222 J.D. Randolph Street, hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi _____, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings, work write-up (Exhibit 1), work agreement (Exhibit 2) and described in the specifications and other Contract Documents prepared for the **222 J.D. Randolph Street** Project by COHCD, said work to be performed on the structure(s)/property located at **222 J.D. Randolph Street**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. TIME OF COMPLETION

The Owner/COHCD shall issue a written Notice to Proceed to the Contractor at the signing conference. It shall be the Contractor's responsibility to ensure that all necessary licenses and/or insurance and/or bonding remain current throughout the fulfillment of this agreement. If the Notice to Proceed is not provided to the Contractor within 5 days of the full execution of this Agreement, the Contractor may at his option terminate his obligation under this Agreement. The Owner/COHCD maintains the right to terminate the agreement for cause.

Time is of the essence in the completion of this contract. The Contractor shall procure a building permit within ten (10) calendar days of the Notice to Proceed and shall begin work within fifteen (15) days of the Notice to Proceed. Work is to be completed within fifteen (15) working days after the issuance of the Notice to Proceed. **One hundred dollars ($100.00) per day, as liquidated damages, will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) working days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. COMPENSATION

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ ( ) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory production of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a wavier of all claims by the Contractor except those preciously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to **222 J.D. Randolph Street** for one (1) year. Homeowner agrees to occupy the rehabilitated home for one (1) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the homeowner(s) fail to reside in the home or abide by the terms of the grant award, event the property is sold, transferred or disposed of prior to the expiration of the one (1) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2018.

_____ _____

Betty Barnes Date Spouse's Signature Date

City of Hattiesburg, Mississippi **Contractor**

By: _____ By: _____

Toby Barker, Mayor

Date: November 6, 2018 Date: _____

Attest: _____ Attest: _____

City Clerk

CITY OF HATTIESBURG
HOUSING REHABILITATION (25K-)
GRANT AWARD AGREEMENT

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.

2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.

3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.

4. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.

5. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.

6. _____ I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.

7. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division Staff).

8. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **one (1)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**

9. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the ***one*** **(1)** year affordability period.

10. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **five (5)** year affordability period.

11. _____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.

12. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.

13. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

14._____ I authorize the city to proceed with preliminary testing, requests for bids, and other required steps necessary in order to proceed with a project, and further understand that costs related to the same shall be added to the total cost of the project under this grant award.

By my signature below I, **Betty Barnes of 222 J.D. Randolph Street,** agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2018.

_____ _____

Homeowner's Signature Spouse's Signature

GRANT AWARD

The Homeowner(s), Betty Barnes of 222 J.D. Randolph Street, is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of 222 J.D. Randolph Street. The amount of the award shall be the actual cumulative cost of all related preparation and work, including but not limited to: preliminary environmental testing, required abatement work, construction costs, any required legal filing fees, and any change orders/discovery repairs. General construction/rehabilitation/repair costs are not to exceed $25,000, excluding change orders/discovery repairs necessary to meet building codes and program standards according to the Housing Rehabilitation and Housing Repair Programs Manual Section VIII(E). Other associated costs are in addition to the $25,000 described for general construction/rehabilitation/repair. Lead and/or Asbestos activities are contracted separately. All actual costs together are subject to any Deed Restrictions and/or affordability period associated with the project.

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: November 6, 2018

Attest:_____
City Clerk

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT

Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 20th day of February, 2019 and between the City of Hattiesburg Community Development Division (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Betty Barnes of 222 J.D. Randolph Street, hereinafter called Owner, and Hollimon Construction (Curtis Hollimon), with its principal place of business located at 145 Hinton Drive, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings, work write-up (Exhibit 1), work agreement (Exhibit 2) and described in the specifications and other Contract Documents prepared for the **222 J.D. Randolph Street** Project by COHCD, said work to be performed on the structure(s)/property located at **222 J.D. Randolph Street**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. TIME OF COMPLETION

The Owner/COHCD shall issue a written Notice to Proceed to the Contractor at the signing conference. It shall be the Contractor's responsibility to ensure that all necessary licenses and/or insurance and/or bonding remain current throughout the fulfillment of this agreement. If the Notice to Proceed is not provided to the Contractor within 5 days of the full execution of this Agreement, the Contractor may at his option terminate his obligation under this Agreement. The Owner/COHCD maintains the right to terminate the agreement for cause.

Time is of the essence in the completion of this contract. The Contractor shall procure a building permit within ten (10) calendar days of the Notice to Proceed and shall begin work within fifteen (15) days of the Notice to Proceed. Work is to be completed within fifteen (15) working days after the issuance of the Notice to Proceed. **One hundred dollars ($100.00) per day, as liquidated damages, will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) working days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. COMPENSATION

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of Five thousand two hundred sixty dollars & 00/100 ($5,260) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory production of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a wavier of all claims by the Contractor except those preciously made in writing and still unsettled.

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4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to **222 J.D. Randolph Street** for one (1) year. Homeowner agrees to occupy the rehabilitated home for one (1) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the homeowner(s) fail to reside in the home or abide by the terms of the grant award, event the property is sold, transferred or disposed of prior to the expiration of the one (1) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the 20th day of February, 2019.

Betty Barnes 2/20/19

Betty Barnes Date

_____

Spouse's Signature Date

City of Hattiesburg, Mississippi

By: _____

Toby Barker, Mayor

Date: November 6, 2018

Attest: _____

City Clerk

Contractor

By: Curtis Holbrook

Date: 2-20-19

Attest: _____

CITY OF HATTIESBURG
HOUSING REHABILITATION (25K-)
GRANT AWARD AGREEMENT

General Terms and Conditions

1. BB I certify that I currently live in and own the home for which I am accepting repair assistance.
2. BB I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. BB I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.
4. BB I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
5. BB I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
6. BB I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
7. BB I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division Staff).
8. BB I hereby agree to occupy the home to be rehabilitated for a period of not less than **one (1)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
9. BB I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the ***one*** **(1)** year affordability period.
10. BB I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **five (5)** year affordability period.
11. BB I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.
12. BB I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
13. BB I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.
14. BB I authorize the city to proceed with preliminary testing, requests for bids, and other required steps necessary in order to proceed with a project, and further understand that costs related to the same shall be added to the total cost of the project under this grant award.

By my signature below I, **Betty Barnes of 222 J.D. Randolph Street,** agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the 28th day of February, 2018.

Betty Barnes
Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), Betty Barnes of 222 J.D. Randolph Street, is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of 222 J.D. Randolph Street. The amount of the award shall be the actual cumulative cost of all related preparation and work, including but not limited to: preliminary environmental testing, required abatement work, construction costs, any required legal filing fees, and any change orders/discovery repairs. General construction/rehabilitation/repair costs are not to exceed $25,000, excluding change orders/discovery repairs necessary to meet building codes and program standards according to the Housing Rehabilitation and Housing Repair Programs Manual Section VIII(E). Other associated costs are in addition to the $25,000 described for general construction/rehabilitation/repair. Lead and/or Asbestos activities are contracted separately. All actual costs together are subject to any Deed Restrictions and/or affordability period associated with the project.

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: November 6, 2018

Attest: _____
City Clerk

City of Hattiesburg, MS

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

Master

File Number: 2018-894

File ID: 2018-894 **Type:** Regular Agenda Item **Status:** Approved

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

Requester: Andrew Ellard **File Created:** 10/22/2018

Brief Title: Contractor Owner Agreement - Grant Award - 908 Dabbs Street **Final Action:** 11/06/2018

Minute Book Number: MB 2018-275

Title:

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Tinnia Jackson of 908 Dabbs Street in an amount not to exceed $50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Notes:

Agenda Date: 11/06/2018

Indexes: **Agenda Number:** V.-20

Sponsors: **Enactment Date:**

Attachments: COHCDD Contractor & T. Jackson Updated 10.26.18, Grant Agreement - T. Jackson Update -2 ($25K+)10.26.18, Executed Housing Rehab Grant Award - 908 Dabbs Street **Enactment Number:**

Contact: **Meeting Date:** 11/06/2018

Drafter: Kévin Jordan **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/06/2018	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Tinnia Jackson of 908 Dabbs Street in an amount not to exceed $50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2018-894

Title

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Tinnia Jackson of 908 Dabbs Street in an amount not to exceed $50,000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Summary

Contractor and Owner Agreement and a Housing Rehabilitation Grant Award - 908 Dabbs Street

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the ____ day of _____, 20____ and between the City of Hattiesburg Community Development Division (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Tinnia Jackson of 908 Dabbs Street, hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi _____, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings, work write-up (Exhibit 1), work agreement (Exhibit 2) and described in the specifications and other Contract Documents prepared for the **908 Dabbs Street** Project by COHCD, said work to be performed on the structure(s)/property located at **908 Dabbs Street**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. TIME OF COMPLETION

The Owner/COHCD shall issue a written Notice to Proceed to the Contractor at the signing conference. It shall be the Contractor's responsibility to ensure that all necessary licenses and/or insurance and/or bonding remain current throughout the fulfillment of this agreement. If the Notice to Proceed is not provided to the Contractor within 5 days of the full execution of this Agreement, the Contractor may at his option terminate his obligation under this Agreement. The Owner/COHCD maintains the right to terminate the agreement for cause.

Time is of the essence in the completion of this contract. The Contractor shall procure a building permit within ten (10) calendar days of the Notice to Proceed and shall begin work within fifteen (15) days of the Notice to Proceed. Work is to be completed within sixty (60) working days after the issuance of the Notice to Proceed. **One hundred dollars ($100.00) per day, as liquidated damages, will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) working days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. COMPENSATION

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ ( ) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory production of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a wavier

of all claims by the Contractor except those previously made in writing herein and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to **908 Dabbs Street** for five (5) years. Homeowner agrees to occupy the rehabilitated home for five (5) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the homeowner(s) fail to reside in the home or abide by the terms of the grant award, the property is sold, transferred or disposed of prior to the expiration of the five (5) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2018.

_____ _____

Tinnia Jackson Date Spouse's Signature Date

City of Hattiesburg, Mississippi **Contractor**

By: _____ By: _____

Toby Barker, Mayor

Date: November 6, 2018 Date: _____

Attest: _____ Attest: _____

City Clerk

CITY OF HATTIESBURG
HOUSING REHABILITATION (25K+)
GRANT AWARD AGREEMENT

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.

2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.

3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.

4. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.

5. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.

6. _____ I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.

7. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division Staff).

8. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **five (5)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**

9. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the ***five*** **(5)** year affordability period.

10. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **five (5)** year affordability period.

11. _____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.

12. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.

13. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

14._____ I authorize the city to proceed with preliminary testing, requests for bids, and other required steps necessary in order to proceed with a project, and further understand that costs related to the same shall be added to the total cost of the project under this grant award.

By my signature below I, **Tinnia Jackson of 908 Dabbs Street,** agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2018.

_____ _____

Homeowner's Signature Spouse's Signature

GRANT AWARD

The Homeowner(s), **Tinnia Jackson of 908 Dabbs Street**, is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **908 Dabbs Street**. The amount of the award shall be the actual cumulative cost of all related preparation and work, including but not limited to: preliminary environmental testing, required abatement work, construction costs, any required legal filing fees, and any change orders/discovery repairs. General construction/rehabilitation/repair costs are not to exceed $50,000, excluding change orders/discovery repairs necessary to meet building codes and program standards according to the Housing Rehabilitation and Housing Repair Programs Manual Section VIII(E). Other associated costs are in addition to the $50,000 described for general construction/rehabilitation/repair. Lead and/or Asbestos activities are contracted separately. All actual costs together are subject to any Deed Restrictions and/or affordability period associated with the project.

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: November 6, 2018

Attest:_____
City Clerk

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the 21st day of February, 2019 and between the City of Hattiesburg Community Development Division (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Tinnia Jackson of 908 Dabbs Street, hereinafter called Owner, and Hollimon Construction (Curtis Hollimon), with its principal place of business located at 145 Hinton Drive, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings, work write-up (Exhibit 1), work agreement (Exhibit 2) and described in the specifications and other Contract Documents prepared for the **908 Dabbs Street** Project by COHCD, said work to be performed on the structure(s)/property located at **908 Dabbs Street**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. TIME OF COMPLETION

The Owner/COHCD shall issue a written Notice to Proceed to the Contractor at the signing conference. It shall be the Contractor's responsibility to ensure that all necessary licenses and/or insurance and/or bonding remain current throughout the fulfillment of this agreement. If the Notice to Proceed is not provided to the Contractor within 5 days of the full execution of this Agreement, the Contractor may at his option terminate his obligation under this Agreement. The Owner/COHCD maintains the right to terminate the agreement for cause.

Time is of the essence in the completion of this contract. The Contractor shall procure a building permit within ten (10) calendar days of the Notice to Proceed and shall begin work within fifteen (15) days of the Notice to Proceed. Work is to be completed within sixty (60) working days after the issuance of the Notice to Proceed. **One hundred dollars ($100.00) per day, as liquidated damages, will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) working days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. COMPENSATION

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of Forty-nine thousand eight hundred sixty dollars and 00/100 ($49, 860.00) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory production of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a wavier

of all claims by the Contractor except those previously made in writing herein and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to **908 Dabbs Street** for five (5) years. Homeowner agrees to occupy the rehabilitated home for five (5) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the homeowner(s) fail to reside in the home or abide by the terms of the grant award, the property is sold, transferred or disposed of prior to the expiration of the five (5) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the 21st day of February, 2019.

Tinnia V Jackson 2-21-19

Tinnia Jackson Date

_____

Spouse's Signature Date

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: November 6, 2018

Attest: _____
City Clerk

Contractor

By: Curtis Holmes

Date: 2-21-19

Attest: _____

CITY OF HATTIESBURG
HOUSING REHABILITATION (25K+)
GRANT AWARD AGREEMENT

General Terms and Conditions

1. TJ I certify that I currently live in and own the home for which I am accepting repair assistance.

2. TJ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.

3. TJ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.

4. TJ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.

5. TJ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.

6. TJ I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.

7. TJ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division Staff).

8. TJ I hereby agree to occupy the home to be rehabilitated for a period of not less than **five (5)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**

9. TJ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the ***five*** **(5)** year affordability period.

10. TJ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **five (5)** year affordability period.

11. TJ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.

12. TJ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.

13. TJ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

14. TJ I authorize the city to proceed with preliminary testing, requests for bids, and other required steps necessary in order to proceed with a project, and further understand that costs related to the same shall be added to the total cost of the project under this grant award.

By my signature below I, **Tinnia Jackson of 908 Dabbs Street,** agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the 21st day of February, 2018.

Tinnia Jackson
Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), **Tinnia Jackson of 908 Dabbs Street**, is hereby awarded a Housing Rehabilitation Award for costs associated with the repair or rehabilitation of **908 Dabbs Street**. The amount of the award shall be the actual cumulative cost of all related preparation and work, including but not limited to: preliminary environmental testing, required abatement work, construction costs, any required legal filing fees, and any change orders/discovery repairs. General construction/rehabilitation/repair costs are not to exceed $50,000, excluding change orders/discovery repairs necessary to meet building codes and program standards according to the Housing Rehabilitation and Housing Repair Programs Manual Section VIII(E). Other associated costs are in addition to the $50,000 described for general construction/rehabilitation/repair. Lead and/or Asbestos activities are contracted separately. All actual costs together are subject to any Deed Restrictions and/or affordability period associated with the project.

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: November 6, 2018

Attest: _____
City Clerk

City of Hattiesburg, MS

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

Master

File Number: 2018-928

File ID: 2018-928 **Type:** Regular Agenda Item **Status:** Passed

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

Requester: Ann Jones **File Created:** 10/29/2018

Brief Title: Approve or deny changes to wages and salaries in accordance with Ord. 3154-Shop, Sanitation, Cod Enforcement **Final Action:** 11/06/2018

Minute Book Number: MB 2018-276

Title:

Approve or deny changes to wages and salaries proposed in accordance with Ordinance 3154.

Notes:

Agenda Date: 11/06/2018

Indexes: **Agenda Number:** V.-21

Sponsors: **Enactment Date:**

Attachments: Pay Scale Alignment Shop Street Sanitation November 2018 Revised **Enactment Number:**

Contact: **Meeting Date:** 11/06/2018

Drafter: Ann Jones **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/06/2018	Approve				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve changes to wages and salaries proposed in accordance with Ordinance 3154.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2018-928

Title

Approve or deny changes to wages and salaries proposed in accordance with Ordinance 3154.

Summary

Changes to wages and salaries in accordance with Ord. 3154 for Public Works-Sanitation & Shop Divisions and Urban Development-Code Enforcement Division

Budget Information

Expenditure Type

Purchasing Item

Publication Information

City of Hattiesburg
Pay Alignment Adjustment for Public Works-Police-Fire-Urban Development

Public Works Department-Shop Division							Net Savings-includes fringe
Position	**Requested Title Change**	**Existing Budget**	**Existing Salary**		**Proposed Alignment**	**Proposed Hourly Rate**	
Depdirector204 Deputy Director		$ 52,000.00	$ 52,000.00	$ 25.00	$ 52,000.00	Salary	
Mechhelpr204 Mechanic Helper		$ 22,360.00	$ 22,360.00	$ 10.75	$ 24,960.00	$ 12.00	
Mech204-1 Mechanic		$ 29,099.00	$ 29,099.00	$ 13.99	$ 29,120.00	$ 14.00	
Mech204-2 Mechanic Parts Office		$ 27,040.00	$ 27,040.00	$ 13.00	$ 29,120.00	$ 14.00	
Mech204-3 Mechanic		$ 24,960.00	$ 24,960.00	$ 12.00	$ 29,120.00	$ 14.00	
Mech204-4 Mechanic		$ 25,220.00	$ 25,220.00	$ 12.13	$ 29,120.00	$ 14.00	
Mech204-5 Mechanic	Delete Position	$ 24,960.00		$ -			
Mech204-6 Mechanic		$ 33,800.00	$ 33,800.00	$ 16.25	$35,360	$ 17.00	
Mech204-7 Mechanic	Delete Position	$ 26,000.00		$ -			
Mech204-8 Machanic		$ 30,368.00	$ 30,368.00	$ 14.60	$ 33,280.00	$ 16.00	
Mech204-9 Mechanic		$ 26,260.00		$ -	$ 33,280.00	$ 16.00	
Shopfrmn204 Shop Foreman	Division Manager	$ 35,000.00		$ -	$ 45,000.00	Salary	
Department Savings from Net Proposed Changes		**$ 357,067.00**			**$ 340,360.00**		**$ 36,210.00**

Public Works Department-Drainage							Net Savings-EXcludes fringe
CRWWRKR250-5	Deleter Position	$ 20,800.00					
CRWWRKR206-1 (LD)		$ 24,710.00	$ 24,710.00	$ 11.88	$ 26,312.00	$ 12.65	
CRWWRKR201-1 (AM)		$ 28,080.00	$ 28,080.00	$ 13.50	$ 29,328.00	$ 14.10	
CRWWRKR201-11 (RS)		$ 20,800.00	$ 20,800.00	$ 10.00	$ 24,960.00	$ 12.00	
CRWWRKR201-12 (SM)		$ 21,320.00	$ 21,320.00	$ 10.25	$ 24,960.00	$ 12.00	
CRWWRKR201-16 (AA)		$ 20,800.00	$ 20,800.00	$ 10.00	$ 24,960.00	$ 12.00	
CRWWRKR201-21 (VH)		$ 27,893.00	$ 27,893.00	$ 13.41	$ 28,600.00	$ 13.75	
EQUIPOP201-3 (TK)		$ 28,122.00	$ 28,122.00	$ 13.52	$ 29,328.00	$ 14.10	
EQUIPOP250-4		$ 24,960.00			$ 29,120.00	$ 14.00	
Department Savings from Net Proposed Changes		**$ 217,485.00**			**$ 217,568.00**		**$ 17.00**

Public Works Department-Sanitation & Street Division							Net Savings-includes fringe
Position	**Requested Title Change**	**Existing Budget**	**Existing Salary**	**Existing Hourly Rate**	**Proposed Alignment**	**Proposed Hourly Rate**	
DIVMGRCATC220-1	Delete Position	$ 42,598.00					
CRWWRKR220-6	Retitle to Crew Foreman	$ 27,976.00	$ 27,976.00		$ 31,976.00	$ 15.37	
CRWFRMN201-4		$ 36,838.00	$ 36,838.40		$ 38,838.00	$ 18.67	
CRWWRKR220-1		$ 20,800.00	$ 20,800.00	$ 10.00	$ 22,880.00	$ 11.00	
CRWWRKR220-10		$ 20,800.00	$ 20,800.00	$ 10.00	$ 22,880.00	$ 11.00	
CRWWRKR220-4		$ 21,840.00	$ 21,840.00	$ 10.50	$ 22,880.00	$ 11.00	
CRWWRKR220-5		$ 20,800.00	$ 20,800.00	$ 10.00	$ 22,880.00	$ 11.00	
CRWWRKR220-3		$ 21,840.00	$ 21,840.00	$ 10.50	$ 22,880.00	$ 11.00	
OFFASST220-1		$ 21,320.00	$ 21,320.00	$ 10.25	$ 22,880.00	$ 11.00	
Department Savings from Net Proposed Changes		**$ 234,812.00**			**$ 208,094.00**		**$ 40,772.00**

Urban Development Department-Land Code							Net Savings
Position	**Requested Title Change**	**Existing Budget**	**Existing Salary**	**Existing Hourly Rate**	**Proposed Alignment**	**Proposed Hourly Rate**	
OFFASST180-1	Permit Technician	$ 26,294.00	$ 26,294.00	$ 12.64	N/A	N/A	
OFFASST180-2	Permit Technician	$ 29,268.00	$ 29,268.00	$ 14.07	N/A	N/A	
Department Savings from Net Proposed Changes							**N/A Title Change Only**

Police Department							Net Savings
VICTADV100-1	Victims Advocate-Police	$ 21,923.00	$ 21,923.00	$ 10.54	$ 23,753.60	$ 11.42	(VAWA Grant Revenue)
Department Savings from Net Proposed Changes							**N/A**

Fire Department							Net Savings
FIRELT160-23	Training Instructor	$ 44,616.00	$ 44,616.00		$ 50,500.00		
FIRERELF160-28		$ 40,116.00	$ 37,000.00		$ 33,000.00		
Department Savings from Net Proposed Changes		**$ 84,732.00**	**$ 81,616.00**		**$ 83,500.00**		**$ 232.00**

City of Hattiesburg, MS

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

Master

File Number: 2018-905

File ID: 2018-905 **Type:** Regular Agenda Item **Status:** Approved

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

Requester: Lamar Rutland **File Created:** 10/26/2018

Brief Title: Engage Landry Lewis Germany Architects, P.A. as consultants for the Fire Station No. 9 project. **Final Action:** 11/06/2018

Minute Book Number: MB 2018-276

Title:

Acknowledge receipt on October 4, 2018 of Statements of Qualification from consulting firms to provide professional design, engineering and construction oversight and management services for the construction of a new fire station (No. 9) and engage the firm Landry Lewis Germany Architects, P.A. for said project; Authorize Mayor to sign engagement agreement in duplicate.

Notes: Please return one signed original to engineering.

Agenda Date: 11/06/2018

Indexes: **Agenda Number:** V.-22

Sponsors: **Enactment Date:**

Attachments: Contract - Landry Lewis Germany, Executed
Agreement - Landry Lewis Germany for Fire Station 9 **Enactment Number:**

Contact: **Meeting Date:** 11/06/2018

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/06/2018	Acknowledge				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Acknowledge receipt on October 4, 2018 of Statements of Qualification from consulting firms to provide professional design, engineering and construction oversight and management services for the construction of a new fire station (No. 9) and engage the firm Landry Lewis Germany Architects, P.A. for said project; Authorize Mayor to sign engagement agreement in duplicate.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea:	5	Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown

Text of Legislative File 2018-905

Title

Acknowledge receipt on October 4, 2018 of Statements of Qualification from consulting firms to provide professional design, engineering and construction oversight and management services for the construction of a new fire station (No. 9) and engage the firm Landry Lewis Germany Architects, P.A. for said project; Authorize Mayor to sign engagement agreement in duplicate.

Summary

Acknowledge receipt on October 4, 2018 of Statements of Qualification from consulting firms to provide professional design, engineering and construction oversight and management services for the construction of a new fire station and engage the firm Landry Lewis Germany Architects, P.A. for said project; Authorize Mayor to sign engagement agreement in duplicate.

Budget Information

001203.6015

Expenditure Type

Regular Budget Item

LANDRY · LEWIS · GERMANY
ARCHITECTS, P.A.
CREATING LANDMARKS SINCE 1910
WWW.LLGARCH.COM
Kevin P. Lewis, AIA
Christian J. Landry, AIA
Jason K. Landry, AIA
Shane M. Germany, AIA

October 23, 2018

Re: Fire Station No. 9
Hattiesburg, Mississippi
CN 18-3707

City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

Attn: Mayor Toby Barker

Dear Mayor Barker:

Enclosed please find two (2) copies of AIA Document B101 Standard Form of Agreement Between Owner and Architect on the above referenced project. After your review please execute both copies and keep one copy for your files. Return the remaining copy to this office for our files.

If you have any questions please feel free to contact the office.

Respectfully,

Nancy Templeton
Office Manager

/nat
enclosure

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-third day of October in the year Two Thousand Eighteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

and the Architect:
(Name, legal status, address and other information)

Landry Lewis Germany Architects, P.A.
5211 Old Highway 11
Hattiesburg, MS 39402
Telephone Number: 601-271-7711
Fax Number: 601-271-7712

for the following Project:
(Name, location and detailed description)

Fire Station No. 9
Hattiesburg, MS
CN 18-3707

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
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User Notes: (810181465)

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13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To Be Determined

.2 Substantial Completion date:

To Be Determined

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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User Notes: (810181465)

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

One Million Dollars - Two Million Dollars

.2 Automobile Liability

One Million Dollars

.3 Workers' Compensation

Statutory Employer Liability $1,000,000.00 per accident, $1,000,000.00 per employee, $1,000,000.00 Policy Limit

.4 Professional Liability

One Million Dollars

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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User Notes: (810181465)

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and

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such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- **.1** procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- **.2** distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- **.3** organizing and conducting a pre-bid conference for prospective bidders;
- **.4** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- **.5** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors; and

.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations

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and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with

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reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	**Responsibility** *(Architect, Owner or Not Provided)*	**Location of Service Description** *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1 Programming (B202™–2009)	N/A	
§ 4.1.2 Multiple preliminary designs	N/A	
§ 4.1.3 Measured drawings	N/A	
§ 4.1.4 Existing facilities surveys	N/A	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	N/A	
§ 4.1.6 Building Information Modeling (E202™–2008)	N/A	

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§ 4.1.7 Civil engineering	N/A	
§ 4.1.8 Landscape design	N/A	
§ 4.1.9 Architectural Interior Design (B252™–2007)	N/A	
§ 4.1.10 Value Analysis (B204™–2007)	N/A	
§ 4.1.11 Detailed cost estimating	N/A	
§ 4.1.12 On-site Project Representation (B207™–2008)	N/A	
§ 4.1.13 Conformed construction documents	N/A	
§ 4.1.14 As-Designed Record drawings	N/A	
§ 4.1.15 As-Constructed Record drawings	N/A	
§ 4.1.16 Post occupancy evaluation	N/A	
§ 4.1.17 Facility Support Services (B210™–2007)	N/A	
§ 4.1.18 Tenant-related services	N/A	
§ 4.1.19 Coordination of Owner's consultants	N/A	
§ 4.1.20 Telecommunications/data design	N/A	
§ 4.1.21 Security Evaluation and Planning (B206™–2007)	N/A	
§ 4.1.22 Commissioning (B211™–2007)	N/A	
§ 4.1.23 Extensive environmentally responsible design	N/A	
§ 4.1.24 LEED® Certification (B214™–2012)	N/A	
§ 4.1.25 Fast-track design services	N/A	
§ 4.1.26 Historic Preservation (B205™–2007)	N/A	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)	N/A	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

N/A

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of bidders or persons providing proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

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.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker;

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

.2 As Needed (As Needed) visits to the site by the Architect over the duration of the Project during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and

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contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work

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to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other (Specify)

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§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

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ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Six Percent (6%) of the cost of construction.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Principal/Architect at a fixed rate of $175.00 per hour
Project Manager at a fixed rate of $150.00 per hour
Construction Administration at a fixed rate of $150.00 per hour
Senior Drafting at a fixed rate of $125.00 per hour
Drafting at a fixed rate of $100.00 per hour
Clerical at a fixed rate of $75.00 per hour

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Same rates as listed in Paragraph 11.3

Employee or Category	Rate

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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- **.1** Transportation and authorized out-of-town travel and subsistence;
- **.2** Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- **.3** Fees paid for securing approval of authorities having jurisdiction over the Project;
- **.4** Printing, reproductions, plots, standard form documents;
- **.5** Postage, handling and delivery;
- **.6** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- **.7** Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- **.8** Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- **.9** All taxes levied on professional services and on reimbursable expenses;
- **.10** Site office expenses; and
- **.11** Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Twenty-five percent (25.00 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Ten Percent (10%) of fee for work not completed based on the compensation percentages

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.50 % monthly

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

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ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect

.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

.3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

N/A

This Agreement entered into as of the day and year first written above.

OWNER	ARCHITECT
(Signature)	*(Signature)*
Toby Barker, Mayor	Kevin P. Lewis, President
(Printed name and title)	*(Printed name and title)*

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AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-third day of October in the year Two Thousand Eighteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

and the Architect:
(Name, legal status, address and other information)

Landry Lewis Germany Architects, P.A.
5211 Old Highway 11
Hattiesburg, MS 39402
Telephone Number: 601-271-7711
Fax Number: 601-271-7712

for the following Project:
(Name, location and detailed description)

Fire Station No. 9
Hattiesburg, MS
CN 18-3707

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.
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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To Be Determined

.2 Substantial Completion date:

To Be Determined

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

One Million Dollars - Two Million Dollars

.2 Automobile Liability

One Million Dollars

.3 Workers' Compensation

Statutory Employer Liability $1,000,000.00 per accident, $1,000,000.00 per employee, $1,000,000.00 Policy Limit

.4 Professional Liability

One Million Dollars

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and

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such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- **.1** procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- **.2** distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- **.3** organizing and conducting a pre-bid conference for prospective bidders;
- **.4** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- **.5** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors; and

.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations

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and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with

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reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	**Responsibility** *(Architect, Owner or Not Provided)*	**Location of Service Description** *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1 Programming (B202™–2009)	N/A	
§ 4.1.2 Multiple preliminary designs	N/A	
§ 4.1.3 Measured drawings	N/A	
§ 4.1.4 Existing facilities surveys	N/A	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	N/A	
§ 4.1.6 Building Information Modeling (E202™–2008)	N/A	

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§ 4.1.7 Civil engineering	N/A	
§ 4.1.8 Landscape design	N/A	
§ 4.1.9 Architectural Interior Design (B252™–2007)	N/A	
§ 4.1.10 Value Analysis (B204™–2007)	N/A	
§ 4.1.11 Detailed cost estimating	N/A	
§ 4.1.12 On-site Project Representation (B207™–2008)	N/A	
§ 4.1.13 Conformed construction documents	N/A	
§ 4.1.14 As-Designed Record drawings	N/A	
§ 4.1.15 As-Constructed Record drawings	N/A	
§ 4.1.16 Post occupancy evaluation	N/A	
§ 4.1.17 Facility Support Services (B210™–2007)	N/A	
§ 4.1.18 Tenant-related services	N/A	
§ 4.1.19 Coordination of Owner's consultants	N/A	
§ 4.1.20 Telecommunications/data design	N/A	
§ 4.1.21 Security Evaluation and Planning (B206™–2007)	N/A	
§ 4.1.22 Commissioning (B211™–2007)	N/A	
§ 4.1.23 Extensive environmentally responsible design	N/A	
§ 4.1.24 LEED® Certification (B214™–2012)	N/A	
§ 4.1.25 Fast-track design services	N/A	
§ 4.1.26 Historic Preservation (B205™–2007)	N/A	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)	N/A	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

N/A

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of bidders or persons providing proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

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.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker;

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

.2 As Needed (As Needed) visits to the site by the Architect over the duration of the Project during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and

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contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work

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to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

Init.
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§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other (Specify)

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§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

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ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Six Percent (6%) of the cost of construction.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Principal/Architect at a fixed rate of $175.00 per hour
Project Manager at a fixed rate of $150.00 per hour
Construction Administration at a fixed rate of $150.00 per hour
Senior Drafting at a fixed rate of $125.00 per hour
Drafting at a fixed rate of $100.00 per hour
Clerical at a fixed rate of $75.00 per hour

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Same rates as listed in Paragraph 11.3

Employee or Category	Rate

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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Twenty-five percent (25.00 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Ten Percent (10%) of fee for work not completed based on the compensation percentages

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.50 % monthly

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

N/A

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ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect

.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

.3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

N/A

This Agreement entered into as of the day and year first written above.

OWNER	ARCHITECT
(Signature)	*(Signature)*
Toby Barker, Mayor	Kevin P. Lewis, President
(Printed name and title)	*(Printed name and title)*

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City of Hattiesburg, MS

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

Master

File Number: 2018-886

File ID: 2018-886 **Type:** Regular Agenda Item **Status:** Approved

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

Requester: Lamar Rutland **File Created:** 10/17/2018

Brief Title: Acknowledge receipt of Certificate of Substantial Completion for the Hattiesburg Public Safety Complex Demolition Project and Authorize Mayor to execute in quadruplicate. **Final Action:** 11/06/2018

Minute Book Number: MB 2018-276

Title:

Acknowledge receipt of Certificate of Substantial Completion for the Hattiesburg Public Safety Complex Demolition Project and Authorize Mayor to execute in quadruplicate.

Notes: Please return 3 originals to engineering.

Agenda Date: 11/06/2018

Indexes: **Agenda Number:** V.-23

Sponsors: **Enactment Date:**

Attachments: Certificate of Substantial Completion, Executed
Certificate of Substantial Completion Hattiesburg Public Safety Complex Demolition **Enactment Number:**

Contact: **Meeting Date:** 11/06/2018

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/06/2018	Acknowledge				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Delgado to Acknowledge receipt of Certificate of Substantial Completion for the Hattiesburg Public Safety Complex Demolition Project and Authorize Mayor to execute in quadruplicate.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea:	5	Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown

Text of Legislative File 2018-886

Title

Acknowledge receipt of Certificate of Substantial Completion for the Hattiesburg Public Safety Complex Demolition Project and Authorize Mayor to execute in quadruplicate.

Summary

Acknowledge receipt of Certificate of Substantial Completion for the Hattiesburg Public Safety Complex Demolition Project and Authorize Mayor to execute in quadruplicate.

ALBERT & ASSOCIATES ARCHITECTS

514 Main Street
P.O. Box 1567
Hattiesburg, MS 39403

Telephone: 601.544.1970
Facsimile: 601.544.4714

a@albertassociates.com
www.albertassociates.com

Transmittal

Date: October 15, 2018

To: Lamar Rutland,
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

From: Lucy Sanguinetti

Project: Hattiesburg Public Safety Complex

Demolition Project

We are transmitting to you the following items:

Three (3) Original Copy of AIA G704 Certificate of Substantial Completion

These are transmitted as indicated below:

☐ For Approval	☐ No Exceptions Taken	☐ Resubmit copies for approval
☒ For Your Use	☐ Exceptions Taken as Noted	☐ Submit copies for distribution
☐ As Requested	☐ Returned for Correction	☐ Return correct prints
☐ For Review/Comment	☐ Return copies for distribution	☒ For your records

Lamar,

Please get the Mayor to sign all three originals. The City can keep one and return the other two to me. I will distribute an original copy to Codaray Construction. Thank you.

AIA® Document G704™ – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)* Hattiesburg Public Safety Complex Demolition Project	**CONTRACT INFORMATION:** Contract For: General Construction Date: February 13, 2018	**CERTIFICATE INFORMATION:** Certificate Number: Date: October 5, 2018
OWNER: *(name and address)* The City of Hattiesburg, Mississippi P.O. Box 1898 Hattiesburg, MS 39403	**ARCHITECT:** *(name and address)* Albert & McCleskey Associates Architects 514 Main Street, P.O. Box 1567 Hattiesburg, MS 39403	**CONTRACTOR:** *(name and address)* Codaray Construction, LLC P.O. Box 16628 Hattiesburg, MS 39404

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)
Entire Project as outlined in the Contract

Albert & McCleskey Associates Architects		PRINCIPAL	
ARCHITECT *(Firm Name)*	**SIGNATURE**	LARRY A. ALBERT **PRINTED NAME AND TITLE**	October 5, 2018 **DATE OF SUBSTANTIAL COMPLETION**

WARRANTIES
The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)
N/A

WORK TO BE COMPLETED OR CORRECTED
A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)
All work is complete.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within ( ) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: $0

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)
N/A

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Codaray Construction, LLC		Matt C. Pace	10/15/18
CONTRACTOR *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**
The City of Hattiesburg, Mississippi			
OWNER *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**

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User Notes: (3B9ADA34)

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Certificate of Substantial Completion

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Entire Project as outlined in the Contract

Albert & McCleskey Associates Architects	LARRY A. ALBERT PRINCIPAL	October 5, 2018
ARCHITECT *(Firm Name)*	**SIGNATURE** **PRINTED NAME AND TITLE**	**DATE OF SUBSTANTIAL COMPLETION**

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Cost estimate of Work to be completed or corrected: $0

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)
N/A

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion.

Codaray Construction, LLC		Matt C. Pace Pres.	10/15/18
CONTRACTOR *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**
The City of Hattiesburg, Mississippi			
OWNER *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**

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Entire Project as outlined in the Contract

Albert & McCleskey Associates Architects		LARRY A. ALBERT PRINCIPAL	October 5, 2018
ARCHITECT *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE OF SUBSTANTIAL COMPLETION**

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Codaray Construction, LLC		Matt C. Kaul, Pres.	10/5/18
CONTRACTOR *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**
The City of Hattiesburg, Mississippi			
OWNER *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**

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Entire Project as outlined in the Contract

Albert & McCleskey Associates Architects		PRINCIPAL LARRY A. ALBERT	October 5, 2018
ARCHITECT *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE OF SUBSTANTIAL COMPLETION**

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(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)
N/A

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Codaray Construction, LLC		Matt C. Price	10/15/18
CONTRACTOR *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**
The City of Hattiesburg, Mississippi		TOBY BARKER-MAYOR	11/9/18
OWNER *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**

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City of Hattiesburg, MS

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

Master

File Number: 2018-883

File ID: 2018-883 **Type:** Regular Agenda Item **Status:** Approved

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

Requester: Lamar Rutland **File Created:** 10/15/2018

Brief Title: Acknowledge state grant offer for the Airport and authorize Mayor to accept and execute agreement. **Final Action:** 11/06/2018

Minute Book Number: MB 2018-276-277

Title:

Acknowledge receipt of grant offer from the Mississippi Transportation Commission for the Bobby L. Chain Municipal Airport Project No. AIP-3-28-0031-025-2015 in the amount of $40,961.00; Authorize Mayor to accept and execute Airport Federal Matching Grant Agreement in quadruplicate.

Notes: Please expedite signatures and return 3 executed copies to engineering. Thanks!

Agenda Date: 11/06/2018

Indexes: **Agenda Number:** V.-24

Sponsors: **Enactment Date:**

Attachments: MDOT Grant Offer-2018, Executed MDOT Grant Offer-2018 for Bobby L. Chain Municipal Airport Project **Enactment Number:**

Contact: **Meeting Date:** 11/06/2018

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/06/2018	Acknowledge				Pass

Action Text: A MOTION was made by Council Member George and seconded by Council Member Brown to Acknowledge receipt of grant offer from the Mississippi Transportation Commission for the Bobby L. Chain Municipal Airport Project No. AIP-3-28-0031-025-2015 in the amount of $40,961.00; Authorize Mayor to accept and execute Airport Federal Matching Grant Agreement in quadruplicate.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea:	5	Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown

Text of Legislative File 2018-883

Title

Acknowledge receipt of grant offer from the Mississippi Transportation Commission for the Bobby L. Chain Municipal Airport Project No. AIP-3-28-0031-025-2015 in the amount of $40,961.00; Authorize Mayor to accept and execute Airport Federal Matching Grant Agreement in quadruplicate.

Summary

Acknowledge state grant offer for the Airport and authorize Mayor to accept and execute agreement.

Budget Information

039551.7295.02

Expenditure Type

Grant

MISSISSIPPI TRANSPORTATION COMMISSION
AIRPORT FEDERAL MATCHING GRANT AGREEMENT
Project No. AIP-3-28-0031-025-2018
Hattiesburg-Bobby L. Chain Airport

PART I - OFFER

TO: **City of Hattiesburg, Mississippi**
(hereinafter referred to as the RECIPIENT)

FROM: **The Mississippi Transportation Commission**
(hereinafter referred to as the COMMISSION)

WHEREAS, Title 61 of the Mississippi Code of 1972, as amended, authorizes the COMMISSION, subject to the limitations and conditions stated therein, to render financial aid in the acquisition, development, operation or maintenance of airports and to aid in the establishment, development, and maintenance of the civil air patrol program; and,

WHEREAS, The RECIPIENT submitted an Application for Federal Assistance (hereinafter referred to as Application) to the Federal Aviation Administration (hereinafter referred to as FAA) for federal financial assistance for development of the Hattiesburg-Bobby L. Chain Airport (hereinafter referred to as Airport), and the FAA subsequently issued a Grant Offer of federal funds, dated August 2, 2018 for Airport Improvement Project No. 3-28-0031-025-2018 (hereinafter referred to as Project) consisting of the following:

Construct taxiway extension (Phase 2)

all as more particularly described in the plans and specifications for the Project which were approved by the FAA; and,

WHEREAS, the Application included a request to the COMMISSION for financial assistance in payment of the RECIPIENT'S ten percent (10%) share of the Project costs;

NOW, THEREFORE, The COMMISSION hereby offers and agrees to pay as the COMMISSION'S share, **$40,961**, of the eligible costs incurred in accomplishing the Project, subject to the following terms and conditions:

1. The maximum obligation of the COMMISSION payable under this offer shall be fifty percent (50%) of the RECIPIENT'S share of the final eligible Project costs.

2. The RECIPIENT shall:

    a. expend an amount equal to, or greater than, five percent (5%) of the final Project costs.

    b. carry out and complete the project **by December 30, 2022**, and in accordance with the approved plans and specifications or contracts for the project, incorporated herein by reference, and any revisions or modifications approved by the COMMISSION.

3. The RECIPIENT is obligated to pay the full 10% recipient share of any FAA Grant Amendments to increase the FAA funding participation in the Project.

4. Project payments pursuant to this Grant will be made for eligible costs documented by invoices for the work or services incurred in accomplishing the project within the period set forth in 2(b) above. Final payment will be made after final review and approval of the completed Project by the FAA and the COMMISSION and after all conditions relating to the Project have been satisfied.

5. The COMMISSION reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the RECIPIENT.

6. The RECIPIENT shall establish and maintain financial records of the Project in accordance with applicable State audit requirements and will make them available to personnel of the COMMISSION upon request.

7. All terms, conditions, and assurances contained in the FAA Grant Agreement for the project are incorporated herein by reference.

8. The RECIPIENT shall carry out and complete (physical and financial) the project without undue delays and in accordance with the terms herein.

9. The RECIPIENT will comply with the E-Verify Program described in the attached Supplemental Condition and by executing the form in Attachment C.

The RECIPIENT'S acceptance of this Offer shall be evidenced by execution of this instrument by the RECIPIENT and said offer and acceptance shall comprise an Airport Development Agreement, as provided by the COMMISSION constituting the obligations and rights of the COMMISSION and the RECIPIENT with respect to the accomplishment of the Project. Such Airport Development Agreement shall become effective upon the RECIPIENT'S acceptance of this Offer.

The COMMISSION executes all its orders and directives through the personnel of the MISSISSIPPI DEPARTMENT OF TRANSPORTATION. All notices and correspondence with or to the COMMISSION pursuant to the Project identified in this Agreement shall be directed to the Director, Aeronautics Division, Mississippi Department of Transportation.

This Agreement shall be governed by and construed under the laws of the State of Mississippi. Any term or provision or portion thereof which violates the laws of the State of Mississippi, shall be null and void.

Witness this my signature in execution hereof this the ____ day of _____, 2018.

MISSISSIPPI TRANSPORTATION COMMISSION, BY AND THROUGH THE DULY AUTHORIZED EXECUTIVE DIRECTOR OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

_____
Melinda L. McGrath, PE

PART II - ACCEPTANCE

The **City of Hattiesburg, Mississippi** does hereby accept said Offer and all terms and conditions contained therein.

Witness this my signature in execution hereof this the 16th day of October, 2018.

City of Hattiesburg, Mississippi

Attest: _____ By: _____

Kermas Eaton, City Clerk
(Title)

Toby Barker, Mayor
(Title)

SUPPLEMENTAL CONDITIONS

Immigrant Status Certification/ E-Verify

The RECIPIENT represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act**, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008),** and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The RECIPIENT agrees to maintain records of such compliance and, upon request of the State **and approval of the Social Security Administration or Department of Homeland Security, where required,** to provide a copy of each such verification to the State. The RECIPIENT further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The RECIPIENT understands and agrees that any breach of these warranties may subject the RECIPIENT to the following: (a) termination of this GRANT and ineligibility for any State or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the RECIPIENT by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the RECIPIENT would also be liable for any additional costs incurred by the State due to GRANT cancellation or loss of license or permit. **The RECIPIENT is required to provide the certification on Attachment "C" to this GRANT to the COMMISSION verifying that the RECIPIENT and SUB-RECIPIENTS (Contractors, Subcontractors, Consultants), if any, are registered and participating in E-Verify prior to execution of this GRANT.**

It is agreed by the parties that no person employed by the RECIPIENT pursuant to the provisions hereof will be considered an agent or employee of the COMMISSION or the Mississippi Department of Transportation.

It is further agreed by the parties that no provision of this GRANT is intended nor shall it be construed to give rise to a third party beneficiary claim on the person or entity not a party hereto.

ATTACHMENT C

RECIPIENT EEV CERTIFICATION AND AGREEMENT

Hattiesburg-Bobby L. Chain Airport

By executing this Certification and Agreement, the undersigned verifies its compliance with the "Mississippi Employment Protection Act," Section 71-11-1 et seq. Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm or corporation which is contracting with MTC has registered with and is participating in a Federal work authorization program***** operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L. 99-603,100, Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any sub-consultant(s) and/or subcontractor(s) in connection with the performance of this GRANT, the undersigned will secure from such sub-consultant(s) and/or sub-contractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this GRANT.

134257
EV***** Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the GRANT, ineligibility for any State or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the GRANT cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY:_____ _____
, Authorized Officer or Agent Date

Sharon Waits Accountant
Printed Name of Authorized Officer or Agent of the RECIPIENT
Title of Authorized Officer or Agent of the RECIPIENT

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 20___.

_____
NOTARY PUBLIC
My Commission Expires:_____

* As of the effective date of the Mississippi Employment Protection Act, the applicable Federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

MISSISSIPPI TRANSPORTATION COMMISSION
AIRPORT FEDERAL MATCHING GRANT AGREEMENT
Project No. AIP-3-28-0031-025-2018
Hattiesburg-Bobby L. Chain Airport

PART I - OFFER

TO: **City of Hattiesburg, Mississippi**
(hereinafter referred to as the RECIPIENT)

FROM: **The Mississippi Transportation Commission**
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WHEREAS, The RECIPIENT submitted an Application for Federal Assistance (hereinafter referred to as Application) to the Federal Aviation Administration (hereinafter referred to as FAA) for federal financial assistance for development of the Hattiesburg-Bobby L. Chain Airport (hereinafter referred to as Airport), and the FAA subsequently issued a Grant Offer of federal funds, dated August 2, 2018 for Airport Improvement Project No. 3-28-0031-025-2018 (hereinafter referred to as Project) consisting of the following:

Construct taxiway extension (Phase 2)

all as more particularly described in the plans and specifications for the Project which were approved by the FAA; and,

WHEREAS, the Application included a request to the COMMISSION for financial assistance in payment of the RECIPIENT'S ten percent (10%) share of the Project costs;

NOW, THEREFORE, The COMMISSION hereby offers and agrees to pay as the COMMISSION'S share, **$40,961**, of the eligible costs incurred in accomplishing the Project, subject to the following terms and conditions:

1. The maximum obligation of the COMMISSION payable under this offer shall be fifty percent (50%) of the RECIPIENT'S share of the final eligible Project costs.

2. The RECIPIENT shall:

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The RECIPIENT'S acceptance of this Offer shall be evidenced by execution of this instrument by the RECIPIENT and said offer and acceptance shall comprise an Airport Development Agreement, as provided by the COMMISSION constituting the obligations and rights of the COMMISSION and the RECIPIENT with respect to the accomplishment of the Project. Such Airport Development Agreement shall become effective upon the RECIPIENT'S acceptance of this Offer.

The COMMISSION executes all its orders and directives through the personnel of the MISSISSIPPI DEPARTMENT OF TRANSPORTATION. All notices and correspondence with or to the COMMISSION pursuant to the Project identified in this Agreement shall be directed to the Director, Aeronautics Division, Mississippi Department of Transportation.

This Agreement shall be governed by and construed under the laws of the State of Mississippi. Any term or provision or portion thereof which violates the laws of the State of Mississippi, shall be null and void.

Witness this my signature in execution hereof this the 16 day of Nov., 2018.

MISSISSIPPI TRANSPORTATION COMMISSION, BY AND THROUGH THE DULY AUTHORIZED EXECUTIVE DIRECTOR OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Melinda L. McGrath, PE

Bk 21, Pg 895

PART II - ACCEPTANCE

The **City of Hattiesburg, Mississippi** does hereby accept said Offer and all terms and conditions contained therein.

Witness this my signature in execution hereof this the 16th day of October, 2018.

City of Hattiesburg, Mississippi

Attest: _____

Kermas Eaton, City Clerk
(Title)

By: _____

Toby Barker, Mayor
(Title)

SUPPLEMENTAL CONDITIONS

Immigrant Status Certification/ E-Verify

The RECIPIENT represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, **Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008),** and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The RECIPIENT agrees to maintain records of such compliance and, upon request of the State **and approval of the Social Security Administration or Department of Homeland Security, where required,** to provide a copy of each such verification to the State. The RECIPIENT further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The RECIPIENT understands and agrees that any breach of these warranties may subject the RECIPIENT to the following: (a) termination of this GRANT and ineligibility for any State or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the RECIPIENT by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the RECIPIENT would also be liable for any additional costs incurred by the State due to GRANT cancellation or loss of license or permit. **The RECIPIENT is required to provide the certification on Attachment "C" to this GRANT to the COMMISSION verifying that the RECIPIENT and SUB-RECIPIENTS (Contractors, Subcontractors, Consultants), if any, are registered and participating in E-Verify prior to execution of this GRANT.**

It is agreed by the parties that no person employed by the RECIPIENT pursuant to the provisions hereof will be considered an agent or employee of the COMMISSION or the Mississippi Department of Transportation.

It is further agreed by the parties that no provision of this GRANT is intended nor shall it be construed to give rise to a third party beneficiary claim on the person or entity not a party hereto.

ATTACHMENT C

RECIPIENT EEV CERTIFICATION AND AGREEMENT

Hattiesburg-Bobby L. Chain Airport

By executing this Certification and Agreement, the undersigned verifies its compliance with the "Mississippi Employment Protection Act," Section 71-11-1 et seq. Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm or corporation which is contracting with MTC has registered with and is participating in a Federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L. 99-603,100, Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any sub-consultant(s) and/or subcontractor(s) in connection with the performance of this GRANT, the undersigned will secure from such sub-consultant(s) and/or sub-contractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this GRANT.

134257
EV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the GRANT, ineligibility for any State or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the GRANT cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: Sharon Waits , Authorized Officer or Agent — 10/15/2018 Date

Sharon Waits
Printed Name of Authorized Officer or Agent of the RECIPIENT

Accountant
Title of Authorized Officer or Agent of the RECIPIENT

SWORN TO AND SUBSCRIBED before me on this the 15th day of October, 2018.

Kathleen M. Hartfield
NOTARY PUBLIC
My Commission Expires: 6/18/19

STATE OF MISSISSIPPI
KATHLEEN M. HARTFIELD
ID No 65173
NOTARY PUBLIC
Comm Expires
FORREST COUNTY

* As of the effective date of the Mississippi Employment Protection Act, the applicable Federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

City of Hattiesburg, MS

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

Master

File Number: 2018-933

File ID: 2018-933 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

Requester: Ann Jones **File Created:** 11/06/2018

Brief Title: Approve the creation of a tuition assistance program at Pearl River Community College through SMPDD **Final Action:**

Minute Book Number:

Title:

Approve the creation of a City Tuition Assistance Program at Pearl River Community College with the City of allocate not to exceed $20,000.00 for City of Hattiesburg residents through the South Mississippi Planning and Development District in accordance with authorizing statutes, including but not limited, to Mississippi Code 17-19-1.

Notes:

Agenda Date: 11/06/2018

Indexes: **Agenda Number:** V.-27

Sponsors: **Enactment Date:**

Attachments: **Enactment Number:**

Contact: **Meeting Date:** 11/06/2018

Drafter: Ann Jones **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/06/2018					
	Action Text:	There being no discussion, the Motion received the affirmative vote of the Council as follows:					
		Yeas: 5 - George, Delgado, Carroll, Dryden and Brown					
		Nays: 0					
1	City Council	11/06/2018					
1	City Council	11/06/2018	Approve				Pass

Action Text: A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve the creation of a City Tuition Assistance Program at Pearl River Community College with the City of allocate not to exceed $20,000.00 for City of Hattiesburg residents through the South Mississippi Planning and Development District in accordance with authorizing statutes, including but not limited, to Mississippi Code 17-19-1.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2018-933

Title

Approve the creation of a City Tuition Assistance Program at Pearl River Community College with the City of allocate not to exceed $20,000.00 for City of Hattiesburg residents through the South Mississippi Planning and Development District in accordance with authorizing statutes, including but not limited, to Mississippi Code 17-19-1.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

City of Hattiesburg, MS

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

Master

File Number: 2018-885

File ID:	2018-885	**Type:**	Regular Agenda Item	**Status:**	Routine Agenda
Version:	1	**Reference:**		**In Control:**	City Council
Requester:				**File Created:**	10/16/2018
Brief Title:	Acknowledging Solid Waste Revenues and Expenditures			**Final Action:**	
				Minute Book Number:	MB 2018-277-278

Title:

Acknowledge Solid Waste Revenues and Expenditures for the fiscal year ending September 30, 2018 and authorize publication of same.

Notes:			
		Agenda Date:	11/06/2018
Indexes:		**Agenda Number:**	VI.-1
Sponsors:		**Enactment Date:**	
Attachments:	FY 18 Solid Waste Report	**Enactment Number:**	
Contact:		**Meeting Date:**	11/06/2018
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/06/2018					

Text of Legislative File 2018-885

Title

Acknowledge Solid Waste Revenues and Expenditures for the fiscal year ending September 30, 2018 and authorize publication of same.

Summary

Acknowledging Solid Waste Revenues and Expenditures.

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, 2018
(Pursuant to Ms. Code Section 17-17-348)

Revenues:		
Solid Waste Collection and Disposal User Charges Collected		$2,180,845
Solid Waste Franchise revenues		151,927
FEMA reimbursement - tornado debris removal		1,838,872
Millage Supplement		0
Total Revenues		**$4,171,644**
Expenditures:		
Personnel:		
Wages	837,581	
State Retirement	131,919	
FICA Taxes	63,459	
Hospital Insurance	217,650	
Workers Comp/Unemployment Taxes	85,651	
Total Personnel		**1,336,260**
Supplies:		
Fuel & Lubricants	144,815	
Motor Vehicle Repair Parts	97,260	
Chemicals	2,107	
Hand Tools	467	
Other Operating Supplies	69,609	
Total Supplies		**314,258**
Other Services & Charges:		
Tipping Fees	777,108	
Recycling Fees	101,303	
Motor Vehicle Repairs (Outside Labor)	102,179	
Uniform Rent	12,050	
Tow-In Charges	2,880	
Tornado clean-up Assistance	0	
Other Services & Charges	24,129	
Total Other Services & Charges		**1,019,649**
Debt service on trucks		**455,142**
Capital Outlays		**19,972**
Total Expenditures		**$3,145,281**

The City has contracted with the following companies/governmental entities for garbage disposal and recycling services for the Fiscal Year ended September 30, 2018:

Pinebelt Regional Solid Waste Authority P.O. Box 389 Petal Ms. 39465-0389	$409,038
Waste Management of South Mississippi 133 Gravel Pit Road Hattiesburg, Ms. 39402	$55,935
98 Waste LLC 406 Hemphill St Hattiesburg, MS 39401	$312,556
Complete Environmental & Remediation 37 David Swan Lane Purvis, MS 39475	$ 90,915
FV Recycling 1386 Hwy 42 Sumrall, MS 39482	11,994

City of Hattiesburg, MS

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

Master

File Number: 2018-892

File ID:	2018-892	**Type:**	Regular Agenda Item	**Status:**	Routine Agenda
Version:	1	**Reference:**		**In Control:**	City Council
Requester:				**File Created:**	10/18/2018
Brief Title:	FY 2017-2018 Hattiesburg Arts Council Municipal Programs Expenditure Report.			**Final Action:**	
				Minute Book Number:	MB 2018-278

Title:

Acknowledge receipt of FY 2017-2018 Expenditure Report from Hattiesburg Arts Council Municipal Programs.

Notes:

		Agenda Date:	11/06/2018
Indexes:		**Agenda Number:**	VI.-2
Sponsors:		**Enactment Date:**	
Attachments:	Hattiesburg Arts Council-FY 2017-2018	**Enactment Number:**	
Contact:		**Meeting Date:**	11/06/2018
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/06/2018					

Text of Legislative File 2018-892

Title

Acknowledge receipt of FY 2017-2018 Expenditure Report from Hattiesburg Arts Council Municipal Programs.

Summary

FY 2017-2018 Hattiesburg Arts Council Municipal Programs Expenditure Report.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Hattiesburg Arts Council Municipal Programs Expense Report for FY2018

Item 1: HAC smART Space after school & outreach programs	
Teacher Expense	$ 12,645.00
Art Supplies	$ 704.58
Item 2: City Summer Camp, June 2018	
Teacher Expense	$ 3,800.00
Art Supplies	$ 700.00
Item 3: HAC outdoor festivals smART space activities	
(Live @ 5, Summer Tunes, Mobile Renaissance Festival Art Walks, Piney Woods Festival, Farmers Market, Levitt AMP)	
Teacher expense	$ 2,110.00
Item 4: Hattiesburg Concert Band	
Printed programs (4x)	$ 214.00
Item 5: Professional Development for teachers	
Artist instructor fees	$ 500.00
smART Space instructors professional development	$ 200.00
Item 6: Annual Photo Competition for Adults and Children	
Photography judges	$ 75.00
Competition Prizes	$ 100.00
Item 7: General Administrative Costs	
Director's compensation (1 mo. Plus payroll tax)	$ 3,589.00
Promotional Materials printing for smART Space	$ 200.41
Misc. Supplies	$ 50.00
Telephone Expense (1 mo. Average)	$ 90.23
Total Expenses for HAC fiscal year 2018	**$ 24,978.22**
Total funds received from Hattiesburg Parks & Recreation	**$ 20,760.00**
HAC Out of pocket	**$ 4,218.22**

City of Hattiesburg, MS

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

Master

File Number: 2018-891

File ID:	2018-891	**Type:**	Regular Agenda Item	**Status:**	Routine Agenda
Version:	1	**Reference:**		**In Control:**	City Council
Requester:				**File Created:**	10/18/2018
Brief Title:	FY 2017-2018 Expenditure Report for Hattiesburg Youth Soccer Association.			**Final Action:**	
				Minute Book Number:	MB 2018-278

Title:

Acknowledge receipt of the FY 2017-2018 Expenditure Report from Hattiesburg Youth Soccer Association.

Notes:			
		Agenda Date:	11/06/2018
Indexes:		**Agenda Number:**	VI.-3
Sponsors:		**Enactment Date:**	
Attachments:	h'burg Youth Soccer Assc FY2017-2018	**Enactment Number:**	
Contact:		**Meeting Date:**	11/06/2018
Drafter:		**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/06/2018					

Text of Legislative File 2018-891

Title

Acknowledge receipt of the FY 2017-2018 Expenditure Report from Hattiesburg Youth Soccer Association.

Summary

FY 2017-2018 Expenditure Report for Hattiesburg Youth Soccer Association.

Budget Information

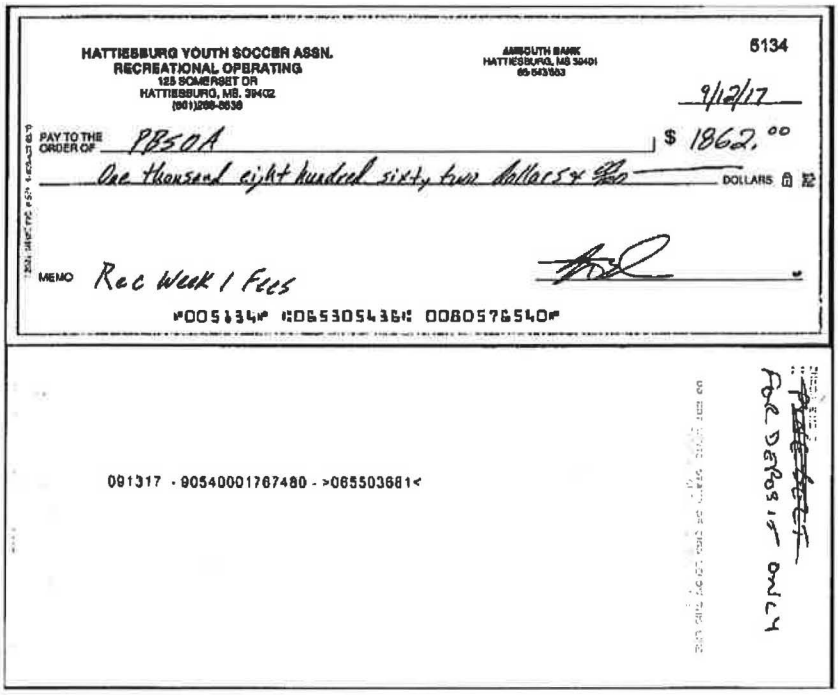
Expenditure Type

Purchasing Item

Publication Information

City of Hattiesburg, MS
Expenditure Worksheet for Hattiesburg Youth Soccer Association
Equipment Purchases and Related Expenses to Run Program
September 1, 2017 through August 31, 2018

Vendor	Amount	Description
Pine Belt Soccer Referee Association	18,062.00	Referee Fees
Open Yards.com	6,799.96	Goals/Nets
	24,861.96	



HATTIESBURG YOUTH SOCCER ASSN.
RECREATIONAL OPERATING
125 SOMERSET DR
HATTIESBURG, MS. 39402
(601)268-8638

AMSOUTH BANK
HATTIESBURG, MS 39401
65-543/653

5134

9/12/17

PAY TO THE ORDER OF PBSOA $ 1862.00

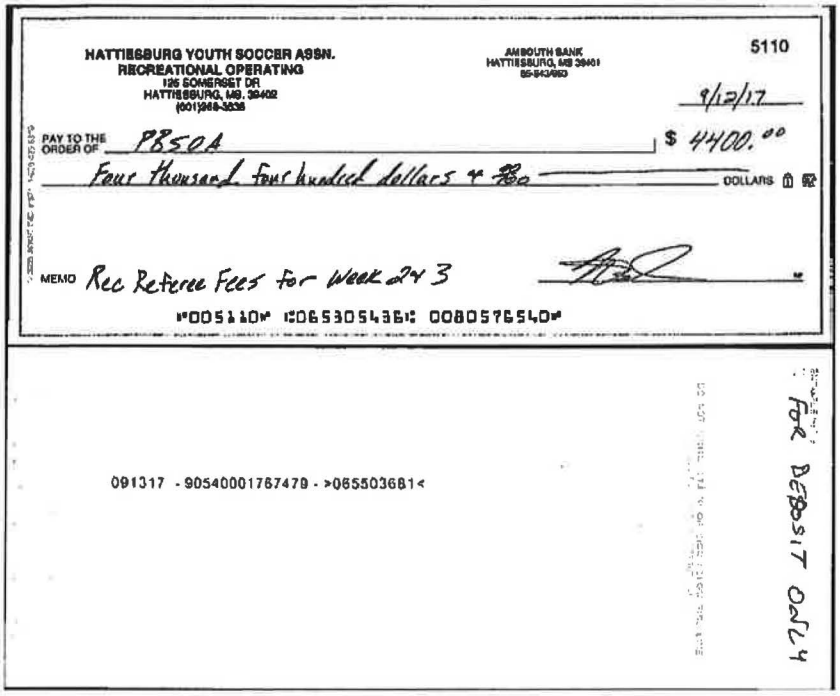
One thousand eight hundred sixty two dollars & 00/100 DOLLARS

MEMO Rec Week 1 Fees

⑈005134⑈ ⑆065305436⑆ 0080576540⑈

091317 - 90540001767480 - >065503681<

~~PLEASE SET~~
FOR DEPOSIT ONLY



HATTIESBURG YOUTH SOCCER ASSN.
RECREATIONAL OPERATING
126 SOMERSET DR
HATTIESBURG, MS. 39402
(601)268-3538

AMSOUTH BANK
HATTIESBURG, MS 39401
65-543/653

5110

9/12/17

PAY TO THE ORDER OF PBSOA $ 4400.00

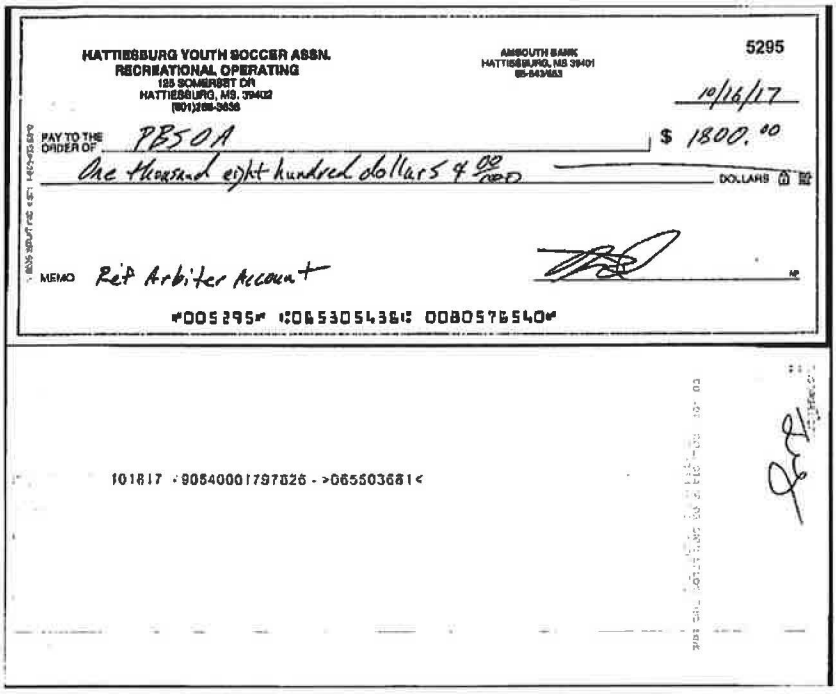
Four Thousand four hundred dollars & 00 DOLLARS

MEMO Rec Referee Fees for Week 2+3

⑈005110⑈ ⑆065305436⑆ 008057654⑆

091317 - 90540001767479 - >0655036814

For Deposit Only



HATTIESBURG YOUTH SOCCER ASSN.
RECREATIONAL OPERATING
125 SOMERSET DR
HATTIESBURG, MS. 39402
(601)268-3636

AMSOUTH BANK
HATTIESBURG, MS 39401
65-643/653

5295

10/16/17

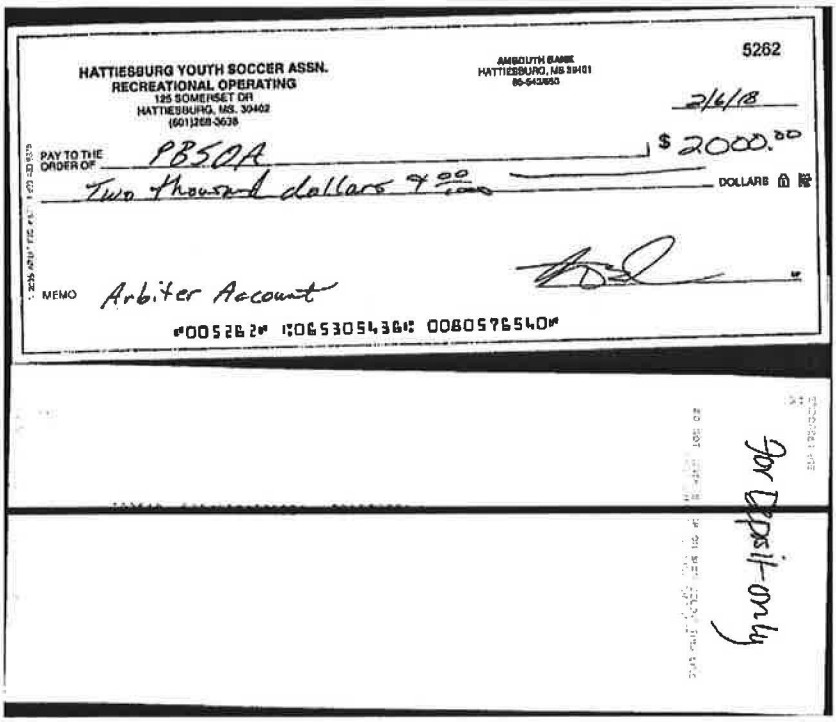
PAY TO THE ORDER OF PBSOA $ 1800.00

One thousand eight hundred dollars & 00/100 DOLLARS

MEMO Ref Arbiter Account

⑈005295⑈ ⑆065305436⑆ 0080576540⑈

101817 ·90540001797826 - >065503681<



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RECREATIONAL OPERATING
125 SOMERSET DR
HATTIESBURG, MS. 39402
(601)268-3638

AMSOUTH BANK
HATTIESBURG, MS 39401
65-543/653

5262

2/6/18

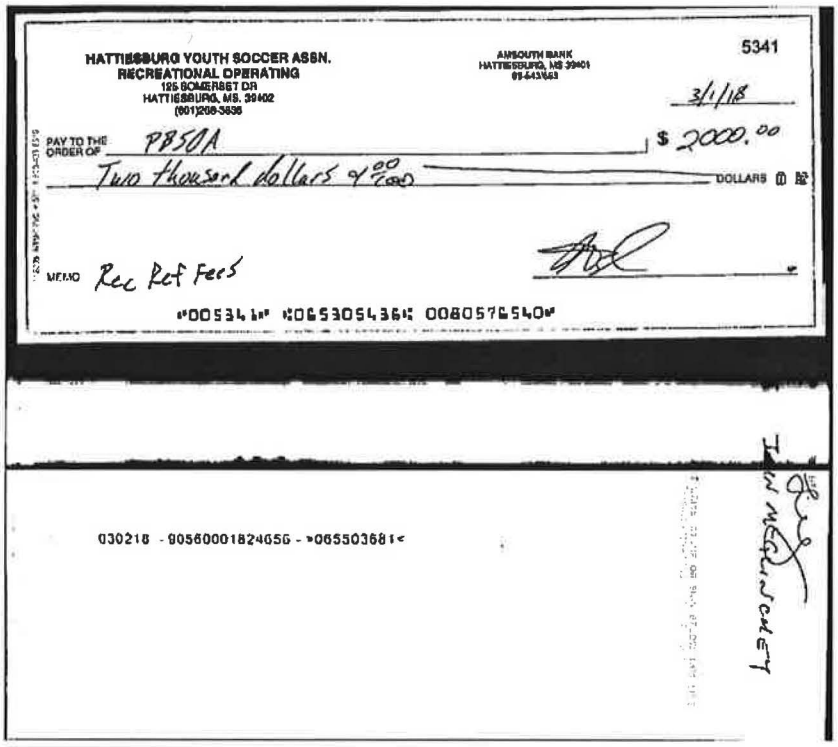
PAY TO THE ORDER OF PBSOA $ 2000.00

Two thousand dollars 00/100 DOLLARS

MEMO Arbiter Account

⑈005262⑈ ⑆065305436⑆ 00805765400⑈

For Deposit only



HATTIESBURG YOUTH SOCCER ASSN.
RECREATIONAL OPERATING
125 SOMERSET DR
HATTIESBURG, MS. 39402
(601)268-3636

AMSOUTH BANK
HATTIESBURG, MS 39401
69-543/653

5341

3/1/18

PAY TO THE ORDER OF PBSOA $ 2000.00

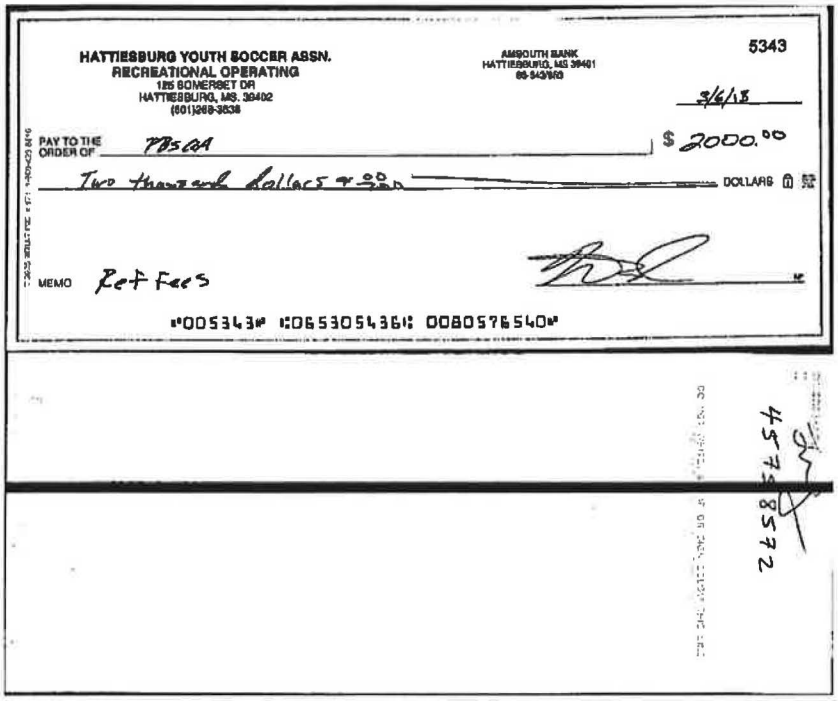
Two thousand dollars & 00/100 DOLLARS

MEMO Rec Ref Fees

⑈005341⑈ ⑆065305436⑆ 0080576540⑈

030218 - 90560001824656 - >065503681<

Ian McGinchey



HATTIESBURG YOUTH SOCCER ASSN.
RECREATIONAL OPERATING
125 SOMERSET DR
HATTIESBURG, MS. 39402
(601)268-3638

AMSOUTH BANK
HATTIESBURG, MS 39401
65-543/653

5343

3/6/18

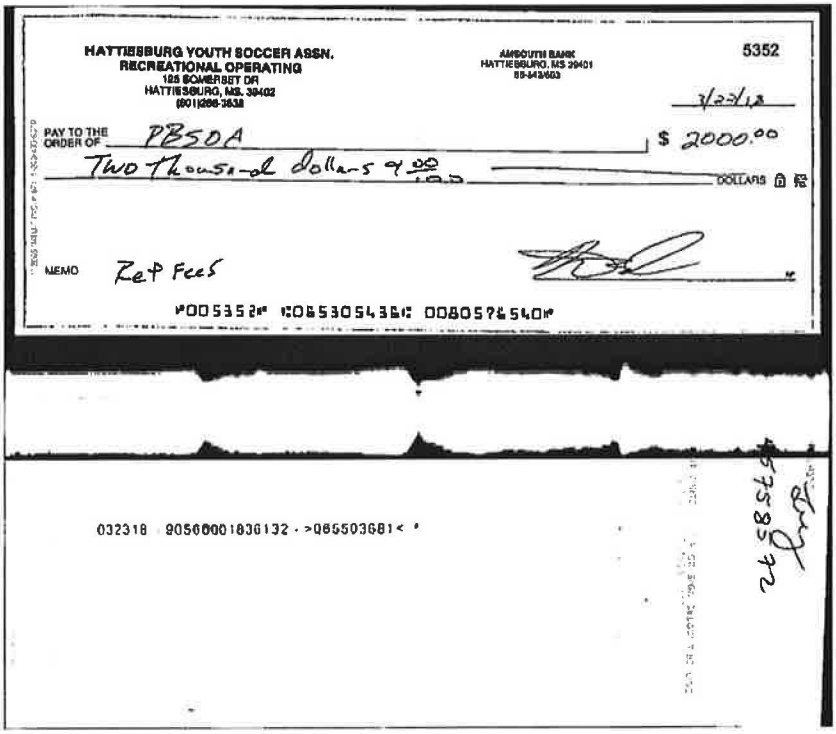
PAY TO THE ORDER OF PBSCA $ 2000.00

Two thousand dollars & 00/100 DOLLARS

MEMO Ref Fees

⑈005343⑈ ⑆065305436⑆ 0080576540⑈

4575 8572



HATTIESBURG YOUTH SOCCER ASSN.
RECREATIONAL OPERATING
125 SOMERSET DR
HATTIESBURG, MS. 39402
(601)268-3538

AMSOUTH BANK
HATTIESBURG, MS 39401
55-543/603

5352

3/22/18

PAY TO THE ORDER OF PBSOA $ 2000.00

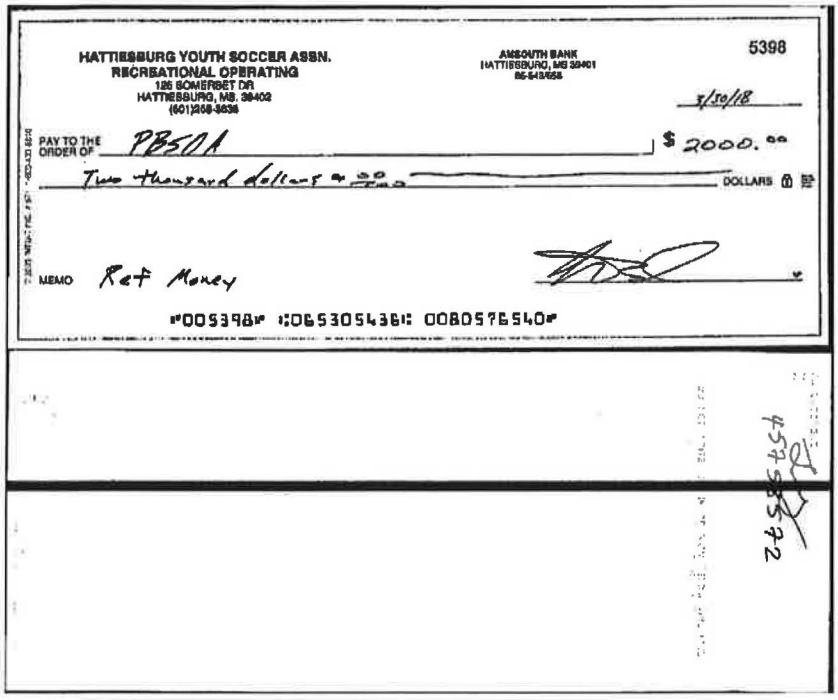
Two Thousand dollars 00/100 DOLLARS

MEMO Ref Fees

⑈005352⑈ ⑆065305436⑆ 0080576540⑈

032318 90560001836132 · >065503681< ·

4575857 2



HATTIESBURG YOUTH SOCCER ASSN.
RECREATIONAL OPERATING
125 SOMERSET DR
HATTIESBURG, MS. 39402
(601)268-3636

AMSOUTH BANK
HATTIESBURG, MS 39401
85-543/658

5398

3/30/18

PAY TO THE ORDER OF PBSOA $ 2000.00

Two thousand dollars & 00/100 DOLLARS

MEMO Ref Money

⑈005398⑈ ⑆065305436⑆ 0080576540⑈

457585572

Laura Blackwell

From: Catie Lyles <executiveassistant@hysams.org>
Sent: Thursday, October 04, 2018 5:15 PM
To: Matthew Boyd; Laura Blackwell
Subject: Fwd: Openyard: New Order # 100008841

---------- Forwarded message ---------
From: **Sales - OpenYard.com** <orders@openyard.com>
Date: Fri, Feb 9, 2018 at 6:23 PM
Subject: Openyard: New Order # 100008841
To: Matthew Boyd <executiveassistant@hysams.org>

THANK YOU FOR YOUR ORDER FROM OPENYARD.

Once your package ships we will send an email with a link to track your order. Your order summary is below. Thank you again for your business.

Order Questions?

Call Us: 800-605-8944
Email: support@openyard.com

Your order #100008841

Placed on February 9, 2018 7:23:42 PM EST

Item	SKU	Qty	Subtotal
Kwik Goal Deluxe European Club Soccer Goal 8' x 24' x 3' x 8 1/2'	2B3006	4	$6,799.96

Subtotal	$6,799.96
Shipping & Handling	$0.00
Grand Total	$6,799.96

BILL TO:
Matthew Boyd
5891 Highway 49, Suite 60, Box 156
Hattiesburg, Mississippi, 39402

SHIP TO:
Matthew Boyd
5891 Highway 49, Suite 60, Box 156
Hattiesburg, Mississippi, 39402

United States
T: 6013690599

SHIPPING METHOD:
Shipping Options - Standard Shipping (3-5 Days)

United States
T: 6013690599

PAYMENT METHOD:
Check / Money order

Make Check payable to: Openyard

Send Check to:

Openyard Orders
122 Airport Road
Concord, NH 03301

Thank you, Openyard!

--
Catie Lyles
HFC/HYSA Executive Administrator
601-433-9676

City of Hattiesburg, MS

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

Master

File Number: 2018-890

File ID:	2018-890	**Type:**	Regular Agenda Item	**Status:**	Routine Agenda
Version:	1	**Reference:**		**In Control:**	City Council
Requester:				**File Created:**	10/18/2018
Brief Title:	FY 2017-2018 Expenditure Report for South Mississippi Art Association.			**Final Action:**	
				Minute Book Number:	MB 2018-278

Title:

Acknowledge receipt of FY 2017-2018 Expenditure Report from South Mississippi Art Association. (Ceramics and Pottery Program)

Notes:			
		Agenda Date:	11/06/2018
Indexes:		**Agenda Number:**	VI.-4
Sponsors:		**Enactment Date:**	
Attachments:	South MS Art FY 2017-2018	**Enactment Number:**	
Contact:		**Meeting Date:**	11/06/2018
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/06/2018					

Text of Legislative File 2018-890

Title

Acknowledge receipt of FY 2017-2018 Expenditure Report from South Mississippi Art Association. (Ceramics and Pottery Program)

Summary

FY 2017-2018 Expenditure Report for South Mississippi Art Association.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

South Mississippi Art Association
Ceramics and Pottery Program Report
October 1, 2017 through September 30, 2018

				Expenditures	
Transaction Date	Check #	Description		Artist Contract Labor	Equipment Repair & Maintenance
10/12/17	5279	Ben Watts	Contract Labor payment Oct 1 thru Oct 15, 2017	$ 500.00	
10/23/17	5280	BenWatts	Pay for Oct 16, 2017 through Oct 31, 2017	500.00	
11/06/17	5281	Ben Watts	Pay for Nov 1, 2017 through Nov 15, 2017	500.00	
11/21/17	5282	Ben Watts	Pay for Nov 16, 2017 through Nov 30, 2017	500.00	
12/20/17	5294	Ben Watts	Pay for Dec 1, 2017 through Dec 15, 2017	500.00	
01/08/18	5295	Ben Watts	Pay for Dec 15, 2017 through Dec 31, 2017	500.00	
01/22/18	5296	Ben Watts	Pay for Jan 1, 2018 through Jan 15, 2018	500.00	
02/05/18	5297	Ben Watts	Pay for Jan 16, 2018 through Jan 31, 2018	500.00	
02/03/18	5298	Ben Watts	Reimbursement for parts to repair kiln		309.09
02/26/18	5300	Ben Watts	Pay for Feb 1, 2018 through Feb 15, 2018	500.00	
03/12/18	5301	BenWatts	Pay for Feb 16, 2018 through Feb 28, 2018	500.00	
03/19/18	5302	Ben Watts	Pay for Mar 1, 2018 through Mar 15, 2018	500.00	
04/02/18	5305	Ben Watts	Pay for Mar 16, 2018 through Mar 31, 2018	500.00	
04/15/18	5306	Ben Watts	Pay for Apr 1, 2018 through Apr 15, 2018	500.00	
04/30/18	5307	Ben Watts	Reimbursement for parts to repair kiln		44.00
05/01/18	5308	Ben Watts	Pay for Apr 16 thru Apr 30, 2018	500.00	
05/15/18	5309	Ben Watts	Pay for May 1, 2018 through May 15, 2018	500.00	
06/04/18	5310	BenWatts	Pay for May 16, 2018 through May 31, 2018	500.00	
06/18/18	5312	Ben Watts	Pay for June 1, 2018 through June 15, 2018	500.00	
7/1/2018	5313	Ben Watts	Pay for June 16, 2018 through June 30, 2018	500.00	
7/16/2018	5316	Ben Watts	Pay for July 1, 2018 through July 15, 2018	500.00	
08/01/18	5319	Ben Watts	Pay for July 16,2018 through July 31, 2018	500.00	
08/15/18	5321	Ben Watts	Pay for Aug 1, 2018 through Aug 15, 2018	500.00	
08/15/18	5323	Lori Watts	Reimbursement for replacement of kiln shelves		520.02
08/30/18	5327	Ben Watts	Pay for Aug 16, 2018 through Aug 31, 2018	500.00	
09/15/18	5331	Ben Watts	Pay for Sept 1 thru Sept 15, 2018	500.00	
09/30/18	5333	Ben Watts	Pay for Sept 16 thru Sept 30, 2018	500.00	
Totals Expended to Date				**$ 12,000.00**	**$ 873.11**
Available to Spend for remainder of budget period				**$ -**	**$ 126.89**

South Mississippi Art Association
Ceramics and Pottery Program Report
October 1, 2017 through September 30, 2018

				Expenditures	
Transaction Date	Check #	Description		Artist Contract Labor	Equipment Repair & Maintenance
10/12/17	5279	Ben Watts	Contract Labor payment Oct 1 thru Oct 15, 2017	$ 500.00	
10/23/17	5280	BenWatts	Pay for Oct 16, 2017 through Oct 31, 2017	500.00	
11/06/17	5281	Ben Watts	Pay for Nov 1, 2017 through Nov 15, 2017	500.00	
11/21/17	5282	Ben Watts	Pay for Nov 16, 2017 through Nov 30, 2017	500.00	
12/20/17	5294	Ben Watts	Pay for Dec 1, 2017 through Dec 15, 2017	500.00	
01/08/18	5295	Ben Watts	Pay for Dec 15, 2017 through Dec 31, 2017	500.00	
01/22/18	5296	Ben Watts	Pay for Jan 1, 2018 through Jan 15, 2018	500.00	
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02/03/18	5298	Ben Watts	Reimbursement for parts to repair kiln		309.09
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03/12/18	5301	BenWatts	Pay for Feb 16, 2018 through Feb 28, 2018	500.00	
03/19/18	5302	Ben Watts	Pay for Mar 1, 2018 through Mar 15, 2018	500.00	
04/02/18	5305	Ben Watts	Pay for Mar 16, 2018 through Mar 31, 2018	500.00	
04/15/18	5306	Ben Watts	Pay for Apr 1, 2018 through Apr 15, 2018	500.00	
04/30/18	5307	Ben Watts	Reimbursement for parts to repair kiln		44.00
05/01/18	5308	Ben Watts	Pay for Apr 16 thru Apr 30, 2018	500.00	
05/15/18	5309	Ben Watts	Pay for May 1, 2018 through May 15, 2018	500.00	
06/04/18	5310	BenWatts	Pay for May 16, 2018 through May 31, 2018	500.00	
06/18/18	5312	Ben Watts	Pay for June 1, 2018 through June 15, 2018	500.00	
7/1/2018	5313	Ben Watts	Pay for June 16, 2018 through June 30, 2018	500.00	
7/16/2018	5316	Ben Watts	Pay for July 1, 2018 through July 15, 2018	500.00	
08/01/18	5319	Ben Watts	Pay for July 16,2018 through July 31, 2018	500.00	
08/15/18	5321	Ben Watts	Pay for Aug 1, 2018 through Aug 15, 2018	500.00	
08/15/18	5323	Lori Watts	Reimbursement for replacement of kiln shelves		520.02
08/30/18	5327	Ben Watts	Pay for Aug 16, 2018 through Aug 31, 2018	500.00	
09/15/18	5331	Ben Watts	Pay for Sept 1 thru Sept 15, 2018	500.00	
09/30/18	5333	Ben Watts	Pay for Sept 16 thru Sept 30, 2018	500.00	
Totals Expended to Date				**$ 12,000.00**	**$ 873.11**
Available to Spend for remainder of budget period				**$ -**	**$ 126.89**

City of Hattiesburg, MS

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

Master

File Number: 2018-922

File ID:	2018-922	**Type:**	Regular Agenda Item	**Status:**	Routine Agenda
Version:	1	**Reference:**		**In Control:**	City Council
Requester:	Kermas Eaton			**File Created:**	10/29/2018
Brief Title:	Acknowledge receipt of the two quote bid purchase docket report for the period of August 27, 2018, through October 28, 2018			**Final Action:**	
				Minute Book Number:	MB 2018-278

Title:

Acknowledge receipt of the two quote bid purchase docket report for the period of August 27, 2018, through October 28, 2018 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972.

Notes:			
		Agenda Date:	11/06/2018
Indexes:		**Agenda Number:**	VI.-5
Sponsors:		**Enactment Date:**	
Attachments:	Memo for Council, UAB Report, 2706 FINAL, 2710 FINAL, 2713 FINAL, 2717 FINAL, 2719 FINAL, 2720 FINAL, 2721 FINAL, 2722 FINAL, 2723 FINAL, 2724 FINAL, 2725 FINAL, 2727 FINAL, 2729 FINAL, 2733 FINAL, 2735 FINAL, 2736 FINAL, 2738 FINAL, 2740 FINAL	**Enactment Number:**	
Contact:		**Meeting Date:**	11/06/2018
Drafter:	Michael Pope	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/06/2018					

Text of Legislative File 2018-922

Title

Acknowledge receipt of the two quote bid purchase docket report for the period of August 27, 2018, through October 28, 2018 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972.

Summary

Acknowledge receipt of the two quote bid purchase docket report for the period of August 27, 2018, through October 28, 2018

MEMORANDUM

TO: Mayor and Council

FROM: Michael Pope

DATE: October 29, 2018

SUBJECT: Unadvertised Bid Docket Acknowledgement

Attached is the unadvertised bid docket for the period of August 27, 2018 through October 28, 2018 covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review, approval, and acknowledgement on the minutes of the City Council. Should there be any questions, please feel free to contact my office.

MAP

SUCCESSFUL BID/ OTHER BID	BID RECEIVED	BID AWARDED	BID AMOUNT	PURCHASE ORDER	ITEM DESCRIPTION
SIMMONS FURNITURE CO	08/22/18	08/29/18	5,990.00	182512	CITY HALL 3RD FLOOR FOYER FURNITURE
ANDERSON RETAIL INC	08/21/18	08/29/18	5,995.00		
SCOGGINS PUMP REPAIR	08/21/18	08/30/18	31,150.00	182558	6" SELF PRIMING TRASH PUMP
WRIGHT, J H & ASSOCIATES INC	08/30/18	08/30/18	41,300.00		
INDUSTRIAL CHEMICALS INC	08/29/18	09/04/18	8,750.00	182612	HYDRATED LIME
IDEAL CHEMICAL & SUPPLY COMPANY	08/31/18	09/04/18	9,200.00		
PLUM CREEK ENVIRONMENTAL	08/22/18	09/05/18	28,048.50	182634	GREEN AND BROWN GARBAGE CAN
OTTO ENVIRONMENTAL SYS NA(CONTAINER)	08/23/18	09/05/18	28,125.00		
STANDARD OFFICE SUPPLY CO	09/05/18	09/05/18	9,030.00	182664	CITY HALL 3RD FLOOR CONFERENCE- CHAIRS
COMMERCIAL BUSINESS INTERIORS INC	09/05/18	09/05/18	9,108.00		
CONSOLIDATED PIPE & SPLY CO INC	09/06/18	09/10/18	7,975.26	182757	DRILLING MACHINES AND POWER OPERATOR
USA BLUEBOOK	09/07/18	09/10/18	10,681.93		
LUMAR DEVELOPMENT, LLC	09/06/18	09/10/18	16,250.00	182801	DISASSEMBLE POLICE FLEET MAINTENANCE BUILDI
CENLA STEEL ERECTORS INC	09/07/18	09/10/18	29,394.00		
HOMESTEAD DIRT WORKS & MULCHING LLC	09/11/18	09/12/18	1,800.00	182897	DEMO/DEBRIS CLEAN UP - 315 MILLER ST. - COD
COOLHART PROPERTIES, LLC	09/11/18	09/12/18	1,800.00		
LUMAR DEVELOPMENT, LLC	09/10/18	09/12/18	17,000.00		
HOMESTEAD DIRT WORKS & MULCHING LLC	09/11/18	09/12/18	1,800.00	182898	DEMO/DEBRIS CLEAN UP - 202 S, 14TH AVE - CO
COOLHART PROPERTIES, LLC	09/09/18	09/12/18	1,900.00		
LUMAR DEVELOPMENT, LLC	09/10/18	09/12/18	17,000.00		
EDKO LLC	09/18/18	09/19/18	16,556.00	183063	CITY WIDE DRAINAGE DITCHES-CHEMICAL MAINTEN
CHEMPRO SERVICES	09/17/18	09/19/18	18,750.00		
1st N 10 LAWN CARE SERVICES	09/17/18	09/19/18	785.00	183092	LOT CLEARING/LAWN MAINTENANCE-EXPEDITED PRO
HAMILTON TURNER SERVICES	09/13/18	09/19/18	1,800.00		
DCD CONSTRUCTION, INC	10/02/18	10/05/18	35,875.00	183271	CROSS WALKS AT N.31ST & HARDY STREET
RJM MCQUEEN CONTRACTING INC	10/03/18	10/05/18	46,345.00		
SOUTHWEST DESIGN & LANDSCAPE	10/04/18	10/05/18	52,983.00		
HOLLIMON CONSTRUCTION	09/27/18	10/05/18	17,350.00	183280	FAIR HOUSING PROJECT REPAIRS COM DEVELOPMEN
BRADLEY HOME IMPROVEMENT	09/25/18	10/05/18	19,195.00		
NORRIS CONSTRUCTION	09/28/18	10/05/18	31,905.00		
PINE BELT CDJR, INC (MCMULLAN EQUIPMENT)	10/09/18	10/15/18	6,080.37	183627	TRUCK UNIT 18559-MOTOR REPLACEMENT WITH REP
JERRY'S AUTOMOTIVE REPAIR INC	10/08/18	10/15/18	6,465.00		
AAMCO TRANS/AUTOMOTIVE SERVICES INC	10/10/18	10/15/18	8,014.56		
FLEET SAFETY EQUIPMENT INC	10/19/18	10/23/18	6,900.00	183890	K9 KENNELS FOR 2008-2009 TAHOE
ROPER SUPPLY CO LLC	10/18/18	10/23/18	8,048.90		
AFFORDABLE EMERGENCY LIGHTS SERVICE	10/18/18	10/23/18	11,149.20		
A & R FARM AND GARDEN	10/19/18	10/24/18	16,732.50	183914	RYE GRASS SEED FOR ALL BALLFIELDS/ENHANCEME

55110 CITY OF HATTIESBURG UNADVERTISED BID PURCHASES Page - 1
Date - 10/29/18

SUCCESSFUL BID/	BID	BID	BID	PURCHASE	ITEM

OTHER BID	RECEIVED	AWARDED	AMOUNT	ORDER	DESCRIPTION
AGRI-AFC LLC	10/22/18	10/24/18	18,273.00		
B & B TRANSPORTATION, LLC	10/24/18	10/25/18	19,750.00	183947	BLOCKING, LEVELING,ANCHOR & TRIMMING OF EXT
GMH SERVICES, LLC	10/22/18	10/25/18	23,000.00		
SACKS OUTDOOR SUPPLY	10/25/18	10/26/18	9,670.80	184031	FIRE DEPARTMENT JACKETS
MS EMBROIDERY COMPANY	10/26/18	10/26/18	10,030.80		

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
P U R C H A S E O R D E R

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 08/29/18
PO No. - 182512
Req No. - 2706

VENDOR MAILING:
SIMMONS FURNITURE CO
1601 HARDY ST
HATTIESBURG MS 39401-4908

JONES, ANN (601) 5454661
MINUTE BOOK # PENDING
VENDOR # 00081395

SHIP TO :
CITY OF HATTIESBURG
CITY HALL-MAYOR'S OFFICE
200 FORREST STREET - 3RD FLOOR
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: CITY HALL 3RD FLOOR FOYER FURNITURE

SEND METHOD 1 ( )

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001092.7320	QUEEN ARMCHAIR Queen Armchair by Benetti's Italia SKU#BENN1585 Dimensions 38"H x 29"w x 34D x weight 72lbs. exact fabric to be coordinated with City Hall	4.00	EA	550.0000	2,200.00
001092.7320	BENSON BENCH Benson Bench by Fairfield SKU#1611-10 Dimensions W53.5 x D18.5 x H26.5 Exact fabric to be coordinated with City Hall	3.00	EA	630.0000	1,890.00
001092.7320	MAYA WINGBACK CHAIR Maya Wing Wingback Chair by Hooker Furniture SKU#CC513-083 selected upholstery: Dark Brown Leather Dimensions 42"H x 30"W x 36.5"D seat 18"H	2.00	EA	950.0000	1,900.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 5,990.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 8/16/18
Order Number . . 2706 OQ

SIMMONS FURNITURE CO
1601 HARDY ST
HATTIESBURG MS 39401-4908

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME JACK SIMMONS

Phone Number . . 601 5454512

SIGNATURE [signature] DATE 8-22-18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CITY HALL 3RD FLOOR FOYER FURNITURE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
QUEEN ARMCHAIR BEST CHAIR CO. Queen Armchair by ~~Benetti's Italia SKU#BENN1685~~ Dimensions 38"H x 29"w x 34D x weight 72lbs. exact fabric to be coordinated with City Hall	08/15/18	4.00	EA	550.00	2200.00	ABOUT	30 DAYS
BENSON BENCH Benson Bench by Fairfield SKU#1611-10 Dimensions W53.5 x D18.5 x H26.5 Exact fabric to be coordinated with City Hall	08/15/18	3.00	EA	630.00	1890.00	4 TO 6 WEEKS	
MAYA WINGBACK CHAIR Maya Wing Wingback Chair by Hooker Furniture SKU#CC513-083 selected upholstery: Dark Brown Leather Dimensions 42"H x 30"W x 36.5"D seat 18"H	08/15/18	2.00	EA	950.00	1900.00	ABOUT 2-WEEKS	
ALL FURNITURE SHALL BE DELIVERED FULLY ASSEMBLED	08/15/18	1.00	EA	0	0		

RECEIVED
AUG 29 2018
AWARDED

TOTAL BID PRICE 5990.00

THE LEATHER CHAIRS ARE IN STOCK AT FACTORY. THE ARM CHAIRS WOULD BE COVERED IN YOUR FABRIC CHOSE AND ABOUT 30 DAYS FOR DELIVERY. THE BENCH WOULD BE IN YOUR FABIC CHOSE AND DELIVERY TIME COULD BE 30 TO 60 DAYS.

[signature]

August 29, 2018

43580

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 8/16/18
Order Number 2706 OQ

ANDERSON RETAIL INC
PO BOX 16055
HATTIESBURG MS 39404-6055

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Mallory Donald

Phone Number . . 601 5454512

SIGNATURE Mallory Donald DATE 8/21/18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CITY HALL 3RD FLOOR FOYER FURNITURE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
QUEEN ARMCHAIR Queen Armchair by Benetti's Italia SKU#BENN1585 Dimensions 38"H x 29"w x 340 x weight 72lbs. exact fabric to be coordinated with City Hall	08/15/18	1.00	EA	$559.00	$2,236.00	TBD	12/31/18
BENSON BENCH Benson Bench by Fairfield SKU#1611-10 Dimensions W53.5 x D18.5 x H26.5 Exact fabric to be coordinated with City Hall	08/15/18	3.00	EA	$579.00	$1,737.00	TBD	12/31/18
MAYA WINGBACK CHAIR Maya Wing Wingback Chair by Hooker Furniture SKU#CC513-083 selected upholstery: Dark Brown Leather Dimensions 42"H x 30"W x 36.5"D seat 18"H	08/15/18	2.00	EA	$939.00	$1878.00	TBD	12/31/18
ALL FURNITURE SHALL BE DELIVERED FULLY ASSEMBLED	08/15/18	1.00	EA	$144.00	$144.00	TBD	12/31/18

TOTAL BID PRICE $5,995.00

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
P U R C H A S E O R D E R

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 09/05/18

PO No. - 182634

Req No. - 2710

VENDOR MAILING:
PLUM CREEK ENVIRONMENTAL
1302 EAST INDUSTRIAL ACCESS ROAD
WEST POINT MS 39773

ROBERTS, REGINA (601) 5454648
MINUTE BOOK # PENDING
VENDOR # 00109291

SHIP TO :
CITY OF HATTIESBURG
MERCHANDISE ORDERED WILL BE PICKED UP

PROCESSING CODE:

PROJECT LINE: GREEN AND BROWN GARBAGE CAN

SEND METHOD 1 (866)6909393

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001220.5460	95GAL MIL GREEN CAN PART#9755656F-IM10-RFID-B29B WITH CITY LOGO 10 DIAMETER INJECTTION MOLDED WHEELS,SOLID STEEL AXLE,AND METAL FRONT BAR-INCLUDES CUSTOM LOGO HOT STAMPON EACH SIDE OF CART BODY-INCLUDES SEQUENTIAL SERIAL NUMBER HOT STAMP ON EACH CONTAINER-INCLUDES 10 YEAR NON-PRORATED WARRANTY ON ANY MANUFACTURER DEFECTS.	150.00	EA	62.3300	9,349.50
001220.5460	95GAL MIL BROWN CAN PART#9755656F-IM10-RFID-B29B WITH CITY LOGO 10 DIAMETER INJECTION MOLDED WHEELS. SOLID STEEL AXLE,AND METAL FRONT BA-INCLUDES CUSTOM LOGO HOT STAMP ON EACH SIDE OF CART BODY-INCLUDES SEQUENTIAL SERIAL NUMBER HOT STAMP ON EACH CONTAINER-INCLUDES 10 YEAR NON-PRORATED WARRANTY ON ANY MANUFACTURE DEFECTS.	150.00	EA	62.3300	9,349.50
001220.5460	95GAL MIL RECYCLING PART# 9755656F-IM10-B29B WITH CITY LOGO 10 DIAMETER INJECTION MOLDED WHEELS. SOLID STEEL AXLE, AND METAL FRONT BAR-INCLUDES CUSTOM LOGO HOT STAMP ON EACH SIDE OF CART BODY-INCLUDES SEQUENTIAL SERIAL NUMBER HOT STAMP ON EACH CONTAINER-INCLUDES 10 YEAR NON-PRORATED WARRANTY ON ANY MANUFACTURER DEFECTS.	150.00	EA	62.3300	9,349.50

TOTAL CONTRACT AMOUNT NOT TO EXCEED 28,048.50

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
CITY CLERK

PLUM CREEK ENVIRONMENTAL
1302 EAST INDUSTRIAL ACCE
WEST POINT MS 39773

Date 8/16/18
Order Number . . 2710 OQ

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Andrew Wamble

Phone Number . . 601 5454512

SIGNATURE [signature] DATE 8/22/18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: GREEN AND BROWN GARBAGE CAN

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
95GAL MIL GREEN CAN PART#9755656F-IM10-RFID-B29B WITH CITY LOGO 10 DIAMETER INJECTTION MOLDED WHEELS. SOLID STEEL AXLE. AND METAL FRONT BAR-INCLUDES CUSTOM LOGO HOT STAMPON EACH SIDE OF CART BODY-INCLUDES SEQUENTIAL SERIAL NUMBER HOT STAMP ON EACH CONTAINER-INCLUDES 10 YEAR NON-PRORATED WARRANTY ON ANY MANUFACTURER DEFECTS.	08/16/18	150.00	EA	$62.33	$9,349.50	4 weeks ARO	9/23/18
95GAL MIL BROWN CAN PART#9755656F-IM10-RFID-B29B WITH CITY LOGO 10 DIAMETER INJECTION MOLDED WHEELS. SOLID STEEL AXLE. AND METAL FRONT BA-INCLUDES CUSTOM LOGO HOT STAMP ON EACH SIDE OF CART BODY-INCLUDES SEQUENTIAL SERIAL NUMBER HOT STAMP ON EACH CONTAINER-INCLUDES 10 YEAR NON-PRORATED WARRANTY ON ANY MANUFACTURE DEFECTS.	08/16/18	150.00	EA	$62.33	$9,349.50	4 wks ARO	9/23/18
95GAL MIL RECYCLING PART# 9755656F-IM10-B29B WITH CITY LOGO 10 DIAMETER INJECTION MOLDED WHEELS. SOLID STEEL AXLE. AND METAL FRONT BAR-INCLUDES CUSTOM LOGO HOT STAMP ON EACH SIDE OF CART BODY-INCLUDES SEQUENTIAL SERIAL NUMBER HOT STAMP ON EACH CONTAINER-INCLUDES 10 YEAR NON-PRORATED WARRANTY ON ANY MANUFACTURER DEFECTS.	08/16/18	150.00	EA	$62.33	$9,349.50	4 wks ARO	9/23/18

RECEIVED
SEP 5, 2018
AWARDED

TOTAL BID PRICE $28,048.50

*Note: Price assumes all containers will be ordered and shipped together. Price is subject to change if order is broken up into multiple shipments.

8-24-2018

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 8/16/18
Order Number . . 2710 OQ

OTTO ENVIRONMENTAL SYSTEM
12700 GENERAL DRIVE
CHARLOTTE NC 28273

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Sabrina Bawling

Phone Number . . 601 5454512

SIGNATURE Sabrina Bawling DATE 8/23/18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE GREEN AND BROWN GARBAGE CAN

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
95GAL MIL GREEN CAN PART#9755656F-1M10-RFID-B29B WITH CITY LOGO 10 DIAMETER INJECTION MOLDED WHEELS.SOLID STEEL AXLE AND METAL FRONT BAR-INCLUDES CUSTOM LOGO HOT STAMPON EACH SIDE OF CART BODY-INCLUDES SEQUENTIAL SERIAL NUMBER HOT STAMP ON EACH CONTAINER-INCLUDES 10 YEAR NON-PRORATED WARRANTY ON ANY MANUFACTURER DEFECTS.	08/16/18	150.00	EA	62.50	9,375	30 days	6 mos.
95GAL MIL BROWN CAN PART#9755656F-1M10-RFID-B29B WITH CITY LOGO 10 DIAMETER INJECTION MOLDED WHEELS. SOLID STEEL AXLE AND METAL FRONT BA-INCLUDES CUSTOM LOGO HOT STAMP ON EACH SIDE OF CART BODY-INCLUDES SEQUENTIAL SERIAL NUMBER HOT STAMP ON EACH CONTAINER INCLUDES 10 YEAR NON-PRORATED WARRANTY ON ANY MANUFACTURE DEFECTS.	08/16/18	150.00	EA	62.50	9,375	30days	6mos
95GAL MIL RECYCLING PART# 9755656F-1M10-B29B WITH CITY LOGO 10 DIAMETER INJECTION MOLDED WHEELS. SOLID STEEL AXLE AND METAL FRONT BAR-INCLUDES CUSTOM LOGO HOT STAMP ON EACH SIDE OF CART BODY-INCLUDES SEQUENTIAL SERIAL NUMBER HOT STAMP ON EACH CONTAINER-INCLUDES 10 YEAR NON-PRORATED WARRANTY ON ANY MANUFACTURER DEFECTS.	08/16/18	150.00	EA	62.50	9,375	30days	6mos

TOTAL BID PRICE 28,125.00

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
P U R C H A S E O R D E R

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 08/30/18

PO No. - 182558

Req No. - 2713

VENDOR MAILING:
SCOGGINS PUMP REPAIR
119 MCBRIDE ST
RICHLAND MS 39218-8404

WAGGONER, ROBIN (601) 5454630
MINUTE BOOK # PENDING
VENDOR # 00087749

SHIP TO :
CITY OF HATTIESBURG
WATER PLANT #2
900 JAMES STREET
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: 6" SELF PRIMING TRASH PUMP

SEND METHOD 1 (601)9325918

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
009677.5460	6"SELFPRIMING PUMP 6" SELF PRIMING TRASH PUMP MOUNTED TO AN AIR COOLED ENGINE WITH AN AUTO PANEL, 24 HR. RUN TIME FUEL TANK, LIFTING BALE, BATTERY, QUICK CONNECT FITTINGS, AND A DOT RATED TRAILER. --- WILL ALLOW UP TO FOUR WEEKS DELIVERY TIME ---	1.00	EA	31,150.0000	31,150.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 31,150.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 8/20/18
Order Number . . 2713 QQ

SCOGGINS PUMP REPAIR
119 MCBRIDE ST
RICHLAND MS 39218-8404

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Scoggins Pump Repair

Phone Number . . 601 5454512

SIGNATURE Spencer Scoggins DATE 8-21-18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: 6" SELF PRIMING TRASH PUMP

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
6"SELFPRIMING PUMP 6" SELF PRIMING TRASH PUMP MOUNTED TO AN AIR COOLED ENGINE WITH AN AUTO PANEL, 24 HR. RUN TIME FUEL TANK, LIFTING BALE, BATTERY, QUICK CONNECT FITTINGS, AND A DOT RATED TRAILER. --- WILL ALLOW UP TO FOUR WEEKS DELIVERY TIME ---	08/20/18	1.00	EA	31,150.00	31,150.00	9-14-18	9-20-18

TOTAL BID PRICE 31,150.00

8/30/18

RECEIVED
AUG 30, 2018
AWARDED

Aug 21 18 02:46p Scoggins Pump Repair 601-939-4651 p.1
08/20/2018 MON 16:00 FAX 6015456561 Hattiesburg Purchasing 003/003

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 8/20/18
Order Number . . 2713 OQ

J H WRIGHT & ASSOCIATES I
27395 POLLARD RD
PO BOX 1085
DAPHNE AL 36526-1085

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Paul Coletta

Phone Number . . 601 5454512

SIGNATURE Paul Coletta DATE 8-30-18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: 6" SELF PRIMING TRASH PUMP

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
6"SELFPRIMING PUMP 6" SELF PRIMING TRASH PUMP MOUNTED TO AN AIR COOLED ENGINE WITH AN AUTO PANEL, 24 HR. RUN TIME FUEL TANK, LIFTING BALE, BATTERY, QUICK CONNECT FITTINGS, AND A DOT RATED TRAILER. --- WILL ALLOW UP TO FOUR WEEKS DELIVERY TIME	08/20/18	1.00	EA	$41,300	$41,300	2-WEEKS	9-14-18

TOTAL BID PRICE $41,300

08/20/2018 MON 16:02 FAX 6015456661 Hattiesburg Purchasing 009/003

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
P U R C H A S E O R D E R

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 09/04/18

PO No. - 182612

Req No. - 2717

VENDOR MAILING:
INDUSTRIAL CHEMICALS INC
PO BOX 733305
DALLAS TX 75373-3305

WAGGONER, ROBIN (601) 5454630
MINUTE BOOK # PENDING
VENDOR # 00013714

SHIP TO :
CITY OF HATTIESBURG
WATER PLANT #2
900 JAMES STREET
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: HYDRATED LIME

SEND METHOD 1 (205)9780485

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
009677.5130	HYDRATED LIME (50#) HYDRATED LIME -- 50LB BAGS -- 1000 BAGS	1000.00	EA	8.7500	8,750.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 8,750.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 8/23/18
Order Number . . 2717 QQ

INDUSTRIAL CHEMICALS INC
PO BOX 733305
DALLAS TX 75373-3305

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Robin Boop

SIGNATURE Robin Boop DATE 8/29/18

Phone Number . . 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: HYDRATED LIME

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
HYDRATED LIME (50#) HYDRATED LIME — 50LB BAGS — 1000 BAGS	08/23/18	1000.00	EA	2.75		Upon Request	60 days

TOTAL BID PRICE_____

AR K

9/4/18

RECEIVED
SEP 4, 2018
AWARDED

63630

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 8/23/18
Order Number 2217 (X)

IDEAL CHEMICAL & SUPPLY C
4025 AIR PARK STREET
MEMPHIS TN 38118

Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Elizabeth McLemore

Phone Number 601 5454512

SIGNATURE EMcLemore DATE 8/31/18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: HYDRATED LIME

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
HYDRATED LIME (50#) HYDRATED LIME -- 50LB BAGS -- 1000 BAGS	08/23/18	1000.00	EA	$9.20 each $0.184/lb	$9,200.00	As needed	12/31/18

TOTAL BID PRICE $9,200.00

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
P U R C H A S E O R D E R

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

HALL, STEPHANIE (601) 5454675

Page - 1
Date - 09/12/18

PO No. - 182897

Req No. - 2719

VENDOR MAILING:
HOMESTEAD DIRT WORKS & MULCHING LLC
PO BOX 1552
HATTIESBURG MS 39403

VENDOR # 00108293

SHIP TO :
CITY OF HATTIESBURG
CITY HALL-LAND DEV/CODE ENFORCEMENT
200 FORREST STREET - 1ST FLOOR
HATTIESBURG MS 39401

PROCESSING CODE:

SEND METHOD 1 ( )

PROJECT LINE: DEMO/DEBRIS CLEAN UP - 315 MILLER ST. - CODE ENFORCEMENT

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001180.6013	DEMO 315 MILLER ST	1.00	EA	1,800.0000	1,800.00

DEMOLITION/DEBRIS CLEAN UP SPECIFIC TO CITY COUNCIL RESOLUTIONS / DEMOLITION OF A SINGLE FAMILY HOUSE AT 315 MILLER ST., HATTIESBURG, MS 39401 / APPROXIMATELY 2200 SQUARE FEET, BRICK (PARTIALLY DISMANTLED AND DESTROYED). RAISED FOUNDATION. COH CODE ENFORCEMENT WILL BE SITE SUPERVISOR INSURING SAFE PRACTICES FOR RESIDENTIAL DEBRIS CLEAN UP. CITY TO PROVIDE WATER ON SITE TO IMPLEMENT THE WET METHOD WHERE AIR QUALITY CONTROL IS APPLICABLE.
JOB START TIME: NO LONGER THAN TWO WEEKS FROM AWARDED BID.
EQUIPMENT NEEDED: HEAVY DUTY DEMO TRACK HOE. PLEASE DISCLOSE PROPOSED EQUIPMENT.
SCOPE OF WORK: CONTRACTOR TO PROVIDE EQUIPMENT AND LABOR TO SAFELY COLLAPSE THE STRUCTURE AND TRANSFER ALL MATERIALS AND DEBRIS INTO DUMP TRUCKS. CONTRACTOR TO TRANSFER ANY/ALL CONCRETE, INCLUDING STEPS, SIDEWALKS (OTHER THAN CITY SIDEWALKS), DRIVEWAYS, PATIOS, FOUNDATIONS, ETC.
*TRUCKS/CONTAINERS FOR HAULING AND THE HAULING SERVICE AND TIPPING FEES ARE NOT A FUNCTION OF THIS AWARD AND WILL BE CONTRACTED SEPARATELY BY THE CITY.
CONTRACTOR MAY BE REQUIRED TO SORT BULK CONCRETE IN ORDER THAT CONCRETE IS NOT MIXED WITH OTHER MATERIALS (WASTE SITE REQUIREMENT). THE CITY WILL COORDINATE WITH AWARDED CONTRACTOR AND HAULER ON AN AGREEABLE DAY/TIME WITHIN TWO WEEKS OF CONTRACT AWARD. THE CITY WILL MAKE REASONABLE EFFORT TO COORDINATE WITH THE HAULER TO HAVE TWO TRUCKS AVAILABLE IN ORDER TO REDUCE DOWN TIME FOR THE CONTRACTOR TO THE EXTENT POSSIBLE. THESE LOGISTICS GENERALLY TRANSPIRE IN THE COURSE OF ONSITE SUPERVISION.
*ALL PRECURSORY LOGISTICS SUCH AS UTILITY ID, FLAGGING AND PROPERTY VERIFICATION HAVE BEEN DONE BY CODE ENFORCEMENT.

TOTAL CONTRACT AMOUNT NOT TO EXCEED 1,800.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
CITY CLERK

QUOTE REQUEST RESPONSE FORM

HOMESTEAD DIRT WORKS & MU
PO BOX 1552
HATTIESBURG MS 39403

Date 9/07/18
Order Number 2719 OQ

Mail To
CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Gabriel Shemper DBA Homestead Dirt Works Phone Number 601 5454512

SIGNATURE Gabriel Shemper DATE 9/11/18 Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE DEMO/DEBRIS CLEAN UP 315 MILLER ST CODE ENFORCEMENT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
DEMO 315 MILLER ST DEMOLITION, DEBRIS CLEAN UP SPECIFIC TO CITY COUNCIL RESOLUTIONS / DEMOLITION OF A SINGLE FAMILY HOUSE AT 315 MILLER ST HATTIESBURG, MS 39401 / APPROXIMATELY 2200 SQUARE FEET, BRICK (PARTIALLY DISMANTLED AND DESTROYED), RAISED FOUNDATION. COH CODE ENFORCEMENT WILL BE SITE SUPERVISOR INSURING SAFE PRACTICES FOR RESIDENTIAL DEBRIS CLEAN UP. CITY TO PROVIDE WATER ON SITE TO IMPLEMENT THE WET METHOD WHERE AIR QUALITY CONTROL IS APPLICABLE JOB START TIME NO LONGER THAN TWO WEEKS FROM AWARDED BID. EQUIPMENT NEEDED HEAVY DUTY DEMO TRACK HOE, PLEASE DISCLOSE PROPOSED EQUIPMENT SCOPE OF WORK CONTRACTOR TO PROVIDE EQUIPMENT AND LABOR TO SAFELY COLLAPSE THE STRUCTURE AND TRANSFER ALL MATERIALS AND DEBRIS INTO DUMP TRUCKS. CONTRACTOR TO TRANSFER ANY ALL CONCRETE, INCLUDING STEPS, SIDEWALKS (OTHER THAN CITY SIDEWALKS), DRIVEWAYS, PATIOS, FOUNDATIONS, ETC. TRUCKS/CONTAINERS FOR HAULING AND THE HAULING SERVICE AND DUMPING FEES ARE NOT A FUNCTION OF THIS AWARD AND WILL BE CONTRACTED SEPARATELY BY THE CITY CONTRACTOR MAY BE REQUIRED TO SORT PILE CONCRETE IN ORDER THAT CONCRETE IS NOT MIXED WITH OTHER MATERIALS (WASTE SITE REQUIREMENT). THE CITY WILL COORDINATE WITH AWARDED CONTRACTOR AND HAULER ON AN AGREEABLE DAY/TIME WITHIN TWO WEEKS OF CONTRACT AWARD. THE CITY WILL MAKE REASONABLE EFFORT TO COORDINATE WITH THE HAULER TO HAVE TWO TRUCKS AVAILABLE IN ORDER TO REDUCE DOWN TIME FOR THE CONTRACTOR TO THE EXTENT POSSIBLE. THESE LOGISTICS GENERALLY TRANSPIRE IN THE COURSE OF ONSITE SUPERVISION. *ALL PRECURSORY LOGISTICS SUCH AS UTILITY ID, FLAGGING AND PROPERTY VERIFICATION HAVE BEEN DONE BY CODE ENFORCEMENT	08/29/18	1.00	EA	$1,800.00	$1,800.00	10/1/18	3/1/19

TOTAL BID PRICE $1,800.00

RECEIVED
SEP 12 2018
AWARDED

9-12-18

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 9/07/18
Order Number . . 2719 OQ

LUMAR DEVELOPMENT, LLC
122 CYRESS AVENUE
HATTIESBURG MS 39401

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME LuMar Development, LLC

Phone Number . . 601 5454512

SIGNATURE Cedric J. B DATE 9/10/18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: DEMO/DEBRIS CLEAN UP - 315 MILLER ST. - CODE ENFORCEMENT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
DEMO 315 MILLER ST DEMOLITION/DEBRIS CLEAN UP SPECIFIC TO CITY COUNCIL RESOLUTIONS / DEMOLITION OF A SINGLE FAMILY HOUSE AT 315 MILLER ST., HATTIESBURG, MS 39401 / APPROXIMATELY 2200 SQUARE FEET. BRICK (PARTIALLY DISMANTLED AND DESTROYED). RAISED FOUNDATION. COH CODE ENFORCEMENT WILL BE SITE SUPERVISOR INSURING SAFE PRACTICES FOR RESIDENTIAL DEBRIS CLEAN UP. CITY TO PROVIDE WATER ON SITE TO IMPLEMENT THE WET METHOD WHERE AIR QUALITY CONTROL IS APPLICABLE. JOB START TIME: NO LONGER THAN TWO WEEKS FROM AWARDED BID. EQUIPMENT NEEDED: HEAVY DUTY DEMO TRACK HOE. PLEASE DISCLOSE PROPOSED EQUIPMENT. SCOPE OF WORK: CONTRACTOR TO PROVIDE EQUIPMENT AND LABOR TO SAFELY COLLAPSE THE STRUCTURE AND TRANSFER ALL MATERIALS AND DEBRIS INTO DUMP TRUCKS. CONTRACTOR TO TRANSFER ANY/ALL CONCRETE, INCLUDING STEPS, SIDEWALKS (OTHER THAN CITY SIDEWALKS), DRIVEWAYS, PATIOS, FOUNDATIONS, ETC. *TRUCKS/CONTAINERS FOR HAULING AND THE HAULING SERVICE AND TIPPING FEES ARE NOT A FUNCTION OF THIS AWARD AND WILL BE CONTRACTED SEPARATELY BY THE CITY. CONTRACTOR MAY BE REQUIRED TO SORT BULK CONCRETE IN ORDER THAT CONCRETE IS NOT MIXED WITH OTHER MATERIALS (WASTE SITE REQUIREMENT). THE CITY WILL COORDINATE WITH AWARDED CONTRACTOR AND HAULER ON AN AGREEABLE DAY/TIME WITHIN TWO WEEKS OF CONTRACT AWARD. THE CITY WILL MAKE REASONABLE EFFORT TO COORDINATE WITH THE HAULER TO HAVE TWO TRUCKS AVAILABLE IN ORDER TO REDUCE DOWN TIME FOR THE CONTRACTOR TO THE EXTENT POSSIBLE. THESE LOGISTICS GENERALLY TRANSPIRE IN THE COURSE OF ONSITE SUPERVISION. *ALL PRECURSORY LOGISTICS SUCH AS UTILITY ID, FLAGGING AND PROPERTY VERIFICATION HAVE BEEN DONE BY CODE ENFORCEMENT.	08/29/18	1.00	EA	$17,000			

TOTAL BID PRICE $17,000.00

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 9/07/18
Order Number . . 2719 OQ

KENNETH W COOLEY
dba COOLHART PROPERTIES,
PO BOX 1181
HATTIESBURG MS 39403-1181

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Kenneth Cooley

SIGNATURE [signature] DATE 9-11-18

Phone Number . . 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: DEMO/DEBRIS CLEAN UP - 315 MILLER ST. - CODE ENFORCEMENT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
DEMO 315 MILLER ST DEMOLITION/DEBRIS CLEAN UP SPECIFIC TO CITY COUNCIL RESOLUTIONS / DEMOLITION OF A SINGLE FAMILY HOUSE AT 315 MILLER ST., HATTIESBURG, MS 39401 / APPROXIMATELY 2200 SQUARE FEET. BRICK (PARTIALLY DISMANTLED AND DESTROYED). RAISED FOUNDATION. COH CODE ENFORCEMENT WILL BE SITE SUPERVISOR INSURING SAFE PRACTICES FOR RESIDENTIAL DEBRIS CLEAN UP. CITY TO PROVIDE WATER ON SITE TO IMPLEMENT THE WET METHOD WHERE AIR QUALITY CONTROL IS APPLICABLE. JOB START TIME: NO LONGER THAN TWO WEEKS FROM AWARDED BID. EQUIPMENT NEEDED: HEAVY DUTY DEMO TRACK HOE. PLEASE DISCLOSE PROPOSED EQUIPMENT. SCOPE OF WORK: CONTRACTOR TO PROVIDE EQUIPMENT AND LABOR TO SAFELY COLLAPSE THE STRUCTURE AND TRANSFER ALL MATERIALS AND DEBRIS INTO DUMP TRUCKS. CONTRACTOR TO TRANSFER ANY/ALL CONCRETE, INCLUDING STEPS, SIDEWALKS (OTHER THAN CITY SIDEWALKS), DRIVEWAYS, PATIOS, FOUNDATIONS, ETC. *TRUCKS/CONTAINERS FOR HAULING AND THE HAULING SERVICE AND TIPPING FEES ARE NOT A FUNCTION OF THIS AWARD AND WILL BE CONTRACTED SEPARATELY BY THE CITY. CONTRACTOR MAY BE REQUIRED TO SORT BULK CONCRETE IN ORDER THAT CONCRETE IS NOT MIXED WITH OTHER MATERIALS (WASTE SITE REQUIREMENT). THE CITY WILL COORDINATE WITH AWARDED CONTRACTOR AND HAULER ON AN AGREEABLE DAY/TIME WITHIN TWO WEEKS OF CONTRACT AWARD. THE CITY WILL MAKE REASONABLE EFFORT TO COORDINATE WITH THE HAULER TO HAVE TWO TRUCKS AVAILABLE IN ORDER TO REDUCE DOWN TIME FOR THE CONTRACTOR TO THE EXTENT POSSIBLE. THESE LOGISTICS GENERALLY TRANSPIRE IN THE COURSE OF ONSITE SUPERVISION. *ALL PRECURSORY LOGISTICS SUCH AS UTILITY ID, FLAGGING AND PROPERTY VERIFICATION HAVE BEEN DONE BY CODE ENFORCEMENT.	08/29/18	1.00	EA	1800		ASAP	

TOTAL BID PRICE 1800.00

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
P U R C H A S E O R D E R

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 09/10/18

PO No. - 182757

Req No. - 2720

VENDOR MAILING:
CONSOLIDATED PIPE & SUPPLY CO INC
5285 GREEN WAY DR
JACKSON MS 39204-3212

WAGGONER, ROBIN (601) 5454630
MINUTE BOOK # PENDING
VENDOR # 90011533

SHIP TO :
CITY OF HATTIESBURG
WATER PLANT #2
900 JAMES STREET
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: DRILLING MACHINES AND POWER OPERATOR

SEND METHOD 1 (601)9222611

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
009677.5460	DRILL/TAP EQIUPMENT MUELLER B-101 MACHINE FOR DRILLING AND TAPPING AND INSERTING OPERATIONS UNDER PRESSURE. MACHINE USED TO DRILL DRY AND PRESSURIZED PIPE. CAN BE USED ON A-C PIPE, PVC PIPE,DUCTILE IRON PIPE, AND STEEL PIPE, ALSO CAST IRON. HAND OR POWER OPERATION CAN BE USED ON DRY AND PRESSURIZED WATER MAINS. INSERT AND REMOVE THE CORPORATION STOPS TO 1" IN SIZE PIPE PLUGS. CAN BE USED ON A-C PIPE, CAST IRON OD PVC, STEEL PIPE. USED FOR PIPE SIZES 12" AND SMALLER. / MUELLER H-603 ELECTRIC POWER OPERATOR USED TO HELP AUTOMATICALLY BORE WHILE DRILLING. CAN BE USED WITH THE MUELLER B-101 AND THE MUELLER D-5 DRILLING MACHINE. / MUELLER D-5 DRILLING MACHINE USED FOR DRILLING OPERATIONS ON 3/4 UP TO 2" PIPE. CAN BE USED ON A-C PIPE, STEEL PIPE, PVC DUCTILE IRON AND CONCRETE PIPE.	1.00	EA	7,975.2600	7,975.26

TOTAL CONTRACT AMOUNT NOT TO EXCEED 7,975.26

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 8/30/18
Order Number . . 2720 00

CONSOLIDATED PIPE & SUPPL
5285 GREEN WAY DR
JACKSON MS 39204-3212

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Donald Vanderford

Phone Number . . 601 5454512

SIGNATURE Donald Vanderford DATE 9/6/18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: DRILLING MACHINES AND POWER OPERATOR

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
DRILL/TAP EQIUPMENT MUELLER B-101 MACHINE FOR DRILLING AND TAPPING AND INSERTING OPERATIONS UNDER PRESSURE. MACHINE USED TO DRILL DRY AND PRESSURIZED PIPE. CAN BE USED ON A-C PIPE, PVC PIPE,DUCTILE IRON PIPE, AND STEEL PIPE, ALSO CAST IRON. HAND OR POWER OPERATION CAN BE USED ON DRY AND PRESSURIZED WATER MAINS. INSERT AND REMOVE THE CORPORATION STOPS TO 1" IN SIZE. PIPE PLUGS. CAN BE USED ON A-C PIPE, CAST IRON OD PVC, STEEL PIPE. USED FOR PIPE SIZES 12" AND SMALLER.	08/30/18	1.00	EA				
/ MUELLER H-603 ELECTRIC POWER OPERATOR USED TO HELP AUTOMATICALLY BORE WHILE DRILLING. CAN BE USED WITH THE MUELLER B-101 AND THE MUELLER D-5 DRILLING MACHINE.							
/ MUELLER D-5 DRILLING MACHINE USED FOR DRILLING OPERATIONS ON 3/4 UP TO 2" PIPE. CAN BE USED ON A-C PIPE, STEEL PIPE, PVC DUCTILE IRON AND CONCRETE PIPE.							

TOTAL BID PRICE 1975.26

9/10/18

RECEIVED
SEP 10, 2018
AWARDED

08:31:41 a.m. 09-06-2018 1/2

CONSOLIDATED PIPE

6019222611

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 8/30/18
Order Number . . 2720 OQ

HD SUPPLY FACILITIES
dba USA BLUEBOOK
PO BOX 9004
GURNEE IL 60031-9004

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Amanda LawRence

Phone Number . . 601 5454512

SIGNATURE Amanda Lawrence DATE 9.7.18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: DRILLING MACHINES AND POWER OPERATOR

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
DRILL/TAP EQIUPMENT MUELLER B-101 MACHINE FOR DRILLING AND TAPPING AND INSERTING OPERATIONS UNDER PRESSURE. MACHINE USED TO DRILL DRY AND PRESSURIZED PIPE. CAN BE USED ON A-C PIPE, PVC PIPE,DUCTILE IRON PIPE, AND STEEL PIPE, ALSO CAST IRON. HAND OR POWER OPERATION CAN BE USED ON DRY AND PRESSURIZED WATER MAINS. INSERT AND REMOVE THE CORPORATION STOPS TO 1" IN SIZE PIPE PLUGS. CAN BE USED ON A-C PIPE, CAST IRON OD PVC, STEEL PIPE. USED FOR PIPE SIZES 12" AND SMALLER.	08/30/18	1.00	EA	3955.22	3955.22	2-10 WKS ARO	10.7.18
/ MUELLER H-603 ELECTRIC POWER OPERATOR USED TO HELP AUTOMATICALLY BORE WHILE DRILLING. CAN BE USED WITH THE MUELLER B-101 AND THE MUELLER D-5 DRILLING MACHINE.		1		439.39	439.39	2-10 WKS ARO	10.7.18
/ MUELLER D-5 DRILLING MACHINE USED FOR DRILLING OPERATIONS ON 3/4 UP TO 2" PIPE. CAN BE USED ON A-C PIPE, STEEL PIPE, PVC DUCTILE IRON AND CONCRETE PIPE.		1		2334.46	2334.46	2-10 WKS ARO	10.7.18

USA BlueBook Quote # 992877

TOTAL BID PRICE 10621.93

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
P U R C H A S E O R D E R

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 09/05/18

PO No. - 182664

Req No. - 2721

VENDOR MAILING:
STANDARD OFFICE SUPPLY CO
400 W PINE ST
PO BOX 950
HATTIESBURG MS 39403-0950

LONDON, SYLVESTER (601) 5454512
MINUTE BOOK # PENDING
VENDOR # 00002165

SHIP TO :
CITY OF HATTIESBURG
SEE BELOW FOR DELIVERY

PROCESSING CODE:

PROJECT LINE: CITY HALL 3RD FLOOR CONFERENCE- CHAIRS

SEND METHOD 1 (601)5453202

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001092.7320	MID BACK CONFERENCE MID BACK CONFERENCE SITMATAIC MID BACK CONFERENCE E-Z TILT CONTROL, TENSION ADJUSTABLE UPRIGHT TILT LOCK, PNEUMATIC SEAT HEIGHT BRUSHED ALUMINUM BASE AND ARMS. MODEL 428EZAAAB. CATEGORY 5 AEROHYDE POLYURETHANE COLOR: #55965 MABLE SUBMISSIONS OTHER THAN SPECIFIED SHALL BE COORDINATED WITH CITY OF HATTIESBURG FOR APPROVAL. CHAIRS SHOULD NOT BE LARGER THAN 25" WIDTH, OR 20" SEAT WIDTH	12.00	EA	752.5000	9,030.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 9,030.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 8/31/18
Order Number . . 2721 OQ

STANDARD OFFICE SUPPLY CO
400 W PINE ST
PO BOX 950
HATTIESBURG MS 39403-0950

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Mike Herrin

Phone Number . . 601 5454512

SIGNATURE Mike Herrin DATE 9-5-18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CITY HALL 3RD FLOOR CONFERENCE- CHAIRS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
MID BACK CONFERENCE MID BACK CONFERENCE SITMATAIC MID BACK CONFERENCE E-Z TILT CONTROL, TENSION ADJUSTABLE UPRIGHT TILT LOCK. PNEUMATIC SEAT HEIGHT BRUSHED ALUMINUM BASE AND ARMS. MODEL 428EZAAAB. CATEGORY 5 AEROHYDE POLYURETHANE COLOR: #55965 MABLE SUBMISSIONS OTHER THAN SPECIFIED SHALL BE COORDINATED WITH CITY OF HATTIESBURG FOR APPROVAL. CHAIRS SHOULD NOT BE LARGER THAN 25" WIDTH, OR 20" SEAT WIDTH	08/31/18	12.00	EA	752.50	9,030	*	~~10-29-18~~

TOTAL BID PRICE $9,030

9/5/18

RECEIVED
SEP 5 2018
AWARDED

*Delivery Date approximately 10 days from receipt of Purchase Order.
Mike Herrin

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 8/31/18
Order Number . . 2721 OQ

COMMERCIAL BUSINESS INTER
6927 US HIGHWAY 49
HATTIESBURG MS 39402-9162

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Katherine Callaway

Phone Number . . 601 5454512

SIGNATURE Kathe Calloway DATE 9-5-18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CITY HALL 3RD FLOOR CONFERENCE- CHAIRS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
MID BACK CONFERENCE MID BACK CONFERENCE SITMATAIC MID BACK CONFERENCE 5-Z TILT CONTROL, TENSION ADJUSTABLE UPRIGHT TILT LOCK, PNEUMATIC SEAT HEIGHT BRUSHED ALUMINUM BASE AND ARMS MODEL 428EZAAAB. CATEGORY 5 AEROHYDE POLYURETHANE COLOR: #55965 MABLE SUBMISSIONS OTHER THAN SPECIFIED SHALL BE COORDINATED WITH CITY OF HATTIESBURG FOR APPROVAL. CHAIRS SHOULD NOT BE LARGER THAN 25" WIDTH, OR 20" SEAT WIDTH	08/31/18	12.00	EA	759.00	9,108.00	2-4 weeks	12-31-1

TOTAL BID PRICE 9108.00

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
P U R C H A S E O R D E R

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 09/10/18

PO No. - 182801

Req No. - 2722

VENDOR MAILING:
LUMAR DEVELOPMENT, LLC
122 CYRESS AVENUE
HATTIESBURG MS 39401

MCGINTY, DESTINY (601) 5454506
MINUTE BOOK # PENDING
VENDOR # 00110489

SHIP TO :
HATTIESBURG POLICE DEPT/NEW SERVICE CTR
721 KATIE AVE
HATTIESBURG MS 39401-

PROCESSING CODE:

SEND METHOD 1 ( )

PROJECT LINE: DISASSEMBLE POLICE FLEET MAINTENANCE BUILDING

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
019100.7100.22	DISASSEMBLY 70X30 LABEL IT AND STACK IT OUT REMOVE AND DISPOSE OF INSIDE WOODEN SPACE(OFFICE, STAIR CASE ETC.) AND INSULATION. RELOCATE BUILDING MATERIAL TO AIRPORT HANGAR #1(20 ACADEMY DR)	1.00	EA	16,250.0000	16,250.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 16,250.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 9/05/18
Order Number . . 2722 OQ

LUMAR DEVELOPMENT. LLC
122 CYRESS AVENUE
HATTIESBURG MS 39401

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Lumar Development, LLC

SIGNATURE [signature] DATE 9/6/18

Phone Number . . 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: DISASSEMBLE POLICE FLEET MAINTENANCE BUILDING

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
DISASSEMBLY 70X30 LABEL IT AND STACK IT OUT REMOVE AND DISPOSE OF INSIDE WOODEN SPACE(OFFICE. STAIR CASE ETC.) AND INSULATION RELOCATE BUILDING MATERIAL TO AIRPORT HANGAR #1(20 ACADEMY DR)	08/31/18	1.00	EA	$16,250.00			

[signature]

9-10-18

TOTAL BID PRICE $16,250.00

RECEIVED
SEP 10,2018
AWARDED

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. . . 1
Date 9/05/18
Order Number 2722 OQ

CENLA STEEL ERECTORS INC
865 OLD PROGRESS RD
MOSELLE MS 39459

Mail To

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1895
HATTIESBURG MS 39401

PRINTED NAME. Cenla Steel Erectors, Inc.

Phone Number . . 601 5454512

SIGNATURE Barry Kulgane DATE 9-7-18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: DISASSEMBLE POLICE FLEET MAINTENANCE BUILDING

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
DISASSEMBLY 70X30	08/31/18	1.00	EA	29,394.00			

LABEL IT AND STACK IT OUT
REMOVE ANY ASPHALT OF INSIDE WOODEN SPACE(OFFICE, STAIR
CAREFULLY REMOVED INSULATION
RELOCATE SAID MATERIAL TO AIRPORT HANGAR #1(20 ACADEMY
DR

TOTAL BID PRICE 29,394.00

Cenla Steel Erectors, Inc.
865 Old Progress RD
Moselle, MS 39459

601 582 0053

cell 601 543 6646

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
P U R C H A S E O R D E R

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 09/12/18

PO No. - 182898

Req No. - 2723

VENDOR MAILING:
HOMESTEAD DIRT WORKS & MULCHING LLC
PO BOX 1552
HATTIESBURG MS 39403

HALL, STEPHANIE (601) 5454675

VENDOR # 00108293

SHIP TO :
CITY OF HATTIESBURG
CITY HALL-LAND DEV/CODE ENFORCEMENT
200 FORREST STREET - 1ST FLOOR
HATTIESBURG MS 39401

PROCESSING CODE:

SEND METHOD 1 ( )

PROJECT LINE: DEMO/DEBRIS CLEAN UP - 202 S, 14TH AVE - CODE ENFORCEMENT

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001180.6013	DEMO 202 S. 14TH DEMOLITION/DEBRIS CLEAN UP SPECIFIC TO CITY COUNCIL RESOLUTIONS / DEMOLITION OF A SINGLE FAMILY HOUSE AT 202 S. 14TH AVE., HATTIESBURG, MS 39401 / APPROXIMATELY 2000 SQUARE FEET. STICK BUILT (PARTIALLY DISMANTLED AND DESTROYED RAISED FOUNDATION. COH CODE ENFORCEMENT WILL BE SITE SUPERVISOR INSURING SAFE PRACTICES FOR RESIDENTIAL DEBRIS CLEAN UP. CITY TO PROVIDE WATER ON SITE TO IMPLEMENT THE WET METHOD WHERE AIR QUALITY CONTROL IS APPLICABLE. JOB START TIME: NO LONGER THAN TWO WEEKS FROM AWARDED BID. EQUIPMENT NEEDED: HEAVY DUTY DEMO TRACK HOE. PLEASE DISCLOSE PROPOSED EQUIPMENT. SCOPE OF WORK: CONTRACTOR TO PROVIDE EQUIPMENT AND LABOR TO SAFELY COLLAPSE THE STRUCTURE AND TRANSFER ALL MATERIALS AND DEBRIS INTO DUMP TRUCKS. CONTRACTOR TO TRANSFER ANY/ALL CONCRETE, INCLUDING STEPS, SIDEWALKS (OTHER THAN CITY SIDEWALKS), DRIVEWAYS, PATIOS, FOUNDATIONS, ETC. *TRUCKS/CONTAINERS FOR HAULING AND THE HAULING SERVICE AND TIPPING FEES ARE NOT A FUNCTION OF THIS AWARD AND WILL BE CONTRACTED SEPARATELY BY THE CITY. CONTRACTOR MAY BE REQUIRED TO SORT BULK CONCRETE IN ORDER THAT CONCRETE IS NOT MIXED WITH OTHER MATERIALS (WASTE SITE REQUIREMENT). THE CITY WILL COORDINATE WITH AWARDED CONTRACTOR AND HAULER ON AN AGREEABLE DAY/TIME WITHIN TWO WEEKS OF CONTRACT AWARD. THE CITY WILL MAKE REASONABLE EFFORT TO COORDINATE WITH THE HAULER TO HAVE TWO TRUCKS AVAILABLE IN ORDER TO REDUCE DOWN TIME FOR THE CONTRACTOR TO THE EXTENT POSSIBLE. THESE LOGISTICS GENERALLY TRANSPIRE IN THE COURSE OF ONSITE SUPERVISION. *ALL PRECURSORY LOGISTICS SUCH AS UTILITY ID, FLAGGING AND PROPERTY VERIFICATION HAVE BEEN DONE BY CODE ENFORCEMENT.	1.00	EA	1,800.0000	1,800.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 1,800.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
CITY CLERK

QUOTE REQUEST RESPONSE FORM

Date 9/07/18
Order Number 2723 OQ

HOMESTEAD DIRT WORKS & MU
PO BOX 1552
HATTIESBURG MS 39403

Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Gabriel Shemper DBA Homestead Dirt Works Phone Number 601 5454512

SIGNATURE Gabriel Shemper DATE 9/11/18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: DEMO/DEBRIS CLEAN UP -- 202 S. 14TH AVE - CODE ENFORCEMENT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
DEMO 202 S. 14TH DEMOLITION/DEBRIS CLEAN UP SPECIFIC TO CITY COUNCIL RESOLUTIONS / DEMOLITION OF A SINGLE FAMILY HOUSE AT 202 S. 14TH AVE HATTIESBURG MS 39401 / APPROXIMATELY 2000 SQUARE FEET. STICK BUILT (PARTIALLY DISMANTLED AND DESTROYED RAISED FOUNDATION. COH CODE ENFORCEMENT WILL BE SITE SUPERVISOR INSURING SAFE PRACTICES FOR RESIDENTIAL DEBRIS CLEAN UP. CITY TO PROVIDE WATER ON SITE TO IMPLEMENT THE WET METHOD WHERE AIR QUALITY CONTROL IS APPLICABLE JOB START TIME: NO LONGER THAN TWO WEEKS FROM AWARDED BID. EQUIPMENT NEEDED: HEAVY DUTY DEMO TRACK HOE. PLEASE DISCLOSE PROPOSED EQUIPMENT SCOPE OF WORK: CONTRACTOR TO PROVIDE EQUIPMENT AND LABOR TO SAFELY COLLAPSE THE STRUCTURE AND TRANSFER ALL MATERIALS AND DEBRIS INTO DUMP TRUCKS. CONTRACTOR TO TRANSFER ANY/ALL CONCRETE, INCLUDING STEPS, SIDEWALKS (OTHER THAN CITY SIDEWALKS), DRIVEWAYS, PATIOS, FOUNDATIONS, ETC *TRUCKS/CONTAINERS FOR HAULING AND THE HAULING SERVICE AND TIPPING FEES ARE NOT A FUNCTION OF THIS AWARD AND WILL BE CONTRACTED SEPARATELY BY THE CITY CONTRACTOR MAY BE REQUIRED TO SORT BULK CONCRETE IN ORDER THAT CONCRETE IS NOT MIXED WITH OTHER MATERIALS (WASTE SITE REQUIREMENT). THE CITY WILL COORDINATE WITH AWARDED CONTRACTOR AND HAULER ON AN AGREEABLE DAY/TIME WITHIN TWO WEEKS OF CONTRACT AWARD. THE CITY WILL MAKE REASONABLE EFFORT TO COORDINATE WITH THE HAULER TO HAVE TWO TRUCKS AVAILABLE IN ORDER TO REDUCE DOWN TIME FOR THE CONTRACTOR TO THE EXTENT POSSIBLE. THESE LOGISTICS GENERALLY TRANSPIRE IN THE COURSE OF ONSITE SUPERVISION. *ALL PRECURSORY LOGISTICS SUCH AS UTILITY ID, FLAGGING AND PROPERTY VERIFICATION HAVE BEEN DONE BY CODE ENFORCEMENT.	09/07/18	1.00	EA	$1,800.00	$1,800.00	10/11/18	3/11/19

TOTAL BID PRICE $1,800.00

RECEIVED
SEP 12,2018
AWARDED

9-12-18

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 9/07/18
Order Number . . 2723 OQ

KENNETH W COOLEY
dba COOLHART PROPERTIES,
PO BOX 1181
HATTIESBURG MS 39403-1181

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Kenneth W. Cooley

Phone Number . . 601 5454512

SIGNATURE [signature] DATE 9-9-18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: DEMO/DEBRIS CLEAN UP - 202 S, 14TH AVE - CODE ENFORCEMENT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
DEMO 202 S. 14TH DEMOLITION/DEBRIS CLEAN UP SPECIFIC TO CITY COUNCIL RESOLUTIONS / DEMOLITION OF A SINGLE FAMILY HOUSE AT 202 S. 14TH AVE., HATTIESBURG, MS 39401 / APPROXIMATELY 2000 SQUARE FEET. STICK BUILT (PARTIALLY DISMANTLED AND DESTROYED RAISED FOUNDATION. COH CODE ENFORCEMENT WILL BE SITE SUPERVISOR INSURING SAFE PRACTICES FOR RESIDENTIAL DEBRIS CLEAN UP. CITY TO PROVIDE WATER ON SITE TO IMPLEMENT THE WET METHOD WHERE AIR QUALITY CONTROL IS APPLICABLE. JOB START TIME: NO LONGER THAN TWO WEEKS FROM AWARDED BID. EQUIPMENT NEEDED: HEAVY DUTY DEMO TRACK HOE. PLEASE DISCLOSE PROPOSED EQUIPMENT. SCOPE OF WORK: CONTRACTOR TO PROVIDE EQUIPMENT AND LABOR TO SAFELY COLLAPSE THE STRUCTURE AND TRANSFER ALL MATERIALS AND DEBRIS INTO DUMP TRUCKS. CONTRACTOR TO TRANSFER ANY/ALL CONCRETE, INCLUDING STEPS, SIDEWALKS (OTHER THAN CITY SIDEWALKS), DRIVEWAYS, PATIOS, FOUNDATIONS, ETC. *TRUCKS/CONTAINERS FOR HAULING AND THE HAULING SERVICE AND TIPPING FEES ARE NOT A FUNCTION OF THIS AWARD AND WILL BE CONTRACTED SEPARATELY BY THE CITY. CONTRACTOR MAY BE REQUIRED TO SORT BULK CONCRETE IN ORDER THAT CONCRETE IS NOT MIXED WITH OTHER MATERIALS (WASTE SITE REQUIREMENT). THE CITY WILL COORDINATE WITH AWARDED CONTRACTOR AND HAULER ON AN AGREEABLE DAY/TIME WITHIN TWO WEEKS OF CONTRACT AWARD. THE CITY WILL MAKE REASONABLE EFFORT TO COORDINATE WITH THE HAULER TO HAVE TWO TRUCKS AVAILABLE IN ORDER TO REDUCE DOWN TIME FOR THE CONTRACTOR TO THE EXTENT POSSIBLE. THESE LOGISTICS GENERALLY TRANSPIRE IN THE COURSE OF ONSITE SUPERVISION. *ALL PRECURSORY LOGISTICS SUCH AS UTILITY ID, FLAGGING AND PROPERTY VERIFICATION HAVE BEEN DONE BY CODE ENFORCEMENT.	09/07/18	1.00	EA	1900.00		ASAP	

TOTAL BID PRICE 1900.00

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 9/07/18
Order Number . . 2723 OQ

LUMAR DEVELOPMENT, LLC
122 CYRESS AVENUE
HATTIESBURG MS 39401

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME LuMar Development, LLC

Phone Number . . 601 5454512

SIGNATURE Cedrick J. Bonn DATE 9/10/18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: DEMO/DEBRIS CLEAN UP - 202 S, 14TH AVE - CODE ENFORCEMENT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
DEMO 202 S. 14TH DEMOLITION/DEBRIS CLEAN UP SPECIFIC TO CITY COUNCIL RESOLUTIONS / DEMOLITION OF A SINGLE FAMILY HOUSE AT 202 S. 14TH AVE., HATTIESBURG, MS 39401 / APPROXIMATELY 2000 SQUARE FEET, STICK BUILT (PARTIALLY DISMANTLED AND DESTROYED RAISED FOUNDATION. COH CODE ENFORCEMENT WILL BE SITE SUPERVISOR INSURING SAFE PRACTICES FOR RESIDENTIAL DEBRIS CLEAN UP. CITY TO PROVIDE WATER ON SITE TO IMPLEMENT THE WET METHOD WHERE AIR QUALITY CONTROL IS APPLICABLE. JOB START TIME: NO LONGER THAN TWO WEEKS FROM AWARDED BID. EQUIPMENT NEEDED: HEAVY DUTY DEMO TRACK HOE. PLEASE DISCLOSE PROPOSED EQUIPMENT. SCOPE OF WORK: CONTRACTOR TO PROVIDE EQUIPMENT AND LABOR TO SAFELY COLLAPSE THE STRUCTURE AND TRANSFER ALL MATERIALS AND DEBRIS INTO DUMP TRUCKS. CONTRACTOR TO TRANSFER ANY/ALL CONCRETE, INCLUDING STEPS, SIDEWALKS (OTHER THAN CITY SIDEWALKS), DRIVEWAYS, PATIOS, FOUNDATIONS, ETC. *TRUCKS/CONTAINERS FOR HAULING AND THE HAULING SERVICE AND TIPPING FEES ARE NOT A FUNCTION OF THIS AWARD AND WILL BE CONTRACTED SEPARATELY BY THE CITY. CONTRACTOR MAY BE REQUIRED TO SORT BULK CONCRETE IN ORDER THAT CONCRETE IS NOT MIXED WITH OTHER MATERIALS (WASTE SITE REQUIREMENT). THE CITY WILL COORDINATE WITH AWARDED CONTRACTOR AND HAULER ON AN AGREEABLE DAY/TIME WITHIN TWO WEEKS OF CONTRACT AWARD. THE CITY WILL MAKE REASONABLE EFFORT TO COORDINATE WITH THE HAULER TO HAVE TWO TRUCKS AVAILABLE IN ORDER TO REDUCE DOWN TIME FOR THE CONTRACTOR TO THE EXTENT POSSIBLE. THESE LOGISTICS GENERALLY TRANSPIRE IN THE COURSE OF ONSITE SUPERVISION. *ALL PRECURSORY LOGISTICS SUCH AS UTILITY ID, FLAGGING AND PROPERTY VERIFICATION HAVE BEEN DONE BY CODE ENFORCEMENT.	09/07/18	1.00	EA	$17,000.00			

TOTAL BID PRICE $17,000.00

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
P U R C H A S E O R D E R

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 09/19/18
PO No. - 183092
Req No. - 2724

VENDOR MAILING:
1st N 10 LAWN CARE SERVICES
723 GRACE AVENUE
HATTIESBURG MS 39401

HALL, STEPHANIE (601) 5454675

VENDOR # 00110129

SHIP TO :
CITY OF HATTIESBURG
CITY HALL-LAND DEV/CODE ENFORCEMENT
200 FORREST STREET - 1ST FLOOR
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: LOT CLEARING/LAWN MAINTENANCE-EXPEDITED PROPERTIES-CODE ENF

SEND METHOD 1 ( )

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001180.6018	613 HALL AVE 613 HALL AVE, HATTIESBURG, MS, 39401 - PPIN 12856 CUT WEEDS AND GRASS SCOPE OF WORK FOR MOWING RESIDENTIAL LOTS SPECIFIC TO CITY OF HATTIESBURG 7 DAY EXPEDITED PROPERTY MAINTENANCE EFFORT: THE ADDRESSES WILL NEED TO BE MOWED AND FREE OF TRASH AND LITTER. JOB START TIME IS ASAP. MAY BE NEEDED: WEED EATERLY AND BLOWER. SCOPE OF WORK: CUT PROPERTIES IN A VERY TIMELY MANNER. DETAILED "LANDSCAPING" IS NOT REQUIRED. NEIGHBORING PROPERTIES AND STREETS ARE TO BE LEFT WITHOUT DEBRIS FROM CUTTING. ANY TRASH AND LITTER TO BE PICKED UP. IF BULK DEBRIS IS PRESENT, REPORT TO DIVISION MANAGER OF CODE ENFORCEMENT. NO NEED TO CALCULATE FOR DUMPING.FLAGGING, AND *ALL PRECURSORY LOGISTICS SUCH AS UTILITY ID, FLAGGING, AND PROPERTY VERIFICATION HAVE BEEN DONE BY CODE ENFORCEMENT.	1.00	EA	60.0000	60.00
001180.6018	528 W. 4TH STREET 528 W. 4TH ST, HATTIESBURG, MS, 39401 - PPIN 19709 CUT WEEDS AND GRASS	1.00	EA	60.0000	60.00
001180.6018	407 NORTH STREET 407 NORTH STREET, HATTIESBURG, MS 39401 - PPIN 14469 CUT WEEDS AND GRASS	1.00	EA	150.0000	150.00
001180.6018	1016 DEWEY STREET 1016 DEWEY ST, HATTIESBURG, MS, 39401 - PPIN 15188 CUT WEEDS AND GRASS	1.00	EA	60.0000	60.00
001180.6018	212 TIMOTHY LANE 212 TIMOTHY LANE, HATTIESBURG, MS, 39401 - PPIN 21776 CUT WEEDS AND GRASS	1.00	EA	85.0000	85.00
001180.6018	102 S. 11TH AVE 102 S. 11TH AVENUE, HATTIESBURG, MS, 39401 - PPIN 16763 CUT WEEDS AND GRASS BOARD UP WINDOWS AND DOORS	1.00	EA	75.0000	75.00
001180.6018	115 S. 10TH AVE 115 S. 10TH AVENUE, HATTIESBURG, MS, 39401 - PPIN 16772 CUT WEEDS AND GRASS	1.00	EA	85.0000	85.00
001180.6018	2-028G-05-096 W.7TH 2-028G-05-096 W. 7TH STREET, HATTIESBURG, MS - PPIN 26172 CUT WEEDS AND GRASS	1.00	EA	85.0000	85.00
001180.6018	1108 W. 4TH STREET 1108 W. 4TH STREET, HATTIESBURG, MS, 39401 - PPIN 26606 CUT WEEDS AND GRASS	1.00	EA	125.0000	125.00

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
P U R C H A S E O R D E R

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 2
Date - 09/19/18
PO No. - 183092
Req No. - 2724

VENDOR MAILING:
1st N 10 LAWN CARE SERVICES
723 GRACE AVENUE
HATTIESBURG MS 39401

HALL, STEPHANIE (601) 5454675

VENDOR # 00110129

SHIP TO :
CITY OF HATTIESBURG
CITY HALL-LAND DEV/CODE ENFORCEMENT
200 FORREST STREET - 1ST FLOOR
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: LOT CLEARING/LAWN MAINTENANCE-EXPEDITED PROPERTIES-CODE ENF

SEND METHOD 1 ( )

Account #	Description	QTY	UM	UNIT COST	TOTAL COST

TOTAL CONTRACT AMOUNT NOT TO EXCEED 785.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
CITY CLERK

QUOTE REQUEST RESPONSE FORM

Date 9/14/18
Order Number . . 2724 OQ

1st N 10 LAWN CARE SERVIC
723 GRACE AVENUE
HATTIESBURG MS 39401

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Brad Leverette

Phone Number . . 601 5454512

SIGNATURE Brad Leverette DATE 9/17/18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: LOT CLEARING/LAWN MAINTENANCE-EXPEDITED PROPERTIES-CODE ENF

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
613 HALL AVE 613 HALL AVE, HATTIESBURG, MS, 39401 - PPIN 12856 CUT WEEDS AND GRASS SCOPE OF WORK FOR MOWING RESIDENTIAL LOTS SPECIFIC TO CITY OF HATTIESBURG 7 DAY EXPEDITED PROPERTY MAINTENANCE EFFORT: THE ADDRESSES WILL NEED TO BE MOWED AND FREE OF TRASH AND LITTER. JOB START TIME IS ASAP. MAY BE NEEDED: WEED EATERLY AND BLOWER. SCOPE OF WORK: CUT PROPERTIES IN A VERY TIMELY MANNER. DETAILED "LANDSCAPING" IS NOT REQUIRED. NEIGHBORING PROPERTIES AND STREETS ARE TO BE LEFT WITHOUT DEBRIS FROM CUTTING. ANY TRASH AND LITTER TO BE PICKED UP. IF BULK DEBRIS IS PRESENT, REPORT TO DIVISION MANAGER OF CODE ENFORCEMENT. NO NEED TO CALCULATE FOR DUMPING.FLAGGING. AND *ALL PRECURSORY LOGISTICS SUCH AS UTILITY ID. FLAGGING. AND PROPERTY VERIFICATION HAVE BEEN DONE BY CODE ENFORCEMENT.	09/10/18	1.00	EA	$60.00			
528 W. 4TH STREET 528 W. 4TH ST, HATTIESBURG, MS, 39401 - PPIN 19709 CUT WEEDS AND GRASS	09/10/18	1.00	EA	$60.00			
407 NORTH STREET 407 NORTH STREET, HATTIESBURG, MS 39401 - PPIN 14469 CUT WEEDS AND GRASS	09/10/18	1.00	EA	150.00			
1016 DEWEY STREET 1016 DEWEY ST, HATTIESBURG, MS, 39401 - PPIN 15188 CUT WEEDS AND GRASS	09/10/18	1.00	EA	60.00			
212 TIMOTHY LANE 212 TIMOTHY LANE, HATTIESBURG, MS, 39401 - PPIN 21776	09/10/18	1.00	EA	85.00			

9-19-2018
-pg 1 of 2

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p.2

QUOTE REQUEST RESPONSE FORM

Date 9/14/18
Order Number . . 2724 OQ

PROJECT LINE: LOT CLEARING/LAWN MAINTENANCE-EXPEDITED PROPERTIES-CODE ENF

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
CUT WEEDS AND GRASS							
102 S. 11TH AVE 102 S. 11TH AVENUE, HATTIESBURG, MS, 39401 - PPIN 16763 CUT WEEDS AND GRASS BOARD UP WINDOWS AND DOORS	09/10/18	1.00	EA	$75.00			
115 S. 10TH AVE 115 S. 10TH AVENUE, HATTIESBURG, MS, 39401 - PPIN 16772 CUT WEEDS AND GRASS	09/10/18	1.00	EA	$85.00			
2-028G-05-096 W.7TH 2-028G-05-096 W. 7TH STREET, HATTIESBURG, MS - PPIN 26172 CUT WEEDS AND GRASS	09/10/18	1.00	EA	$85.00			
1108 W. 4TH STREET 1108 W. 4TH STREET, HATTIESBURG, MS, 39401 - PPIN 26606 CUT WEEDS AND GRASS	09/10/18	1.00	EA	$125.00			

TOTAL BID PRICE $785.00

RECEIVED
SEP 19, 2018
AWARDED

9-19-18

Pg 2 of 2

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 9/11/18
Order Number . . 2724 OQ

ROSALIND J HAMILTON
dba HAMILTON TURNER SERVI
13739 ROBINDALE ROAD
GULFPORT MS 39503

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Hamilton-Turner Services

Phone Number . . 601 5454512

SIGNATURE [signature] DATE 9-13-18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: LOT CLEARING/LAWN MAINTENANCE-EXPEDITED PROPERTIES-CODE ENF

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
613 HALL AVE 613 HALL AVE, HATTIESBURG, MS, 39401 - PPIN 12856 CUT WEEDS AND GRASS SCOPE OF WORK FOR MOWING RESIDENTIAL LOTS SPECIFIC TO CITY OF HATTIESBURG 7 DAY EXPEDITED PROPERTY MAINTENANCE EFFORT: THE ADDRESSES WILL NEED TO BE MOWED AND FREE OF TRASH AND LITTER. JOB START TIME IS ASAP. MAY BE NEEDED: WEED EATERLY AND BLOWER. SCOPE OF WORK: CUT PROPERTIES IN A VERY TIMELY MANNER. DETAILED "LANDSCAPING" IS NOT REQUIRED. NEIGHBORING PROPERTIES AND STREETS ARE TO BE LEFT WITHOUT DEBRIS FROM CUTTING. ANY TRASH AND LITTER TO BE PICKED UP. IF BULK DEBRIS IS PRESENT, REPORT TO DIVISION MANAGER OF CODE ENFORCEMENT. NO NEED TO CALCULATE FOR DUMPING, FLAGGING, AND *ALL PRECURSORY LOGISTICS SUCH AS UTILITY ID, FLAGGING, AND PROPERTY VERIFICATION HAVE BEEN DONE BY CODE ENFORCEMENT.	09/10/18	1.00	EA	$150.00	-0-	9.15.18	
528 W. 4TH STREET 528 W. 4TH ST, HATTIESBURG, MS, 39401 - PPIN 19709 CUT WEEDS AND GRASS	09/10/18	1.00	EA	$150.00	-0-	9.16.18	
407 NORTH STREET 407 NORTH STREET, HATTIESBURG, MS 39401 - PPIN 14469 CUT WEEDS AND GRASS	09/10/18	1.00	EA	$150.00	-0-	9.17.18	
1016 DEWEY STREET 1016 DEWEY ST, HATTIESBURG, MS, 39401 - PPIN 15188 CUT WEEDS AND GRASS	09/10/18	1.00	EA	$150.00	-0-	9.18.18	
212 TIMOTHY LANE 212 TIMOTHY LANE, HATTIESBURG, MS, 39401 - PPIN 21776	09/10/18	1.00	EA	$150.00	-0-	9.19.18	

PROJECT LINE: LOT CLEARING/LAWN MAINTENANCE-EXPEDITED PROPERTIES-CODE ENF

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
CUT WEEDS AND GRASS							
102 S. 11TH AVE 102 S. 11TH AVENUE, HATTIESBURG, MS, 39401 - PPIN 16763 CUT WEEDS AND GRASS BOARD UP WINDOWS AND DOORS	09/10/18	1.00	EA	$600.00	-0-	9.20.18	9.25.18
115 S. 10TH AVE 115 S. 10TH AVENUE, HATTIESBURG, MS, 39401 - PPIN 16772 CUT WEEDS AND GRASS	09/10/18	1.00	EA	$150.00	-0-	9.20.18	9.25.18
2-028G-05-096 W.7TH 2-028G-05-096 W. 7TH STREET, HATTIESBURG, MS - PPIN 26172 CUT WEEDS AND GRASS	09/10/18	1.00	EA	$150.00	-0-	9.21.18	9.25.18
1108 W. 4TH STREET 1108 W. 4TH STREET, HATTIESBURG, MS, 39401 - PPIN 26606 CUT WEEDS AND GRASS	09/10/18	1.00	EA	$150.00	-0-	9.16.18	9.25.18

TOTAL BID PRICE $1,800.00

P. 003/003
FAX No.
SEP/13/2018/THU 11:54 AM

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
P U R C H A S E O R D E R

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 09/19/18

PO No. - 183063

Req No. - 2725

VENDOR MAILING:
EDKO LLC
PO BOX 1577
TUSCALOOSA AL 35403-1577

JONES, ANN (601) 5454661
MINUTE BOOK # PENDING
VENDOR # 90087221

SHIP TO :
CITY OF HATTIESBURG
SEE BELOW FOR DELIVERY

PROCESSING CODE:

PROJECT LINE: CITY WIDE DRAINAGE DITCHES-CHEMICAL MAINTENANCE APPLICATION

SEND METHOD 1 (318)4246562

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001206.6360	VENDOR SHALL PROVIDE MATERIAL, LABOR AND EQUIPMENT TO PROVIDE CHEMICAL SPRAY/HERBICIDE APPLICATION AND AQUATIC BRUSH CONTROL IN CITY DITCHES AND RELIEF WATERWAYS ROW IN THE CITY OF HATTIESBURG. THE SERVICE WILL BE FOR THE FALL APPLICATION ONLY. ALL AQUATIC VEGETATION ACTIVELY GROWING IN THE WATERWAYS WILL ALSO NEED TARGET SPOT-APPLICATION. ALL PRODUCTS USED SHALL BE APPROPRATELY LABELED FOR AQUATIC ENVIRONMENTS. CONTRACTOR SHALL PROVIDE COPY OF LICENSE & GENERAL LIABLITY INSURANCE WITH A MINIMUM AMOUNT COVERAGE OF $500,000.00.	1.00	EA	16,556.0000	16,556.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 16,556.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No 1
Date 9/11/18
Order Number 2725 OQ

EDKO LLC
PO BOX 1577
TUSCALOOSA AL 35403-1577

Mail To

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Chase Atwood

Phone Number 601 5454512

SIGNATURE Chase Atwood DATE 9-18-2018

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CITY WIDE DRAINAGE DITCHES-CHEMICAL MAINTENANCE APPLICATION

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
VENDOR SHALL PROVIDE MATERIAL, LABOR AND EQUIPMENT TO PROVIDE CHEMICAL SPRAY/HERBICIDE APPLICATION AND AQUATIC BRUSH CONTROL IN CITY DITCHES AND RELIEF WATERWAYS ROW IN THE CITY OF HATTIESBURG. THE SERVICE WILL BE FOR THE FALL APPLICATION ONLY. ALL AQUATIC VEGETATION ACTIVELY GROWING IN THE WATERWAYS WILL ALSO NEED TARGET SPOT APPLICATION. ALL PRODUCTS USED SHALL BE APPROPRIATELY LABELED FOR AQUATIC ENVIRONMENTS. CONTRACTOR SHALL PROVIDE COPY OF LICENSE & GENERAL LIABILITY INSURANCE WITH A MINIMUM AMOUNT COVERAGE OF $500,000.00.	09/11/18	1.00	EA	$16,556.00	$16,556.00	10/3/2018	10/29/2018

TOTAL BID PRICE $16,556.00

RECEIVED
SEP 19, 2019
AWARDED

9-18-18

13530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 9/11/18
Order Number . . 2725 OQ

CHEMPRO SERVICES
3311 GULF BREEZE PKWY. #3
GULF BREEZE FL 32563

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME ChemPro Services, Inc. -Jamie Rauch Phone Number . . 601 5454512

SIGNATURE Jamie Rauch DATE 9-17-18 Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CITY WIDE DRAINAGE DITCHES-CHEMICAL MAINTENANCE APPLICATION

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
VENDOR SHALL PROVIDE MATERIAL, LABOR AND EQUIPMENT TO PROVIDE CHEMICAL SPRAY/HERBICIDE APPLICATION AND AQUATIC BRUSH CONTROL IN CITY DITCHES AND RELIEF WATERWAYS ROW IN THE CITY OF HATTIESBURG. THE SERVICE WILL BE FOR THE FALL APPLICATION ONLY. ALL AQUATIC VEGETATION ACTIVELY GROWING IN THE WATERWAYS WILL ALSO NEED TARGET SPOT-APPLICATION. ALL PRODUCTS USED SHALL BE APPROPRIATELY LABELED FOR AQUATIC ENVIRONMENTS. CONTRACTOR SHALL PROVIDE COPY OF LICENSE & GENERAL LIABILITY INSURANCE WITH A MINIMUM AMOUNT COVERAGE OF $500,000.00.	09/11/18	1.00	EA	18,750.00	18,750.00	10-1-18 ↓ or when requested	9-17-19

TOTAL BID PRICE 18,750.00

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
P U R C H A S E O R D E R

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 10/05/18

PO No. - 183271

Req No. - 2727

VENDOR MAILING:
DCD CONSTRUCTION, INC
6512 ROSE FARM ROAD
OCEAN SPRINGS MS 39564

WAITS, SHARON (601) 5454640
MINUTE BOOK # PENDING
VENDOR # 00110565

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: CROSS WALKS AT N.31ST & HARDY STREET

SEND METHOD 1 (228)8720709

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
072201.7225.16	PRESSURE WASHING See attached Plans, Project Requirements and Traffic Control requirements.	1630.00	EA	2.5000	4,075.00
072201.7225.16	REMOVE EXIST THERMO	90.00	EA	22.0000	1,980.00
072201.7225.16	CONCRETE STAINING	1630.00	EA	8.0000	13,040.00
072201.7225.16	CONCRETE SCORING	1910.00	EA	5.0000	9,550.00
072201.7225.16	CONCRETE SEALING	1630.00	EA	3.0000	4,890.00
072201.7225.16	BURNDOWN STRIPE	90.00	EA	26.0000	2,340.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 35,875.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. . . 1
Date - . . . 9/11/18
Order Number 2727 OQ

DCD CONSTRUCTION, INC
6512 ROSE FARM ROAD
OCEAN SPRINGS MS 39564

Mail To

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Elliot Davis, President

Phone Number . . 601 5454512

SIGNATURE _____ DATE 10/02/2018

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CROSS WALKS AT N.31ST & HARDY STREET

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
PRESSURE WASHING See attached Plans, Project Requirements and Traffic Control requirements.	09/14/18	1630.00	EA	2.50	4,075.00	10/02/18	11/14/18
REMOVE EXIST THERMO	09/14/18	90.00	EA	22.00	1,980.00	10/02/18	11/14/18
CONCRETE STAINING	09/14/18	1630.00	EA	8.00	13,040.00	10/02/18	11/14/18
CONCRETE SCORING	09/14/18	1910.00	EA	5.00	9,550.00	10/02/18	11/14/18
CONCRETE SEALING	09/14/18	1630.00	EA	3.00	4,890.00	10/02/18	11/14/18
BURNDOWN STRIPE	09/14/18	90.00	EA	26.00	2,340.00	10/02/18	11/14/18

TOTAL BID PRICE $35,875.00

RECEIVED
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AWARDED

Lara Cutts

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 9/11/18
Order Number . . 2727 OQ

RJM MCQUEEN

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Pamela C Griffith

SIGNATURE Pamela C Griffith DATE 10/3/18

Phone Number . . 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CROSS WALKS AT N.31ST & HARDY STREET

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
PRESSURE WASHING See attached Plans, Project Requirements and Traffic Control requirements.	09/14/18	1630.00	EA				
REMOVE EXIST THERMO	09/14/18	90.00	EA	30.00	2,700.	1/7/19	11/2/18
CONCRETE STAINING	09/14/18	1630.00	EA	8.00	13,040.	1/7/19	11/2/18
CONCRETE SCORING	09/14/18	1910.00	EA	3.00	5730.	1/7/19	11/2/18
CONCRETE SEALING	09/14/18	1630.00	EA	12.50	20,375.	1/7/19	11/2/18
BURNDOWN STRIPE	09/14/18	90.00	EA	50.00	4,500.	1/7/19	11/2/18

TOTAL BID PRICE 46,345.00

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 10/05/18
Order Number . . 2727 OQ

RJM MCQUEEN CONTRACTING I
80 RAMSEY MCQUEEN ROAD
COLLINS MS 39428

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME_____

SIGNATURE_____DATE_____

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CROSS WALKS AT N.31ST & HARDY STREET

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
PRESSURE WASHING See attached Plans, Project Requirements and Traffic Control requirements.	09/14/18	1630.00	EA				
REMOVE EXIST THERMO	09/14/18	90.00	EA				
CONCRETE STAINING	09/14/18	1630.00	EA				
CONCRETE SCORING	09/14/18	1910.00	EA				
CONCRETE SEALING	09/14/18	1630.00	EA				
BURNDOWN STRIPE	09/14/18	90.00	EA				

TOTAL BID PRICE_____

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. . . . 1
Date 9/11/18
Order Number . . 2727 OQ

SOUTHWEST DESIGN
Southwest Design & Landscaping, LLC
2083 Highway 98 East McComb, MS 39648

Mail To . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Jeff Paden

SIGNATURE Jeff Paden DATE 10/4/2018

Phone Number . . 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CROSS WALKS AT N.31ST & HARDY STREET

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
PRESSURE WASHING See attached Plans, Project Requirements and Traffic Control requirements.	09/14/18	1630.00	EA	4.00	6,520.00	10/4/2018	11/4/2018
REMOVE EXIST THERMO	09/14/18	90.00	EA	20.00	1,800.00	10/4/2018	11/4/2018
CONCRETE STAINING	09/14/18	1630.00	EA	15.50	25,265.00	10/4/2018	11/4/2018
CONCRETE SCORING	09/14/18	1910.00	EA	5.80	11,078.00	10/4/2018	11/4/2018
CONCRETE SEALING	09/14/18	1630.00	EA	4.00	6,520.00	10/4/2018	11/4/2018
BURNDOWN STRIPE	09/14/18	90.00	EA	20.00	1,800.00	10/4/2018	11/4/2018

TOTAL BID PRICE $52,983.00

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 10/05/18
Order Number . . 2727 OQ

SOUTHWEST DESIGN & LANDSC
2083 HIGHWAY 98 E
MCCOMB MS 39648-9456

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME_____

SIGNATURE_____DATE_____

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CROSS WALKS AT N.31ST & HARDY STREET

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
PRESSURE WASHING See attached Plans, Project Requirements and Traffic Control requirements.	09/14/18	1630.00	EA				
REMOVE EXIST THERMO	09/14/18	90.00	EA				
CONCRETE STAINING	09/14/18	1630.00	EA				
CONCRETE SCORING	09/14/18	1910.00	EA				
CONCRETE SEALING	09/14/18	1630.00	EA				
BURNDOWN STRIPE	09/14/18	90.00	EA				

TOTAL BID PRICE_____

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
P U R C H A S E O R D E R

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 10/05/18
PO No. - 183280
Req No. - 2729

VENDOR MAILING:
HOLLIMAN CONSTRUCTION
145 HINTON DR
HATTIESBURG MS 39401-8406

LONDON, SYLVESTER (601) 5454512
MINUTE BOOK # PENDING
VENDOR # 00078325

SHIP TO :
CITY OF HATTIESBURG
CITY HALL-URBAN DEVELOPMENT/C.D.B.G.
200 FORREST STREET - 1ST FLOOR
HATTIESBURG MS 39401

PROCESSING CODE:
SEND METHOD 1 ( )

PROJECT LINE: FAIR HOUSING PROJECT REPAIRS COM DEVELOPMENT DIVISION

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001095.6049	310 BOWLING STEET SEE AND COMPLETE ATTACHED DOCUMENT **PROJECT WORK MUST BE COMPLETED AND FINAL CERTIFICATE SIGNED BY DECEMBER, 14, 2018	1.00	EA	4,380.0000	4,380.00
001095.6049	106 RUBY AVENUE SEE AND COMPLETE ATTACHED DOCUMENT **PROJECT WORK MUST BE COMPLETED AND FINAL CERTIFICATE SIGNED BY DECEMBER, 14, 2018	1.00	EA	775.0000	775.00
001095.6049	111 MELWOOD DRIVE SEE AND COMPLETE ATTACHED DOCUMENT **PROJECT WORK MUST BE COMPLETED AND FINAL CERTIFICATE SIGNED BY DECEMBER, 14, 2018	1.00	EA	1,360.0000	1,360.00
001095.6049	222 JD RANDOLPH ST SEE AND COMPLETE ATTACHED DOCUMENT **PROJECT WORK MUST BE COMPLETED AND FINAL CERTIFICATE SIGNED BY DECEMBER, 14, 2018	1.00	EA	3,790.0000	3,790.00
001095.6049	121 TUSCAN AVENUE SEE AND COMPLETE ATTACHED DOCUMENT **PROJECT WORK MUST BE COMPLETED AND FINAL CERTIFICATE SIGNED BY DECEMBER, 14, 2018	1.00	EA	3,650.0000	3,650.00
001095.6049	1203 DABBS STREET SEE AND COMPLETE ATTACHED DOCUMENT **PROJECT WORK MUST BE COMPLETED AND FINAL CERTIFICATE SIGNED BY DECEMBER, 14, 2018	1.00	EA	995.0000	995.00
001095.6049	401 MILTON BARNES A VENUE SEE AND COMPLETE ATTACHED DOCUMENT **PROJECT WORK MUST BE COMPLETED AND FINAL CERTIFICATE SIGNED BY DECEMBER, 14, 2018	1.00	EA	1,760.0000	1,760.00
001095.6049	408 J.C. KILLINSWOR RTH DRIVE SEE AND COMPLETE ATTACHED DOCUMENT **PROJECT WORK MUST BE COMPLETED AND FINAL CERTIFICATE SIGNED BY DECEMBER, 14, 2018	1.00	EA	640.0000	640.00
	TOTAL CONTRACT AMOUNT NOT TO EXCEED				17,350.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 9/21/18
Order Number 2729 00

HOLLIMAN CONSTRUCTION
145 HINTON DR
HATTIESBURG MS 39401-8406

Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W PIKE ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Curtis Holliman

Phone Number 601 5454513

SIGNATURE Curtis Holliman DATE 9-27-18 Shipping terms are F.O.B, destination, freight prepaid

PROJECT LINE: FAIR HOUSING PROJECT REPAIRS COM DEVELOPMENT DIVISION

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
310 BOWLING STREET SEE AND COMPLETE ATTACHED DOCUMENT **PROJECT WORK MUST BE COMPLETED AND FINAL CERTIFICATE SIGNED BY DECEMBER 14, 2018	09/21/18	1.00	EA	4380.00			
106 RUBY AVENUE SEE AND COMPLETE ATTACHED DOCUMENT **PROJECT WORK MUST BE COMPLETED AND FINAL CERTIFICATE SIGNED BY DECEMBER 14, 2018	09/21/18	1.00	EA	775.00			
111 MELWOOD DRIVE SEE AND COMPLETE ATTACHED DOCUMENT **PROJECT WORK MUST BE COMPLETED AND FINAL CERTIFICATE SIGNED BY DECEMBER, 14, 2018	09/21/18	1.00	EA	1360.00			
222 JD RANDOLPH ST SEE AND COMPLETE ATTACHED DOCUMENT **PROJECT WORK MUST BE COMPLETED AND FINAL CERTIFICATE SIGNED BY DECEMBER, 14, 2018	09/21/18	1.00	EA	3790.00			
121 TUSCAN AVENUE SEE AND COMPLETE ATTACHED DOCUMENT **PROJECT WORK MUST BE COMPLETED AND FINAL CERTIFICATE SIGNED BY DECEMBER 14, 2018	09/21/18	1.00	EA	3650.00			
1203 BABBS STREET SEE AND COMPLETE ATTACHED DOCUMENT **PROJECT WORK MUST BE COMPLETED AND	09/21/18	1.00	EA	995.00			

10-2-18

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 2
Date 9/21/18
Order Number 2729 OQ

PROJECT LINE: FAIR HOUSING PROJECT REPAIRS COM DEVELOPMENT DIVISION

ITEM DESCRIPTION	Request Date	QTY		Unit Price	Extended Cost	Delivery Date	Expired Date
FINAL CERTIFICATE SIGNED BY DECEMBER, 14, 2018							
401 MILTON BARNES A VENUE SEE AND COMPLETE ATTACHED DOCUMENT **PROJECT WORK MUST BE COMPLETED AND FINAL CERTIFICATE SIGNED BY DECEMBER, 14, 2018	09/21/18	1.00	EA	1760.00			
408 J.C. KILLINSWOR RTH DRIVE SEE AND COMPLETE ATTACHED DOCUMENT **PROJECT WORK MUST BE COMPLETED AND FINAL CERTIFICATE SIGNED BY DECEMBER, 14, 2018	09/21/18	1.00	EA	640.00			

TOTAL BID PRICE

RECEIVED
OCT 5 2018
AWARDED

10-2-18

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 9/21/18
Order Number . . 2729 OQ

BRADLEY HOME IMPROVEMENT
4117 HWY 26 WEST
LUCEDALE MS 39452

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Billy Bradley

SIGNATURE Billy Bradley DATE 9-25-18

Phone Number . . 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: FAIR HOUSING PROJECT REPAIRS COM DEVELOPMENT DIVISION

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
310 BOWLING STEET SEE AND COMPLETE ATTACHED DOCUMENT **PROJECT WORK MUST BE COMPLETED AND FINAL CERTIFICATE SIGNED BY DECEMBER, 14, 2018	09/21/18	1.00	EA	$3,045			
106 RUBY AVENUE SEE AND COMPLETE ATTACHED DOCUMENT **PROJECT WORK MUST BE COMPLETED AND FINAL CERTIFICATE SIGNED BY DECEMBER, 14, 2018	09/21/18	1.00	EA	$1,500			
111 MELWOOD DRIVE SEE AND COMPLETE ATTACHED DOCUMENT **PROJECT WORK MUST BE COMPLETED AND FINAL CERTIFICATE SIGNED BY DECEMBER, 14, 2018	09/21/18	1.00	EA	$1,800			
222 JD RANDOLPH ST SEE AND COMPLETE ATTACHED DOCUMENT **PROJECT WORK MUST BE COMPLETED AND FINAL CERTIFICATE SIGNED BY DECEMBER, 14, 2018	09/21/18	1.00	EA	$4,900			
121 TUSCAN AVENUE SEE AND COMPLETE ATTACHED DOCUMENT **PROJECT WORK MUST BE COMPLETED AND FINAL CERTIFICATE SIGNED BY DECEMBER, 14, 2018	09/21/18	1.00	EA	$4,150			
1203 DABBS STREET SEE AND COMPLETE ATTACHED DOCUMENT **PROJECT WORK MUST BE COMPLETED AND	09/21/18	1.00	EA	$1,025			

PROJECT LINE: FAIR HOUSING PROJECT REPAIRS COM DEVELOPMENT DIVISION

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
FINAL CERTIFICATE SIGNED BY DECEMBER. 14. 2018							
401 MILTON BARNES A VENUE SEE AND COMPLETE ATTACHED DOCUMENT **PROJECT WORK MUST BE COMPLETED AND FINAL CERTIFICATE SIGNED BY DECEMBER. 14. 2018	09/21/18	1.00	EA	$2200			
408 J.C. KILLINSWOR RTH DRIVE SEE AND COMPLETE ATTACHED DOCUMENT **PROJECT WORK MUST BE COMPLETED AND FINAL CERTIFICATE SIGNED BY DECEMBER. 14. 2018	09/21/18	1.00	EA	$575			

TOTAL BID PRICE $19,195

QUOTE REQUEST RESPONSE FORM

Date 9/21/18
Order Number . . 2729 OQ

NORRIS CONSTRUCTION
57 CARTER DR
SEMINARY MS 39479

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Elizabeth Norris

SIGNATURE Elizabeth Norris DATE 9/28/18

Phone Number . . 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: FAIR HOUSING PROJECT REPAIRS COM DEVELOPMENT DIVISION

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
310 BOWLING STEET SEE AND COMPLETE ATTACHED DOCUMENT **PROJECT WORK MUST BE COMPLETED AND FINAL CERTIFICATE SIGNED BY DECEMBER, 14, 2018	09/21/18	1.00	EA	$6,850.00			
106 RUBY AVENUE SEE AND COMPLETE ATTACHED DOCUMENT **PROJECT WORK MUST BE COMPLETED AND FINAL CERTIFICATE SIGNED BY DECEMBER, 14, 2018	09/21/18	1.00	EA	$875.00			
111 MELWOOD DRIVE SEE AND COMPLETE ATTACHED DOCUMENT **PROJECT WORK MUST BE COMPLETED AND FINAL CERTIFICATE SIGNED BY DECEMBER, 14, 2018	09/21/18	1.00	EA	$4,400.00			
222 JD RANDOLPH ST SEE AND COMPLETE ATTACHED DOCUMENT **PROJECT WORK MUST BE COMPLETED AND FINAL CERTIFICATE SIGNED BY DECEMBER, 14, 2018	09/21/18	1.00	EA	$6,850.00			
121 TUSCAN AVENUE SEE AND COMPLETE ATTACHED DOCUMENT **PROJECT WORK MUST BE COMPLETED AND FINAL CERTIFICATE SIGNED BY DECEMBER, 14, 2018	09/21/18	1.00	EA	$5,400.00			
1203 DABBS STREET SEE AND COMPLETE ATTACHED DOCUMENT **PROJECT WORK MUST BE COMPLETED AND	09/21/18	1.00	EA	$1,800.00			

QUOTE REQUEST RESPONSE FORM

Page No. 2
Date 9/21/18
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PROJECT LINE: FAIR HOUSING PROJECT REPAIRS COM DEVELOPMENT DIVISION

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
FINAL CERTIFICATE SIGNED BY DECEMBER, 14, 2018							
401 MILTON BARNES A VENUE SEE AND COMPLETE ATTACHED DOCUMENT **PROJECT WORK MUST BE COMPLETED AND FINAL CERTIFICATE SIGNED BY DECEMBER, 14, 2018	09/21/18	1.00	EA	$5,250.00			
408 J.C. KILLINSWOR RTH DRIVE SEE AND COMPLETE ATTACHED DOCUMENT **PROJECT WORK MUST BE COMPLETED AND FINAL CERTIFICATE SIGNED BY DECEMBER, 14, 2018	09/21/18	1.00	EA	$750.00			

TOTAL BID PRICE $32,175.00

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
P U R C H A S E O R D E R

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 10/15/18

PO No. - 183627

Req No. - 2733

VENDOR MAILING:
PINE BELT CDJR, INC
401 BROADWAY DR
PO BOX 71
HATTIESBURG MS 39403-0071

LEWIS, AKIRA (601) 5454667
MINUTE BOOK # PENDING
VENDOR # 00001753

SHIP TO :
CITY OF HATTIESBURG
GROUNDS MAINTENANCE
139 PARKWAY BLVD
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: TRUCK UNIT 18559-MOTOR REPLACEMENT WITH REPAIR

SEND METHOD 1 (601)5453072

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
002300.5700	REMAN MOTOR ASSEMBLY FOR A 2012 DODGE RAM 2500 VIN# 3C6TD4CT6CG220975 DESCRIPTION OF PROBLEM:MOTOR LOCKED UP	1.00	EA	4,730.3700	4,730.37
002300.6384	LABOR	1.00	EA	1,350.0000	1,350.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 6,080.37

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 10/09/18
Order Number . . 2733 OQ

PINE BELT CDJR, INC.
401 BROADWAY DR
PO BOX 71
HATTIESBURG MS 39403-0071

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Jennifer Yates

SIGNATURE Jennifer Yates DATE 10/9/18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: TRUCK UNIT 18559-MOTOR REPLACEMENT WITH REPAIR

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
REMAN MOTOR ASSEMBLY FOR A 2012 DODGE RAM 2500 VIN# 3C6TD4CT6CG220975 DESCRIPTION OF PROBLEM:MOTOR LOCKED UP	10/08/18	1.00	EA	~~$3039.28~~ $2780.37	~~$4130.37~~	TWK	~~11-9-18~~
LABOR	10/08/18	1.00	EA	1800.00	$1350.00	from delivery	11-9-18

TOTAL BID PRICE $6,080.37

RECEIVED
OCT 15 2018
AWARDED

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 10/09/18
Order Number 2[illegible]

[illegible] AUTOMOTIVE REPAIR
[illegible] HIGHWAY 42
HATTIESBURG MS 39401-2870

Mail To : CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Gary Gleason

Phone Number : 601 5454512

SIGNATURE Gary Gleason DATE 10/8/18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: TRUCK UNIT 18559 MOTOR REPLACEMENT WITH REPAIR

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
REMAN MOTOR ASSEMBLY FOR A 2012 DODGE RAM 2500 VIN# 3C6TD4CT6CG220975 DESCRIPTION OF PROBLEM MOTOR LOCKED UP	10/08/18	1.00	EA	5135.00	5135.00	10/19/18	
LABOR	10/08/18	1.00	EA	1330.00	1330.00		

TOTAL BID PRICE 6465.00

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 10/09/18
Order Number . . 2733 OQ

GLOBAL ONE INC
AAMCO TRANSMISSION
2101 W PINE ST
HATTIESBURG MS 39402-2839

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME GEORGE CLARK

Phone Number . . 601 5454512

SIGNATURE George Clark DATE 10/10/18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: TRUCK UNIT 18559-MOTOR REPLACEMENT WITH REPAIR

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
REMAN MOTOR ASSEMBLY FOR A 2012 DODGE RAM 2500 VIN# 3C6TD4CT6CG220975 DESCRIPTION OF PROBLEM:MOTOR LOCKED UP	10/08/18	1.00	EA	6,309.56	6,309.56	10/26/18	11/10/18
LABOR	10/08/18	1.00	EA	1,710.00	1,710.00	10/26/18	11/10/18

TOTAL BID PRICE 8014.56

4 year unlimited Mileage Warranty

10/10/2018 12:54PM 6012680555 AAMCO PAGE 01/02

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 10/24/18

PO No. - 183914

Req No. - 2735

VENDOR MAILING:
A & R FARM AND GARDEN
5367 OLD HIGHWAY 42
HATTIESBURG MS 39401-1366

LEWIS, AKIRA (601) 5454667
MINUTE BOOK # PENDING
VENDOR # 00001008

SHIP TO :
CITY OF HATTIESBURG
GROUNDS MAINTENANCE
139 PARKWAY BLVD
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: RYE GRASS SEED FOR ALL BALLFIELDS/ENHANCEMENT AREAS

SEND METHOD 1 (601)5820120

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
002300.5440	ANNUAL TURF TYPE RYE GRASS SEED-NUSPRINT OR TXR OR APPROVED EQUAL VENDOR SHALL PROVIDE SEED DOCUMENTATION WITH BID-ALL BALLFIELDS RYE GRASS WILL BE ANNUAL SHORT RYE GRASS	270.00	EA	42.2500	11,407.50
002300.5440	GULF ANNUAL RYE GRASS SEED	150.00	EA	35.5000	5,325.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 16,732.50

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 10/17/18
Order Number . . 2735 OQ

A & R FARM AND GARDEN
5367 OLD HIGHWAY 42
HATTIESBURG MS 39401-1366

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME A+R Farm + Garden

Phone Number . . 601 5454512

SIGNATURE Blaine Rawls DATE 10/19/2018 Shipping terms are F.O.B. destination, freight prepaid
Blaine Rawls

PROJECT LINE: RYE GRASS SEED FOR ALL BALLFIELDS/ENHANCEMENT AREAS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
ANNUAL TURF TYPE RYE GRASS SEED-NUSPRINT OR TXR OR APPROVED EQUAL VENDOR SHALL PROVIDE SEED DOCUMENTATION WITH BID-ALL BALLFIELDS RYE GRASS WILL BE ANNUAL SHORT RYE GRASS	10/17/18	270.00	PA	42.25	$11,407.50	11/12/18	11/12/18
GULF ANNUAL RYE GRASS SEED	10/17/18	150.00	EA	35.50	$5325.00		

TOTAL BID PRICE $16,732.50

RECEIVED
OCT 24 2018
AWARDED

4550

10/17/2018 WED 8:21 FAX

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CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 10/17/18
Order Number . . 2735 OQ

AGRI AFC LLC
203 WISTERIA DR
HATTIESBURG MS 39401-7839

Mail To. . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Agri-AFC, LLC

Phone Number . . 601 5454512

SIGNATURE [signature] DATE 10/22/18

Shipping terms are F.O.B. destination freight prepaid

PROJECT LINE: RYE GRASS SEED FOR ALL BALLFIELDS/ENHANCEMENT AREAS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
Rapid Fire 50# Ove-seed mix ANNUAL TURF TYPE RYE GRASS SEED-NUSPRINT OR TXR OR APPROVED EQUAL VENDOR SHALL PROVIDE SEED DOCUMENTATION WITH BID-ALL BALLFIELDS RYE GRASS WILL BE ANNUAL SHORT RYE GRASS	10/17/18	270.00	EA	49.90	13,473.00	10/22/18	12/15/18
GULF ANNUAL RYE GRASS SEED	10/17/18	150.00	EA	32.00	4800.00	10/22/18	12/15/18

TOTAL BID PRICE 18,273.00

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
P U R C H A S E O R D E R

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 10/23/18
PO No. - 183890
Req No. - 2736

VENDOR MAILING:
FLEET SAFETY EQUIPMENT INC
2188 SPICER COVE
MEMPHIS TN 38134

MCGINTY, DESTINY (601) 5454506

VENDOR # 00061432

SHIP TO :
CITY OF HATTIESBURG
NOT APPLICABLE

PROCESSING CODE:

PROJECT LINE: K9 KENNELS FOR 2008-2009 TAHOE

SEND METHOD 1 (901)3775633

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001100.5700	K9 KENNELS K9 KENNELS TO COVER THE REAR/PRISONERS TRANSPORT OF 2008-2009 TAHOE. RUBBER MAT, DOOR POPPER SYSTEM, HEAT ALARM, FANS HEAT ALARM SYSTEM, NO SPILL WATER DISH CONTACT CAPTAIN HARRIS @ 601.297.9212	2.00	EA	3,450.0000	6,900.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 6,900.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 10/17/18
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FLEET SAFETY EQUIPMENT IN
2188 SPICER COVE
MEMPHIS TN 38134

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME David Lyle

SIGNATURE David Lyle DATE 10/19/18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: K9 KENNELS FOR 2008-2009 TAHOE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
K9 KENNELS K9 KENNELS TO COVER THE REAR/PRISONERS TRANSPORT OF 2008-2009 TAHOE. RUBBER MAT, DOOR POPPER SYSTEM, HEAT ALARM, FANS HEAT ALARM SYSTEM, NO SPILL WATER DISH CONTACT CAPTAIN HARRIS @ 601.297.9212	10/17/18	2.00	EA	3450.00	6900.00	5 weeks	11/1/18

TOTAL BID PRICE 6900.00

approved / 10/23/2018
atty J.L.

RECEIVED
OCT 23 2018
AWARDED

ROPER SUPPLY CO LLC
801 N BEECH ST
PO BOX 367
PICAYUNE MS 39466-0367

Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Roper Supply Co

Phone Number 601 5454512

SIGNATURE [signature] DATE

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: K9 KENNELS FOR 2008-2009 TAHOE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
K9 KENNELS K9 KENNELS TO COVER THE REAR/PRISONERS TRANSPORT OF 2008-2009 TAHOE. RUBBER MAT, DOOR POPPER SYSTEM, HEAT ALARM, FANS HEAT ALARM SYSTEM, NO SPILL WATER DISH CONTACT CAPTAIN HARRIS @ 601.297.9212	10/17/18	2.00	EA	4024.45	8040.90	35 Days	12-17-18

Haus: K9-C20 K9 Insert Tah 07-14
K9-A-201 K9 ACSY HTPOP HD.SP
K9-A-103 K9, ACSY, H2O BOWL, SP
K9-A-301 K9, ACSY, HTLRM, HTPOP, OPT, 1-FAN, 10", S
(Includes Mat)

Delivery 35 Days Approx

TOTAL BID PRICE 8040.90

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 10/17/18
Order Number . . 2736 OQ

TIMOTHY D JACKSON
dba AFFORDABLE EMERGENCY
5556 OLD HWY 42
HATTIESBURG MS 39401-6339

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Timothy D. Jackson

SIGNATURE [signature] DATE 10/18/18

Phone Number . . 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: K9 KENNELS FOR 2008-2009 TAHOE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
K9 KENNELS K9 KENNELS TO COVER THE REAR/PRISONERS TRANSPORT OF 2008-2009 TAHOE. RUBBER MAT, DOOR POPPER SYSTEM, HEAT ALARM, FANS HEAT ALARM SYSTEM, NO SPILL WATER DISH CONTACT CAPTAIN HARRIS @ 601.297.9212	10/17/18	2.00	EA	5574.60	11,149.20	11/20/18	01/30/19

TOTAL BID PRICE 11,149.20

p.1
6015440480
South State Enterprises
Oct 18 18 05:04p

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
P U R C H A S E O R D E R

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 10/25/18
PO No. - 183947
Req No. - 2738

VENDOR MAILING:
B & B TRANSPORTATION, LLC
1099 LEEVILLE ROAD
PETAL MS 39465-1099

MCGINTY, DESTINY (601) 5454506

VENDOR # 00110784

SHIP TO :
CITY OF HATTIESBURG
NOT APPLICABLE

PROCESSING CODE:

PROJECT LINE: BLOCKING, LEVELING,ANCHOR & TRIMMING OF EXTERIOR

SEND METHOD 1 ( )

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
019100.6049	6 TRAILERS COVER BLOCKING, LEVELING, ANCHORING AND TRIMMING THE EXTERIOR (SETUP SHOULD INCLUDE ENCLOSING THE ROOF AND SEALING WITH RUBBER MATE LINE TAPE (WATER PROOF) 6 TRAILER COMPLEX TO BE MOVED TO A SPECIFIED LOCATION AT 53 ACADEMY DRIVE. CONTACT 601.297.9212 FOR LOCATION	1.00	EA	19,750.0000	19,750.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 19,750.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
CITY CLERK

49550

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 10/22/18
Order Number . . 2738 CQ

B & B TRANSPORTATION, LLC
1099 LEEVILLE ROAD
PETAL MS 39465-1099

Mail To, ... CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME William E Grayson

Phone Number . . 601 5454512

SIGNATURE William E Grayson 10/24/2018

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: BLOCKING, LEVELING,ANCHOR & TRIMMING OF EXTERIOR

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
6 TRAILERS COVER BLOCKING, LEVELING, ANCHORING AND TRIMMING THE EXTERIOR (SETUP SHOULD INCLUDE ENCLOSING THE ROOF AND SEALING WITH RUBBER MATE LINE TAPE (WATER PROOF) 6 TRAILER COMPLEX TO BE MOVED TO A SPECIFIED LOCATION AT 53 AGADEMY DRIVE. CONTACT 601.297.9212 FOR LOCATION	10/22/18	1.00	EA	$ 19750	19,750	11/5/2018	12/4/2018

TOTAL BID PRICE * 19,750 ∞

Approved / 10/25/2018

RECEIVED
OCT 25 2018
AWARDED

10/24/2018 16:15 FAX 0001/0001

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 10/22/18
Order Number . . 2738 QQ

GMH SERVICES, LLC
5988 PLANTATION ROAD
THEIDIRE AL 36582

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Gerald Gay

Phone Number . . 601 5454512

SIGNATURE Gerald Gay DATE 10/22/18 Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: BLOCKING, LEVELING,ANCHOR & TRIMMING OF EXTERIOR

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
6 TRAILERS COVER BLOCKING, LEVELING, ANCHORING AND TRIMMING THE EXTERIOR (SETUP SHOULD INCLUDE ENCLOSING THE ROOF AND SEALING WITH RUBBER MATE LINE TAPE (WATER PROOF) 6 TRAILER COMPLEX TO BE MOVED TO A SPECIFIED LOCATION AT 53 ACADEMY DRIVE. CONTACT 601.297.9212 FOR LOCATION	10/22/18	1.00	EA				

TOTAL BID PRICE $23,000

* This does not include any reassembly of interior, which means the ceiling. because it is inside the trailer.

Oct 24 18 05:22p GMH SERVICES p.2
10/24/2018 WED 8:45 FAX 6015456661 Hattiesburg Purchasing 004/004

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-545-6661

CITY OF HATTIESBURG
P U R C H A S E O R D E R

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 10/26/18
PO No. - 184031
Req No. - 2740

VENDOR MAILING:
SACKS INC
200 E PINE ST
PO BOX 1241
HATTIESBRUG MS 39403-1241

DANIELS, ROBERT (601) 5823311
MINUTE BOOK # PENDING
VENDOR # 00002066

SHIP TO :
CITY OF HATTIESBURG
MERCHANDISE ORDERED WILL BE PICKED UP

PROCESSING CODE:

PROJECT LINE: FIRE DEPARTMENT JACKETS

SEND METHOD 1 (888)7406278

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001160.5700	RN 88051, TRI MOUNTAIN 6400 FLIGHT JACKET, COLOR: NAVY BLUE, SIZE: S, ALL JACKETS WILL HAVE 1/4" X 3 1/2" AMERICAN FLAG PATCH SEWN ON THE RIGHT SLEEVE AND A HFD PATCH SEWN ON THE LEFT SLEEVE HFD PATCHES WILL BE SUPPLIED	1.00	EA	79.9900	79.99
001160.5700	RN 88051, TRI MOUNTAIN 6400 FLIGHT JACKET, COLOR: NAVY BLUE, SIZE: M	27.00	EA	79.9900	2,159.73
001160.5700	RN 88051, TRI MOUNTAIN 6400 FLIGHT JACKET, COLOR: NAVY BLUE, SIZE: L	35.00	EA	79.9900	2,799.65
001160.5700	RN 88051, TRI MOUNTAIN 6400 FLIGHT JACKET, COLOR: NAVY BLUE, SIZE: XL	30.00	EA	79.9900	2,399.70
001160.5700	RN 88051, TRI MOUNTAIN 6400 FLIGHT JACKET, COLOR: NAVY BLUE, SIZE: 2XL	18.00	EA	83.9900	1,511.82
001160.5700	RN 88051, TRI MOUNTAIN 6400 FLIGHT JACKET, COLOR: BLACK, SIZE: M	1.00	EA	79.9900	79.99
001160.5700	RN 88051, TRI MOUNTAIN 6400 FLIGHT JACKET, COLOR: BLACK, SIZE: L	2.00	EA	79.9900	159.98
001160.5700	RN 88051, TRI MOUNTAIN 6400 FLIGHT JACKET, COLOR: BLACK, SIZE: XL	6.00	EA	79.9900	479.94

TOTAL CONTRACT AMOUNT NOT TO EXCEED 9,670.80

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
CITY CLERK

43580

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No 1
Date 10/25/18
Order Number 2740 00

SACKS INC
200 E PINE ST
PO BOX 1241
HATTIESBRUG MS 39403-1241

Mail To

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Sackler, Aaron

Phone Number . . 601 5454512

SIGNATURE [signature] DATE 10/25/18

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: FIRE DEPARTMENT JACKETS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Required Date
RN 88051, TRI MOUNTAIN 6400 FLIGHT JACKET, COLOR: NAVY BLUE, SIZE: S ALL JACKETS WILL HAVE 1/4" X 3 1/2" AMERICAN FLAG PATCH SEWN ON THE RIGHT SLEEVE AND A HFD PATCH SEWN ON THE LEFT SLEEVE HFD PATCHES WILL BE SUPPLIED	10/25/18	1.00	EA	79.99	79.99	11/29/18	10/25/19
RN 88051, TRI MOUNTAIN 6400 FLIGHT JACKET, COLOR: NAVY BLUE, SIZE: M	10/25/18	27.00	EA	79.99	2159.73	11/29/18	10/25/19
RN 88051, TRI MOUNTAIN 6400 FLIGHT JACKET, COLOR: NAVY BLUE, SIZE: L	10/25/18	35.00	EA	79.99	2799.65	11/29/18	10/25/19
RN 88051, TRI MOUNTAIN 6400 FLIGHT JACKET, COLOR: NAVY BLUE, SIZE: XL	10/25/18	30.00	EA	79.99	2399.70	11/29/18	10/25/19
RN 88051, TRI MOUNTAIN 6400 FLIGHT JACKET, COLOR: NAVY BLUE, SIZE: 2XL	10/25/18	18.00	EA	83.99	1511.82	11/29/18	10/25/19
RN 88051, TRI MOUNTAIN 6400 FLIGHT JACKET, COLOR: BLACK, SIZE: M	10/25/18	1.00	EA	79.99	79.99	11/29/18	10/25/19
RN 88051, TRI MOUNTAIN 6400 FLIGHT JACKET, COLOR: BLACK, SIZE: L	10/25/18	2.00	EA	79.99	159.98	11/29/18	10/25/19

[signature]

PROJECT LINE, FIRE DEPARTMENT JACKETS

ITEM DESCRIPTION

RN 88031, TRI
MOUNTAIN 6400 FLIGHT JACKET COLOR BLACK, SIZE XL

9,670.80

RECEIVED
OCT 26, 2018
AWARDED

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. [illegible]
Date [illegible]
Order Number [illegible]

PROJECT LINE: FIRE DEPARTMENT JACKETS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
RN 88051, TRI MOUNTAIN 6400 FLIGHT JACKET, COLOR: BLACK, SIZE: XL	10/25/18	6.00	EA	79.99	479.94	11/27/18	10/25/19

TOTAL BID PRICE 9,670.80

RECEIVED
OCT 26, 2018
AWARDED

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 10/25/18
Order Number . . 2740 OQ

MS EMBROIDERY COMPANY
670 WEATHERSBY RD STE 100
HATTIESBURG MS 39402-1163

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME GARY PARKER

SIGNATURE Gary Parker DATE 10/26/18

Phone Number . . 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: FIRE DEPARTMENT JACKETS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
RN 88051, TRI MOUNTAIN 6400 FLIGHT JACKET, COLOR: NAVY BLUE, SIZE: S, ALL JACKETS WILL HAVE 1/4" X 3 1/2" AMERICAN FLAG PATCH SEWN ON THE RIGHT SLEEVE AND A HFD PATCH SEWN ON THE LEFT SLEEVE HFD PATCHES WILL BE SUPPLIED	10/25/18	1.00	EA	~~82.99~~	~~82.99~~	~~11/30~~	~~10/31~~
RN 88051, TRI MOUNTAIN 6400 FLIGHT JACKET, COLOR: NAVY BLUE, SIZE: M	10/25/18	27.00	EA	82.99	2240.73		
RN 88051, TRI MOUNTAIN 6400 FLIGHT JACKET, COLOR: NAVY BLUE, SIZE: L	10/25/18	35.00	EA	82.99	2987.64		
RN 88051, TRI MOUNTAIN 6400 FLIGHT JACKET, COLOR: NAVY BLUE, SIZE: XL	10/25/18	30.00	EA	82.99	2489.70		
RN 88051, TRI MOUNTAIN 6400 FLIGHT JACKET, COLOR: NAVY BLUE, SIZE: 2XL	10/25/18	18.00	EA	86.99	1565.82		
RN 88051, TRI MOUNTAIN 6400 FLIGHT JACKET, COLOR: BLACK, SIZE: M	10/25/18	1.00	EA	82.99	82.99		
RN 88051, TRI MOUNTAIN 6400 FLIGHT JACKET, COLOR: BLACK, SIZE: L	10/25/18	2.00	EA	82.99	165.98		

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 2
Date - 10/25/18
Order Number . . 2740 OQ

PROJECT LINE: FIRE DEPARTMENT JACKETS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
RN 88051, TRI MOUNTAIN 6400 FLIGHT JACKET, COLOR: BLACK, SIZE: XL	10/25/18	6.00	EA	82.99	497.94		

TOTAL BID PRICE 10,113.79

City of Hattiesburg, MS

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

Master

File Number: 2018-916

File ID:	2018-916	**Type:**	Regular Agenda Item	**Status:**	Routine Agenda
Version:	1	**Reference:**		**In Control:**	City Council
Requester:	Lamar Rutland			**File Created:**	10/26/2018
Brief Title:	Authorize offer for parcel PPIN 24004 for the 38th Ave Sidewalk project.			**Final Action:**	
				Minute Book Number:	MB 2018-278

Title:

Acknowledge receipt of and accept Appraisal Review Report for a portion of Parcel PPIN 24004 located in Forrest County for the 38th Avenue Sidewalk project; Approve Establishment of Just Compensation and declare Appraised Value of $1,128.00 to be Fair Market Value pursuant to MS Code 43-37-3 and other applicable statutes; Authorize offer to owner for Fair Market Value of $1,128.00; Authorize issuance of manual check in payment upon acceptance of offer, and in the event offer is not accepted, authorize commencement of eminent domain proceedings through the Jackson, Tullos & Rogers, PLLC, law firm, pursuant to the terms of their engagement letter dated October 24, 2018.

Notes:			
		Agenda Date:	11/06/2018
Indexes:		**Agenda Number:**	VI.-6
Sponsors:		**Enactment Date:**	
Attachments:	Leonard-507, 2018-10-24 eng ltr	**Enactment Number:**	
Contact:		**Meeting Date:**	11/06/2018
Drafter:	Sharon Waits	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/06/2018					

Text of Legislative File 2018-916

Title

Acknowledge receipt of and accept Appraisal Review Report for a portion of Parcel PPIN 24004 located in Forrest County for the 38th Avenue Sidewalk project; Approve Establishment

of Just Compensation and declare Appraised Value of $1,128.00 to be Fair Market Value pursuant to MS Code 43-37-3 and other applicable statutes; Authorize offer to owner for Fair Market Value of $1,128.00; Authorize issuance of manual check in payment upon acceptance of offer, and in the event offer is not accepted, authorize commencement of eminent domain proceedings through the Jackson, Tullos & Rogers, PLLC, law firm, pursuant to the terms of their engagement letter dated October 24, 2018.

Summary

Accept Appraisal Review Report, establish Fair Market Value and authorize issuance of offer for Parcel PPIN 24004 located in Forrest County for the 38th Avenue Sidewalk project, and commence eminent domain proceedings if offer is not accepted

APPRAISAL OF PROPERTY AT

507 NORTH 38TH AVENUE

HATTIESBURG, MS

LIGHTSEY & ASSOCIATES
P.O. Box 15489
Hattiesburg, MS 39404
(601) 584-6260

March 7, 2018

Mr. Lamar Rutland
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

RE: Appraisal of property at 507 North 38th Avenue,
Hattiesburg, MS

Dear Mr. Rutland:

In accordance with the your request, I have made an inspection and investigation of the property located at 507 North 38th Avenue, Hattiesburg, Mississippi, for the purpose of forming an opinion of the Market Value, in fee simple, as of March 6, 2018 the effective date of the appraisal being the date the subject property was last inspected. The value opinion is both before and after the taking of a 1,128 square foot permanent easement (.03 acre) easement for a sidewalk and bike trail by the City of Hattiesburg and noting damages to the remainder, if any.

Market Value is defined as the most probable price in cash, terms equivalent to cash, or in other precisely revealed terms, for which the property will sell in an open and competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self interest, and assuming that neither is under undue duress.

NEIGHBORHOOD DESCRIPTION

The subject property is north of Hardy Street, inside the city limits of Hattiesburg and is located between Highway 49 and Interstate 59 in what is known as the Midtown area, which contains the University of Southern Mississippi. The general area contains a wide age range of properties that range from commercial/retail uses to single-family dwellings multi-family dwellings. The subject is in relative close proximity to public schools, shopping and employment centers, and medical facilities. This has been a viable area for many years and with the development of the new Midtown project underway and the continued presence of the University, the long term outlook is favorable.

SITE DESCRIPTION

The subject site is located on the easterly side of North 38th Avenue just north of its intersection with Azalea Drive. It has a frontage of 112 feet on the easterly side of North 38th Avenue and extends to a depth of 110.8 feet on the northerly side and 109.9 feet on the southerly side. The rear line extends across for 122 feet. The site is generally rectangular in shape and contains approximately 12,630 square feet. The site is at or above street grade, and appears to have adequate utility for use a residential site. The property does not appear to lie in a designated flood area. All public utilities area connected or available to the site. A survey is included in the addenda of this report in order to assist the reader in visualizing the property. There were no adverse soil or subsoil conditions observed; however, no soil tests have been made as a part of this report. The property is zoned R-1A, Single Family Residential, by the zoning authorities of the City of Hattiesburg. The City of Hattiesburg intends to take a 1,128 square foot permanent easement along the westerly side of the site for use as a sidewalk and bike trail. The easement will be 9.06 feet wide at the southerly end and will be 18.51 feet wide at the northerly end. Following the taking, the subject site will be effectively reduced in size to 11,502 square feet. Access and utility will remain essentially the same. It is the appraiser's opinion that there will be no damages to the remainder property.

IMPROVEMENTS DESCRIPTIONS

The subject property is presently improved with a single unit dwelling that is tenant occupied. It is presently 30 feet from the right of way of North 38th Avenue and after the taking of the easement, it will be located approximately 16 feet from the right of way. Traffic flow will remain at its present distance from the building. It is the appraiser's opinion that the taking will have no effect on the improvements, thus the dwelling is given no consideration in this appraisal report.

PROPERTY HISTORY

The subject property appears to have been under the ownership of Richard H. Leonard for in excess of five years. The subject property is not known to be listed for sale nor under contract.

TAXES

The total taxes for the subject property for 2017 are $2,002.55. The total true value (tax value) of the property is $73,480.00 with an assessed value of $11,023.00.00. According to the Forrest County Tax Assessor, 2017 taxes have been paid in full.

HIGHEST AND BEST USE

In order to estimate the Highest and Best Use of the subject, the surrounding property uses as well as the four tests of Highest and Best Use were considered. These are 1)physically possible, 2)legally permissible, 3)financially feasible, and 4)maximally productive. After considering these factors, the Highest and Best Use of the site as vacant is estimated to be for a single unit house site. The Highest and Best Use of the property as presently improved is estimated to be for a single unit dwelling.

INTENDED USE AND SCOPE OF THE APPRAISAL

This appraisal is intended to assist the client, Mr. Lamar Rutland of the City of Hattiesburg, in forming an opinion of value of the subject property both before and after the taking of a 1,128 square foot easement by the City for a sidewalk and bike trail. In preparing this appraisal, the appraiser inspected the subject site; gathered information on comparable land sales and listings, confirmed and analyzed the data and applied the Sales Comparison Approach to value. As only the land was considered in this appraisal, this was the only approach deemed applicable to the subject's valuation.

APPRAISAL PROCESS

In good appraisal practice, three approaches to value are normally used to arrive at a value conclusion for a given property. These approaches are the Sales Comparison Approach,the Cost Approach, and the Income Approach. The Sales Comparison Approach is based on deriving a value indication by comparing properties that have been sold recently to the subject property and adjusting the sales price of the comparables for any basic differences. The Income Approach considers the present value of the future benefits of income and ownership. To estimate the income potential of the subject, comparable rents are obtained and reconciled to the subject, then a deduction is made for anticipated expenses. The resulting net income is then capitalized into value using a rate supported by market data. The Cost Approach provides a value indicator based on the cost to reproduce the improvements less any observed depreciation. The value estimate of the land developed through the Sales Comparison Approach is then added to the depreciated value estimate of the Improvements. As noted above, the appraiser has utilized the Sales Comparison Approach only as the land only is considered in this appraisal report.

LAND SALES

The following vacant land sales were utilized to arrive at opinion of value for the subject site.

LAND SALE NO. 1

Location: 3503 Arlington Loop, Hattiesburg

Date: 08/09/2016

Price: $15,000

Size: 15,000 sq ft

Price/SF: $1.00

Zoning: R-1A

Confirmation: MLS # 88645/ReMax Real Estate

Comments: Located just south of Hardy Street and west of South 34th Avenue. House on site was destroyed by tornado in February of 2013.

LAND SALE NO. 2

Location: Peach Street, Hattiesburg

Date: 01/04/2017

Price: $10,000

Size: 12,600 sq ft

Price/SF: $0.79

Zoning: R-1B

Confirmation: MLS # 105867/University Realty

Comments: Located just south of Hardy Street and east of South 37th Avenue. House on site was destroyed by tornado in February of 2013.

LAND SALE NO. 3

Location: North 24th Avenue, Hattiesburg

Date: 04/07/2017

Price: $22,000

Size: 29,317 sq ft

Price/SF: $0.75

Zoning: R-1A

Confirmation: MLS # 107417/Coldwell Banker

Comments: Located just north of Hardy Street and east of Highway 49. Vacant residential site.

LAND SALE NO. 4

Location: 105 Southern Hills Drive, Hattiesburg

Date: 03/31/2015

Price: $ 5,900

Size: 10,064 sq ft

Price/SF: $0.59

Zoning: R-1A

Confirmation: MLS # 97079/ReMax Real Estate

Comments: Located just north of West 4th Street and east of North 38th Ave. Vacant residential site.

LAND SALE NO. 5

Location:	South 21st Avenue, Hattiesburg
Date:	06/30/2015
Price:	$10,000
Size:	15,000 sq ft
Price/SF:	$0.67
Zoning:	R-1A
Confirmation:	MLS # 101179/Realty Executives
Comments:	Located just south of Hardy Street and on 21st Ave. Vacant residential site.

The above lot sales indicate an unadjusted range in value from $0.59 to $1.00 per square foot. All are in the subject market segment and occurred within the past three years. The subject area is virtually fully developed and there are very few vacant sites that are available for sale. Research of the market found these sales to be the most recent and relevant to the subject's valuation. After considering time, size, location, topography, and other pertinent factors, the value opinion of the subject site is $1.00 per square foot. Thus the value of the subject is:

BEFORE VALUE

12,630 sf @ $1.00 = $ 12,630.00

AFTER VALUE

11,502 sf @ $1.00 = $ 11,609.00

Value Before Taking	**$ 12,630.00**
Value After Taking	**11,502.00**
Damages	**-0-**
Just Compensation Due Owner	**$ 1,128.00**

I appreciate the opportunity to prepare this appraisal report for you. Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely

Stan Lightsey

Stan Lightsey, SRA
Appraisal Institute

ADDENDA

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- **the statements contained in this report are true and correct.**

- **the reported analyses, opinions, and conclusions are limited only by the reporting assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.**

- **I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved unless otherwise stated.**

- **I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.**

- **my engagement in this assignment was not contingent upon developing or reporting predetermined results.**

- **My compensation for completing this assignment is not contingent upon the developing or reporting of a predetermined value or a direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.**

- **no one provided significant appraisal assistance to the person signing this appraisal unless otherwise noted.**

- **unless otherwise noted, the person signing this report has not performed an appraisal or rendered any other service regarding the subject property in the past three years.**

- **The Appraisal Institute conducts a voluntary re-certification process for its designated members. I am currently certified under this program.**

Stan Lightsey

Stan Lightsey, SRA

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following limiting conditions:

The legal description furnished is assumed to be correct.

No responsibility is assumed for matters of a legal character nor does the appraiser render any opinion as to title which is assumed to be good. All existing liens and encumbrances have been disregarded unless otherwise noted and the property is appraised as though free and clear and under responsible ownership and competent management.

The appraiser believes to be accurate the information provided by others; but assumes no responsibility for its accuracy.

Possession of this report, or a copy thereof, does not carry with it the right of publication, and neither all nor ant part of the contents of this report may be disseminated to the public through media of any type nor may be used for any other purpose other than that specified in the engagement by the client without the previous written consent of the appraiser and client particularly as to the value conclusions, the identity of the appraiser or the firm with which he is employed, or to the SRA designation of The Appraisal Institute.

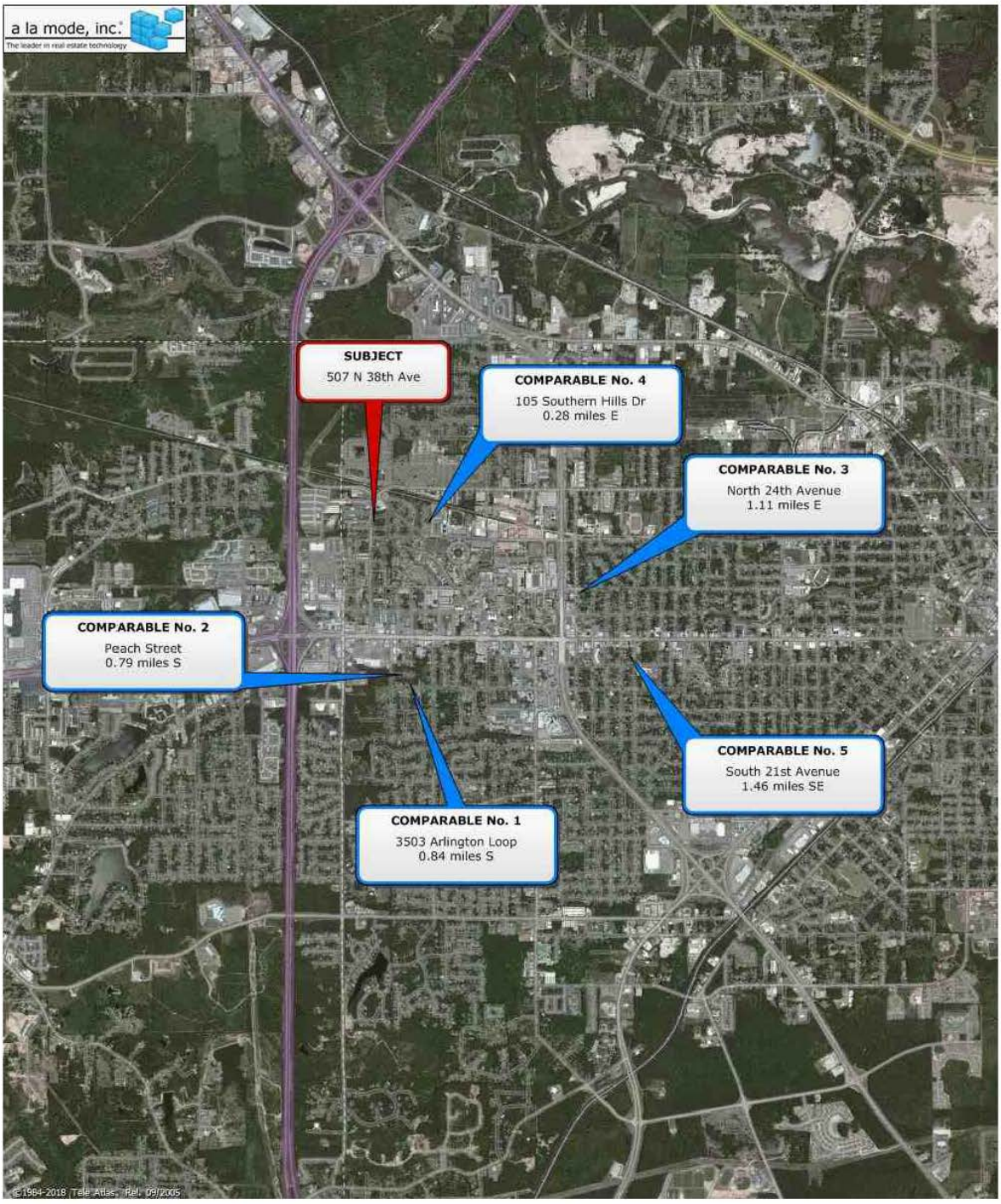
The appraiser will not be required to give testimony or appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made.

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so use.

Unless otherwise stated in this report, the existence of hazardous substances , including but not limited to asbestos, poly-chlorinated biphenyls, petroleum leakage, mold, or agricultural chemicals; which may or may not be present on the property, or other environmental conditions; were not called to the attention of nor did the appraiser become aware of such during the inspection of the property. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser is not an expert in the environmental field and is not qualified to test for such substances or conditions. If the presence of hazardous substances or environmental conditions may affect the value of the property, the value opinion is predicated on the assumption that there is no such condition in or on the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for such conditions; nor for any expertise or knowledge required to discover them. The client is advised to retain an expert in the filed of environmental impact on real estate if such conditions are suspected.

Location Map

Owner	Richard Leonard						
Property Address	507 N 38th Ave						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Client	City of Hattiesburg						



Flood Map

Owner	Richard Leonard						
Property Address	507 N 38th Ave						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Client	City of Hattiesburg						

Plat Map

36
37
97
96
95
JUNIPER DR
91
92
93
94
N 38TH AVE
90
89
88
87
N 37TH AVE
BROOKWOOD DR
AZALEA DR

Survey

LEGAL DESCRIPTION (Right-of-Way)

A parcel of land being located in Lot 5, Block 2 of the Southern Heights Subdivision in the City of Hattiesburg, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Commence and Begin at the Northwest Corner of Lot 5, Block 2 of the Southern Heights Subdivision in the City of Hattiesburg, said point also being a point on the southern right-of-way boundary of Juniper Drive; Thence run and along said southern right-of-way boundary, North 80 degrees 20 minutes 08 seconds East for a distance of 18.51 feet; Thence leaving said right-of-way run, South 12 degrees 46 minutes 46 seconds West for a distance of 48.14 feet; Thence run, South 01 degrees 50 minutes 03 seconds West for a distance of 68.38 feet; Thence run, South 85 degrees 21 minutes 14 seconds West for a distance of 9.06 feet to a point on the eastern right-of-way boundary of North 38th Avenue; Thence run and along said eastern right-of-way boundary North 01 degrees 50minutes 03seconds East a distance of 112.98 feet back to the POINT OF BEGINNING. Said parcel contains 0.03 acres (1,128 square feet), more or less.

NOTES:

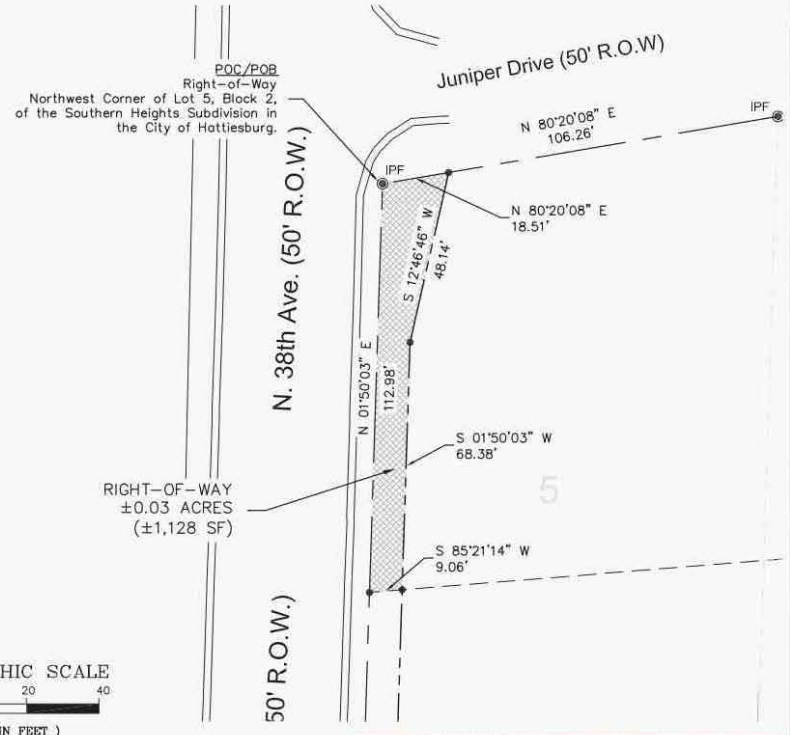
1. Class "B" Survey.
2. North Based on Grid North.
3. No Additional Record Search for Easements was Conducted.
4. Date of Field Survey: Nov. 2, 2017.

REFERENCE MATERIAL:

1. Plat for Southern Heights Subdivision in the City of Hattiesburgg
2. Forrest County Tax Maps
3. Warranty Deed BK 577, PG 75

LEGEND:

	RIGHT-OF-WAY
	TEMP. CONSTRUCTION EASEMENT
BK	BOOK
PG	PAGE
CTP	FOUND CRIMP-TOP PIPE
MPF	FOUND METAL PIPE
IPF	FOUND IRON ROD
•	SET ½" IRON REBAR



PRELIMINARY - PINS NOT SET

Clearpoint
CONSULTING ENGINEERS, P.A.
6652 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com

Right-of-Way Survey

RICHARD LEONARD
PPIN: 24004

PREPARED FOR: CITY OF HATTIESBURG

CCE NO.: 76242030
SCALE: 1" = 40'
DATE: 11/30/2017
CHECKED: RTB
DRAWN: JCR
SHEET 1 OF 1

Drawing Location: P:\76242030 - RTB Laptop Version\dwg\76242030-Survey.dwg

Forrest County Mississippi — Delta Computer Systems, Inc.

Property Link

FORREST COUNTY, MS

Current Date **3/ 6/2018**

Tax Year 2017

Records Last Updated **3/ 6/2018**

PROPERTY DETAIL

OWNER	LEONARD RICHARD H	**ACRES :** **NA**
	P O BOX 507	**LAND VALUE :** 17390
		IMPROVEMENTS : 56090
	PURVIS MS 39475	**TOTAL VALUE:** 73480
		ASSESSED : 11023
PARCEL	2-028E-06-091.00	
ADDRESS	507 N 38TH AVENUE	

TAX INFORMATION

YEAR 2017	**TAX DUE**	**PAID**	**BALANCE**
COUNTY	729.61	729.61	0.00
CITY	588.41	588.41	0.00
SCHOOL	684.53	684.53	0.00
TOTAL	2002.55	2002.55	0.00

LAST PAYMENT DATE 1 / 16 / 2018

MISCELLANEOUS INFORMATION

EXEMPT CODE		**LEGAL**	LT 5 BLK 2 DB577 P75 11/86
HOMESTEAD CODE	None		PREV #:H0832-02-004
TAX DISTRICT	1110		SOUTHERN HEIGHTS SUB
PPIN	024004		
SECTION	06		
TOWNSHIP	04N		
RANGE	13W		

Book **Page**

TAX SALES HISTORY, FOR UNPAID TAXES

Year	**Sold To**	**Redeemed Date/By**
2008	SFS LLC	12/ 4/2009 LEONARD RICHARD H

View Appraisal Record

Back

Forrest County Home | Chancery Court || Instrument Indexing || Online Property Tax Payments | Online Personal Property Tax Payments | Online Mobile Home Tax Payments | Online Car Tag Payments
Privacy Policy | Terms of Use | Contact Us | Help

Richard & Thomas, PLLC
Attorneys at Law

132 Westover Drive
Hattiesburg, MS 39402

Stephen K. Thomas

(601)602-2457 phone
(601)602-2458 fax

September 25, 2017

Mr. Lamar Rutland
Engineering Department
City of Hattiesburg
P. O. Box 1898
Hattiesburg, MS 39403-1898

RE: TITLE OPINION -PPIN # 24004
Forrest County, Mississippi.

Dear Mr. Rutland:

Pursuant to your request, I have examined all public records of Forrest County, Mississippi, properly indexed affecting title to the above-described property, covering the period for thirty-one years preceding the date and time hereof, as the same pertains to the subject realty. Based on such examination, it is my opinion that good and merchantable title to the subject realty is now vested in RICHARD H. LEONARD, subject only to the following:

1. A lien for the 2017 Forrest County and State ad valorem Taxes which will not be due and payable until, on or about January 1, 2018, and will not be in default until, on or about February 2, 2018, and the lien of such taxes for subsequent years.

2. This opinion does not cover the status of title to minerals in, on or under the subject property and is subject to all valid and existing oil, gas, and mineral leases, exceptions, reservations and conveyances.

3. Rights of parties in possession, deficiency in quantity of land, discrepancies or encroachments, boundary line disputes, roadways, unrecorded servitudes or easements, and any matters not or record, including lack of access, which would be disclosed by an accurate survey and physical inspection of the subject property.

4. All existing easements, grants, or rights of way for public roads and for electric, telephone, telegraph gas, water, drainage or similar utility purposes; unrecorded mechanic's or materialmens' liens.

5. Matters not appearing of record which may defeat or impair title, such as forgery, fraud in the delivery of a deed, undisclosed or lost heirs, lack of mental capacity of a grantor, lack of corporate capacity to grant, or, in the alternative, lack of corporate officers, mistaken or incorrect legal interpretations made in estates, trusts, etc., improper delivery of a deed by reason of lack of consent, similar or identical names, and erroneous indexing of documents.

6. Taxes, special assessments, and other governmental charges not shown as existing liens by the public records; the effect, if any, of any unrecorded lease or leases.

7. Security interests that may have attached to fixtures on the subject property; personal property taxes, if any.

8. Compliance with any local, county, state or federal governmental law or regulations relative to zoning, subdivision, occupancy, use, construction or development of the subject property and the effect, if any, of any unrecorded restrictive covenants.

9. Usury or claims of usury and liability arising out of any "consumer credit protection plan" "truth-in-lending" or similar law; and/or Mississippi Small Loan Regulatory Act.

10. Matters occurring prior and subsequent to the inclusive dates of examination.

11. This opinion assumes that all matters of record pertaining to the subject property have been properly indexed in the sectional index of the appropriate jurisdiction.

12. Federal judgments and proceedings filed only in the federal courts, including, but not limited to, bankruptcy and federal condemnation proceedings.

13. Subject to any unrecorded materialmen's or mechanic's liens.

14. Subject to any and all zoning ordinances and/or land use restrictions of applicable governmental unit.

15. Subject to the lien of that certain Deed of Trust from RICHARD HAROLD LEONARD, to Trste, Inc., Trustee, WACHOVIA BANK, beneficiary, dated July 20, 2009, securing the full sum of $50,000.00, and filed for record on September 4, 2009, and appearing of record in Land Deed of Trust Book 1711at Page 717 in the office of the Chancery Clerk of Forrest County, Mississippi.

From such examination and subject to the above mentioned exceptions, I am of the opinion that good and merchantable title is vested in RICHARD H. LEONARD, in and to the following described property lying and being situate in Forrest County, State of Mississippi, and more particularly described as follows, to-wit:

See Exhibit A:

SIGNED at Hattiesburg, Mississippi, as of the 25th day of September, A.D., 2017, at 1:00 o'clock P.M.

STEPHEN K. THOMAS

STATE OF MISSISSIPPI

COUNTY OF FORREST

WARRANTY DEED

FOR AND IN CONSIDERATION Of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable considerations not herein mentioned, the receipt and sufficiency of all of which is hereby acknowledged, DAN C. PHILIPS, JR. and wife, ANN B. PHILIPS, the Grantors herein, do hereby grant, bargain, sell, convey and warrant unto RICHARD H. LEONARD, the Grantee herein, the following described lands together with any and all improvements and appurtenances thereunto belonging, said lands being more particularly described as follows, to-wit:

Lot Five (5), Block Two (2) of the SOUTHERN HEIGHTS SUBDIVISION in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi together with all improvements thereon and appurtenances thereunto belonging.

Subject to prior reservations of oil, gas and other minerals lying in, on and under the subject property.

Taxes for the year 1986 shall be pro-rated as of the date of this instrument.

Subject to those certain Protective Covenants and Building Restrictions contained in that certain Warranty deed of record in Book 203 at Pge 73 in the office of the Chancery Clerk of Forrest County, Mississippi.

WITNESS our signatures on this the 21st day of November, A.D., 1986.

Dan C Philips Jr
DAN C. PHILIPS, JR.

Ann B Philips
ANN B. PHILIPS

STATE OF MISSISSIPPI, COUNTY OF FORREST 11/25/86
I Certify that this instrument was filed for record in my office at 2:00
o'clock P M on the 24 day of Nov, 1986 and was recorded in
Book 577 Page 75 Land Deed Record.
Given under my hand and seal at Hattiesburg, Miss., this 25 day of
November, 1986 JIMMY C. HAVARD
CLERK

BOOK 577 PAGE 075

0120036461

Photograph Addendum

Owner	Richard Leonard						
Property Address	507 N 38th Ave						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Client	City of Hattiesburg						

View of Easement Area

View of Easement Area

Photograph Addendum

Owner	Richard Leonard						
Property Address	507 N 38th Ave						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Client	City of Hattiesburg						

View of North 38th Avenue

QUALIFICATIONS OF STAN LIGHTSEY, SRA

EDUCATION COMPLETED:

University of Southern Mississippi, B.S. Degree, 1974
Appraisl Institute:

The Future of Appraising, 1996
Highest and Best Use Applications, 1996
Environmental Issues, 1996
Appraising & the Internet, 1996
Litigation Skills, 1997
Attacking & Defending an Appraisal in Litigation, 1999
Appraising Partial Interests, 2000
Appraisal of Nonconforming Properties, 2000
Subdivision Analysis, 2001
Course 430, 2001
Special Purpose Properties, 2002
The Technology Assisted Appraiser, 2003
Course 400, 2003
Complex Residential Properties, 2004
Mathematically Modeling Real Estate Data, 2004
Professional's Guide to the URAR, 2005
Residential Sales Comparison Approach, 2005
USPAP Update, 2005
Appraising Environmentally Contaminated Properties, 2006
Appraising Manufactured Housing, 2007
Convenience Stores and Retail Fuel Concessions, 2008
Declining Markets and Sales Concessions, 2008
New Residential Market Conditions Form, 2009
Business Practices and Ethics, 2009
Appraising Distressed Commercial Real Estate, 2009
Market Conditions, 2009
Analyzing the Effects of Environmental Contamination on Real Property, 2010
USPAP Update, 2011
Quality Assurance in Residential Appraisals, 2011
The Lending World in Crisis, 2012
Curriculum Overview, 2013
Business Practice and Ethics, 2014
Supervising Appraisal Trainees, 2014
USPAP Update, 2014
Data Verification-2015
Appraising Convenience Stores-2015
New Technology for Appraisers-2016
Eminent Domain & Condemnation-2017
USPAP Update-2017

MEMBERSHIPS AND APPOINTMENTS:

SRA, The Appraisal Institute
SRA Admissions Committee, The Appraisal Institute
Assistant Regional Member, Review & Counseling Division, the Appraisal Institute
Offices held in Mississippi Chapter of Appraisal Institute:
President-1994
Vice President-1993
Secretary-1992
Director-Three separate terms, last ending in 2017

EMPLOYMENT HISTORY:

Spencer Murphree	**1977-1979**
Jack Gieger & Associates	**1979-1984**
Lightsey & Associates	**1984-Present**

PARTIAL CLIENT LIST:

BancorpSouth Bank
Regions Bank
Hancock Bank
Priority One Bank
Citizens' Bank
FNMA
City of Hattiesburg
City of Columbia
FDIC
Navy Federal Credit Union
Bankplus
University of Southern Mississippi
Forrest General Hospital
Prudential
Forrest County, MS
Jeff Davis County, MS
U. S. Dept. of Justice
Ashland
The First, ANBA
Great Southern National Bank
Trustmark National Bank
Community Bank
First Southern Bank
FHLMC
City of Petal
City of Lumberton
MDOT
Keesler Federal Credit Union
Georgia Pacific
William Carey University
Hattiesburg Clinic
Cartus Corp.
Lamar County, MS
Pearl River County, MS
FBI

Qualified as expert witness in Special Courts of Eminent Domain, County Courts, Circuit Courts, Chancery Courts, and Federal District Court.

JACKSON, TULLOS & ROGERS, PLLC

ATTORNEYS AT LAW
309 SOUTH 40TH AVENUE
HATTIESBURG, MISSISSIPPI 39402

ROBERT T. JACKSON, SR.
ROBERT T. JACKSON, JR.
JOSEPH R. TULLOS
G. NEIL ROGERS
M. WILLIAM MORGAN
JOHN MADISON GUICE

MAILING ADDRESS:
P. O. BOX 15517
HATTIESBURG, MS 39404-5517

TELEPHONE: (601) 264-3309
FACSIMILE: (601) 264-6044
E-mail: jtullos@jacksonfirm.com

October 24, 2018

Via email to annjones@hattiesburgms.com
Ms. Ann Jones

Mr. Moran Pope, III

Re: Engagement of Jackson, Tullos & Rogers, PLLC, in connection with acquisition of property for 38th Avenue Sidewalk Project

Dear Mr. Pope and Ms. Jones:

We appreciate being asked to represent the City of Hattiesburg in connection with the above referenced matter. The purpose of this letter is to set forth the role and responsibilities of our firm with respect to the above matter and to set forth the fee arrangement to which we have agreed.

We have agreed to represent you on the following terms:

1. General Description of Services. The general scope of the services to be rendered by our firm will be to represent you in the above-referenced property acquisition, up to and including commencement of eminent domain proceedings.

2. Attorneys' Fees. For this matter, our fees will be based on the time spent by the lawyers who work on this matter. Billing rates for our attorneys vary according to the experience of the individuals. Our current billing rates for those attorneys expected to work on your matter are $175 per hour for attorneys and $75 per hour for paralegals. We will send an invoice and accounting of lawyer time and expenses devoted to this matter after your matter is concluded.

3. Payment. You agree to pay all invoices within forty-five (45) days of receiving our statement. All payments should be made to our firm at the above address in Hattiesburg, Lamar County, Mississippi.

4. Termination. Either of us may terminate our representation at any time, with or without cause, by providing reasonable notification. Such termination will not affect your responsibility

for payment of statements for legal services rendered and out-of-pocket costs incurred before termination and in connection with an orderly transition of the matter.

5. Favorable Outcome Not Guaranteed. You understand and agree that we have made no representations, promises, or guarantee as to the outcome to the above-captioned matter other than to provide you with reasonable and necessary legal services.

6. Governing Law. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Mississippi, and the obligations of each of us hereunder are performable in Mississippi.

We are very pleased that you have asked us to assist you in this matter and look forward to working with you. We will appreciate you indicating your receipt of this letter and agreement to our representation as outlined herein by signing the acknowledgement below and returning this letter to us. An additional copy of this letter is enclosed for your files.

With best regards,

Sincerely yours,

JACKSON, TULLOS & ROGERS, PLLC

/s/ Joseph R. Tullos

Joseph R. Tullos

JRT/rmc

RECEIVED AND AGREED on this the ____ day of _____, 2018.

_____
By:
On behalf of the City of Hattiesburg, Mississippi

City of Hattiesburg, MS

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

Master

File Number: 2018-917

File ID:	2018-917	**Type:**	Regular Agenda Item	**Status:**	Routine Agenda
Version:	1	**Reference:**		**In Control:**	City Council
Requester:	Lamar Rutland			**File Created:**	10/26/2018
Brief Title:	Authorize offer for parcel PPIN 23999 for the 38th Ave Sidewalk project.			**Final Action:**	
				Minute Book Number:	MB 2018-279

Title:

Acknowledge receipt of and accept Appraisal Review Report for a portion of Parcel PPIN 23999 located in Forrest County for the 38th Avenue Sidewalk project; Approve Establishment of Just Compensation and declare Appraised Value of $10,936.00 (inclusive of take area and temporary construction easement) to be Fair Market Value pursuant to MS Code 43-37-3 and other applicable statutes; Authorize offer to owner for Fair Market Value of $10,936.00; Authorize issuance of manual check in payment upon acceptance of offer, and in the event offer is not accepted, authorize commencement of eminent domain proceedings through the Jackson, Tullos & Rogers, PLLC, law firm, pursuant to the terms of their engagement letter dated October 24, 2018.

Notes:			
		Agenda Date:	11/06/2018
Indexes:		**Agenda Number:**	VI.-7
Sponsors:		**Enactment Date:**	
Attachments:	2018-10-24 eng ltr, Piney Woods-511	**Enactment Number:**	
Contact:		**Meeting Date:**	11/06/2018
Drafter:	Sharon Waits	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/06/2018					

Text of Legislative File 2018-917

Title

Acknowledge receipt of and accept Appraisal Review Report for a portion of Parcel PPIN

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Summary

Accept Appraisal Review Report, establish Fair Market Value and authorize issuance of offer for Parcel PPIN 23999 located in Forrest County for the 38th Avenue Sidewalk project, and commence eminent domain proceedings if offer is not accepted.

JACKSON, TULLOS & ROGERS, PLLC

ATTORNEYS AT LAW
309 SOUTH 40TH AVENUE
HATTIESBURG, MISSISSIPPI 39402

ROBERT T. JACKSON, SR.
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MAILING ADDRESS:
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HATTIESBURG, MS 39404-5517

TELEPHONE: (601) 264-3309
FACSIMILE: (601) 264-6044
E-mail: jtullos@jacksonfirm.com

October 24, 2018

Via email to annjones@hattiesburgms.com
Ms. Ann Jones

Mr. Moran Pope, III

Re: Engagement of Jackson, Tullos & Rogers, PLLC, in connection with acquisition of property for 38th Avenue Sidewalk Project

Dear Mr. Pope and Ms. Jones:

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We have agreed to represent you on the following terms:

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2. Attorneys' Fees. For this matter, our fees will be based on the time spent by the lawyers who work on this matter. Billing rates for our attorneys vary according to the experience of the individuals. Our current billing rates for those attorneys expected to work on your matter are $175 per hour for attorneys and $75 per hour for paralegals. We will send an invoice and accounting of lawyer time and expenses devoted to this matter after your matter is concluded.

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for payment of statements for legal services rendered and out-of-pocket costs incurred before termination and in connection with an orderly transition of the matter.

5. Favorable Outcome Not Guaranteed. You understand and agree that we have made no representations, promises, or guarantee as to the outcome to the above-captioned matter other than to provide you with reasonable and necessary legal services.

6. Governing Law. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Mississippi, and the obligations of each of us hereunder are performable in Mississippi.

We are very pleased that you have asked us to assist you in this matter and look forward to working with you. We will appreciate you indicating your receipt of this letter and agreement to our representation as outlined herein by signing the acknowledgement below and returning this letter to us. An additional copy of this letter is enclosed for your files.

With best regards,

Sincerely yours,

JACKSON, TULLOS & ROGERS, PLLC

/s/ Joseph R. Tullos

Joseph R. Tullos

JRT/rmc

RECEIVED AND AGREED on this the ____ day of _____, 2018.

_____
By:
On behalf of the City of Hattiesburg, Mississippi

APPRAISAL OF PROPERTY AT

511 North 38th Avenue

HATTIESBURG, MS

LIGHTSEY & ASSOCIATES
P.O. Box 15489
Hattiesburg, MS 39404
(601) 584-6260

March 7, 2018

Mr. Lamar Rutland
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

RE: Appraisal of property at 511 North 38th Avenue,
Hattiesburg, MS

Dear Mr. Rutland:

In accordance with the your request, I have made an inspection and investigation of the property located on 511 North 38th Avenue, Hattiesburg, Mississippi, for the purpose of forming an opinion of the Market Value, in fee simple, as of March 6, 2018 the effective date of the appraisal being the date the subject property was last inspected. The value opinion is both before and after the taking of a 1,132 square foot permanent easement (.03 acre), a 600 square foot permanent drainage easement, two temporary construction easements of 113 square feet (.003 acre) and 921 square feet (.02 acre) for a sidewalk and bike trail by the City of Hattiesburg and noting damages to the remainder, if any.

Market Value is defined as the most probable price in cash, terms equivalent to cash, or in other precisely revealed terms, for which the property will sell in an open and competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self interest, and assuming that neither is under undue duress.

NEIGHBORHOOD DESCRIPTION

The subject property is north of Hardy Street, inside the city limits of Hattiesburg and is located between Highway 49 and Interstate 59 in what is known as the Midtown area, which contains the University of southern Mississippi. The general area contains a wide age range of properties that range from commercial/retail uses to single-family dwellings multi-family dwellings. The subject is in relative close proximity to public schools, shopping and employment centers, and medical facilities. This has been a viable area for many years and with the development of the new Midtown project underway and the continued presence of the University, the long term outlook is favorable.

SITE DESCRIPTION

The subject site is located on the easterly side of North 38th Avenue between Azalea Drive and West 4th Street. It has a frontage of 111 feet on the easterly side of North 38th Avenue and extends to a depth of 189.2 feet on the northerly side and 103.5 feet on the southerly side. The rear line extends across for 73 feet. The site is irregular in shape and contains approximately 14,200 square feet. The site is at or above street grade, and appears to have adequate utility for use a commercial site. The property does not appear to lie in a designated flood area. All public utilities area connected or available to the site. A survey is included in the addenda of this report in order to assist the reader in visualizing the property. There were no adverse soil or subsoil conditions observed; however, no soil tests have been made as a part of this report. The property is zoned B-2 Neighborhood Business District, by the zoning authorities of the City of Hattiesburg. The City of Hattiesburg intends to take a 1,132 square foot permanent easement along the westerly side of the site for use as a sidewalk and bike trail. The easement will be 12.83 feet wide at the southerly end and will be 11.67 feet wide at the northerly end. Two temporary construction easement of 113 square feet and 921 square feet will taken for use during the construction period and returned to the owner upon completion of construction. These easements runs parallel with the permanent easement. Also taken will be a 600 square foot drainage easement as noted on the attached survey. Following the taking, the subject site will be effectively reduced in size to 12,468 square feet. Access and utility will remain essentially the same. The property owner will also be compensated for the temporary easements. It is the appraiser's opinion that there will be no damages to the remainder property.

IMPROVEMENTS DESCRIPTIONS

The subject property has no improvements other than signage for a Sonic Drive In located on West 4th Street. The proposed take should not affect the sign.

PROPERTY HISTORY

The subject property appears to have been under the ownership of Piney Woods Investments, LLC, since 2011. The subject property is not known to be listed for sale nor under contract.

TAXES

The total taxes for the subject property for 2017 are $475.24. The total true value (tax value) of the property is $17,440.00 with an assessed value of $2,616.00. According to the Forrest County Tax Assessor, 2017 taxes have not been paid.

HIGHEST AND BEST USE

In order to estimate the Highest and Best Use of the subject, the surrounding property uses as well as the four tests of Highest and Best Use were considered. These are 1)physically possible, 2)legally permissible, 3)financially feasible, and 4)maximally productive. After considering these factors, the Highest and Best Use of the site as vacant is estimated to be for commercial development.

INTENDED USE AND SCOPE OF THE APPRAISAL

This appraisal is intended to assist the client, Mr. Lamar Rutland of the City of Hattiesburg, in forming an opinion of value of the subject property both before and after the taking of a 1,32 square foot permanent easement, a 600 square foot permanent drainage easement, and two temporary construction easements of 113 square feet and 921 square feet by the City for a sidewalk and bike trail. In preparing this appraisal, the appraiser inspected the subject site; gathered information on comparable land sales and listings, confirmed and analyzed the data and applied the Sales Comparison Approach to value. As only the land was considered in this appraisal, this was the only approach deemed applicable to the subject's valuation.

APPRAISAL PROCESS

In good appraisal practice, three approaches to value are normally used to arrive at a value conclusion for a given property. These approaches are the Sales Comparison Approach,the Cost Approach, and the Income Approach. The Sales Comparison Approach is based on deriving a value indication by comparing properties that have been sold recently to the subject property and adjusting the sales price of the comparables for any basic differences. The Income Approach considers the present value of the future benefits of income and ownership. To estimate the income potential of the subject, comparable rents are obtained and reconciled to the subject, then a deduction is made for anticipated expenses. The resulting net income is then capitalized into value using a rate supported by market data. The Cost Approach provides a value indicator based on the cost to reproduce the improvements less any observed depreciation. The value estimate of the land developed through the Sales Comparison Approach is then added to the depreciated value estimate of the Improvements. As noted above, the appraiser has utilized the Sales Comparison Approach only as the land only is considered in this appraisal report.

LAND SALES

The following vacant land sales were utilized to arrive at opinion of value for the subject site.

LAND SALE NO. 1

Location: 208 North 38th Avenue, Hattiesburg

Date: 03/15/2013

Price: $221,000

Size: 22,500 sq ft

Price/SF: $9.82

Zoning: B-3, Community Business District

Confirmation: London & Stetelman

Comments: Located just north of Hardy Street at North 38th and Montague Blvd.
Vacant site at sale. Present site of convenience store.

LAND SALE NO. 2

Location: North 40th Avenue at Montague Blvd., Hattiesburg

Date: 01/15/2016

Price: $350,000

Size: 48,000 sq ft

Price/SF: $7.29

Zoning: B-2, Neighborhood Business District

Confirmation: Kenneth R. West, Broker

Comments: Located just north of Hardy Street at North 40th and Montague Blvd.
Vacant site purchased for for construction of restaurant.

LAND SALE NO. 3

Location: 204 North 40th Avenue, Hattiesburg

Date: 09/18/2012

Price: $155,000

Size: 15,683 sq ft

Price/SF: $9.88

Zoning: B-2, Neighborhood Business District

Confirmation: London & Stetelman

Comments: Located just north of Hardy Street. Vacant site purchased for additional parking by Mugshots Bar & Grill.

LAND SALE NO. 4

Location: Lundy Lane, Hattiesburg

Date: 05/15/2013

Price: $750,000

Size: 91,912 sq ft

Price/SF: $8.16

Zoning: B-3, Community Business District

Confirmation: Associated Appraisers

Comments: Located just north of Hardy Street between North 40th Ave and Lundy Lane. Vacant site purchased for construction of La Quinta Hotel.

The above lot sales indicate an unadjusted range in value from $8.16 to $9.88 per square foot. All are in the subject market segment and occurred within the past six years. The subject area is virtually fully developed and there are very few vacant sites that are available for sale. Research of the market found these sales to be the most recent and relevant to the subject's valuation. After considering time, size, location, topography, and other pertinent factors, the value opinion of the subject site is $9.00 per square foot. Thus the value of the subject is:

BEFORE VALUE

14,200 sf @ $9.00 = $127,800.00

AFTER VALUE

12,468 sf @ $9.00 = $112,212.00

113 sf @ $4.50 = 508.00 (Temporary Easement)

921 sf @ $4.50 = 4,144.00 (Temporary Easement)

$116,864.00

Value Before Taking	**$127,800.00**
Value After Taking	**116,864.00**
Damages	**-0-**
Just Compensation Due Owner	**$ 10,936.00**

I appreciate the opportunity to prepare this appraisal report for you. Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely

Stan Lightsey

Stan Lightsey, SRA
Appraisal Institute

ADDENDA

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- **the statements contained in this report are true and correct.**

- **the reported analyses, opinions, and conclusions are limited only by the reporting assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.**

- **I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved unless otherwise stated.**

- **I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.**

- **my engagement in this assignment was not contingent upon developing or reporting predetermined results.**

- **My compensation for completing this assignment is not contingent upon the developing or reporting of a predetermined value or a direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.**

- **no one provided significant appraisal assistance to the person signing this appraisal unless otherwise noted.**

- **unless otherwise noted, the person signing this report has not performed an appraisal or rendered any other service regarding the subject property in the past three years.**

- **The Appraisal Institute conducts a voluntary re-certification process for its designated members. I am currently certified under this program.**

Stan Lightsey

Stan Lightsey, SRA

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following limiting conditions:

The legal description furnished is assumed to be correct.

No responsibility is assumed for matters of a legal character nor does the appraiser render any opinion as to title which is assumed to be good. All existing liens and encumbrances have been disregarded unless otherwise noted and the property is appraised as though free and clear and under responsible ownership and competent management.

The appraiser believes to be accurate the information provided by others; but assumes no responsibility for its accuracy.

Possession of this report, or a copy thereof, does not carry with it the right of publication, and neither all nor ant part of the contents of this report may be disseminated to the public through media of any type nor may be used for any other purpose other than that specified in the engagement by the client without the previous written consent of the appraiser and client particularly as to the value conclusions, the identity of the appraiser or the firm with which he is employed, or to the SRA designation of The Appraisal Institute.

The appraiser will not be required to give testimony or appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made.

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so use.

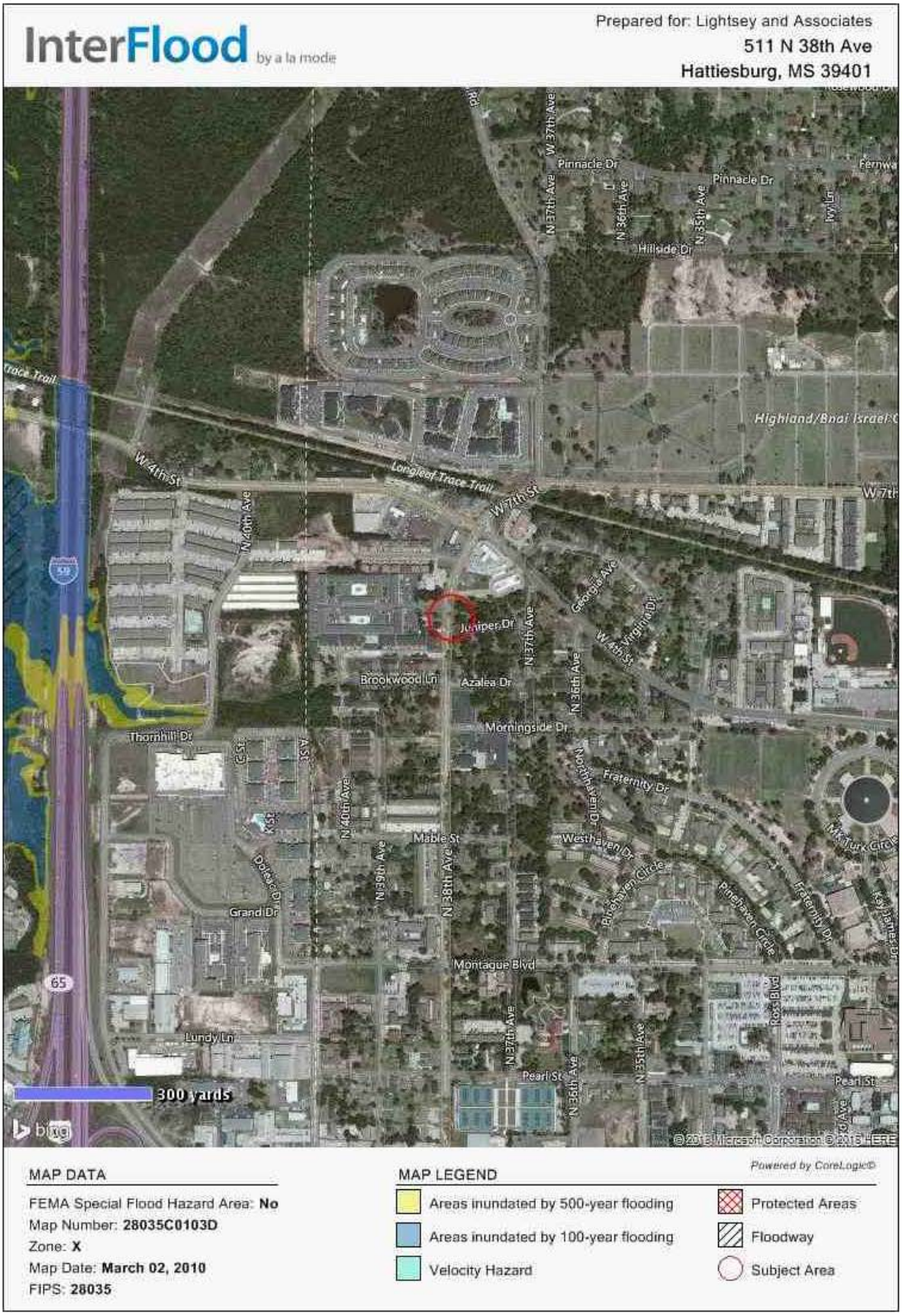
Unless otherwise stated in this report, the existence of hazardous substances , including but not limited to asbestos, poly-chlorinated biphenyls, petroleum leakage, mold, or agricultural chemicals; which may or may not be present on the property, or other environmental conditions; were not called to the attention of nor did the appraiser become aware of such during the inspection of the property. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser is not an expert in the environmental field and is not qualified to test for such substances or conditions. If the presence of hazardous substances or environmental conditions may affect the value of the property, the value opinion is predicated on the assumption that there is no such condition in or on the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for such conditions; nor for any expertise or knowledge required to discover them. The client is advised to retain an expert in the filed of environmental impact on real estate if such conditions are suspected.

Location Map

Owner	Piney Woods Investments LLC						
Property Address	511 N 38th Ave						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Client	City of Hattiesburg						

Flood Map

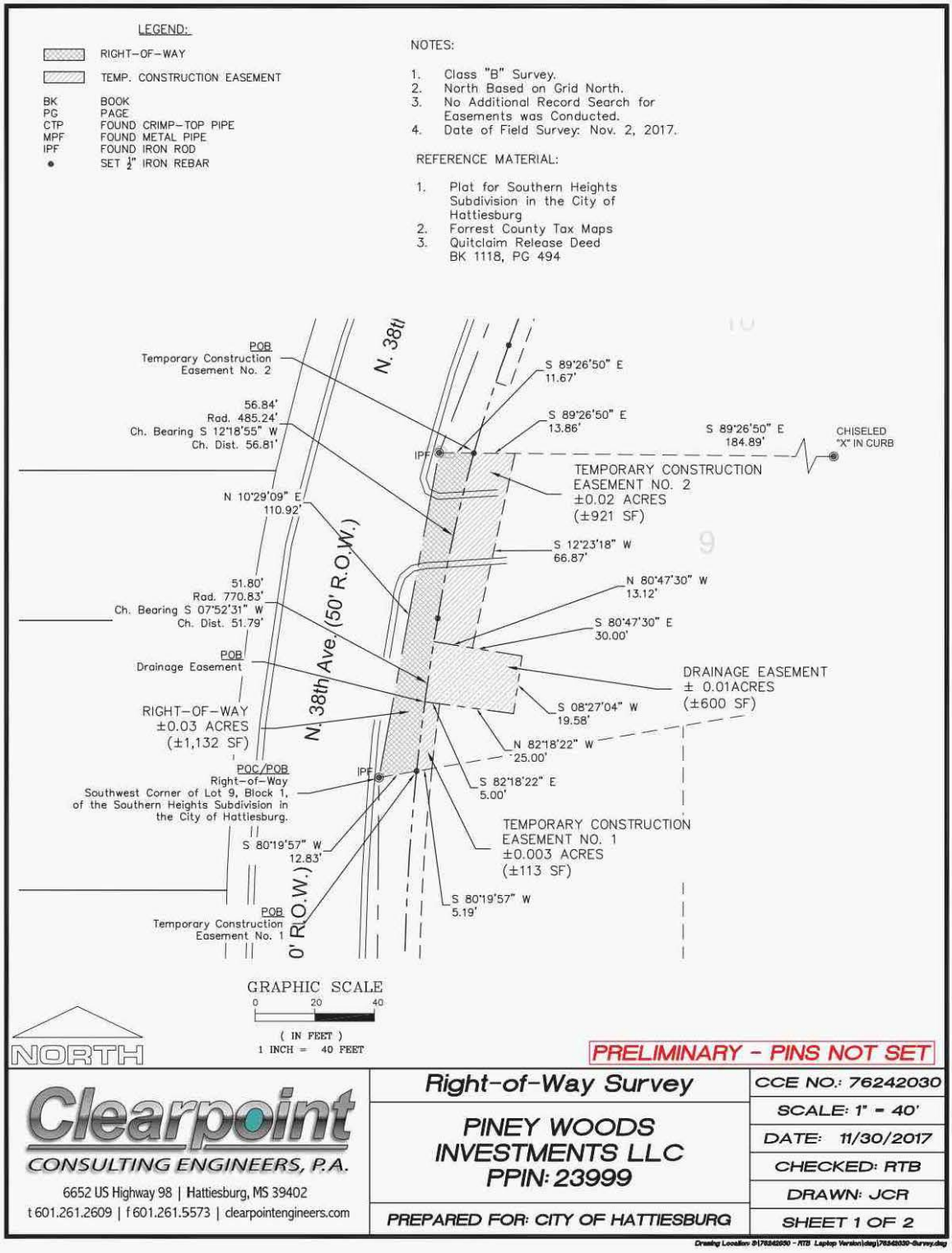
Owner	Piney Woods Investments LLC						
Property Address	511 N 38th Ave						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Client	City of Hattiesburg						



Plat Map

EAGLE DR
33
34
35
36
26
25
24
23
34
35
36
37
IMPS ONLY
1
101
11
2
99
10
3
102
98
9
4
5
6
7
8
96
95
97
JUNIPER DR
92
93
94
114
103
104
105
N

Survey


LEGEND:
RIGHT-OF-WAY
TEMP. CONSTRUCTION EASEMENT
BK BOOK
PG PAGE
CTP FOUND CRIMP-TOP PIPE
MPF FOUND METAL PIPE
IPF FOUND IRON ROD
SET ½" IRON REBAR
NOTES:
1. Class "B" Survey.
2. North Based on Grid North.
3. No Additional Record Search for Easements was Conducted.
4. Date of Field Survey: Nov. 2, 2017.
REFERENCE MATERIAL:
1. Plat for Southern Heights Subdivision in the City of Hattiesburg
2. Forrest County Tax Maps
3. Quitclaim Release Deed BK 1118, PG 494
POB Temporary Construction Easement No. 2
56.84'
Rad. 485.24'
Ch. Bearing S 12°18'55" W
Ch. Dist. 56.81'
N 10°29'09" E 110.92'
51.80'
Rad. 770.83'
Ch. Bearing S 07°52'31" W
Ch. Dist. 51.79'
POB Drainage Easement
RIGHT-OF-WAY ±0.03 ACRES (±1,132 SF)
POC/POB Right-of-Way Southwest Corner of Lot 9, Block 1, of the Southern Heights Subdivision in the City of Hattiesburg.
S 80°19'57" W 12.83'
POB Temporary Construction Easement No. 1
N. 38th
N. 38th Ave. (50' R.O.W.)
0' R.O.W.)
S 89°26'50" E 11.67'
S 89°26'50" E 13.86'
S 89°26'50" E 184.89'
CHISELED "X" IN CURB
IPF
TEMPORARY CONSTRUCTION EASEMENT NO. 2 ±0.02 ACRES (±921 SF)
S 12°23'18" W 66.87'
N 80°47'30" W 13.12'
S 80°47'30" E 30.00'
DRAINAGE EASEMENT ± 0.01ACRES (±600 SF)
S 08°27'04" W 19.58'
N 82°18'22" W 25.00'
S 82°18'22" E 5.00'
TEMPORARY CONSTRUCTION EASEMENT NO. 1 ±0.003 ACRES (±113 SF)
S 80°19'57" W 5.19'
GRAPHIC SCALE
0 20 40
(IN FEET)
1 INCH = 40 FEET
NORTH
PRELIMINARY - PINS NOT SET
Clearpoint
CONSULTING ENGINEERS, P.A.
6652 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com
Right-of-Way Survey
PINEY WOODS INVESTMENTS LLC
PPIN: 23999
PREPARED FOR: CITY OF HATTIESBURG
CCE NO.: 76242030
SCALE: 1" = 40'
DATE: 11/30/2017
CHECKED: RTB
DRAWN: JCR
SHEET 1 OF 2

Survey

LEGAL DESCRIPTION (Right-of-Way)

A parcel of land being located in Lot 9, Block 1 of Southern Heights Subdivision in the City of Hattiesburg, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Commence and Begin at the Southwest Corner of Lot 9, Block 1 of Southern Heights Subdivision in the City of Hattiesburg, said point also being a point on the eastern right-of-way boundary of North 38th Avenue, Thence run and along said eastern right-of-way boundary, North 10 degrees 29 minutes 09 seconds East for a distance of 110.92 feet; Thence leaving said eastern right-of-way boundary run, South 89 degrees 26 minutes 50 seconds East for a distance of 11.67 feet to a point on a non-tangential curve; Thence run and along said curve to the left with a delta of 06 degrees 42 minutes 41 seconds, having a radius of 485.24 feet, and a chord bearing South 12 degrees 18 minutes 55 seconds West for a distance of 56.81 feet to a point on a non-tangential curve; Thence run and along said curve to the left with a delta of 03 degrees 51 minutes 00 seconds, having a radius of 770.83 feet, and a chord bearing South 07 degrees 52 minutes 31 seconds West for a distance of 51.79 feet; Thence run, South 80 degrees 19 minutes 57 seconds West a distance of 12.83 feet back to the POINT OF BEGINNING. Said parcel contains 0.03 acres (1,132 square feet), more or less.

LEGAL DESCRIPTION (Temporary Construction Easement No. 1)

A parcel of land being located in Lot 9, Block 1 of Southern Heights Subdivision in the City of Hattiesburg, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Commence at the Southwest Corner of Lot 9, Block 1 of Southern Heights Subdivision in the City of Hattiesburg, said point also being a point on the eastern right-of-way boundary of North 38th Avenue, Thence run, North 80 degrees 19 minutes 57 seconds East a distance of 12.83 feet to a point on a non-tangential curve, said point also being the POINT OF BEGINNING; Thence run and along said curve to the right with a delta of 01 degrees 44 minutes 37 seconds, having a radius of 770.83 feet, and a chord bearing of North 06 degrees 49 minutes 20 seconds East for a distance of 23.46 feet; Thence run, South 82 degrees 18 minutes 22 seconds East for a distance of 5.00 feet to a point on a non-tangential curve, Said curve to the left with a delta of 01 degrees 38 minutes 21 seconds, having a radius of 765.83 feet, and a chord bearing of South 06 degrees 52 minutes 28 seconds West for a distance of 21.91 feet; Thence run, South 80 degrees 19 minutes 57 seconds West a distance of 5.19 feet back to the POINT OF BEGINNING. Said parcel contains 0.003 acres (113 square feet), more or less.

LEGAL DESCRIPTION (Temporary Construction Easement No. 2)

A parcel of land being located in Lot 9, Block 1 of Southern Heights Subdivision in the City of Hattiesburg, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Commence at the Southwest Corner of Lot 9, Block 1 of Southern Heights Subdivision in the City of Hattiesburg, said point also being a point on the eastern right-of-way boundary of North 38th Avenue, Thence run and along said eastern right-of-way boundary, North 10 degrees 29 minutes 09 seconds East for a distance of 110.92 feet; Thence leaving said eastern right-of-way boundary run, South 89 degrees 26 minutes 50 seconds East for a distance of 11.67 feet to the POINT OF BEGINNING; Thence continue, South 89 degrees 26 minutes 50 seconds East for a distance of 13.86 feet; Thence run, South 12 degrees 23 minutes 18 seconds West for a distance of 66.87 feet; Thence run, North 80 degrees 47 minutes 30 seconds West for a distance of 13.12 feet to a point on a non-tangential curve; Thence run and along said curve to the right having a delta of 00 degree 35 minutes 31 seconds, having a radius of 770.83 feet, and a chord bearing of North 09 degrees 30 minutes 16 seconds East for a distance of 7.96 feet to a point on a non-tangential curve; Thence run and along said curve to the right having a delta of 06 degrees 42 minutes 41 seconds, having a radius of 485.24 feet, and a chord bearing of North 12 degrees 18 minutes 55 seconds East for a distance of 56.84 feet back to the POINT OF BEGINNING. Said parcel contains 0.02 acres (921 square feet), more or less.

LEGAL DESCRIPTION (Drainage Easement)

A parcel of land being located in Lot 9, Block 1 of Southern Heights Subdivision in the City of Hattiesburg, Forrest County, Mississippi, having bearings based upon Grid North and being more particularly described as follows:

Commence at the Southwest Corner of Lot 9, Block 1 of Southern Heights Subdivision in the City of Hattiesburg, said point also being a point on the eastern right-of-way boundary of North 38th Avenue, Thence run, North 80 degrees 19 minutes 57 seconds East a distance of 12.83 feet to a point on a non-tangential curve; Thence run and along said curve to the right with a delta of 01 degrees 44 minutes 37 seconds, having a radius of 770.83 feet, and a chord bearing of North 06 degrees 49 minutes 20 seconds East for a distance of 23.46 feet to the POINT OF BEGINNING; Thence continue along said curve to the right having a delta of 01 degree 30 minutes 52 seconds, having a radius of 770.83 feet, and a chord bearing of North 08 degrees 27 minutes 04 seconds East for a distance of 20.37 feet; Thence run, South 80 degrees 47 minutes 30 seconds East for a distance of 30.00 feet; Thence, South 08 degrees 27 minutes 04 seconds West for a distance of 19.58 feet; Thence run , North 82 degrees 18minutes 22seconds West for a distance of 30.00 fee back to the POINT OF BEGINNING. Said parcel contains 0.01 acres (600 square feet), more or less.

PRELIMINARY - PINS NOT SET

Clearpoint
CONSULTING ENGINEERS, P.A.
6652 US Highway 98 | Hattiesburg, MS 39402
t 601.261.2609 | f 601.261.5573 | clearpointengineers.com

Right-of-Way Survey

PINEY WOODS INVESTMENTS LLC
PPIN: 23999

PREPARED FOR: CITY OF HATTIESBURG

CCE NO.: 76242030
SCALE: N.T.S.
DATE: 11/30/2017
CHECKED: RTB
DRAWN: JCR
SHEET 2 OF 2

Drawing Location: P:\76242030 - RTB Laptop Version\dwg\76242030-Survey.dwg

Forrest County Mississippi

Delta Computer Systems, Inc.

Property Link

FORREST COUNTY, MS

Current Date **3/ 6/2018**

Tax Year 2017

Records Last Updated **3/ 6/2018**

PROPERTY DETAIL

OWNER PINEY WOODS INVESTMENTS LLC
P O BOX 447
TYLERTOWN MS 39667

ACRES : **NA**
LAND VALUE : 17440
IMPROVEMENTS : **NA**
TOTAL VALUE: 17440
ASSESSED : 2616

PARCEL 2-028E-06-098.00
ADDRESS JUNIPER DRIVE

TAX INFORMATION

YEAR 2017	TAX DUE	PAID	BALANCE
COUNTY	173.15	0.00	176.61
CITY	139.64	0.00	142.43
SCHOOL	162.45	0.00	165.70
TOTAL	475.24	0.00	484.74 **2% Penalty**

Pay Tax

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION

EXEMPT CODE		**LEGAL** LT 9 BLK 1 SOUTHERN HGTS SUB
HOMESTEAD CODE	None	616/560 5/17/89 616/553 5/89
TAX DISTRICT	1110	2/4/94 706/221
PPIN	023999	PREV #:H0832-01-005
SECTION	06	DB 761 PG 321 102396
TOWNSHIP	04N	B803 P619 10/21/98
RANGE	13W	SOUTHERN HEIGHTS SUB

Book 1118 **Page** 494

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
	NO TAX SALES FOUND	

View Appraisal Record

Back

Forrest County Home | Chancery Court || Instrument Indexing || Online Property Tax Payments | Online Personal Property Tax Payments | Online Mobile Home Tax Payments | Online Car Tag Payments
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Richard & Thomas, PLLC
Attorneys at Law

132 Westover Drive
Hattiesburg, MS 39402

Stephen K. Thomas

(601)602-2457 phone
(601)602-2458 fax

September 25, 2017

Mr. Lamar Rutland
Engineering Department
City of Hattiesburg
P. O. Box 1898
Hattiesburg, MS 39403-1898

RE: TITLE OPINION -PPIN # 23999
Forrest County, Mississippi.

Dear Mr. Rutland:

Pursuant to your request, I have examined all public records of Forrest County, Mississippi, properly indexed affecting title to the above-described property, covering the period for thirty-one years preceding the date and time hereof, as the same pertains to the subject realty. Based on such examination, it is my opinion that good and merchantable title to the subject realty is now vested in PINEY WOODS INVESTMENTS, LLC, subject only to the following:

1. A lien for the 2017 Forrest County and State ad valorem Taxes which will not be due and payable until, on or about January 1, 2018, and will not be in default until, on or about February 2, 2018, and the lien of such taxes for subsequent years.

2. This opinion does not cover the status of title to minerals in, on or under the subject property and is subject to all valid and existing oil, gas, and mineral leases, exceptions, reservations and conveyances.

3. Rights of parties in possession, deficiency in quantity of land, discrepancies or encroachments, boundary line disputes, roadways, unrecorded servitudes or easements, and any matters not or record, including lack of access, which would be disclosed by an accurate survey and physical inspection of the subject property.

4. All existing easements, grants, or rights of way for public roads and for electric, telephone, telegraph gas, water, drainage or similar utility purposes; unrecorded mechanic's or materialmens' liens.

5. Matters not appearing of record which may defeat or impair title, such as forgery, fraud in the delivery of a deed, undisclosed or lost heirs, lack of mental capacity of a grantor, lack of corporate capacity to grant, or, in the alternative, lack of corporate officers, mistaken or incorrect legal interpretations made in estates, trusts, etc., improper delivery of a deed by reason of lack of consent, similar or identical names, and erroneous indexing of documents.

6. Taxes, special assessments, and other governmental charges not shown as existing liens by the public records; the effect, if any, of any unrecorded lease or leases.

7. Security interests that may have attached to fixtures on the subject property; personal property taxes, if any.

8. Compliance with any local, county, state or federal governmental law or regulations relative to zoning, subdivision, occupancy, use, construction or development of the subject property and the effect, if any, of any unrecorded restrictive covenants.

9. Usury or claims of usury and liability arising out of any "consumer credit protection plan" "truth-in-lending" or similar law; and/or Mississippi Small Loan Regulatory Act.

10. Matters occurring prior and subsequent to the inclusive dates of examination.

11. This opinion assumes that all matters of record pertaining to the subject property have been properly indexed in the sectional index of the appropriate jurisdiction.

12. Federal judgments and proceedings filed only in the federal courts, including, but not limited to, bankruptcy and federal condemnation proceedings.

13. Subject to any unrecorded materialmen's or mechanic's liens.

14. Subject to any and all zoning ordinances and/or land use restrictions of applicable governmental unit.

15. Subject to the lien of that certain Deed of Trust from PINEY WOODS INVESTMENTS, LLC, to Perry W. Phillips, Trustee, GE CAPITAL FINANCIAL INC., beneficiary, dated December 22, 2011, securing the full sum of $14,400,000.00, and filed for record on January 3, 2012, and appearing of record in Land Deed of Trust Book 1821 at Page 190 in the office of the Chancery Clerk of Forrest County, Mississippi. Said Deed of Trust was assigned to FIRST TENNESSEE BANK NATIONAL ASSOCIATION in Land Deed of Trust Book 2115 at Page 172 in the office of the Chancery Clerk of Forrest County, Mississippi.

From such examination and subject to the above mentioned exceptions, I am of the opinion that good and merchantable title is vested in PINEY WOODS INVESTMENTS, LLC, in and to the following described property lying and being situate in Forrest County, State of Mississippi, and more particularly described as follows, to-wit:

See Exhibit A:

SIGNED at Hattiesburg, Mississippi, as of the 25th day of September, A.D., 2017, at 1:00 o'clock P.M.

STEPHEN K. THOMAS

Exhibit "A"

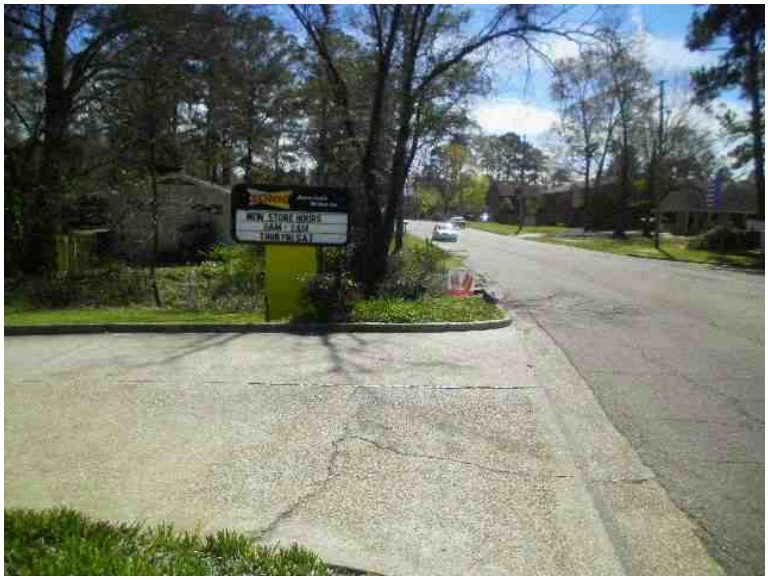
Lots 3, 4 and 9, Block 1 of Southern Heights Subdivision in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

Inst. 684754
Bk 1118 Pg 0497

Photograph Addendum

Owner	Piney Woods Investments LLC						
Property Address	511 N 38th Ave						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Client	City of Hattiesburg						

View of Acquisition Area



View of Acquisition Area

Photograph Addendum

Owner	Piney Woods Investments LLC						
Property Address	511 N 38th Ave						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Client	City of Hattiesburg						

View of North 38th Avenue

QUALIFICATIONS OF STAN LIGHTSEY, SRA

EDUCATION COMPLETED:

University of Southern Mississippi, B.S. Degree, 1974
Appraisl Institute:

The Future of Appraising, 1996
Highest and Best Use Applications, 1996
Environmental Issues, 1996
Appraising & the Internet, 1996
Litigation Skills, 1997
Attacking & Defending an Appraisal in Litigation, 1999
Appraising Partial Interests, 2000
Appraisal of Nonconforming Properties, 2000
Subdivision Analysis, 2001
Course 430, 2001
Special Purpose Properties, 2002
The Technology Assisted Appraiser, 2003
Course 400, 2003
Complex Residential Properties, 2004
Mathematically Modeling Real Estate Data, 2004
Professional's Guide to the URAR, 2005
Residential Sales Comparison Approach, 2005
USPAP Update, 2005
Appraising Environmentally Contaminated Properties, 2006
Appraising Manufactured Housing, 2007
Convenience Stores and Retail Fuel Concessions, 2008
Declining Markets and Sales Concessions, 2008
New Residential Market Conditions Form, 2009
Business Practices and Ethics, 2009
Appraising Distressed Commercial Real Estate, 2009
Market Conditions, 2009
Analyzing the Effects of Environmental Contamination on Real Property, 2010
USPAP Update, 2011
Quality Assurance in Residential Appraisals, 2011
The Lending World in Crisis, 2012
Curriculum Overview, 2013
Business Practice and Ethics, 2014
Supervising Appraisal Trainees, 2014
USPAP Update, 2014
Data Verification-2015
Appraising Convenience Stores-2015
New Technology for Appraisers-2016
Eminent Domain & Condemnation-2017
USPAP Update-2017

MEMBERSHIPS AND APPOINTMENTS:

SRA, The Appraisal Institute
SRA Admissions Committee, The Appraisal Institute
Assistant Regional Member, Review & Counseling Division, the Appraisal Institute
Offices held in Mississippi Chapter of Appraisal Institute:
President-1994
Vice President-1993
Secretary-1992
Director-Three separate terms, last ending in 2017

EMPLOYMENT HISTORY:

Spencer Murphree	**1977-1979**
Jack Gieger & Associates	**1979-1984**
Lightsey & Associates	**1984-Present**

PARTIAL CLIENT LIST:

BancorpSouth Bank
Regions Bank
Hancock Bank
Priority One Bank
Citizens' Bank
FNMA
City of Hattiesburg
City of Columbia
FDIC
Navy Federal Credit Union
Bankplus
University of Southern Mississippi
Forrest General Hospital
Prudential
Forrest County, MS
Jeff Davis County, MS
U. S. Dept. of Justice
Ashland
The First, ANBA
Great Southern National Bank
Trustmark National Bank
Community Bank
First Southern Bank
FHLMC
City of Petal
City of Lumberton
MDOT
Keesler Federal Credit Union
Georgia Pacific
William Carey University
Hattiesburg Clinic
Cartus Corp.
Lamar County, MS
Pearl River County, MS
FBI

Qualified as expert witness in Special Courts of Eminent Domain, County Courts, Circuit Courts, Chancery Courts, and Federal District Court.

City of Hattiesburg, MS

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

Master

File Number: 2018-887

File ID:	2018-887	**Type:**	Regular Agenda Item	**Status:**	Routine Agenda
Version:	1	**Reference:**		**In Control:**	City Council
Requester:				**File Created:**	10/17/2018
Brief Title:	Acknowledging donation of land and receipt of Special Warranty Deed.			**Final Action:**	
				Minute Book Number:	MB 2018-279

Title:

Acknowledge donation of a parcel of land and receipt of Special Warranty Deed from Linda Colson,lying and being situated at 512 and 514 East Pine Street located in the City of Hattiesburg, as further described in attached Special Warranty Deed.

Notes:			
		Agenda Date:	11/06/2018
Indexes:		**Agenda Number:**	VI.-8
Sponsors:		**Enactment Date:**	
Attachments:	Colson-Special Warranty Deed	**Enactment Number:**	
Contact:		**Meeting Date:**	11/06/2018
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/06/2018					

Text of Legislative File 2018-887

Title

Acknowledge donation of a parcel of land and receipt of Special Warranty Deed from Linda Colson,lying and being situated at 512 and 514 East Pine Street located in the City of Hattiesburg, as further described in attached Special Warranty Deed.

Summary

Acknowledging donation of land and receipt of Special Warranty Deed.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Prepared by:
J. Kearney Travis, Jr.
Travis & Travis
P. O. Box 590
Hattiesburg, MS 39403-0590
(601) 582-5591
MSB #8269

Return to:
J. Kearney Travis, Jr.
Travis & Travis
P. O. Box 590
Hattiesburg, MS 39403-0590

INDEXING INSTRUCTIONS: Index as part of the NW ¼ of the NE ¼ of Section 10, Township 4 North, Range 13 West, and Lots 1, 2, and 3, Block 10, Hardy and Scott Survey to the City of Hattiesburg, Forrest County, Mississippi.

STATE OF MISSISSIPPI
COUNTY OF FORREST

SPECIAL WARRANTY DEED

For and in consideration of the sum of Ten and No/100 ($10.00) Dollars cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged and confessed and for the purpose of making a donation, I,

Linda K. Colson
2901 Inverness Place
Pensacola, FL 32503
(850-438-2715)

Grantor

do hereby donate, convey and warrant specially unto

The City of Hattiesburg, Mississippi,
a Mississippi Municipality
P. O. Box 1898, 200 Forrest Street
Hattiesburg, Mississippi 39401-1898
(601-545-4501)

Grantee

the real property lying and being situated at 512 and 514 East Pine Street in the City of Hattiesburg, Forrest County, Mississippi, described as follows, to-wit:

PARCEL 1:

A part of the Northwest Quarter of the Northeast Quarter of Section 10, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, more particularly described as commencing at the intersection of the center lines of East Pine Street and Ryan Street in said City as now constructed, and run thence in a Southwesterly direction along the center line of East Pine Street a distance of 85 feet 9 1/2 inches; thence run in a Northwesterly direction parallel with the center line of Ryan Street to the Northwesterly boundary line of East Pine Street to and for a Point of Beginning; and from said Point of Beginning run thence in a Northwesterly direction parallel with the center line of Ryan Street for a distance of 19

feet 2 inches to the Southeasterly line of Lot 1 in Block 10 of a survey known as the Hardy and Scott Survey of the City of Hattiesburg, Forrest County, Mississippi; thence continue in a Northwesterly direction parallel with Ryan Street and along the property line separating the tract herein described and the tract formerly owned by Claude F. Pittman and Homer W. Pittman adjacent thereto for a distance of 120 feet to the dividing line between Lots 3 and 4 of Block 10 of said Hardy and Scott Survey; thence run in a Northeasterly direction and along the dividing line separating said Lots 3 and 4, and a continuation thereof, parallel with East Pine Street for a distance of 70 feet 4 inches to the Southwesterly boundary line of Ryan Street; thence run in a Southeasterly direction and along the Southwesterly boundary line of Ryan Street for a distance of 139 feet 2 inches to the Northwesterly boundary line of East Pine Street; and then run in a Southwesterly direction along the Northwesterly boundary line of East Pine Street a distance of 70 feet 4 inches to said Point of Beginning.

The tract of land above described, which is conveyed hereby, is also sometimes described as the Northeast Half of Lots 1, 2, and 3 of Block 10 of said Hardy and Scott Survey and is all of the property owned by the Grantor and located at the intersection of the Northwesterly line of East Pine Street and the Southwesterly line of Ryan Street and is bounded on the Northeast by Ryan Street, on the Southeast by East Pine Street, on the Southwest by the property formerly owned by Claude F. Pittman and Homer W. Pittman, and on the Northwest by the property of T. L. Harris.

Together with all improvements thereon and appurtenances thereunto belonging.

PARCEL 2:

Lots 1, 2, and 3 in Block 10 of the Hardy and Scott Survey to the City of Hattiesburg in Forrest County, Mississippi, less the Northern or Northeast one-half (1/2) of said Lots 1, 2, and 3 in Block 10 of said Survey, being a parcel of land fronting on East Pine Street 55 feet and extending back a distance of 120 feet, more or less, and being the Southwest one-half (1/2) of Lots 1, 2, and 3 in Block 10 of the Hardy and Scott Survey, City of Hattiesburg, in Forrest County, Mississippi; and also, an undivided one-half (1/2) interest in and to the Southern or Southwestern wall of the building now situated on the Northeast one-half (1/2) of said Lots 1, 2, and 3 of Block 10 of the Hardy and Scott Survey to the City of Hattiesburg, in Forrest County, Mississippi; together with all improvements on all of the above and foregoing described property, and the appurtenances thereunto belonging.

LESS AND EXCEPT any of the oil, gas, and other minerals of like kind and character in, on, and under the above-described property which have been heretofore excepted, reserved, or conveyed by prior owners in the chain of title.

The tract of land above described, which is conveyed hereby, is also sometimes described as the Northeast Half of Lots 1, 2, and 3 of Block 10 of said Hardy and Scott Survey and is all of the property owned by the Grantor and located at the intersection of the Northwesterly line of East Pine Street and the Southwesterly line of Ryan Street and is bounded on the Northeast by Ryan Street, on the Southeast by East Pine Street, on the Southwest by the property formerly owned by Claude F. Pittman and Homer W. Pittman, and on the Northwest by the property of T. L. Harris.

This conveyance and the special warranty hereof are subject to any valid and existing mineral leases, exceptions, reservations, and conveyances, and to any existing easements, grants, or rights-of-way for public roads, streets, and alleys and for electric, telephone, gas, water, drainage, sewage, or similar utility purposes which affect or relate to the above-described property.

This conveyance and the special warranty hereof are also subject to any party wall agreements which affect or relate to and remain in effect with respect to the above described property.

The premises situated on the above described property are conveyed to and accepted by the Grantee in their present "as is" condition.

The above described property is no part of the exempt homestead of the Grantor.

The Grantee assumes and agrees to pay all outstanding ad valorem taxes on the above described property as and when the same become due and payable.

IN TESTIMONY WHEREOF, Witness the Signature of the Grantor on this the 16th day of February, A.D., 2017.

Linda K. Colson

Linda K. Colson

Grantor

STATE OF FLORIDA

COUNTY OF Escambia

PERSONALLY appeared before me, the undersigned authority in and for said County and State, the within named Linda K. Colson, who acknowledged that she signed, executed, and delivered the above and foregoing Special Warranty Deed on the day and year therein mentioned as her free and voluntary act and deed and for the purposes therein set forth.

GIVEN under my hand and official seal of office on this the 16 day of Febuary, A.D., 2017.

Notary Public

My Commission Expires:

May 25, 2019

THIEA M. WELBORN
MY COMMISSION # FF 234143
EXPIRES: May 25, 2019

City of Hattiesburg, MS

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

Master

File Number: 2018-903

File ID: 2018-903 **Type:** Regular Agenda Item **Status:** Routine Agenda

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

Requester: **File Created:** 10/25/2018

Brief Title: Donation from Pine Belt Mental Healthcare in the amount of $6,500.00. to be placed in the Training Academy Fund for refreshments for Law Enforcement Training.

Final Action:

Minute Book Number: MB 2018-279

Title:

Acknowledge donation from Pine Belt Mental Healthcare, in the amount of Six-Thousand-Five Hundred Dollars($6,500.00) to the Hattiesburg Police Department to be placed in the Police Academy Training Fund for refreshments only.

Notes:

Agenda Date:

Indexes: **Agenda Number:** VI.-9

Sponsors: **Enactment Date:**

Attachments: Donation-PBMH-Rec **Enactment Number:**

Contact: **Meeting Date:** 11/06/2018

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/06/2018					

Text of Legislative File 2018-903

Title

Acknowledge donation from Pine Belt Mental Healthcare, in the amount of Six-Thousand-Five Hundred Dollars($6,500.00) to the Hattiesburg Police Department to be placed in the Police Academy Training Fund for refreshments only.

Summary

Donation from Pine Belt Mental Healthcare in the amount of $6,500.00. to be placed in the

Training Academy Fund for refreshments for Law Enforcement Training.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

No. 72431
10/25/18

City of Hattiesburg

6,500.00

RECEIVED FROM PINE BELT MENTAL HEALTHCARE R
SIX THOUSAND FIVE HUNDRED AND 00/100 ********** Dollars
Check - Number 71756 6,500.00

ACCOUNT OF CIT ACADEMY TRAINING STIPENDS FOR LAW ENFORCEMENT - REFRESHMENTS ONLY

001001.3474

FOR CREDIT OF: T/001 General Fund

City of Hattiesburg, MS

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

Master

File Number: 2018-884

File ID:	2018-884	**Type:**	Regular Agenda Item	**Status:**	Routine Agenda
Version:	1	**Reference:**		**In Control:**	City Council
Requester:	Deborah Bourne			**File Created:**	10/16/2018
Brief Title:	Approve Specifications and authorize advertisement for one (1) New 2018 or Newer Truck Chassis for the Parks and Recreation Department, Forestry Division.			**Final Action:**	
				Minute Book Number:	MB 2018-279

Title:

Approve Specifications and authorize advertisement for One (1) New 2018 or Newer Truck Chassis for the Parks and Recreation Department, Forestry Division.

Notes:			
		Agenda Date:	11/06/2018
Indexes:		**Agenda Number:**	VI.-10
Sponsors:		**Enactment Date:**	
Attachments:	Specs for new truck Chassis(11-06-18), NTB- 2018 or Newer Truck Chassis	**Enactment Number:**	
Contact:		**Meeting Date:**	11/06/2018
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/06/2018					

Text of Legislative File 2018-884

Title

Approve Specifications and authorize advertisement for One (1) New 2018 or Newer Truck Chassis for the Parks and Recreation Department, Forestry Division.

Summary

Approve Specifications and authorize advertisement.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MINIMUM SPECIFICATIONS OF ONE (1) NEW 2018, UNUSED TRUCK CHASSIS FOR THE FORESTRY DIVISION, PARKS & RECREATION DEPARTMENT, CITY OF HATTIESBURG

(BID & PURCHASE WILL INCLUDE ONE OF THE TWO DUMP BODY OPTIONS. OPTION 1 - NEW 16-18FT DEBRIS DUMP BODY OR OPTION 2 - DUMP BODY REMOVED FROM OLD CITY CHASSIS AND INSTALLED ON NEW CHASSIS; FULLY OPERATIONAL.)

UNIT MUST BE DELIVERED TO 3401 WEST 7TH STREET, URBAN FORESTRY DEPARTMENT.

TRUCK CHASSIS SPECIFICATIONS

DIMENSION: WHEELBASE: 187.00, CA: 119.90, AXLE TO FRAME: 75.00

ENGINE, CUMMINS B6.7 DIESEL: 240 HP @ 2400 RPM, 560 FT-LBS TORQUE @ 1600 RPM,

TRANSMISSION, ALLISON RDS AUTOMATIC, 5-SPEED; WITH PTO PROVISION: INSTALLED WIRING FOR TRANSMISSION/PTO CONTROLS, PTO LOCATION LEFT SIDE OF TRANSMISSION, LESS RETARDER, WITH 26,000-LB GVW & GCW MAX.

OIL FILTER, TRANSMISSION MOUNTED ON TRANSMISSION, TRANSMISSION OIL PAN MAGNET IN OIL PAN

PTO OPERATED HYDRAULIC SYSTEM FOR DUMP BODY WITH HYDRAULIC FLUID RESERVOIR; IN CAB PTO CONTROLS.

AXLE, FRONT NON-DRIVING: {NAVISTAR SELECT} I-BEAM TYPE, 8,000-LB CAPACITY

AXLE, REAR, SINGLE: {NAVISTAR SELECT} SINGLE REDUCTION, 17,500-LB CAPACITY, WITH 190 WHEEL ENDS, GEAR RATIO 5.57

TIRE, FRONT: (2) 11R22.5 LOAD RANGE G, 14 PLY

TIRE, REAR: (4) 11R22.5 LOAD RANGE G, 14 PLY

SUSPENSION, RR, SPRING, SINGLE: VARI-RATE; 23,500-LB CAPACITY, WITH 4500 LB AUXILIARY RUBBER SPRING

PAINT: CAB SCHEMATIC: WHITE (STD)

CAB: CONVENTIONAL

SEAT, FRONT BENCH - FULL WIDTH; VINYL

MIRRORS (2) - BRACKETS AND ARMS, BREAKAWAY TYPE

TOW HOOKS, FRONT (2) FRAME MOUNTED

BUMPER, FRONT FULL WIDTH, STEEL;

BRAKE SYSTEM, HYDRAULIC: Split System, Full Power, With Automatic Adjustment And Four Channel ABS, BRAKE, PARKING; for Hydraulic Brake Chassis; Activated by Lever in Cab

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

BATTERY SYSTEM; MAINTENANCE-FREE (2) 12-VOLT 1300CCA TOTAL WITH BATTERY BOX STEEL, ALTERNATOR: 12 VOLT 160 AMP. CAPACITY

DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab

GAUGE CLUSTER with Engine Oil Pressure, Water Temperature, Fuel, Tachometer, Voltmeter - ODOMETER DISPLAY

WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage

HAZARD SWITCH, HEADLIGHT DIMMER SWITCH, JUMP START STUD Located on Positive Terminal of Outermost Battery, STARTER SWITCH Electric, Key Operated

STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector, TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, HEADLIGHTS - HALOGEN; PARKING LIGHTS

WINDSHIELD WIPERS; Electric, multi-speed with intermittent feature and wash switch.

RADIO AM/FM, Includes Multiple Speakers, Includes SPEAKERS IN CAB

AIR CONDITIONER WITH INTEGRAL HEATER & DEFROSTER

FRONT END Tilting hood, Fiberglass Construction

FUEL/WATER SEPARATOR CUMMINS SUPPLIED ON ENGINE, WITH 12 VOLT DC HEATER. WITH WATER-IN-FUEL SENSOR

AIR CLEANER With Element with AIR CLEANER RESTRICTION Gauge - Air Cleaner Mounted

FUEL TANK, 50 U.S. Gal.

EXTENDED WARRANTY WARRANITY PACKAGE TO BE INCLUDED

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:

Proposals will be accepted until 10:00a.m. On Thursday, December 6, 2018, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401.Vendors must supply prices with their proposal. A bid form is provided. The bid form should be filled out and uploaded by the date and time stated above.

Specifications and procedures can be downloaded from Central Bidding at www.centralbidding.com All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic process, please call Central Bidding at (225)810-4814.

Qualified bidders will be invited to participate in a reverse auction, which will take place on December 20, 2018, at 10:00a.m. **One (1) New 2018 or Newer Truck Chassis for the Parks and Recreation Department, Forestry Division..**

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 6th day of November, 2018.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/
CITY CLERK

City of Hattiesburg, MS

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

Master

File Number: 2018-889

File ID: 2018-889 **Type:** Regular Agenda Item **Status:** Routine Agenda

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

Requester: Wanda Tyler **File Created:** 10/17/2018

Brief Title: Approve Specifications and Authorize Publication of Advertisement for One (1) New Knuckle Boom Loader and Trash Body With Chasis and Side Dump **Final Action:**

Minute Book Number: MB 2018-279

Title:

Approve Specifications and Authorize Publication of Advertisement for One (1) New Knuckle Boom Loader and Trash Body With Chasis and Side Dump

Notes:

Agenda Date: 11/06/2018

Indexes: **Agenda Number:** VI.-11

Sponsors: **Enactment Date:**

Attachments: Knuckleboom Loader Specs (small) 09202018wt, NTB-Knuckleboom with side loader. **Enactment Number:**

Contact: **Meeting Date:** 10/30/2018

Drafter: Jacquline McClain **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/06/2018					

Text of Legislative File 2018-889

Title

Approve Specifications and Authorize Publication of Advertisement for One (1) New Knuckle Boom Loader and Trash Body With Chasis and Side Dump

Summary
Approve Specifications and Authorize Publication of Advertisement for One (1) New Knuckle Boom

Loader and Trash Body With Chasis and Side Dump

BID SPECIFICATIONS FOR:
KNUCKLE BOOM LOADER AND TRASH BODY WITH CHASSIS AND SIDE DUMP

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 ALL PROPOSALS INCLUDE DELIVERY, TRAINING OF OPERATORS AND SERVICE PERSONNEL.

1.0 BOOM:

1.1 Boom length to be 16ft. with 4ft. telescoping section to 20ft.

1.2 Minimum lift capacity to be 3,300 Lbs. @ 20ft. 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.

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.

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.

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.

1.9 Main Boom shall be constructed of (2) 4"x 8" High Strength Steel Tubing.

1.10 Tip Boom shall be constructed from a 5" x 7" High Strength Steel Tube.

1.11 Tip Boom shall have a 4' telescopic extension tip section constructed from 4"x 6" High Strength Steel Tube.

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.

1.13 Boom pedestal to be mounted directly to the chassis frame rails. Mounting must include inside frame rail supports at the mounting points.

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.

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.

1.16 All boom connections requiring pins shall be equipped with replaceable bushings and heat-treated pins.

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.

1.18 Two stage tandem pump allows for multiple function control of the loader.

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.

3.3 Cut-off valves are to be provided for both pressure and suction.

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.

3.5 All hoses shall be rated at 4,000-psi working pressure.

3.6 Port tubing through the main boom shall be zinc plated steel tube.

3.7 Control valves shall have a 20 GPM rating.

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.

4.0 Power Source:

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.

5.0 Throttle Control:

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.

5.2 Throttle speed-up shall operate only when the transmission in the neutral position.

6.0 Outriggers:

6.1 Outriggers shall be extendable to a distance that will resist loads of 85% of the tipping moment under maximum rated load.

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:

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:

12.1 Bidder must provide all warranties required below. Failure to provide such warranties may result in your bid being deemed non-responsive.

12.2 Entire unit to have a 1-year parts and labor warranty

12.3 3-year warranty on gear box, slewing ring.

12.4 3-year structural warranty.

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

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.

13.2 TWO (2) SETS OF RAKE/SHOVEL LOOPS SHALL BE MOUNTED ON THE FRONT WALL OF THE BODY.

CHASSIS SPECIFICATIONS VENDORS RESPONSE, Y/N - EXCEPTIONS

1.0 ENGINE:

1.1 300 OR GREATER H.P. 6 CYLINDER DIESEL W/ 660LB/FT

TORQUE. EXHAUST BRAKE WITH VARIABLE GEOMETRY TURBO

1.2 160 OR GREATER AMP ALTERNATOR

1.3 (2) 12 VOLT 2250 CCA BATTERIES

1.4 POSITIVE AND NEGATIVE POST FOR JUMPSTART.

POSITIVE LOAD DISCONNECT WITH CAB

MOUNTED CONTROL SWITCH MOUNTED

OUTBOARD DRIVER SEAT

1.5 18.7 CFM COMPRESSOR

1.6 GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT.

1.7 RH HORIZONTAL AFTER TREATMENT DEVICE.13 GALLON DEF TANK IF REQUIRED.

1.8 950 SQUARE INCH RADIATOR

2.0 TRANSMISSION

2.1 ALLISON 3000 RDS W/ PTO PROVISION

AND PUSH BUTTON SHIFT CONTROL ON DASH

2.2 INTERFACE WIRING AND BODY BUILDER CONNECTOR BACK OF CAB.

2.3 ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR BACK OF CAB

2.4 WATER TO OIL TRANSMISSION COOLER

2.5 SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)

2.6 ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED

2.7 ENGINE REMOTE INTERFACE WITH PRESET FAST IDLE.

2.8 ENGINE REMOTE INTERFACE CONNECTOR MOUNTED BACK OF CAB.

3.0 FRONT AXLE

3.1 12,000LB FRONT AXLE WITH SYNTHETIC 75W90 LUBE.

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 6.1 254" WHEELBASE OR EQUIVALENT FOR BODY SPECIFIED. 191" 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 FUEL WATER SEPARATOR WITH PRIMER 8.0 CAB 8.1 HEAVY DUTY NON-AUTOMOTIVE CAB W CHROME GRILL. 8.2 BUG SCREEN, LH/RH GRAB HANDLES, 8.3 AIR CAB MOUNTS 8.3 DUAL WEST COAST MIRRORS, LH & RH 8" CONVEXMIRRORS 8.4 SINGLE 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.

8.11 2 ½LB FIRE EXTINGUISHER AND TRIANGULAR REFLECTORS

8.12 TWO CUP HOLDERS IN DASH

8.13 ELECTRIC WINDSHIELD WIPERS WITH DELAY

9.0 TIRES AND WHEELS

9.1 FRONT TIRES: 11R/22.5 14 PLY WITH HIGHWAY TREAD – 10 HUB PILOT DISC WHEELS

9.2 REAR TIRES: 11R/22.5 14 PLY WITH TRACTION TREAD –10 HUB PILOT DISC WHEELS GENERAL CHASSIS REQUIREMENTS

* TRUCK TO BE WHITE IN COLOR.

* MUST PROVIDE PARTS/WARRANTY/SERVICE WITHIN 120 MILE RADIUS.

* MUST PROVIDE PARTS AND SERVICE MANUALS WITH UNIT.

* MUST PROVIDE STATE AND DOT INSPECTION.

* MUST PROVIDE ON-SITE DRIVER TRAINING AT TIME OF DELIVERY.

* MUST PROVIDE TOWING/ROADSIDE SERVICE WARRANTY FOR 1YEAR

SIDE DUMP TO BE CONSTRUCTED OF HIGH STRENGTH STEEL, PROVIDING A 3:1 SAFETY FACTOR. SIDE DUMP TO BE DESIGNED TO LIFT & DUMP 500LBS.

10.2 SIDE DUMP CARRIAGE TO BE CONSTRUCTED USING A TRACK AND 3" STEEL ROLLER BEARINGS. EACH WITH A STATIC LOAD OF 2500LBS.

10.3 SIDE DUMP BOOM CONSTRUCTED OF HIGH STRENGTH STEEL TUBING.

10.4 SIDE DUMP HOPPER TO HAVE APPROXIMATELY 1 CUBIC YARD CAPACITY. HOPPER TO BE ATTACHED TO THE BOOM BY MEANS OF AN ADJUSTABLE ANGLE SHAFT.

10.5 SIDE DUMP LIFT CYLINDER TO INCORPORATE INTEGRAL HOLDING VALVES. TO PREVENT THE BOOM FROM FALLING IN CASE OF HOSE RUPTURE.

EXTERNALLY MOUNTED HOLDING VALVES ARE NOT ACCEPTABLE.

10.6 CONTROLS ARE SIMI AUTOMATIC. MEANING ONLY ONE FUNCTION WILL WORK AT A TIME FOR SAFETY. THIS ATTACHMENT HAS A DEDICATED HYDRAULIC CONTROL VALVE.

10.7 SIDE DUMP HAS GREASE-ABLE PIVOT POINTS FOR LONGER LIFE.

10.8 SIDE DUMP STORES UNDER THE BODY. THIS ALLOWS THE BODY CAPACITY TO STAY THE SAME.

10.9 SIDE DUMP CAN BE USED WITH A KBF-20H SERIES LOADER AND TKB-1824, TKB-1925, OR TKB-2030

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive bids in the following manner:

Proposals will be accepted until 10:00a.m. On Thursday, December 13, 2018, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401.Vendors must supply prices with their proposal. A bid form is provided. The bid form should be filled out and uploaded by the date and time stated above.

Specifications and procedures can be downloaded from Central Bidding at www.centralbidding.com All bids must comply with the specifications provided. The City of Hattiesburg reserves the right to amend the specifications, as necessary.

Submissions will be evaluated and vendors submitting acceptable offers will be invited to submit priced bids via reverse auction. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic process, please call Central Bidding at (225)810-4814.

Qualified bidders will be invited to participate in a reverse auction, which will take place on January 3, 2019, at 10:30a.m. **Knuckle Boom Loader and Trash Body with Side 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 6th day of November, 2018.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/
CITY CLERK

City of Hattiesburg, MS

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

Master

File Number: 2018-888

File ID:	2018-888	**Type:**	Regular Agenda Item	**Status:**	Routine Agenda
Version:	1	**Reference:**		**In Control:**	City Council
Requester:	Wanda Tyler			**File Created:**	10/17/2018
Brief Title:	Knuckle Boom Loader/Trash Body Specifications			**Final Action:**	
				Minute Book Number:	MB 2018-279

Title: Approve Specifications and Authorize Publication of Advertisement for One (1) New Knuckle Boom Loader and Trash Body with Chasis

Notes:

		Agenda Date:	11/06/2018
Indexes:		**Agenda Number:**	VI.-12
Sponsors:		**Enactment Date:**	
Attachments:	Knuckleboom Loader Specs (large) 09202018wt.docx, NTB-Knuckle Boom with Chassis	**Enactment Number:**	
Contact:		**Meeting Date:**	10/30/2018
Drafter:	Jacquline McClain	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/06/2018					

Text of Legislative File 2018-888

Title
Approve Specifications and Authorize Publication of Advertisement for One (1) New Knuckle Boom Loader and Trash Body with Chasis

SPECIFICATIONS
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. PROPOSAL INCLUDES DELIVERY, TRAINING OF OPERATORS AND SERVICE PERSONNEL.

LOADER SPECIFICATIONS

1.0 Boom:

1.1 Total boom length to be 22ft.

1.2 Minimum lift capacity to be 3,000 lbs. @ 22 ft., (including grapple)

1.3 Boom Pedestal to be constructed of High Strength Steel with a moment capacity of 110,000 ft-lbs. and shall be mounted between rear axle and cab for maximum stability.

1.4 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. The Boom Pivot-Pedestal Assembly shall not exceed 95 inches in height from truck frame (truck frame approx. 40 inches in height). Boom pivot shall be constructed with a safety device.

1.5 Boom shall have 360 degrees continuous rotation. A positive locking pin shall be provided to alleviate rotation while transporting.

1.6 Boom rotation shall be accomplished by a direct hydraulic swing drive through a slewing (bearing) ring capable of producing 342,000 inch-pounds min. of torque. The motor shall be equipped with both counterbalance and pressure relief valves.

1.7 Entire Boom Assembly shall be designed with a tensile strength to provide a safety factor of 3 to 1 at the rated load capacity.

1.8 Main Boom and Tip Boom shall be constructed of reinforced High Strength Steel Tube.

1.9 Main Boom shall be equipped with mechanical stops to prohibit hydraulic cylinders from bottoming out.

1.10 Boom pedestal to be mounted directly to the chassis frame rails. Mounting must include inside frame rail supports at the mounting points.

1.11 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.

1.12 All boom connections requiring pins shall be equipped with replaceable bushings and heat-treated steel pins with provisions for lubrication.

1.13 HYDRAULIC LINES TO TRAVEL THROUGH THE INSIDE OF BOOM FOR SAFE, UNRESTRICTED OPERATION.

2.0 Operator's Station:

2.1 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)

2.2 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.

2.3 Joy sticks shall not require any lubrication thereby eliminating frequent maintenance.

2.4 Outriggers controlled by individual levers located conveniently in the center of the operator's platform.

2.5 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.

2.6 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.

3.0 Trash Grapple\Bucket:

3.1 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.

3.2 Bucket is to be opened and closed by (2) 3½ inch bore hydraulic cylinders with a closing force\"bite" of 4,000 lbs.

3.3 Bucket is to be 4ft. long and capable of opening to 60 inches from lip to lip.

3.4 Bucket shall be fabricated with a bolt on replaceable H.S.H.C. steel cutting edge.

4.0 Hydraulics:

4.1 Reservoir shall be a minimum of 50 gallons. It shall have a dual level/oil temperature gauge on side of tank. An in-tank suction strainer is included.

4.2 Filter shall be a 10-micron, return line replaceable mounted on outside of reservoir.

4.3 Main Boom and Tip Boom shall contain pilot operated check valves as an integral part of each cylinder. Bolt on pilot operated check valves will not be permissible.

4.4 All hoses shall be rated at 4,000-psi working pressure.

4.5 Control valves shall have a 24 GPM rating at 3,000 PSI and an adjustable relief valve.

4.6 All hydraulic cylinders to be of the "bolt-on head gland" design.

4.7 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.

5.0 Power Source:

5.1 A heavy – duty clutch style (Hot Shift) PTO and a heavy duty tandem bi-rotational hydraulic pump which allows for "multiple function control" of the crane functions.

6.0 Throttle Control:

6.1 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.

6.2 Throttle speed-up shall operate only when the transmission is in the neutral position.

7.0 Outriggers:

7.1 Outriggers shall be extendable to a distance that will resist the tipping moment under maximum rated load, and have pilot operated holding valves.

7.2 The outriggers are to be equipped with smooth pads to cause minimum damage to contacted surface.

7.3 Outriggers shall be "A" frame style.
The retracted overall dimension shall be approx. 7 ft. 11 inches and the extended dimension (at ground level) shall be approx. 9 ft. 8 inches.

7.4 Outrigger cylinders for stabilizing loader shall be mounted inside telescoping legs. Outrigger cylinders shall have pilot operated check valve to prevent possible leak down.

8.0 Paint:

8.1 Loader shall receive (1) coat of high- grade primer and (2) coats of high-grade enamel paint (manufacturer's standard colors).

1.0 Trash Body:

1.1 30 cubic yard capacity.

1.2 20 ft. body length.

1.3 Body floor shall be made of 1/4" steel 1 solid piece.

1.4 Body walls to be constructed with 10-gauge sheet steel. Wall stiffeners to be 3 inches x 4 inches minimum, 11 gauge formed channels placed on approximately 24-inch centers.

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.

1.6 Wall stiffeners will be welded to top rail and wall skins and floor bumper rail.

1.7 Front body wall to be 42 inches high with side walls transition from 42 inches at the front to 72 inches high 8 ft. from the front.

1.8 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.

1.9 Body shall have a one-piece door 5 foot with 3 heavy duty hinges with 1-inch diameter pin and allow for lubrication.

1.10 The rear door shall serve as the grapple rest and have a slot 25 inches wide x 12 inches tall. The door shall have a 3/16 "skin with 4-inch x 2-inch x ¼ inch rectangular tubing reinforcement to support

weight of grapple.

1.11 Door latch shall be cam operated from the driver's side and provide a safety lock. A provision shall be made to allow the door to be opened and rotate against passenger side body wall with latch to hold open while dumping body.

2.0 Body Hoist:

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.

3.0 Lights and Reflectors:

3.1 L.E.D. lights shall be provided. One marker and strobe light on left and right top of rear body posts. a 2 ½ inch marker and 2-inch x 6-inch strobe. Also, provide one light on left and right rear under body for back up and brake/turn in metal box. There shall be 3 marker lights mounted on rear of body centered. All Lighting to be Dot Standards and shall conform to current state and federal standards.

3.2 Reflective safety tape shall be on both sides and on rear of body.

4.0 Paint:

4.1 Body exterior shall receive (1) coat of high-grade primer and (2) coats of high-grade enamel paint.

4.2 Body interior shall receive (1) coat of high-grade primer.

5.0 Safety Rear Bumper:

5.1 Body shall have a rear safety bumper. The bumper must 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.

6.0 Safety Props

6.1 Two (2) body safety props shall be installed one on each side of the body frame rails.

7.0 Warranty:

7.1 Bidder must provide all warranties required below. Failure to provide such warranties may result in your bid being deemed non-responsive.

7.2 Entire unit to have a one Year Parts and Labor warranty and a 1 year structural warranty.

7.3 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.

8.0 Other Requirements:

8.1 18" DEEP X 18" WIDE X 36" LOCKING HEAVY DUTY TRUCK BOX SHALL BE FRAME MOUNTED ON EACH SIDE OF CAB BEHIND OPERATOR PLATFORM.

8.2 TWO (2) SETS OF RAKE/SHOVEL LOOPS SHALL BE MOUNTED ON THE FRONT WALL OF THE BODY.

8.3 Two (2) LED WORK LIGHTS MOUNTED ON TIP BOOM

8.4 REAR STROBE UNDER BODY W/GUARD

TRUCK CHASSIS REQUIREMENTS

1.0 Engine
1.1 450 H.P. Inline 6 Cylinder Turbo Diesel Wet Sleeve w/ 1000lb/ft torque or Dry Sleeve. Minimum engine warranty – 24 Months/250,000 Miles

1.2 160 or greater Amp Alternator

1.3 (3) 12Volt 2280 CCA Batteries

1.4 18.7 CFM Compressor

1.5 115 Volt Block Heater

1.6 Engine Brake w Variable geometry Turbo

1.7 Gates Blue Stripe Coolant Hoses

1.8 RH Inboard Frame Mounted Horizontal After-treatment Device w RH Cab Mounted Vertical Tailpipe.

1.9 23-gallon DEF Tank filled 100% full at delivery

1.10 1100 Square Inch Radiator

1.11 Side of Hood Air Intake and
Donaldson Air Cleaner, With Pre-Cleaner

1.12 Battery Disconnect mounted inside cab

2.0 Transmission
2.0 Allison 3000 RDS w/ PTO Provision
and push button shift control on dash. with 6-Speed Overdrive Option.

2.2 Interface Wiring and Body Builder Connector Back of Cab.

2.3 Electronic Transmission Customer Access Connector Back of Cab

2.4 Water to Oil Transmission Cooler

2.5 Castrol Transynd Synthetic Transmission Fluid

3.0 Front Axle
3.1 16,000lb Front Axle

3.2 16,000lb Taper Leaf Suspension w/ Shock Absorbers

3.3 16.5” x 6” Q+ Brake Shoes w/ Auto Slack Adjusters

4.0 Rear Axle
4.1 40,000 lb. Rear Tandem Axle, w/ synthetic lube

4.2 40,000lb Variable Rate Multi-Leaf Suspension w/ Helper and Radius Rod

4.3 17N Main Driveline or Equivalent

4.4 Axle ratio to be 5.29 and achieve road speed of 68 mph.

4.4 16.5" x 7" Q Cam Brake Shoes w/ Auto Slack Adjusters

5.0 Brake System
5.1 Anti-Lock Air Brakes

5.2 Bendix AD-9 Air Dryer with heater and Pull Cables on all Reservoirs.

6.0 Frame and Wheelbase
6.1 274" Wheelbase, 210" CA or Equivalent for Body Specified

6.2 Front Tow Hooks

6.3 11/32" x 3-1/2" x 10-3/16" Steel Frame or Equivalent with 120KSI

6.4 Minimum 1,808,400 Frame RBM per rail / Section modulus 15.07 per rail

7.0 Fuel Tanks & Equipment
7.1 80 Gallon LH Aluminum Fuel tank

7.2 Fuel water Separator with Indicator Light

7.3 Fuel Cooler

8.0 Cab
8.0 Heavy Duty Aluminum Non-Automotive Cab with 60 Month / 150,000 Mile Warranty.

8.1 Air Cab Mounts

8.2 2-1/2 " Fender Extension

8.3 Bug screen, LH/RH Grab handles,

8.3 Heated Dual Stainless-Steel West Coast Mirrors w/ 8" Spot Mirrors

8.4 Air Horn Roof Mounted

8.5 Heater, Defroster, Air Conditioner

8.6 High Back Air Ride Driver 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/WB Radio

8.10 Automatic Self-Reset Circuit Breakers

8.11 2 ½lb Fire Extinguisher and Triangular Reflectors

8.12 Two Cup Holders in Dash

8.13 Electric Windshield Wipers with Delay

8.14 12V Power supply in dash

8.15 Tilt and Telescoping steering wheel

8.16 Engine remote interface with preset fast idle

8.17 Dash mounted PTO switch

9.0 Tires and Wheels
9.1 Front Tires: 385/65R22.5 G291 18 Ply with Highway Tread – 10 Hub Pilot Disc Wheels

9.2 Rear Tires: 11R/22.5 G287 14 Ply with Traction Tread –10 Hub Pilot Disc Wheels

General Chassis Requirements
* Must provide parts/warranty/service within 30-mile radius.
* Must provide a 24-hour service location
* Must provide dot inspection.
* Must provide on-site driver training at time of delivery.
* Must provide towing/roadside service warranty for 1Year.
* Selling Dealer must provide Diesel GHG14 and OBD 2015 support for both engine and exhaust systems.

Bidder shall provide a separate quote on chassis per bid specifications equipped with a Telma Retarder.

Bidder may offer a guaranteed buy-back provision at the end of two, three and four years. If buy-back is offered, bidder must list and conditions and/or limitations to their buy-back offer. The buy-back offer may be a factor in determining the lowest and best bid.

NOTICE TO BIDDERS

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Proposals will be accepted until 10:00a.m. On Thursday, December 13, 2018, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401.Vendors must supply prices with their proposal. A bid form is provided. The bid form should be filled out and uploaded by the date and time stated above.

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Qualified bidders will be invited to participate in a reverse auction, which will take place on January 3, 2019, at 10:00a.m.

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 6th day of November, 2018.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/
CITY CLERK

City of Hattiesburg, MS

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

Master

File Number: 2018-898

File ID:	2018-898	**Type:**	Regular Agenda Item	**Status:**	Routine Agenda
Version:	1	**Reference:**		**In Control:**	City Council
Requester:	Deborah Bourne			**File Created:**	10/24/2018
Brief Title:	Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.			**Final Action:**	
				Minute Book Number:	MB 2018-279

Title:

Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Notes:

		Agenda Date:	11/06/2018
Indexes:		**Agenda Number:**	VI.-13
Sponsors:		**Enactment Date:**	
Attachments:	Memo's (11-06-18), Receipts (11-06-18), Deeds (11-06-18), Executed grave spaces	**Enactment Number:**	
Contact:		**Meeting Date:**	11/06/2018
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/06/2018					

Text of Legislative File 2018-898

Title

Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Summary

Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds

Budget Information

Expenditure Type

Purchasing Item

Publication Information

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: September 28, 2018

The following represents the grave spaces sold on September 28, 2018

Ivory & Denise Kindred

(2) Spaces $ 350.00

Northwest Quarter (NW ¼)

Lot 55, Section 35, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: October 9, 2018

The following represents the grave spaces sold on October 9, 2018.

Whakinda Gowdy

(1) Space $ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 87, Section 34, Highland Cemetery

Jack Bridges

(1) Space $ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 68, Section 34, Highland Cemetery

Jay Staats

(2) Spaces $ 350.00

Northeast Quarter (NE ¼)

Lot 45, Section 35, Highland Cemetery

Lynn Haynes

(1) Space $ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 76, Section 34, Highland Cemetery

Marcus McSwain

(1) Space $ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 47, Section 34, Highland Cemetery

Willie James Lee, Jr

(1) Space $ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 84, Section 34, Highland Cemetery

L. Conrad Welker

(4) Spaces $ 700.00

East Half (E ½)

Lot 48, Section 35, Highland Cemetery

Michael Posey

(1) Space $ 150.00

West Half (W ½) of the Northeast Quarter (NE ¼)

Lot 33, Section 1, South Hill cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: October 16, 2018

The following represents the grave spaces sold on October 16, 2018

Booker & Linda Holmes

(2) Spaces $ 350.00

Northwest Quarter (N ¼)

Lot 11, Section 35, Highland Cemetery

Patricia B. Nicholson

(1) Space $ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 51, Section 34, Highland Cemetery

Kenneth D. Speed

(2) Spaces $ 350.00

Northeast Quarter (NE ¼)

Lot 60, Section 35, Highland Cemetery

Kathy Ryan

(1) Space $ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 53, Section 36, Highland Cemetery

Kathy Ryan

(2) Spaces $ 350.00

Northeast Quarter (NE ¼)

Lot 53, Section 36, Highland Cemetery

Carolyn Strickling

(1) Space $ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 60, Section 36, Highland Cemetery

Sondra R. Miller-Shegog

(1) Space $ 150.00

East Half (E ½) of the Northwest Quarter (NW ¼)

Lot 108, Section 1, South Hill Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: October 19, 2018

The following represents the grave spaces sold on October 19, 2018

Susan Turner

(1) Space $ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 3, Section 32, Highland Cemetery

Marsha Knight

(2) Spaces $ 350.00

Southeast Quarter (SE ¼)

Lot 49, Section 36, Highland Cemetery

Fredrick Toy

(1) Space $ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 55, Section 36, Highland Cemetery

Joyce Bradley

(2) Spaces $ 350.00

Southeast Quarter (SE ¼)

Lot 73, Section 37, Highland Cemetery

Cecilia Jones and Nathan Jones

(2) Spaces $ 300.00

Northeast Quarter (NE ¼)

Lot 62, Section 2, South Hill Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: October 24, 2018

The following represents the grave spaces sold on October 24, 2018

Adrienne Brownlow

(1) Space $ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 32, Section 35, Highland Cemetery

Marlon Lewis

(1) Space $ 175.00

South Half (S ½) of the southeast Quarter (SE ¼)

Lot 45, Section 35, Highland Cemetery

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 09-24 20 18

SOLD TO:

Mr.. Mrs. Miss Ivory & Denise Kindred

ADDRESS 2806 Hillside Dr Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

— 1/2 NW 1/4 Lot No. 55 Section No. 35 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

CK #142

CITY OF HATTIESBURG, MISSISSIPPI

By [signature]
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10/31 20 18

SOLD TO:

Mr.. Mrs. Miss Whakinda Gowdy

ADDRESS 17 Palmer Circle, Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 87 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-04 20 19

SOLD TO:

Mr.. Mrs. Miss Jack Bridges

ADDRESS 1678 James St. Hattiesburg, MS 3944

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 68 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CK # 8796

CITY OF HATTIESBURG, MISSISSIPPI

By [signature]
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 09-28 20 18

SOLD TO:

Mr.. Mrs. Miss Michael Posey

ADDRESS 126 Taylor Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

W ½ NE ¼ Lot No. 33 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space $ 150.00

Price Received $ 150.00

CK#8781

CITY OF HATTIESBURG, MISSISSIPPI

By [signature]

Supt. of City Cemeteries

---

mail to
20 Franklin Place
Hattiesburg, MS 39402

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-04 2018

SOLD TO:

Mr.. Mrs. Miss Jay Staats

ADDRESS 205 Bay Street, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E ½ NE ¼ Lot No. 45 Section No. 35 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

CK# 7732

CITY OF HATTIESBURG, MISSISSIPPI

By [signature]

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-08 2018

SOLD TO:

Mr.. Mrs. Miss Lynn Haynes

ADDRESS 397 Sam Bayboro Dr. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ NE ¼ Lot No. 74 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CK# 3445

CITY OF HATTIESBURG, MISSISSIPPI

By [signature]

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-08 2018

SOLD TO:

Mr.. Mrs. Miss L. Conrad Weller

ADDRESS 1016 Jeff Davis Circle Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

E ½ — ¼ Lot No. 48 Section No. 35 in Highland Cemetery

Number of grave spaces 4 Price per grave space $ 175.00

Price Received $ 700.00

CK # 8574

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-05 2018

SOLD TO:

Mr.. Mrs. Miss Marcus McSwain

ADDRESS 100 Montrose Loop Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ SW ¼ Lot No. 47 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

Mail to:
29 Taylor's Turn
Hattiesburg, MS
39402

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-05 2018

SOLD TO:

Mr.. Mrs. Miss Willie James Lee, Jr

ADDRESS 5752 Hwy 49 S Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ NW ¼ Lot No. 84 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-09 20 18

SOLD TO:

Mr.. Mrs. Miss Reuben & Linda Holmes

ADDRESS 1004 E. 6th St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

— ½ NW ¼ Lot No. 11 Section No. 35 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By _____

Supt. of City Cemeteries

Mail to:
P.O. Box 596
Bonita, CA 91908-0596

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10/09/ 20 18

SOLD TO:

Mr.. Mrs. Miss Sondra R. Miller-Shegog

ADDRESS 304-B Eighth Ave, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E ½ NW ¼ Lot No. 108 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space $ 150.00

Price Received $ 150.00

CK# 6583

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Brune

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-10 20 18

SOLD TO:

Mr.. Mrs. Miss Patricia B Nicholson

ADDRESS 622 New Orleans St Hattiesburg, MS 3940

desires to purchase the grave space described below, subject to Cemetery regulations.

N ½ SW ¼ Lot No. 51 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CK # 4197

CITY OF HATTIESBURG, MISSISSIPPI

By _____

Supt. of City Cemeteries

mail to:
53 Bowman Rd
Petal, MS
39465

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-11 2018

SOLD TO:

Mr.. Mrs. Miss Kenneth D. Speed

ADDRESS 805 Hardy St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

— ½ NE ¼ Lot No. 60 Section No. 35 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

CK #4,544

CITY OF HATTIESBURG, MISSISSIPPI

By _____

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10 / 15 2018

SOLD TO:

Mr.. Mrs. Miss Kathy Ryan

ADDRESS 512 Court St Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

— ½ NE ¼ Lot No. 53 Section No. 36 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

CK# 3168

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10/15 20 18

SOLD TO:

Mr.. Mrs. Miss Kathy Ryan

ADDRESS 512 Court st. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N ½ SE ¼ Lot No. 53 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

ck# 3168

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10/15/ 20 18

SOLD TO:

Mr.. Mrs. Miss Carolyn Strickling

ADDRESS 635 Milton Barnes Ave, Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N ½ NE ¼ Lot No. 60 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

ck# 7751

by: Sandra F. Kobs

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., October 1[illegible] 20 1[illegible]

SOLD TO:

Mr.. Mrs. Miss Susan Turner

ADDRESS 600 John St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N ½ SW ¼ Lot No. 3 Section No. 32 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bowne
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-~~20~~ 17 20 18

SOLD TO:

Mr.. Mrs. Miss Marsha Knight

ADDRESS 2010 Brooklane Dr. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

— ½ SE ¼ Lot No. 49 Section No. 36 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By [signature]
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-16 20 18

SOLD TO:

Mr.. Mrs. Miss Joyce Bradley

ADDRESS 207 40th Place Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

— ½ SE ¼ Lot No. 73 Section No. 37 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

Cash $200.00
CK # 167 $250.00

CITY OF HATTIESBURG, MISSISSIPPI

By [signature]
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-19 20 18

SOLD TO:

Mr.. Mrs. Miss Frederick Ivy

ADDRESS 564 Snow Bird St. Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ SW ¼ Lot No. 55 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

ck# 2195

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

Mail to:
34 Silver Maple TLR

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Petal, ms. 39465

Hattiesburg, Miss., 10/16/ 20 18

SOLD TO:

Mr.. Mrs. Miss Cecilia Jones and Nathan Jones

ADDRESS 510 Berry St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

— ½ NE ¼ Lot No. 68 Section No. 2 in South Hill Cemetery

Number of grave spaces 2 Price per grave space $ 150.00

Price Received $ 300.00

Ck# 5045

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-20 2018

SOLD TO:

Mr.. Mrs. Miss Adrienne Brownlow

ADDRESS 517 Miller St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N ½ SW ¼ Lot No. 32 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CK #2287

CITY OF HATTIESBURG, MISSISSIPPI

By [signature]
Supt. of City Cemeteries

Marion
P.O. Box 16234
Tuscaloosa, Ala
72403

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-19 2018

SOLD TO:

Mr.. Mrs. Miss Marion Lewis

ADDRESS 5752 Hwy 49 S Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ SE ¼ Lot No. 45 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 [signature]
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 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, Ivory & Denise Kindred, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 55 Section Number 35

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 6th day November 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018

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 Whakinda Gowdy, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 87 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of November, 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018.

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 Jack Bridges, 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 (N½) of the Southeast Quarter (SE¼)

Lot 68 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of November, 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018.

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, Jay Staats, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 45 Section Number 35

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 6th day November 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018

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 Lynn Haynes, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 76 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of November, 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018.

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 Marcus McSwain, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 47 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of November, 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018.

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 Willie James Lee, Jr, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 84 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of November, 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018.

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 SEVEN HUNDRED AND NO/100 Dollars ($700.00), 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 L. Conrad Welker, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½)

Lot Number 48 Section Number: 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) 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 6th day of November 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018.

My Commission Expires:

_____

_____
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars ($150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Michael Posey, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½) of the Northeast Quarter (NE¼)

Lot Number: 33 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of November, 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018.

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, Booker & Linda Holmes, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 11 Section Number 35

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 6th day November 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018

My Commission Expires:

_____

_____
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Patricia B. Nicholson, 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 (N½) of the Southwest Quarter (SW¼)

Lot 51 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of November, 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

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, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018.

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, Kenneth D. Speed, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 60 Section Number 35

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 6th day November 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018

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 Kathy Ryan, 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 (N½) of the Southeast Quarter (SE¼)

Lot 53 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of November, 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018.

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, Kathy Ryan, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 53 Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day November 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018

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 Carolyn Strickling, 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 (N½) of the Northeast Quarter (NE¼)

Lot 60 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of November, 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars ($150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Sondra R. Miller-Shegog, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Northwest Quarter (NW¼)

Lot Number: 108 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of November, 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____
CITY CLERK MAYOR
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018.

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 Susan Turner, 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 (N½) of the Southwest Quarter (SW¼)

Lot 3 Section 32

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of November, 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

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, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018.

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, Marsha Knight, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 49 Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day November 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018

My Commission Expires:

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_____
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 Fredrick Toy, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 55 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of November, 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018.

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, Joyce Bradley, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 73 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 6th day November 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018

My Commission Expires:

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NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of THREE HUNDRED AND NO/100 Dollars ($300.00), 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 Cecilia Jones and Nathan Jones, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number: 68 Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing Two (2) 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 6th day of November 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018.

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 Adrienne Brownlow, 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 (N½) of the Southwest Quarter (SW¼)

Lot 32 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of November, 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018.

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 Marlon Lewis, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 45 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of November, 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018.

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, Ivory & Denise Kindred, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 55 Section Number 35

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 6th day November 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018

STATE OF MISSISSIPPI HALEY YOUNG ID NO. 83672 Commission Expires 11/05/2022 NOTARY PUBLIC FORREST COUNTY

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 Whakinda Gowdy, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 87 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of November, 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018.

My Commission Expires:

STATE OF MISSISSIPPI HAZEL YOUNG ID NO. 80272 Commission Expires 11/05/2022 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 Jack Bridges, 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 (N½) of the Southeast Quarter (SE¼)

Lot 68 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of November, 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018.

STATE OF MISSISSIPPI HAZEL YOUNG ID NO. 80272 Commission Expires 11/05/2022 NOTARY PUBLIC FORREST COUNTY

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, Jay Staats, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 45 Section Number 35

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 6th day November 2018.

ATTEST:

CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018

My Commission Expires:

STATE OF MISSISSIPPI HAZEL YOUNG ID NO. 80272 Commission Expires 11/05/2022 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 Lynn Haynes, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 76 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of November, 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018.

My Commission Expires:

STATE OF MISSISSIPPI HAZEL YOUNG ID NO. 80272 Commission Expires 11/05/2022 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 Marcus McSwain, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 47 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of November, 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018.

My Commission Expires:

STATE OF MISSISSIPPI HAZEL YOUNG ID NO. 80272 Commission Expires 11/05/2022 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 Willie James Lee, Jr, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 84 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of November, 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018.

My Commission Expires:

STATE OF MISSISSIPPI HAZEL YOUNG ID NO. 80272 Commission Expires 11/05/2022 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 SEVEN HUNDRED AND NO/100 Dollars ($700.00), 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 L. Conrad Welker, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½)

Lot Number 48 Section Number: 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) 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 6th day of November 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI HAZEL YOUNG ID NO. 80272 Commission Expires 11/05/2022 NOTARY PUBLIC FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars ($150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Michael Posey, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½) of the Northeast Quarter (NE¼)

Lot Number: 33 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of November, 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
HAZEL YOUNG
ID NO. 80272
Commission Expires
11/05/2022
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, Booker & Linda Holmes, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number 11 Section Number 35

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 6th day November 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI HAZEL YOUNG ID NO 60272 Commission Expires 11/05/2022 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 Patricia B. Nicholson, 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 (N½) of the Southwest Quarter (SW¼)

Lot 51 Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of November, 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018.

My Commission Expires:

STATE OF MISSISSIPPI HAZEL YOUNG ID NO 60272 Commission Expires 11/05/2022 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 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, Kenneth D. Speed, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 60 Section Number 35

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 6th day November 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI HAZEL YOUNG ID NO. 60272 Commission Expires 11/05/2022 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 Kathy Ryan, 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 (N½) of the Southeast Quarter (SE¼)

Lot 53 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of November, 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI HAZEL YOUNG ID NO. 60272 Commission Expires 11/05/2022 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, Kathy Ryan, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 53 Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day November 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018

My Commission Expires:

STATE OF MISSISSIPPI HAZEL YOUNG ID NO 60272 Commission Expires 11/05/2022 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 Carolyn Strickling, 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 (N½) of the Northeast Quarter (NE¼)

Lot 60 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of November, 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018.

My Commission Expires:

STATE OF MISSISSIPPI HAZEL YOUNG ID NO 80272 Commission Expires 11/05/2022 NOTARY PUBLIC FORREST COUNTY

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars ($150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Sondra R. Miller-Shegog, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Northwest Quarter (NW¼)

Lot Number: 108 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of November, 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018.

My Commission Expires:

STATE OF MISSISSIPPI HAZEL YOUNG ID NO 60272 Commission Expires 11/05/2022 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 Susan Turner, 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 (N½) of the Southwest Quarter (SW¼)

Lot 3 Section 32

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of November, 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018.

My Commission Expires:

STATE OF MISSISSIPPI HAZEL YOUNG ID NO. 80272 Commission Expires 11/05/2022 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 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, Marsha Knight, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 49 Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day November 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018

My Commission Expires:

STATE OF MISSISSIPPI HAZEL YOUNG ID NO 80272 Commission Expires 11/05/2022 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 Fredrick Toy, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 55 Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of November, 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018.

My Commission Expires:

STATE OF MISSISSIPPI HAZEL YOUNG ID NO. 80272 Commission Expires 11/05/2022 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 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, Joyce Bradley, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 73 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 6th day November 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018

STATE OF MISSISSIPPI HAZEL YOUNG ID NO 60272 Commission Expires 11/05/2022 NOTARY PUBLIC FORREST COUNTY

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of THREE HUNDRED AND NO/100 Dollars ($300.00), 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 Cecilia Jones and Nathan Jones, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number: 68 Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing Two (2) 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 6th day of November 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018.

My Commission Expires:

STATE OF MISSISSIPPI HAZEL YOUNG ID NO 60272 Commission Expires 11/05/2022 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 Adrienne Brownlow, 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 (N½) of the Southwest Quarter (SW¼)

Lot 32 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of November, 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018.

My Commission Expires:

STATE OF MISSISSIPPI HAZEL YOUNG ID NO 60272 Commission Expires 11/05/2022 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 Marlon Lewis, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 45 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 6th day of November, 2018.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 6th day of November, 2018.

My Commission Expires:

STATE OF MISSISSIPPI HAZEL YOUNG ID NO 60272 Commission Expires 11/05/2022 NOTARY PUBLIC FORREST COUNTY

NOTARY PUBLIC

City of Hattiesburg, MS

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

Master

File Number: 2018-902

File ID:	2018-902	**Type:**	Regular Agenda Item	**Status:**	Routine Agenda
Version:	1	**Reference:**		**In Control:**	City Council
Requester:				**File Created:**	10/24/2018
Brief Title:	Claims docket for the period ending 10/31/2018.			**Final Action:**	
				Minute Book Number:	MB 2018-279

Title:
Approve claims docket for the period ending October 31, 2018.

Notes:			
		Agenda Date:	11/06/2018
Indexes:		**Agenda Number:**	VI.-14
Sponsors:		**Enactment Date:**	
Attachments:	Docket ending 10-31-18	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/06/2018					

Text of Legislative File 2018-902

Title

Approve claims docket for the period ending October 31, 2018.

Summary

Claims docket for the period ending 10/31/2018.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 31, 2018

Date - 10/29/18

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 A A A AMBULANCE SERVICE	18-58647 BAK	00183841	18000411	SERV 9/23/18 BAKER PRISONER	10/31/18	266848	259.63-
00001 A A A AMBULANCE SERVICE	18-41847 RIL	00183841	18000412	SERV 7/11/18 RILEY PRISONER	10/31/18	266848	287.31-
A A A AMBULANCE SERVICE							
Sum							546.94-
00001 A 1 FIRE EQUIPMENT	2547	00183578	18000447	FIREFIGHTER BOOTS	10/31/18	266849	335.00-
A 1 FIRE EQUIPMENT							
Sum							335.00-
00001 AAMCO TRANS/AUTOMOTIVE S	I140634	00183530	18000229	REPLACE ENGINE U#15922 TRAFF	10/31/18	266850	2,712.14-
00001 AAMCO TRANS/AUTOMOTIVE S	I140638	00183506	18000243	REPRS U#17017 HEALTH	10/31/18	266850	1,252.45-
00001 AAMCO TRANS/AUTOMOTIVE S	I140657	00183533	18000430	REPRS U#14690 CEMETERY	10/31/18	266850	2,638.00-
AAMCO TRANS/AUTOMOTIVE S							
Sum							6,602.59-
00001 ACUITY GROUP OF MISSISSI	12021	00184014	18000541	MNTHLY SERV 10/18	10/31/18	266851	1,122.00-
ACUITY GROUP OF MISSISSI							
Sum							1,122.00-
00001 AIRDESIGNS SIGN & GRAFFI	505675	00183704	18000355	BRIDGE WT LIMIT SIGN LETTERS	10/31/18	266855	45.00-
AIRDESIGNS SIGN & GRAFFI							
Sum							45.00-
00001 AIRGAS USA LLC (NORDAN S	9081206380	00183415	18000294	OXYGEN CYCL REFILL P/F ACDMY	10/31/18	266856	53.91-
00001 AIRGAS USA LLC (NORDAN S	9956447924	00183663	18000346	CYL RENT FIRE DEPT	10/31/18	266856	275.95-
00001 AIRGAS USA LLC (NORDAN S	9956449778	00183663	18000347	CYL RENT FIRE DEPT	10/31/18	266856	30.80-
00001 AIRGAS USA LLC (NORDAN S	9956447925	00183960	18000512	CYLINDER RENT P/W SHOP	10/31/18	266856	274.58-
00001 AIRGAS USA LLC (NORDAN S	9956447926	00183966	18000513	CYLINDER RENT TRAFFIC/CONSTR	10/31/18	266856	48.21-
00001 AIRGAS USA LLC (NORDAN S	9956447927	00183966	18000514	CYLINDER RENT TRAFFIC/CONSTR	10/31/18	266856	112.53-
AIRGAS USA LLC (NORDAN S							
Sum							795.98-
00001 AIRGAS USA, LLC (LAUREL)	9081206379	00183465	18000298	MAINT SUPP P/W SHOP	10/31/18	266857	99.14-
AIRGAS USA, LLC (LAUREL)							
Sum							99.14-
00001 ALLBRITTON CHAIN SAW & L	60143	00183762	18000407	WEEDEATER REPR PTS AIRPORT	10/31/18	266858	1,268.05-
ALLBRITTON CHAIN SAW & L							
Sum							1,268.05-
00001 AMERICAN GRAPHICS	8462	00183588	18000522	T-SHIRTS MAYOR'S YTH COUNCIL	10/31/18	266859	386.00-
AMERICAN GRAPHICS							
Sum							386.00-
00001 ANDERSON RETAIL INC	139865	00183994	18000502	FLOOR TILE REPR POLICE BLDG	10/31/18	266861	357.98-

00001 ANDERSON RETAIL INC	127794	00183935	18000537	FLOOR GLUE YOUTH ART MUSEUM	10/31/18	266861	59.99-
ANDERSON RETAIL INC							
Sum							417.97-
00001 APPLIED CONCEPTS INC	336412	00182938	18000480	RADARS 10 NEW POLICE UNITS	10/31/18	266862	24,153.00-
APPLIED CONCEPTS INC							
Sum							24,153.00-
00001 ASSN OF STATE FLOODPLAIN	EXAM RETAKE	00183903	18000474	ASFPM CFM EXAM RETAKE	10/31/18	266864	50.00-
ASSN OF STATE FLOODPLAIN							
Sum							50.00-
00001 AT&T	601M26940440	00020191	18000251	SERV 10/8-11/7/18 POLICE	10/31/18	266865	76.00-
00001 AT&T	601M81832700	00201931	18000252	MNTHLY SERV 10/18 VARI DEPTS	10/31/18	266866	13,754.44-
00001 AT&T	601545491010	00201938	18000315	SERV 10/8-11/7/18 DISPATCH	10/31/18	266867	170.20-
00001 AT&T	601M26684200	00183781	18000366	INTERACT SOFTWARE SUPPORT	10/31/18	266868	6,790.00-
00001 AT&T	601M26491400	00183781	18000367	INTERACT SOFTWARE SUPPORT	10/31/18	266869	47.00-
00001 AT&T	056314932900	00201969	18000598	L/DIST 10/15-11/15/18 DISPATCH	10/31/18	266870	43.32-
AT&T							
Sum							20,880.96-
00001 AT&T CAPITAL SERVICES	3049379	00183782	18000368	INTERACT CAD/RMS POLICE	10/31/18	266871	12,556.56-
AT&T CAPITAL SERVICES							
Sum							12,556.56-
00001 AT&T MOBILITY	287273578351	00183649	18000255	WIRELESS SERV 9/18 VARI DEPTS	10/31/18	266872	9,464.71-
00001 AT&T MOBILITY	287273861504	00183631	18000258	GPS TRACKING 9/18 VARI DEPTS	10/31/18	266872	4,173.82-
AT&T MOBILITY							
Sum							13,638.53-
00001 AUTO ARMATURE SERVICE IN	14308	00183491	18000228	BATTERY U#18603 TRAFFIC	10/31/18	266874	187.95-
00001 AUTO ARMATURE SERVICE IN	14314	00183464	18000232	BATTERY U#17876 HEALTH	10/31/18	266874	130.95-
00001 AUTO ARMATURE SERVICE IN	14311	00183464	18000233	BATTERY U#17876 HEALTH	10/31/18	266874	136.95-
00001 AUTO ARMATURE SERVICE IN	14310	00183464	18000234	BATTERY U#17876 HEALTH	10/31/18	266874	131.95-
00001 AUTO ARMATURE SERVICE IN	14318	00183529	18000240	BATTERY U#11946 CONSTR	10/31/18	266874	139.95-
00001 AUTO ARMATURE SERVICE IN	14350	00183618	18000280	BATTERY U#20050 CONSTR	10/31/18	266874	187.95-
00001 AUTO ARMATURE SERVICE IN	14543	00183969	18000563	BATTERY U#19293 PUB WORKS	10/31/18	266874	132.95-
00001 AUTO ARMATURE SERVICE IN	14544	00183969	18000564	STARTER U#14544 PUB WORKS	10/31/18	266874	129.95-
AUTO ARMATURE SERVICE IN							
Sum							1,178.60-
00001 BARTLETT ARBORIST SUPPLY	43682	00183794	18000466	RIGGING ROPE TREE CREW	10/31/18	266878	135.95-
BARTLETT ARBORIST SUPPLY							
Sum							135.95-
00001 BIG IRON DIESEL REPAIR L	RO3009	00183396	18000236	REPRS U#16007 PUB WORKS	10/31/18	266880	190.00-
BIG IRON DIESEL REPAIR L							
Sum							190.00-
00001 BOAM	REG MITCHELL	00183564	18000227	REG MITCHELL TRNG OXFORD	10/31/18	266882	125.00-

BOAM								
Sum								125.00-
00001	BRACKMAN MOWER WAREHOUSE	42340	00183405	18000222	WASHING MACHINE #5 FIRE STA	10/31/18	266886	899.00-
00001	BRACKMAN MOWER WAREHOUSE	42190	00183245	18000559	REPR PTS VARI HEALTH UNITS	10/31/18	266886	275.70-
00001	BRACKMAN MOWER WAREHOUSE	42408	00183569	18000566	REPRS U#20505 MOWER AIRPORT	10/31/18	266886	589.50-
00001	BRACKMAN MOWER WAREHOUSE	42409	00183569	18000567	REPRS U#20507 MOWER AIRPORT	10/31/18	266886	485.28-
00001	BRACKMAN MOWER WAREHOUSE	42410	00183569	18000568	REPRS U#18891 MOWER AIRPORT	10/31/18	266886	960.45-
BRACKMAN MOWER WAREHOUSE								
Sum								3,209.93-
00001	BROWN, CASSUNDRA P (REFU	DAMAGE DEP R	00201966	18000570	DAMAGE DEPOSIT REFUND	10/31/18	266889	500.00-
BROWN, CASSUNDRA P (REFU								
Sum								500.00-
00001	BURROUGHS DIESEL INC	17565	00183570	18000345	REPRS U#15491 FIRE DEPT	10/31/18	266892	4,137.14-
BURROUGHS DIESEL INC								
Sum								4,137.14-
00001	C SPIRE (MEGAGATE)	1332664	00183963	18000498	NETWORK/INTERNET 10/18 IT	10/31/18	266894	15,121.99-
00001	C SPIRE (MEGAGATE)	1338520	00183963	18000499	NETWORK/INTERNET 10/18 IT	10/31/18	266894	2,756.83-
C SPIRE (MEGAGATE)								
Sum								17,878.82-
00001	C SPIRE BUSINESS (FORMER	HM238855	00183979	18000493	MNTHLY SERV 9/18 MUN COURT	10/31/18	266895	28.95-
00001	C SPIRE BUSINESS (FORMER	HM240858	00183979	18000494	MNTHLY SERV 10/18 MUN COURT	10/31/18	266895	28.95-
C SPIRE BUSINESS (FORMER								
Sum								57.90-
00001	CANON FINANCIAL SERVICES	19331079	00183905	18000473	COPIER 9/1-10/31 PURCHASING	10/31/18	266898	188.40-
CANON FINANCIAL SERVICES								
Sum								188.40-
00001	CARQUEST AUTO PARTS STOR	14758-115606	00183531	18000279	REPR PTS U#14676 SHOP	10/31/18	266901	65.42-
00001	CARQUEST AUTO PARTS STOR	14758-115493	00183325	18000282	BRAKE PTS U#18566 CEMETERY	10/31/18	266901	63.98-
00001	CARQUEST AUTO PARTS STOR	14758-115605	00183436	18000318	REPR PTS U#7526/STOCK	10/31/18	266901	230.20-
00001	CARQUEST AUTO PARTS STOR	14758-115516	00183439	18000320	REPR PTS SHOP STOCK	10/31/18	266901	150.75-
00001	CARQUEST AUTO PARTS STOR	14758-115615	00183416	18000349	REPR PTS U#15893 SANIT	10/31/18	266901	104.16-
00001	CARQUEST AUTO PARTS STOR	14758-115617	00183420	18000350	REPR PTS U#15893 SANIT	10/31/18	266901	74.33-
00001	CARQUEST AUTO PARTS STOR	14758-115619	00183421	18000351	REPR PTS U#15892 SANIT	10/31/18	266901	10.20-
00001	CARQUEST AUTO PARTS STOR	14758-115621	00183423	18000352	REPR PTS U#15892 SANIT	10/31/18	266901	104.16-
00001	CARQUEST AUTO PARTS STOR	14758-115946	00183753	18000386	REPR PTS/SUPP CEMETERY SHOP	10/31/18	266901	157.02-
00001	CARQUEST AUTO PARTS STOR	14758-115990	00183813	18000404	IMPACT DRIVER CONSTR SHOP	10/31/18	266901	33.94-
00001	CARQUEST AUTO PARTS STOR	14758-115191	00183247	18000481	REPR PTS U#17530 PUB WORKS	10/31/18	266901	331.66-
00001	CARQUEST AUTO PARTS STOR	14758-116100	00183692	18000482	REPR PTS U#20405 PUB WORKS	10/31/18	266901	20.80-
00001	CARQUEST AUTO PARTS STOR	14758-116089	00183635	18000484	REPR PTS/SUPP P/W SHOP	10/31/18	266901	73.56-
00001	CARQUEST AUTO PARTS STOR	14758-116097	00183809	18000485	REPR PTS U#20050 CONSTR	10/31/18	266901	48.71-
00001	CARQUEST AUTO PARTS STOR	14758-116114	00183658	18000525	REPR PTS POLICE UNITS/SHOP	10/31/18	266901	1,696.82-
00001	CARQUEST AUTO PARTS STOR	14758-115600	00183526	18000600	REPR PTS U#20052 TRAFFIC	10/31/18	266901	27.76-
CARQUEST AUTO PARTS STOR								
Sum								3,193.47-
00001	CERTIFIED LABORATORIES	3279445	00183099	18000242	CHEMICALS SANIT DEPT	10/31/18	266904	1,103.60-

00001	CERTIFIED LABORATORIES	3311185	00183655	18000420	OIL FOR POLICE SHOP	10/31/18	266904	2,194.50-
00001	CERTIFIED LABORATORIES	3314156	00183755	18000539	CHEMICALS SANIT DEPT	10/31/18	266904	1,606.00-
CERTIFIED LABORATORIES								
Sum								4,904.10-
00001	CHEM-AQUA	3307175	00180277	18000478	WTR TRTMT PROGRAM 9/18	10/31/18	266905	752.08-
CHEM-AQUA								
Sum								752.08-
00001	CINTAS CORPORATION #J66	J66612736	00183646	18000271	UNIFORMS 10/15 CONSTR	10/31/18	266910	74.29-
00001	CINTAS CORPORATION #J66	J66612741	00183673	18000307	UNIFORMS 10/15 PUBLIC WORKS	10/31/18	266910	66.10-
00001	CINTAS CORPORATION #J66	J66612735	00183673	18000308	UNIFORMS 10/15 PUBLIC WORKS	10/31/18	266910	10.00-
00001	CINTAS CORPORATION #J66	J66612738	00183673	18000309	UNIFORMS 10/15 PUBLIC WORKS	10/31/18	266910	32.97-
00001	CINTAS CORPORATION #J66	J66612740	00183673	18000310	UNIFORMS 10/15 SHOP	10/31/18	266910	.15-
00001	CINTAS CORPORATION #J66	J66612739	00183673	18000311	UNIFORMS 10/15 SANIT	10/31/18	266910	191.48-
00001	CINTAS CORPORATION #J66	J66612737	00183673	18000312	UNIFORMS 10/15 HEALTH	10/31/18	266910	150.60-
00001	CINTAS CORPORATION #J66	J66612743	00183676	18000313	MOP/MAT 10/15 GO&FS	10/31/18	266910	24.96-
00001	CINTAS CORPORATION #J66	J66612745	00183676	18000314	MOP/MAT 10/15 SANIT	10/31/18	266910	24.04-
00001	CINTAS CORPORATION #J66	J66612742	00183810	18000402	UNIFORMS 10/15 TRAFFIC	10/31/18	266910	31.32-
00001	CINTAS CORPORATION #J66	J66612744	00183810	18000403	MOP/MAT 10/15 TRAFFIC	10/31/18	266910	7.90-
00001	CINTAS CORPORATION #J66	J66613976	00183866	18000416	UNIFORMS 10/22 CONSTR	10/31/18	266910	74.29-
00001	CINTAS CORPORATION #J66	J66613982	00183902	18000449	UNIFORMS 10/22 TRAFFIC	10/31/18	266910	31.32-
00001	CINTAS CORPORATION #J66	J66613984	00183902	18000450	MOP/MAT 10/22 TRAFFIC	10/31/18	266910	7.90-
00001	CINTAS CORPORATION #J66	J66613981	00183876	18000452	UNIFORMS 10/22 PUBLIC WORKS	10/31/18	266910	61.26-
00001	CINTAS CORPORATION #J66	J66613975	00183876	18000453	UNIFORMS 10/22 PUBLIC WORKS	10/31/18	266910	10.00-
00001	CINTAS CORPORATION #J66	J66613978	00183876	18000454	UNIFORMS 10/22 PUBLIC WORKS	10/31/18	266910	32.97-
00001	CINTAS CORPORATION #J66	J66613980	00183876	18000455	UNIFORMS 10/22 SHOP	10/31/18	266910	35.15-
00001	CINTAS CORPORATION #J66	J66613979	00183876	18000456	UNIFORMS 10/22 SANIT	10/31/18	266910	183.22-
00001	CINTAS CORPORATION #J66	J66613977	00183876	18000457	UNIFORMS 10/22 HEALTH	10/31/18	266910	155.44-
00001	CINTAS CORPORATION #J66	J66613983	00183877	18000458	MOP/MAT 10/22 GO&FS	10/31/18	266910	24.96-
00001	CINTAS CORPORATION #J66	J66613985	00183877	18000459	MOP/MAT 10/22 SANIT	10/31/18	266910	24.04-
00001	CINTAS CORPORATION #J66	J66611250	00184007	18000544	UNIFORMS 10/05 CEM/FORESTRY	10/31/18	266910	43.02-
00001	CINTAS CORPORATION #J66	J66612481	00184007	18000545	UNIFORMS 10/12 CEM/FORESTRY	10/31/18	266910	77.02-
00001	CINTAS CORPORATION #J66	J66613720	00184007	18000546	UNIFORMS 10/19 CEM/FORESTRY	10/31/18	266910	60.80-
00001	CINTAS CORPORATION #J66	J66614956	00184007	18000547	UNIFORMS 10/26 CEM/FORESTRY	10/31/18	266910	52.58-
00001	CINTAS CORPORATION #J66	J66611251	00184007	18000548	MOP/MAT 10/05 CEM/FORESTRY	10/31/18	266910	15.70-
00001	CINTAS CORPORATION #J66	J66612482	00184007	18000549	MOP/MAT 10/12 CEM/FORESTRY	10/31/18	266910	15.70-
00001	CINTAS CORPORATION #J66	J66613721	00184007	18000550	MOP/MAT 10/19 CEM/FORESTRY	10/31/18	266910	15.70-
00001	CINTAS CORPORATION #J66	J66614957	00184007	18000551	MOP/MAT 10/26 CEM/FORESTRY	10/31/18	266910	15.70-
CINTAS CORPORATION #J66								
Sum								1,550.58-
00001	CITY OF HATTIESBURG FUND TRF 2ND 10/1		00201955	18000442	TRF 2ND 10/18 PAYROLL	10/23/18	113067	1,130,294.15-
CITY OF HATTIESBURG FUND								
Sum								1,130,294.15-
00001	CLARION LEDGER (ADVERTIS	211698 20203	00183548	18000208	CITY WIDE ADS AND NOTICES	10/31/18	266911	239.96-
CLARION LEDGER (ADVERTIS								
Sum								239.96-
00001	CLEMTS HARDWARE	PO#183697 10	00183697	18000348	PITCH FORK SANIT DEPT	10/31/18	266913	34.99-
00001	CLEMTS HARDWARE	121727	00183678	18000385	COOLERS MAKE A DIFF DAY SANIT	10/31/18	266913	514.98-

CLEMTS HARDWARE								
Sum								549.97-
00001	COMCAST CABLEVISION OF H	839641073089	00183844	18000408	CABLE 10/18 CITY HALL	10/31/18	266914	128.28-
00001	COMCAST CABLEVISION OF H	839641073089	00183940	18000517	CABLE SERV SANIT DEPT	10/31/18	266915	62.70-
COMCAST CABLEVISION OF H								
Sum								190.98-
00001	COMPREHENSIVE RADIOLOGY	ICRS290555 M	00183648	18000266	SRV 9/14/18 MADISON PRISONER	10/31/18	266916	650.00-
00001	COMPREHENSIVE RADIOLOGY	ICRS68436 BA	00183846	18000413	SERV 9/23/18 BAKER PRISONER	10/31/18	266916	441.00-
COMPREHENSIVE RADIOLOGY								
Sum								1,091.00-
00001	DELGADO, DEBORAH DENARD	TRAV ADVANCE	00183696	18000288	TRAV ADV NLC SUMMIT L ANGELES	10/31/18	266926	300.00-
DELGADO, DEBORAH DENARD								
Sum								300.00-
00001	DENSON OIL COMPANY INC	116355	00183337	18000287	GAS FOR P/W FUEL STATION	10/31/18	266928	13,534.30-
00001	DENSON OIL COMPANY INC	116678	00183849	18000560	DIESEL FOR P/W FUEL STATION	10/31/18	266928	9,201.40-
DENSON OIL COMPANY INC								
Sum								22,735.70-
00001	EATON, ALVIN K (PETTY CA	EST PETTY CA	00201943	18000342	EST PETTY CASH FUND AT 10/1/18	10/17/18	113064	5,560.00-
EATON, ALVIN K (PETTY CA								
Sum								5,560.00-
00001	ECONOMY SUPPLY CO	000510	00183583	18000237	PORTLAND CEMENT DRNGE DIV	10/31/18	266933	906.50-
00001	ECONOMY SUPPLY CO	000614	00183537	18000239	TRTED WOOD USM FLOAT/STAND	10/31/18	266933	32.55-
00001	ECONOMY SUPPLY CO	000545	00183566	18000241	NAIL GUN REPR CONSTR DEPT	10/31/18	266933	85.90-
00001	ECONOMY SUPPLY CO	000769	00183619	18000321	DEADBOLT LOCKS SANIT	10/31/18	266933	63.00-
00001	ECONOMY SUPPLY CO	000957	00183739	18000375	TARGET LUMBER P/F ACADEMY	10/31/18	266933	687.40-
00001	ECONOMY SUPPLY CO	001062	00183795	18000399	DECK SCREWS ACDMY TARGET BLDG	10/31/18	266933	50.00-
00001	ECONOMY SUPPLY CO	001037	00183815	18000425	BLDG SUPP YOUTH ART MUSEUM	10/31/18	266933	15.80-
00001	ECONOMY SUPPLY CO	000396	00183367	18000462	QUIKRETE FENCE REPR VARI LOC	10/31/18	266933	41.25-
00001	ECONOMY SUPPLY CO	001453	00183955	18000554	CABINET BLDG MATLS P/W BRKRM	10/31/18	266933	91.85-
ECONOMY SUPPLY CO								
Sum								1,974.25-
00001	ELKINS WHOLESALE INC	362249-00	00183479	18000230	SAFETY GLSSES/GLOVES PUB WRKS	10/31/18	266934	309.36-
00001	ELKINS WHOLESALE INC	363102-00	00183779	18000419	JANIT SUPP CITY HALL	10/31/18	266934	148.83-
00001	ELKINS WHOLESALE INC	361888	00183300	18000508	JANIT SUPP FIRE DEPT	10/31/18	266934	573.29-
00001	ELKINS WHOLESALE INC	359679-01	00182959	18000534	JANIT SUPP FIRE DEPT	10/31/18	266934	47.20-
ELKINS WHOLESALE INC								
Sum								1,078.68-
00001	EMERGENCY EQUIPMENT PROF	438212	00183785	18000536	REPR PTS U#18100 FIRE DEPT	10/31/18	266935	120.53-
EMERGENCY EQUIPMENT PROF								
Sum								120.53-
00001	EMPIRE TRUCK SALES (H'BU	CE006143325:	00183393	18000357	REPR PTS U#20070 SANIT	10/31/18	266936	1,819.56-
00001	EMPIRE TRUCK SALES (H'BU	RE006028936:	00183445	18000361	REPRS U#19755 SANIT	10/31/18	266936	1,484.12-
00001	EMPIRE TRUCK SALES (H'BU	CE006143348:	00183788	18000487	REPR PTS U#15893 SANIT	10/31/18	266936	875.46-

00001	EMPIRE TRUCK SALES (H'BU	CE006143614:	00183933	18000556	REPR PTS U#19948 SANIT	10/31/18	266936	2,361.82-
00001	EMPIRE TRUCK SALES (H'BU	CE006143642:	00183934	18000557	REPR PTS U#15893 SANIT	10/31/18	266936	75.14-
EMPIRE TRUCK SALES (H'BU								
Sum								6,616.10-
00001	EQUIFAX INFORMATION SERV	5054711	00183829	18000397	ONLINE INVESTIGATION	10/31/18	266937	21.24-
EQUIFAX INFORMATION SERV								
Sum								21.24-
00001	EQUIPMENT INC	164004357	00183589	18000490	REPR PTS CEMETERY BOBCAT	10/31/18	266938	68.79-
EQUIPMENT INC								
Sum								68.79-
00001	FASTENAL COMPANY	MSHAT212808	00183460	18000221	GAS LINE INSTALL TOOLS	10/31/18	266940	36.10-
00001	FASTENAL COMPANY	MSHAT212873	00183477	18000451	SQWINCHERS POWDER PUB WORKS	10/31/18	266940	354.96-
00001	FASTENAL COMPANY	MSHAT213023	00183798	18000463	JANIT SUPP TRAFFIC/CONSTR	10/31/18	266940	217.46-
FASTENAL COMPANY								
Sum								608.52-
00001	FASTSIGNS OF HATTIESBURG	2153-2400	00183108	18000353	NAMEPLATE D THOMPSON PLANNING	10/31/18	266941	25.00-
FASTSIGNS OF HATTIESBURG								
Sum								25.00-
00001	FEDERAL EXPRESS	6-333-23949	00183523	18000219	SERV 10/5/18 MPO DIV	10/31/18	266942	17.54-
FEDERAL EXPRESS								
Sum								17.54-
00001	FLUIDS INC.	11905	00183385	18000323	MIST OIL HEALTH DIV	10/31/18	266943	3,767.50-
FLUIDS INC.								
Sum								3,767.50-
00001	FORREST GENERAL HOSPITAL	H90100987300	00183650	18000267	SRV 9/14/18 MADISON PRISONER	10/31/18	266945	9,087.45-
00001	FORREST GENERAL HOSPITAL	H90101107700	00183650	18000268	SRV 9/17/18 MADISON PRISONER	10/31/18	266945	2,716.45-
FORREST GENERAL HOSPITAL								
Sum								11,803.90-
00001	FORREST GENERAL HOSPITAL	EAP CHARGE 1	00184051	18000599	EAP CHARGE 11/18	10/31/18	266946	1,785.00-
FORREST GENERAL HOSPITAL								
Sum								1,785.00-
00001	FUELMAN OF MS	BG127044 NP5	00183669	18000292	FUEL CHGS 10/1-7/18 POLICE	10/31/18	266948	26.27-
00001	FUELMAN OF MS	BG127044 NP5	00183883	18000444	FUEL CHGS 10/8-14/18 POLICE	10/31/18	266948	28.51-
00001	FUELMAN OF MS	BG127044 NP5	00183928	18000470	FUEL CHG 9/12/18 MUN COURT	10/31/18	266948	38.28-
00001	FUELMAN OF MS	BG127044 NP5	00184039	18000607	FUEL CHGS 10/15-21/18 POLICE	10/31/18	266948	37.80-
00001	FUELMAN OF MS	BG127044 NP5	00184036	18000608	FUEL 10/9-10/18 SEARCH/RESCUE	10/31/18	266948	63.51-
FUELMAN OF MS								
Sum								194.37-
00001	FV RECYCLING	2018-14258	00183683	18000302	RECYCLE FEES 10/18 SANIT	10/31/18	266949	123.50-
00001	FV RECYCLING	2018-14287	00183683	18000303	RECYCLE FEES 10/18 SANIT	10/31/18	266949	39.25-
00001	FV RECYCLING	2018-14307	00183683	18000304	RECYCLE FEES 10/18 SANIT	10/31/18	266949	20.00-
00001	FV RECYCLING	2018-14316	00183683	18000305	RECYCLE FEES 10/18 SANIT	10/31/18	266949	121.25-

00001	FV RECYCLING	2018-14358	00184052	18000604	RECYCLE FEES 10/18 SANIT	10/31/18	266949	45.75-
00001	FV RECYCLING	2018-14392	00184052	18000605	RECYCLE FEES 10/18 SANIT	10/31/18	266949	26.00-
00001	FV RECYCLING	2018-14391	00184052	18000606	RECYCLE FEES 10/18 SANIT	10/31/18	266949	121.50-
FV RECYCLING								
Sum								497.25-
00001	GALL'S LLC	010346723	00182082	18000370	CROSSING GUARD VESTS	10/31/18	14	188.93-
00001	GALL'S LLC	010867390	00182082	18000371	CROSSING GUARD VESTS	10/31/18	14	80.97-
00001	GALL'S LLC	010453573	00182082	18000388	CREDIT INV#010298456 PO#181079	10/31/18	14	269.90
GALL'S LLC								
Sum								
00001	GILLILANDS ELECTRONICS S	67830	00183916	18000469	MNTHLY PHONE RENT MUN COURT	10/31/18	266953	261.99-
00001	GILLILANDS ELECTRONICS S	67587	00183929	18000471	MNTHLY PHONE CHG 9/18 COURT	10/31/18	266953	261.99-
00001	GILLILANDS ELECTRONICS S	67798	00183922	18000475	MNTHLY PHONE RENT 10/18 POL	10/31/18	266953	884.99-
00001	GILLILANDS ELECTRONICS S	67891	00183783	18000526	CAMERA SYS POLICE SERV CNTR	10/31/18	266953	4,925.00-
00001	GILLILANDS ELECTRONICS S	67539	00184027	18000543	CK/REPLACE CAMERAS SANIT DEPT	10/31/18	266953	1,136.88-
GILLILANDS ELECTRONICS S								
Sum								7,470.85-
00001	GLOBAL SECURITY COMPANY	10258	00201967	18000571	SECURITY DETAIL 9/15/18	10/31/18	266955	144.37-
00001	GLOBAL SECURITY COMPANY	10270	00201967	18000572	SECURITY DETAIL 10/20/18	10/31/18	266955	96.25-
00001	GLOBAL SECURITY COMPANY	10268	00201967	18000573	SECURITY DETAIL 10/13/18	10/31/18	266955	115.50-
00001	GLOBAL SECURITY COMPANY	10271	00201967	18000574	SECURITY DETAIL 10/27/18	10/31/18	266955	125.13-
00001	GLOBAL SECURITY COMPANY	10269	00201967	18000575	SECURITY DETAIL 10/14/18	10/31/18	266955	115.50-
GLOBAL SECURITY COMPANY								
Sum								596.75-
00001	H'BURG CLINIC PA (PRISON	1118516500 L	00183845	18000414	SERV 9/6/18 LYLES PRISONER	10/31/18	266963	90.00-
00001	H'BURG CLINIC PA (PRISON	1118516500 L	00183845	18000415	SERV 9/6/18 LYLES PRISONER	10/31/18	266963	15.00-
H'BURG CLINIC PA (PRISON								
Sum								105.00-
00001	H'BURG COCA COLA BOTTLIN	1097228369	00183522	18000363	BOTTLED WATER MAYOR'S OFFICE	10/31/18	266964	73.90-
H'BURG COCA COLA BOTTLIN								
Sum								73.90-
00001	H'BURG PUBLIC SCHOOLS	HALL OF FAME	00183912	18000472	HBURG HALL OF FAME SPONSOR	10/31/18	266965	1,500.00-
H'BURG PUBLIC SCHOOLS								
Sum								1,500.00-
00001	HANCOCK BANK TRUST & FIN	10/16/18 DUE	00201942	18000286	MDB 2001 BONDS 12/22/18	10/17/18	113060	2,211.63-
00001	HANCOCK BANK TRUST & FIN	10/25/18 DUE	00201964	18000519	MDB 2001 BONDS 12/22/08	10/26/18	113099	2,294.05-
HANCOCK BANK TRUST & FIN								
Sum								4,505.68-
00001	HATTIESBURG AMERICAN-ACC	213455 19767	00183268	18000209	CITY WIDE ADS AND NOTICES	10/31/18	266962	785.22-
HATTIESBURG AMERICAN-ACC								
Sum								785.22-
00001	HATTIESBURG HYDRAULICS I	76534	00183851	18000461	REPRS U#16010 CEMETERY	10/31/18	266969	958.86-
00001	HATTIESBURG HYDRAULICS I	76577	00183909	18000518	REPR PTS U#16010 CEMETERY	10/31/18	266969	214.75-

00001	HATTIESBURG HYDRAULICS I	76562	00183425	18000530	REPR PTS U#20090 SANIT	10/31/18	266969	202.14-
00001	HATTIESBURG HYDRAULICS I	76501	00183789	18000531	REPR PTS U#15892 SANIT	10/31/18	266969	245.29-
00001	HATTIESBURG HYDRAULICS I	76563	00183791	18000532	REPR PTS U#20069 SANIT	10/31/18	266969	264.77-
								---
HATTIESBURG HYDRAULICS I								
Sum								1,885.81-
00001	HAVARD PEST CONTROL INC	1354015	00183763	18000373	SERV CALL WASPS/BEES POLICE	10/31/18	266973	150.00-
00001	HAVARD PEST CONTROL INC	1351214	00201937	18000569	SENTRICON TRAIN DEPOT	10/31/18	266973	865.00-
00001	HAVARD PEST CONTROL INC	1347815	00201927	18000576	QTRLY SERV POLICE COMPLEX	10/31/18	266973	125.00-
00001	HAVARD PEST CONTROL INC	1347816	00201927	18000577	QTRLY SERV POL SUBSTA DEPO	10/31/18	266973	40.00-
00001	HAVARD PEST CONTROL INC	1347857	00201927	18000578	QTRLY SERV POLICE DISPATCH	10/31/18	266973	48.00-
00001	HAVARD PEST CONTROL INC	1347817	00201927	18000579	QTRLY SERV #1 FIRE STA	10/31/18	266973	50.00-
00001	HAVARD PEST CONTROL INC	1347844	00201927	18000580	QTRLY SERV FIRE ADM	10/31/18	266973	48.00-
00001	HAVARD PEST CONTROL INC	1347818	00201927	18000581	QTRLY SERV #3 FIRE STA	10/31/18	266973	48.00-
00001	HAVARD PEST CONTROL INC	1347819	00201927	18000582	QTRLY SERV #4 FIRE STA	10/31/18	266973	48.00-
00001	HAVARD PEST CONTROL INC	1347820	00201927	18000583	QTRLY SERV #5 FIRE STA	10/31/18	266973	48.00-
00001	HAVARD PEST CONTROL INC	1347821	00201927	18000584	QTRLY SERV #6 FIRE STA	10/31/18	266973	48.00-
00001	HAVARD PEST CONTROL INC	1347822	00201927	18000585	QTRLY SERV #7 FIRE STA	10/31/18	266973	48.00-
00001	HAVARD PEST CONTROL INC	1347829	00201927	18000586	QTRLY SERV POLICE RANGE	10/31/18	266973	48.00-
00001	HAVARD PEST CONTROL INC	1347825	00201927	18000587	QTRLY SERV P/F ACADEMY	10/31/18	266973	50.00-
00001	HAVARD PEST CONTROL INC	1347830	00201927	18000588	QTRLY SERV CITY HALL	10/31/18	266973	65.00-
00001	HAVARD PEST CONTROL INC	1347847	00201927	18000589	QTRLY SERV CITY MED CNTR	10/31/18	266973	48.00-
00001	HAVARD PEST CONTROL INC	1347838	00201927	18000590	QTRLY SERV ENGR OFFICE	10/31/18	266973	55.00-
00001	HAVARD PEST CONTROL INC	1347839	00201927	18000591	QTRLY SERV TRAFFIC BLDG	10/31/18	266973	45.00-
00001	HAVARD PEST CONTROL INC	1347843	00201927	18000592	QTRLY SERV CITY BARN	10/31/18	266973	220.00-
00001	HAVARD PEST CONTROL INC	1347845	00201927	18000593	QTRLY SERV AIRPORT	10/31/18	266973	45.00-
00001	HAVARD PEST CONTROL INC	1347846	00201927	18000594	QTRLY SERV AIRPORT MAINT	10/31/18	266973	45.00-
00001	HAVARD PEST CONTROL INC	1347842	00201927	18000595	QTRLY SERV TRAIN DEPOT	10/31/18	266973	85.00-
00001	HAVARD PEST CONTROL INC	1347855	00201927	18000596	QTRLY SERV HIGHLAND CEM	10/31/18	266973	40.00-
00001	HAVARD PEST CONTROL INC	1347856	00201927	18000597	QTRLY SERV SOUTH HILL CEM	10/31/18	266973	60.00-
								---
HAVARD PEST CONTROL INC								
Sum								2,372.00-
00001	HILL & BROOKS COFFEE & T	704457	00183985	18000495	COFFEE SERV MAYOR'S OFFICE	10/31/18	266976	160.40-
								---
HILL & BROOKS COFFEE & T								
Sum								160.40-
00001	HOLLAND VETERINARY HOSPI	ACCT#85 1525	00183767	18000372	SERVS POLICE K-9 VOODOO	10/31/18	266977	60.00-
								---
HOLLAND VETERINARY HOSPI								
Sum								60.00-
00001	HOOK-FAST SPECIALTIES IN	334644	00183272	18000424	NEW FIREFIGHTER NAME TAG	10/31/18	266979	22.49-
								---
HOOK-FAST SPECIALTIES IN								
Sum								22.49-
00001	HOVER GRAVEL CO	7844	00183705	18000427	TOPSOIL FOR CEMETERIES	10/31/18	266981	840.00-
								---
HOVER GRAVEL CO								
Sum								840.00-
00001	HUB CITY SPOKES	92305	00183604	18000210	CITY WIDE ADS AND NOTICES	10/31/18	266982	227.00-
00001	HUB CITY SPOKES	92306	00183605	18000211	CITY WIDE ADS AND NOTICES	10/31/18	266982	222.24-
00001	HUB CITY SPOKES	92308	00183606	18000212	CITY WIDE ADS AND NOTICES	10/31/18	266982	55.80-

00001 HUB CITY SPOKES	92307	00183607	18000213	CITY WIDE ADS AND NOTICES	10/31/18	266982	47.76-
00001 HUB CITY SPOKES	92348	00183702	18000290	CITY WIDE ADS AND NOTICES	10/31/18	266982	38.28-
HUB CITY SPOKES							
Sum							591.08-
00001 HUGHES SUPPLY	S153950602.0	00183176	18000217	NON PROGRAMMABLE STAT CNCL/CH	10/31/18	266984	40.99-
00001 HUGHES SUPPLY	S154125072.0	00183561	18000405	RPLCMNT BIT A/C SUPP CONSTR	10/31/18	266984	12.02-
00001 HUGHES SUPPLY	S154134242.0	00183555	18000406	A/C SUPP YOUTH ART MUSEUM	10/31/18	266984	66.42-
HUGHES SUPPLY							
Sum							119.43-
00001 INDOFF INC	3164446	00183492	18000306	OFFICE SUPP CEMETERY	10/31/18	266988	194.82-
00001 INDOFF INC	3165143	00183483	18000356	INK PENS PUBLIC WORKS OFFICE	10/31/18	266988	239.82-
00001 INDOFF INC	3167940	00183758	18000540	OFFICE SUPP CEMETERY	10/31/18	266988	161.94-
INDOFF INC							
Sum							596.58-
00001 INNOVATIVE SERVICE SOLUT	20180161	00183273	18000295	AED MAINT FIRE DEPTS	10/31/18	266989	1,140.00-
00001 INNOVATIVE SERVICE SOLUT	20180159	00183345	18000319	AED MAINT PUBLIC WORKS	10/31/18	266989	380.00-
INNOVATIVE SERVICE SOLUT							
Sum							1,520.00-
00001 INTERFACE SECURITY SYSTE	19209993	00183865	18000417	SECURITY 11/18 HILND CEMETERY	10/31/18	266990	33.02-
00001 INTERFACE SECURITY SYSTE	19216758	00183865	18000418	SECURITY 11/18 S HILL CMTERY	10/31/18	266990	29.95-
INTERFACE SECURITY SYSTE							
Sum							62.97-
00001 INTL ASSN OF FIRE CHIEFS	2019 DUES ST	00183580	18000223	2019 DUES STEWART FIRE CHIEF	10/31/18	266991	219.00-
00001 INTL ASSN OF FIRE CHIEFS	2019 DUES WA	00183580	18000224	2019 DUES WADE ASST CHIEF	10/31/18	266991	244.00-
INTL ASSN OF FIRE CHIEFS							
Sum							463.00-
00001 INTL SOCIETY OF ARBORICU	SO-5568A C P	00184017	18000552	MBRSHP DUES C PARKER	10/31/18	266992	165.00-
INTL SOCIETY OF ARBORICU							
Sum							165.00-
00001 IRBY, STUART C CO	S010810519.0	00180587	18000218	LIGHT BULBS CITY HALL ELEV	10/31/18	266993	109.30-
00001 IRBY, STUART C CO	S010991961.0	00183706	18000561	ELEC SUPP TRAIN DEPOT LIGHTS	10/31/18	266993	252.80-
00001 IRBY, STUART C CO	S010993690.0	00183703	18000562	ELEC SUPP PUBLIC WORKS	10/31/18	266993	46.85-
IRBY, STUART C CO							
Sum							408.95-
00001 J M H GRAPHICS	15094	00182844	18000443	SHIRTS/JACKETS COUNCIL/CLKS	10/31/18	266995	1,219.50-
J M H GRAPHICS							
Sum							1,219.50-
00001 JOHNNY'S WRECKER SERVICE	36656	00183937	18000515	TOWING U#19948 SANIT	10/31/18	267001	250.00-
00001 JOHNNY'S WRECKER SERVICE	36821	00183939	18000516	TOWING U#15893 SANIT	10/31/18	267001	350.00-
JOHNNY'S WRECKER SERVICE							
Sum							600.00-
00001 JOHNSON CONTROLS, INC	1-8051852304	00184044	18000601	THERMOSTAT/CONTROL ISSUES	10/31/18	267002	5,413.75-

00001	JOHNSON CONTROLS, INC	00073596721	00184045	18000602	SERV AGRMNT 9/18-11/18	10/31/18	267002	7,681.00-
00001	JOHNSON CONTROLS, INC	1-7578371269	00184046	18000603	SERV AGRMNT 9/18-11/18 YR 2	10/31/18	267002	3,156.25-
JOHNSON CONTROLS, INC								
Sum								16,251.00-
00001	KEELING COMPANY (HATTIES	S3487779.001	00183505	18000238	DRAIN PIPE STOCK	10/31/18	267006	2,315.20-
KEELING COMPANY (HATTIES								
Sum								2,315.20-
00001	KONE INC (MONTGOMERY KON	959065806	00183621	18000257	MAINT 10-12/18 CITY HALL	10/31/18	267011	1,214.58-
KONE INC (MONTGOMERY KON								
Sum								1,214.58-
00001	KRONOS INCORPORATED	11368267	00183545	18000215	SOFTWARE SUPPORT	10/31/18	267012	9,088.00-
KRONOS INCORPORATED								
Sum								9,088.00-
00001	LARD OIL COMPANY	0938399-IN	00183447	18000244	MOTOR OIL CEMETERY SHOP	10/31/18	267014	797.57-
LARD OIL COMPANY								
Sum								797.57-
00001	LARRY'S WRECKER SERVICE	5086	00183628	18000260	TOWING U#17893 POLICE	10/31/18	267016	55.00-
00001	LARRY'S WRECKER SERVICE	5085	00183628	18000261	TOWING U#18323 POLICE	10/31/18	267016	55.00-
00001	LARRY'S WRECKER SERVICE	5081	00183628	18000262	TOWING U#18204 POLICE	10/31/18	267016	55.00-
00001	LARRY'S WRECKER SERVICE	5092	00183772	18000374	TOWING U#18317 POLICE	10/31/18	267016	55.00-
00001	LARRY'S WRECKER SERVICE	5094	00183817	18000398	TOWING U#18250 POLICE	10/31/18	267016	65.00-
00001	LARRY'S WRECKER SERVICE	5094	00183967	18000503	TOWING U#19815 POLICE	10/31/18	267016	55.00-
00001	LARRY'S WRECKER SERVICE	5408	00183967	18000504	TOWING U#19816 POLICE	10/31/18	267016	55.00-
00001	LARRY'S WRECKER SERVICE	5408	00183967	18000505	TOWING U#17704 POLICE	10/31/18	267016	55.00-
00001	LARRY'S WRECKER SERVICE	5318	00183967	18000506	TOWING U#18201 POLICE	10/31/18	267016	55.00-
LARRY'S WRECKER SERVICE								
Sum								505.00-
00001	LEXISNEXIS MATTHEW BENDE	0482122X	00183568	18000207	MS CODE BOOK UPDATES M/ADM	10/31/18	267018	528.36-
LEXISNEXIS MATTHEW BENDE								
Sum								528.36-
00001	LINEBARGER GOGGAN BLAIR	10/15/2018	00201954	18000439	POLICE FINES COLL.FEE	10/31/18	267019	412.87-
LINEBARGER GOGGAN BLAIR								
Sum								412.87-
00001	MAY'S TRUCKING SERVICE	069210	00183804	18000379	TREE RMVL 2406 W 4TH ST	10/31/18	267023	2,450.00-
MAY'S TRUCKING SERVICE								
Sum								2,450.00-
00001	MCELHANEY PLUMBING INC	271830	00183556	18000231	ICE MACHINE PTS PUB WORKS	10/31/18	267025	62.50-
MCELHANEY PLUMBING INC								
Sum								62.50-
00001	MEDICAL ANALYSIS-GHV	10357	00183672	18000291	MNTHLY FEES 10/18 EMP CLINIC	10/31/18	267030	30,967.41-
MEDICAL ANALYSIS-GHV								

Sum							30,967.41-
00001 MIDSOUTH SOLUTIONS	125494	00181113	18000389	UNIFORMS FIRE RECRUITS	10/31/18	267031	346.95-
00001 MIDSOUTH SOLUTIONS	125496	00181113	18000390	UNIFORMS FIRE RECRUITS	10/31/18	267031	346.95-
MIDSOUTH SOLUTIONS							
Sum							693.90-
00001 MITCHELL, STEVE	TRAV ADVANCE	00183559	18000226	TRAV ADV BOAM TRNG OXFORD	10/31/18	267035	560.78-
MITCHELL, STEVE							
Sum							560.78-
00001 MOONEY, STEPHEN	TRAVEL REIMB	00183952	18000511	EXPNS MFIA SEMINAR PEARL,MS	10/31/18	267037	612.35-
MOONEY, STEPHEN							
Sum							612.35-
00001 MOTOROLA CUSTOMER CONNEC	16017565	00180639	18000265	RADIOS 10 NEW POLICE UNITS	10/31/18	267038	32,800.00-
MOTOROLA CUSTOMER CONNEC							
Sum							32,800.00-
00001 MS DEPARTMENT OF ENVIRON	ABESTOS CERT	00183693	18000296	ASBESTOS CERTIF FEE LASTER	10/31/18	267039	200.00-
MS DEPARTMENT OF ENVIRON							
Sum							200.00-
00001 MS FIRE CHIEFS ASSN	18288-01 STE	00183769	18000377	2019 DUES FIRE CHIEF STEWART	10/31/18	267040	45.00-
00001 MS FIRE CHIEFS ASSN	18288-01 WAD	00183769	18000378	2019 DUES ASST CHIEF WADE	10/31/18	267040	45.00-
MS FIRE CHIEFS ASSN							
Sum							90.00-
00001 MS MUNICIPAL WORKERS' CO	0108WC2018-0	00183554	18000205	1ST PYMT FY 10/1/18-9/30/19	10/31/18	267041	284,862.05-
MS MUNICIPAL WORKERS' CO							
Sum							284,862.05-
00001 MS POWER COMPANY	10/18 GENERA	00020192	18000521	MNTHLY ELEC-GENERAL	10/31/18	267042	123,075.99-
MS POWER COMPANY							
Sum							123,075.99-
00001 MS STATE/SECRETARY OF ST	NOTARY APPL	00183995	18000501	NOTARY APPL C JONES CITY CLK	10/31/18	267043	25.00-
MS STATE/SECRETARY OF ST							
Sum							25.00-
00001 MS STATE/TAX COMM/UNDERC	PO#183641 10	00183641	18000259	RENEWAL TAGS UNDERCOVER UNITS	10/31/18	267045	309.75-
MS STATE/TAX COMM/UNDERC							
Sum							309.75-
00001 MS TURF	889841	00183639	18000324	GRASS SOD CEMETERIES	10/31/18	267046	230.00-
MS TURF							
Sum							230.00-
00001 MULTITECH OFFICE MACHINE	18100665	00183656	18000354	PRINTER TONER IT SUPP	10/31/18	267047	2,975.30-
MULTITECH OFFICE MACHINE							
Sum							2,975.30-
00001 N & H ELECTRONIC DISTRIB	188571	00183595	18000460	ELEC SUPP YOUTH ART MUSEUM	10/31/18	267048	54.00-

N & H ELECTRONIC DISTRIB							
Sum							54.00-
00001 NAPA AUTO PARTS	5930-583735	00183615	18000376	REPR PTS U#17838 FIRE DEPT	10/31/18	267049	97.19-
00001 NAPA AUTO PARTS	5930-584000	00183803	18000401	REPR PTS U#13932/#15064 FIRE	10/31/18	267049	30.25-
00001 NAPA AUTO PARTS	5930-583887	00183715	18000448	REPR PTS U#18557 FIRE DEPT	10/31/18	267049	92.99-
00001 NAPA AUTO PARTS	5930-584029	00183823	18000509	REPR PTS U#15064 FIRE DEPT	10/31/18	267049	33.99-
00001 NAPA AUTO PARTS	5930-584149	00183864	18000510	REPR PTS U#15064 FIRE DEPT	10/31/18	267049	33.99-
NAPA AUTO PARTS							
Sum							288.41-
00001 NATL FIRE PROTECTION ASS	7303384Y	00183707	18000293	VEHICLE OPER TRNG MANUAL	10/31/18	267050	49.00-
NATL FIRE PROTECTION ASS							
Sum							49.00-
00001 NEWELL PAPER COMPANY	4039199	00183463	18000299	BLDG SUPP YOUTH ART MUSEUM	10/31/18	267052	124.26-
00001 NEWELL PAPER COMPANY	4039649	00183495	18000527	OFFICE/JANIT SUPP PUB WORKS	10/31/18	267052	451.68-
00001 NEWELL PAPER COMPANY	4039702	00183495	18000528	JANIT SUPP PUB WORKS	10/31/18	267052	399.12-
NEWELL PAPER COMPANY							
Sum							975.06-
00001 NEWSOME, ISSIAH	TRAVEL REIMB	00183936	18000507	EXPNS FIRE INSTRUCTOR COURSE	10/31/18	267053	128.72-
NEWSOME, ISSIAH							
Sum							128.72-
00001 NORFOLK SOUTHERN CORP	90763222	00183622	18000273	11/18 LEASE RR ST PK LOT	10/31/18	267055	1,989.37-
NORFOLK SOUTHERN CORP							
Sum							1,989.37-
00001 OFFICE DEPOT INC	2239095471	00183623	18000365	NETWORK SWITCH INFO TECH DEPT	10/31/18	267057	87.99-
OFFICE DEPOT INC							
Sum							87.99-
00001 OFFICE PRODUCTS PLUS	845000-0	00183482	18000277	PRINTER INK FIRE DEPT	10/31/18	267058	214.95-
00001 OFFICE PRODUCTS PLUS	845489-0 & 8	00183654	18000369	PAPER/OFFICE SUPP POLICE	10/31/18	267058	1,468.86-
00001 OFFICE PRODUCTS PLUS	845489-1	00183654	18000387	OFFICE SUPP POLICE DEPT	10/31/18	267058	84.95-
00001 OFFICE PRODUCTS PLUS	845264-0	00183587	18000422	FIRE CHIEF SIGNATURE STAMPS	10/31/18	267058	43.90-
00001 OFFICE PRODUCTS PLUS	845803-0	00183757	18000423	JANIT SUPP FIRE ADM	10/31/18	267058	123.97-
00001 OFFICE PRODUCTS PLUS	845377-0	00183597	18000464	JANIT SUPP PUBLIC WORKS	10/31/18	267058	377.82-
00001 OFFICE PRODUCTS PLUS	845377-1	00183597	18000465	JANIT SUPP PUBLIC WORKS	10/31/18	267058	51.80-
OFFICE PRODUCTS PLUS							
Sum							2,366.25-
00001 OVERHEAD DOOR CO OF HBUR	88616	00183497	18000400	BAY DOOR REPR #5 FIRE STA	10/31/18	267059	370.00-
OVERHEAD DOOR CO OF HBUR							
Sum							370.00-
00001 OWENS BUSINESS MACHINES	364498	00183889	18000523	COPIER FOR RECORDS DIVISION	10/31/18	267060	5,235.00-
OWENS BUSINESS MACHINES							
Sum							5,235.00-
00001 PEARL RIVER VALLEY EPA (	10/18 GENERA	00020192	18000440	MNTHLY 10/18 PUBLIC SERVICES	10/31/18	267064	1,292.09-

PEARL RIVER VALLEY EPA (								
Sum								1,292.09-
00001	PINE BELT OIL COMPANY IN	10572711	00183297	18000245	DIESEL FOR P/W FUEL STATION	10/31/18	267070	10,802.23-
00001	PINE BELT OIL COMPANY IN	10572791	00183339	18000246	DIESEL FOR P/W FUEL STATION	10/31/18	267070	10,008.63-
00001	PINE BELT OIL COMPANY IN	10671081	00183632	18000391	GAS FOR P/W FUEL STATION	10/31/18	267070	13,970.52-
00001	PINE BELT OIL COMPANY IN	10572861	00183632	18000392	DIESEL FOR P/W FUEL STATION	10/31/18	267070	8,994.11-
00001	PINE BELT OIL COMPANY IN	10572931	00183848	18000492	GAS FOR P/W FUEL STATION	10/31/18	267070	13,217.99-
PINE BELT OIL COMPANY IN								
Sum								56,993.48-
00001	PINE BELT REGIONAL SOLID	100006 9/18	00183666	18000301	REFUSE DISPOSAL SANIT	10/31/18	267071	32,399.62-
PINE BELT REGIONAL SOLID								
Sum								32,399.62-
00001	POWER HOUSE TOOLS & OUTD	MKEZ6ADMP	00183581	18000283	REPR PTS U#19559 CEMETERY	10/31/18	267075	125.47-
00001	POWER HOUSE TOOLS & OUTD	MKF3SIC59	00183643	18000428	REPR PTS/SUPP CEMETERY SHOP	10/31/18	267075	333.78-
00001	POWER HOUSE TOOLS & OUTD	MKF6CMU5X	00183732	18000429	REPR PTS U#20227 CEMETERY	10/31/18	267075	283.41-
00001	POWER HOUSE TOOLS & OUTD	MKF98TCJ4	00183826	18000431	REPR PTS U#20058 CEMETERY	10/31/18	267075	144.96-
POWER HOUSE TOOLS & OUTD								
Sum								887.62-
00001	POWER PLUS INC	68413	00183582	18000284	ELEC SUPP CEMETERY SHOP	10/31/18	267076	179.90-
00001	POWER PLUS INC	68648	00183926	18000533	WEEDEATER REPR PTS CEMETERY	10/31/18	267076	30.75-
POWER PLUS INC								
Sum								210.65-
00001	PUCKETT MACHINERY COMPAN	P05C5653786	00183400	18000270	REPR PTS U#20093 PUB WORKS	10/31/18	267081	453.06-
PUCKETT MACHINERY COMPAN								
Sum								453.06-
00001	RAYNER, JACK	10182018	00183862	18000409	POLYGRAPHS POLICE LATERALS	10/31/18	267086	300.00-
RAYNER, JACK								
Sum								300.00-
00001	RECYCLING PROMOTIONS.COM	88147(A)	00183404	18000486	KHB ADV/PROMO EVENT SUPP	10/31/18	267088	2,821.50-
00001	RECYCLING PROMOTIONS.COM	88147(B)	00183408	18000488	RECYCLE ADV/PROMO EVENT SUPP	10/31/18	267088	2,748.22-
RECYCLING PROMOTIONS.COM								
Sum								5,569.72-
00001	REGIONS BANK (SANITATION	LEASE #001-0	00201932	18000253	GARBAGE TRUCK LEASE DUE 9/18	10/15/18	113055	41,376.52-
00001	REGIONS BANK (SANITATION	LEASE #001-0	00201933	18000254	GARBAGE TRUCK LEASE DUE 10/18	10/15/18	113056	41,376.51-
REGIONS BANK (SANITATION								
Sum								82,753.03-
00001	REGIONS CARDHOLDER SERVI	7079 9/28/18	00183184	18000325	IIMC CMC APPL/PLAQUE FEE COLE	10/31/18	267090	165.00-
00001	REGIONS CARDHOLDER SERVI	7079 9/28/18	00183122	18000326	HOTEL TOWNSEND HOME/HOUSE CNF	10/31/18	267090	111.87-
00001	REGIONS CARDHOLDER SERVI	7079 9/28/18	00182525	18000327	REG LOWREY PLN CNF 10/10-12	10/31/18	267090	225.00-
00001	REGIONS CARDHOLDER SERVI	7079 9/28/18	00182650	18000328	REG ELLARD TCMA CNF 10/31	10/31/18	267090	250.00-
00001	REGIONS CARDHOLDER SERVI	7079 9/28/18	00182960	18000329	REG LOWREY APA WORKSHOP 9/28	10/31/18	267090	10.00-
00001	REGIONS CARDHOLDER SERVI	7079 9/28/18	00182961	18000330	REG TOWNSEND 35TH HEALTH ANNV	10/31/18	267090	100.00-
00001	REGIONS CARDHOLDER SERVI	7079	00183119	18000331	REG TOWNSEND SOUTH CNF 11/14	10/31/18	267090	175.00-

00001	REGIONS CARDHOLDER SERVI	7079	9/28/18	00183145	18000332	REG ARCHER NCPTT CRSE 11/3-4		10/31/18	267090	50.00-
00001	REGIONS CARDHOLDER SERVI	7079	9/28/18	00183014	18000333	FOOD VICTIM ADVOCATE MEETING		10/31/18	267090	59.43-
00001	REGIONS CARDHOLDER SERVI	7079	9/28/18	00182802	18000334	CLOTH ALLOW KENNEDY POLICE		10/31/18	267090	109.99-
00001	REGIONS CARDHOLDER SERVI	7079	9/28/18	00183028	18000335	CLOTH ALLOW DANIELS POLICE		10/31/18	267090	404.04-
00001	REGIONS CARDHOLDER SERVI	7079	9/28/18	00182313	18000336	CLOTH ALLOW MCLEMORE POLICE		10/31/18	267090	475.23-
00001	REGIONS CARDHOLDER SERVI	7079	9/28/18	00182592	18000337	CLOTH ALLOW MILLER POLICE		10/31/18	267090	367.90-
00001	REGIONS CARDHOLDER SERVI	7079	9/28/18	00182855	18000338	CLOTH ALLOW DUNAWAY POLICE		10/31/18	267090	293.90-
00001	REGIONS CARDHOLDER SERVI	7079	9/28/18	00182962	18000339	CLOTH ALLOW WOOD POLICE		10/31/18	267090	462.88-
00001	REGIONS CARDHOLDER SERVI	7079	9/28/18	00180217	18000340	TABLE REPAIR POLICE DEPT		10/31/18	267090	935.00-
00001	REGIONS CARDHOLDER SERVI	7079	9/28/18	00183020	18000341	TRUSTMARK CR CARD TRMNL CEM		10/31/18	267090	257.75-
										---
REGIONS CARDHOLDER SERVI										
Sum										4,452.99-
00001	RICOH CORP	5054602101	G	00183571	18000216	PRODUCTION PRINTER CHARGES		10/31/18	267091	137.88-
00001	RICOH CORP	5054670097		00183806	18000364	COPIER OVERAGES HUMAN RES		10/31/18	267091	61.37-
00001	RICOH CORP	5054669245		00183802	18000380	COPIER 9/18 LAND CODE DIV		10/31/18	267091	126.48-
00001	RICOH CORP	9026745429		00183918	18000476	COPIER 11/18 LAND CODE DIV		10/31/18	267091	110.00-
00001	RICOH CORP	30814722		00184011	18000542	COPIER 10/15-11/14 HUMAN RES		10/31/18	267091	221.67-
										---
RICOH CORP										
Sum										657.40-
00001	RJ YOUNG COMPANY	INV2701789		00183573	18000206	COPIER 8/29-9/27 COUNCIL		10/31/18	267092	87.32-
00001	RJ YOUNG COMPANY	INV2722270		00183659	18000256	COPIER 9/6-10/5 PLANNING DIV		10/31/18	267092	369.00-
00001	RJ YOUNG COMPANY	INV2730471		00183644	18000263	COPIER 8/28-9/27 DETECTIVES		10/31/18	267092	993.08-
00001	RJ YOUNG COMPANY	INV2707292		00183645	18000264	COPIER 8/24-9/23 POLICE ADM		10/31/18	267092	311.00-
00001	RJ YOUNG COMPANY	INV2722271		00183671	18000289	COPIER 9/5-10/4 CITY CLERK		10/31/18	267092	204.00-
00001	RJ YOUNG COMPANY	INV2735021		00183930	18000477	COPIER 9/14-10/13 ENGR DEPT		10/31/18	267092	318.00-
00001	RJ YOUNG COMPANY	INV2742471		00183598	18000535	GIS PLOTTER SUPP MPO DIVISION		10/31/18	267092	645.83-
										---
RJ YOUNG COMPANY										
Sum										2,928.23-
00001	RJM MCQUEEN CONTRACTING	1668		00184042	18000609	ADDL AMT DUE PO#183048		10/31/18	267093	750.00-
00001	RJM MCQUEEN CONTRACTING	1668(B)		00183048	18000611	REPR APRON/SIDEWALK AIRPORT		10/31/18	267093	16,000.00-
										---
RJM MCQUEEN CONTRACTING										
Sum										16,750.00-
00001	SACKS OUTDOOR SUPPLY	RC1000116443		00183710	18000395	CLOTH ALLOW VARNADO POLICE		10/31/18	267097	498.92-
00001	SACKS OUTDOOR SUPPLY	RC1000116510		00183745	18000524	CLOTH ALLOW GRAY POLICE DEPT		10/31/18	267097	144.95-
00001	SACKS OUTDOOR SUPPLY	RC1000116503		00183792	18000555	CHEST WADERS PINE ST GARG EVT		10/31/18	267097	179.98-
										---
SACKS OUTDOOR SUPPLY										
Sum										823.85-
00001	SANFORD, JOHN L JR INC	51219		00183516	18000247	GRAVEL/ROAD BED/SAND/TOPSOIL		10/31/18	267098	2,600.00-
										---
SANFORD, JOHN L JR INC										
Sum										2,600.00-
00001	SANSOM EQUIPMENT CO	55763		00180851	18000281	REPR PTS U#20089/20090 SANIT		10/31/18	267099	406.16-
										---
SANSOM EQUIPMENT CO										
Sum										406.16-
00001	SCOTTS HYDRAULIC SERVICE	35148		00183882	18000483	REPR PTS U#14956 PUB WORKS		10/31/18	267100	1,281.42-
										---

SCOTTS HYDRAULIC SERVICE								
Sum								1,281.42-
00001 SHERWIN-WILLIAMS COMPANY	5698-3		00183825	18000421	PAINT SUPP LAKEVW RANGE HOUSE	10/31/18	267101	436.60-
SHERWIN-WILLIAMS COMPANY								
Sum								436.60-
00001 SIGNS FIRST	H-66002		00183432	18000278	MACE CONF SIGN LAND CODE	10/31/18	267104	54.79-
SIGNS FIRST								
Sum								54.79-
00001 SOLAR SUPPLY INC	3409099		00183734	18000384	A/C SUPP YOUTH ART MUSEUM	10/31/18	267108	70.36-
00001 SOLAR SUPPLY INC	3409124		00183776	18000393	A/C REPR PTS TRAIN DEPOT	10/31/18	267108	48.56-
00001 SOLAR SUPPLY INC	3409200		00183831	18000426	A/C SUPP YOUTH ART MUSEUM	10/31/18	267108	48.95-
SOLAR SUPPLY INC								
Sum								167.87-
00001 SOUTH MS EMERGENCY PHYSI	SHM038742308		00183653	18000269	SRV 8/19/18 LAMB PRISONER	10/31/18	267109	924.00-
SOUTH MS EMERGENCY PHYSI								
Sum								924.00-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT3 9/29		00201960	18000467	POLICE FINES COLL.FEE	10/31/18	267111	1,057.34-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 9/28		00201962	18000468	POLICE FINES COLL.FEE	10/31/18	267111	353.30-
SOUTHERN FINANCIAL SYSTE								
Sum								1,410.64-
00001 SOUTHERN PINE ELECTRIC P	10/18 GENERA		00020192	18000441	MNTHLY 10/18 PUBLIC SERVICES	10/31/18	267113	95.02-
SOUTHERN PINE ELECTRIC P								
Sum								95.02-
00001 SOUTHERN TIRE MART LLC	11156101		00183651	18000358	TIRES VARI SANIT UNITS	10/31/18	267115	2,810.25-
00001 SOUTHERN TIRE MART LLC	11156120		00183660	18000359	TIRES VARI SANIT UNITS	10/31/18	267115	2,280.00-
00001 SOUTHERN TIRE MART LLC	11156121		00183662	18000360	TIRES VARI SANIT UNITS	10/31/18	267115	4,757.83-
00001 SOUTHERN TIRE MART LLC	11156254		00183684	18000362	REPRS U#19887 SANIT	10/31/18	267115	411.75-
00001 SOUTHERN TIRE MART LLC	11156123		00183723	18000381	TIRES VARI PUB WORKS UNITS	10/31/18	267115	3,122.50-
00001 SOUTHERN TIRE MART LLC	11156124		00183723	18000382	TIRES VARI PUB WORKS UNITS	10/31/18	267115	3,800.00-
00001 SOUTHERN TIRE MART LLC	11156125		00183723	18000383	TIRES VARI PUB WORKS UNITS	10/31/18	267115	2,762.98-
00001 SOUTHERN TIRE MART LLC	11156470		00183764	18000489	FLAT REPR U#15999 AIRPORT	10/31/18	267115	44.50-
00001 SOUTHERN TIRE MART LLC	11156523		00183808	18000529	MURPHY/MECHANIC SOAPS-SHOP	10/31/18	267115	59.90-
SOUTHERN TIRE MART LLC								
Sum								20,049.71-
00001 SPEEDY PRINTING & SIGNS	25901		00183592	18000396	CUSTOM BLACK TABLECLOTHS	10/31/18	267119	940.00-
SPEEDY PRINTING & SIGNS								
Sum								940.00-
00001 SPIRE ENERGY	10/18 GENERA		00020192	18000520	MNTHLY GAS-GENERAL	10/31/18	267120	251.98-
SPIRE ENERGY								
Sum								251.98-
00001 STANDARD OFFICE SUPPLY C	01436		00182664	18000274	CHAIRS CH 3RD FLR CONF ROOM	10/31/18	267121	9,030.00-
00001 STANDARD OFFICE SUPPLY C	01839		00183805	18000479	OFFICE SUPP HUMAN RESOURCES	10/31/18	267121	329.08-

STANDARD OFFICE SUPPLY C							
Sum							9,359.08-
00001 STAPLES	3393053789	00183557	18000275	OFFICE SUPP MPO DIVISION	10/31/18	267122	333.34-
00001 STAPLES	3393053790	00183557	18000276	OFFICE SUPP MPO DIVISION	10/31/18	267122	7.25-
STAPLES							
Sum							340.59-
00001 STATE FIRE ACADEMY	26800	00183891	18000445	SUB FEE NEWSOME/BELIVEAU	10/31/18	267123	40.00-
STATE FIRE ACADEMY							
Sum							40.00-
00001 STEWART'S CAMERA CENTER	PO#183538 10	00183538	18000220	CAMERA FILTER LENSES ACADEMY	10/31/18	267124	70.00-
STEWART'S CAMERA CENTER							
Sum							70.00-
00001 STUDIO 101	INVOICE #4	00183560	18000491	RESTORE HIST ST CORNER MARKERS	10/31/18	267125	550.00-
00001 STUDIO 101	INVOICE #5	00183560	18000553	RESTORE ST CORNER MARKERS	10/31/18	267125	550.00-
STUDIO 101							
Sum							1,100.00-
00001 THYSSENKRUPP ELEVATOR CO	3004156447	00183620	18000272	MAINT 10/18 PINE ST GARAGE	10/31/18	267131	483.83-
THYSSENKRUPP ELEVATOR CO							
Sum							483.83-
00001 TYLER TECHNOLGIES INC	025-238263	00182839	18000248	ENERGOV UPGRADE URBAN DEV	10/31/18	267136	568.75-
00001 TYLER TECHNOLGIES INC	025-238264	00182839	18000249	ENERGOV UPGRADE URBAN DEV	10/31/18	267136	175.00-
TYLER TECHNOLGIES INC							
Sum							743.75-
00001 UNDERWOOD OUTDOOR POWER,	65638	00183716	18000343	REPRS U#18046 MOWER P/F ACDMY	10/31/18	267138	220.30-
00001 UNDERWOOD OUTDOOR POWER,	64219	00183722	18000344	REPRS U#20545 MOWER P/F ACDMY	10/31/18	267138	269.97-
UNDERWOOD OUTDOOR POWER,							
Sum							490.27-
00001 UNITED FENCE COMPANY	PO#183363 10	00183363	18000316	FENCE REPR SUPP 609 KATIE AVE	10/31/18	267139	141.89-
00001 UNITED FENCE COMPANY	PO#183369 10	00183369	18000317	FENCE REPR SUPP 736 N HILL DR	10/31/18	267139	237.43-
UNITED FENCE COMPANY							
Sum							379.32-
00001 UNIVERSITY TIRE & SERVIC	534423	00183541	18000225	OIL CHG U#19915 LAND CODE	10/31/18	267140	48.90-
00001 UNIVERSITY TIRE & SERVIC	535148	00183999	18000558	REPR PTS U#11970 SANIT	10/31/18	267140	545.48-
UNIVERSITY TIRE & SERVIC							
Sum							594.38-
00001 VERIZON WIRELESS	9813844054	00183572	18000214	HPD WIRELESS 8/2-9/1/18	10/31/18	267145	2,402.11-
00001 VERIZON WIRELESS	9815707144	00183962	18000500	HPD WIRELESS SERV 9/2-10/1/18	10/31/18	267145	2,400.68-
VERIZON WIRELESS							
Sum							4,802.79-
00001 W D A M - TV	20974	00183976	18000496	HFD RECRUIT ADS 10/22-11/04	10/31/18	267147	510.00-
00001 W D A M - TV	20624	00183976	18000497	HPD RECRUIT ADS 11/12-1/20/19	10/31/18	267147	2,015.00-

W D A M - TV

Sum								2,525.00-
00001	WAGE HOUR ASSESSMENTS AN	CH 0018-0010	00183818	18000394	SERVS 10/18	10/31/18	267148	2,268.75-
WAGE HOUR ASSESSMENTS AN								
Sum								2,268.75-
00001	WAL-MART STORES INC	006903	00183101	18000446	MICROWAVE #1 FIRE STA	10/31/18	267149	170.13-
WAL-MART STORES INC								
Sum								170.13-
00001	WARREN PAVING INC	2038	00183186	18000235	PAVING FRANKLIN ST	10/31/18	267151	23,868.17-
00001	WARREN PAVING INC	2258	00183448	18000297	DOLEAC DRIVE PAVING	10/31/18	267151	31,681.56-
00001	WARREN PAVING INC	1962	00180626	18000432	PAVING PROJECT VARI WARDS	10/31/18	267151	123,090.10-
00001	WARREN PAVING INC	2034	00180626	18000433	PAVING PROJECT VARI WARDS	10/31/18	267151	168,403.83-
00001	WARREN PAVING INC	2038	00180626	18000434	PAVING PROJECT VARI WARDS	10/31/18	267151	23,868.17-
00001	WARREN PAVING INC	2706	00180626	18000435	PAVING PROJECT VARI WARDS	10/31/18	267151	88,286.28-
00001	WARREN PAVING INC	2736	00180626	18000436	PAVING PROJECT VARI WARDS	10/31/18	267151	31,386.44-
00001	WARREN PAVING INC	2750	00180626	18000437	PAVING PROJECT VARI WARDS	10/31/18	267151	69,823.40-
00001	WARREN PAVING INC	2780	00180626	18000438	PAVING PROJECT VARI WARDS	10/31/18	267151	52,667.66-
00001	WARREN PAVING INC	2761	00183047	18000610	LAMAR BLVD PAVING	10/31/18	267151	20,803.72-
WARREN PAVING INC								
Sum								633,879.33-
00001	WATERS INTERNATIONAL TRU	08P861975	00183975	18000565	REPR PTS U#16009 PUB WORKS	10/31/18	267152	777.48-
WATERS INTERNATIONAL TRU								
Sum								777.48-
00001	WEDGEWORTH DEVELOPMENT L	MB# 2014/198	00201923	18000250	DL RENEWAL STATION LEASE PYMT	10/31/18	267154	1,100.00-
WEDGEWORTH DEVELOPMENT L								
Sum								1,100.00-
00001	WHEELER'S JANITORIAL SUP	0402973	00183414	18000322	SAFETY EQUIP RECY/SANIT PROJ	10/31/18	267155	1,279.90-
00001	WHEELER'S JANITORIAL SUP	0402988	00183750	18000538	JANIT SUPP SANIT DEPT	10/31/18	267155	315.00-
WHEELER'S JANITORIAL SUP								
Sum								1,594.90-
00001	98 WASTE LLC	1532	00183682	18000300	RUBBISH DISPOSAL SANIT	10/31/18	267158	8,085.00-
98 WASTE LLC								
Sum								8,085.00-
Sum								2,763,030.67-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 31, 2018

Date - 10/29/18

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 A & R FARM AND GARDEN	306618	00183340	18000079	VARI SUPP GRNDS MAINT	10/31/18	266847	119.40-
00002 A & R FARM AND GARDEN	306815	00183539	18000104	CHEMICALS GRNDS MAINT	10/31/18	266847	90.00-
00002 A & R FARM AND GARDEN	306441	00183835	18000191	REC SUPP GRNDS MAINT	10/31/18	266847	86.00-
00002 A & R FARM AND GARDEN	306380	00183990	18000197	CHEMICALS GRNDS MAINT	10/31/18	266847	90.00-
A & R FARM AND GARDEN							
Sum							385.40-
00002 ADAMS, KAITLYN I	OFFICIAL 10/	00201950	18000145	OFFICIAL-FLAG FOOTBALL	10/31/18	266853	60.00-
ADAMS, KAITLYN I							
Sum							60.00-
00002 AGRI-AFC LLC	5517667	00183517	18000106	RYE GRASS SEED VETERANS PARK	10/31/18	266854	86.51-
AGRI-AFC LLC							
Sum							86.51-
00002 ALLBRITTON CHAIN SAW & L	60216	00183875	18000167	AGRI EQUIP REPR PTS	10/31/18	266858	47.73-
ALLBRITTON CHAIN SAW & L							
Sum							47.73-
00002 AT&T MOBILITY	287273578351	00183649	18000103	WIRELESS SERV 9/18 PKS/REC	10/31/18	266872	430.38-
AT&T MOBILITY							
Sum							430.38-
00002 AUTO ARMATURE SERVICE IN	14267	00183424	18000081	BATTERY U#11212 TRUCK	10/31/18	266874	139.95-
00002 AUTO ARMATURE SERVICE IN	14405	00183719	18000120	STARTER U#18559 TRUCK	10/31/18	266874	139.95-
00002 AUTO ARMATURE SERVICE IN	14471	00183838	18000168	BATTERY U#15928 TRUCK	10/31/18	266874	122.95-
AUTO ARMATURE SERVICE IN							
Sum							402.85-
00002 B S N SPORTS	903291801	00183343	18000118	BASKETBALL NETS	10/31/18	266875	327.00-
B S N SPORTS							
Sum							327.00-
00002 BRACKMAN MOWER WAREHOUSE	42350	00183366	18000082	CHAINSAW REPR	10/31/18	266886	146.00-
00002 BRACKMAN MOWER WAREHOUSE	42343	00183368	18000083	REPRS U#17998 MOWER	10/31/18	266886	77.38-
00002 BRACKMAN MOWER WAREHOUSE	42355	00183370	18000084	BLADE REPAIR MOWER	10/31/18	266886	82.00-
00002 BRACKMAN MOWER WAREHOUSE	42356	00183370	18000085	REPR BLADES U#19303 MOWER	10/31/18	266886	122.00-
00002 BRACKMAN MOWER WAREHOUSE	42357	00183370	18000086	BLADE REPAIR MOWER	10/31/18	266886	122.00-
00002 BRACKMAN MOWER WAREHOUSE	42351	00183372	18000087	SEAT REPAIR MOWER	10/31/18	266886	125.95-
00002 BRACKMAN MOWER WAREHOUSE	42352	00183372	18000088	REPR BLADES MOWER	10/31/18	266886	132.00-
00002 BRACKMAN MOWER WAREHOUSE	42353	00183372	18000089	VARI REPRS U#18866 MOWER	10/31/18	266886	231.90-
00002 BRACKMAN MOWER WAREHOUSE	42354	00183372	18000090	WELD REPRS MOWER	10/31/18	266886	300.00-
00002 BRACKMAN MOWER WAREHOUSE	42348	00183373	18000091	SERV ORDER U#18867 MOWER	10/31/18	266886	492.00-
00002 BRACKMAN MOWER WAREHOUSE	42349	00183373	18000092	TIRE/OIL CHANGE MOWER	10/31/18	266886	279.85-
00002 BRACKMAN MOWER WAREHOUSE	42344	00183375	18000093	MOWER BLADES	10/31/18	266886	32.95-

00002	BRACKMAN MOWER WAREHOUSE	42345	00183375	18000094	WIRING REPR U#20234 MOWER	10/31/18	266886	102.00-
00002	BRACKMAN MOWER WAREHOUSE	42337	00183376	18000095	REPRS U#20745 MOWER	10/31/18	266886	120.81-
00002	BRACKMAN MOWER WAREHOUSE	42341	00183376	18000096	BLADE REPR MOWER	10/31/18	266886	142.00-
00002	BRACKMAN MOWER WAREHOUSE	41923	00183525	18000097	AGRI EQUIP REPR PT	10/31/18	266886	9.50-
00002	BRACKMAN MOWER WAREHOUSE	42261	00183525	18000098	SHARPEN BLADE	10/31/18	266886	30.00-
00002	BRACKMAN MOWER WAREHOUSE	42431	00183534	18000107	WEEDEATER SUPP GRNDS MAINT	10/31/18	266886	826.00-
00002	BRACKMAN MOWER WAREHOUSE	42399	00183509	18000121	REPRS U#20745 MOWER	10/31/18	266886	219.05-
00002	BRACKMAN MOWER WAREHOUSE	42392	00183510	18000122	REPRS U#19303 MOWER	10/31/18	266886	122.00-
00002	BRACKMAN MOWER WAREHOUSE	42444	00183575	18000123	REPRS U#15517 MOWER	10/31/18	266886	206.60-
00002	BRACKMAN MOWER WAREHOUSE	42445	00183576	18000124	REPLACE BLADES U#20745 MOWER	10/31/18	266886	119.99-
00002	BRACKMAN MOWER WAREHOUSE	42442	00183574	18000126	CHANGE BLADES U#20822 MOWER	10/31/18	266886	80.00-
00002	BRACKMAN MOWER WAREHOUSE	42433	00183938	18000169	REPR PTS U#20233 MOWER	10/31/18	266886	170.95-
00002	BRACKMAN MOWER WAREHOUSE	42538	00183799	18000192	REPRS U#19303 MOWER	10/31/18	266886	104.00-
00002	BRACKMAN MOWER WAREHOUSE	42537	00183800	18000193	REPRS U#18866 MOWER	10/31/18	266886	485.95-
00002	BRACKMAN MOWER WAREHOUSE	42536	00183801	18000194	REPRS U#20232 MOWER	10/31/18	266886	196.43-
00002	BRACKMAN MOWER WAREHOUSE	42627	00183989	18000198	2 CYCLE OIL GRNDS MAINT	10/31/18	266886	118.00-
								---
BRACKMAN MOWER WAREHOUSE								
Sum								5,197.31-
00002	BRAXTON, NYTARICA TIARRA	OFFICIAL 10/	00201950	18000139	OFFICIAL-FLAG FOOTBALL	10/31/18	266887	120.00-
								---
BRAXTON, NYTARICA TIARRA								
Sum								120.00-
00002	CAMPER CITY OF HATTIESBU	42256	00183577	18000108	REPRS U#18597 DUMP TRAILER	10/31/18	266897	125.00-
								---
CAMPER CITY OF HATTIESBU								
Sum								125.00-
00002	CARQUEST AUTO PARTS STOR	14758-115625	00183546	18000105	MOTOR OIL GRNDS MAINT	10/31/18	266901	114.96-
00002	CARQUEST AUTO PARTS STOR	14758-116259	00183988	18000199	ANTIFREEZE WD-40 GRNDS MAINT	10/31/18	266901	238.08-
								---
CARQUEST AUTO PARTS STOR								
Sum								353.04-
00002	CELEBRATIONS ETC	05767(C)	00183873	18000159	ADDL AMT DUE PO#182531	10/31/18	266902	259.74-
								---
CELEBRATIONS ETC								
Sum								259.74-
00002	CITY OF HATTIESBURG FUND	TRF 2ND 10/1	00201955	18000158	TRF 2ND 10/18 PAYROLL	10/23/18	312079	65,962.20-
								---
CITY OF HATTIESBURG FUND								
Sum								65,962.20-
00002	CLARK, SHAWN	OFFICIAL 10/	00201950	18000136	OFFICIAL-YTH/FLAG FTBALL	10/31/18	266912	105.00-
								---
CLARK, SHAWN								
Sum								105.00-
00002	CLEMTS HARDWARE	121725	00183730	18000117	GAS JUGS GRNDS MAINT	10/31/18	266913	87.96-
00002	CLEMTS HARDWARE	121708	00183633	18000131	SWING SET CHAINS 9TH ST PARK	10/31/18	266913	66.96-
								---
CLEMTS HARDWARE								
Sum								154.92-
00002	CONNER, TOBARRA	SPORTS SERVS	00201951	18000151	SPORTS SUPPORT SERVICES	10/31/18	266918	80.00-
								---
CONNER, TOBARRA								

Sum								80.00-
00002 DENNIS, ASHLEY F	OFFICIAL 10/	00201950	18000140	OFFICIAL-FLAG FOOTBALL		10/31/18	266927	180.00-
DENNIS, ASHLEY F								
Sum								180.00-
00002 ECONOMY SUPPLY CO	000414	00183361	18000080	DOOR LOCKS CHAIN PARK		10/31/18	266933	93.00-
00002 ECONOMY SUPPLY CO	000997	00183760	18000115	QUIKCRETE MCNAIR CENTER		10/31/18	266933	11.85-
00002 ECONOMY SUPPLY CO	000940	00183691	18000128	VOLLEYBALL LEAGUE SUPPLIES		10/31/18	266933	29.65-
00002 ECONOMY SUPPLY CO	001330	00183874	18000177	DOOR KNOB PTS CHAIN PARK		10/31/18	266933	47.90-
00002 ECONOMY SUPPLY CO	000853	00183626	18000178	BALLFIELD CHALK		10/31/18	266933	567.20-
ECONOMY SUPPLY CO								
Sum								749.60-
00002 ESTERS, WILLARD (BUTCH)	OFFICIAL 10/	00201950	18000137	OFFICIAL-ADULT SOFTBALL		10/31/18	266939	220.00-
ESTERS, WILLARD (BUTCH)								
Sum								220.00-
00002 FASTENAL COMPANY	MSHAT212890	00183690	18000129	VOLLEYBALL LEAGUE SUPPLIES		10/31/18	266940	4.18-
FASTENAL COMPANY								
Sum								4.18-
00002 GARNER LUMLEY ELECTRIC S	553526	00183686	18000161	VOLLEYBALL LEAGUE SUPPLIES		10/31/18	266950	87.80-
GARNER LUMLEY ELECTRIC S								
Sum								87.80-
00002 GLOBAL SECURITY COMPANY	10277	00183980	18000170	SECURITY 10/18 ADLT VOLLEYBAL		10/31/18	266954	70.00-
00002 GLOBAL SECURITY COMPANY	10278	00183961	18000173	SECURITY 10/18 KIDS FOOTBALL		10/31/18	266954	720.00-
00002 GLOBAL SECURITY COMPANY	10276	00183965	18000174	SECURITY 10/18 ADULT SOFTBALL		10/31/18	266954	700.00-
GLOBAL SECURITY COMPANY								
Sum								1,490.00-
00002 GOLDEN, NICHOLAS D	OFFICIAL 10/	00201950	18000146	OFFICIAL-ADULT SOFTBALL		10/31/18	266956	180.00-
GOLDEN, NICHOLAS D								
Sum								180.00-
00002 GREATER SOUTHEAST CONSTR	EST#4 SULLIV	00184041	18000206	SRVS SULLIVAN PK PAVILION		10/31/18	266958	88,193.25-
GREATER SOUTHEAST CONSTR								
Sum								88,193.25-
00002 GRIFFIN, GABRIEL	OFFICIAL 10/	00201950	18000134	OFFICIAL-YOUTH FOOTBALL		10/31/18	266959	10.00-
GRIFFIN, GABRIEL								
Sum								10.00-
00002 HAVARD PEST CONTROL INC	1347832	00201927	18000202	QTRLY SERV BOYS BROTHERHD		10/31/18	266973	48.00-
00002 HAVARD PEST CONTROL INC	1347833	00201927	18000203	QTRLY SERV CAMERON FLD		10/31/18	266973	48.00-
00002 HAVARD PEST CONTROL INC	1347824	00201927	18000204	QTRLY SERV DAHMER POOL		10/31/18	266973	48.00-
00002 HAVARD PEST CONTROL INC	1347826	00201927	18000205	QTRLY SERV TATUM PARK		10/31/18	266973	125.00-
HAVARD PEST CONTROL INC								
Sum								269.00-
00002 HUGHES SUPPLY	S154167115.0	00183749	18000201	LEAK REPR PTS TATUM SOCCER		10/31/18	266984	95.80-

HUGHES SUPPLY							
Sum							95.80-
00002 IMPRESSIONS IN STONE, IN	PO#181674 10	00181674	18000119	LETTERED BRICKS SMOKESTACK PK	10/31/18	266987	97.50-
IMPRESSIONS IN STONE, IN							
Sum							97.50-
00002 JACKSON, ROOSEVELT III	773416	00183667	18000163	REPAINT WALL TATUM TENNIS	10/31/18	266996	325.00-
00002 JACKSON, ROOSEVELT III	773415	00183513	18000165	WASH/REPAINT VETERANS PARK	10/31/18	266996	3,765.00-
JACKSON, ROOSEVELT III							
Sum							4,090.00-
00002 JAMES II, CHARLIE D	OFFICIAL 10/	00201950	18000143	OFFICIAL-FLAG FOOTBALL	10/31/18	266998	90.00-
JAMES II, CHARLIE D							
Sum							90.00-
00002 KALIFEH, REBECCA C	OFFICIAL 10/	00201950	18000138	OFFICIAL-FLAG FOOTBALL	10/31/18	267005	180.00-
KALIFEH, REBECCA C							
Sum							180.00-
00002 KETTLEY, ANNETTE	SPORTS SERVS	00201951	18000152	SPORTS SUPPORT SERVICES	10/31/18	267008	80.00-
KETTLEY, ANNETTE							
Sum							80.00-
00002 KINNEL, ISAAC L	OFFICIAL 10/	00201950	18000147	OFFICIAL-ADULT SOFTBALL	10/31/18	267009	100.00-
KINNEL, ISAAC L							
Sum							100.00-
00002 KINSEY WELDING	5016	00183634	18000111	REPR TATUM SOCCER GOALS	10/31/18	267010	425.00-
KINSEY WELDING							
Sum							425.00-
00002 LANCASTER'S MACHINE & WE	23757	00183514	18000099	AXLE REPR U#17050 TRAILER	10/31/18	267013	885.00-
00002 LANCASTER'S MACHINE & WE	23749	00183515	18000100	TAILGATE REPR U#7724 TRAILER	10/31/18	267013	215.00-
00002 LANCASTER'S MACHINE & WE	23707	00183518	18000101	TAILGATE REPR U#19534 TRAILER	10/31/18	267013	225.00-
00002 LANCASTER'S MACHINE & WE	23709	00183519	18000102	TAILGATE REPR U#16176 TRAILER	10/31/18	267013	275.00-
LANCASTER'S MACHINE & WE							
Sum							1,600.00-
00002 LOCKE, JACKIE W	OFFICIAL 10/	00201950	18000133	OFFICIAL-YOUTH FOOTBALL	10/31/18	267020	15.00-
LOCKE, JACKIE W							
Sum							15.00-
00002 MISSISSIPPI AG COMPANY,	P29185	00183721	18000195	REPLACE SEATS U#17580/17581	10/31/18	267032	772.88-
MISSISSIPPI AG COMPANY,							
Sum							772.88-
00002 MISSISSIPPI YOUTH FOOTBA	2018-001	00184008	18000196	YTH FOOTBALL LEAGUES DUES '18	10/31/18	267033	360.00-
MISSISSIPPI YOUTH FOOTBA							
Sum							360.00-
00002 MS POWER COMPANY	10/18 PKS/RE	00020192	18000176	MNTHLY ELEC-PARKS & REC	10/31/18	267042	15,294.87-

MS POWER COMPANY							
Sum							15,294.87-
00002 MS STATE/TAX COMM/TAX EX	PO#183720 10	00183720	18000114	TAG U#21011 TRAILER	10/31/18	267044	12.00-
MS STATE/TAX COMM/TAX EX							
Sum							12.00-
00002 NEWELL PAPER COMPANY	4039666	00183535	18000130	WASP SPRAY GRNDS MAINT	10/31/18	267052	144.00-
NEWELL PAPER COMPANY							
Sum							144.00-
00002 PEANUTS TOWING SERVICE	80095	00183714	18000113	TOWING U#18559 TRUCK	10/31/18	267063	75.00-
00002 PEANUTS TOWING SERVICE	80441	00183836	18000160	TOWING U#9213 TRUCK	10/31/18	267063	75.00-
00002 PEANUTS TOWING SERVICE	80444	00183843	18000164	TOWING U#8937 TRUCK	10/31/18	267063	75.00-
PEANUTS TOWING SERVICE							
Sum							225.00-
00002 PERNICIARO, LOGAN M	OFFICIAL 10/	00201950	18000141	OFFICIAL-FLAG FOOTBALL	10/31/18	267066	180.00-
PERNICIARO, LOGAN M							
Sum							180.00-
00002 PETTY, KEMYANA (REFUND)	CHEERLEADING	00201963	18000166	CHEERLEADING REFUND	10/31/18	267068	90.00-
PETTY, KEMYANA (REFUND)							
Sum							90.00-
00002 PHILLIPS BARK PROCESSING	128704	00183724	18000116	HARDWOOD MULCH CITY WIDE USE	10/31/18	267069	1,410.00-
00002 PHILLIPS BARK PROCESSING	128802	00183893	18000200	PLAYGRNDS MULCH THAMES ELEM	10/31/18	267069	1,870.00-
PHILLIPS BARK PROCESSING							
Sum							3,280.00-
00002 PINE BELT TROPHY	PO#183983 10	00183983	18000171	TROPHIES FLAG FOOTBALL	10/31/18	267072	288.00-
00002 PINE BELT TROPHY	PO#183984 10	00183984	18000172	TROPHIES FALL SOFTBALL	10/31/18	267072	256.00-
PINE BELT TROPHY							
Sum							544.00-
00002 PIONEER MANUFACTURING CO	INV700677	00183579	18000125	PAINT MACHINE REPR PTS	10/31/18	267073	745.65-
PIONEER MANUFACTURING CO							
Sum							745.65-
00002 POWELL, RANDY	SPORTS SERVS	00201951	18000153	SPORTS SUPPORT SERVICES	10/31/18	267074	224.00-
POWELL, RANDY							
Sum							224.00-
00002 PRINCE, BRANDON T	OFFICIAL 10/	00201950	18000144	OFFICIAL-FLAG FOOTBALL	10/31/18	267079	90.00-
PRINCE, BRANDON T							
Sum							90.00-
00002 ROBINSON ELECTRIC SUPPLY	2899-421210	00183319	18000110	ELEC SUPP CHAIN PARK	10/31/18	267095	235.00-
00002 ROBINSON ELECTRIC SUPPLY	2899-420998	00183241	18000112	ELEC SUPP SMOKESTACK PARK	10/31/18	267095	3,371.80-
ROBINSON ELECTRIC SUPPLY							
Sum							3,606.80-
00002 SMITH, CARLTON L	OFFICIAL 10/	00201950	18000157	OFFICIAL-ADULT SOFTBALL	10/31/18	267107	120.00-

SMITH, CARLTON L							
Sum							120.00-
00002 SOUTHERN ON SITE STORAGE	61709	00183386	18000127	PORTALETS 10/18 LIVE AFTER 5	10/31/18	267112	3,030.00-
SOUTHERN ON SITE STORAGE							
Sum							3,030.00-
00002 SOUTHERN TIRE MART #9 (M	9035932	00183796	18000180	BRAKE REPR U#20420 TRUCK	10/31/18	267114	673.20-
00002 SOUTHERN TIRE MART #9 (M	9034319	00183332	18000181	REPRS U#18867 MOWER	10/31/18	267114	84.11-
00002 SOUTHERN TIRE MART #9 (M	9034709	00183332	18000182	REPRS U#18867 MOWER	10/31/18	267114	18.74-
00002 SOUTHERN TIRE MART #9 (M	9035400	00183332	18000183	FLAT REPR U#18867 MOWER	10/31/18	267114	18.75-
00002 SOUTHERN TIRE MART #9 (M	9034381	00183333	18000184	TIRE REPR U#16048 TRAILER	10/31/18	267114	152.24-
00002 SOUTHERN TIRE MART #9 (M	9035448	00183333	18000185	TIRE REPR U#16048 TRAILER	10/31/18	267114	79.12-
00002 SOUTHERN TIRE MART #9 (M	9034646	00183334	18000186	TIRE REPR U#11961 TRAILER	10/31/18	267114	142.14-
00002 SOUTHERN TIRE MART #9 (M	9035072	00183335	18000187	TIRE REPR U#17998 MOWER	10/31/18	267114	14.95-
00002 SOUTHERN TIRE MART #9 (M	9035375	00183335	18000188	TIRE REPR U#17998 MOWER	10/31/18	267114	63.99-
00002 SOUTHERN TIRE MART #9 (M	9035690	00183434	18000189	FLAT REPR U#20419 TRUCK	10/31/18	267114	19.95-
SOUTHERN TIRE MART #9 (M							
Sum							1,267.19-
00002 SOUTHERN TIRE MART LLC	11155920	00183419	18000179	REPRS U#11961 TRUCK	10/31/18	267115	926.08-
SOUTHERN TIRE MART LLC							
Sum							926.08-
00002 SPEARS, KEIONIS	OFFICIAL 10/	00201950	18000132	OFFICIAL-FLAG FOOTBALL	10/31/18	267118	180.00-
SPEARS, KEIONIS							
Sum							180.00-
00002 SPIRE ENERGY	10/18 PKS/RE	00020192	18000175	MNTHLY GAS-PARKS & REC	10/31/18	267120	24.21-
SPIRE ENERGY							
Sum							24.21-
00002 TERRELL, WINSTON	OFFICIAL 10/	00201950	18000148	OFFICIAL-ADULT SOFTBALL	10/31/18	267129	240.00-
TERRELL, WINSTON							
Sum							240.00-
00002 THOMPSON, JESSE	OFFICIAL 10/	00201950	18000135	OFFICIAL-YOUTH FOOTBALL	10/31/18	267130	20.00-
THOMPSON, JESSE							
Sum							20.00-
00002 TROTTER, WILLIE	OFFICIAL 10/	00201950	18000150	OFFICIAL-ADULT SOFTBALL	10/31/18	267132	200.00-
TROTTER, WILLIE							
Sum							200.00-
00002 TRUCKS PLUS AUTO ACCESSO	37986	00183834	18000162	REPRS U#9603 TRUCK	10/31/18	267133	80.00-
TRUCKS PLUS AUTO ACCESSO							
Sum							80.00-
00002 VARNADO, ALEXANDRIA	SPORTS SERVS	00201951	18000154	SPORTS SUPPORT SERVICES	10/31/18	267142	48.00-
VARNADO, ALEXANDRIA							
Sum							48.00-

00002 VARNADO, UNDRA	SPORTS SERVS	00201951	18000156	SPORTS SUPPORT SERVICES	10/31/18	267143	128.00-
VARNADO, UNDRA							
Sum							128.00-
00002 VASQUEZ, LINDA M	OFFICIAL 10/	00201950	18000149	OFFICIAL-ADULT SOFTBALL	10/31/18	267144	215.00-
VASQUEZ, LINDA M							
Sum							215.00-
00002 VESELY'S NURSERY	PO#183286 10	00183286	18000190	MUMS MOBILE STREET	10/31/18	267146	105.00-
VESELY'S NURSERY							
Sum							105.00-
00002 WILLIAMS, THOMAS C	SPORTS SERVS	00201951	18000155	SPORTS SUPPORT SERVICES	10/31/18	267157	192.00-
WILLIAMS, THOMAS C							
Sum							192.00-
Sum							204,598.89-

CITY OF HATTIESBURG
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
HATT.MUNICIPAL FIRE PROTECTION							
00005 TRUSTMARK NATIONAL BANK/	#27335025 NO	00201929	18000004	FIRE TRK LEASE NOTE#40263	10/15/18	22153	5,836.57-
00005 TRUSTMARK NATIONAL BANK/	#27335025 NO	00201930	18000005	FIRE TRK LEASE NOTE#40263	10/15/18	22154	5,836.57-
00005 TRUSTMARK NATIONAL BANK/	A/C 27335025	00201965	18000006	FIRE TRUCK LEASE #22568	10/26/18	22160	16,377.37-
TRUSTMARK NATIONAL BANK/							
Sum							28,050.51-
Sum							28,050.51-

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PAYROLL FUND							
00006 CMB FINANCIAL SERVICES I	2020	00020198	18000026	GARNISHMENTS	10/25/18	113085	195.67-
CMB FINANCIAL SERVICES I							
Sum							195.67-
00006 UNDERWOOD, VERLINA (REFU	REFUND HOSPI	00201946	18000008	REFUND HOSPITAL INS	10/22/18	113066	388.00-
UNDERWOOD, VERLINA (REFU							
Sum							388.00-
Sum							583.67-

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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 AT&T MOBILITY	287273578351	00183649	18000107	WIRELESS SERV 9/18 W&SO&M	10/31/18	266872	726.31-
00009 AT&T MOBILITY	287273861504	00183631	18000108	GPS TRACKING 9/18 WTR PLANT	10/31/18	266872	344.93-
AT&T MOBILITY							
Sum							1,071.24-
00009 AUTO ARMATURE SERVICE IN	14403	00183511	18000127	BATTERIES U#13192 LAGOON	10/31/18	266874	317.90-
00009 AUTO ARMATURE SERVICE IN	14530	00183907	18000160	BATTERY U#12605 WTR TRANS	10/31/18	266874	187.95-
AUTO ARMATURE SERVICE IN							
Sum							505.85-
00009 BLOSSMAN GAS INC	5068842	00183852	18000153	FORKLIFT CYLINDERS WTR PLANT	10/31/18	266881	104.00-
BLOSSMAN GAS INC							
Sum							104.00-
00009 CAMERON ELECTRIC MOTOR C	32351	00183336	18000102	ELEC SUPP SHADOW RIDGE STA	10/31/18	266896	56.50-
CAMERON ELECTRIC MOTOR C							
Sum							56.50-
00009 CARQUEST AUTO PARTS STOR	14758-115624	00183553	18000099	REPR PTS U#9223 TRANS	10/31/18	266901	225.04-
00009 CARQUEST AUTO PARTS STOR	14758-115878	00183675	18000125	REPR PTS U#19845 TRANS	10/31/18	266901	72.58-
00009 CARQUEST AUTO PARTS STOR	14758-116012	00183820	18000150	REPR PTS U#14128 TRANS	10/31/18	266901	39.40-
00009 CARQUEST AUTO PARTS STOR	14758-114716	00183135	18000158	REPR PTS U#20049 WTR BILLING	10/31/18	266901	17.79-
00009 CARQUEST AUTO PARTS STOR	14758-115521	00183236	18000161	REPR PTS U#13176 WTR TRANS	10/31/18	266901	36.99-
00009 CARQUEST AUTO PARTS STOR	14758-115925	00183775	18000179	REPR PTS U#20443 WTR BILLING	10/31/18	266901	88.29-
00009 CARQUEST AUTO PARTS STOR	14758-115924	00183777	18000180	REPR PTS U#18706 WTR BILLING	10/31/18	266901	237.90-
00009 CARQUEST AUTO PARTS STOR	14758-116213	00183906	18000181	REPR PTS U#18706 WTR BILLING	10/31/18	266901	102.36-
00009 CARQUEST AUTO PARTS STOR	14758-116324	00184049	18000182	REPR PTS U#20108 WTR PLT	10/31/18	266901	317.81-
00009 CARQUEST AUTO PARTS STOR	14758-115949	00183766	18000187	WIPER BLADES VARI LAGOON UNTS	10/31/18	266901	53.94-
CARQUEST AUTO PARTS STOR							
Sum							1,192.10-
00009 CENTRAL PIPE SUPPLY INC	S100152829.0	00182516	18000154	PLUMB SUPP LAGOON STOCK	10/31/18	266903	2,017.32-
00009 CENTRAL PIPE SUPPLY INC	S100152829.0	00182516	18000155	PLUMB SUPP LAGOON STOCK	10/31/18	266903	500.00-
00009 CENTRAL PIPE SUPPLY INC	S100152829.0	00182516	18000156	PLUMB SUPP LAGOON STOCK	10/31/18	266903	1,028.28-
00009 CENTRAL PIPE SUPPLY INC	S100152829.0	00182516	18000157	PLUMB SUPP LAGOON STOCK	10/31/18	266903	761.52-
CENTRAL PIPE SUPPLY INC							
Sum							4,307.12-
00009 CERTIFIED LABORATORIES	3302268	00183512	18000121	LUBRICANT/INSECTICIDE PLANT	10/31/18	266904	310.00-
00009 CERTIFIED LABORATORIES	3300328	00183276	18000123	CHEMICALS SEWER LINE TRTMNTS	10/31/18	266904	12,523.00-
00009 CERTIFIED LABORATORIES	3310942	00183498	18000126	CHEMICALS SWR LIFT STATIONS	10/31/18	266904	9,809.40-
CERTIFIED LABORATORIES							
Sum							22,642.40-
00009 CINTAS CORPORATION #J66	J66612733	00183708	18000115	UNIFORMS 10/15 TRANS	10/31/18	266910	93.70-

00009	CINTAS CORPORATION #J66	J66612734	00183708	18000116	MOP/MAT 10/15 PLANT	10/31/18	266910	13.93-
00009	CINTAS CORPORATION #J66	J66612733	00183708	18000117	UNIFORMS 10/15 PLANT	10/31/18	266910	46.87-
00009	CINTAS CORPORATION #J66	J66612733	00183708	18000118	UNIFORMS 10/15 SEWER	10/31/18	266910	43.02-
00009	CINTAS CORPORATION #J66	J66612733	00183708	18000119	UNIFORMS 10/15 LAGOON	10/31/18	266910	25.87-
00009	CINTAS CORPORATION #J66	J66613973	00183869	18000137	UNIFORMS 10/22 TRANS	10/31/18	266910	89.20-
00009	CINTAS CORPORATION #J66	J66613974	00183869	18000138	MOP/MAT 10/22 PLANT	10/31/18	266910	13.93-
00009	CINTAS CORPORATION #J66	J66613973	00183869	18000139	UNIFORMS 10/22 PLANT	10/31/18	266910	46.87-
00009	CINTAS CORPORATION #J66	J66613973	00183869	18000140	UNIFORMS 10/22 SEWER	10/31/18	266910	43.02-
00009	CINTAS CORPORATION #J66	J66613973	00183869	18000141	UNIFORMS 10/22 LAGOON	10/31/18	266910	25.87-
00009	CINTAS CORPORATION #J66	J66612315	00184006	18000166	UNIFORMS 10/11 WTR SERV MEN	10/31/18	266910	24.34-
00009	CINTAS CORPORATION #J66	J66613551	00184006	18000167	UNIFORMS 10/18 WTR SERV MEN	10/31/18	266910	24.34-
00009	CINTAS CORPORATION #J66	J66614797	00184006	18000168	UNIFORMS 10/25 WTR SERV MEN	10/31/18	266910	24.34-
								---
CINTAS CORPORATION #J66								
Sum								515.30-
00009	CITY OF HATTIESBURG FUND	TRF 2ND 10/1	00201955	18000145	TRF 2ND 10/18 PAYROLL	10/23/18	22156	99,897.40-
								---
CITY OF HATTIESBURG FUND								
Sum								99,897.40-
00009	COMSOUTH	190613	00183924	18000164	RADIO REPR WTR BILLING	10/31/18	266917	75.00-
								---
COMSOUTH								
Sum								75.00-
00009	CONSOLIDATED PIPE & SPLY	0486268-000-	00181500	18000133	MANHOLE RINGS/COVERS SEWER	10/31/18	266919	3,192.00-
00009	CONSOLIDATED PIPE & SPLY	0486449-000-	00183362	18000134	MANHOLE RINGS/COVERS SEWER	10/31/18	266919	3,638.00-
00009	CONSOLIDATED PIPE & SPLY	0485702-000-	00182757	18000165	DRILLING MACHINE/OPERATOR LGN	10/31/18	266919	7,975.26-
								---
CONSOLIDATED PIPE & SPLY								
Sum								14,805.26-
00009	COURTNEY'S RESTAURANT EQ	12344	00183842	18000136	ICE MACH MAINT WTR BILLING	10/31/18	266921	175.00-
								---
COURTNEY'S RESTAURANT EQ								
Sum								175.00-
00009	D P C ENTERPRISES LP	212002112-18	00183087	18000103	CHLORINE FORREST GEN TANK	10/31/18	266924	914.00-
00009	D P C ENTERPRISES LP	212002113-18	00183087	18000104	CHLORINE WESLEY TANK	10/31/18	266924	914.00-
00009	D P C ENTERPRISES LP	212002110-18	00183104	18000105	CHLORINE WTR PLT #1	10/31/18	266924	1,371.00-
00009	D P C ENTERPRISES LP	212002111-18	00183104	18000106	CHLORINE WTR PLT #2	10/31/18	266924	1,371.00-
								---
D P C ENTERPRISES LP								
Sum								4,570.00-
00009	DOLEAC ELECTRIC CO INC	WP2-5-X3	00183501	18000183	REPRS PLT#2 WELL#5	10/31/18	266929	4,483.00-
00009	DOLEAC ELECTRIC CO INC	ELPS-X2	00183502	18000184	GENERATOR REPR E LAUREL STA	10/31/18	266929	680.00-
00009	DOLEAC ELECTRIC CO INC	WP2-5-X4	00183868	18000185	GENERATOR REPR PLT#2 WELL#5	10/31/18	266929	1,690.00-
								---
DOLEAC ELECTRIC CO INC								
Sum								6,853.00-
00009	EMPIRE TRUCK SALES (H'BU	RE00602897:0	00183262	18000129	REPRS U#13176 TRANS DUMP TRK	10/31/18	266936	1,778.65-
00009	EMPIRE TRUCK SALES (H'BU	RE006028979:	00183728	18000130	REPRS U#13176 SWR DUMP TRUCK	10/31/18	266936	384.28-
								---
EMPIRE TRUCK SALES (H'BU								
Sum								2,162.93-
00009	EQUIPMENT INC	165502226	00183551	18000100	REPRS U#14238 TRANS	10/31/18	266938	377.11-

EQUIPMENT INC								
Sum								377.11-
00009 GILKEY ELECTRIC SUPPLY C	302755		00183115	18000124	ELEC SUPP USA YEAST PUMP #1	10/31/18	266952	882.00-
GILKEY ELECTRIC SUPPLY C								
Sum								882.00-
00009 HARBOR FREIGHT	860320		00183610	18000146	HAND TOOLS WTR SERVICE MEN	10/31/18	266967	154.80-
HARBOR FREIGHT								
Sum								154.80-
00009 HAVARD PEST CONTROL INC	1347831		00201927	18000172	QTRLY SERV WATER OFFICE	10/31/18	266973	45.00-
00009 HAVARD PEST CONTROL INC	1347848		00201927	18000173	QTRLY SERV WTR PLT LOWER	10/31/18	266973	48.00-
00009 HAVARD PEST CONTROL INC	1347849		00201927	18000174	QTRLY SERV WTR PLT UPPER	10/31/18	266973	50.00-
00009 HAVARD PEST CONTROL INC	1347850		00201927	18000175	QTRLY SERV WTR WORKS JAMES	10/31/18	266973	50.00-
00009 HAVARD PEST CONTROL INC	1347851		00201927	18000176	QTRLY SERV BURKETT STA	10/31/18	266973	40.00-
00009 HAVARD PEST CONTROL INC	1347852		00201927	18000177	QTRLY SERV E LAUREL STA	10/31/18	266973	40.00-
00009 HAVARD PEST CONTROL INC	1347853		00201927	18000178	QTRLY SERV N LAGOON PLT	10/31/18	266973	40.00-
HAVARD PEST CONTROL INC								
Sum								313.00-
00009 LANCASTER'S MACHINE & WE	23769		00183761	18000148	HAND TOOLS WTR SERVICE MEN	10/31/18	267013	285.00-
LANCASTER'S MACHINE & WE								
Sum								285.00-
00009 LARRY'S WRECKER SERVICE	4962		00183996	18000159	TOWING U#11949 WTR BILLING	10/31/18	267016	65.00-
LARRY'S WRECKER SERVICE								
Sum								65.00-
00009 MCELHANEY PLUMBING INC	271784		00183611	18000120	HAND TOOLS WTR BILLING	10/31/18	267025	260.36-
MCELHANEY PLUMBING INC								
Sum								260.36-
00009 MITCHELL TOOL SALES & SE	100465		00183822	18000149	HAND TOOLS WTR TRANS 3RD CREW	10/31/18	267034	643.00-
00009 MITCHELL TOOL SALES & SE	100469		00183895	18000152	HAND TOOLS WTR TRANS DEPT	10/31/18	267034	169.14-
MITCHELL TOOL SALES & SE								
Sum								812.14-
00009 MS POWER COMPANY	10/18 W&SO&M		00020192	18000163	MNTHLY ELEC-W&SO&M	10/31/18	267042	81,568.46-
MS POWER COMPANY								
Sum								81,568.46-
00009 NEWELL PAPER COMPANY	4039147		00183384	18000110	JANIT SUPP WTR PLANTS	10/31/18	267052	404.18-
00009 NEWELL PAPER COMPANY	4039710		00183679	18000131	JANIT SUPP WTR BILLING	10/31/18	267052	159.60-
NEWELL PAPER COMPANY								
Sum								563.78-
00009 NORTH LAMAR WATER ASSN	SEWER BILLIN		00183664	18000113	SEWER BILLING 10/18	10/31/18	267056	132.00-
NORTH LAMAR WATER ASSN								
Sum								132.00-
00009 OWENS BUSINESS MACHINES	361744		00183816	18000132	COPIER 9/18-9/19 WTR PLANT	10/31/18	267060	390.00-

OWENS BUSINESS MACHINES							
Sum							390.00-
00009 PEARL RIVER VALLEY EPA (	10/18 W&SO&M	00020192	18000143	MNTHLY 10/18 PUBLIC SERVICES	10/31/18	267064	340.56-
PEARL RIVER VALLEY EPA (							
Sum							340.56-
00009 PETRO AUTOMOTIVE GROUP	6153669	00183942	18000169	REPRS U#19356 WTR BILLING	10/31/18	267067	2,116.19-
PETRO AUTOMOTIVE GROUP							
Sum							2,116.19-
00009 PUCKETT RENTS	675339	00183552	18000186	TAMPER REPR SEWER DEPT	10/31/18	267082	241.14-
PUCKETT RENTS							
Sum							241.14-
00009 RAWLS SPRINGS UTILITY DI	SEWER BILLIN	00183892	18000147	SEWER BILLING 9/18	10/31/18	267085	190.00-
RAWLS SPRINGS UTILITY DI							
Sum							190.00-
00009 RICOH CORP	5054602101 W	00183571	18000096	PRODUCTION PRINTER CHARGES	10/31/18	267091	151.72-
RICOH CORP							
Sum							151.72-
00009 SANFORD, JOHN L JR INC	51215	00182893	18000097	CLAY GRAVEL TRANS DEPT	10/31/18	267098	1,012.50-
00009 SANFORD, JOHN L JR INC	51216	00182893	18000098	CLAY GRAVEL TRANS DEPT	10/31/18	267098	1,012.50-
SANFORD, JOHN L JR INC							
Sum							2,025.00-
00009 SOLAR SUPPLY INC	3408900	00183459	18000101	A/C REPR PTS WTR ADM BLDG	10/31/18	267108	31.51-
00009 SOLAR SUPPLY INC	3409015	00183504	18000122	WINDOW A/C WTR PLT #2	10/31/18	267108	609.19-
SOLAR SUPPLY INC							
Sum							640.70-
00009 SOUTHERN PINE ELECTRIC P	10/18 W&SO&M	00020192	18000144	MNTHLY 10/18 PUBLIC SERVICES	10/31/18	267113	462.06-
SOUTHERN PINE ELECTRIC P							
Sum							462.06-
00009 SOUTHERN TIRE MART LLC	9036115	00184004	18000170	TIRES/ALIGN U#18706 WTR OFFC	10/31/18	267115	284.91-
SOUTHERN TIRE MART LLC							
Sum							284.91-
00009 SOUTHERN WATERWORKS SUPP	77506	00183773	18000171	PLUMB SUPP WTR PLANTS	10/31/18	267116	100.92-
SOUTHERN WATERWORKS SUPP							
Sum							100.92-
00009 SPEEDY PRINTING & SIGNS	25911	00183680	18000128	RECEIPT PAPER WTR BILLING	10/31/18	267119	744.00-
SPEEDY PRINTING & SIGNS							
Sum							744.00-
00009 SPIRE ENERGY	10/18 W&SO&M	00020192	18000162	MNTHLY GAS-W&SO&M	10/31/18	267120	48.42-
SPIRE ENERGY							

Sum							48.42-
00009 STANDARD OFFICE SUPPLY C	01838	00183612	18000142	OFFICE SUPP WTR BILLING	10/31/18	267121	613.95-
STANDARD OFFICE SUPPLY C							
Sum							613.95-
00009 U S POSTMASTER-POSTAGE (	PERMIT #213	00183613	18000109	POSTAGE PERMIT WTR BILLING	10/31/18	267137	10,000.00-
U S POSTMASTER-POSTAGE (							
Sum							10,000.00-
00009 UNDERWOOD OUTDOOR POWER,	65904	00183549	18000111	CUT-OFF SAW REPR TRANS DEPT	10/31/18	267138	40.25-
UNDERWOOD OUTDOOR POWER,							
Sum							40.25-
00009 WATKINS & EAGAR	390203	00183807	18000135	SRVS 9/18 GULF RESTORATION	10/31/18	267153	148.95-
WATKINS & EAGAR							
Sum							148.95-
Sum							262,885.52-

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DOCKET OF CLAIMS
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER FUND							
00011 ADAMS, ANDREW	METER DEP RF	00201952	18000024	METER DEP RFD	10/31/18	266852	75.00-
ADAMS, ANDREW							
Sum							75.00-
00011 BALIEY ERIC D	METER DEP RF	00201944	18000055	METER DEP RFD	10/31/18	266877	75.00-
BALIEY ERIC D							
Sum							75.00-
00011 BERKSHIRE HATHAWAY HOME	METER DEP RF	00201952	18000037	METER DEP RFD	10/31/18	266879	75.00-
BERKSHIRE HATHAWAY HOME							
Sum							75.00-
00011 BROCK KATRIN	METER DEP RF	00201944	18000050	METER DEP RFD	10/31/18	266888	4.90-
BROCK KATRIN							
Sum							4.90-
00011 BUFORD, WYLMA W	METER DEP RF	00201944	18000047	METER DEP RFD	10/31/18	266891	30.00-
BUFORD, WYLMA W							
Sum							30.00-
00011 BUSH, TAMMIE	METER DEP RF	00201952	18000017	METER DEP RFD	10/31/18	266893	24.40-
BUSH, TAMMIE							
Sum							24.40-
00011 CHILDS, MEGAN	METER DEP RF	00201944	18000054	METER DEP RFD	10/31/18	266906	22.72-
CHILDS, MEGAN							
Sum							22.72-
00011 CONWAY, KENNETH 4	METER DEP RF	00201952	18000034	METER DEP RFD	10/31/18	266920	24.40-
CONWAY, KENNETH 4							
Sum							24.40-
00011 CURRIE, ALEXANDER	METER DEP RF	00201952	18000018	METER DEP RFD	10/31/18	266923	75.00-
CURRIE, ALEXANDER							
Sum							75.00-
00011 DYE, BREANNA 1	METER DEP RF	00201952	18000035	METER DEP RFD	10/31/18	266931	75.00-
DYE, BREANNA 1							
Sum							75.00-
00011 FOSTER, HOLLY	METER DEP RF	00201944	18000052	METER DEP RFD	10/31/18	266947	15.52-
FOSTER, HOLLY							
Sum							15.52-
00011 GOODWIN, KRISTY 1	METER DEP RF	00201944	18000062	METER DEP RFD	10/31/18	266957	24.40-

						---
GOODWIN, KRISTY 1						
Sum						24.40-
00011 GUSTAFSON, DELANEY	METER DEP RF 00201952	18000041	METER DEP RFD	10/31/18	266961	24.40-
						---
GUSTAFSON, DELANEY						
Sum						24.40-
00011 HALLMAN PROPRETY MGMT 41	METER DEP RF 00201944	18000061	METER DEP RFD	10/31/18	266966	75.00-
						---
HALLMAN PROPRETY MGMT 41						
Sum						75.00-
00011 HARVISON PEYTON	METER DEP RF 00201952	18000028	METER DEP RFD	10/31/18	266968	75.00-
						---
HARVISON PEYTON						
Sum						75.00-
00011 HENLEY, BRITTNEY	METER DEP RF 00201944	18000056	METER DEP RFD	10/31/18	266974	22.72-
						---
HENLEY, BRITTNEY						
Sum						22.72-
00011 HOLLOWAY, CHRISTI A	METER DEP RF 00201944	18000063	METER DEP RFD	10/31/18	266978	75.00-
						---
HOLLOWAY, CHRISTI A						
Sum						75.00-
00011 HOSEY, JUSTIN THOMAS	METER DEP RF 00201944	18000059	METER DEP RFD	10/31/18	266980	22.72-
						---
HOSEY, JUSTIN THOMAS						
Sum						22.72-
00011 HUDSON, TIMEKA L	METER DEP RF 00201944	18000048	METER DEP RFD	10/31/18	266983	22.72-
						---
HUDSON, TIMEKA L						
Sum						22.72-
00011 HUGHES, HILARY	METER DEP RF 00201952	18000022	METER DEP RFD	10/31/18	266985	75.00-
						---
HUGHES, HILARY						
Sum						75.00-
00011 HUGHES,APRIL	METER DEP RF 00201944	18000049	METER DEP RFD	10/31/18	266986	22.72-
						---
HUGHES,APRIL						
Sum						22.72-
00011 IYANBOR, MANERVIA	METER DEP RF 00201944	18000053	METER DEP RFD	10/31/18	266994	22.72-
						---
IYANBOR, MANERVIA						
Sum						22.72-
00011 JACKSON, TRENT	METER DEP RF 00201952	18000066	METER DEP RFD	10/31/18	266997	7.40-
						---
JACKSON, TRENT						
Sum						7.40-
00011 JIM GALLASPY PROPERTY MA	METER DEP RF 00201952	18000015	METER DEP RFD	10/31/18	267000	6.40-
						---
JIM GALLASPY PROPERTY MA						
Sum						6.40-
00011 JOHNSON, ANDREW N	METER DEP RF 00201944	18000064	METER DEP RFD	10/31/18	267003	22.72-

						---
JOHNSON, ANDREW N						
Sum						22.72-
00011 JOHNSON, ROBERT AUSTIN	METER DEP RF 00201952	18000039	METER DEP RFD	10/31/18	267004	75.00-
						---
JOHNSON, ROBERT AUSTIN						
Sum						75.00-
00011 KEETON, LINDSLEY	METER DEP RF 00201952	18000038	METER DEP RFD	10/31/18	267007	75.00-
						---
KEETON, LINDSLEY						
Sum						75.00-
00011 LARRY MCMAHAN	METER DEP RF 00201952	18000014	METER DEP RFD	10/31/18	267015	40.00-
						---
LARRY MCMAHAN						
Sum						40.00-
00011 LAZZARINO, JONATHAN	METER DEP RF 00201952	18000023	METER DEP RFD	10/31/18	267017	75.00-
						---
LAZZARINO, JONATHAN						
Sum						75.00-
00011 LONDON AND STETELMAN 17	METER DEP RF 00201952	18000036	METER DEP RFD	10/31/18	267021	1.68-
						---
LONDON AND STETELMAN 17						
Sum						1.68-
00011 MCGREGOR, MARY	METER DEP RF 00201944	18000060	METER DEP RFD	10/31/18	267026	22.72-
						---
MCGREGOR, MARY						
Sum						22.72-
00011 MCMILLON, DANNA	METER DEP RF 00201952	18000029	METER DEP RFD	10/31/18	267029	24.40-
						---
MCMILLON, DANNA						
Sum						24.40-
00011 NICHOLSON, DEMETRIUS S	METER DEP RF 00201952	18000016	METER DEP RFD	10/31/18	267054	24.40-
						---
NICHOLSON, DEMETRIUS S						
Sum						24.40-
00011 PATEL, JAYESH	METER DEP RF 00201952	18000020	METER DEP RFD	10/31/18	267061	7.40-
						---
PATEL, JAYESH						
Sum						7.40-
00011 PATTERSON, RUSSELL	METER DEP RF 00201944	18000058	METER DEP RFD	10/31/18	267062	75.00-
						---
PATTERSON, RUSSELL						
Sum						75.00-
00011 PELLERIN, EMILY	METER DEP RF 00201952	18000040	METER DEP RFD	10/31/18	267065	75.00-
						---
PELLERIN, EMILY						
Sum						75.00-
00011 PRENDERGAST, ANTHONY	METER DEP RF 00201944	18000051	METER DEP RFD	10/31/18	267077	75.00-
						---
PRENDERGAST, ANTHONY						
Sum						75.00-
00011 PRIEBE, SARA LEIGH	METER DEP RF 00201952	18000044	METER DEP RFD	10/31/18	267078	75.00-

					----------
PRIEBE, SARA LEIGH					
Sum					75.00-
00011 RAIMEY, JOCELYN 424	METER DEP RF 00201952 18000043	METER DEP RFD	10/31/18	267083	24.40-
					----------
RAIMEY, JOCELYN 424					
Sum					24.40-
00011 RAMSEY, KENDLE	METER DEP RF 00201952 18000042	METER DEP RFD	10/31/18	267084	24.40-
					----------
RAMSEY, KENDLE					
Sum					24.40-
00011 ROBERTS, RYAN	METER DEP RF 00201952 18000031	METER DEP RFD	10/31/18	267094	24.40-
					----------
ROBERTS, RYAN					
Sum					24.40-
00011 RODIA, DALE	METER DEP RF 00201952 18000045	METER DEP RFD	10/31/18	267096	24.40-
					----------
RODIA, DALE					
Sum					24.40-
00011 SHUMAKER, TIMOTHY	METER DEP RF 00201952 18000019	METER DEP RFD	10/31/18	267103	75.00-
					----------
SHUMAKER, TIMOTHY					
Sum					75.00-
00011 SIMMONS, JAMIE	METER DEP RF 00201952 18000033	METER DEP RFD	10/31/18	267105	24.40-
					----------
SIMMONS, JAMIE					
Sum					24.40-
00011 SMITH, BENNY	METER DEP RF 00201952 18000025	METER DEP RFD	10/31/18	267106	24.40-
					----------
SMITH, BENNY					
Sum					24.40-
00011 TAMKIN, VIVIAN	METER DEP RF 00201952 18000026	METER DEP RFD	10/31/18	267126	24.40-
					----------
TAMKIN, VIVIAN					
Sum					24.40-
00011 TATUM,ROBERT JR	METER DEP RF 00201952 18000065	METER DEP RFD	10/31/18	267127	22.40-
					----------
TATUM,ROBERT JR					
Sum					22.40-
00011 TAYLOR WANDA HWY 42	METER DEP RF 00201944 18000057	METER DEP RFD	10/31/18	267128	3.70-
					----------
TAYLOR WANDA HWY 42					
Sum					3.70-
00011 TRUEHART, DAVID	WTR OVRPMT R 00201953 18000046	WTR OVRPMT RFD	10/31/18	267134	25.87-
					----------
TRUEHART, DAVID					
Sum					25.87-
00011 TULLOS, RACHEAL	METER DEP RF 00201952 18000030	METER DEP RFD	10/31/18	267135	24.40-
					----------
TULLOS, RACHEAL					
Sum					24.40-

00011 WALKER, MADISON	METER DEP RF 00201952 18000032 METER DEP RFD	10/31/18	267150	75.00-
WALKER, MADISON				
Sum				75.00-
Sum				2,038.63-

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POLICE FORFEITURES FUND							
00019 MCLEMORE, BRANDON	EVIDENCE BUY	00183828	18000005	EVIDENCE BUY MONEY	10/31/18	267027	5,000.00-
MCLEMORE, BRANDON							
Sum							5,000.00-
00019 STEWART'S CAMERA CENTER	9037	00183480	18000004	CAMERA FOR CRIME SCENE USE	10/31/18	267124	3,159.90-
STEWART'S CAMERA CENTER							
Sum							3,159.90-
Sum							8,159.90-

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TAX COLLECTOR'S FUND							
00027 H'BURG PUBLIC SCHOOLS	10/18 MILLAG	00201949	18000007	10/18 MILLAGE	10/23/18	312077	127,549.94-
00027 H'BURG PUBLIC SCHOOLS	10/18 MILLAG	00201949	18000008	10/18 MILLAGE	10/23/18	312078	16,443.20-
H'BURG PUBLIC SCHOOLS							
Sum							143,993.14-
Sum							143,993.14-

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AIRPORT IMPROVEMENT FUND							
00039 ARE CONSULTANTS INC	180508J	00184040	18000007	SRVS TAXIWAY EXTN PART 2	10/31/18	266863	5,178.24-
ARE CONSULTANTS INC							
Sum							5,178.24-
00039 SOUTHERN EARTH SCIENCES	N18285-03	00184043	18000006	SRVS AIRPT TAXIWAY EXTN PT 2	10/31/18	267110	3,290.00-
SOUTHERN EARTH SCIENCES							
Sum							3,290.00-
Sum							8,468.24-

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MUNICIPAL ROAD & BRIDGE							
00072 DCD CONSTRUCTION, INC	APPL#1 CROSS	00183271	18000008	SRVS N 31ST/HARDY CROSSWALKS	10/31/18	266925	35,875.00-
DCD CONSTRUCTION, INC							
Sum							35,875.00-
Sum							35,875.00-

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MASS TRANSIT FUND							
00073 ALLBRITTON CHAIN SAW & L	60183	00183780	18000036	HEDGE TRIMMER REPR	10/31/18	266858	160.85-
ALLBRITTON CHAIN SAW & L							
Sum							160.85-
00073 AMERICAN PRINTING & OFFI	7742	00183443	18000027	NEW LOGO U#18736	10/31/18	266860	135.00-
AMERICAN PRINTING & OFFI							
Sum							135.00-
00073 AT&T MOBILITY	287273578351	00183649	18000019	WIRELESS SERV 9/18 M TRANSIT	10/31/18	266872	119.91-
00073 AT&T MOBILITY	287273861504	00183631	18000020	GPS TRACKING 9/18 MASS TRANS	10/31/18	266872	100.00-
AT&T MOBILITY							
Sum							219.91-
00073 BOBBY'S MUFFLER & BRAKE	81556	00183630	18000025	MUFFLER REPR U#20585	10/31/18	266883	129.90-
BOBBY'S MUFFLER & BRAKE							
Sum							129.90-
00073 CARQUEST AUTO PARTS STOR	14758-116122	00183885	18000043	BATERIES/SUPP U#20584 BUS	10/31/18	266901	753.97-
CARQUEST AUTO PARTS STOR							
Sum							753.97-
00073 CITY OF HATTIESBURG FUND	TRF 2ND 10/1	00201955	18000030	TRF 2ND 10/18 PAYROLL	10/23/18	113067	35,883.73-
CITY OF HATTIESBURG FUND							
Sum							35,883.73-
00073 DOSSETT GMC CADILLAC	49870	00183350	18000015	REPR PTS U#16760/STOCK	10/31/18	266930	696.64-
DOSSETT GMC CADILLAC							
Sum							696.64-
00073 EMPIRE TRUCK SALES (H'BU	RE006029104:	00183790	18000034	BRAKE REPR U#16235 BUS	10/31/18	266936	855.62-
00073 EMPIRE TRUCK SALES (H'BU	RE006028432:	00181078	18000039	SENSOR REPR U#16235 BUS	10/31/18	266936	679.96-
00073 EMPIRE TRUCK SALES (H'BU	RE006028432:	00181334	18000040	SENSOR REPR U#16235 BUS	10/31/18	266936	3,052.65-
00073 EMPIRE TRUCK SALES (H'BU	RE006028432:	00181873	18000041	ADDL REPRS U#16235 BUS	10/31/18	266936	792.88-
EMPIRE TRUCK SALES (H'BU							
Sum							5,381.11-
00073 GREATER SOUTHEAST CONSTR	APPL#6 HCT F	00183711	18000022	APPL#6 HCT FACILITY CONSTR	10/31/18	266958	40,818.25-
00073 GREATER SOUTHEAST CONSTR	APPL#7 HCT F	00183920	18000031	APPL#7 HCT FACILITY CONSTR	10/31/18	266958	77,167.18-
GREATER SOUTHEAST CONSTR							
Sum							117,985.43-
00073 GROVE TRANSIT	JARC 9/2-9/1	00183524	18000017	JARC TRIPS 9/2-15/18	10/31/18	266960	2,310.00-
00073 GROVE TRANSIT	JARC 9/16-9/	00183524	18000018	JARC TRIPS 9/16-29/18	10/31/18	266960	2,699.00-
00073 GROVE TRANSIT	JARC 9/30-10	00183971	18000037	JARC TRIPS 9/30-10/13/18	10/31/18	266960	2,676.50-

GROVE TRANSIT							
Sum							7,685.50-
00073 HAVARD PEST CONTROL INC	1347854	00201927	18000042	QTRLY SERV MASS TRANSIT	10/31/18	266973	48.00-
HAVARD PEST CONTROL INC							
Sum							48.00-
00073 JERRY'S AUTOMOTIVE REPAI	19528	00183896	18000035	COOLING SYS REPR U#16760 BUS	10/31/18	266999	353.70-
JERRY'S AUTOMOTIVE REPAI							
Sum							353.70-
00073 MAJOR DESIGN STUDIO, PLL	18020.3	00183712	18000023	HCT FACILITY CONSTR ADM FEES	10/31/18	267022	1,023.20-
00073 MAJOR DESIGN STUDIO, PLL	17000.9	00183919	18000032	CONSTR ADM FEES HCT FACILITY	10/31/18	267022	1,790.60-
MAJOR DESIGN STUDIO, PLL							
Sum							2,813.80-
00073 MCELHANEY PLUMBING INC	272352	00183901	18000033	FAUCET/SUPP FOR RESTROOM	10/31/18	267025	38.30-
MCELHANEY PLUMBING INC							
Sum							38.30-
00073 MITCHELL TOOL SALES & SE	100433	00183565	18000026	HAND TOOLS HCT MECH SHOP	10/31/18	267034	158.00-
MITCHELL TOOL SALES & SE							
Sum							158.00-
00073 MOBILITY SYSTEMS INC	7433	00183752	18000028	ELEC REPR U#20585	10/31/18	267036	53.00-
MOBILITY SYSTEMS INC							
Sum							53.00-
00073 MS POWER COMPANY	10/18 M TRAN	00020192	18000038	MNTHLY ELEC-MASS TRANSIT	10/31/18	267042	930.67-
MS POWER COMPANY							
Sum							930.67-
00073 SOUTHGROUP (HATTIESBURG	HATTIES-02 1	00183603	18000016	REWRITE TRANSIT PAY ROUTE	10/31/18	267117	50,088.00-
SOUTHGROUP (HATTIESBURG							
Sum							50,088.00-
00073 VERIZON WIRELESS	9816195785	00183871	18000029	PARATRANSIT GPS 10/11-11/10	10/31/18	267145	142.55-
VERIZON WIRELESS							
Sum							142.55-
00073 WHEELER'S JANITORIAL SUP	0402971	00183351	18000024	WHITE ROLL TOWELS	10/31/18	267155	324.00-
WHEELER'S JANITORIAL SUP							
Sum							324.00-
Sum							223,982.06-

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WATER&SEWER CONSTRUCTION FUND							
00075 SHOWS DEARMAN & WAITS IN	20320	00181040	18000005	SRV 5/26-6/23/18 2018 WTR SYS	10/31/18	267102	13,789.60-
SHOWS DEARMAN & WAITS IN							
Sum							13,789.60-
00075 UTILITY SERVICE CO INC	6248 10/01/1	00183536	18000004	QTRLY TANK INSPECTIONS 10/18	10/31/18	267141	46,594.34-
UTILITY SERVICE CO INC							
Sum							46,594.34-
Sum							60,383.94-

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COMMUNITY CENTERS' FUND							
00077 AT&T MOBILITY	287273578351	00183649	18000016	WIRELESS SERV 9/18 COMM CNTRS	10/31/18	266872	61.34-
AT&T MOBILITY							
Sum							61.34-
00077 BAKER, LESLIA (REFUND)	SHERRILL CEN	00201968	18000032	DAMAGE DEPOSIT REFUND	10/31/18	266876	100.00-
BAKER, LESLIA (REFUND)							
Sum							100.00-
00077 BROWN, JONATHAN (REFUND)	CULTURAL CEN	00201968	18000033	DAMAGE DEPOSIT REFUND	10/31/18	266890	250.00-
BROWN, JONATHAN (REFUND)							
Sum							250.00-
00077 CITY OF HATTIESBURG FUND	TRF 2ND 10/1	00201955	18000025	TRF 2ND 10/18 PAYROLL	10/23/18	312079	21,077.36-
CITY OF HATTIESBURG FUND							
Sum							21,077.36-
00077 CRUTCHER UNLIMITED, INC	SHERRILL CEN	00201968	18000034	DAMAGE DEPOSIT REFUND	10/31/18	266922	100.00-
CRUTCHER UNLIMITED, INC							
Sum							100.00-
00077 ELKINS WHOLESALE INC	362551-00	00183601	18000023	JANIT SUPP COMM CENTERS	10/31/18	266934	192.42-
ELKINS WHOLESALE INC							
Sum							192.42-
00077 GATES, ANGELA (REFUND)	CE ROY CENTE	00201968	18000037	DAMAGE DEPOSIT REFUND	10/31/18	266951	100.00-
GATES, ANGELA (REFUND)							
Sum							100.00-
00077 HAVARD PEST CONTROL INC	1329936	00201937	18000028	SENTRICON CULTURAL CENTER	10/31/18	266973	200.00-
00077 HAVARD PEST CONTROL INC	1347841	00201927	18000040	QTRLY SERV CE ROY CENTER	10/31/18	266973	48.00-
00077 HAVARD PEST CONTROL INC	1347834	00201927	18000041	QTRLY SERV SHERRILL CENTER	10/31/18	266973	115.00-
00077 HAVARD PEST CONTROL INC	1347836	00201927	18000042	QTRLY SERV SIGLER BLDG	10/31/18	266973	48.00-
00077 HAVARD PEST CONTROL INC	1347837	00201927	18000043	QTRLY SERV MCNAIR CENTER	10/31/18	266973	48.00-
00077 HAVARD PEST CONTROL INC	1347840	00201927	18000044	QTRLY SERV CULTURAL CNTR	10/31/18	266973	48.00-
HAVARD PEST CONTROL INC							
Sum							507.00-
00077 HENRY, SHERI (REFUNDS)	SHERRILL CEN	00201968	18000029	DAMAGE DEPOSIT REFUND	10/31/18	266975	100.00-
HENRY, SHERI (REFUNDS)							
Sum							100.00-
00077 INNOVATIVE SERVICE SOLUT	20180160	00183584	18000017	AED INSPECT 10/18 COMM CNTRS	10/31/18	266989	735.00-
INNOVATIVE SERVICE SOLUT							
Sum							735.00-

00077 JOHNSON CONTROLS, INC	30826326	00183700	18000020	SEC ALARM 8-10/18 CULTURAL CN	10/31/18	267002	415.63-
00077 JOHNSON CONTROLS, INC	0903099	00183700	18000021	SERVICE CHARGES	10/31/18	267002	6.23-
00077 JOHNSON CONTROLS, INC	31308611	00183700	18000022	SEC ALARM 11/18-1/19 CULT CN	10/31/18	267002	415.63-
JOHNSON CONTROLS, INC							
Sum							837.49-
00077 MAYE, KIARAH (REFUND)	CE ROY CENTE	00201968	18000039	DAMAGE DEPOSIT REFUND	10/31/18	267024	100.00-
MAYE, KIARAH (REFUND)							
Sum							100.00-
00077 MCELHANEY PLUMBING INC	271775	00183591	18000018	PLUMB SUPP CE ROY CENTER	10/31/18	267025	100.00-
MCELHANEY PLUMBING INC							
Sum							100.00-
00077 MCLEMORE, STEPHANIE (REF	SHERRILL CEN	00201968	18000038	DAMAGE DEPOSIT REFUND	10/31/18	267028	100.00-
MCLEMORE, STEPHANIE (REF							
Sum							100.00-
00077 MS POWER COMPANY	10/18 COMM C	00020192	18000027	MNTHLY ELEC-COMM CENTERS	10/31/18	267042	3,873.60-
MS POWER COMPANY							
Sum							3,873.60-
00077 PRVO, INC (REFUND)	CE ROY CENTE	00201968	18000030	DAMAGE DEPOSIT REFUND	10/31/18	267080	100.00-
00077 PRVO, INC (REFUND)	CE ROY CENTE	00201968	18000031	DAMAGE DEPOSIT REFUND	10/31/18	267080	100.00-
PRVO, INC (REFUND)							
Sum							200.00-
00077 RAYON, INES (REFUND)	CE ROY CENTE	00201968	18000036	DAMAGE DEPOSIT REFUND	10/31/18	267087	100.00-
RAYON, INES (REFUND)							
Sum							100.00-
00077 SPIRE ENERGY	10/18 COMM C	00020192	18000026	MNTHLY GAS-COMM CENTERS	10/31/18	267120	56.00-
SPIRE ENERGY							
Sum							56.00-
00077 WHEELER'S JANITORIAL SUP	0402972	00183602	18000024	JANIT SUPP COMM CENTERS	10/31/18	267155	186.00-
WHEELER'S JANITORIAL SUP							
Sum							186.00-
00077 WILLIAMS, IRENE (REFUND)	CE ROY CENTE	00201968	18000035	DAMAGE DEPOSIT REFUND	10/31/18	267156	100.00-
WILLIAMS, IRENE (REFUND)							
Sum							100.00-
Sum							28,876.21-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 31, 2018

Date - 10/29/18

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY DEVELOP. BLOCK GRANT							
00082 AT&T MOBILITY	287273578351	00183649	18000018	WIRELESS SERV 9/18 CDBG	10/31/18	266872	61.34-
AT&T MOBILITY							
Sum							61.34-
00082 BREAKTHROUGH COMMUNITY S	183625	00183625	18000017	INV 7,8,9,10,11,12 INTER ASSIS	10/15/18	312071	1,766.67-
00082 BREAKTHROUGH COMMUNITY S	10/2/18	00183688	18000020	709 HIGHLAND REHAB REQ#2	10/17/18	312075	13,500.00-
BREAKTHROUGH COMMUNITY S							
Sum							15,266.67-
00082 CITY OF HATTIESBURG FUND	TRF 2ND 10/1	00201955	18000022	TRF 2ND 10/18 PAYROLL	10/23/18	312080	8,089.68-
CITY OF HATTIESBURG FUND							
Sum							8,089.68-
00082 OFFICE PRODUCTS PLUS	844822-0	00183328	18000019	OFFICE SUPP COMM DEVELOP DIV	10/31/18	267058	44.99-
OFFICE PRODUCTS PLUS							
Sum							44.99-
00082 REGIONS CARDHOLDER SERVI	7079 9/28/18	00182984	18000021	REG JORDAN MS/AL CONF 10/10	10/31/18	267090	225.00-
REGIONS CARDHOLDER SERVI							
Sum							225.00-
Sum							23,687.68-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 31, 2018

Date - 10/29/18

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	00201940	18000002	FOOD/BEVERAGE TAX 9/18	10/17/18	113062	448,522.75-
H'BURG CONVENTION COMMIS							
Sum							448,522.75-
00107 H'BURG TOURISM COMMISSIO	MOTEL SALES	00201939	18000001	MOTEL SALES TAX 9/18	10/17/18	113061	111,055.81-
H'BURG TOURISM COMMISSIO							
Sum							111,055.81-
Sum							559,578.56-
Grand Total Level							
Sum							4,354,192.62-

City of Hattiesburg, MS

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

Master

File Number: 2018-931

File ID: 2018-931 **Type:** Regular Agenda Item **Status:** Passed

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

Requester: **File Created:** 11/05/2018

Brief Title: Adopt Resolution acknowledging no protest to Resolution adopted for intent to issue general obligation bonds

Final Action: 11/06/2018

Minute Book Number: MB 2018-280

Title: Adopt Resolution finding and determining that the Resolution adopted on October 2, 2018, declaring the intention of the Mayor and the City Council of the City of Hattiesburg to issue general obligation bonds of the City, was duly published as required by law; that no sufficient protest described in said Resolution has been filed by the qualified electors; and for related purposes; and authorize execution of said Resolution.

Notes:

Agenda Date: 11/06/2018

Indexes: **Agenda Number:** V.-25

Sponsors: **Enactment Date:**

Attachments: MDB Hattiesburg General Obligation Bond (MDB, GO, UW, NM) (200087) - No Protest
Resolution_44817692_1 (2), Executed Resolution 2018-180 declaring no protest

Enactment Number:

Contact: **Meeting Date:** 11/06/2018

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Appeal Public Hearing	11/05/2018					
1	City Council	11/06/2018					
1	City Council	11/06/2018	Adopt				Pass

Action Text: A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt Resolution (#2018-180) finding and determining that the Resolution adopted on October 2, 2018, declaring the intention of the Mayor and the City Council of the City of Hattiesburg to issue general obligation bonds of the City, was duly published as required by law; that no sufficient protest described in said Resolution has been filed by the qualified electors; and for related purposes; and authorize execution of said Resolution.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2018-931

Title
Adopt Resolution finding and determining that the Resolution adopted on October 2, 2018, declaring the intention of the Mayor and the City Council of the City of Hattiesburg to issue general obligation bonds of the City, was duly published as required by law; that no sufficient protest described in said Resolution has been filed by the qualified electors; and for related purposes; and authorize execution of said Resolution.

Summary
Adopt Resolution

RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION ADOPTED ON OCTOBER 2, 2018, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO SUFFICIENT PROTEST DESCRIBED IN SAID RESOLUTION HAS BEEN FILED BY THE QUALIFIED ELECTORS; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and the City Council of the City of Hattiesburg, Mississippi (the "**Governing Body**" of the "**City**"), does hereby find, determine, adjudicate, and declare as follows:

1. Heretofore, on October 2, 2018, the Governing Body adopted a resolution entitled **"RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS OF THE CITY AND/OR A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED FORTY-FIVE MILLION DOLLARS ($45,000,000) TO RAISE MONEY FOR THE PURPOSE OF (I) CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR; (II) ERECTING, REPAIRING, IMPROVING, ADORNING, EQUIPPING AND FURNISHING MUNICIPAL BUILDINGS, AND PURCHASING BUILDINGS AND LAND THEREFOR; (III) PROTECTING A MUNICIPALITY, ITS STREETS AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; (IV) CONSTRUCTING BRIDGES AND CULVERTS; AND (V) FOR OTHER AUTHORIZED PURPOSES UNDER MISSISSIPPI CODE ANN. SECTIONS 21-33-301 *ET SEQ.*, AND SECTIONS 31-25-1 *ET SEQ.*, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, INCLUDING FUNDING CAPITALIZED INTEREST, IF APPLICABLE AND PAYING THE COSTS OF BORROWING, INCLUDING ANY COSTS FOR BOND INSURANCE PREMIUM, IF APPLICABLE; DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES"** (the "**Intent Resolution**") indicating its intent to (a) issue general obligation bonds of the City, in one or more series, and/or (b) issue a general obligation bond of the City, in one or more series, to be sold to the Bank, all in a total aggregate principal amount not to exceed Forty-Five Million Dollars ($45,000,000), as authorized by the Act for the purposes of providing funds for the Project (as defined herein), and fixed 4:00 o'clock p.m. on November 6, 2018, as the date and hour for any protest to be made and filed against the issuance of such general obligation bonds and/or general obligation bond as described in the Intent Resolution.

2. As required by law and as directed by the Intent Resolution, said Intent Resolution was published once a week for at least three (3) consecutive weeks in *The Hattiesburg Post*, a newspaper published in the City, and having a general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days before November 6, 2018, and the last publication to be not more than seven (7) days prior to such date, said notice was published in said newspaper on October 11, 18, 25 and November 1, 2018, as evidenced by the publisher's affidavit heretofore presented and attached hereto as **EXHIBIT A**.

3. On or prior to 4:00 o'clock p.m. on November 6, 2018, no written protest against the issuance of such general obligation bonds and/or general obligation bond as described in the Intent Resolution, had been filed or presented by qualified electors of the City with the Clerk in his office located in City Hall.

4. The Governing Body did meet on November 6, 2018 and does hereby find, determine and adjudicate that no protest against such general obligation bonds and/or general obligation bond as described in the Intent Resolution has been duly filed.

5. The Governing Body is now authorized and empowered by the provisions of Sections 21-33-301 *et seq*., Mississippi Code of 1972, as amended (the "**City Bond Act**") and Sections 31-25-1 *et seq*., Mississippi Code of 1972, as amended (the "**Bank Act**" and together with the City Bond Act, the "**Act**"), and other applicable laws of the State of Mississippi, to issue the Bonds and/or the City Bond, in one or more series, in a total aggregate principal amount of not to exceed $45,000,000 without any election on the question of the issuance thereof.

5. The amount of the Bonds and/or the City Bond so proposed to be issued, when added to the outstanding indebtedness of the City, will not exceed any constitutional or statutory limitation of indebtedness.

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

SECTION 1. That the Governing Body is now authorized and empowered by the Act to issue the Bonds and/or the City Bond, in one or more series, all in the maximum principal amount of not to $45,000,000 for the purpose set forth therein, including, but not limited to, (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, and purchasing buildings and land therefor; (iii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (iv) constructing bridges and culverts; and (v) for other authorized purposes under the City Bond Act and the Bank Act, including paying for the cost of such borrowing, including funding capitalized interest, if applicable and paying for bond insurance premium, if applicable (the "**Project**").

SECTION 2. The Bonds and/or the City Bond shall be issued and offered for sale in accordance with the further orders and directions of this Governing Body.

[Remainder of page left blank intentionally.]

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

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

The President thereby declared the motion carried and the resolution adopted, this the 6th day of November, 2018.

ATTEST: **ADOPTED:**

_____ _____

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 6th day of November, 2018.

_____ _____

CITY CLERK **MAYOR**

(SEAL)

EXHIBIT A

PROOF OF PUBLICATION

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution:

RESOLUTION 2018-180

RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION ADOPTED ON OCTOBER 2, 2018, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO SUFFICIENT PROTEST DESCRIBED IN SAID RESOLUTION HAS BEEN FILED BY THE QUALIFIED ELECTORS; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and the City Council of the City of Hattiesburg, Mississippi (the "**Governing Body**" of the "**City**"), does hereby find, determine, adjudicate, and declare as follows:

1. Heretofore, on October 2, 2018, the Governing Body adopted a resolution entitled **"RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS OF THE CITY AND/OR A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED FORTY-FIVE MILLION DOLLARS ($45,000,000) TO RAISE MONEY FOR THE PURPOSE OF (I) CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR; (II) ERECTING, REPAIRING, IMPROVING, ADORNING, EQUIPPING AND FURNISHING MUNICIPAL BUILDINGS, AND PURCHASING BUILDINGS AND LAND THEREFOR; (III) PROTECTING A MUNICIPALITY, ITS STREETS AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; (IV) CONSTRUCTING BRIDGES AND CULVERTS; AND (V) FOR OTHER AUTHORIZED PURPOSES UNDER MISSISSIPPI CODE ANN. SECTIONS 21-33-301 *ET SEQ.*, AND SECTIONS 31-25-1 *ET SEQ.*, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, INCLUDING FUNDING CAPITALIZED INTEREST, IF APPLICABLE AND PAYING THE COSTS OF BORROWING, INCLUDING ANY COSTS FOR BOND INSURANCE PREMIUM, IF APPLICABLE; DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES"** (the "**Intent Resolution**") indicating its intent to (a) issue general obligation bonds of the City, in one or more series, and/or (b) issue a general obligation bond of the City, in one or more series, to be sold to the Mississippi Development Bank, all in a total aggregate principal amount not to exceed Forty-Five Million Dollars ($45,000,000), as authorized by the Act for the purposes of providing funds for the Project (as defined herein), and fixed 4:00 o'clock p.m. on November 6, 2018, as the date and hour for any protest to be made and filed against the issuance of such general obligation bonds and/or general obligation bond as described in the Intent Resolution.

2. As required by law and as directed by the Intent Resolution, said Intent Resolution was published once a week for at least three (3) consecutive weeks in *The Hattiesburg Post*, a newspaper published in the City, and having a general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days before November 6, 2018, and the last publication to be not more than seven (7) days prior to such date, said notice was published in said newspaper on October 11, 18, 25 and November 1, 2018, as evidenced by the publisher's affidavit heretofore presented and attached hereto as **EXHIBIT A**.

3. On or prior to 4:00 o'clock p.m. on November 6, 2018, no written protest against the issuance of such general obligation bonds and/or general obligation bond as described in the Intent Resolution, had been filed or presented by qualified electors of the City with the Clerk in his office located in City Hall.

4. The Governing Body did meet on November 6, 2018 and does hereby find, determine and adjudicate that no protest against such general obligation bonds and/or general obligation bond as described in the Intent Resolution has been duly filed.

5. The Governing Body is now authorized and empowered by the provisions of Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "**City Bond Act**") and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "**Bank Act**" and together with the City Bond Act, the "**Act**"), and other applicable laws of the State of Mississippi, to issue general obligation bonds of the City, in one or more series, and/or a general obligation bond of the City for sale to the Mississippi Development Bank, in one or more series, all as described in the Intent Resolution, in a total aggregate principal amount of not to exceed $45,000,000 without any election on the question of the issuance thereof at any time within a period of two (2) years after November 6, 2018.

5. The amount of the general obligation bonds and/or general obligation bond so proposed to be issued, when added to the outstanding indebtedness of the City, will not exceed any constitutional or statutory limitation of indebtedness.

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

SECTION 1. That the Governing Body is now authorized and empowered by the Act to issue the general obligation bonds and/or a general obligation bond as described in the Intent Resolution, in one or more series, all in the maximum principal amount of not to $45,000,000 for the purpose set forth therein, including, but not limited to, (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, and purchasing buildings and land therefor; (iii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (iv) constructing bridges and culverts; and (v) for other authorized purposes under the City Bond Act and the Bank Act, including paying for the cost of such borrowing, including funding capitalized interest, if applicable and paying for bond insurance premium, if applicable (the "**Project**").

SECTION 2. The general obligation bonds and/or general obligation bond as described in the Intent Resolution shall be issued and offered for sale in accordance with the further orders and directions of this Governing Body.

[Remainder of page left blank intentionally.]

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council Member George seconded by Council Vice President Dryden, and was adopted by the following vote, to wit:

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the Resolution adopted this the **6th** day of **November, 2018**.

(SEAL)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the **6th** day of **November, 2018**.

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

EXHIBIT A

PROOF OF PUBLICATION

The PineBelt NEWS

(formerly The Lamar Times, The Petal News, The Hattiesburg Post)

103 N. 40th Ave. • Hattiesburg, MS 39401
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY

Personally appeared before me, the undersigned Legal Advertising Clerk for The PINE BELT NEWS, a weekly newspaper published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspaper as follows:

Total # of Words: 1,975 Published 4 times

Date 1st Published: 10.11.18 Amt: 237.00

Date 2nd Published: 10.18.18 Amt: 197.50

Date 3rd Published: 10.25.18 Amt: 197.50

Date 4th Published: 11.01.18 Amt: 197.50

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 829.50

Proof of Publication Fee: 3.00

TOTAL: 832.50

(signed) _____
The PINE BELT NEWS

Sworn to and subscribed before me in my Presence, this 1st day of November, 2018, a Notary Public in and for the County of Lamar, State of Mississippi. CURTAFSON

(signed) _____

NOTARY PUBLIC STATE OF MISSISSIPPI
Commission Expires
Oct 4, 2019
LAMAR COUNTY

FOR OFFICE USE ONLY:

- ☐ Em P: 10.05.18
- ☐ App: _____
- ☐ File Title _____
- ☐ Invoice #: 92376
- ☒ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF RESOLUTION OF INTENT

The Mayor and 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") took up for consideration the matter of providing financing for certain capital improvements of the City, and after a discussion of the subject matter, the following resolution was presented for consideration:

RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS OF THE CITY AND/OR A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED FORTY-FIVE MILLION DOLLARS ($45,000,000) TO RAISE MONEY FOR THE PURPOSE OF (I) CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR, (II) ERECTING, REPAIRING, IMPROVING, ADORNING, EQUIPPING AND FURNISHING MUNICIPAL BUILDINGS, AND PURCHASING BUILDINGS AND LAND THEREFOR, (III) PROTECTING A MUNICIPALITY, ITS STREETS AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS, (IV) CONSTRUCTING BRIDGES AND CULVERTS; AND (V) FOR OTHER AUTHORIZED PURPOSES UNDER MISSISSIPPI CODE ANN. SECTIONS 21-33-301 ET SEQ. AND SECTIONS 31-25-1 ET SEQ., AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, INCLUDING FUNDING CAPITALIZED INTEREST IF APPLICABLE AND PAYING THE COSTS OF BORROWING, INCLUDING ANY COSTS FOR BOND INSURANCE PREMIUM, IF APPLICABLE; DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.

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

The City is authorized by Sections 21-33-301 et seq., Mississippi Code of 1972, as amended and/or supplemented from time to time (the "City Bond Act") to issue general obligation bonds for the purposes set forth therein, including, but not limited to, (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, and purchasing buildings and land therefor; (iii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (iv) constructing bridges and culverts; and (v) for other authorized purposes under the City Bond Act and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended and supplemented from time to time (the "Bank Act" and together with the City Bond Act, the "Act"), including funding capitalized interest, if applicable and paying the costs of borrowing, including any costs for bond insurance premium, if applicable (the "Project").

The Governing Body, acting for and on behalf of the City, is also authorized under the City Bond Act and the Bank Act, and other applicable laws of the State of Mississippi (the "State"), to issue a general obligation bond of the City to be sold to the Mississippi Development Bank (the "Bank") to finance the costs of the Project.

The Project is in accordance with and in furtherance of the provisions of the Act.

The Governing Body is authorized to provide financing for the costs of the Project (a) through the issuance of general obligation bonds of the City, in one or more series, (the "Bonds") pursuant to the City Bond Act, and/or (b) through the issuance of a general obligation bond of the City, in one or more series, to be sold to the Bank (the "City Bond") pursuant to the Act, all in a total aggregate principal amount of not to exceed Forty-Five Million Dollars ($45,000,000).

As of October 2, 2018, the assessed value of all taxable property within the City, according to the last completed assessment for taxation, is $481,363,557, and the City has outstanding bonded indebtedness as subject to the fifteen percent (15%) debt limit prescribed by Section 21 33 303 of the City Bond Act, in the amount of $13,955,000, and outstanding bonded and floating indebtedness as subject to the twenty percent (20%) debt limit prescribed by Section 21 33 303 of the City Bond Act (which amount includes the sum set forth above subject to the fifteen percent (15%) debt limit), in the amount of $13,955,000.

The Bonds and/or the City Bond, when added to the outstanding bonded indebtedness of the City, including any indebtedness of the City issued subsequent to the adoption of this resolution but prior to the issuance of the Bonds and/or the City Bond will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of all taxable property within the City, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of all taxable property within the City, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City.

There has been no increase in said bonded and floating general obligation indebtedness of the City since October 2, 2018.

It is necessary for the health and well-being of the citizens of the City and it would be in the best interest of the City for the Governing Body to provide financing for the costs of the Project by borrowing money through the issuance of the Bonds and/or the City Bond, all in accordance with the City Bond Act and/or the Bank Act.

The Governing Body is authorized and

empowered by the City Bond Act and/or the Bank Act to issue the Bonds and/or the City Bond for the purposes as hereinafter set forth and there are no other available funds on hand or available from regular sources of income for such purposes.

The City reasonably expects that it will incur expenditures prior to the issuance of the Bonds and/or the City Bond which it intends to reimburse with the proceeds of the Bonds and/or the City Bond upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Bonds and/or the City Bond in anticipation of the issuance of the Bonds and/or the City Bond is made pursuant to Department of Treasury Regulations Section 1.150-2 (the "Reimbursement Regulations"). The Project for which such expenditures are made is the same as described herein. The maximum principal amount of debt expected to be issued for the Project is the amount herein set forth.

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

The Governing Body, acting for and on behalf of the City, hereby declares its intention to issue and sell the Bonds and/or the City Bond, in one or more series, in the total principal amount not to exceed Forty-Five Million Dollars ($45,000,000).

The Bonds and/or the City Bond are to be issued to raise money for the purpose of financing the Project in accordance with the Act.

The Bonds and/or the City Bond may be issued in one or more series and, if issued, will be general obligations of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate, or amount upon all the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the Bonds and/or the City Bond, as applicable, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds and/or the City Bond, as applicable, due during the ensuing fiscal year of the City, in accordance with the provisions of the bond resolution adopted by the Governing Body in connection with the issuance of the Bonds and/or the City Bond.

The Governing Body proposes to direct the issuance of all or any portion of the Bonds and/or the City Bond in the amount and for the purposes and secured as aforesaid at a meeting of the Governing Body to be held at its usual meeting in City Hall, located at 200 Forrest Street, Hattiesburg, Mississippi, at the hour of 6:00 o'clock p.m. on November 6, 2018, or at some meeting or meetings subsequent thereto; provided, however, that if ten percent (10%) of the qualified electors of the City or fifteen hundred (1,500), whichever is less, shall file a written protest with the City Clerk of the City (the "City Clerk") in his office located in City Hall, against the issuance of the Bonds and/or the City Bond on or before 4:00 o'clock p.m. on November 6, 2018, then the Bonds and/or the City Bond shall not be issued unless approved at an election on the question thereof called and held as is provided by law, provided, further that if no protest is filed, then the Bonds and/or the City Bond may be issued and sold in one or more series without an election on the question of the issuance thereof at any time within a period of two (2) years after November 6, 2018.

This resolution shall be published once a week for at least three (3) consecutive weeks in The Hattiesburg Post, a newspaper published in and having general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended and supplemented from time to time. The first publication of this resolution shall be made not less than twenty-one (21) days prior to the date fixed herein, and the last publication shall be made not more than seven (7) days prior to such date.

The City Clerk of the Governing Body shall be and is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of the publication of this resolution and have the same before the Governing Body on the date and hour specified in Section 4 hereof.

The City reasonably expects that it will incur expenditures prior to the issuance of the Bonds and/or the City Bond which it intends to reimburse with the proceeds of the Bonds and/or the City Bond upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Bonds and/or the City Bond in anticipation of the issuance of the Bonds and/or the City Bond is made pursuant to the Reimbursement Regulations. The Project for which such expenditures are made is the same as described herein. The maximum principal amount of debt expected to be issued for the Project is the amount herein set forth.

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

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

YEAS:
Councilperson Jeffrey George
Councilperson Deborah Delgado
Councilperson Carter Carroll
Councilperson Mary Dryden
Councilperson Nicholas Brown

NAYS:

ABSENT:

The President thereby declared the motion carried and the Intent Resolution adopted this the 2nd day of October, 2018.

(SEAL)
ATTEST
/s/ Ronda S. Cole
CLERK OF COUNCIL

ADOPTED:
/s/ Carter Carroll
PRESIDENT

The above and foregoing Intent Resolution having been submitted to and approved by the Mayor, this the 2nd day of October, 2018.

/s/ Kermas Eaton
CITY CLERK
/s/ Toby Barker
MAYOR

Published on Oct 11th, Oct 18th, Oct 25th and Nov 1st, 2018.

City of Hattiesburg, MS

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

Master

File Number: 2018-932

File ID:	2018-932	**Type:** Regular Agenda Item	**Status:** Passed
Version:	1	**Reference:**	**In Control:** City Council
Requester:			**File Created:** 11/05/2018
Brief Title:	Adopt Resolution authorizing and directing issuance of a general obligation bond, Series 2019, in an amount not to exceed $29,850,000		**Final Action:** 11/06/2018
			Minute Book Number: MB 2018-280

Title: Adopt Resolution authorizing and directing the issuance of a general obligation bond, Series 2019, of the City of Hattiesburg, for sale to the Mississippi Development Bank in an amount not to exceed Twenty-Nine Million Eight Hundred FiftyThousand Dollars ($29,850,000) for the purposes of erecting, repairing, improving, and equipping municipal buildings, and other related infrastructure improvements.

Notes:			
		Agenda Date:	11/06/2018
Indexes:		**Agenda Number:**	V.-26
Sponsors:		**Enactment Date:**	
Attachments:	MDB Hattiesburg General Obligation Bond (MDB, GO, UW, NM) (200087) - Bond Resolution and Parameters Resolution_44571634_2 (2), MDB Hattiesburg General Obligation Bond (MDB, GO, UW, NM) (200087) - form of Indenture_44573970_1, MDB Hattiesburg General Obligation Bond (MDB, GO, UW, NM) (200087) - form of City Bond Purchase Agreement_44574034_1, MDB Hattiesburg General Obligation Bond (MDB, GO, UW, NM) (200087) - form of POS_44573927_2, MDB Hattiesburg General Obligation Bond (MDB, GO, UW, NM) (200087) - form of Bank Bond Purchase Agreement (Ray James)_44575133_1, Hattiesburg, MS - Post-Issuance Tax Compliance Policies and Procedures (November 2018)_44826600_1, Executed Resolution 2018-181 authorizing issuance of City of Hattiesburg GOB Series 2019	**Enactment Number:**	
Contact:		**Meeting Date:**	11/06/2018
Drafter:		**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Appeal Public Hearing	11/05/2018					
1	City Council	11/06/2018					
1	City Council	11/06/2018	Adopt				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt Resolution (#2018-181) authorizing and directing the issuance of a general obligation bond, Series 2019, of the City of Hattiesburg, for sale to the Mississippi Development Bank in an amount not to exceed Twenty-Nine Million Eight Hundred FiftyThousand Dollars ($29,850,000) for the purposes of erecting, repairing, improving, and equipping municipal buildings, and other related infrastructure improvements.

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

Yeas: 5 - George, Delgado, Carroll, Dryden and Brown

Nays: 0

Yea: 5 Council Member George
Council Member Delgado
Council President Carroll
Council Vice President Dryden
Council Member Brown

Text of Legislative File 2018-932

Title
Adopt Resolution authorizing and directing the issuance of a general obligation bond, Series 2019, of the City of Hattiesburg, for sale to the Mississippi Development Bank in an amount not to exceed Twenty-Nine Million Eight Hundred FiftyThousand Dollars ($29,850,000) for the purposes of erecting, repairing, improving, and equipping municipal buildings, and other related infrastructure improvements.

Summary
Adopt Resolution

RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF A GENERAL OBLIGATION BOND, SERIES 2019, OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY"), FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK IN A TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWENTY-NINE MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS ($29,850,000); PRESCRIBING THE FORM AND DETAILS OF SAID BOND; PROVIDING CERTAIN COVENANTS OF THE CITY IN CONNECTION WITH SAID BOND AND DIRECTING THE PREPARATION, EXECUTION AND DELIVERY THEREOF; AUTHORIZING THE SALE OF SAID BOND TO THE MISSISSIPPI DEVELOPMENT BANK; AUTHORIZING AND APPROVING THE FORM OF, EXECUTION OF AND DELIVERY OF, AS APPLICABLE, AN INDENTURE OF TRUST, THE MISSISSIPPI DEVELOPMENT BANK BOND PURCHASE AGREEMENT, THE CITY BOND PURCHASE AGREEMENT, APPROVING THE FORM OF AND AUTHORIZING AND DIRECTING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND A FINAL OFFICIAL STATEMENT IN CONNECTION WITH THE SALE AND ISSUANCE OF THE MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2019 (HATTIESBURG, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT), IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWENTY-NINE MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS ($29,850,000); AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and the City Council of the City of Hattiesburg, Mississippi, acting for and on behalf of said City of Hattiesburg, Mississippi, hereby find, determine, adjudicate and declare as follows:

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

"**Act**" means together the Bank Act and the City Bond Act.

"**Agent**" shall mean any Paying Agent or Transfer Agent, whether serving in either or both capacities. The Agent shall initially be the Trustee.

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

"**Bank**" shall mean 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 Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended or supplemented from time to time.

"**Bank Bonds**" shall mean the not to exceed $29,850,000 Mississippi Development Bank Special Obligation Bonds, Series 2019 (Hattiesburg, Mississippi General Obligation Bond Project), authorized to be issued in one or more series by the Bank pursuant to the Bank Act and the terms and conditions of the Indenture.

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

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

"**Business Day**" shall mean any day other than (a) a Saturday, (b) a Sunday, (c) any other day on which banking institutions in New York, New York, or Jackson, Mississippi, are authorized or required not to be open for the transaction of regular banking business, (d) any day the City Courthouse in Hattiesburg, Mississippi is closed, or (e) a day on which the New York Stock Exchange is closed.

"**City**" shall mean the City of Hattiesburg, Mississippi, a "local governmental unit" under the Bank Act.

"**City Bond**" shall mean the not to exceed $29,850,000 General Obligation Bond, Series 2019, of the City authorized and directed to be issued in this Bond Resolution and registered to the Trustee as assignee of the Bank pursuant to this Indenture.

"**City Bond Act**" shall mean Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended or supplemented from time to time.

"**Clerk**" shall mean the City Clerk of the City.

"**Code**" shall mean the Internal Revenue Code of 1986 in effect on the date of issuance of the Bank Bonds and the City Bond, and the applicable regulations or rulings promulgated or proposed thereunder, and any successor thereto, as such may be amended from time to time.

"**Construction Project**" shall mean (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, and purchasing buildings and land therefor; (iii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (iv) constructing bridges and culverts; and (v) for other authorized purposes under the City Bond Act and the Bank Act.

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

"**Indenture**" shall mean that certain Indenture of Trust, to be dated the date of delivery thereof, by and between the Bank and the Trustee, pursuant to which the Bank Bonds are issued. A copy of the substantial form of the Indenture is attached as **EXHIBIT A** hereto.

"**Interest Payment Date**" shall be as described in Section 2.3 of the Indenture as the interest payment dates of the Bank Bonds.

"**Mayor**" shall mean the Mayor of the City of Hattiesburg, Mississippi.

"**Municipal Advisor**" shall mean Government Consultants Inc., Madison, Mississippi.

"**Paying Agent**" shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the payment of the principal of and interest on the City Bond. The Paying Agent shall initially be the Trustee.

"**Payments**" shall have the meaning given it in Section 12(b) hereof.

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

"**Project**" shall mean providing funds for (i) the costs of the Construction Project and (ii) paying costs of issuance for the City Bond and the Bank Bonds, including funding capitalized interest, if applicable and paying for bond insurance premium, if applicable.

"**Record Date Registered Owner**" shall mean the Registered Owner of the City Bond as of the Record Date.

"**Record Date**" shall have the meaning given to it in Section 1.1 of the Indenture.

"**Registered Owner**" or "**Bondholder**" shall mean the Person whose name shall appear in the registration records of the City maintained by the Transfer Agent and shall initially be the Trustee as assignee of the Bank as provided for in the Indenture.

"**State**" shall mean the State of Mississippi.

"**Transfer Agent**" shall mean shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the registration of the owner of the City Bond and for the performance of such other duties as may be herein or hereafter specified by the Governing Body. The Transfer Agent shall initially be the Trustee.

"**Trustee**" shall mean shall mean a bank or other financial institution to be determined upon sale of the Bank Bonds, which financial institution will have corporate trust powers and be qualified to act as Trustee under the Indenture.

"**2019 Bond Fund**" shall mean the City of Hattiesburg, Mississippi General Obligation Bond, Series 2019 Bond Fund provided for in Section 12 hereof.

"**2019 Construction Fund**" shall mean the City of Hattiesburg, Mississippi General Obligation Bond, Series 2019 Construction Fund provided for in Section 13 hereof.

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

2. Heretofore, on October 2, 2018, the Governing Body adopted a resolution entitled **"RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS OF THE CITY AND/OR A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED FORTY-FIVE MILLION DOLLARS ($45,000,000) TO RAISE MONEY FOR THE PURPOSE OF (I) CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR; (II) ERECTING, REPAIRING, IMPROVING, ADORNING, EQUIPPING AND FURNISHING MUNICIPAL BUILDINGS, AND PURCHASING BUILDINGS AND LAND THEREFOR; (III) PROTECTING A MUNICIPALITY, ITS STREETS AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; (IV) CONSTRUCTING BRIDGES AND CULVERTS; AND (V) FOR OTHER AUTHORIZED PURPOSES UNDER MISSISSIPPI CODE ANN. SECTIONS 21-33-301 *ET SEQ.*, AND SECTIONS 31-25-1 *ET SEQ.*, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, INCLUDING FUNDING CAPITALIZED INTEREST, IF APPLICABLE AND PAYING THE COSTS OF BORROWING, INCLUDING ANY COSTS FOR BOND INSURANCE PREMIUM, IF APPLICABLE; DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES"** (the "**Intent Resolution**") indicating its intent to (a) issue general obligation bonds of the City, in one or more series, and/or (b) issue a general obligation bond of the City, in one or more series, to be sold to the Bank, all in a total aggregate principal amount not to exceed Forty-Five Million Dollars ($45,000,000), as authorized by the Act for the purposes of providing funds for the Project, and fixed 4:00 o'clock p.m. on November 6, 2018, as the date and hour for any protest to be made and filed against the issuance of such general obligation bonds and/or general obligation bond as described in the Intent Resolution.

3. As required by law and as directed by the Intent Resolution, said Intent Resolution was published once a week for at least three (3) consecutive weeks in *The Hattiesburg Post*, a newspaper published in the City, and having a general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days before November 6, 2018, and the last publication to be not more than seven (7) days prior to such date, said notice was published in said newspaper on October 11, 18, 25 and November 1, 2018, as evidenced by the publisher's affidavit on file with the Clerk.

4. On or prior to 4:00 o'clock p.m. on November 6, 2018, no written protest against the issuance of such general obligation bonds and/or general obligation bond as described in the

Intent Resolution, had been filed or presented by qualified electors of the City with the Clerk in his office located in City Hall.

5. The Governing Body did meet on November 6, 2018 and does hereby find, determine and adjudicate that no protest against such general obligation bonds and/or general obligation bond as described in the Intent Resolution has been duly filed.

6. The Governing Body is authorized and empowered by the provisions of the Act and other applicable laws of the State, to issue its City Bond in a principal amount of not to exceed $45,000,000, in one or more series, and sell same to the Bank for the purpose of providing funds for the Project without any election on the question of the issuance thereof.

7. The Governing Body desires to authorize and approve the issuance of the City Bond pursuant to this Bond Resolution and the purchase thereof by the Bank with the proceeds of the Bank Bonds.

8. As of October 2, 2018, the assessed value of all taxable property within the City, according to the last completed assessment for taxation, is $481,363,557; and the City has outstanding bonded indebtedness as subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303 of the City Bond Act, in the amount of $13,955,000, and outstanding bonded and floating indebtedness as subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303 of the City Bond Act (which amount includes the sum set forth above subject to the fifteen percent (15%) debt limit), in the amount of $13,955,000; the issuance of the City Bond, when added to the outstanding bonded indebtedness of the City, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of taxable property within the City, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of taxable property within the City, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City.

9. The Governing Body is now desirous of proceeding with the issuance of the City Bond pursuant to this Bond Resolution and the purchase thereof by the Bank with the proceeds of the Bank Bonds and authorizing the negotiation of the sale of the Bank Bonds thereof to Raymond James & Associates, Inc., Memphis, Tennessee, as Underwriter (the "**Underwriter**").

10. The Governing Body hereby receives, examines and considers the following form of documents concerning the issuance, sale and purchase of the City Bond by the Bank: (i) the form of the City Bond Purchase Agreement, to be dated the date of sale of the City Bond (the "**City Bond Purchase Agreement**"), by and between the Bank and the City, which provides for the sale of the City Bond to the Bank; (ii) the form of the Indenture, to be dated the date of delivery of the Bank Bonds, by and between the Bank and a to be determined trustee (the "**Trustee**") (the "**Indenture**"), under which the Bank Bonds will be issued and by which they will be secured; (iii) the form of the Mississippi Development Bank Bond Purchase Agreement, to be dated the date of sale of the Bank Bonds (the "**Bond Purchase Agreement**"), by and among the Bank, the City and the Underwriter, which provides for the sale of the Bank Bonds to the Underwriter; (iv) the form of the Preliminary Official Statement, to be dated the date of

distribution thereof (the "**Preliminary Official Statement**") describing the Bank Bonds, the City Bond, the terms of the Indenture and other matters in connection with the sale and issuance of the Bank Bonds and the City Bond, and (v) the form of the Continuing Disclosure Certificate, to be dated the date of delivery thereof (the "**Continuing Disclosure Certificate**"), to be executed by the City in connection with the issuance of the Bank Bonds (together, the "**City Documents**").

11. The Governing Body does now find, determine and adjudicate that each of the City Documents referred to above, which City Documents are now before the Governing Body, are in appropriate form and are an appropriate document for the purposes identified.

12. Upon approval by the Bank, the Preliminary Official Statement will be distributed for use in connection with the sale of the Bank Bonds.

13. The City will make payments on the City Bond in amounts sufficient to pay the principal of, premium, if any, and interest on the Bank Bonds, as and when the same shall become due and payable.

14. The Governing Body does now find, determine and adjudicate that all conditions, acts and things required by the Act and the Constitution and laws of the State to have existed, to have happened and to have been performed precedent to and in connection with the adoption of this Bond Resolution, the sale and issuance of the City Bond to the Bank, the sale and issuance of the Bank Bonds, the execution by the City of the Bond Purchase Agreement, the City Bond Purchase Agreement and the distribution of the Preliminary Official Statement have happened and have been performed in regular and due time, form and manner as required by law.

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

SECTION 1. In consideration of the purchase and acceptance of the City Bond by those who shall hold the same from time to time, this Bond Resolution shall constitute a contract between the City and the Registered Owner from time to time of the City Bond. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City for the benefit of the Registered Owner shall be for the equal benefit, protection and security of the Registered Owner of the City Bond, all of which, regardless of the time or times of its authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

SECTION 2. The City Bond is hereby authorized and ordered to be prepared and issued in one or more series in a principal amount of not to exceed Twenty-Nine Million Eight Hundred Fifty Thousand Dollars ($29,850,000) to raise money for the Project as authorized by the Act. The Governing Body is authorized and empowered by the provisions of the City Bond Act to issue the City Bond without an election on the question of the issuance thereof and is authorized to issue the City Bond pursuant to the Act or as may otherwise be provided by law.

SECTION 3. (a) Payments of interest on the City Bond shall be made to the Record Date Registered Owner, and payments of principal shall be made upon presentation and surrender thereof at the principal office of the Paying Agent to the Record Date Registered

Owner in lawful money of the United States of America upon presentation of the City Bond at the corporate trust office of the Paying Agent.

(b) The City Bond shall be dated the date of its delivery; shall be issued as a fully registered bond in a single denomination equal to the principal amount thereof; shall be numbered 1; shall bear interest from the date thereof at the federally taxable or tax exempt rate or rates borne by the Bank Bonds (as provided in the Indenture) which federally taxable or tax exempt rate or rates shall be reviewed by the Municipal Advisor and determined to be reasonable under then current market conditions, payable on each Interest Payment Date, subject to the limitation that the City Bond shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum; and shall mature and become due and payable in the same manner and at the same dates and times as provided for the Bank Bonds in the Indenture; provided, however, that the final maturity for the City Bond shall be no later than thirty (30) years from its date of issuance unless earlier redeemed as provided for in this Bond Resolution and the Indenture.

(c) The City Bond is subject to redemption prior to maturity only at the times, to the extent, in the manner and as otherwise provided for the Bank Bonds in the Indenture. If applicable, the City shall provide proper notices to the Bank and the Trustee as provided in the Indenture in the event the City elects to redeem the City Bond or any portion thereof, and redemption of the City Bond or any portion thereof shall be as provided in this Section 3 and Article IV of the Indenture. It is intended that redemption of the City Bond may only occur through the processes provided in the Indenture, and the City hereby accepts such redemption provisions by this reference.

(d) A default in the due and punctual payment of any interest or principal on the City Bond or a default by the City under this Bond Resolution is an Event of Default (as defined in the Indenture) under the Indenture entitling the Trustee to exercise certain remedies under the Indenture, including, but not limited to, the acceleration of all principal and interest due and owing on the Bank Bonds outstanding. In the event the Trustee exercises such remedies under the Indenture, the principal and interest due and owing on the City Bond may be accelerated in accordance with the Indenture and the City shall cause the City Bond to be redeemed and paid in full.

SECTION 4. (a) When the City Bond shall have been executed as herein provided, they shall be registered as an obligation of the City in the office of the Clerk in a record maintained for that purpose, and the Clerk shall cause to be imprinted upon the City Bond, over his manual or facsimile signature and manual or facsimile seal, his certificate in substantially the form set out in Section 6.

(b) The City Bond shall be executed by the manual or facsimile signature of the Mayor or an Authorized Officer and countersigned by the manual or facsimile signature of the Clerk or an Authorized Officer, with the seal of the City imprinted or affixed thereto; provided, however all signatures and seals appearing on the City Bond, other than the signature of an authorized officer of the Transfer Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the City whose signature or a facsimile of whose signature shall appear on the City Bond shall cease to

be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(c) The City Bond shall be delivered to the Bank upon payment of the purchase price therefor in accordance with the terms and conditions of the Indenture and the City Bond Purchase Agreement, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale and validation of the City Bond, and the final, unqualified approving opinion of Bond Counsel.

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

(i) a copy, certified by the Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale and validation of the City Bond; and

(ii) an authorization to the Transfer Agent, signed by the Mayor or an Authorized Officer, to authenticate and deliver the City Bond to the Bank; and

(iii) such other documentation, if any, as may be required by this Bond Resolution, the Bond Purchase Agreement, Bond Counsel and the Indenture.

(e) At delivery, the Transfer Agent shall authenticate the City Bond and deliver it to the Bank thereof upon payment of the purchase price of the City Bond to the City.

SECTION 5. (a) The City hereby appoints the Trustee designated under the Indenture as the Paying Agent, Trustee and Transfer Agent for the City Bond. The City specifically reserves the right to hereafter designate and/or approve a separate Paying Agent, Transfer Agent and/or Trustee in its discretion, subject, however to the terms and conditions of the Indenture, as hereinafter provided.

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

(c) The City shall pay or reimburse the Agent for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement between the City and the Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Agent, shall be made by the City on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(d) (i) An Agent may at any time resign and be discharged of the duties and obligations of the function of the Trustee, Paying Agent and Transfer Agent pursuant to the terms and conditions stated in Section 11.5 and 11.6 of the Indenture.

(ii) In the event of the resignation or removal of the Agent, a successor Agent shall be selected as provided in Section 11.7 of the Indenture.

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

(iv) The provisions of Sections 11.7 and 11.8 of the Indenture shall govern the acceptance of any appointment of a successor Agent.

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

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

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

SECTION 6. The City Bond shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by this Bond Resolution:

[CITY BOND FORM]

THIS CITY BOND HAS BEEN ASSIGNED TO _____ BANK, _____, MISSISSIPPI, AS TRUSTEE (THE "TRUSTEE") UNDER AN INDENTURE OF TRUST (THE "INDENTURE") DATED AS OF _____, 2019, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE TRUSTEE. THIS CITY BOND IS REGISTERED IN THE NAME OF THE TRUSTEE AND IS NON-TRANSFERRABLE EXCEPT AS PERMITTED IN THE INDENTURE.

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI

CITY OF HATTIESBURG
GENERAL OBLIGATION BOND
SERIES 2019

NO. 1 **$____,000**

Rate of Interest	**Maturity**	**Dated Date**
%		**_____, 2019**

Registered Owner: _____ BANK,
As Assignee of the Mississippi Development Bank

Principal Amount: **DOLLARS**

The City of Hattiesburg, State of Mississippi (the "**City**"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this City Bond, at the principal office of _____ Bank, in _____, Mississippi, or its successor, as paying agent (the "**Paying Agent**") for the General Obligation Bond, Series 2019, of the City (the "**City Bond**"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this City Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by _____ Bank, _____, Mississippi, or its successor, as transfer agent for the City Bond (the "**Transfer Agent**") at the times and periods as provided in the Indenture (herein defined).

The City further promises to pay interest on such principal amount from the date of this City Bond until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date (as defined in the Bond Resolution defined below).

Payments of principal of and interest on this City Bond shall be made by check or draft mailed on the Interest Payment Date (as defined in the Bond Resolution) to such Registered Owner at his address as it appears on such registration records.

This City Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-33-301 *et seq.* and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended, and by the further authority of proceedings duly had by the Mayor and the City Council of the City, including a resolution adopted November 6, 2018 (the "**Bond Resolution**").

This City Bond is issued in the aggregate authorized principal amount of _____ Dollars ($____,000) to raise money for the purpose of providing funds for (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning, equipping and furnishing

municipal buildings, and purchasing buildings and land therefor; (iii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (iv) constructing bridges and culverts; and (v) for other authorized purposes under Mississippi Code Ann. Sections 21-33-301 et seq., as amended and/or supplemented from time to time (the "**City Bond Act**") and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**Bank Act**" and together with the City Bond Act, the "**Act**"), including funding capitalized interest, if applicable and paying the costs of borrowing, including any costs for bond insurance premium, if applicable (the "**Project**").

The City will duly and punctually pay the principal of, premium, if any, and interest on the City Bond at the dates and the places and in the manner mentioned in the Bond Resolution, according to the true intent and meaning thereof. Notwithstanding any schedule of payments upon the City Bond, the City agrees to make payments upon the City Bond and be liable therefor at such times and in such amounts (including principal, premium, if any, and interest) so as to provide for payment of the principal of, premium, if any, and interest on the $____,000 Mississippi Development Bank Special Obligation Bonds, Series 2019 (Hattiesburg, Mississippi General Obligation Bond Project) (the "**Bank Bonds**"), outstanding under the Indenture of Trust, by and between the Mississippi Development Bank and _____Bank, _____, Mississippi, as trustee (the "**Trustee**"), dated _____, 2019 (the "**Indenture**") when due whether upon a scheduled interest payment date, at maturity or by mandatory redemption or optional redemption.

Reference is hereby made to the Bond Resolution and to all amendments and supplements thereto for the provisions, among others, with respect to the nature and extent of the security for the Bondholder, the rights, duties and obligations of the City and the Bondholder and the terms upon which the City Bond is or may be issued and secured.

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

The City Bond is a general obligation of the City and shall be payable as to principal of, premium, if any, and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of, premium, if any, and interest on the City Bond as the same becomes due; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the City Bond as the same falls due. The avails of said tax are irrevocably pledged by the City under the Bond Resolution for the payment of the principal of, premium, if any, and interest on the City Bond as the same shall mature and accrue. Should there be a failure in any year to comply with the requirements, such failure shall not impair the right of the holder of the City Bond in any

subsequent year to have adequate taxes levied and collected to meet the obligations of the City Bond, as to principal of, premium, if any, and interest.

This City Bond is the only evidence of indebtedness issued and outstanding under the Bond Resolution. This City Bond has been purchased by the Mississippi Development Bank and has been assigned to the Trustee under the Indenture. This City Bond is registered in the name of the Trustee and is non-transferrable except as provided in the Indenture.

The City and the Trustee may deem and treat the person in whose name this City Bond is registered as the absolute owner hereof, whether this City Bond shall be overdue or not, for the purpose of receiving payment of the principal of, redemption premium, if any, and interest on this City Bond and for all other purposes. All such payments so made to the registered owner shall be valid and effectual to satisfy and discharge the liability upon this City Bond to the extent of the sum or sums or paid, and neither the City nor the Trustee shall be affected by any notice to the contrary.

Upon a default in payment under this City Bond, the Trustee may, as provided in the Indenture and the Bond Resolution, declare the principal of and accrued interest on this City Bond to be due and payable immediately.

This City Bond shall only be redeemed under the Bond Resolution to the extent and in the manner required to redeem the Bank Bonds pursuant to the provisions of the Indenture.

Modifications or alterations of the Bond Resolution may be made only to the extent and under the circumstances permitted by the Indenture.

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

Capitalized terms used herein, but not defined herein, shall have the meanings given to such terms in the Bond Resolution and the Indenture.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the City Bond, in order to make the same legal and binding general obligation of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this City Bond, including principal, premium, if any, and interest, the full faith and credit of the City are hereby irrevocably pledged.

IN WITNESS WHEREOF, the City has caused this City Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the City Clerk of the City, under the manual or facsimile seal of

the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, on this the ____ day of ____, 2019.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Mayor

COUNTERSIGNED:

_____
City Clerk

(SEAL)

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This City Bond is the City Bond described in the within mentioned Bond Resolution and is the General Obligation Bond, Series 2019, of the City of Hattiesburg, Mississippi.

_____ **BANK,**
as Transfer Agent

BY: _____
Authorized Signatory

Date of Registration and Authentication: ____, 2019

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPI
COUNTY OF FORREST
CITY OF HATTIESBURG

I, the undersigned City Clerk of the City of Hattiesburg, Mississippi, do hereby certify that the within City Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Forrest County, Mississippi, rendered on the __ day of _____, 2019.

_____
City Clerk

(SEAL)

[END OF CITY BOND FORM]

SECTION 7. In case the City Bond shall become mutilated or be stolen, destroyed or lost, the City shall, if not then prohibited by law, cause to be authenticated and delivered a new City Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated City Bond, or in lieu of and in substitution for such City Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a City Bond stolen, destroyed or lost, his filing with the City or Transfer Agent evidence satisfactory to them that the City Bond was stolen, destroyed or lost, and of its ownership thereof, and furnishing the City or Transfer Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

SECTION 8. This City Bond shall be a general obligation of the City and the City hereby irrevocably pledges its full faith, credit and taxing power for the purpose of effectuating and providing for the payment of the principal of, premium, if any, and interest on the City Bond as the same shall respectively mature and accrue. For the purpose of effectuating and providing for the payment of the principal of and interest on the City Bond as the same shall respectively mature and accrue, there shall be and is hereby levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of, premium, if any, and the interest on the City Bond and any additional obligations of the City under the Indenture; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the 2019 Bond Fund of the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution. Said tax, if necessary, shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of, premium, if any, and interest on the City Bond and any additional obligations of the City as aforesaid as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owner of the City Bond in any subsequent year to have adequate taxes levied and collected to meet the all of the aforesaid obligations of the City Bond.

SECTION 9. Only if the City Bond shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall the City Bond be entitled to the rights, benefits and security of this Bond Resolution. The City Bond shall not be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Transfer Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Bond Resolution. The Transfer Agent's certificate of registration and authentication on the City Bond shall be deemed to have been duly executed if signed by an authorized officer of the Transfer Agent, but it shall not be necessary that the same officer sign said certificate on the City Bond that may be issued hereunder at any one time.

SECTION 10. Ownership of the City Bond shall be in the Bank or its assignee. The Person in whose name the City Bond shall be registered in the records of the City maintained by the Transfer Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on the City Bond shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the City Bond to the extent of the sum or sums so paid.

SECTION 11. The City Bond shall be transferable only as provided in the Indenture. Upon the transfer of the City Bond, the City, acting through its Transfer Agent, shall issue in the name of the transferee a new City Bond of the same aggregate principal amount and maturity and rate of interest as the surrendered City Bond.

SECTION 12. (a) The City hereby establishes the 2019 Bond Fund which shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the City Bond, and the payment of Agents' fees in connection therewith. There shall be deposited into the 2019 Bond Fund as and when received:

(i) The avails of any of the ad valorem taxes levied and collected pursuant to Section 8 hereof;

(ii) Any income received from investment of monies in the 2019 Bond Fund; and

(iii) Any other funds available to the City which may be lawfully used for payment of the principal of, premium, if any, and interest on the City Bond or for other obligations of the City which may be due under the Indenture, and which the Governing Body, in its discretion, may direct to be deposited into the 2019 Bond Fund.

(b) As long as any principal of, premium, if any, and interest on the City Bond or the Bank Bonds remain outstanding and/or other obligations of the City remain outstanding under the Indenture, the Clerk is hereby irrevocably authorized and directed to withdraw from the 2019 Bond Fund sufficient monies to make the payments necessary (the "**Payments**") to pay (i) the principal of, premium, if any, and interest coming due on the Bank Bonds, and (ii) any additional Payments necessary and required as obligations of the City under the Indenture, and to transfer same to the account of the Trustee in time to reach the Trustee at least five (5) days prior to the date on which said interest or principal and interest or premium, if any, on the Bank Bonds shall become due. The Trustee shall deposit all Payments received in the General Account of the General Fund of the Indenture, or such other fund or account in the Indenture as so directed in the Indenture.

SECTION 13. (a) The City hereby establishes the 2019 Construction Fund which shall be maintained with a qualified depository. The principal proceeds received upon the sale of the City Bond shall be deposited in the 2019 Construction Fund. Any income received from investment of monies in the 2019 Construction Fund shall be deposited in the 2019 Construction Fund and shall be used for the cost of the Construction Project and, if necessary, shall be deposited in the 2019 Bond Fund for the payment of debt service on the City Bond. From the

2019 Construction Fund there shall be held and disbursed moneys for the acquisition and construction of the Construction Project, as authorized by the Act. Any amounts which remain in the 2019 Construction Fund after the completion of the Construction Project shall be transferred to the 2019 Bond Fund and used as permitted under State law.

(b) Funds on deposit in the 2019 Construction Fund may be invested in Investment Securities, as defined in the Indenture, to the extent they are authorized by the Bank Act and applicable provisions of State law.

SECTION 14. (a) Payment of principal on the City Bond shall be made at the principal office of the Paying Agent; provided, however, the final payment of principal shall be made upon the presentation and surrender of the City Bond at the principal office of the Paying Agent, to the Record Date Registered Owner thereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date.

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

(c) Principal of and interest on the City Bond shall be paid by check or draft mailed on an Interest Payment Date to the Registered Owner at the addresses appearing in the registration records of the Transfer Agent. Any such address may be changed by written notice from the Registered Owner to the Transfer Agent by certified mail, return receipt requested, or such other method and at the times as may be subsequently prescribed by the Transfer Agent.

SECTION 15. The City Bond shall be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the City Bond and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings.

SECTION 16. The City covenants to comply, if applicable, with each requirement of the Code and the regulations promulgated thereunder necessary to maintain the exclusion of interest on the Bank Bonds from gross income for federal income tax purposes, and in furtherance thereof, to comply, if applicable, with a certificate of the City to be executed and delivered concurrently with the issuance of the City Bond and the Bank Bonds, or such other covenants as may, from time to time, be required to be complied with in order to maintain the exclusion of interest on the Bank Bonds from gross income for federal income tax purposes, if applicable. The City shall not use or permit the use of any of the proceeds of the City Bond or the Bank Bonds, or any other funds of the City, directly or indirectly, to acquire any securities, obligations or other investment property, and shall not take or permit to be taken any other action or actions, which would cause any Bank Bond to be an “arbitrage bond” as defined in Section 148 of the Code, if and as applicable. Notwithstanding any other provisions to the contrary, so long as necessary in order to maintain the exclusion of interest on the Bank Bonds from gross income for federal income tax purposes under the Code, if applicable, the covenants contained in

this Section 16 shall survive the payment of the City Bond and the Bank Bonds and the interest thereon, including any payment or defeasance thereof.

SECTION 17. The City represents as follows:

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

(b) The City shall take all necessary action to have the Bank Bonds registered within the meaning of Section 149(a) of the Code; and

(c) The City will not employ any device or abusive transaction with respect to the investment of the proceeds of the Bank Bonds and, to the extent necessary, the City Bond.

SECTION 18. The City hereby covenants that, if applicable, in connection with the Bank Bonds it shall make, or cause to be timely made to the United States of America, any rebate payment required by Section 148(f) of the Code and the regulations promulgated thereunder and to that end, will enter into the Arbitrage Rebate Agreement (as defined in the Indenture) with the Bank and the Trustee. The Mayor, the Clerk and/or an Authorized Officer are each hereby authorized to execute the Arbitrage Rebate Agreement in order to comply with Section 148 of the Code and the applicable regulations thereunder. The Mayor, the Clerk and/or an Authorized Officer are each hereby authorized to sign and file or cause to be filed a completed I.R.S. Form 8038-G "Information Return for Governmental Obligations" if required by Section 149(e) of the Code.

SECTION 19. The City Bond shall be sold to the Bank based on the terms and conditions of the sale of the Bank Bonds by the Bank to the Underwriter of the Bank Bonds.

SECTION 20. Pursuant to SEC Rule 15c2-12(b)(5) (the "**Rule**"), the City, as an "obligated person" under the Rule, covenants and agrees to enter into the Continuing Disclosure Certificate, setting forth the City 's agreement with regard to continuing disclosure and to comply with the covenants set forth therein and carry out all of the provisions of the Continuing Disclosure Certificate. In the event the City fails to comply with the provisions of the Continuing Disclosure Certificate, the beneficial owners of the Bank Bonds may take such actions as may be necessary and appropriate, including mandamus or specific performance by court order, to cause the City to comply with its obligations set forth in the Continuing Disclosure Certificate and this Section 20.

SECTION 21. The City may issue refunding bonds, in one or more series, with the consent of the Bank pursuant to a supplement to this Bond Resolution or a separate resolution to provide funds for the refunding of all or a portion of the City Bond so long as: (a) no default has occurred and is continuing under this Bond Resolution or the Indenture; and (b) there shall have been filed with the City and the Trustee an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest on the Bank Bonds then outstanding under the Indenture shall not be adversely affected, if applicable.

Such refunding bonds shall be appropriately designated, shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate then permitted by law, shall be numbered, shall

have such paying agents and shall have such maturities and redemption provisions, all as may be provided in the supplement to this Bond Resolution or separate resolution of the Governing Body authorizing the issuance of such refunding bonds.

It is intended that this Section 21 allow for the provision of refunding bonds commensurate with the ability of the Bank to issue its refunding bonds as provided in Section 2.5 of the Indenture.

SECTION 22. (a) The Bank and the City, without the consent of the owners of any of the Bank Bonds outstanding under the Indenture, may enter into supplements to this Bond Resolution which shall not be inconsistent with the terms and provisions hereof for any of the purposes heretofore specifically authorized in this Bond Resolution or the Indenture, and in addition thereto for the following purposes:

(i) To cure any ambiguity or formal defect or omission in the Indenture;

(ii) 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 the Outstanding City Bond and does not require unanimous consent of the Bondholders pursuant to Section 12.2 of the Indenture;

(iii) To subject to the Indenture additional Revenues, properties or collateral;

(iv) To modify, amend or supplement the Indenture or any indenture supplemental thereto in such manner as to permit the qualification thereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect, or to preserve the status of the interest on any Bank Bonds as exempt from inclusion in gross income of the holders thereof for federal tax purposes, or to permit the qualification of the Bank 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 the Indenture or any indenture supplemental thereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;

(v) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee under the Indenture or the succession of a new registrar and/or paying agent; and

(vi) In connection with issuance of refunding bonds.

(b) The provisions of this Bond Resolution may be amended in any particular with the written consent of the Bank and the owners of not less than a majority of the aggregate principal amount of Bank Bonds then outstanding; provided, however, that no such amendment may be adopted which decreases the percentage of owners of Bank Bonds required to approve

any amendment, or which permits a change in the date of payment of the principal of or interest on any Bank Bonds or of any redemption price thereof or the rate of interest thereon.

(c) If at any time the Bank and the City shall request the Trustee to consent to a proposed amendment for any of the purposes of this Section 22, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such proposed amendment to be given in the manner required by the Indenture to redeem Bank Bonds. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all holders of Bank Bonds. If, within 60 days or such longer period as shall be prescribed by the Bank following such notice, the owners of not less than a majority in aggregate principal amount of the Bank Bonds outstanding at the time of the execution of any such proposed amendment shall have consented to and approved the execution thereof as herein provided, no owner of any Bank 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, the City or the Bank from executing or approving the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such proposed amendment as in this Section permitted and provided, this Bond Resolution shall be and be deemed to be modified and amended in accordance therewith.

(d) Copies of any such supplement or amendment shall be filed with the Trustee and delivered to the Bank and the City before such supplement or amendment may become effective.

SECTION 23. The Mayor, the Clerk and an Authorized Officer of the Governing Body are authorized to execute and deliver such resolutions, agreements, certificates and other documents as our required for the sale, issuance and delivery of the City Bond.

SECTION 24. The Indenture, in the form submitted to this meeting, is hereby made a part of this Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially the form attached as **EXHIBIT A** (with such completions, changes, insertions and modifications as may be approved by such officers, said execution being conclusive evidence of such approval). The Mayor, the Clerk and an Authorized Officer of the Governing Body are hereby authorized to approve such additional changes as may be requested by the Bank. The Governing Body hereby approves and acknowledges the Indenture and the terms and provisions thereof and recognizes that may items governing the terms and conditions of the City Bond are based upon terms, limitations and conditions provided in the Indenture.

SECTION 25. The City Bond Purchase Agreement, in the form submitted to this meeting, is hereby made a part of this Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially the form as provided in **EXHIBIT B** hereto. The Mayor, the Clerk and an Authorized Officer of the Governing Body are hereby authorized and directed to execute and deliver the City Bond Purchase Agreement with such changes, insertions and omissions as may be approved by such officers.

SECTION 26. The City deems it most advantageous to authorize the Municipal Advisor, to negotiate for the sale of the Bank Bonds with the Underwriter and to approve the

form of the Bond Purchase Agreement for the sale of the Bank Bonds to the Bank and the City, for approval at a subsequent date to be determined by the Municipal Advisor to be the most financially advantageous to the City and the Bank and hereby gives authority to the Mayor, the Clerk and an Authorized Officer of the Governing Body to approve the sale of the Bank Bonds, including the execution of the Bond Purchase Agreement as evidence thereof, for and on behalf of the City, subject to the following conditions: (1) compliance of the City and the Bank with the provisions of the Act regarding the issuance of the City Bond and the Bank Bonds; (2) a total amount of Bank Bonds, in one or more series, not to exceed a total aggregate principal amount of $29,850,000; (3) the Bank Bonds shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum; (4) approval by the City and the Bank of the Bond Purchase Agreement for the sale of the Bonds evidenced by the execution of the Bond Purchase Agreement; (5) maturity schedule for the Bank Bonds of not to exceed thirty (30) years; and (6) terms and provisions of the Bank Bonds in compliance with the Act.

SECTION 27. (a) The forms of the Preliminary Official Statement and the Bond Purchase Agreement 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 are, approved in substantially said forms. The Mayor, the Clerk and an Authorized Officer of the Governing Body are hereby authorized and directed to execute and deliver the Preliminary Official Statement and 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 Preliminary Official Statement is hereby "deemed final" by the City as described in the Rule. The Mayor, the Clerk and an Authorized Officer of the Governing Body are hereby authorized and directed to execute and deliver the Official Statement in connection with the Bank Bonds with such changes from the Preliminary Official Statement as he/she may approve. Said Preliminary Official Statement and Bond Purchase Agreement are attached hereto as **EXHIBIT C** and **EXHIBIT D**, respectively.

(b) If in the opinion of the Bond Counsel, the Underwriter and the Municipal Advisor, a supplement or amendment to the Preliminary Official Statement and/or Official Statement is necessary to provide proper disclosure for the Bank Bonds, the Governing Body of the City hereby authorizes (a) Bond 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 Underwriter, and (b) the Underwriter 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 Bank Bonds, with the distribution of such supplement or amendment being conclusive evidence of the approval of the Governing Body.

(c) The Continuing Disclosure Certificate, in the form attached to the Preliminary Official Statement as submitted to this meeting, is hereby made part of this Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form. The Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to execute and deliver the Continuing Disclosure Certificate with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

(d) The City hereby authorizes Bond Counsel, the Underwriter and Municipal Advisor to prepare and distribute any notices and/or filings necessary to provide certain financial

information and operating data to the Municipal Securities Rulemaking Board (the "**MSRB**") through the MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("**EMMA**"), in the electronic format then prescribed by the Securities and Exchange Commission pursuant to the Rule as required by the Rule, including but not limited to a Notice of Past Filing Failures.

SECTION 28. The Mayor, the Clerk and an Authorized Officer are hereby given the authority to select and appoint the Trustee for the Bank Bonds under the Indenture.

SECTION 29. The Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the payment by the Trustee for the Bank Bonds on the closing date of the Bank Bonds the costs of issuance of said Bank Bonds and cost of issuance for the City Bond of the City; provided, however, total costs of issuance for said Bank Bonds and the City Bond shall not exceed five (5%) percent of the par amount of the Bank Bonds (excluding Underwriters' discount and any premiums for municipal bond insurance, if applicable).

SECTION 30. The Tax-Exempt Financing Compliance Procedure (the "**Tax Policy**") setting forth the City's tax compliance procedures in connection with its outstanding and future tax-exempt debt, in the form submitted to this meeting and attached hereto as **EXHIBIT E**, is hereby approved and adopted. The City hereby authorizes and directs the appropriate officers of the City to implement the Tax Policy and, in connection with any outstanding or future debt of the City, to take such actions and file such documents as may be required by the Tax Policy, the Code, the Internal Revenue Service, the Municipal Securities Rulemaking Board and the Securities and Exchange Commission.

SECTION 31. Upon receiving the recommendation of the Municipal Advisor and Bond Counsel, the Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to make all final determinations necessary to prepare the Indenture, the sale of the Bank Bonds, including the date of sale, the dated date of the Bank Bonds, the final principal amount of the Bank Bonds, the maturity schedule relating to the Bank Bonds, the redemption terms of the Bank Bonds and any other terms thereof; provided, however, that all such determinations shall be made subject to approval by the Bank, to be evidenced by the execution of the Bond Purchase Agreement for the sale of the Bank Bonds.

SECTION 32. The Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to execute and deliver any additional documents, agreements, instruments, requisitions and certificates, which are required in connection with the sale and issuance of the Bank Bonds and the City Bond, including the approval of the final Official Statement in connection with the Bank Bonds. Notwithstanding any other provision herein or in any attachments hereto, the Governing Body further authorizes any necessary changes to the name or title or series designation of the Bank Bonds or the City Bond and corresponding changes to any of the related documents approved hereby if it is determined, after consultation with the Municipal Advisor, that it is in the best interest of the City for the Bank Bonds to be issued at a later date or in one or more tax-exempt or taxable series, as municipal bond market conditions may dictate.

SECTION 33. Prior to their delivery, the City Bond shall be validated pursuant to Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended, by the Chancery Court of Forrest County, Mississippi.

SECTION 34. Upon the recommendation of the Municipal Advisor, the Mayor, the Clerk and an Authorized Officer are hereby authorized to apply for, execute and deliver, a commitment for the provision of municipal bond insurance and any additional documents and certificates which are required by any provider of such municipal bond insurance selected to provide credit enhancement in connection with the issuance of the Bank Bonds. Such insurer shall be selected by the Bank and the City following negotiations with perspective insurers by the Municipal Advisor. Any changes, insertions and omissions as may be required by the provider of the municipal bond insurance to the Indenture, the City Bond, the Bank Bonds, and the Preliminary Official Statement are to be approved by the City and the Bank, and the execution of the commitment for said municipal bond insurance being conclusive evidence of such approval. Payment of the premiums, if applicable, for such municipal bond insurance out of the proceeds of the Bank Bonds is hereby approved. The Mayor, the Clerk and an Authorized Officer are hereby authorized to execute, if applicable, the commitment for municipal bond insurance on behalf of the Bank and/or the City.

SECTION 35. The Mayor and other representatives, employees and/or members of the Governing Body of the City, as selected by the Mayor, including the City's counsel, are hereby authorized to participate and attend any rating presentation and/or meeting in connection with the issuance of the Bank Bonds and the City Bond. The payment of travel expenses, if applicable, for such rating presentation or rating meeting is hereby approved.

SECTION 36. The Mayor, the Clerk and an Authorized Officer are authorized to execute and deliver such resolutions, agreements, certificates and other documents as are required for the sale, issuance and delivery of the City Bond. The Governing Body further authorizes Bond Counsel, City Counsel and the Municipal Advisor, to prepare and distribute all necessary documents and to do all things required in order to negotiate the sale of the Bank Bonds and to effectuate the sale and issuance of the City Bond and the Bank Bonds.

SECTION 37. The Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to make all final determinations necessary in connection with the City Bond and the Bank Bonds including, but not limited to, the final principal amount of the City Bond and the Bank Bonds, the maturity schedule relating to the City Bond and the Bank Bonds, the redemption terms of the City Bond and the Bank Bonds, the dated date and payment dates of the City Bond and the Bank Bonds, the interest rate or rates to be borne by the City Bond and the Bank Bonds, and the price to be paid for the City Bond and the Bank Bonds, subject to the provisions of the Act and this Bond Resolution.

SECTION 38. If any one or more of the provisions of this Bond Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Bond Resolution, but this Bond Resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 39. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective upon the adoption hereof.

[Remainder of page left blank intentionally.]

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

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

The President thereby declared the motion carried and the resolution adopted, this the 6th day of November, 2018.

ATTEST: **ADOPTED:**

_____ _____

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 6th day of November, 2018.

_____ _____

CITY CLERK **MAYOR**

(SEAL)

EXHIBIT A

FORM OF THE INDENTURE

EXHIBIT B

FORM OF CITY BOND PURCHASE AGREEMENT

EXHIBIT C

FORM OF PRELIMINARY OFFICIAL STATEMENT

EXHIBIT D

FORM OF MISSISSIPPI DEVELOPMENT BANK
BOND PURCHASE AGREEMENT

EXHIBIT E

TAX-EXEMPT FINANCING COMPLIANCE PROCEDURE

INDENTURE OF TRUST

BY AND BETWEEN

MISSISSIPPI DEVELOPMENT BANK

AND

_____,
AS TRUSTEE

DATED AS OF ____, 2019

RE:

MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2019
(HATTIESBURG, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)

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EXHIBIT A – FORM OF CITY BOND

INDENTURE OF TRUST

This **INDENTURE OF TRUST** is dated as of _____, 2019, 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**"), 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 _____, a _____ banking association duly organized, existing and authorized to accept and execute trusts of the character herein with its principal corporate trust office in _____, _____, as Trustee (the "**Trustee**").

WITNESSETH:

WHEREAS, the Bank is authorized and empowered by the provisions of the Bank Act to issue bonds for the purpose of buying Securities of Local Governmental Units (all as defined in the Bank Act); and

WHEREAS, the execution and delivery of this Indenture of Trust (this "**Indenture**") has 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 Bonds (as hereinafter defined) 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, premium, if any, and interest on the 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 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 (collectively, the "**Trust Estate**"), 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 (as hereinafter defined) and Accounts (as hereinafter defined) 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 City Bond (as hereinafter defined) acquired and held by the Trustee pursuant to this Indenture, all the payments thereunder, including Additional Payments as defined herein, due under the City Bond Resolution, all 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 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 trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the other 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 Bonds due or to become due thereon, at the times and in the manner mentioned in the Bonds, and shall pay or cause to be paid or there shall otherwise be paid or made provision for payment 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 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 Bonds, or any part thereof, as follows (subject, however, to the provisions of Sections 3.11 and 3.12 hereof):

ARTICLE 1

DEFINITIONS AND RULES OF INTERPRETATION

1.1 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 together the Bank Act and the City Bond Act.

"Additional Payments" means such Additional Payments as required by this Indenture, which include, each and all of the following, to be paid by the City under the City Bond Resolution:

(a) all Costs of Issuance to the extent not paid from the proceeds of the Series 2019 Bonds;

(b) to or upon the order of the Trustee, upon demand, all fees of the 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 Trustee of 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 hereunder, 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) to the Bank and the Trustee, all other reasonable expenses incurred by the Bank and the Trustee in relation to the Construction Project under the City Bond Resolution which are not otherwise required to be paid by the City under the terms of the City Bond Resolution and all indemnity payments required to be made under Section 11.9 hereof; and

(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 the Trustee or the Bank at any time, in connection with (i) the preparation, negotiation and execution of this Indenture, the City Bond, the City Bond Resolution and all other Related Documents, any amendment of or modification of this Indenture, the City Bond, the City Bond Resolution or the other Related Documents (including in connection with any sale, transfer, or attempted sale or transfer of any interest herein to a participant or assignee); (ii) any litigation, contest, dispute, suit, proceeding or action, whether instituted by the Bank, the Trustee, the City or any other person in any way relating to the Construction Project, the City Bond, the City Bond Resolution, the other Related 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 Bank by virtue of the City Bond, the City Bond Resolution, the other Related Documents or any other Construction Project related document; (iv) any action to protect, collect, sell, liquidate or otherwise dispose of the Construction Project; and (v) 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.

"Arbitrage Rebate Agreement" means the Tax Regulatory Agreement and Arbitrage Certificate among the Bank and the City, dated _____, 2019, in connection with the Series 2019 Bonds.

"Authorized Officer" means the President, Vice President, Executive Director, 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 Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended or supplemented from time to time.

"Bankruptcy Code" means the 11 U.S.C. Sections 101 *et seq*., as amended or 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 nationally recognized in the area of municipal law and matters relating to the exclusion of interest on state and local government bonds from gross income under federal tax law, including particularly compliance with Section 148(f) of the Code. Butler Snow LLP, Ridgeland, Mississippi, is serving as Bond Counsel in connection with the sale and issuance of the Series 2019 Bonds.

"Bond Insurance Policy" shall mean the Municipal Bond Insurance Policy issued by the Bond Insurer that guarantees the scheduled payment of principal and interest on the Insured Obligations when due.

"Bond Insurer" shall mean _____, or any successor thereto.

"Bond Issuance Expense Account" means the account by that name created by Section 6.2 hereof.

"Bond Purchase Agreement" means that certain Bond Purchase Agreement, dated _____, 2019, by and among the Bank, the Underwriter and the City in connection with the issuance and sale of the Series 2019 Bonds.

"Bond Register" means the registration records of the Bank kept by the Trustee to evidence the registration and transfer of the Bonds.

"Bondholder" or "holder of Bonds" or "owner of Bonds" or any similar term means the Registered Owner of any Bond.

"Bonds" means the Series 2019 Bonds and any Refunding Bonds issued pursuant to this Indenture.

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

"City" shall mean the City of Hattiesburg, Mississippi, a "local governmental unit" under the Bank Act.

"City Bond" means the $_____ General Obligation Bond, Series 2019, issued by the City pursuant to the City Bond Resolution and registered to the Trustee as assignee of the Bank pursuant to this Indenture.

"City Bond Act" means the provisions of Mississippi Code of 1972, Sections 21-33-301 *et seq*., Mississippi Code of 1972, as amended or supplemented from time to time.

"City Bond Interest Payment" means that portion of a City Bond Payment, which represents the interest due or to become due on City Bond held by the Trustee pursuant to this Indenture.

"City Bond Payment" means the amounts paid or required to be paid from time to time, for principal, premium, if any, and interest on the City Bond held by the Trustee pursuant to this Indenture.

"City Bond Principal Payment" means that portion of a City Bond Payment, which represents the principal due or to become due on the City Bond held by the Trustee pursuant to this Indenture.

"City Bond Purchase Agreement" means that certain City Bond Purchase Agreement, dated _____, 2019, by and between the City and the Bank in connection with the issuance and sale of the City Bond.

"City Bond Resolution" means that certain Bond Resolution adopted by the City on November 6, 2018, in connection with the issuance of the City Bond.

"Code" means the Internal Revenue Code of 1986 in effect on the date of issuance of the Series 2019 Bonds, and the applicable regulations or rulings promulgated or proposed thereunder, and any successor thereto.

"Construction Project" means (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, and purchasing buildings and land therefor; (iii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (iv) constructing bridges and culverts; and (v) for other authorized purposes under the City Bond Act and the Bank Act.

"Costs of Issuance" shall mean items of expense payable or reimbursable by or indirectly by the Bank and related to the authorization, sale, validation and issuance of the Bonds and the purchase and validation of the City Bond, 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, legal fees and charges, professional consultants' fees, financial advisor fees and expenses, costs of credit ratings, fees and charges for execution, transportation and safekeeping of Bonds, credit enhancements or liquidity facility fees, and other costs, charges and fees in connection with the foregoing.

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

"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, New York, New York.

"DTC participants" shall have the meaning ascribed thereto in Section 2.7 herein.

"DTC's Blanket Letter of Representations" means the Blanket Letter of Representations, dated January 9, 1997, between the Bank and DTC.

"Event of Default" means any occurrence or event specified in Section 10.1 hereof.

"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 month period from July 1 through the following June 30 or such other 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 6.2 hereof.

"General Fund" means the fund by that name created by Section 6.2 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 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; and (c) obligations of any state of the United States of America 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.

"Insured Obligations" shall mean the Series 2019 Bonds.

"Interest Payment Date" means any date on which interest is payable on the Bonds, and for the Series 2019 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.

"Local Governmental Unit" 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, through programs of purchasing the bonds, notes or evidences of indebtedness of such local governmental units under agreements between such local governmental units and the Bank.

"Moody's" means Moody's Investors Service, Inc., a Delaware corporation, its successors and assigns, and, if such corporation shall for any reason no longer perform 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), with written notice to the Trustee.

"Notice Address" means, with respect to the City, the City's address given in connection with the sale of the City Bond to the Bank, and, with respect to the Bank, the Trustee, the Underwriter and the Bond Insurer:

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

Trustee: _____
_____
_____

Underwriter: Raymond James & Associates, Inc.
50 North Front Street, 16th Floor
Memphis, Tennessee 38103
Attention: Public Finance

City: City of Hattiesburg, Mississippi
200 Forrest Street
Hattiesburg, MS 39401

Attention: Mayor

Bond Insurer:

"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 this Indenture) be Counsel to the Bank or Counsel to the owners of the Bonds and who is acceptable to the Trustee.

"Outstanding" or "Bonds Outstanding" or "Outstanding Bonds" means all Bonds, which have been authenticated and delivered by the Trustee under this 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 hereof; and

(c) Bonds in lieu of which other Bonds have been authenticated under Section 3.5, 3.6 or 3.10 hereof.

"Paying Agent" means the Trustee or any successor thereto, acting as the Paying Agent under the City Bond Resolution.

"Principal Office" means, as it relates to the Trustee, the address for the Trustee set forth under the definition of Notice Address above.

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

"Program" means the program for purchasing the City Bond by the Bank pursuant to the Bank Act.

"Program Expenses" means all of the fees and expenses of the Trustee relating to the Bonds or City Bond 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.

"Project" means providing financing for (a) the purchase of the City Bond, to finance the Construction Project; [(b) paying capitalized interest] and (c) paying the Costs of Issuance for the City Bond and the Series 2019 Bonds; [including the premium for the Bond Insurance Policy].

"Purchase Account" means the account by that name created by Section 6.2 hereof.

"Rebate Fund" means the fund by that name created by Section 6.2 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 6.2 hereof.

"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 2.4 and 2.5 hereof and any Supplemental Indenture.

"Registered Owner" means the person or persons in whose name any Bond shall be registered on the Bond Register.

"Related Documents" shall mean this Indenture, the City Bond Resolution, the Bond Purchase Agreement and the City Bond Purchase Agreement.

"Revenues" means the Funds and Accounts (except for the Rebate Fund) and all income, revenues and profits of the Funds and Accounts (except for the Rebate Fund) referred to in the granting clauses hereof including, without limitation, all City Bond Payments and any additional amounts paid to the Trustee under the City Bond Resolution or from any other source whatsoever.

"S&P" means 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, "S&P" 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.

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

"Securities" means bonds, notes or other evidences of indebtedness issued by a Local Governmental Unit pursuant to the Bank Act including the City Bond.

"Series 2019 Bonds" means $_____ Mississippi Development Bank Special Obligation Bonds, Series 2019 (Hattiesburg, Mississippi General Obligation Bond Project) issued pursuant to Section 2.1 of this Indenture.

"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.

"Trustee" means the state banking corporation or national banking association with corporate trust powers qualified to act as Trustee under this Indenture which may be designated (originally or as a successor) as Trustee for the owners of the Bonds issued and secured under the terms of this Indenture, and which shall initially be _____, _____, _____.

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

"Underwriter" means Raymond James & Associates, Inc., Memphis, Tennessee.

1.2 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 2

AUTHORIZATION AND ISSUANCE OF BONDS

2.1 Authorization and Issuance of Series 2019 Bonds. Bonds of the Bank to be known and designated as "Mississippi Development Bank Special Obligation Bonds, Series 2019 (Hattiesburg, Mississippi General Obligation Bond Project)," are hereby authorized to be issued. The aggregate principal amount of Series 2019 Bonds that may be issued, authenticated and Outstanding hereunder is _____ Dollars ($_____).

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 2019 Bonds issued pursuant to this Indenture. The Series 2019 Bonds shall be payable solely from the Revenues. The State shall not be liable on the Series 2019 Bonds and the Series 2019 Bonds shall not be a debt, liability, pledge of the faith or loan of the credit or moral obligation of the State. The Series 2019 Bonds shall contain on the face thereof a statement to the effect that the Bank is obligated to pay the principal of the Series 2019 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 2019 Bonds. In the Act, the State has pledged to and agreed with the holders of any Series 2019 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 2019 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 2019 Bonds, are fully met and discharged. All Series 2019 Bonds shall mature on or before _____ 1, 20___.

2.2 Purpose and Disposition of Series 2019 Bonds.

The purpose for issuing the Series 2019 Bonds is (a) to fund the Purchase Account, in order to provide funds for the purchase of the City Bond (which amounts are to provide financing funds for the Construction Project), [(b) to pay capitalized interest on the Series 2019 Bonds], and (c) to fund the Bond Issuance Expense Account of the General Fund to pay Costs of Issuance. Upon the delivery of the Series 2019 Bonds and receipt of the net proceeds therefor, the Bank shall deliver to the Trustee proceeds of the Series 2019 Bonds in the amount of $_____ for deposit (i) into the Bond Issuance Expense Account of the General Fund, the sum of $_____ to pay Costs of Issuance; [(ii) into the Capitalized Interest Account of the General Fund, the sum of $_____ to pay capitalized interest] and (iii) into the Purchase Account, $_____ of the net proceeds to be distributed to the City as provided in the City Bond Purchase Agreement.

2.3 General Description of the Series 2019 Bonds. The Series 2019 Bonds shall be issuable as fully registered bonds in the denomination of $5,000 or any integral multiple thereof. The Series 2019 Bonds shall be numbered from R-1 upward, as applicable.

Each Series 2019 Bond shall carry an original date of _____, 20__ and shall carry the date on which it is authenticated. If a Series 2019 Bond is authenticated on or prior to _____ 1, 20__, it shall bear interest from _____, 20__. Each Series 2019 Bond authenticated after _____ 1, 20__ 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 2019 Bond unless such Series 2019 Bond is authenticated after a Record Date and on or before the next succeeding Interest Payment Date, in which event the Series 2019 Bond will bear interest from such next succeeding Interest Payment Date.

Interest on the Series 2019 Bonds shall be payable on ____ 1 and _____ 1 of each year, commencing _____ 1, 20__, until the Series 2019 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 2019 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 OF MATURITY	PRINCIPAL AMOUNT	INTEREST RATE
	$	%

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

2.4 Provisions for Issuance of Bonds. The 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 or as directed by the Underwriter through the facilities of DTC, 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) A copy, duly certified by an Authorized Officer, of the resolution or resolutions adopted by the Board of Directors of the Bank authorizing the execution and delivery of this Indenture and all other instruments contemplated thereby and the authorization, issuance, sale and delivery of the Series 2019 Bonds;

(b) A copy, duly certified by the City Clerk or an authorized officer of the City, of the City Bond Resolution and any other resolution(s) of the City authorizing the execution and delivery of all instruments contemplated thereby and approving this Indenture and the authorization, issuance, sale and delivery of the City Bond;

(c) Original executed counterparts of the Related Documents;

(d) Signed copies of all opinions of Counsel required by the Underwriter;

(e) A request and authorization to the Trustee by or on behalf of the Bank and signed by an Authorized Officer to authenticate and deliver the Series 2019 Bonds to the

Underwriter and specifying the amounts to be deposited in the accounts of the General Fund pursuant to Section 2.2 hereof;

(f) Signed copies of the legal opinion of Bond Counsel; and

(g) Evidence of issuance by the Bond Insurer of the Bond Insurance Policy; and

(h) Such further documents, moneys and securities as are required by the provisions of this Section 2.4 or Article VII hereof.

2.5 Provisions for Issuance of Refunding Bonds.

(a) All or any part of one or more series of Refunding Bonds may be issued hereunder, authenticated and delivered upon original issuance to refund all or any part of the Outstanding Bonds. Refunding Bonds shall be issued in a principal amount sufficient, together with other monies 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 Bonds.

(b) Refunding 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 2.5 hereof) of:

(i) Irrevocable instructions to the Trustee, satisfactory to it, to give due notice of redemption of all the Series 2019 Bonds to be refunded on the redemption date specified in such instructions;

(ii) Irrevocable instructions to the Trustee, satisfactory to it, to give due notice provided for in Section 4.5 hereof to the owners of the Series 2019 Bonds being refunded (which may be a conditional notice of redemption); and

(iii) Either (A) monies in an amount sufficient to effect timely payment at the Redemption Price or principal payment amount of the Series 2019 Bonds to be refunded or paid, respectively, together with accrued interest on such Series 2019 Bonds to the redemption or maturity date and all necessary and appropriate fees and expenses of the Trustee, which monies shall be held by the Trustee or an escrow agent approved by the Bank in a separate account irrevocably in trust for and assigned to the respective owners of the Series 2019 Bonds to be refunded or paid, or (B) 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.

2.6 Form of Bonds. The Bonds and the Trustee's certificate of authentication to be endorsed on the 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 or any Supplemental Indenture, as applicable:

(FORM OF SERIES 2019 BOND)

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE TRUSTEE (AS DEFINED BELOW) OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL IN AS MUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BOND, SERIES 2019
(HATTIESBURG, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)

NO. ___ **$_____**

Interest Rate	Maturity Date	Original Date	Date of Authentication	CUSIP
%		_____, 2019	_____, 2019	

Registered Owner: CEDE & CO.

Principal Amount: _____DOLLARS

Mississippi Development Bank, a body corporate and politic, exercising essential public functions ("**Bank**"), 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 2019 Bond, as hereinafter defined, shall be redeemable and shall previously have been called for redemption and payment of the redemption price made or provided for, and to pay interest on such principal amount in like money, but solely from said sources, from the interest payment date to which interest has been paid as of the date of authentication of this Series 2019 Bond (unless this Series 2019 Bond is authenticated on or before _____ 1, 20__, then from _____, 20__, or unless this Series 2019 Bond is authenticated after _____ 1, 20__ and on or before the next succeeding interest payment date, then from such interest payment date or unless payment of the interest on this 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, commencing ____ 1, 20___, until payment of such principal amount shall have been made upon redemption or at maturity. The

principal of this Series 2019 Bond is payable at the principal corporate trust office of _____, _____, Mississippi, as trustee (the "**Trustee**"), 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 prior to 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 2019 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 2019 Bond and the other Series 2019 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 City Bond (as hereinafter defined) purchased by the Bank. The Bank has no taxing power. This Series 2019 Bond and the other Series 2019 Bonds, both as to principal and interest, constitutes neither 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 nor a pledge of the faith and credit, the taxing power or moral obligation of the State or any political subdivision thereof; provided, however, that the City Bond is a general obligation of the City. The issuance of the Series 2019 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 2019 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 2019 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 2019 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 2019 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 2019 Bonds, are fully met and discharged.

This Series 2019 Bond is one of an authorized issue of bonds of the Bank known as Mississippi Development Bank Special Obligation Bonds, Series 2019 (Hattiesburg, Mississippi General Obligation Bond Project) ("**Series 2019 Bonds**") issued under and secured by an

Indenture of Trust dated as of _____, 2019 ("**Indenture**"), duly executed and delivered by the Bank to _____, _____, Mississippi, as Trustee ("**Trustee**"). The Series 2019 Bonds are limited in aggregate principal amount to _____ Dollars ($_____). The Series 2019 Bonds are issued pursuant to Sections 31-25-1 et seq., Mississippi Code of 1972, as amended ("**Bank Act**") and Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "**City Bond Act**" and together with the Bank Act, the "**Act**"), to provide funds to (a) purchase the City Bond to provide funds for the financing of the Construction Project (as hereinafter defined), [(b) pay capitalized interest] and (c) pay costs of issuing the Series 2019 Bonds and the City Bond. The City is Hattiesburg, Mississippi and the City Bond is the City of Hattiesburg, Mississippi General Obligation Bond, Series 2019 in the aggregate principal amount of $_____. The City Bond is a general obligation of the City secured and described in that certain Bond Resolution, adopted by the Mayor and City Council of the City on November 6, 2018 (the "**City Bond Resolution**"). The proceeds received by the City from the sale of the City Bond to the Bank will be used by the City for the purpose of providing funds for (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, and purchasing buildings and land therefor; (iii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (iv) constructing bridges and culverts; and (v) for other authorized purposes under the City Bond Act and the Bank Act.

The City Bond Resolution, a certified copy of which is on file in the principal corporate trust office of the Trustee, provides that the City is unconditionally obligated to make payments secured by the full, faith and credit of the City in an aggregate amount sufficient, with any other funds available therefor, for the payment in full of the principal of, premium, if any, and interest on all Bonds issued and Outstanding under the Indenture, to the date of payment thereof, and certain costs, expenses and charges of the Bank and the Trustee.

In the City Bond Resolution, the City covenants to levy a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of premium, if any, and the interest on the City Bond and any additional obligations of the City under the City Bond Resolution; provided, however, that such tax levy for any year shall be abated pro-tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund established for the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the City Bond Resolution. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are irrevocably pledged in the City Bond Resolution for the payment of the principal of, premium, if any, and interest on the City Bond and any additional obligations of the City as aforesaid as the same shall respectively mature and accrue.

The Series 2019 Bonds are all equally and ratably secured by and entitled to the protection of the Indenture on a parity one with another (collectively, the "**Bonds**"). To secure

payment of principal of and interest on all 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 Bonds, the terms and conditions upon which the Series 2019 Bonds are issued and the terms and conditions upon which the Series 2019 Bonds will be paid at or prior to 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 2019 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 2019 Bond. This Series 2019 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 2019 Bond or Series 2019 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 2019 Bonds are issuable as fully registered 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 2019 Bonds may be exchanged for a like aggregate principal amount of Series 2019 Bonds of the same maturity of authorized denominations.

(a) *Optional Redemption*. In accordance with the Indenture and the City Bond Resolution, the Bonds (or any portions thereof in integral multiples of $5,000 each) maturing on or after _____ 1, 20__, are subject to redemption 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.

[(b) *Mandatory Sinking Fund Redemption.*

The Bonds are subject to mandatory sinking fund redemption as follows:

(a) The 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 follows:

$____,000
Bonds Maturing ___ 1, 20___

Year	Principal Amount
20__	$___,000
20__	___,000
20__	___,000
20__	___,000
20__*	___,000

*Final Maturity

(b) The 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 follows:

$____,000
Bonds Maturing ___ 1, 20___

Year	Principal Amount
20__	$___,000
20__	___,000
20__	___,000
20__	___,000
20__*	___,000

*Final Maturity

In the event less than all of the Bonds are to be redeemed, the principal amount and maturity to be redeemed shall be selected by the Bank, and the Trustee, in its sole discretion, shall select the Bonds to be redeemed by lot within a selected maturity, provided that Bonds shall be redeemed only in whole multiples of $5,000.

In the event any of the Bonds are called for optional redemption as aforesaid, notice thereof identifying the Bonds to be redeemed will be given by mailing a copy of the redemption notice (which may be a conditional notice of redemption) by registered or certified mail not less than thirty (30) days nor more than forty-five (45) days prior to the date fixed for redemption to the Registered Owner of the Bonds to be redeemed at the address shown on the Bond Register. Failure to give such notice by mailing, or any defect therein with respect to any Bond, shall not affect the validity of any proceedings for the redemption of other Bonds.

All Bonds so called for redemption will cease to bear interest on the specified redemption date, shall no longer be secured under 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 on or prior to the redemption date.

The Registered Owner of this Series 2019 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 2019 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 2019 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 2019 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, premium, if any, and interest on the Series 2019 Bonds, as the same become due, are designed to be sufficient in amount for that purpose.

This Series 2019 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.

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Indenture.

IN WITNESS WHEREOF, the Mississippi Development Bank has caused this Series 2019 Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Executive Director and a manual or facsimile seal of its official seal to be hereunto impressed or imprinted hereon by any means and attested by the 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 2019 Bond is one of the Series 2019 Bonds issued and delivered pursuant to the provisions of the within mentioned Indenture.

_____,
_____**, MISSISSIPPI**,
as Trustee

By: _____
Authorized Signatory

Date of Authentication: _____, 2019

[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 2019 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 _____ 2019.

_____
Secretary

(SEAL)

[FORM OF ASSIGNMENT]

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 2019 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, Attorney, to transfer the within Series 2019 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 2019 Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by a member of a nationally recognized Medallion Signature Guaranty Program acceptable to the Trustee.

BY: _____
Authorized Officer

[STATEMENT OF INSURANCE]

_____ ("_____"), has delivered its municipal bond insurance policy (the "**Policy**") with respect to the scheduled payments due of principal of and interest on this Bond to _____, or its successor, as trustee for the 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 ____ or the Trustee. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of ___ as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Resolution or this Bond, _____ shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Indenture, at laws or in equity.

[END OF SERIES 2019 BOND FORM]

2.7 Book-Entry Only System. The Series 2019 Bonds shall be initially issued in the form of a separate single fully registered Series 2019 Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Series 2019 Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, and except as provided in Section 2.8 hereof, all of the outstanding Series 2019 Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC. With respect to Series 2019 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 2019 Bonds. Without limiting the immediately preceding sentence, the Bank and the Trustee shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Series 2019 Bonds, (b) 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 2019 Bonds, or (c) 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 2019 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 2019 Bond is registered in the Bond Register as the absolute owner of such Series 2019 Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Series 2019 Bond, for the purpose of giving notices and other matters with respect to such Series 2019 Bond, for the purpose of registering transfers with respect to such Series 2019 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 2019 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 2019 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 2019 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

2.8 Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Bank determines that DTC is incapable of discharging its responsibilities described herein and DTC's Blanket Letter of Representations or that it is in the best interest of the Beneficial Owners of the Series 2019 Bonds that they be able to obtain certificated Series 2019 Bonds, the Bank shall (a) 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 2019 Bond certificates to such successor

securities depository or (b) notify DTC and DTC Participants of the availability through DTC of Series 2019 Bond certificates and transfer one or more separate Series 2019 Bond certificates to DTC Participants having Series 2019 Bonds credited to their DTC accounts. In such event, the Series 2019 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 2019 Bonds shall designate, in accordance with the provisions of this Indenture.

2.9 Payments. Notwithstanding any other provision of this Indenture to the contrary, so long as any of the Series 2019 Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, premium, if any, and interest on such Series 2019 Bond and all notices with respect to such Series 2019 Bond shall be made and given, respectively, in the manner provided in DTC's Blanket Letter of Representations. 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 3

GENERAL TERMS AND PROVISIONS OF BONDS

3.1 Medium, Form and Place of Payment. The 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 Bonds to holders of $1,000,000 or more by wire transfer or by such other method as is acceptable to the Trustee and the Bondholder upon written election of such Bondholder at least one Business Day prior to the applicable Record Date. Principal shall be payable at the Principal Office of the Trustee upon presentation of the Bonds to be paid.

3.2 Legends. The 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.

3.3 Execution. The Bonds shall be executed on behalf of the Bank with the manual or facsimile signature of its Executive Director, Secretary, President or Vice President 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 Secretary or Assistant Secretary of the Bank. In case any officer of the Bank whose signature or whose facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such 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 Bonds shall be duly authorized or hold the proper office of the Bank although at the date

borne by the Bonds or at the date of delivery of the Bonds such officer may not have been so authorized or have held such office.

3.4 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 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.

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 Bonds. The signature of the authorized representative or signatory of the Trustee shall be manual.

3.5 Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond is mutilated, lost, stolen or destroyed, the Bank shall execute and the Trustee shall authenticate a new Bond or Bonds of the same maturity and denomination, as that mutilated, lost, stolen or destroyed Bond; 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. The Trustee may charge the owner of such Bond its reasonable fees and expenses in connection with replacing any Bond mutilated, lost, stolen or destroyed. Any Bond issued pursuant to this Section 3.5 shall be deemed part of the original series of the 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.

3.6 Registration, Transfer and Exchange of Bonds; Persons Treated as Owners. The Bank shall cause records for the registration and for the transfer of the Bonds to be kept by the Trustee at its Principal 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 by the Bank or by Beneficial Owners (or a designated representative thereof) of five percent (5%) or more in aggregate principal amount of the Bonds then Outstanding.

Upon surrender for transfer of any Bond at the Principal Office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in 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 Bonds of the same maturity for a like aggregate principal amount. The 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 Bonds, or (b) to register, transfer or exchange any Bonds selected, called or being called for redemption 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 Bonds delivered upon any transfer or exchange shall be valid obligations of the Bank, evidencing the same debt as the 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.

3.7 Destruction of 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 3.5 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.

3.8 Nonpresentment of 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 Registered Owner thereof, all liability of the Bank to the Registered 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 Registered Owner of such Bond, without liability for interest thereon to such Registered 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 Bonds within four (4) years after the date on which the same shall become due 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.

3.9 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 Bonds, shall issue no bonds or other evidences of indebtedness payable from the Trust Estate.

3.10 Temporary Bonds. Until the definitive Bonds are ready for delivery, the Bank may execute, in the same manner as is provided in Section 3.3 hereof, and, upon the request of the Bank, the Trustee shall authenticate and deliver, one or more temporary Bonds, which shall be fully registered. Such temporary Bonds shall be subject to the same provisions, limitations and conditions as the definitive Bonds and shall be substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or 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 Bonds. The Bank at its own expense shall prepare and execute and, upon the surrender of such temporary Bonds shall deliver in exchange therefor definitive Bonds, of the same aggregate principal amount and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Indenture.

If the Bank shall authorize the issuance of temporary Bonds in more than one denomination, the owner of any temporary Bond or Bonds may, at his option, surrender the same to the Trustee in exchange for another temporary Bond or 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 Bonds so surrendered and upon payment of the taxes and charges provided for in Section 3.6 hereof, shall authenticate and deliver a temporary Bond or Bonds of like aggregate principal amount and maturity in such other authorized denomination or denominations as shall be requested by such owner. All temporary Bonds surrendered in exchange either for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith canceled by the Trustee.

3.11 Limitations on Obligations of Bank. The Bonds, together with interest thereon, shall be limited obligations of the Bank and payable solely from the 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 City Bond acquired by the Trustee, all of which are hereby assigned and pledged hereunder for the equal and ratable payment of the Bonds and shall be used for no other purpose than the payment of the Bonds, except as may be otherwise expressly authorized in this Indenture. The Bonds do not constitute a debt or liability or moral obligation of the State or of any political subdivision thereof under the constitution of the State or a pledge of the faith and credit or taxing power 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 including, without limitation, the avails of the full faith and credit of the City derived or to be derived from payments made in respect of the City Bond pursuant to the City Bond Resolution. The issuance of the 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 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; provided, however, that the City Bond is a general obligation of the City. 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 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 (except the City). In the Act, the State has pledged and agreed with the holders of any 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 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 Bonds are fully met and discharged.

3.12 Immunity of Officers and Directors. No recourse shall be had for the payment of the 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 Bonds.

ARTICLE 4

REDEMPTION OF BONDS PRIOR TO MATURITY

4.1 Redemption and Redemption Prices and Terms for Series 2019 Bonds.

If the City directs the Bank to redeem the Series 2019 Bonds pursuant to Section 3 of the City Bond Resolution, the Bank agrees to accept redemption and redeem the Series 2019 Bonds in the following instance:

Optional Redemption. The Bonds (or any portions thereof in integral multiples of $5,000 each) maturing on or after _____ 1, 20__, are subject to redemption 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.

In the event less than all of the Bonds are to be redeemed, the principal amount and maturity to be redeemed shall be selected by the Bank, and the Trustee, in its sole discretion, shall select the Bonds to be redeemed by lot within a selected maturity, provided that such Bonds shall be redeemed only in whole multiples of $5,000.

Mandatory Sinking Fund Redemption. The Bonds are subject to mandatory sinking fund redemption as follows:

(a) The 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 follows:

$____,000
Bonds Maturing ___ 1, 20___

Year	Principal Amount
20__	$___,000
20__	___,000
20__	___,000
20__	___,000
20__*	___,000

*Final Maturity

(b) The 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 follows:

$____,000
Bonds Maturing ___ 1, 20___

Year	Principal Amount
20__	$___,000
20__	___,000
20__	___,000
20__	___,000
20__*	___,000

*Final Maturity

4.2 Redemption at the Election or Direction of the Bank. In the case of the redemption of any Series 2019 Bonds, the Bank shall give written notice to the Trustee of its direction so to redeem, of the redemption date, of the principal amounts of the Series 2019 Bonds of each maturity to be redeemed (which maturities and principal amounts thereof to be redeemed shall be determined by the Bank at the direction of the City, subject to any limitations with respect thereto contained in the Act or this Indenture) and of the monies to be applied to the payment of the Redemption Price. Such notice shall be given at least forty-five (45) days prior to the redemption date or such shorter period as shall be acceptable to the Trustee and may be conditioned upon receipt of sufficient funds to redeem the Series 2019 Bonds called for redemption on the redemption date. The Bank shall pay to the Trustee an amount in cash which, in addition to other monies, if any, available therefor and held by the 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 2019 Bonds to be redeemed.

4.3 Selection of Series 2019 Bonds to be Redeemed. If less than all of the Series 2019 Bonds are to be redeemed, the Series 2019 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 Series 2019 Bond. If less than all of the Series 2019 Bonds shall be called for redemption, the principal amount and maturity of the Series 2019 Bonds to be redeemed shall be selected by the Bank and the Trustee shall select the particular Series 2019 Bonds to be redeemed by lot within a maturity in such manner as the Trustee may determine.

4.4 Redemption Payments. The Trustee is hereby authorized and directed to apply funds deposited with the Trustee by the Bank in an amount sufficient to pay the Redemption Price of the Series 2019 Bonds or portions thereof called, together with accrued interest thereon to the redemption date. If proper notice of redemption by mailing has been given as provided in Section 4.5 hereof and sufficient funds for redemption shall be on deposit with the Trustee as aforesaid, interest on the Series 2019 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 Series 2019 Bond or portion thereof called for redemption until such Series 2019 Bond or portion thereof shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 3.5 hereof with respect to any mutilated, lost, stolen or destroyed Series 2019 Bond.

4.5 Notice of Redemption. Notice of the call for any optional redemption, identifying the Series 2019 Bonds (or any portions thereof in integral multiples of $5,000 each) to be redeemed (which may be a conditional notice of redemption), 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 Registered Owner of each Series 2019 Bond to be redeemed at the address shown on the Bond Register. 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 2019 Bonds.

4.6 Cancellation. All Series 2019 Bonds which have been redeemed shall not be reissued but shall be canceled and destroyed by the Trustee in accordance with Section 3.7 hereof.

ARTICLE 5

GENERAL COVENANTS

5.1 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 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.

5.2 Performance of Covenants; 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 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 Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the 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.

5.3 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 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 Bonds.

5.4 [RESERVED].

5.5 Covenants Concerning Program.

(a) In order to provide for the payment of the principal, premium, if any, and interest on the 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 Bonds (i) 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 City Bond), and (ii) 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 City Bond and to enforce all terms, covenants and conditions of the City Bond including the collection, custody and prompt application of all payments and deposits required by the terms of the City Bond for the purposes for which they were made.

(b) Whenever necessary in order to provide for the payment of debt service on the Bonds, the Bank shall commence appropriate remedies with respect to the City Bond which is in default.

5.6 Possession and Inspection of City Bond. The Trustee covenants and agrees to retain or cause its agent to retain possession of the City Bond 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 City Bond 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.

5.7 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 City Bond 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 Beneficial Owners of an aggregate of not less than five percent (5%) in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing.

The Trustee covenants and agrees, if requested, to provide to the Bank prior to the twentieth day of the month following the end of each six-month period, commencing with the period ending ___ 1, 20___, 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 period.

The reports, statements and other documents required to be furnished to or by the Trustee pursuant to any provision of this Indenture shall be provided to the Beneficial Owners of an aggregate of not less than five percent (5%) in principal amount of the 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.

5.8 Bank Covenants with Respect to City Bond.

(a) The Bank covenants and agrees that it will not permit or agree to any material change in the City Bond.

(b) The Bank covenants and agrees that it will enforce or authorize the enforcement of all remedies available to owners or holders of the City Bond, provided, however, that decisions as to the enforcement of remedies shall be within the sole discretion of the Trustee as set forth in Article X hereof.

(c) The Bank covenants and agrees that it will not sell or dispose of the City Bond.

5.9 [RESERVED]

5.10 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 Bonds.

5.11 [RESERVED]

5.12 [RESERVED]

5.13 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 2019 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 compliance by the Bank with the memorandum of compliance will not adversely affect the exclusion of interest on the Series 2019 Bonds from gross income of the holders thereof for federal income tax purposes.

ARTICLE 6

REVENUES AND FUNDS

6.1 Source of Payment of Bonds. The 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.

6.2 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; and (b) the Rebate Fund. There is hereby created and established in the General Fund a "General Account," "Bond Issuance Expense Account," ["Capitalized Interest Account,"] "Redemption Account," and "Purchase 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.

6.3 Deposit of Net Proceeds of Bonds.

(a) The Trustee shall deposit the proceeds from the sale of the Series 2019 Bonds in the manner provided in Section 2.2 hereof.

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

6.4 Deposit of Revenues and Other Receipts. Upon receipt of any Revenues or other receipts (except the proceeds of the Bonds and moneys received upon sale or redemption prior to maturity of the City Bond), the Trustee shall deposit such amounts into the General Account of the General Fund or such other applicable Fund or Account.

6.5 Operation of General Account [and Capitalized Interest Account]. The Trustee shall deposit in the General Account of the General Fund and Capitalized Interest Account of the General Fund all amounts required to be deposited therein pursuant to the provisions of this Article VI. On or before three (3) business days next preceding each Interest Payment Date, for the period from the date of closing through _____ 1, 20____, 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 all or a portion of the interest coming due on the Series 2017 Bonds on such Interest Payment Date to the extent there are available funds. The amounts on deposit in the Capitalized Interest Account, will be transferred by the Trustee to the General Account as follows: $_____ of the ____ 1, 20___ Interest Payment Date for a portion of the interest due on the Series 2019 Bonds. Any amounts remaining in the Capitalized Interest Account on ____ 1,

20____, shall be transferred to the General Account for the next payment of interest coming due on the Series 2019 Bonds

The Trustee shall invest 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 four (4) Business Days prior to any Interest Payment Date, to the Trustee such amount (including Investment Securities held by Trustee maturing or callable on or before the applicable Interest Payment Date) as shall be necessary to pay the principal and interest coming due on the Series 2019 Bonds on such Interest Payment Date;

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

(c) The amounts, if any, to be transferred to the Rebate Fund as provided in the Arbitrage Rebate Agreement and Section 6.11 hereof; and

(d) After making such payments in paragraphs (a) through (c) above, the Trustee shall make a determination of the amounts reasonably expected to be received in the form of City Bond Payments in the succeeding twelve (12) months and shall transfer all monies in the General Account, excluding capitalized interest remaining in General Account, which, together with such expected receipts for the succeeding 12 months are in excess of the amounts needed to pay principal and interest on the Series 2019 Bonds within the immediately succeeding twelve month period, to the City at the request of the City with the prior written approval of the Bank.

6.6 Operation of the Redemption Account. The Trustee shall deposit in the Redemption Account all moneys received upon the sale or redemption prior to maturity of the City Bond and all other moneys required to be deposited therein pursuant to the provisions of Article IV and Article VI hereof, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Redemption Account as follows: moneys in the Redemption Account shall be used to redeem Series 2019 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 2019 Bonds so redeemed to the date of redemption from the General Account and the Redemption Price from the Redemption Account.

6.7 Operation of the Purchase Account. The Trustee shall deposit in the Purchase Account all moneys required to be deposited therein pursuant to the provisions of Section 2.2 and Article VI hereof, shall invest such funds pursuant to Article VIII hereof, and shall disburse the funds held in the Purchase Account to purchase the City Bond 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 financing set forth in this Indenture have been or will be complied with. Upon purchase of the City Bond, the City will provide for the deposit of such funds in the 2019 Construction Fund of the City established under the City Bond Resolution, which fund will be used by the City to finance the Construction Project. Any amounts remaining in the Purchase

Account after the purchase of the City Bond shall be transferred to the Redemption Account for the redemption of the Series 2019 Bonds.

6.8 [RESERVED]

6.9 [RESERVED]

6.10 Operation of Bond Issuance Expense Account. The Trustee shall deposit in the Bond Issuance Expense Account the moneys required to be deposited therein pursuant to Section 2.2 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 and the written authorization of an Authorized Representative of the City and the Executive Director of the Bank, to pay the Costs of Issuance of the Series 2019 Bonds or to reimburse the Bank for amounts previously advanced for such costs; and

(b) On the date which is thirty (30) days after the date of issuance of the Series 2019 Bonds, any funds remaining in the Bond Issuance Expense Account shall be transferred to the General Account of the General Fund.

6.11 Operation of the Rebate Fund.

(a) The Trustee is authorized to establish and maintain, so long as any Series 2019 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 2019 Bonds and investments hereunder available to the Bank and shall make deposits and disbursements from the Rebate Fund in accordance with the Arbitrage Rebate Agreement and 8.2 hereof, shall invest the Rebate Fund as directed by the City and shall deposit income from such investments immediately upon receipt thereof in the Rebate Fund. Anything in this Indenture to the contrary notwithstanding, the provisions of this Section may be superseded or amended by an amended Arbitrage Rebate Agreement and accompanied by an Opinion of Bond Counsel addressed to the Trustee to the effect that the provisions of the amended Arbitrage Rebate Agreement will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2019 Bonds.

(b) If a deposit to the Rebate Fund is required as a result of the computations made by or on behalf of the Bank pursuant to the Arbitrage Rebate Agreement, 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 or otherwise 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 Arbitrage Rebate Agreement and the investment instructions must be retained by the Trustee until six (6) years after the Series 2019 Bonds are no longer Outstanding.

(c) Not later than sixty (60) days after ____ 1, 20____ and every five (5) years thereafter, the Trustee shall, upon written request of the Bank in accordance with the

Arbitrage Rebate Agreement, pay to the United States of America one hundred percent (100%) 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 to the Rebate Fund has been previously received by the Trustee pursuant to the provisions of Section 6.11(b), and further provided that funds were available in the General Account to fund one hundred percent (100%) of the amount required to be on deposit in the Rebate Fund as of such payment date. Not later than sixty (60) days after the final retirement of the Series 2019 Bonds, the Trustee shall upon written request of the Bank, pay to the United States of America one hundred percent (100%) of the amount owing to the United States of America. 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 2019 Bonds and a statement of the Bank summarizing the determination of the amount to be paid to the United States of America.

6.12 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 Bonds, notice of the redemption of which has been duly given. Such money 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.

6.13 Amounts Remaining in Funds or Accounts. Any amounts remaining in any Fund or Account after full payment of the 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 for any moneys owing to the Bank which shall be paid to such party and except as provided in Section 3.8 hereof.

6.14 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 Bonds and Program Expenses; (b) the actuarial yields on the Outstanding Series 2019 Bonds as the same may relate to any data or conclusions necessary to verify that the Series 2019 Bonds are not arbitrage 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 Bonds. The fees of such independent certified public accountants and Bond Counsel shall constitute reimbursable Program Expenses.

ARTICLE 7

PURCHASE OF CITY BOND

7.1 Terms and Conditions of Purchase. The City Bond purchased by the Bank shall be purchased on the terms and conditions of, and upon submission of the documents required by this Article VII.

7.2 Purchases. The Trustee shall pay the purchase price of the City Bond upon receipt by the Trustee of:

(a) a written requisition of the Bank signed by an Authorized Officer stating to whom payment is to be made and the amount to be paid;

(b) a certificate signed by an officer of the Bank, attached to the requisition and certifying that the City, pursuant to City Bond Purchase Agreement, has sold or will sell the City Bond to the Bank and is obligated to make City Bond Payments and to pay all fees and charges required to be paid to the Bank under the City Bond Resolution, 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 City Bond, 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 City Bond constitutes valid and binding obligation enforceable in accordance with its terms, subject to such enforcement limitations customarily contained in such opinions;

(e) the City Bond, registered as to both principal and interest to the Bank and delivered in accordance with the Act;

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

(g) a signed City Bond Purchase Agreement from the City; and

(h) an executed Arbitrage Rebate Agreement.

Upon receipt of such requisition, transcript, Opinion of Bond Counsel, City Bond and signed documents, the Trustee shall pay such amount directly to the entity entitled thereto as named in such requisition.

7.3 Retention and Inspection of Documents. All requisitions, certificates, transcripts, Opinions of Bond Counsel and the City Bond 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 Beneficial Owner of at least five percent (5%) in principal amount of Outstanding Bonds.

7.4 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 Bonds covering all receipts and all disbursements made pursuant to the provisions of this Article VII in respect of the net proceeds of the Bonds deposited in the Purchase Account. Said report shall be supplemented at least once every sixty (60) days by the Trustee until all of the net proceeds of the Bonds deposited in the Purchase Account shall have been expended. Each such report shall be mailed by the Trustee to the Bank.

ARTICLE 8

INVESTMENT OF MONEYS

8.1 General Provisions.

(a) 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 in writing by the City. 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. The Trustee may make any and all such investments through its bond department or through the bond 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 may not be commingled for the purpose of investment or deposit. The Trustee and the Bank agree that all investments, 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 2019 Bonds to be arbitrage 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 8.1, 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 which shall coincide as nearly as practicable with times at which moneys in such Funds or Accounts will be required for the purposes thereof. 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 and any Accounts created thereunder, will be added to the General Account.

(b) The Bank (a) certifies to the owners of the Series 2019 Bonds from time to time Outstanding that moneys on deposit in any Fund or Account in connection with the Series

2019 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2019 Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Series 2019 Bonds to lose the exclusion from gross income for federal income tax purposes and (b) covenants with the owners of the Series 2019 Bonds from time to time Outstanding that, so long as any of the Series 2019 Bonds remain Outstanding, moneys on deposit in any Fund or Account established in connection with the Series 2019 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2019 Bonds or from any other source, will not be used in any manner which will cause the interest on the Series 2019 Bonds to become subject to federal income taxation.

8.2 Arbitrage Restrictions; Series 2019 Bonds to Remain Tax Exempt.

(a) The Bank shall provide the Trustee with the Arbitrage Rebate Agreement which shall govern the investment of the Funds and Accounts and the application of Section 6.11 hereof.

(b) Without limiting subsection (b) of Section 8.1 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 the Series 2019 Bonds, or with respect to the investment or application of any payments under the City Bond or any other agreement or instrument entered into in connection therewith or with the issuance of the Series 2019 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 the Series 2019 Bonds arbitrage 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 the Series 2019 Bonds.

8.3 Valuation of Investments. For the purpose of determining the amount in any Fund or Account, all Investment Securities credited to such Fund or Account shall be valued at the lesser of (a) the average of the bid and asked prices most recently published prior to the date of determination for those Investment Securities, the bid and asked prices of which are published on a regular basis in The Wall Street Journal, or, if not there, in The New York Times; or (b) the average bid price as of the date of determination by any two nationally recognized government securities dealers selected by the Trustee for those Investment Securities the bid and asked prices of which are not published on a regular basis as set forth in subsection (a) above; or (c) par value (plus, prior to the first payment of interest following purchase, the amount of any accrued interest paid as part of the purchase price) for Investment Securities which are certificates of deposit and bankers acceptances; or (d) for all other Investment Securities the lesser of cost or market value (exclusive of accrued interest paid as part of the purchase price after the first payment of interest following purchase); provided, however, that any repurchase agreements shall be valued, respectively, at the unpaid repurchase price or principal balance collectible pursuant thereto.

ARTICLE 9

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, premium, if any, and interest due and to become due on the 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, premium, if any, and interest on the Bonds.

Any Bond shall be deemed to be paid within the meaning of this Indenture when (a) payment of the principal of (and premium, if any, on) 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 Bonds, including the amount, if any, required to be rebated to the United States of America in accordance with the Arbitrage Rebate Agreement and Section 6.11 hereof, with respect to which such deposit is made shall have been paid or deposited with the Trustee.

Notwithstanding the foregoing, in the case of 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 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 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 Bonds that the deposit required by (b) of the preceding paragraph has been made with the Trustee and that said 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 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 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 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 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 and collected for use and application as are other moneys deposited in the General Account.

With respect to the Series 2019 Bonds, 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 2019 Bonds to be treated as arbitrage bonds within the meaning of Section 148 of the Code. Moreover, no such deposit shall be deemed a payment of 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 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 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 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 Bonds (including interest thereon but excluding any amounts set aside for rebate to the United States of America in accordance with the Arbitrage Rebate Agreement and Section 6.11 hereof) shall be applied to and used solely for the payment of the particular 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 Bonds as aforesaid (whether upon or prior to their maturity or the redemption date of such Bonds), provided that if such Bonds are to be redeemed prior to the 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 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 10

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

10.1 Defaults; Events of Default. If any of the following events occurs, 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 of any Bond whether at the stated maturity thereof or on any date fixed for redemption; or

(c) Failure of the Bank to remit to the Trustee within the time limits prescribed herein any moneys which are required by this Indenture to be so remitted; or

(d) 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 Bonds and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or

(e) 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

(f) 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

(g) 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

(h) 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 60 days; or

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

(j) [Reserved]; or

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

(l) There is an event of default under the City Bond Resolution.

10.2 Remedies: Rights of Bondholders. Upon the occurrence of an Event of Default, the Trustee shall notify the owners of all 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 Bonds then Outstanding, including enforcement of any rights of the Bank or the Trustee under the City Bond.

(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 Bonds and may take such action with respect to the City Bond as the Trustee deems necessary or appropriate and in the best interest of the Bondholders, subject to the terms of the City Bond.

(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 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 and as otherwise required by the Act.

Upon the occurrence of an Event of Default, (a) if requested so to do by the holders of twenty-five percent (25%) or more in aggregate principal amount of all Bonds then Outstanding and if indemnified as provided in Section 11.1(k) hereof, or (b) if indemnified as provided in Section 11.1(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.

10.3 Rights of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, subject to Section 15.1 herein, the Beneficial Owners of a majority in aggregate principal amount of 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, including the Act, and of this Indenture.

10.4 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.

10.5 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 City Bond) 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 the Trustee and any other moneys owed to the Trustee hereunder, be deposited in the General Account and all moneys in such Accounts shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

> **FIRST** - To the payment to the persons entitled thereto of all installments of interest then due on the 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;
>
> **SECOND** - To the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due either at maturity or pursuant to a call for redemption (other than 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 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;

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 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 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.

(b) If the principal of all the 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 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 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 have been paid in full, any balance remaining in the General Account shall be paid as provided in Article VI hereof.

10.6 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 Bonds may be enforced by the Trustee without the possession of any of the 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 Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the owners of all the Outstanding Bonds.

10.7 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 Beneficial Owners of not less than twenty-five percent (25%) in aggregate principal amount of 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 Beneficial Owners of Bonds have offered to the Trustee indemnity as provided in Section 11.1(k) hereof, [(d) the Bond Insurer is in default under the Bond Insurance Policy, and] and (e) the Trustee has refused, or for sixty (60) days after receipt of such request and offer of security and/or 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 security and/or 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 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 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, premium, if any, and interest on any Bond at and after the maturity thereof, or the limited obligation of the Bank to pay the principal of, premium, if any, and interest on each of the Bonds issued hereunder to the respective owners thereof at the time and place, from the source and in the manner expressed in the Bonds.

10.8 Termination of Proceedings. In case the Trustee or any owner of any 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 Bonds shall continue as if no such proceedings had been taken.

10.9 Waivers of Events of Default. The Trustee may, at its discretion waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the Beneficial Owners of (a) more than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of all the 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 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 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 recession shall extend to any subsequent or other Event of Default, or impair any rights consequent thereon.

10.10 Notice of Defaults under Section 10.1(d) or (e); Opportunity of the Bank to Cure Such Defaults. Anything herein to the contrary notwithstanding, no Default under Section 10.1(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 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 concerning 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 11

TRUSTEE

11.1 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 corporate trustee 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 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 or the Trustee), if selected in accordance with the standard set forth above. 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 Bonds, other than the Certificate of Authentication required by Section 3.4 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 Bonds issued hereunder or intended to be secured hereby.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not the Trustee and 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 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 in 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 gross 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 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 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 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 10.2, 10.3 or 10.7 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 and this Indenture. 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 Bonds and any event of default in the payment of principal of and interest on the City Bond.

(n) The Trustee shall have no obligation to file financing statements or continuation statements.

(o) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the discharge of this Indenture and final payment of the Bonds.

11.2 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 Bonds but only as herein 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.

11.3 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 Bonds, the Trustee may intervene on behalf of the Bondholders, and shall do so if requested in writing by the Beneficial Owners of at least twenty-five percent (25%) of the aggregate principal amount of Bonds then Outstanding upon receiving indemnification satisfactory to the Trustee.

11.4 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 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 thirty (30) 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 successor Trustee and by mailing such notice to each Bondholder whereupon a successor or temporary Trustee shall be appointed in accordance with Section 11.7 hereof.

11.5 Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby by giving thirty (30) 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 only take effect upon the appointment of a successor Trustee in accordance with Section 11.7 and acceptance of such appointment by the successor Trustee.

11.6 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 Beneficial Owners of a majority in aggregate principal amount of all Bonds then Outstanding or their attorneys-in-fact duly. Notice of the removal of the Trustee shall be given in the same manner as provided in Section 11.5 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 written action taken by the Bank with such written action to be filed with the Trustee.

11.7 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 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 of such appointment, the Bondholders may appoint a successor Trustee; any such successor 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 successor Trustee shall be given in the same manner as provided by Section 11.5 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 in and incorporated under the laws of the State, duly authorized to exercise trust powers and 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.

11.8 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 11.2 hereof, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and 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, if any.

11.9 Indemnification. The Bank, will, to the fullest extent permitted by law, protect, indemnify and save the Trustee and its respective officers, board members, attorneys, agents, and employees, harmless from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Trustee), taxes, causes of action, suits, claims, demands and judgments of any nature arising from:

(a) violation of any agreement, provision or condition of this Indenture, the City Bond, the Bonds or the City Bond Resolution except a violation by the Trustee;

(b) any statement or information relating to the expenditure of the proceeds of the Series 2019 Bonds contained in the "Tax Certificate" or similar document furnished by the City to the Bank which, at the time made, is misleading, untrue or incorrect in any material respect; and

(c) any untrue statement or alleged untrue statement of a material fact contained in any offering material relating to the sale or remarketing of the 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 Bonds or failure to comply with any licensing or other law or regulation which would affect the manner whereby or to whom the Bonds could be sold.

Promptly after receipt by the Trustee of notice of the commencement of any action with respect to which security and/or 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 security and/or 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, which approval shall not be unreasonably withheld. 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 11.9 shall survive the payment and discharge of the City Bond and the Bonds.

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 Bonds, and the successor Trustee shall become such Trustee, registrar and paying agent.

ARTICLE 12

SUPPLEMENTAL INDENTURES

12.1 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 Bonds and does not require unanimous consent of the Bondholders pursuant to Section 12.2 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 (1) as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or, (2) to preserve the status of the interest on any Series 2019 Bond as exempt from inclusion in gross income of the holders thereof for federal income tax purposes, or (3) to permit the qualification of the 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, or, (4) if so determined, 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 Bonds.

12.2 Supplemental Indentures Requiring Consent of Bondholders. Exclusive of Supplemental Indentures provided for by Section 12.1 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 Bonds then Outstanding which are affected (exclusive of 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, 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 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 Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indenture, or (e) the creation of any lien securing any Bonds other than a lien ratably securing all of the 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 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 Bonds Outstanding at the time of the execution of any such Supplemental Indenture (exclusive of Bonds held by the Bank) shall have consented to and approved the execution of such Supplemental Indenture as provided in Section 15.1 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 13

[INSERT ANY BOND INSURANCE PROVISIONS]

ARTICLE 14

[RESERVED]

ARTICLE 15

MISCELLANEOUS

15.1 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 an agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of 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 Bonds and the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register of the Bank maintained by the Trustee pursuant to Section 3.6 hereof.

15.2 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 Bonds is intended or shall be construed to give to any person or company other than the parties hereto, and the owners of the 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 Bonds as herein provided.

15.3 Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be illegal, 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.

15.4 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 Underwriter 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.

15.5 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 Bonds.

15.6 Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be in the city of payment a Saturday, Sunday or a legal holiday 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 date of maturity or the date fixed for redemption.

15.7 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.

15.8 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 in accordance with provisions of this Indenture.

It is not the intent of this Section 15.8, or any other Section of this Indenture, to create a power of attorney relationship between the Bank and the Trustee.

15.9 Applicable Provisions of Law. This Indenture shall be governed by and construed in accordance with the laws of the State.

[The remainder of this page left intentionally 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 to the Indenture of Trust, by and between, the Mississippi Development Bank and _____, as Trustee, dated _____, 2019.

_____,
as Trustee

By: _____
Title: _____

Signature page to the Indenture of Trust, by and between, the Mississippi Development Bank and _____, as Trustee, dated _____, 2019.

STATE OF MISSISSIPPI

COUNTY OF HINDS

On the ____th day of _____, 2019, before me, a Notary Public in and for said County, personally appeared E. F. Mitcham, Jr. and Larry W. Mobley to me personally known, who, being by me first duly sworn, did say that they are the Executive Director and Secretary, respectively, of the Mississippi Development Bank, the Bank named in and which executed the foregoing Indenture, 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:

(SEAL)

STATE OF MISSISSIPPI

COUNTY OF _____

On the __th day of _____, 2019, before me, a Notary Public in and for said County, personally appeared _____ to me personally known, who, being by me first duly sworn, did say that he/she is the _____ of _____, _____, Mississippi, 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:

_____

(SEAL)

EXHIBIT A
FORM OF CITY BOND

[BOND FORM]

CITY BOND PURCHASE AGREEMENT

THIS CITY BOND PURCHASE AGREEMENT (this "**Agreement**") is dated _____, 2019, by and between the **MISSISSIPPI DEVELOPMENT BANK**, a public body corporate and politic (the "**Bank**"), created pursuant to the provisions of Sections 31-25-1 *et seq*., Mississippi Code of 1972, as amended (hereinafter referred to as the "**Bank Act**"), having its principal place of business in the City of Jackson, Mississippi, and the **CITY OF HATTIESBURG, MISSISSIPPI** (the "**City**"), a local governmental unit under the Act.

WITNESSETH:

WHEREAS, pursuant to the Bank Act, the Bank is authorized to purchase securities (as defined in the Bank Act) issued by local governmental units (as defined in the Bank Act); and

WHEREAS, the City has duly authorized the issuance of its general obligation bond designated the City of Hattiesburg, Mississippi General Obligation Bond, Series 2019 in the form of one fully registered bond, in the principal amount of _____ Dollars ($_____,000) (the "**City Bond**") as authorized by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "**City Bond Act**" and together with the Bank Act, the "**Act**") and the Bank Act; and

WHEREAS, the City Bond is expected to be purchased by the Bank in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Bank has adopted a resolution approving an Indenture of Trust (the "**Indenture**"), dated _____, 2019, by and between the Bank and _____ Bank, _____, Mississippi (the "**Trustee**"), authorizing the issuance of its $_____,000 Mississippi Development Bank Special Obligation Bonds, Series 2019 (Hattiesburg, Mississippi General Obligation Bond Project) (the "**Bank Bonds**"), the proceeds of which will be used to purchase the City Bond.

NOW, THEREFORE, the Bank and the City agree:

1. Subject to the terms and conditions of this Agreement, the Bank hereby agrees to purchase the City Bond and the City hereby agrees to sell to the Bank the City Bond at the price of $_____,000 and less $____,000.00 for deposit to the Bond Issuance Expense Account (as defined in the Indenture); which equals the balance of $_____,000.00 to be deposited on behalf of the City into the 2019 Construction Fund, as defined in and pursuant to that certain Bond Resolution (the "**City Bond Resolution**"), adopted by the Mayor and the City Council of the City on November 6, 2018. The terms of the City Bond are set forth in the City Bond Resolution and incorporated herein by reference.

2. The City will take all action required by law to enable it to issue and sell the City Bond to be purchased by the Bank, and the City's obligation to issue and sell the City Bond and the Bank's obligation to purchase the City Bond are expressly contingent upon the City's taking all steps and receiving all approvals required by the laws of the State of Mississippi to issue the City Bond.

3. To the extent the City Bond is subject to the rebate requirement as set for in Section 148(f) of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder (the "**Rebate Requirement**"), the City agrees to pay the Bank for prompt payment to or to provide evidence to the Bank of payment to the United States of the Rebate Requirement determined by the City to result from the investment of moneys held by the City that constitute gross proceeds of the Bank Bonds. The City agrees to provide documentation to the Bank relative to the computation of the Rebate Requirement and payment of such Rebate Requirement when required.

4. At such time as the Bank shall reasonably request, and in any event prior to the delivery to the Bank of the City Bond, which City Bond shall be in the form set forth in the City Bond Resolution and registered in the name of _____ Bank, _____, Mississippi as the assignee of the Bank, the City shall furnish to the Bank a transcript of proceedings and an opinion of bond counsel satisfactory to the Bank which shall set forth, among other things, the unqualified approval of the validity and authorized issuance of the City Bond. The City shall bear the cost of obtaining such bond counsel's opinion.

5. The City and the Bank agree that the City Bond and the payments to be made thereon may be pledged or assigned by the Bank only under and to the extent provided in the Indenture.

6. The City agrees to furnish to the Bank as long as the City Bond remains outstanding annual financial reports, audit reports and such other financial information as is reasonably requested by the Bank, including information which may concern the tax-exempt status of the Bank Bonds and the City's and the Bank's obligation to rebate excess earnings according to the Rebate Requirement.

7. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of the Agreement and this Agreement shall be construed and in force as if such invalid or unenforceable provision had not been contained herein.

8. If the Bank does not deliver said Bank Bonds and receive payment therefor on or before _____, 2019, the City may rescind this Agreement by giving written notice of such rescission to the Executive Director of the Bank. The Bank is obligated to purchase the City Bond solely from proceeds of the Bank Bonds.

9. This Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. The Bank and the City each agree that it will execute any and all documents or other instruments and take such other actions as may be necessary to give effect to the terms of this Agreement.

10. No waiver by either the Bank or the City of any term or condition of this Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the

same or of a different section, subsection, paragraph, clause, phrase or other provision of this Agreement.

11. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Bank and the City relating to the subject matter hereof and constitutes the entire agreement between the Bank and the City in respect hereof.

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IN WITNESS WHEREOF, we have set our hands unto this City Bond Purchase Agreement as of the day first above written.

MISSISSIPPI DEVELOPMENT BANK

(SEAL)

By: _____
Executive Director

ATTEST:

_____
Secretary

CITY OF HATTIESBURG, MISSISSIPPI

By:_____
Mayor

ATTEST:

_____
City Clerk

(SEAL)

Signature Page to City Bond Purchase Agreement by and between Mississippi Development Bank and the City of Hattiesburg, Mississippi.

PRELIMINARY OFFICIAL STATEMENT
DATED _____, 20__

NEW ISSUE-BOOK-ENTRY ONLY

UNDERLYING RATING – Moody's: "___"
INSURED RATING – S&P: "___"
(See "RATING" and "BOND INSURANCE" herein)

In the opinion of Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and continuing compliance with certain covenants, interest on the Series 2019 Bonds (as defined below) is excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code (as defined herein). Such excludability is conditioned on continuing compliance with certain tax covenants of the Bank (as defined below) and the City (as defined below). In the opinion of Bond Counsel under existing laws, regulations, rulings and judicial decisions, interest on the Series 2019 Bonds is exempt from income taxation in the State of Mississippi. See "TAX MATTERS" herein and "APPENDIX D - FORM OF BOND COUNSEL OPINION" attached hereto.

$_____
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2019
(HATTIESBURG, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)

Dated: Date of Delivery **DUE: _____ 1, as shown on inside front cover**

The Mississippi Development Bank Special Obligation Bonds, Series 2019 (Hattiesburg, Mississippi General Obligation Bond Project) (the "**Series 2019 Bonds**"), are being issued by the Mississippi Development Bank (the "**Bank**"), will be dated the date of delivery thereof and will bear interest from that date to their respective maturities in the amounts and at the rates set forth on the inside cover. The Series 2019 Bonds will be dated the date of delivery, and will bear interest from that date to their respective maturities in the amounts and at the rates set forth below. The Series 2019 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 2019 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 2019 Bonds will not receive physical delivery of certificates representing their interests in the Series 2019 Bonds. Interest on the Series 2019 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 2019 Bonds, interest, together with the principal of and redemption premium, if any, on the Series 2019 Bonds will be paid directly to DTC by _____, ____, Mississippi, Trustee under the Indenture, all as defined and more fully described herein under the caption, "DESCRIPTION OF THE SERIES 2019 BONDS -- Book-Entry-Only System."

The scheduled payment of the principal of and interest on the Series 2019 Bonds when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Series 2019 Bonds by _____ ("___").

[Insert Bond Insurer Logo, if applicable]

The Series 2019 Bonds are issued by the Bank for the principal purpose of providing funds for the purchase of the City Bond (as defined herein) being issued by the City of Hattiesburg, Mississippi (the "**City**"), as more fully described in this Official Statement.

The Series 2019 Bonds are subject to redemption prior to maturity as more fully described herein. See "DESCRIPTION OF THE SERIES 2019 BONDS -- Redemption."

THE SERIES 2019 BONDS ARE LIMITED AND SPECIAL OBLIGATIONS OF THE BANK AND ARE PAYABLE SOLELY OUT OF THE TRUST ESTATE OF THE BANK PLEDGED THEREFOR UNDER THE INDENTURE, INCLUDING THE CITY BOND AND PAYMENTS DERIVED THEREFROM, AS MORE FULLY DESCRIBED HEREIN. THE SERIES 2019 BONDS DO NOT CONSTITUTE A DEBT, LIABILITY OR LOAN OF THE CREDIT OF THE BANK, THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION THEREOF UNDER THE CONSTITUTION AND LAWS OF THE STATE OF MISSISSIPPI, OR A PLEDGE OF THE FULL FAITH AND CREDIT, TAXING POWER OR MORAL OBLIGATION OF THE BANK, THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION THEREOF; PROVIDED, HOWEVER, THAT THE CITY BOND IS SECURED BY THE FULL FAITH AND CREDIT AND TAXING POWER OF THE CITY. THE SOURCES OF PAYMENT OF, AND SECURITY FOR, THE SERIES 2019 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 2019 Bonds are offered subject to the final approval of the legality thereof by Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel. Certain legal matters will be passed upon for the Bank by Balch & Bingham LLP, Jackson, Mississippi, its counsel, and for the City by Moran M. Pope III, Hattiesburg, Mississippi. Government Consultants, Inc., Madison, Mississippi, serves as the Municipal Advisor to the Bank in connection with the sale and issuance of the Series 2019 Bonds. The Series 2019 Bonds are expected to be available in definitive form for delivery on or about _____, 2019.*

RAYMOND JAMES®

The date of this Official Statement is _____, ___.

*Preliminary, subject to change.

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

SERIES 2019 BONDS

MATURITY SCHEDULE

Year of Maturity	Principal Amount	Interest Rate	Yield	CUSIP*
2020	0			
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				

TERM BONDS

$____,000 @ ____% due ____ 1, 20___, Priced to Yield @ ___%, Cusip No. _____

$____,000 @ ____% due ____ 1, 20___, Priced to Yield @ ___%, Cusip No. _____

---

* The CUSIP numbers listed above are being provided solely for the convenience of the holders of the Series 2019 Bonds only, and the Bank, the City and the Underwriter does not make any representation with respect to such CUSIP numbers or undertake any responsibility for their accuracy. The CUSIP numbers are subject to being changed after the issuance of the Series 2019 Bonds as a result of various subsequent actions, including but not limited to a refunding in whole or in part of the Series 2019 Bonds.

THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFERING OF ANY SECURITY OTHER THAN THE ORIGINAL OFFERING OF THE SERIES 2019 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 2019 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 2019 BONDS SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THE INFORMATION HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF.

THE UNDERWRITER HAS PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT. THE UNDERWRITER HAVE REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS A PART OF, ITS RESPONSIBILITIES UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. INFORMATION HEREIN HAS BEEN OBTAINED FROM THE BANK, THE CITY, DTC AND OTHER SOURCES BELIEVED TO BE RELIABLE, BUT THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION IS NOT GUARANTEED BY THE UNDERWRITER.

UPON ISSUANCE, THE SERIES 2019 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 2019 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 2019 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 UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2019 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 PRICES AT WHICH THE SERIES 2019 BONDS ARE OFFERED TO THE PUBLIC BY THE UNDERWRITER (AND THE YIELDS RESULTING THEREFROM) MAY VARY FROM THE INITIAL PUBLIC OFFERING PRICES OR YIELDS APPEARING ON THE INSIDE COVER PAGE HEREOF. IN ADDITION, THE UNDERWRITER MAY ALLOW CONCESSIONS OR DISCOUNTS FROM SUCH INITIAL PUBLIC OFFERING PRICES TO DEALERS AND OTHERS.

THIS OFFICIAL STATEMENT CONTAINS FORECASTS, PROJECTIONS AND ESTIMATES THAT ARE BASED ON EXPECTATIONS AND ASSUMPTIONS WHICH EXISTED AT THE TIME SUCH FORECASTS, PROJECTIONS AND ESTIMATES WERE PREPARED. IN LIGHT OF THE IMPORTANT FACTORS THAT MAY MATERIALLY AFFECT ECONOMIC CONDITIONS OF THE STATE, THE UNITED STATES OF AMERICA, AND THE CITY THE INCLUSION IN THIS OFFICIAL

STATEMENT OF SUCH FORECASTS, PROJECTIONS AND ESTIMATES SHOULD NOT BE REGARDED AS A REPRESENTATION BY THE BANK, THE CITY OR THE UNDERWRITER THAT SUCH FORECASTS, PROJECTIONS AND ESTIMATES WILL OCCUR. SUCH FORECASTS, PROJECTIONS AND ESTIMATES ARE NOT INTENDED AS REPRESENTATIONS OF FACT OR GUARANTEES OF RESULTS.

IF AND WHEN INCLUDED IN THIS OFFICIAL STATEMENT, THE WORDS "EXPECTS," "FORECASTS," "PROJECTS," "INTENDS," "ANTICIPATES, "ESTIMATES" AND ANALOGOUS EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS AND ANY SUCH STATEMENTS INHERENTLY ARE SUBJECT TO A VARIETY OF RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE PROJECTED. SUCH RISKS AND UNCERTAINTIES INCLUDE, AMONG OTHERS, GENERAL ECONOMIC AND BUSINESS CONDITIONS, CHANGES IN POLITICAL, SOCIAL AND ECONOMIC CONDITIONS, REGULATORY INITIATIVES AND COMPLIANCE WITH GOVERNMENTAL REGULATIONS, LITIGATION AND VARIOUS OTHER EVENTS, CONDITIONS AND CIRCUMSTANCES, MANY OF WHICH ARE BEYOND THE CONTROL OF THE BANK AND THE CITY. THESE FORWARD-LOOKING STATEMENTS SPEAK ONLY AS OF THE DATE OF THIS OFFICIAL STATEMENT. THE BANK DISCLAIMS ANY OBLIGATION OR UNDERTAKING TO RELEASE PUBLICLY ANY UPDATES OR REVISIONS TO ANY FORWARD-LOOKING STATEMENT CONTAINED HEREIN TO REFLECT ANY CHANGE IN THE BANK'S EXPECTATIONS WITH REGARD THERETO OR ANY CHANGE IN EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH ANY SUCH STATEMENT IS BASED.

THE ORDER AND PLACEMENT OF MATERIALS IN THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, ARE NOT TO BE DEEMED A DETERMINATION OF RELEVANCE, MATERIALITY OR IMPORTANCE, AND THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, MUST BE CONSIDERED IN ITS ENTIRETY. THE CAPTIONS AND HEADINGS IN THIS OFFICIAL STATEMENT ARE FOR CONVENIENCE OF REFERENCE ONLY, AND IN NO WAY DEFINE, LIMIT OR DESCRIBE THE SCOPE OR INTENT, OR AFFECT THE MEANING OR CONSTRUCTION, OF ANY PROVISION OR SECTIONS OF THIS OFFICIAL STATEMENT. THE OFFERING OF THE SERIES 2019 BONDS IS MADE ONLY BY MEANS OF THIS OFFICIAL STATEMENT.

_____ ("_____") MAKES NO REPRESENTATION REGARDING THE SERIES 2019 BONDS OR THE ADVISABILITY OF INVESTING IN THE SERIES 2019 BONDS. IN ADDITION, ____ 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 BAM, SUPPLIED BY BAM AND PRESENTED UNDER THE HEADING "BOND INSURANCE" AND "APPENDIX G - SPECIMEN MUNICIPAL BOND INSURANCE POLICY".

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OFFICIAL STATEMENT

$_____
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2019
(HATTIESBURG, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)

INTRODUCTION

The purpose of this Official Statement, including its APPENDICES, is to set forth certain information concerning the sale and issuance by the Mississippi Development Bank (the "**Bank**") of its Mississippi Development Bank Special Obligation Bonds, Series 2019 (Hattiesburg, Mississippi General Obligation Bond Project) (the "**Series 2019 Bonds**"), issued in the aggregate principal amount of $_____.

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 2019 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 (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 Bank Act, the purpose of the Bank is to assist "local governmental units," as defined in the Bank 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, such as the City, through programs of purchasing the bonds, notes or evidences of indebtedness of such local governmental units under agreements between such local governmental units and the Bank. The entity described in APPENDIX A (the "**City**") is such a local governmental unit.

Sources of Payment and Security for the Series 2019 Bonds

The Series 2019 Bonds will be issued by and under and secured by an Indenture of Trust dated the date of delivery (the "**Indenture**"), by and between the Bank and _____, _____, Mississippi, as Trustee (the "**Trustee**"). The principal of, redemption premium, if any, and interest on any and all of the Series 2019 Bonds, together with any additional bonds or refunding bonds (the "**Refunding Bonds**") that may be authorized and issued by the Bank under the Indenture on a parity with the Series 2019 Bonds (collectively, the "**Bonds**"), are payable from those revenues and funds of the Bank which, together with the general obligation bond issued by the City (the "**City Bond**"), as defined and described herein, pursuant to Sections 21-33-301 et seq., Mississippi Code of 1972, as amended (the "**City Bond Act**" and together with the Bank Act, the "**Act**"), are pledged pursuant to the Indenture for the benefit of the owners of the Series 2019 Bonds without priority. The full faith and 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 2019 Bonds. The Series 2019 Bonds are not a debt, liability, loan of the credit or pledge of the full faith and credit, moral obligation of the State or of any political subdivision; provided, however, that the City Bond is secured by the full faith and credit and taxing power of the City. The Bank has no taxing power and has only those powers and sources of revenue set forth in the Bank Act. The Series 2019 Bonds are issued and secured separately from any other obligations issued by the Bank.

The Series 2019 Bonds are secured by the pledge of the Trust Estate established under the Indenture (the "**Trust Estate**"), defined to be (i) 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 City Bond 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 2019 Bonds will be secured equally and ratably by all of the foregoing. The sources of payment for the Series 2019 Bonds are further described under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2019 BONDS," and "APPENDIX C."

The principal of and interest on the City Bond are payable out of certain revenues as hereinafter defined. The following City Bond is scheduled to be purchased with proceeds of the Series 2019 Bonds: $_____ City of Hattiesburg, Mississippi General Obligation Bond, Series 2019 (the "**City Bond**"). The sources of payment on the City Bond are further described under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2019 BONDS" and "APPENDIX C."

[Bond Insurance Policy

Concurrently with the issuance of the Series 2019 Bonds, _____ ("____") will issue its Municipal Bond Insurance Policy for the Bonds (the "**Bond Insurance Policy**"). The Bond Insurance Policy guarantees the scheduled payment of principal of and interest on the Series 2019 Bonds when due as set forth in the form of the Bond Insurance Policy included in APPENDIX G to this Official Statement. See 'BOND INSURANCE" AND APPENDIX G – SPECIMEN MUNICIPAL BOND INSURANCE POLICY" herein.]

Purpose of the Series 2019 Bonds

The Series 2019 Bonds are being issued pursuant to the Act to purchase the City Bond to provide funds for (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, and purchasing buildings and land therefor; (iii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (iv) constructing bridges and culverts; and (v) for other authorized purposes under the City Bond Act and the Bank Act (the "**Construction Project**"), [(b) funding capitalized interest,] and (c) paying costs of issuance of the Series 2019 Bonds and the City Bond, [including the payment for the Bond Insurance Policy].

Authority for Issuance

The Series 2019 Bonds are issued pursuant to the provisions of the Act and the Indenture.

Description of the Series 2019 Bonds

Redemption. The Series 2019 Bonds are subject to redemption as set forth hereinafter under the caption "DESCRIPTION OF THE SERIES 2019 BONDS -- Redemption."

Denominations. The Series 2019 Bonds will be issued in denominations of $5,000 or any integral multiple thereof.

Registration, Transfers, and Exchanges. The Series 2019 Bonds will be issued only as fully registered bonds and, when issued, will be registered in the name of Cede & Co., as nominee for DTC. Purchases of beneficial interests in the Series 2019 Bonds will be made in book entry only form. Purchasers of beneficial interests in the Series 2019 Bonds will not receive physical delivery of certificates representing their respective interests in the Series 2019 Bonds.

Payments. Interest on the Series 2019 Bonds is payable on ____ 1 and _____ 1 of each year, and, so long as DTC or its nominee is the Registered Owner of the Series 2019 Bonds, such interest, together with the principal of and redemption premium, if any, on the Series 2019 Bonds will be paid directly to DTC by _____, _____, Mississippi, as Trustee under the Indenture. The final disbursement of such payments to the Beneficial Owners of the Series 2019 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 2019 BONDS -- Book-Entry-Only System."

For a more complete description of the Series 2019 Bonds and the basic documentation pursuant to which the Series 2019 Bonds are being issued, see the captions "DESCRIPTION OF THE SERIES 2019 BONDS," "REVENUES, FUNDS AND ACCOUNTS," and "OPERATION OF FUNDS AND ACCOUNTS," in this Official Statement.

Tax Exemption

In the opinion of Bond Counsel, under existing laws, regulations, rulings, and judicial decisions, interest on the Series 2019 Bonds is excludable from gross income for federal tax purposes, with such excludability conditioned upon continuing compliance with certain tax covenants of the Bank and the City. Interest on the Series 2019 Bonds is not an item of tax preference for purposes of the federal alternative minimum tax; however, for tax year beginning before January 1, 2018, interest on the Series 2019 Bonds is included in determining adjusted current earnings for purposes of computing the alternative minimum taxable income on corporations.

Under existing laws, regulations, rulings, and judicial decisions, interest on the Series 2019 Bonds is exempt from State income taxation.

For a more complete description of the opinion of Bond Counsel and certain other income tax consequences incident to the ownership of the Series 2019 Bonds, see the caption "TAX MATTERS" in this Official Statement. See "APPENDIX D" for the proposed form of Bond Counsel opinion.

Professionals Involved in the Offering

_____, _____, Mississippi, will act as Trustee under the Indenture for the Series 2019 Bonds. Government Consultants, Inc., Madison, Mississippi, is employed as Municipal Advisor to the Bank (the "**Municipal Advisor**") with respect to the Series 2019 Bonds. Certain proceedings in connection with the issuance of the Series 2019 Bonds are subject to the approval of Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel (the "**Bond Counsel**"). Certain legal matters will be passed upon for the Bank by Balch & Bingham LLP, Jackson, Mississippi and for the City by, Moran M. Pope III,

Hattiesburg, Mississippi. See the caption "LEGAL MATTERS" and "MISCELLANEOUS" in this Official Statement.

Offering and Delivery of the Series 2019 Bonds

Subject to the final approval of the legality thereof by Bond Counsel, the Series 2019 Bonds are expected to be available in definitive form for delivery on or about _____, 20__.

Risks to the Owners of the Series 2019 Bonds

There are certain risks involved in the ownership of the Series 2019 Bonds which should be considered by prospective purchasers. The ability of the Bank to pay principal of, redemption premium, if any, and interest on the Series 2019 Bonds depends primarily upon the receipt by the Bank of City Bond payments (the "**City Bond Payments**") from the City participating in the program (the "**Program**") which is obligated to make such payments 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 Revenues to make the required City Bond Payments. See the caption, "SECURITY AND SOURCES OF PAYMENT." 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 2019 Bonds. See the caption "RISKS TO THE OWNERS OF THE SERIES 2019 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 E.F. Mitcham, Executive Director, Mississippi Development Bank, 735 Riverside Drive, Suite 300, Jackson, Mississippi 39202, telephone (601) 355-6232.

NO DEALER, BROKER, SALESMAN OR OTHER REPRESENTATIVE OF THE UNDERWRITER 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 2019 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, THE CITY, DTC 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.

THE SERIES 2019 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED.

Format of Official Statement

There follows in this Official Statement a description of the security and sources of payment for the Series 2019 Bonds, the purposes and operation of the Bank's Program to be financed out of the proceeds of the Series 2019 Bonds, the Bank, and summaries of certain provisions of the Series 2019 Bonds, the Indenture, and certain provisions of the Act. All discussions of the Act and the Indenture are qualified in their entirety by reference to the Act and the Indenture, copies of which are available from the Bank, and all discussions of the Series 2019 Bonds are qualified in their entirety by reference to the definitive form and the information with respect to the Series 2019 Bonds contained in the Indenture. Certain information relating to the City is set forth in "APPENDIX A," certain financial and economic information relating to the City is set forth in "APPENDIX B," the form of the City Bond Resolution and the City Bond is set forth in "APPENDIX C," the proposed form of opinion of Bond Counsel with respect to the Series 2019 Bonds is set forth in "APPENDIX D," certain definitions of certain terms used in this Official Statement are set forth in "APPENDIX E" and the form of the continuing disclosure certificate of the City as set forth in "APPENDIX F", and the form of the Bond Insurance Policy is set forth in 'APPENDIX G – 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 2019 Bonds.

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2019 BONDS

General

The Series 2019 Bonds are payable only out 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 2019 Bonds. The Series 2019 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 full faith and credit and taxing power or moral obligation of the State or any political subdivision thereof; provided, however, that the City Bond is a general obligation of the City. The Bank has no taxing power. The sources of payment of, and security for, the Series 2019 Bonds are more fully described below.

Under the Indenture, the Series 2019 Bonds are secured by a pledge to the Trustee of the City Bond and all City Bond Payments, as described herein. In addition, the Indenture pledges to the payment of the Series 2019 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 to be pledged by the Bank to the Trustee as security under the Indenture, to the extent of any such pledge.

The City and the City Bond

From the proceeds of the Series 2019 Bonds, the Bank intends to purchase and, upon purchase, will pledge to the Trustee the City Bond of the City, as described in "APPENDIX C."

Provisions for Payment of the City Bond

The City Bond will be a general obligation of the City. The City Bond Resolution provides that the City is unconditionally obligated to make payments secured by the full faith and credit of the City in an aggregate amount sufficient, with any other funds available therefor, for the payment in full of the principal of, premium, if any, and interest on all Series 2019 Bonds issued and Outstanding under the Indenture, to the date of payment thereof, and certain costs, expenses and charges of the Bank and the Trustee.

In the City Bond Resolution, the City covenants to levy a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of premium, if any, and the interest on the City Bond and any additional obligations of the City under the City Bond Resolution; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the 2019 Bond Fund of the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the City Bond Resolution. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are irrevocably pledged in the City Bond Resolution for the payment of the principal of, premium, if any, and interest on the City Bond and any additional obligations of the City as aforesaid as the same shall respectively mature and accrue.

The City Bond will never, within the meaning of any constitutional or statutory limitation, be 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 or moral obligation of the State or any political subdivision thereof is pledged to the payment of the principal, premium, if any, and interest on the City Bond; provided, however, that the City Bond is a general obligation of the City. The City Bond initially issued under the City Bond Resolution shall be issued for the purposes of providing funds to finance costs of the (i) Construction Project [(ii) pay capitalized interest] and (iii) payment of costs of issuance of the Series 2019 Bonds and the City Bond, [including the premium for the Bond Insurance Policy].

The issuance of the City Bond shall be authorized by resolution of the Mayor and City Council of the City (the "**Governing Body**") adopted pursuant to the Act. See "APPENDIX C" for further description of the City Bond.

RISKS TO THE OWNERS OF THE SERIES 2019 BONDS

General

The Series 2019 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 City Bond Payments payable by the City on the City Bond pursuant to the City Bond Resolution. No reserve fund has been established for the payment of debt service on the Series 2019 Bonds or the City Bond. Purchasers of the Series 2019 Bonds are advised of certain risk factors with respect to the City Bond.

In addition, purchasers of the Series 2019 Bonds are advised of certain additional information in connection with the City as set forth in "APPENDIX A" and "APPENDIX B."

City Bond

The ability of the Bank to pay principal of, redemption premium, if any, and interest on the Series 2019 Bonds depends primarily upon the receipt by the Bank of City Bond Payments from the City which is obligated under the City Bond Resolution to make such payments to the Bank, together with earnings on the amounts in the Funds and Accounts created under the Indenture sufficient to make such payments. There is no Indenture Fund or Account 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 City Bond Payments, and there is no source from which the General Fund will be replenished except the City Bond Payments and investment income on moneys in the Funds and Accounts; and further, no reserve fund is created in the Indenture or the City Bond Resolution to pay debt service on the Series 2019 Bonds or the City Bond.

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 2019 Bonds from gross income or federal income tax purposes. Failure by the Bank to comply with such covenants could cause the interest on the Series 2019 Bonds to be includable in gross income for federal income tax purposes retroactive to the date of issuance. Further, the City has covenanted in the City Bond Resolution that it will comply with certain requirements under the Code to ensure continuing excludability from gross income for federal income tax purposes of interest on the Series 2019 Bonds. Failure by the City to comply with such requirements could cause the interest on such Series 2019 Bonds to be includable in gross income for federal income tax purposes retroactive to the date of issuance. See the caption "TAX MATTERS."

Remedies

The remedies available to the Trustee, to the Bank or to the owners of the Series 2019 Bonds upon an Event of Default under the Indenture or under the terms of the City Bond purchased by the Bank 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 the Bankruptcy Code, the remedies provided in the Indenture and under the City Bond may not be readily available or may be limited.

Certain Bankruptcy Risks

In the event the City were to become a debtor under the Bankruptcy Code, payments under the City Bond Resolution 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 acquired after the commencement of such a bankruptcy case or within ninety (90) days prior thereto. Under existing Constitutional and statutory law and judicial decisions, including specifically the Bankruptcy Code, the remedies provided in the City Bond Resolution and the Indenture may not be readily available or may be limited. The various legal opinions delivered concurrently with the delivery of the City Bond will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally. 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 City Bond Resolution, the Indenture, 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 2019 Bonds.

Limitation on Enforceability of Security Interests

The remedies available upon an Event of Default under the Indenture and the City Bond Resolution 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 the Bankruptcy Code, the remedies provided in the Indenture and the City Bond Resolution may not be readily available or may be limited. The various legal opinions delivered concurrently with the delivery of the Series 2019 Bonds and the City Bond may be qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

The pledge of the full faith and credit granted by the City in the City Bond Resolution may be limited by a number of factors, including the ability to collect levied taxes. Under current law, such a pledge and assignment as attempted to be effected by the City Bond Resolution 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 taxes and other revenues of the City received within ninety (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) sales, liens and/or pledges made by the City. If an Event of Default does occur, it is uncertain that the Trustee could successfully obtain an adequate remedy at law or in equity.

Failure to Compel the Levy of Taxes on the City Bond

The City Bond will be a general obligation of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the 2019 Bond Fund of the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the City Bond Resolution. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest of the City Bond as the same falls due.

The qualified electors of the State of Mississippi voted in a general election held on November 7, 1995, to amend the Mississippi Constitution of 1890 (the "**Constitution**") to add the following new Section 172A (the "**Amendment**"):

> SECTION 172A. Neither the Supreme Court nor any inferior court of this state shall have the power to instruct or order the state or any political subdivision thereof, or an official of the state or any political subdivision, to levy or increase taxes.

The Amendment does not affect the underlying obligation to pay the principal of and interest on the City Bond as it matures and becomes due, nor does it affect the obligation to levy a tax sufficient to accomplish that purpose. However, even though it appears that the Amendment was not intended to affect remedies of a holder of the City Bond in the event of a payment default, it potentially prevents such holder from obtaining a writ of mandamus to compel the levying of taxes to pay the principal of and interest on the City Bond in a Court of the State of Mississippi. It is not certain whether the Amendment would affect the right of a Federal Court to direct the levy of a tax to satisfy a contractual obligation. Other effective remedies are available to the holder of the City Bond in the event of a payment default with respect to the City Bond. For example, such holder can seek a writ of mandamus to compel the City to use any legally available moneys to pay the debt service on the City Bond, and if such writ of mandamus is issued and public officials fail to comply with such writ, then such public officials may be held in contempt of court. In addition, pursuant to Mississippi Constitution §175, all public officials who are guilty of willful neglect of duty may be removed from office.

DESCRIPTION OF THE SERIES 2019 BONDS

General Description

The Series 2019 Bonds are issuable under the Indenture as fully registered bonds. When issued, the Series 2019 Bonds will be registered in the name of and held by Cede & Co., as nominee for DTC. Purchases of beneficial interests from DTC in the Series 2019 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 2019 Bonds will mature in the amounts and on the dates, and bear interest at the rates per annum, set forth on the cover page of this Official Statement. Interest on the Series 2019 Bonds will be payable semiannually on _____ 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 2019 Bond will be dated the day of delivery. If any Series 2019 Bond is authenticated on or prior to the day of delivery, it will bear interest from such date. Each Series 2019 Bond authenticated after the day of delivery, will bear interest from the most recent date on which interest was payable (the "**Interest Payment Date**") and has been paid on or prior to the date of authentication of such Series 2019 Bond, unless such Series 2019 Bond is authenticated after the fifteenth day of the calendar 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 2019 Bond will bear interest from such following Interest Payment Date.

So long as DTC or its nominee is the Registered Owner of the Series 2019 Bonds, payments of the principal of, redemption premium, if any, and interest on the Series 2019 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 2019 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.

If the Series 2019 Bonds are no longer in a book-entry-only system, the principal of the Series 2019 Bonds will be payable upon maturity or redemption at the principal corporate trust office of the Trustee in ____, Mississippi, and interest on the Series 2019 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 2019 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.

Book-Entry-Only System

Unless and until the book-entry-only system has been discontinued, the Series 2019 Bonds will be available only in book-entry form in principal amounts of $5,000 or any integral multiple thereof. DTC will initially act as securities depository for the Series 2019 Bonds. The Series 2019 Bonds will be initially issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee). One fully-registered Series 2019 Bond will be issued for each maturity of the Series 2019 Bonds and will be deposited with DTC or pursuant to DTC's FAST registration procedures.

The information provided under this caption has been provided by DTC. No representation has been made by the Bank, the City or the Original Purchasers as to the accuracy or adequacy of such information, or as to the absence of material adverse changes in such information subsequent to the date hereof.

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, the National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTC 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 2019 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2019 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2019 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 transaction, 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 2019 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 2019 Bonds, except in the event that use of the book-entry system for the Series 2019 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2019 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 2019 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2019 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts the Series 2019 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 the Series 2019 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2019 Bonds, such as redemptions, tenders, defaults and proposed amendments to the Bond Documents. For example, Beneficial Owners of the Series 2019 Bonds may wish to ascertain that the nominee holding the Series 2019 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 Bond 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 2019 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series 2019 Bonds to be redeemed.

Neither DTC nor Cede & Co., (nor any other DTC nominee) will consent or vote with respect to the Series 2019 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 Trustee 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 2019 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 2019 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 the 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 Participants.

DTC may discontinue providing its services as depository with respect to the Series 2019 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 2019 Bond certificates are required to be printed and delivered.

The Bank may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2019 Bond certificates in definitive form 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, the City and the Original Purchaser believe to be reliable, but neither the Bank, the City nor the Original Purchaser take any responsibility for the accuracy thereof.

So long as Cede & Co. is the registered holder of the Series 2019 Bonds as nominee of DTC, references herein to the Holders, holders, owners or Registered Owners of the Series 2019 Bonds mean Cede & Co. and not the Beneficial Owners of the Series 2019 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 2019 BONDS (A) PAYMENTS OF PRINCIPAL OF, REDEMPTION PRICE OF OR INTEREST ON THE SERIES 2019 BONDS; (B) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN SERIES 2019 BONDS; OR (C) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNERS OF THE SERIES 2019 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 (A) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (B) THE PAYMENT BY ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OF, REDEMPTION PRICE OF, OR INTEREST ON THE SERIES 2019 BONDS; (C) 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; (D) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE SERIES 2019 BONDS; OR (E) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.

Redemption

Optional Redemption. The Series 2019 Bonds (or any portions thereof in integral multiples of $5,000 each) maturing on or after _____ 1, 20__, are subject to redemption 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. Under the Indenture, selection of Series 2019 Bonds to be redeemed within a maturity will be made by lot by the Trustee. In accordance with DTC's standard

practices and its agreement with the Bank, DTC and the DTC Participants will make this selection so long as the Series 2019 Bonds are in book-entry form.

Mandatory Sinking Fund Redemption. The Bonds maturing ___ 1, 20__, 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 each of the years set forth below, at one hundred percent (100%) of the principal amount so redeemed or paid, plus accrued interest as set forth below:

$__,000
Term Bond Maturing ___ 1, 20__

Year	Principal Amount
20__	$,000
20__	,000
20__	,000
20__	,000
20__*	,000

*** Final Maturity**

The Bonds maturing ___ 1, 20__, 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 each of the years set forth below, at one hundred percent (100%) of the principal amount so redeemed or paid, plus accrued interest as set forth below:

$__,000
Term Bond Maturing ___ 1, 20__
,

Year	Principal Amount
20__	$,000
20__	,000
20__	,000
20__	,000
20__*	,000

*** Final Maturity**

Notice of Redemption. Notice of the call for any redemption, identifying the Series 2019 Bonds (or any portions thereof in integral multiples of $5,000 each) to be redeemed (which may be a conditional notice of redemption), will be given by the Trustee at least 30 days but not more than 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 2019 Bond to be redeemed at the address shown on the registration records. Failure to mail such notice to any particular owner of Series 2019 Bonds, or any defect in the notice mailed to any such owner of Series 2019 Bonds, will not affect the validity of the call for the redemption of any other Series 2019 Bonds. So long as DTC or its nominee is the Registered Owner of the Series 2019 Bonds, notice of the call for any redemption will be given to DTC, and not directly to Beneficial Owners. See the caption, "DESCRIPTION OF THE SERIES 2019 BOND -- Book-Entry-Only System."

Redemption Payments. The Trustee will apply funds deposited with the Trustee by the Bank in an amount sufficient to pay the Redemption Price of the Series 2019 Bonds, or portions thereof called, together with accrued interest thereon 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 2019 Bonds that have been called.

APPLICATION OF THE PROCEEDS OF THE SERIES 2019 BONDS

The proceeds of sale of the Series 2019 Bonds which is equal to $_____ will be applied as follows:

Sources of Funds	
Series 2019 Bond Proceeds	$
Original Issue Premium	$
Total Sources of Funds	$
Uses of Funds	
Deposit to General Fund, Purchase Account for Purchase of the City Bond	$
Deposit to the General Fund, Capitalized Interest Account	
Deposit to the General Fund, Bond Issuance Expense Account	
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 Bank Act as a separate body corporate and politic for the public purposes set forth in 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 granted under the Bank 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 Bank Act, including purchasing bonds, notes or evidences of indebtedness, such as the City Bond, from local governmental units, such as the City.

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Organization and Membership of the Bank

The Bank is governed by a nine (9) member Board of Directors (the "**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. Members of the Board of Directors serve until they are replaced or re-appointed. The members of the Board of Directors as of the date of this Official Statement are as follows:

NAME	OCCUPATION	TERM
Carolyn Boteler	Owner, Temp Staff	08/01/18 – 07/31/19
Jabari Edwards	Owner, J5GBL Construction Co.	08/01/18 – 07/31/19
William L. Freeman, Jr.	Retired Bank President	08/01/18 – 07/31/19
William Griffin	Owner, Griffin & Griffin Exploration LLC	08/01/18 – 07/31/19
Gary Harkins	Real Estate Developer	08/01/18 – 07/31/19
Joel Horton	Retired Bank President	08/01/18 – 07/31/19
Bobby James	Operations Manager, Atmos Energy	08/01/18 – 07/31/19
William D. Sones	Bank Chairman	08/01/18 – 07/31/19
Mark Wiggins	Retired Business Owner	08/01/18 – 07/31/19

The operations of the Bank are administered by E.F. "Buddy" Mitcham, Jr., Executive Director. Mr. Mitcham is a graduate of Mississippi State University with a degree in Business Administration.

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 $8,136,409,402.00. Of such amount, approximately $2,574,989,610.96 was outstanding as of September 1, 2019. For approximately $366,350,000.00, 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 Bank Act of additional special obligation bonds for other purposes authorized under the Bank 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.

REVENUES, FUNDS AND ACCOUNTS

Creation of Funds and Accounts

The Indenture establishes the following special Funds and Accounts to be held by the Trustee:

1. General Fund - comprised of the following:

   (a) General Account
   (b) Capitalized Interest Account
   (c) Purchase Account
   (d) Redemption Account
   (e) Bond Issuance Expense Account

2. Rebate Fund

Deposit of Net Proceeds of the Series 2019 Bonds, Revenues and Other Receipts

The Trustee will deposit the net proceeds from the sale of the Series 2019 Bonds as follows:

(a) To the Bond Issuance Expense Account of the General Fund, the amount of $_____ to pay a portion of the costs of issuance of the Series 2019 Bonds and the City Bond; and

(b) To the Capitalized Interest Account of the General Fund, the amount of $_____ to pay a portion of the interest on the Series 2019 Bonds during the construction period for the Construction Project; and

(c) To the Purchase Account of the General Fund, the sum of $_____ to be used to purchase the City Bond.

The Trustee will deposit Revenues and other receipts (except the proceeds of the Series 2019 Bonds, interest earnings on any amounts in the Rebate Fund and moneys received by the Bank from the sale or redemption prior to maturity of the City Bond) into the General Account of the General Fund based on the amount due under the City Bond Resolution for the City Bond, and will deposit any moneys received from the sale or redemption prior to maturity of City Bond in to the Redemption Account of the General Fund.

OPERATION OF FUNDS AND ACCOUNTS

General Fund

General Account and Capitalized Interest Account. On or before three (3) business days next preceding each Interest Payment Date, for the period from the date of closing through ____ 1, 20___, the Trustee shall transfer from the Capitalized Interest Account for deposit in the General Account such amount, less any amount on deposit in the General Account for the payment of interest, as shall be necessary to pay all or a portion of the interest coming due on the Series 2019 Bonds on such Interest Payment Date. Any amounts remaining in the Capitalized Interest Account after ____ 1, 20___, shall be transferred to the General Account for the next payment of interest coming due on the Bonds.

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 four (4) 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 2019 Bonds on such Interest Payment Date.

(b) As necessary and in accordance with the Indenture, such amounts as may be necessary to pay any Program Expenses of the Bank for the Series 2019 Bonds.

(c) The amounts to be transferred to the Rebate Fund as provided in the Arbitrage Rebate Agreement and Section 6.11 of the Indenture.

(d) After making all required payments under subparagraphs (a) through (c) above, the Trustee shall make a determination of the amounts reasonably expected to be received in the form of City Bond Payments in the succeeding twelve (12) months and shall transfer all monies in the General Account, excluding capitalized interest remaining in the General Account, which, together with such expected receipts for the succeeding 12 months are in excess of the amounts needed to pay principal and interest on the Series 2019 Bonds within the immediately succeeding twelve month period, to the City at the request of the City with the prior written approval 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, validation and issuance of the Series 2019 Bonds and the purchase and validation of the City Bond, 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, legal fees and charges, professional consultants' fees, municipal advisory fees and expenses, costs of credit ratings, fees and charges for execution, transportation and safekeeping of the Series 2019 Bonds, credit enhancements or liquidity facility fees, and other costs, charges and fees in connection with the foregoing. On the date which is thirty (30) days after the date of issuance of the Series 2019 Bonds, any amounts remaining in the Bond Issuance Expense Account will be transferred to the General Account.

Purchase Account. Upon submission of duly authorized written requisitions of an authorized officer of the Bank stating that all requirements for purchases under the Act and the Indenture have been or will be met, the Trustee will disburse the amounts held in the Purchase Account for the purchase of the City Bond with said moneys to be applied to the issuance of the Series 2019 Bonds as more fully described under the heading "Deposit of Net Proceeds of the Series 2019 Bonds, Revenues and Other Receipts".

Redemption Account. The Trustee will deposit in the Redemption Account all moneys received upon the sale or redemption prior to maturity of the City Bond and will disburse the funds in the Redemption Account to redeem Series 2019 Bonds of such maturity or maturities as directed by an Authorized Officer if such Series 2019 Bonds are then subject to redemption.

Rebate Fund

Upon the direction of the Bank and in accordance with the arbitrage rebate agreement or similar document regarding the expenditures and investments of the proceeds of the Series 2019 Bonds provided by the Bank under the Indenture (the "**Arbitrage Rebate Agreement**"), the Trustee will deposit amounts for the benefit of the Bank from the General Account in 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 in the General Fund upon the direction of the Bank in accordance with the Arbitrage Rebate Agreement.

Not more than 60 days after five years following the date of delivery of the Series 2019 Bonds, and at intervals of every five years thereafter, upon the written request of the Bank the Trustee will pay to the United States of America one hundred percent (100%) of the amount required to be paid to the United States of America as of such payment date. Not later than 60 days following the retirement of all of the Series 2019 Bonds, upon the written request of the Bank the Trustee will pay to the United States of America one hundred percent (100%) 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 2019 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 Arbitrage Rebate Agreement accompanied by an Opinion of Bond Counsel to the effect that compliance with such memorandum will not adversely affect the excludability from gross income for federal income tax purposes of the interest on the Series 2019 Bonds.

Amounts Remaining in Funds

Any amounts remaining in any Fund or Account after full payment of all of the Series 2019 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 required by the Indenture regarding payment to holders of nonpresented Series 2019 Bonds.

Investment of Funds

Any moneys held as part of any Fund or Account created under or pursuant to the Indenture including 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 City (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 the Indenture, 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 for the Funds and Accounts for the Series 2019 Bonds. The Trustee may make any and all such investments through its bond department or through the bond 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 2019 Bonds may not be commingled for the purpose of investment or deposit. The Trustee and the Bank agree that all investments, 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 2019 Bonds to be arbitrage 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 the Indenture, 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. 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 and any Accounts created thereunder, will be added to the General Account of the General Fund for the Funds and Accounts for the Series 2019 Bonds.

The Bank has certified in the Indenture to the owners of the Series 2019 Bonds from time to time Outstanding that moneys on deposit in any Fund or Account in connection with the Series 2019 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2019 Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Series 2019 Bonds to lose the exclusion from gross income for federal income tax purposes.

THE SERIES 2019 BONDS AS LEGAL INVESTMENTS

The Series 2019 Bonds shall be legal investments in which 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 2019 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 2019 Bonds or prohibiting the Bank from purchasing the City Bond with the proceeds of such Series 2019 Bonds or in any way contesting or affecting the validity of the Series 2019 Bonds, any proceedings of the Bank taken with respect to the sale or issuance thereof or the pledge or application of any moneys or security provided for the payment of the Series 2019 Bonds. Neither the creation, organization nor existence of the Bank nor the title of any of the present Directors nor 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 sale, issuance, execution or delivery of the City Bond or prohibiting the City from selling the City Bond to the Bank or in any way contesting or affecting the validity of the City Bond, any proceedings of the City taken with respect to the sale or issuance thereof or the pledge or application of any moneys or security provided for the payment of the City Bond.

TAX TREATMENT OF ORIGINAL ISSUES DISCOUNT

The initial public offering prices each maturity of the Series 2019 Bonds maturing on _____ 1 of the years _____ through _____ (the "**Discount Bonds**") are being offered and sold to the public at an original issue discount ("**OID**") from the amounts payable at maturity thereon. OID is the excess of the stated redemption price at maturity (the principal amount) over the "issue price" of a Discount Bond. The issue price is of a Discount Bond is the initial offering price to the public (other than to bond houses, brokers or similar Persons acting in the capacity of underwriters or wholesalers) at which a substantial amount of the Discount Bonds of the same maturity is sold pursuant to that offering. For federal income tax purposes, OID accrues to the owner of a Discount Bond over the period to maturity based on the constant yield method, computed semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of OID that accrues during ownership of a Discount Bond (a) is interest excludable from the owner's gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Series 2019 Bonds, and (b) is added to the owner's tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale or other disposition of that Discount Bond. A purchaser of a Discount Bond in the initial public offering at the price for that Discount Bond stated on the inside cover of this Official Statement who holds that Discount Bond to maturity will realize no gain or loss upon the retirement of that Discount Bond.

Owners of Discount Bonds should consult their own tax advisers as to the federal tax consequences and the treatment of bond discount for purposes of state and local taxes on income.

TAX TREATMENT OF ORIGINAL ISSUE PREMIUM

The initial public offering prices of each maturity of the Series 2019 Bonds maturing ____ 1 in the years 20____ through and including 20____ (collectively, the "**Premium Bonds**"), are more than the amounts payable at the maturity dates thereof as set forth on the inside front cover of this Official Statement. Under the Code, the difference between the principal amount of a Premium Bond and the cost basis of such Premium Bond to its owner (other than an owner who holds such a Premium Bond as inventory, stock in trade or for sale to customers in the ordinary course of business) is "bond premium." Bond premium is amortized over the term of such a Premium Bond for federal income tax purposes. The owner of a Premium Bond is required to decrease his basis in such Premium Bond by the amount of amortizable bond premium attributable to each taxable year he holds the Premium Bond. The amount of the amortizable bond premium attributable to each taxable year is determined on an actuarial basis at a constant interest rate compounded on each interest payment date. The amortizable bond premium attributable to a taxable year is not deductible for federal income tax purposes.

Owners of Premium Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of the treatment of bond premium upon sale, redemption or other disposition of Premium Bonds and with respect to state and local tax consequences of owning and disposing of Premium Bonds.

TAX MATTERS

In the opinion of Bond Counsel interest on the Series 2019 Bonds is excludable from gross income for federal income tax purposes, pursuant to Section 103 of the Code. The opinion of Butler Snow LLP, 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 2019 Bonds as a condition to the excludability from gross income of interest on the Series 2019

Bonds for federal tax purposes. Non-compliance with such requirements may cause interest on the Series 2019 Bonds to be includable in gross income for federal income tax purposes retroactive to its date of issue irrespective of the date on which such noncompliance occurs. Should the Series 2019 Bonds bear interest that is not excludable from gross income for federal income tax purposes, the market value of the Series 2019 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 2019 Bonds if such action or omission would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Series 2019 Bonds, 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 2019 Bonds are outstanding which would cause the Series 2019 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 2019 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 date of issuance of the Series 2019 Bonds.

The interest on the Series 2019 Bonds is not a specific preference item for purposes of the federal alternative minimum taxes. However, for tax years beginning before January 1, 2018, interest on the Series 2019 Bonds is included in adjusted current earnings in calculating alternative minimum taxable income on corporations.

Although Bond Counsel has rendered an opinion that interest on the Series 2019 Bonds is excludable from federal gross income and that the Series 2019 Bonds are exempt from State of Mississippi income tax, the accrual or receipt of interest on the Series 2019 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 2019 Bonds. Bond Counsel expresses no opinion regarding any other such tax consequences. Prospective purchasers of the Series 2019 Bonds should consult their own tax advisors with regard to the other tax consequences of owning the Series 2019 Bonds.

In the opinion of Bond Counsel interest on the Series 2019 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 2019 Bonds for State of Mississippi income tax purposes.

From time to time, there are legislative proposals introduced and regulatory actions proposed or announced at the federal or state level that, if enacted, could alter or amend directly or indirectly relevant federal and state tax matters, including, without limitation, those mentioned hereinabove or could adversely affect the market value of the Series 2019 Bonds. 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 such as the Series 2019 Bonds issued prior to enactment or implementation. In addition, from time to time, litigation is threatened or commenced which, if concluded in a particular manner, could adversely affect relevant tax matters or the market value of the Series 2019 Bonds. It cannot be predicted how any particular litigation or judicial action will be resolved or whether the Series 2019 Bonds or the market value thereof would be impacted thereby. Purchasers of the Series 2019 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 2019 Bonds and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending or proposed legislation, regulatory initiatives or litigation.

LEGAL MATTERS

Certain legal matters incident to the authorization and issuance of the Series 2019 Bonds by the Bank are subject to the approval of Bond Counsel whose approving opinion will be delivered concurrently with the delivery of Series 2019 Bonds. Certain legal matters will be passed upon for the Bank by its counsel, Balch & Bingham LLP, Jackson, Mississippi and for the City by its counsel, Moran M. Pope, III, Esquire, Hattiesburg, Mississippi.

Butler Snow LLP, Ridgeland, Mississippi, is also serving as bond counsel for the City in connection with the issuance and sale of the City Bond.

The remedies available to the Trustee, to the Bank or to the owners of the Series 2019 Bonds upon an Event of Default under the Indenture or under the terms of the City Bond purchased by the Bank 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 the Bankruptcy Code, the remedies provided in the Indenture and under the City Bond may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2019 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.

RATING

Moody's Investors Service, Inc. has assigned its rating of "____" to the Series 2019 Bonds. Information on the rating may be obtained from the Executive Director of the Bank. Such rating reflects only the view of such organization, and an explanation of the significance of the rating may be obtained only from said rating agency. The rating may be changed, suspended or withdrawn as a result of changes in, or unavailability of, information. Any downward revision, suspension or withdrawal of such rating may have an adverse effect on the market price of the Series 2019 Bonds.

Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("S&P"), has assigned an insured rating of "___" to the Series 2019 Bonds with the understanding that upon delivery of the Series 2019 Bonds, a municipal bond insurance policy guaranteeing the timely payment of principal of and interest on the Series 2019 Bonds will be issued by _____. Explanations of such ratings may be obtained from S&P, 55 Water Street, New York, New York 10041. This rating reflects only the view of S&P and the City makes no representation as to the appropriateness of this rating. There is no assurance that such ratings will continue for any given period of time or that it will not be revised or withdrawn entirely by S&P, if in the judgment of S&P, circumstances so warrant. Any such revisions or withdrawal of the rating may have an adverse effect on the market price of the Bonds. See "BOND INSURANCE."

PENSION PLAN

The City has no pension plan or retirement plan for employees. City employees are members of and contribute to the Mississippi Public Employees' Retirement System (PERS), a cost-sharing, multiple employer retirement system administered by the State for the benefit of its local governments and State personnel. Benefit provisions are established by State statute and may be amended from time to time only by the State Legislature.

In June 2012, the Government Accounting Standards Board issued Statement No. 68, Accounting and Financial Reporting for Pensions ("**GASB-68**"). The objective of GASB-68 is to improve accounting and financial reporting of government pensions. Also, GASB-68 improves information provided by government employers about financial support for pensions that is provided by other entities. Requirements of GASB-68 are effective for financial statements whose fiscal year begins after June 15, 2014 (Fiscal Year 2015 for the City).

PERS members are required to contribute 9.00% of their annual covered salary, and the City is required to contribute at an actuarially determined rate. The rate at June 30, 2017 was 15.75% of annual covered payroll. The City contributions (employer share only) to PERS for the years ending September 30, 2017*, 2016 and 2015, 2014 were $3,707,145, $3,738,948 and $3,501,030, $3,492,961, respectively, which equaled the required contributions for each year.

At September 30, 2016, the City reported a liability of $79,464,989 for its proportionate share of the net pension liability (this final amount is not available for fiscal year 2017). See Note 19 in the City's 2016 Audited Financial Statements included in "APPENDIX B - Financial Information Concerning the City.

INDEPENDENT AUDITORS

The audited financial statements of the City for the year ended September 30, 3016 included in this Official Statement as APPENDIX B, have been audited by Topp McWhorter Harvey PLLC, Certified Public Accountants, as stated in the report appearing therein (the "**audit report**").

The City has not and will not obtain a consent letter from its auditor for the inclusion of the audit report in this Official Statement. Topp McWhorter Harvey PLLC, Certified Public Accountants, the City's independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Topp McWhorter Harvey PLLC, Certified Public Accountants also has not performed any procedures relating to this Official Statement.

* Unaudited information.

CONTINUING DISCLOSURE

The City will execute a continuing disclosure agreement (the **"Disclosure Certificate"**) at the time of the closing for the Bonds. The Disclosure Certificate will be executed for the benefit of the beneficial owners of the Bonds and the City has covenanted in the Bond Resolution to comply with its terms. The Disclosure Certificate will provide that so long as the Bonds remain outstanding, the City will provide the following information to the Municipal Securities Rulemaking Board, acting through its Electronic Municipal Market Access (**"EMMA"**) system: (i) annually, certain financial information and operating data; and (ii) timely notice of the occurrence of certain listed events; all as specified in the Disclosure Certificate. The form of the Disclosure Certificate is attached hereto as APPENDIX F.

The City has previously entered into continuing disclosure undertakings with respect to bonds it has issued or for which it is the "obligated person" within the meaning of Securities and Exchange Commission Rule15c2-12(b)(5) (the "**Rule**"). Within the last five years, the City has failed to comply with certain terms of those undertakings. A summary of past filing failures, dated _____, is available on EMMA at _____.

With respect to certain issues, audited financial statements for fiscal years 2013 through 2017 were not available at the time of filing and therefore were not timely filed on EMMA as required by the prior undertakings , however, notices of failure to file the audited financial statements for fiscal years 2014 through 2017 were timely filed. A Notice of Failure to file audited financial statements for the fiscal year ended September 30, 2013 was not timely filed. In addition, without a determination of materiality, there have been instances in which some tables included in the City's prior continuing disclosure undertakings were not included in every filing on EMMA. In addition, without a determination of materiality, there may have been instances in which a filing was not posted under all outstanding CUSIP's and/or may have been misfiled under the wrong CUSIP or under the wrong heading within the CUSIP. In addition, there have been instances when the City has not posted all rating changes with respect to bond insurance ratings and underlying ratings.

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

For a summary of the City's undertaking, see **APPENDIX F - FORM OF CONTINUING DISCLOSURE CERTIFICATE** attached hereto.

MUNICIPAL ADVISOR

The Bank has retained Government Consultants, Inc., Madison, Mississippi, as Municipal Advisor in connection with the sale and issuance of the Series 2019 Bonds. In such capacity the Municipal 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 2019 Bonds and of the time of the sale, tax-exempt bond market conditions and other factors related to the sale of said Series 2019 Bonds. Although the Municipal Advisor performed an active role in the drafting of this Official Statement, it has not independently verified any of the information set forth herein.

VALIDATION

Prior to issuance, the Series 2019 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. Prior to issuance, the City Bond will be validated before the Chancery Court of Forrest County, Mississippi, as provided by Sections 31-13-1 to 31-13-11, Mississippi Code of 1972, as amended.

[INSERT ANY SECTION FOR BOND INSURANCE]

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 City Bond Resolution 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. 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 City Bond Resolution and the supplemental materials furnished to the Bank by the City may be obtained upon written request to the Bank.

Neither any advertisement of the Series 2019 Bonds nor this Official Statement is to be construed as constituting an agreement with the purchasers of the Series 2019 Bonds. So far as any statements are made in this Official Statement involving matters of opinion, whether or not expressly so stated, they are intended merely as such and not as representations 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 be distributed to the purchasers of the Series 2019 Bonds.

MISSISSIPPI DEVELOPMENT BANK

By: /s/ E. F. Mitcham, Jr.
Executive Director

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APPENDIX A

INFORMATION ON THE CITY

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APPENDIX A - ECONOMIC AND DEMOGRAPHIC INFORMATION
CITY OF HATTIESBURG, MISSISSIPPI

General Description

The City of Hattiesburg, Mississippi (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:

1990	2000	2010	2017 Estimate
45,232	44,779	45,989	46,377

SOURCE: Census Data at website: www.census.gov; October 2018.

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
Toby Barker	Mayor	July, 2017
Jeffrey George	Council Member	July, 2017
Deborah Denard Delgado	Council Member	July, 2001
Carter Carroll	Council Member	October, 2000
Mary Dryden	Council Member	July, 2013
Nicholas Brown	Council Member	July, 2017

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

Year	County	Mississippi	United States	County as % Of U.S.
2016	$35,451	$35,484	$49,246	72%
2015	34,864	34,757	48,451	72
2014	34,142	34,213	46,494	73
2013	32,616	33,327	44,493	73
2012	32,956	32,920	44,282	74

SOURCE: Bureau of Economic Analysis: Regional Economic Accounts at website: www.bea.gov, 2012-2016. Information available as of October 2018. (Per capita personal income was computed using Census Bureau mid-year population estimates. The estimates for 2012-2016 reflect county population estimates, last updated November 16, 2017.)

Retail Sales

State Fiscal Year Ended June 30	Amount
2017	$1,871,287,163
2016	1,853,681,868
2015	1,851,766,362
2014	1,809,764,746
2013	1,770,829,073

SOURCE: Annual Reports for each year indicated, Mississippi Department of Revenue's website: www.dor.ms.gov; Information available as of October 2018.

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	3,151	Hospital
University of Southern Mississippi	2,300	Education
Hattiesburg Clinic	2,218	Medical clinic
Camp Shelby	1,600	Military base
Lamar County School District	1,300	Education
Merit Health-Wesley Medical Center	1,222	Hospital
General Dynamics Information Technology	1,000	Information technology firm
Mar-Jac Poultry	861	Poultry processor
Hattiesburg Public School District	800	Education
City of Hattiesburg	717	Government
Channel Control Merchants, Inc.	688	Retail inventory management
Cooperative Energy	400	Electric Utility Company
William Carey University	370	Education
Regions Bank	329	Banking & Finance

SOURCE: Area Development Partnership website www.theadp.com. "Top Employers" in the Membership Directory and Business Guide 2018-19. Information available as of October 2018. Additional information source: Office of the City Clerk, October 2018.

Unemployment Statistics of the County

Year	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Annual Average
2013	9.9	8.7	8.3	7.7	9.0	9.6	9.0	8.2	8.0	7.9	7.3	7.4	8.4
2014	8.2	7.4	7.4	6.7	8.0	8.5	8.3	7.7	7.2	6.9	6.3	6.4	7.4
2015	7.0	6.2	6.0	5.7	6.6	7.3	7.0	6.1	6.0	5.9	5.6	6.0	6.3
2016	6.3	5.6	5.5	5.2	6.0	6.9	6.5	5.7	5.7	5.4	5.0	5.2	5.7
2017	5.7	4.7	4.8	4.4	5.2	5.9	5.7	4.7	4.4	4.1	3.9	4.0	4.8
2018	4.1	4.1	4.0	4.0	4.8	5.3	5.0	--	--	--	--	--	--

SOURCE: Mississippi Department of Employment Security: Labor Market Data at website: www.mdes.ms.gov; October 2018.

Employment Statistics of the County

	2013	2014	2015	2016	2017
RESIDENCE BASED EMPLOYMENT					
I. Civilian Labor Force	33,100	32,290	32,840	33,420	33,970
II. Unemployed	2,790	2,400	2,060	1,920	1,630
Rate	8.4	7.4	6.3	5.7	4.8
III. Employed	30,310	29,890	30,780	31,500	32,340
ESTABLISHMENT BASED EMPLOYMENT					
I. Manufacturing	3,100	3,250	3,240	3,420	3,590
II. Non-manufacturing	35,840	36,770	37,520	38,030	38,690
A. Agriculture, Forestry, Fishing & Hunting	80	80	70	70	70
B. Mining	130	130	110	40	50
C. Utilities	440	450	490	500	500
D. Construction	1,380	1,500	1,530	1,570	1,580
E. Wholesale Trade	1,290	1,330	1,530	1,510	1,530
F. Retail Trade	4,160	4,050	4,100	4,010	3,910
G. Transportation & Warehousing	1,510	1,530	1,690	1,880	2,000
H. Information	430	390	400	380	330
I. Finance & Insurance	1,170	1,160	1,110	1,080	1,150
J. Real Estate, Rental & Leasing	480	460	460	550	530
K. Prof., Scientific & Technical Service	820	820	790	810	780
L. Management of Companies & Entertainment	550	520	470	770	810
M. Administrative Support & Waste Management	1,820	2,570	2,890	2,870	3,210
N. Educational Services	620	580	610	640	670
O. Health Care & Social Assistance	5,150	5,310	5,480	5,320	5,550
P. Arts, Entertainment & Recreation	330	340	360	360	340
Q. Accommodation & Food Service	3,580	3,580	3,550	3,670	3,730
R. Other Services (except Public Administration)	740	710	690	660	660
S. Government	11,160	11,260	11,190	11,340	11,290
Education	4,860	4,860	4,810	4,710	4,590
III. Total Nonagricultural Employment	**38,940**	**40,020**	**40,760**	**41,450**	**42,280**

SOURCE: Mississippi Department of Employment Security ("MDES"): Annual Averages: Labor Force and Establishment Based Employment 2011 Forward, Labor Market Information Department at website: www.mdes.ms.gov; Information last revised by MDES on May 2, 2018 (available as of October 2018).

Banking Institutions

Institutions	Total Assets
Wells Fargo Bank, National Association[1]	1,678,077,000,000
Regions Bank[2]	123,635,085,000
Hancock Whitney Bank[3]	27,844,612,000
BancorpSouth Bank[4]	17,228,315,000
Trustmark National Bank[5]	13,521,865,000
Community Bank of Mississippi[6]	3,173,440,000
The First, A National Banking Association[7]	2,478,442,000
The Citizens National Bank of Meridian[8]	1,344,119,000
The Citizens Bank[9]	962,830,000
PriorityOne Bank[10]	640,617,000
Citizens Bank[11]	438,007,000
Magnolia State Bank[12]	333,937,000
Great Southern Bank[13]	286,857,000
First Southern Bank[14]	183,079,000
Grand Bank for Savings, A Federal Savings Bank[15]	75,453,000

SOURCE: Obtained from FDIC at www.fdic.gov; all assets stated as of June 30, 2018 (information available as of October 2018).

[1] Headquarters located in Sioux Falls, South Dakota.
[2] Headquarters located in Birmingham, Alabama.
[3] Headquarters located in Gulfport, Mississippi.
[4] Headquarters located in Tupelo, Mississippi.
[5] Headquarters located in Jackson, Mississippi.
[6] Headquarters located in Forrest, Mississippi.
[7] Headquarters located in Hattiesburg, Mississippi.
[8] Headquarters located in Meridian, Mississippi.
[9] Headquarters located in Philadelphia, Mississippi.
[10] Headquarters located in Magee, Mississippi.
[11] Headquarters located in Columbia, Mississippi.
[12] Headquarters located Bay Springs, Mississippi.
[13] Headquarters located in Meridian, Mississippi.
[14] Headquarters located in Columbia, Mississippi.
[15] Headquarters located in Hattiesburg, Mississippi.

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 2017-18 scholastic year and the four preceding years are as follows:

Scholastic Year	Enrollment[16]
2017-2018	4,098
2016-2017	4,289
2015-2016	4,452
2014-2015	4,519
2013-2014	4,552

SOURCE: Hattiesburg Public School District and Mississippi Assessment and Accountability Reporting System, Office of Research and Statistics, Mississippi, Department of Education; Information available as of October 2018.

[16] Enrollment numbers depicted as of the spring semester of each ending school year.

TAX INFORMATION

Assessed Valuation[17]

Fiscal Year	Real Property	Personal Property[18]	Public Utility Property	Total[19]
2018	$319,787,184	$137,596,668	$23,979,705	$481,363,557
2017	317,415,350	129,533,967	24,019,463	470,968,780
2016	306,167,363	124,628,276	23,852,267	454,647,906
2015	297,660,699	121,146,051	25,246,731	444,053,481
2014	291,935,921	118,079,833	24,412,003	434,627,757

SOURCE: Office of City Chief Financial Officer; October 2018.

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:

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[17] The total assess 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 2018 will be collected starting in January 2019 for the 2018-2019 fiscal year budget of the City.

[18] Personal property includes the assessed valuation for mobile homes and automobiles.

[19] Total assessed values include exempt properties.

Exempt Property	Current Assessed Valuation	Date Exemption Ends
American Concrete Products-MS	260,114	12/31/2018
BP Rex Closures, LLC	137,998	12/31/2018
BP Rex Closures LLC	194,350	12/31/2021
BP Rex Closures LLC	1,162,135	12/31/2020
BP Rex Closures LLC	497,233	12/31/2021
BP Rex Closures LLC	149,188	12/31/2018
Brown & Sons Property Management	362,430	12/31/2018
Coca Cola North America	119,645	12/31/2018
Coca Cola North America	84,369	12/31/2018
Dews CL and Sons Foundry	20,940	12/31/2018
Excel Injection Molding, Inc	36,374	12/31/2018
Front Street Studio Development LLC	20,578	12/31/2018
Hattiesburg Paper Company	6,789	12/31/2020
Hattiesburg Paper Company	65,165	12/31/2021
HTR Development LLC	36,429	12/31/2018
Hudsons Capital Assets LLC	204,044	12/31/2018
Kohler Co	19,304	12/31/2020
Kohler Co	267,091	12/31/2020
Kohler Co	26,665	12/31/2019
Kohler Co	54,347	12/31/2020
Kohler Co	190,868	12/31/2022
Kohler Co	36,883	12/31/2023
MS Tank & Manufacturing Co	41,000	12/31/2021
Mississippi Tank Company	24,184	12/31/2018
Mississippi Tank Company	16,559	12/31/2019
Mississippi Tank Company	17,681	12/31/2020
Mississippi Tank Company	62,375	12/31/2021
Mississippi Tank Company	43,296	12/31/2018
North South Properties LLC	409,764	12/31/2018
Resinall Mississippi Inc	12,320	12/31/2018
Resinall Mississippi Inc	14,670	12/31/2020
Resinall Mississippi Inc	31,669	12/31/2021
Resinall Mississippi Inc	147,930	12/31/2018
Saddle Creek Corporation	385,532	12/31/2018
Safe Guard Building Systems	4,980	12/31/2020
Safe Guard Building Systems	8,698	12/31/2020
Safe Guard Building Systems LLC	392,419	12/31/2018
Western Container Corp	23,754	12/31/2018
Western Container Corp	65,187	12/31/2020
Western Container Corp	156,936	12/31/2021
Western Container Corp	249,842	12/31/2021
Western Container Corp	565,443	12/31/2018
Wis-Pak of Hattiesburg LLC	5,352,948	12/31/2020
Zeon Chemicals	22,965	12/31/2018
Zeon Chemicals	20,093	12/31/2019
Zeon Chemicals	13,086	12/31/2021

Exempt Property	Current Assessed Valuation	Date Exemption Ends
Zeon Chemicals	67,375	12/31/2022
Zeon Chemicals	74,747	12/31/2018
Total:	**$12,178,392**	

SOURCE: Office the City Clerk; October 2018.

Procedure for Property Assessments

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

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

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

Tax Levy per $1,000 Valuation[20]

GENERAL PURPOSES	Year in Which Taxes Levied				
	2018-19	**2017-18**	**2016-17**	**2015-16**	**2014-15**
General Fund	41.60	39.80	36.10	32.10	32.10
Parks & Recreation Fund	2.00	2.00	2.00	2.00	2.00
Bond & Interest Fund	4.00	5.80	6.50	7.50	7.00
Police & Firearms Pension Fund	3.08	3.33	3.11	2.97	3.87
Mass Transit	.50	.50	.50	.50	.50
Library	1.95	1.95	1.95	1.95	1.95
Sub-total:	53.13	53.38	50.16	49.52	47.42
SCHOOL DISTRICT:					
District Maintenance	56.60	55.00	57.69	57.45	56.54
Bond & Interest Fund	4.61	6.95	7.21	6.52	8.03
School Shortfall Note	.14	.15	.16	.92	.32
School Notes & Certificates of Indebtedness	2.19	.00	.00	.00	.00
Costs of Collection	.56	.00	.00	.00	.00
Sub-total:	64.10	62.10	65.06	64.89	64.89
TOTAL LEVY:	**117.23**	**115.48**	**115.22**	**114.41**	**112.31**

SOURCE: Office the Chief Financial Officer; October 2018.

[20] Tax levy figures are given in mills.

Ad Valorem Tax Collections[21]

Fiscal Year Ended September 30	Amount Budgeted	Amount Collected	Difference Over/(Under)
2018	$21,901,304	$21,834,493	($66,811)
2017	20,052,690	20,205,618	152,928
2016	14,278,000	14,914,509	636,509
2015	12,669,250	12,778,236	108,986
2014	17,010,819	$17,632,237	$621,418

SOURCE: Office of the Chief Financial Officer; October 2018.

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

[21] 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.

may be increased only if the proposed increase is approved by a majority of those voting in an election held on such question.

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

Homestead Exemption

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

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

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

Ten Largest Taxpayers

Ten of the largest taxpayers in the City for fiscal year ending 2018 are as follows:

Taxpayer	Assessed Valuation	Taxes Collected
Mississippi Power	$10,715,500	$571,993.39
Kohler Company	7,886,016	281,391.56
Merit Health-Wesley	3,854,971	205,778.35
Western Container Corp	7,007,860	196,526.05
Bell South Communications	10,752,493	172,190.43
Hattiesburg Clinic	18,224,780	145,926.01
Hattiesburg Breckenridge	2,640,971	140,975.03
SPG Holdings	25,008,721	131,555.65
TNHYIF Reiv Golf LLC	1,845,500	98,512.79
Pointe Properties LLC	1,824,370	97,384.87
Totals:	$89,761,182	$2,042,234.13

SOURCE: Office of the City Clerk; October 2018.

DEBT INFORMATION

Legal Debt Limit Statement

(As of November 1, 2018)

	15% Limit	20% Limit
Authorized Debt Limit (Last Completed Assessment for Taxation - $481,363,557)	$72,204,534	$96,272,711
Present Debt Subject to Debt Limits	13,045,000	13,045,000
Margin for Further Debt Under Debt Limits	$59,159,534	$83,227,711
Less this Bond Issue	(45,000,000)	(45,000,000)
Margin for Further Debt Under Debt Limits	$14,595,534	$38,227,711

Statutory Debt Limits

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

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

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

Outstanding General Obligation Bonded Debt

(As of November 1, 2018)

Issue	Date of Issue	Outstanding Principal*
General Obligation Water & Sewer Bonds	10/01/10	2,525,000
General Obligation Pool Loan Refunding Bonds	11/03/15	2,745,000
General Obligation Water & Sewer Refunding Bonds	11/24/15	3,435,000
General Obligation Refunding Bonds	8/18/16	4,340,000
Total		**$13,045,000**

SOURCE: Office of the Chief Financial Officer; October 2018.

*All November 1 principal payments have been deducted as applicable.

Outstanding Revenue Bonded Debt

(As of November 1, 2018)

Issue	Date of Issue	Principal Outstanding
Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project)[22]	03/29/12	$9,560,000
Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project)[23]	12/19/13	27,800,000
Total		**$37,360,000**

SOURCE: Office of the Chief Financial Officer; October 2018.

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.

[22] 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.

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

Other Outstanding Long Term Debt

(As of November 1, 2018)

Issue	Date of Issue	Outstanding Principal
SRF - Note 3	1987	8,258
Tax Increment Limited Obligation Bonds (Chauvet Square Project)[24]	08/01/2003	410,000
Tax Increment Limited Obligation Bonds (Chauvet Square Project Phase II)	5/01/2007	980,000
Tax Increment Limited Obligation Bonds (Market at Turtle Creek Project)	8/24/2007	1,125,000
Tax Increment Limited Obligation Bonds (Lincoln Center)	4/23/2008	245,000
Tax Increment Limited Obligation Bonds (Turtle Creek Crossing Project)	6/20/2011	190,000
Taxable Tax Increment Limited Obligation Bonds (Turtle Creek Commons Project)	12/29/2011	245,000
Hub City LOFTS	2012	1,496,729
Tax Increment Limited Obligation Bonds (Southern Pointe Phase II)	4/10/2014	2,075,000
Certificates of Participation (Hattiesburg MS Lease Purchase Project) Series 2015	12/29/2015	5,125,000
Taxable Tax Increment Limited Obligation Bonds (The Ridge at Turtle Creek Project) Series 2015 A	12/30/2015	1,108,000
Taxable Tax Increment Limited Obligation Bonds (Midtown Market Project) Series 2015 B	12/30/2015	190,000
Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project)	08/10/2016	2,712,000
Taxable Special Obligation Bonds, Series 2016	8/18/2016	20,585,000
Total		**$36,494,987**

SOURCE: Office of the Chief Financial Officer; October 2018.

[24] 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.

Annual Debt Service Requirements[25]

FY Ending September 30	General Obligation Bonds		
	Principal	Interest	Total
2019	$3,059,000.00	$ 310,121.26	$3,369,121.26
2020	3,136,000.00	251,367.26	3,387,367.26
2021	3,215,000.00	187,143.76	3,402,143.76
2022	1,655,000.00	116,373.76	1,771,373.76
2023	840,000.00	79,586.26	919,586.26
2024	575,000.00	58,833.76	633,833.76
2025	205,000.00	47,431.26	252,431.26
2026	210,000.00	41,308.76	251,308.76
2027	220,000.00	34,858.76	254,858.76
2028	230,000.00	27,993.76	257,993.76
2029	245,000.00	20,600.63	265,600.63
2030	255,000.00	12,692.50	267,692.50
2031	265,000.00	4,306.25	269,306.25
Total	**$14,110,000.00**	**$1,192,617.98**	**$15,302,617.98**

[25] As of November 2018.

General Obligation Bonded Debt

Issue	Fiscal Year Ended September 30				
	2018	2017	2016	2015	2014
General Obligation Refunding Bonds (12/3/07)	-0-	710,000	1,395,000	2,055,000	2,685,000
General Obligation Water & Sewer Bonds (03/04/09)	-0-	-0-	-0-	5,075,000	5,525,000
General Obligation Refunding Bonds (05/14/09)	-0-	-0-	-0-	955,000	1,885,000
General Obligation Pool Loan Refunding Bonds (12/21/09)	-0-	-0-	-0-	805,000	7,070,000
Taxable General Obligation Refunding Bonds (7/15/10)	-0-	1,915,000	2,015,000	2,110,000	2,205,000
General Obligation Water & Sewer Bonds (10/01/10)	2,680,000	2,830,000	2,975,000	3,110,000	3,240,000
General Obligation Note (3/19/13)	-0-	-0-	-0-	-0-	-0-
General Obligation Pool Loan Refunding Bonds (11/03/15)	3,655,000	4,540,000	5,400,000	-0-	-0-
General Obligation Water & Sewer Refunding Bonds (11/24/15)	3,435,000	3,990,000	4,525,000	-0-	-0-
General Obligation Refunding Bonds (8/18/16)	4,340,000	5,741,000	7,125,000	-0-	-0-
Totals:	**$14,110,000**	**$19,726,000**	**$23,435,000**	**$14,110,000**	**$22,610,000**

Debt Ratios

FY Ended September 30	General Obligation Debt	General Obligation Debt to Assessed Value
2018	$14,110,000	2.93%
2017	19,726,000	4.18
2016	23,435,000	5.15
2015	14,110,000	3.31
2014	22,610,000	5.20

Overlapping General Obligation Indebtedness

County	2010 Population	Current Assessed Valuation	General Obligation Bonded Debt	General Obligation Bonded Debt Per Capita
Forrest County[26]	74,934	$675,178,318	$19,335,000	$258.03

School District	Current Assessed Valuation[27]	Total General Obligation Bonded Debt[28]
Hattiesburg Public School District	$320,500,612	$1,155,000

[26] Source: Office of the County Administrator, October 2018.
[27] Source: Office of the City Clerk, October 2018.
[28] Source: FY 2017 Audited Financial Statements of the School District.

APPENDIX B

FINANCIAL INFORMATION FOR THE CITY

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FINANCIAL STATEMENT FOR FISCAL YEAR

ENDED SEPTEMBER 30, 2016

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ADOPTED BUDGET FOR FISCAL YEAR 2019

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APPENDIX C

FORM OF THE CITY BOND RESOLUTION AND THE CITY BOND

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APPENDIX D

FORM OF BOND COUNSEL OPINION

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FORM OF BOND COUNSEL OPINION

Upon the delivery of the Series 2019 Bonds Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel, proposes deliver an opinion in substantially the following form:

Mississippi Development Bank
Jackson, Mississippi

Re: $____,000 Mississippi Development Bank Special Obligation Bonds, Series 2018 (Hattiesburg, Mississippi General Obligation Bond Project), dated the date of delivery thereof (the "**Series 2019 Bonds**")

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance by the Mississippi Development Bank (the "**Issuer**") of the above described Series 2019 Bonds, pursuant to an Indenture of Trust (the "**Indenture**"), dated as of ____, 2019, by and between the Issuer and ____, _____, Mississippi, as Trustee (the "**Trustee**"). The Series 2019 Bonds are being issued by the Issuer for the principal purpose of providing funds for the purchase of the $___,000 General Obligation Bond, Series 2019 (the "**City Bond**") being issued by the City of Hattiesburg, Mississippi (the "**City**") to finance certain public improvements within the City. We have examined the law and a certified transcript of proceedings of the Issuer relative to the authorization, issuance and sale of the Series 2019 Bonds and such other papers as we deem necessary to render this opinion, including (a) the tax covenants and representations of the Issuer made in the Indenture and in the Tax Regulatory Agreement and Arbitrage Certificate, dated ____, 20__ (the "**Arbitrage Certificate**") by the Issuer and the City, and (b) the tax covenants and representations of the City made in a resolution (the "**City Bond Resolution**") adopted by the Mayor and City Council of the City on November 6, 2018, and in the Arbitrage Certificate. Together the covenants and representations made in the Indenture, the City Bond Resolution and the Arbitrage Certificate are referred to herein as the "Tax Representations and Covenants".

Capitalized terms not defined herein shall have the definitions as set forth in the Indenture and the City Bond Resolution.

Regarding facts material to our opinions, we have relied upon the certified transcript of proceedings of the Issuer and the City 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, and subject to the assumptions and the qualifications herein, we are of the opinion, as of the date hereof, as follows:

1. The Series 2019 Bonds are legal, valid and binding limited obligations of the Issuer enforceable in accordance with the terms thereof. The Series 2019 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 2019 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 in the Funds and Accounts under the Indenture and the City Bond, including the investments thereof (excepting therefrom the Rebate Fund), subject to the application thereof to the purposes and on the conditions permitted by the Indenture.

3. Under and pursuant to the Act, the Series 2019 Bonds and interest thereon are exempt from all income taxes imposed by the State of Mississippi (the "**State**").

4. Under existing statutes, regulations, rulings and court decisions, subject to the assumption stated below, interest on the Series 2019 Bonds is excludable from gross income for federal income tax purposes. Furthermore, interest on the Series 2019 Bonds is not an item of tax preference for purposes of the federal alternative minimum; however, for the tax year beginning before January 1, 2018, interest on the Series 2019 Bonds is taken into account in determining adjusted current earnings for purposes of computing the federal alternative minimum tax imposed on corporations. We express no opinion regarding other federal tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of the Series 2019 Bonds. In rendering the opinion contained in this paragraph 4, we have assumed continuing compliance with the requirements of the Internal Revenue Code of 1986, as amended (the "**Code**"), that must be met by the Issuer and the City after the issuance of the Series 2019 Bonds, including the Tax Representations and Covenants, in order that interest on the Series 2019 Bonds not be included in gross income for federal income tax purposes. The failure to meet such requirements may cause interest on the Series 2019 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2019 Bonds. The Bank and the City have covenanted in the Tax Representatives and Covenants to comply with or to require compliance with the requirements of the Code in order to maintain the exclusion of interest on the Series 2019 Bonds from gross income for federal income tax purposes.

Owners of the Series 2019 Bonds should consult their own tax advisors as to the applicability and effect on their federal income taxes of any other collateral federal income tax consequences.

In this opinion letter issued in our capacity as Bond Counsel, we are opining only upon those matters set forth herein, and we are not passing upon the accuracy, adequacy or completeness of any statements made in connection with any offer, placement or sale of the Series 2019 Bonds or upon any federal or state tax consequences arising from the receipt or accrual of interest on or the ownership or disposition of the Series 2019 Bonds, except those specifically addressed herein.

In rendering the foregoing opinions, we have assumed the accuracy and truthfulness of all public records and of all certificates, resolutions, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We also have assumed the genuineness of the signatures appearing upon such public records, certifications, resolutions, documents and proceedings.

It is to be understood that the rights of the owners of the Series 2019 Bonds and the enforceability of the Series 2019 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 opinions in paragraphs 1 and 2 above, we have relied upon the opinion of Balch & Bingham, LLP, as counsel to the Issuer, as to the due authorization, execution and delivery by and enforceability against the Issuer of the Series 2019 Bonds and the Indenture.

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

Very truly yours,

BUTLER SNOW LLP

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APPENDIX F

FORM OF CONTINUING DISCLOSURE CERTIFICATE

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CONTINUING DISCLOSURE CERTIFICATE

THIS CONTINUING DISCLOSURE CERTIFICATE (this "**Disclosure Certificate**") is executed and delivered by the City of Hattiesburg, Mississippi (the "**City**") in connection with the issuance of $_____ Mississippi Development Bank Special Obligation Bonds, Series 2019 (Hattiesburg, Mississippi General Obligation Bond Project), dated the date of delivery thereof (the "**Bonds**"). The Bonds are being issued pursuant to an Indenture of Trust (the "**Indenture**"), dated ____, 2019, between the Mississippi Development Bank (the "**Bank**") and ____ Bank, _____, Mississippi, as trustee (the "**Trustee**"). The proceeds of the Bonds will be used by the Bank to purchase the City's _____ General Obligation Bond, Series 2019 (the "**City Bond**"). The proceeds of the City Bond will be used by the City to finance the costs of various capital improvements in the City. The City covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriters in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "**SEC**").

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture or parenthetically defined herein, which apply to any capitalized terms used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings**:**

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

"Dissemination Agent" shall mean, initially, the City, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation**.**

"Material Events" shall mean any of the events listed in Section 5 of this Disclosure Certificate**.**

"MSRB" shall mean the Municipal Securities Rulemaking Board. As of the date hereof, the MSRB's required method of filing is electronically via its Electronic Municipal Market Access (EMMA) system available on the Internet at http://emma.msrb.org**.**

"Participating Underwriter" shall mean the original underwriters of the Bonds required to comply with the Rule in connection with an offering of the Bonds**.**

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time**.**

SECTION 3. Provision of Annual Reports.

a. The City shall, or shall cause the Dissemination Agent to, not later than twelve (12) months following the end of the City's fiscal year of each year, commencing twelve (12) months following the end of the City's fiscal year ending September 30, 2019, provide to the MSRB (in an electronic format as prescribed by the MSRB), an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than five (5) business days prior to said date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report**.** The information to be updated may be reported in any format chosen by the City; it is not required that the format reflected in this Official Statement be used in future years.

b. If the City is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the City shall file or cause to be filed with the MSRB a notice in substantially the form attached as Exhibit "A" or in another form determined by the City in a timely manner.

c. The Dissemination Agent shall:

(1) determine each year prior to the date for providing the Annual Report the appropriate electronic format prescribed by the MSRB;

(2) if the Dissemination Agent is other than the City, send written notice to the City at least 30 days prior to the date the Annual Report is due stating that the Annual Report is due as provided in Section 3(a) hereof; and

(3) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing all the entities to which it was provided.

SECTION 4. **Content of Annual Reports.** The City's Annual Report shall contain or incorporate by reference the following:

a. A copy of its annual financial statements prepared in accordance with generally accepted accounting principles audited by a firm of certified public accountants. If audited annual financial statements are not available by the time specified in Section 3(a) above, unaudited financial information, if available, or adopted budgets of the City will be provided as part of the Annual Report and audited financial statements will be provided when and if available.

b. An update of the financial information of the type included in Exhibit B.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet Web Site or filed with the SEC. The City shall clearly identify each such document incorporated by reference.

SECTION 5. **Reporting of Material Events.** The City shall file or cause to be filed with the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the events listed below with respect to the Bonds:

a. Principal and interest payment delinquencies;

b. Non-payment related defaults, if material;

c. Unscheduled draws on debt service reserves reflecting financial difficulties;

d. Unscheduled draws on credit enhancements reflecting financial difficulties;

e. Substitution of credit or liquidity providers or their failure to perform;

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

g. Modifications to rights of bondholders, if material;

h. Bond calls, if material, and tender offers;

i. Defeasances;

j. Release, substitution or sale of property securing repayment of the Bonds, if material;

k. Rating changes;

l. Bankruptcy, insolvency, receivership or similar event of the obligated person;

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

n. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

SECTION 6. Format; Identifying Information. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be in the format prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

As of the date of this Disclosure Certificate, all documents submitted to the MSRB must be in portable document format (PDF) files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. In addition, such PDF files must be word-searchable, provided that diagrams, images and other non-textual elements are not required to be word-searchable.

SECTION 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the earliest of: (i) the date of legal defeasance, prior redemption or payment in full of all of the Bonds; (ii) the date that the City shall no longer constitute an "obligated person" within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds.

SECTION 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist the City in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

SECTION 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate and may waive any provision of this Disclosure Certificate, without the consent of the holders and beneficial owners of the Bonds, if such amendment or waiver does not, in and of itself, cause the undertakings herein (or action of any Participating Underwriter in reliance on the undertakings herein) to violate the Rule, but taking into account any subsequent change in or official interpretation of the Rule. The City will provide notice of such amendment or waiver to the MSRB.

SECTION 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Material Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

SECTION 11. Default. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

IN WITNESS WHEREOF, the City has caused this Disclosure Agreement to be executed by a duly authorized officer, all as of this ___ day of ____, 20___.

(SEAL)

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Mayor

ATTEST:

By _____
City Clerk

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer:	Mississippi Development Bank
Name of Conduit Borrower:	City of Hattiesburg, Mississippi (the "**City**")
Name of Bond Issue:	_____ Mississippi Development Bank Special Obligation Bonds, Series 2019 (Hattiesburg, Mississippi General Obligation Bond Project) (the "Series 2019 Bonds")
Date of Issuance:	____, 2019
CUSIP Numbers:	

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the Bonds as required by the Continuing Disclosure Certificate executed on ___, 20__ by the City. The City anticipates that the Annual Report will be filed by _____ ___, 20___.

Dated: _____, _____

EXHIBIT B

Name of Issuer: Mississippi Development Bank

Name of Conduit Borrower: City of Hattiesburg, Mississippi (the "**City**")

Name of Bond Issue: _____ Mississippi Development Bank Special Obligation Bonds, Series 2019 (Hattiesburg, Mississippi General Obligation Bond Project) (the "Series 2019 Bonds")

Date of Issuance: ____, 2019

CUSIP Numbers:

Government

Name	Occupation	Position Held Since

TAX INFORMATION

Assessed Valuation of the City[29]

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

Tax Levy Per $1,000 Valuation[30]

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

[29] The total assessed valuation is approved in September preceding the fiscal year of the City and represents the value of real property, personal property and public utility property for the year indicated on which taxes are assessed for the following fiscal year's budget. For example, the taxes for the assessed valuation figures for 20__ are collected starting in January, 20__ for the 20__-20___ fiscal year budget of the City.

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

Ad Valorem Tax Collections

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

Outstanding General Obligation Bonded Debt

(as of _____)

Issue	Date of Issue	Outstanding Principal

Other Outstanding Debt

(as of _____)

Issue	Date of Issue	Outstanding Principal

BOND PURCHASE AGREEMENT

Regarding the

$_____,000
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2019
(HATTIESBURG, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)

Mississippi Development Bank
735 Riverside Drive, Suite 300
Jackson, Mississippi 39202

Mayor and City Council
City of Hattiesburg, Mississippi
200 Forrest Street
Hattiesburg, Mississippi 39401

Ladies and Gentlemen:

The undersigned, Raymond James & Associates, Inc. (the "**Underwriter**"), being duly authorized, 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, will be binding upon the Bank and the City and upon the Underwriter. This offer is made subject to your written acceptance of this Bond Purchase Agreement on or before 5:00 o'clock p.m., Mississippi Time, on _____, 2019, and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered by the Underwriter to the Bank and the City at the above addresses, at any time prior to the acceptance hereof by you.

1. Purchase.

(a) Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the Bank for offering to the public, and the Bank hereby agrees to sell and deliver to the Underwriter for such purpose, an aggregate of $_____,000 principal amount of the Bank's Special Obligation Bonds, Series 2019 (Hattiesburg, Mississippi General Obligation Bond Project) (the "**Bonds**"), dated the date of delivery thereof, and having maturities and bearing interest at the rates per annum as set forth in **Exhibit A** hereto, and payable as described in the resolution concerning the Bonds adopted on November 14, 2018, by the Board of Directors of the Bank (the "**Bank Resolution**"), an Indenture of Trust under which the Bonds will be issued and by which they will be secured, dated as of ____, 2019 (the "**Indenture**"), by and between _____ Bank, _____, Mississippi, as trustee (the "**Trustee**"), and otherwise having such terms as are described in the Preliminary Official Statement (as hereinafter defined). The purchase price for the Bonds shall be $_____, being comprised of the principal amount of the Bonds of $_____,000.00, plus a net original issue premium of $_____, and less an Underwriter's

discount of $_____, which purchase price, subject to the terms and conditions of this Bond Purchase Agreement, will be paid to the Trustee on behalf of the Bank on the date of the payment for and delivery of the Bonds (herein called the "**Closing**"). The Bonds will be subject to optional redemption prior to maturity as set forth in **Exhibit A** hereto.

(b) It is intended that interest on the Bonds will be excluded from gross income for federal income tax purposes under existing statutes, regulations, rulings and court decisions and as set forth in the Preliminary Official Statement, and in reliance thereon, the Underwriter may offer the Bonds without registration under the Securities Act of 1933, as amended.

(c) All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Indenture and the Preliminary Official Statement.

(d) The principal of, premium, if any, and interest on the Bonds shall be payable solely and only from those revenues and funds of the Bank under the Indenture, including the $____,000 City of Hattiesburg, Mississippi General Obligation Bond, Series 2019 (the "**City Bond**") and payments derived therefrom, as more particularly described in the Preliminary Official Statement. The City Bond has been sold to the Bank by the City pursuant to a resolution of the City adopted by the Mayor and City Council of the City (the "**Governing Body**") on November 6, 2018, authorizing the sale and issuance of the City Bond and approving the sale and issuance of the Bonds (the "**City Bond Resolution**" and collectively with the Bank Resolution, the "**Bond Resolutions**"), and a City Bond Purchase Agreement between the City and the Bank (the "**City Bond Purchase Agreement**"). The City Bond is a general obligation of the City and represents a pledge of the full faith, credit and taxing power thereof.

2. Preliminary Official Statement and Official Statement. A Preliminary Official Statement of the Bank, dated ____, 20__ (the "**Preliminary Official Statement**"), has been distributed in connection with the Bonds, and an Official Statement of the Bank, to be dated the date hereof, will be delivered as hereinafter set forth in this Paragraph 2. The final Official Statement as it may be amended or supplemented, with the written consent of the Bank and the Underwriter, is hereinafter called the "Official Statement."

The Bank and the City hereby authorize the use of the Preliminary Official Statement, the Official Statement and the information therein contained by the Underwriter in connection with the public offering and the sale of the Bonds. As required by Rule 15c2-12 promulgated by the Securities and Exchange Commission under Section 15 of the Securities Exchange Act of 1934, as amended ("**Rule 15c2-12**"), the Underwriter shall deliver the Official Statement to the Municipal Securities Rulemaking Board (the "**MSRB**"). The Bank and the City hereby approve of and ratify the use by the Underwriter on or before the date hereof of the Preliminary Official Statement in connection with the prospective offering of the Bonds prior to the date hereof. The Bank and the City have duly authorized, approved and delivered the Preliminary Official Statement to the Underwriter; the Bank and the City have previously deemed the Preliminary Official Statement final, except for the omission of the following information: offering, prices, interest rates, selling compensation, aggregate principal amount of the Bonds, principal amount per maturity, delivery date, ratings and other terms of the Bonds depending on such matters

permitted to be omitted in accordance with Paragraph (b)(1) of Rule 15c2-12; and the Bank has duly authorized, approved and will execute the Official Statement on or prior to the Closing and shall deliver the same in final printed form subject to the provisions of Paragraph 9 hereof to permit the Underwriter to comply with Paragraph 9(b)(4) of Rule 15c2-12 and the rules of the MSRB, within seven (7) business days from the date hereof. The Bank and the City have delivered a "deemed final" certificate to the Underwriter, dated the date hereof, to evidence compliance with Rule 15c2-12 to the date hereof (the "**Deemed Final Certificate**"), in substantially the form attached hereto as **Exhibit B**.

3. Establishment of Issue Price

(a) The Underwriter agrees to assist the Bank in establishing the issue price of the Bonds and shall execute and deliver to the Bank at the Closing (as hereinafter defined) an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form acceptable to Butler Snow LLP, Ridgeland, Mississippi ("**Bond Counsel**"), with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter and the Bank, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the Bank under this section to establish the issue price of the Bonds may be taken on behalf of the Bank by Government Consultants, Inc., its independent registered municipal advisor (the "**Municipal Advisor**") and any notice or report to be provided to the Bank may be provided to the Municipal Advisor.

(b) Except as otherwise set forth in **Exhibit A** hereto, the Bank will treat the first price at which 10% of each maturity of the Bonds (the "**10% test**") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Agreement, the Underwriter shall report to the Bank the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Bank the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Agreement at the offering price or prices (the "**initial offering price**"), or at the corresponding yield or yields, set forth in **Exhibit A** hereto, except as otherwise set forth therein. **Exhibit A** also sets forth, as of the date of this Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Bank and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Bank to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "**hold-the-offering-price rule**"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price

to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Bank when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The Bank acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The Bank further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Bank (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly

with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Agreement by all parties.

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

4. Representations and Warranties of the Bank. The Bank represents and warrants to, and agrees with the Underwriter that:

(a) The Bank is a public body corporate and politic of the State of Mississippi (the "**State**"). The Board of Directors of the Bank (the "**Board**") is duly organized and existing under the Constitution and laws of the State with the powers and authority, among others, set forth in Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**Bank Act**"), and is authorized to issue the Bonds and otherwise to act on behalf of the Bank in connection with the sale and issuance of the Bonds.

(b) The Board, on behalf of the Bank, has full legal right, power and authority to enter into or accept this Bond Purchase Agreement, the City Bond Purchase Agreement and the Indenture, to adopt the Bank Resolution, to accept and assign the City Bond and to sell, issue and deliver the Bonds to the Underwriter as provided herein and to carry out and consummate all other transactions contemplated by this Bond Purchase Agreement, the Bonds, the City Bond Purchase Agreement, the Indenture, the Bank Resolution and the Official Statement.

(c) By official action of the Board prior to or concurrently with the acceptance hereof, the Board has duly adopted the Bank Resolution, has duly authorized and approved the execution and delivery of or acceptance of, and the performance by the Bank of the obligations of the Bank contained in the Bank Resolution, the Indenture, the

City Bond Purchase Agreement, the Bonds, and this Bond Purchase Agreement and the consummation by it of all other transactions contemplated by the Official Statement and this Bond Purchase Agreement.

(d) Neither the Bank nor the Board is in breach of or default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which either the Bank or the Board is a party or is otherwise subject, which breach or default would in any way materially adversely affect the official existence or powers of the Bank or the Board, the Bank Resolution, the Indenture, the City Bond Purchase Agreement or the issuance of the Bonds, and no event has occurred and is continuing, which with the passage of time or the giving of notice, or both, would constitute such a breach of or default under any such instrument; and the execution and delivery of or acceptance of this Bond Purchase Agreement, the Indenture, the City Bond Purchase Agreement, and the Bonds and the adoption of the Bank Resolution and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, agreement or other instrument to which either the Bank or the Board is a party or is otherwise subject.

(e) At the time of the Bank's acceptance hereof, the Preliminary Official Statement as it pertains to the Bank does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) No summons or complaint or any other notice or document has been served upon or delivered to the Bank or the Board or any of their officers or employees relating to any litigation, and there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best knowledge of the Bank or the Board, threatened against the Bank or the Board, affecting the existence of the Bank or the Board, the titles of their officers to their respective offices or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or in any way contesting or affecting the validity or enforceability of the Bonds or the tax exempt status of the Bonds, the Bank Resolution, the Indenture, the City Bond Purchase Agreement, the acceptance and assignment of the City Bond or this Bond Purchase Agreement or contesting in any way the completeness or accuracy of the Preliminary Official Statement, or contesting the powers of the Bank or the Board or any authority for the issuance of the Bonds, the adoption of the Bank Resolution, the acceptance and assignment of the City Bond or the execution or acceptance of this Bond Purchase Agreement, the Indenture, the City Bond Purchase Agreement, or the Bank's performance thereunder, nor is there any controversy or litigation pending or, to the best knowledge of the Bank or the Board, threatened, nor, to the best of the knowledge of the Bank and the Board, is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the tax exempt status of the interest on the Bonds or the validity or enforceability of the Bonds, the Bank Resolution, the Indenture, the City Bond Purchase Agreement, the City Bond, or this Bond Purchase Agreement.

(g) Except as otherwise provided herein, (i) the Bank Resolution, the Indenture, the City Bond Purchase Agreement, and the Bonds conform to the description thereof contained in the Preliminary Official Statement, and (ii) the Bonds, this Bond Purchase Agreement, the City Bond Purchase Agreement, the Bank Resolution, and the Indenture will constitute valid, legally binding, and enforceable obligations of the Bank.

(h) The proceeds from the sale of the Bonds will be used or applied as is provided in the Bond Resolutions, the Indenture, and the Preliminary Official Statement.

(i) If required by law to do so in the future, the Bank will undertake, pursuant to a continuing disclosure agreement with the City and the Trustee, to provide notices of certain events in connection with the Bonds.

(j) To the best of the Bank's knowledge, the Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein in connection with the Bank or the Bonds, in the light of the circumstances under which they were made, not misleading, and as of the Closing, the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein in connection with the Bank or the Bonds, in the light of the circumstances under which they were made, not misleading.

5. Representations and Warranties of the City. The City represents and warrants to, and agrees with the Underwriter that:

(a) The City is a public body corporate and a political subdivision of the State and a "local governmental unit" within the meaning of the Bank Act. The Governing Body is duly organized and existing under the Constitution and laws of the State and is authorized, pursuant to the provisions of Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time, (the "**City Act**" and together with the Bank Act, the "**Act**"), to issue the City Bond under the terms and provisions of the City Bond Resolution, under which the City's obligations on the City Bond arise, and otherwise to act on behalf of the City in connection with the execution of the City Bond Purchase Agreement and the execution and delivery of the City Bond.

(b) The Governing Body, on behalf of the City, shall have full legal right, power and authority to enter into or accept this Bond Purchase Agreement, the Continuing Disclosure Certificate (as hereinafter defined) and the City Bond Purchase Agreement, to execute, issue and deliver the City Bond to the Bank as provided in the City Bond Resolution and the City Bond Purchase Agreement and to carry out and consummate all other transactions contemplated by this Bond Purchase Agreement, the City Bond Purchase Agreement, the City Bond, the City Bond Resolution, the Continuing Disclosure Certificate and the Official Statement.

(c) By official action of the Governing Body prior to or concurrently with the acceptance hereof, the Governing Body has duly adopted the City Bond Resolution and has duly approved the execution and delivery by the Mayor of the City (the "**Mayor**")

and/or the City Clerk (the "**Clerk**") and/or an Authorized Officer of the City of this Bond Purchase Agreement, the City Bond Purchase Agreement, the Continuing Disclosure Certificate, and the City Bond, has duly authorized and approved the execution and delivery of or acceptance of, and the performance by the City of the obligations of the City contained in, the City Bond, the City Bond Purchase Agreement, the Continuing Disclosure Certificate, and this Bond Purchase Agreement and the consummation by it of all other transactions contemplated by the Preliminary Official Statement and this Bond Purchase Agreement.

(d) Neither the City nor the Governing Body is in breach of or default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which either the City or the Governing Body is a party or is otherwise subject, which breach or default would in any way materially adversely affect the official existence or powers of the City or the Governing Body, the City Bond Resolution or the issuance of the City Bond and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a breach of or default under any such instrument; and the execution and delivery of or acceptance of this Bond Purchase Agreement, the City Bond, the Continuing Disclosure Certificate, the adoption of the City Bond Resolution, the execution and delivery of the City Bond Purchase Agreement, and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, agreement or other instrument to which either the City or the Governing Body is a party or is otherwise subject.

(e) The Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein in connection with the City, the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Certificate, and the City Bond, in the light of the circumstances under which they were made, not misleading, and as of the Closing, the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein in connection with the City, the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Certificate, and the City Bond, in the light of the circumstances under which they were made, not misleading.

(f) Between the date of this Bond Purchase Agreement and the Closing, neither the City nor the Governing Body on behalf of the City, will, without the prior written consent of the Underwriter, which consent will not be unreasonably withheld, issue any bonds, notes or other obligations for borrowed money.

(g) No summons or complaint or any other notice or document has been served upon or delivered to the City or the Governing Body or any of their officers or employees relating to any litigation, and there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best knowledge of the City or the Governing Body, threatened against the City or the Governing Body, affecting the existence of the City or the Governing Body, the

titles of their officers to their respective offices or seeking to prohibit, restrain or enjoin the issuance or delivery of the City Bond, or in any way contesting or affecting the validity or enforceability of the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Certificate, and the City Bond, the tax exempt status of the interest on the Bonds and the City Bond, or this Bond Purchase Agreement or contesting in any way the completeness or accuracy of the Preliminary Official Statement, or contesting the powers of the City or the Governing Body or any authority for the issuance of the City Bond, the adoption of the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Certificate, and this Bond Purchase Agreement, or the City's performance thereunder, nor is there any controversy or litigation pending, or to the best knowledge of the City or the Governing Body, threatened, nor, to the best of the knowledge of the City and the Governing Body, is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the tax exempt status of the Bonds and the City Bond, the validity or enforceability of the Bonds, the City Bond, the City Bond Resolution, City Bond Purchase Agreement, the Continuing Disclosure Certificate, or this Bond Purchase Agreement.

(h) The proceeds from the sale of the City Bond to the Bank by the City as evidenced by the City Bond Purchase Agreement and the City Bond will be used or applied as provided in the City Bond Resolution, the City Bond Purchase Agreement, and the Preliminary Official Statement.

(i) The City is an "obligated person" within the meaning of Rule 15c2-12(f)(10) and shall have duly authorized, executed and delivered at the Closing a continuing disclosure agreement acceptable to the Underwriter that complies with the provisions of Rule 15c2-12(b)(5) (the "**Continuing Disclosure Certificate**") and shall be substantially in the form set forth in APPENDIX ___ of the Preliminary Official Statement

(j) Except as otherwise provided herein, (i) the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Certificate and the City Bond conform to the descriptions thereof contained in the Preliminary Official Statement, (ii) the City Bond, when issued and delivered in accordance with the City Bond Resolution and the City Bond Purchase Agreement, will be a validly issued and outstanding general obligation of the City secured by a pledge of its full faith, credit, and taxing power, all as more fully described in the Preliminary Official Statement and as to be more fully described in the Official Statement, and (iii) the City Bond Purchase Agreement, this Bond Purchase Agreement, the Continuing Disclosure Certificate, the City Bond Resolution, and the City Bond will constitute valid, legally binding and enforceable obligation of the City.

6. Further Representations and Warranties of the Bank. The Bank further represents and warrants to, and agrees with the Underwriter that:

(a) The Bank will furnish such information, execute such instruments, and take such other reasonable action in cooperation with the Underwriter as the Underwriter

may reasonably request to qualify the Bonds for offer and sale under the Blue Sky or other securities laws or regulations of such states and other jurisdictions of the United States of America as the Underwriter may designate; provided, however, that the Bank shall not be required to consent to service of process in any state or place where such is not provided by the laws of such state.

(b) No consent, approval, authorization or order of or filing, registration or declaration with any court or government agency or body is required for the sale, issuance or delivery of the Bonds or the consummation of the other transactions effected or contemplated herein or thereby, except such as may be required under the Blue Sky or other securities laws or regulations of any jurisdiction in connection with the offer and sale of the Bonds by the Underwriter, or if any such consent, approval or authorization is required, the Bank will obtain it prior to the date of the Closing and will provide reasonable evidence to the Underwriter that the same has been obtained.

(c) Except as otherwise provided herein, (i) the Bank Resolution, the Indenture, the City Bond Purchase Agreement, the City Bond, and the Bonds conform to the descriptions thereof contained in the Preliminary Official Statement, (ii) the Bonds, when validly issued, authenticated, and delivered in accordance with the Bank Resolution and the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding limited obligations of the Bank entitled to the benefits and security of the Bank Resolution and the Indenture, all as more fully described in the Preliminary Official Statement and as to be more fully described in the Official Statement, and will constitute valid, legally binding, and enforceable limited obligations of the Bank, and (iii) the Bank Resolution and the Indenture will constitute valid, legally binding and enforceable obligations of the Bank.

(d) In order for the Underwriter to comply with Rule 15c2-12, the Bank:

(i) Represents and warrants that, if, after the date of this Bond Purchase Agreement and until twenty-five (25) days after the "end of the underwriting period", as such term is defined in Rule 15c2-12, any event shall occur, and be known to the Bank, as a result of which it is necessary to amend or supplement the Official Statement in order to make the statements therein, in light of the circumstances when the Official Statement is delivered to a purchaser, not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, it will notify the Underwriter (and for the purposes of this paragraph (i) of this subsection (d) to provide the Underwriter with such information as it may from time to time reasonably request), and it will forthwith prepare and furnish, at the expense of the City (in a form and manner reasonably acceptable to the Underwriter), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not, in light of the circumstances when the Official Statement is delivered to a purchaser, be misleading or so that the Official Statement will comply with all applicable laws and regulations;

(ii) Represents and warrants that, at the time of the Bank's acceptance hereof, and unless an event of the nature described in paragraph (i) of this subsection (d) occurs,

at all times subsequent thereto during the period up to and including twenty-five (25) days subsequent to the end of the underwriting period, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; and

(iii) Represents and warrants that, if the Official Statement is supplemented or amended pursuant to paragraph (i) of this subsection (d), at the time of each supplement or amendment thereto and (unless an event of the nature described in paragraph (i) of this subsection (d) subsequently occurs) at all times subsequent thereto during the period up to and including twenty-five (25) days subsequent to the end of the underwriting period, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; and

(iv) Unless otherwise notified in writing by the Underwriter by the date of Closing, the Bank can assume that the "end of the underwriting period" for purposes of Rule 15c2-12 is the Closing. In the event such notice is so given in writing by the Underwriter, the Underwriter agrees to notify the Bank in writing following the occurrence of the "end of the underwriting period" as defined in Rule 15c2-12. The "end of the underwriting period" as used in this Bond Purchase Agreement shall mean the date of Closing or such later date as to which notice is given by the Underwriter in accordance with the preceding sentence.

7. Closing. The Bank will deliver the Bonds by delivery thereof to Cede & Co., as nominee of The Depository Trust Company ("**DTC**") as directed by the Underwriter against payment of the purchase price therefore by wire transfer of immediately available funds to the Trustee at or prior to 9:00 o'clock a.m., Central Standard Time, on ____, 2019, or such other place, time or date as shall be mutually agreed upon by the Bank and the Underwriter. The Bonds will be delivered in fully registered form in such denominations and registered to such persons as the Underwriter shall request at least three (3) days prior to the date of the Closing. The Bonds may be in printed, engraved, typewritten or photocopied form and each such form shall constitute "definitive form." The legal documents required by this Bond Purchase Agreement and the Official Statement shall be delivered to the parties hereto at the offices of Bond Counsel in Ridgeland, Mississippi, on such date or such other date corresponding with the payment for and delivery of the Bonds, and contemporaneously with such payment and delivery.

8. Closing Conditions. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations, warranties and agreements of the Bank and the City contained herein and to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Bank and the City of their obligations hereunder, both as of the date hereof and as of the date of Closing. Accordingly, the Underwriter's obligations under this Bond Purchase Agreement to purchase and pay for the Bonds shall be subject to the performance by the Bank and the City of their obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following conditions:

(a) The representations and warranties of the Bank and the City contained herein shall be true, complete and correct as of the date hereof, and on and as of the date of Closing with the same effect as if made on the date of Closing.

(b) At the time of the Closing, the Indenture and the Bond Resolutions shall be in full force and effect, and shall not have been amended, modified, or supplemented, and the Official Statement shall not have been amended, modified, or supplemented, except as may have been agreed to by the Underwriter.

(c) At the time of Closing, all official action of the Bank and the City relating to this Bond Purchase Agreement, the Indenture, the Bonds, the Bond Resolutions, the City Bond Purchase Agreement, the City Bond, and the Preliminary Official Statement shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to by the Underwriter.

(d) The Bank and the City shall not have, subsequent to the date hereof and prior to Closing, failed to pay principal or interest when due on any of their obligations for money borrowed wherein such failure, if any, would have a material adverse impact on their ability to perform in accordance with this Bond Purchase Agreement, the Indenture, the Bonds, the Bond Resolutions or the City Bond except as set forth in the Official Statement.

(e) The Underwriter shall have the right to terminate its obligations under this Bond Purchase Agreement to purchase and pay for the Bonds by notifying the Bank and the City of its election to do so if, after the execution hereof and prior to the Closing: (i) legislation shall have been introduced in or enacted by the Congress of the United States of America or enacted by the State, or legislation pending in the Congress of the United States of America shall have been amended, or a decision shall have been rendered by a court of the United States of America or the State, including the Tax Court of the United States of America or a ruling shall have been made or a regulation shall have been proposed or made or a press release or other form of notice shall have been issued by the Treasury Department of the United States of America or the Internal Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by the State or by a similar body, or upon interest on the Bonds or the City Bond or obligations of the general character of the Bonds or the City Bond which may have the purpose or effect, directly or indirectly, of affecting the tax status of the Bank and the City, the Bank's

property or income, its securities (including the Bonds) or the interest thereon, or any tax exemption granted or authorized by the Act, in the sole reasonable opinion of the Underwriter, affects materially and adversely the market for the Bonds, or the market price generally of obligations of the general character of the Bonds or the City Bond; (ii) the outbreak or escalation of hostilities involving the United States of America or the declaration by the United States of America of a national emergency or war, if the effect of any such event specified in this clause (ii) in the reasonable judgment of the Underwriter makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Bonds on the terms and in the manner contemplated by the Official Statement; (iii) there shall have occurred a general suspension of trading on the New York Stock Exchange or the declaration of a general banking moratorium by the United States of America, New York State or State authorities; (iv) there shall have been issued a stop order, ruling, or regulation affecting the validity or tax exempt status of the Bonds or the City Bond by the Securities and Exchange Commission; (v) an event described in subsection (d) of Paragraph 6 hereof occurs which, in the reasonable opinion of the Underwriter, requires or has required the preparation and distribution of a supplement or amendment to the Official Statement and which in the reasonable opinion of the Underwriter affects materially and adversely the market for the Bonds; (vi) the marketability of the Bonds or the market price thereof, in the opinion of the underwriter, has been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets; or (vii) there shall have occurred or any notice shall have been given of any intended downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service to any of the City's obligations.

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

(i) The Official Statement, together with any supplements or amendments to the Official Statement in the event that the Official Statement has been supplemented or amended, executed on behalf of the Bank by the Executive Director of the Bank;

(ii) A copy of the Bank Resolution certified as of the date of the Closing by the Secretary or the Assistant Secretary of the Bank as having been duly adopted by the Board and as being in effect, with such amendments, modifications and supplements as may have been agreed to by the Underwriter;

(iii) A copy of the City Bond Resolution certified as of the date of the Closing by the Clerk as having been duly adopted by the Governing Body and as being in effect, with such amendments, modifications and supplements as may have been agreed to by the Underwriter;

(iv) Executed copies of the Indenture, the City Bond Purchase Agreement, the Continuing Disclosure Certificate and the City Bond, with such amendments, modifications and supplements as may have been agreed to by the Underwriter;

(v) The unqualified opinion, dated the date of the Closing, of Bond Counsel in substantially the form attached to the Preliminary Official Statement and incorporated herein by this reference thereto, and a letter from such Bond Counsel, dated the date of the Closing and addressed to the Underwriter, to the effect that such opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to the Underwriter;

(vi) An opinion, dated the date of the Closing and addressed to the Underwriter, of Counsel to the Bank (the "**Bank's Counsel**"), to the effect that (A) the Bank and the Board are duly organized and existing under the laws of the State, including the Bank Act; (B) the Bank Resolution has been duly adopted by the Board on behalf of the Bank which has full power and authority to perform its obligations thereunder and has not been amended; (C) this Bond Purchase Agreement, the Bonds, the City Bond Purchase Agreement and the Indenture have been duly authorized, executed and delivered, or accepted, by the Board on behalf of the Bank; (D) the Bank Resolution, the Bonds, the City Bond Purchase Agreement and the Indenture constitute, assuming the valid authorization, execution and delivery by the other parties thereto, legal and binding obligations of the Bank, enforceable in accordance with their respective terms, subject to (1) applicable bankruptcy, insolvency or other similar laws of the State or federal government affecting the enforcement of creditors' rights generally, and (2) the fact that specific performance and other equitable remedies are granted only in the discretion of a court; (E) neither the execution, delivery or performance by the Bank of this Bond Purchase Agreement, the Bonds, the City Bond Purchase Agreement or the Indenture conflicts with or results in a breach of the terms or provisions of the Constitution of the State or any State law including the Act; (F) all consents, approvals and other action required by any governmental authority or agency in connection with the execution, delivery and performance, or acceptance of, by the Bank of this Bond Purchase Agreement, the Bonds, the City Bond Purchase Agreement and the Indenture have been obtained or accomplished; (G) the Board on behalf of the Bank has duly approved the form of and authorized the use by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds by the Underwriter; (H) the Bonds, the Indenture, the City Bond Purchase Agreement, and the Bank Resolution conform as to form and tenor with the terms and provisions thereof as summarized and set out in the Official Statement; and (I) without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, such counsel has no reason to believe that, as of the date of the Closing, the Official Statement (except for financial statements and other financial and statistical data and "TAX MATTERS" or Appendices A and B, included therein, as to which no view need be expressed) contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or that the Official Statement, as the same may have been amended or supplemented to the date of the Closing pursuant to subsection (d) of Paragraph 6 hereof (except as aforesaid), as of the date of the Closing contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(vii) An opinion, dated the date of the Closing and addressed to the Underwriter of Moran M. Pope III, Hattiesburg, Mississippi, as counsel to the City (the "**City Counsel**"), to the effect that (A) the City and the Governing Body are duly organized and existing under the laws of the State; (B) the City Bond Resolution has been duly adopted by the Governing Body on behalf of the City which has full power and authority to perform its obligations thereunder and has not been amended; (C) this Bond Purchase Agreement, the City Bond Purchase Agreement, the Continuing Disclosure Certificate, and the City Bond have been duly authorized, executed and delivered, or approved, by the Governing Body on behalf of the City; (D) the City Bond Purchase Agreement, the City Bond, the Continuing Disclosure Certificate, and the City Bond Resolution constitute, assuming the valid authorization, execution and delivery by the other parties thereto, if any, legal and binding obligations of the City, enforceable in accordance with their respective terms, subject to (1) applicable bankruptcy, insolvency or other similar laws of the State or federal government affecting the enforcement of creditors' rights generally, and (2) the fact that specific performance and other equitable remedies are granted only in the discretion of a court; (E) neither the execution, delivery nor performance by the City of this Bond Purchase Agreement, the City Bond Purchase Agreement, the City Bond, the Continuing Disclosure Certificate, or the City Bond Resolution conflicts with or results in a breach of the terms or provisions of the Constitution of the State or any State law; (F) all consents, approvals, and other action required by any governmental authority or agency in connection with the execution, delivery, and performance by the City of this Bond Purchase Agreement, the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Certificate, and the City Bond have been obtained or accomplished; (G) the City Bond Purchase Agreement, the City Bond, the Continuing Disclosure Certificate and the City Bond Resolution conform as to form and tenor with the terms and provisions thereof as summarized and set out in the Official Statement; and (H) without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, he has no reason to believe that, as of the date of the Closing, the Official Statement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein in connection with the City, the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Certificate, and the City Bond, in the light of the circumstances under which they were made, not misleading, or that the Official Statement, as the same may have been amended or supplemented to the date of the Closing pursuant to subsection (d) of Paragraph 6 hereof (except as aforesaid), as of the date of the Closing contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein in connection with the City, the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Certificate, and the City Bond, in the light of the circumstances under which they were made, not misleading;

(viii) The supplemental opinion of Bond Counsel addressed to the Underwriter, in form and substance satisfactory to the Underwriter;

(ix) A certificate, dated the date of the Closing and signed by the Executive Director and Secretary of the Bank to the effect that (A) the representations and

warranties of the Bank contained herein are true and correct in all material respects on and as of the date of the Closing with the same effect as if made on the date of the Closing; (B) no summons or complaint or any other notice or document has been served upon or delivered to the Bank or any of their officers or employees relating to any litigation, and there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best of their knowledge, threatened against the Bank or the Board, affecting the existence of the Bank or the Board, or the titles of their officers to their respective offices, or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds, or in any way contesting or affecting the tax exempt status of the interest on the Bonds or the validity or enforceability of the Bonds, the Bank Resolution, the City Bond Purchase Agreement, the Indenture, or this Bond Purchase Agreement, or contesting in any way the completeness or accuracy of the Official Statement, or contesting the powers of the Bank, the Board or any authority for the issuance of the Bonds, the adoption of the Bank Resolution or the execution or acceptance of this Bond Purchase Agreement, the City Bond Purchase Agreement, and the Indenture, nor is there any controversy or litigation pending or, to the best of their knowledge, threatened, nor to the best of their knowledge is there any basis therefor, wherein any unfavorable decision, ruling or finding would materially adversely affect the tax exempt status of the interest on the Bonds or the validity or enforceability of the Bonds, the Bank Resolution, the City Bond Purchase Agreement, the Indenture, or this Bond Purchase Agreement (but in lieu of or in conjunction with such certificate the Underwriter may, in its sole discretion, accept certificates or opinions of the Bank's Counsel, that in its opinion the issues raised in any such pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit); (C) to the best of their knowledge, no event affecting the Bank or Board has occurred since the date of the Official Statement that should be disclosed in the Official Statement, as the same may be supplemented or amended, in order that the Official Statement shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (D) the Bank and the Board have complied with all the agreements and satisfied all the conditions on their respective parts to be performed or satisfied at or prior to the Closing;

(x) A certificate, dated the date of the Closing and signed by the Mayor and the Clerk to the effect that (A) the representations and warranties of the City contained herein are true and correct in all material respects on and as of the date of the Closing with the same effect as if made on the date of the Closing; (B) no summons or complaint or any other notice or document has been served upon or delivered to the City or any of their officers or employees relating to any litigation, and there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best of their knowledge, threatened against the City or the Governing Body, affecting the existence of the City or the Governing Body, or the titles of their officers to their respective offices, or seeking to prohibit, restrain or enjoin the execution or delivery of the City Bond, or in any way contesting or affecting the tax exempt status of the interest on the Bonds or the City Bond, or the validity or enforceability of the City Bond, the City Bond Resolution, the City Bond Purchase

Agreement, the Continuing Disclosure Certificate or this Bond Purchase Agreement, or contesting in any way the completeness or accuracy of the Official Statement, or contesting the powers of the City, the Governing Body, or any authority for the issuance of the City Bond, the adoption of the City Bond Resolution, or the execution or approval of this Bond Purchase Agreement, the Continuing Disclosure Certificate, and the City Bond Purchase Agreement, nor is any controversy or litigation pending or, to the best of their knowledge, threatened, nor to the best of their knowledge is there any basis therefor wherein any unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the City Bond, the tax exempt status of the interest on the City Bond, the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Certificate, or this Bond Purchase Agreement (but in lieu of or in conjunction with such certificate the Underwriter may, in its sole discretion, accept certificates or opinions of the City's Counsel, that in its opinion the issues raised in any such pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit); (C) to the best of their knowledge, no event affecting the City or Governing Body has occurred since the date of the Official Statement that should be disclosed in the Official Statement, as the same may be supplemented or amended, in order that the Official Statement shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (D) the City and the Governing Body have complied with all the agreements and satisfied all the conditions on their respective parts to be performed or satisfied at or prior to the Closing;

(xi) A certificate or agreement, dated the date of Closing, signed by the Executive Director of the Bank, in a form acceptable to Bond Counsel and the Underwriter with respect to the compliance by the Bank with applicable arbitrage and other applicable requirements of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder (hereinafter called the "**Code**"), to support the conclusion that the Bonds will not be "arbitrage bonds" under the Code;

(xii) A certificate or agreement, dated the date of Closing, signed by the Mayor, in a form acceptable to Bond Counsel and the Underwriter with respect to the compliance by the City with applicable arbitrage and other applicable requirements of the Code to support the conclusion that the Bonds and the City Bond will not be "arbitrage bonds" under the Code;

(xiii) The unqualified final decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi validating the Bonds, in customary form, and the unqualified final decree of the Chancery Court of Forrest County, Mississippi validating the City Bond, in customary form;

(xiv) A certified copy of a transcript of all proceedings taken by the Bank relating to the authorization and issuance of the Bonds and the execution and delivery of the Indenture, this Bond Purchase Agreement, and the City Bond Purchase Agreement;

(xv) A certified copy of a transcript of all proceedings taken by the City and relating to the authorization and issuance of the City Bond and the execution and delivery of this Bond Purchase Agreement, the Continuing Disclosure Certificate, and the City Bond Purchase Agreement;

(xvi) The Underwriter shall have received a certificate, dated the date of Closing and signed by an authorized officer of the Trustee, to the effect that (A) such officer is an authorized officer of the Trustee, (B) the Indenture and the Continuing Disclosure Certificate have been duly executed and delivered by the Trustee, (C) the Trustee has all necessary corporate and trust powers required to carry out the trust created by the Indenture, (D) to the best of such officer's knowledge, the acceptance by the Trustee of the duties and obligations of the Trustee under the Indenture and compliance with the provisions thereof will not conflict with or constitute a breach of or default under any law, administrative regulation, consent decree or any agreement or other instrument to which the Trustee is subject or by which the Trustee is bound, and (E) the Trustee has duly authenticated the Bonds, and the person signing the certificate of authentication on each Bond has been duly authorized to do so;

(xvii) A certificate, dated the date of the Closing, signed by the Executive Director or the President of the Bank and the Secretary or the Assistant Secretary of the Bank, certifying that on the date of the execution of the certificate (A) they are the duly chosen, qualified and acting officers of the Bank occupying the offices indicated opposite their names, (B) the members of the Governing Body at all times relevant to the sale and issuance of the Bonds are as set forth therein, (C) the Executive Director or the President and the Secretary or the Assistant Secretary of the Bank have executed the Bonds by causing their signatures to be affixed to each Bond, (D) they do thereby recognize the said signatures as their true and lawful signatures, and (E) further certifying that the seal, which is imprinted on each of said Bonds and on such certificate is the official seal of the Bank;

(xviii) A certificate, dated the date of the Closing, signed by the Mayor and the Clerk, certifying that on the date of the execution of the certificate (A) they are the duly chosen, qualified and acting officers of the City occupying the offices indicated opposite their names, (B) the members of the Governing Body at all times relevant to the adoption of the City Bond Resolution, the execution and delivery of the City Bond Purchase Agreement, the Continuing Disclosure Certificate, and the City Bond and the issuance thereof, are as set forth therein, (C) the Mayor and the Clerk have executed the City Bond Purchase Agreement, the Continuing Disclosure Certificate, this Bond Purchase Agreement and the City Bond by causing their signatures to be affixed to the City Bond Purchase Agreement, this Bond Purchase Agreement, and the City Bond, (D) they do thereby recognize the said signatures as their true and lawful signatures, and (E) further certifying that the seal which is imprinted on the City Bond Purchase Agreement, the Continuing Disclosure Certificate, the City Bond, and on such certificate, is the official seal of the City;

(xix) A certificate, dated the date of the Closing, signed by the Executive Director or the President of the Bank and the Secretary or the Assistant Secretary of the

Bank, to the effect that nothing has come to their attention which would lead them to believe that the Official Statement, as of its date and as of the date of the Closing, contains any untrue statement of a material fact or omits to state any material fact which should be included therein for the purpose for which the Official Statement is to be used, or which is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and in providing such certificate, the Executive Director or the President of the Bank and the Secretary or the Assistant Secretary of the Bank may state that they have not undertaken to independently verify information outlined or derived from the various publications or other similar sources as presented therein;

(xx) A certificate, dated the date of the Closing, signed by the Mayor and the Clerk, to the effect that nothing has come to their attention that would lead them to believe that the Official Statement, as of its date and as of the date of the Closing, contains any untrue statement of a material fact or omits to state any material fact that should be included therein for the purpose for which the Official Statement is to be used, or which is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and in providing such certificate, the Mayor and the Clerk may state that they have not undertaken to independently verify information outlined or derived from the various publications or other similar sources as presented therein;

(xxi) A certificate of the Trustee, as paying agent for the City Bond, in form and substance acceptable to the Underwriter and Bond Counsel;

(xxii) On or before the date of the Closing, evidence that there shall be in effect an insured rating of "____" by _____ and an underlying rating of "____" by Moody's Investors Service, Inc. A letter of confirmation of such rating shall be made available at the Closing;

(xxiii) A copy of the Letter of Representation to DTC from the Bank;

(xxiv) To the extent not otherwise included herein, a copy of each of the documents described in Section 2.04 of the Indenture; and

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

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Bond Purchase Agreement shall be deemed to be in compliance with the

provisions hereof but only if they are delivered to the Underwriter in form and substance satisfactory to the Underwriter.

If the Bank and the City, in good faith, shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement (unless the Underwriter waives and/or consents to the inability to satisfy such conditions), or if such obligations of the Underwriter 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 and the City shall be under further obligation hereunder.

9. Expenses. Expenses incident to the performance of the obligations of the Bank and the City hereunder including but not limited to: (a) the cost of the preparation of the Indenture, the City Bond Purchase Agreement, the City Bond, the Bond Resolutions, the Preliminary Official Statement, and the Official Statement; (b) the cost of the preparation and printing of the definitive Bonds and the City Bond; (c) the fees and disbursements of Bond Counsel, City's Counsel and any other legal fees, including the State Bond Attorney fee; (d) the fees and disbursements of the Bank's Counsel and experts, financial advisors, or consultants retained by the Bank or the City; (e) fees for bond ratings; (f) the cost of preparation and printing of the Preliminary Official Statement and the Official Statement in sufficient quantity (but not to exceed 150 copies) to permit the Underwriter to comply with the requirements of Rule 15c2-12; and (g) the cost of the preparation of this Bond Purchase Agreement, shall be paid from the proceeds of the Bonds. Neither the Bank nor the City shall be required to pay any such costs or to reimburse any party for any such expenses other than from the proceeds of the Bonds. Except as provided in this Paragraph 9, the Underwriter shall pay: (x) all advertising expenses in connection with the public offering of the Bonds; (y) the cost of any copies of the Official Statement in excess of said copy limitations; and (z) all other expenses incurred by it in connection with its public offering and distribution of the Bonds. The City shall pay for expenses (included in the expense component of the spread) incurred on behalf of City's employees which are incidental to implementing this Bond Purchase Agreement, including, but not limited to, meals, transportation, lodging and entertainment of those employees.

10. Notices. Any notice or other communication to be given to the Bank and the City under this Bond Purchase Agreement may be given by delivering the same in writing at the addresses set forth above and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to Raymond James & Associates, Inc., 50 North Front Street, Memphis, Tennessee 38103, Attention: Public Finance.

11. Parties in Interest. This Bond Purchase Agreement is made solely for the benefit of the Bank, the City and the Underwriter (including the successors or assigns of the Underwriter), and no other person shall acquire or have any right hereunder or by virtue hereof. All the representations, warranties and agreements of the Bank, the City, and the Underwriter contained in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of (a) any investigation made by or on behalf of the Underwriter, the Bank and the City; (b) delivery of any payment for the Bonds hereunder; and (c) any termination of this Bond Purchase Agreement.

12. Governing Law. This Bond Purchase Agreement shall be governed by, and construed in accordance with, the laws of the State. This Bond Purchase Agreement shall become effective upon the execution of the acceptance hereof by duly authorized officers of the Bank and the City and shall be valid and enforceable as of the time of such acceptance.

13. Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

14. Entire Agreement. This Bond Purchase Agreement, when accepted by the Bank and the City in writing as heretofore specified, shall constitute the entire agreement among the parties hereto with respect to the offer and sale of the Bonds and the transactions related thereto, as set forth herein.

15. Underwriter has No Advisory or Fiduciary Role. The Bank and the City acknowledge and agree that:

(a) The primary role of the Underwriter is to purchase securities, for resale to investors, in an arm's length commercial transaction between the Bank and the Underwriter and that the Underwriter has financial and other interests that differ from those of the Bank and the City;

(b) The Underwriter is not acting as a municipal advisor, financial advisor, or fiduciary to the Bank or the City and has not assumed any advisory or fiduciary responsibility to the Bank or the City with respect to the transaction contemplated by this Bond Purchase Agreement and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Bank or the City on other matters);

(c) The only obligations the Underwriter has to the Bank and the City with respect to the transaction contemplated hereby are expressly set for in this Bond Purchase Agreement; and

(d) The Bank and the City have consulted their own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent they deem appropriate. If the Bank would like a municipal advisor in this transaction that has legal fiduciary duties to the Bank, then the Bank is free to engage a municipal advisor to serve in that capacity. The City has employed Government Consultants, Inc. as its financial advisor.

[Remainder of This Page Intentionally Left Blank]

If you agree with the foregoing, please sign this Bond Purchase Agreement in the space provided below and return one copy so executed to each of the Underwriter, the Bank and the City, whereby this Bond Purchase Agreement shall then become a binding agreement among the Underwriter, the Bank and the City.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC., as Underwriter

By _____

Title _____

ACCEPTED:

This ___ day of _____, 2019.

MISSISSIPPI DEVELOPMENT BANK

By _____
Executive Director

ACCEPTED:

This ___ day of _____, 2019.

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Mayor

EXHIBIT A

MATURITY SCHEDULE

Date of Maturity (____ 1)	Principal Amount	Interest Rate	Yield	Price

$_____,000 @ _____% due ___ 1, 20__, Priced to Yield @ ____% @ _____%
$_____,000 @ _____% due ___ 1, 20__, Priced to Yield @ ____% @ _____%

c - Priced to the par call date of ___ 1, 20___

REDEMPTION PROVISIONS

If the City directs the Bank to redeem the Bonds in accordance with the City Bond Resolution, the Bank has agreed under the Indenture to accept redemption and to redeem the Bonds in accordance with the Indenture.

Optional Redemption. The Series 2019 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 date of maturity in whole or in part, in principal amounts and maturities as selected by the Bank on any date on or after ___ 1, 20___, at par, plus accrued interest to the date of redemption thereof. Under the Indenture, selection of the Series 2019 Bonds to be redeemed within a maturity will be made by lot by the Trustee.

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

$___,000

Term Bond Maturing ___ 1, 20___

Year	**Principal Amount**
20__	$,000
20__	,000
20__	,000
20__	,000
20__*	,000

*** Final Maturity**

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

$___,000

Term Bond Maturing ___ 1, 20___

Year	**Principal Amount**
20__	$,000
20__	,000
20__	,000
20__	,000
20__*	,000

*** Final Maturity**

EXHIBIT B

DEEMED FINAL CERTIFICATE

$_____,000
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2019
(HATTIESBURG, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)

Rule 15c2-12 Certificate of the Bank and the City

The undersigned hereby certify to Raymond James & Associates, Inc. (the "**Underwriter**"), that they are authorized to execute and deliver this Certificate and further certify on behalf of the Mississippi Development Bank (the "**Bank**") and the City of Hattiesburg, Mississippi (the "**City**"):

(a) This Certificate is delivered to enable the Underwriter to comply with Securities and Exchange Commission Rule 15c2-12, as amended, under the Securities Exchange Act of 1934 (the "**Rule**") in connection with the offering and sale of the Bank's $____,000 Special Obligation Bonds, Series 2019 (Hattiesburg, Mississippi General Obligation Bond Project), dated the date of delivery thereof (the "**Bonds**").

(b) In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement, dated ____, 20___, setting forth information concerning the Bonds, the Bank and the City and certain other matters (the "**Preliminary Official Statement**").

(c) As used herein, "Permitted Omissions" shall mean the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery date, ratings and other terms of the Bonds depending on such matters, all with respect to the Bonds.

(d) The information contained in the Preliminary Official Statement is final within the meaning of the Rule as of its date except for the Permitted Omissions.

(e) To the best of the knowledge of the Bank and the City, the information contained in the Preliminary Official Statement pertaining to the Bank and the City does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in the Preliminary Official Statement, in the light of the circumstances under which they were made, not misleading.

If, at any time before the earlier of (1) receipt of notice from the Underwriter that Final Official Statements (as defined in the Rule) with respect to the Bonds are no longer required to be delivered under the Rule or (2) 90 days after the underwriting period of the Bonds by the Underwriter, any event occurs as a result of which the information contained in the Final Official Statement would no longer be true and correct or would no longer be the most recently available information, the Bank or the City shall promptly notify the Underwriter of such event or shall update such information so that it is the most recent available and provide such updated information to the Underwriter.

IN WITNESS WHEREOF, we have hereunto set our hands to be effective this __ day of _____, 2019.

MISSISSIPPI DEVELOPMENT BANK

By _____
Executive Director

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Mayor

HATTIESBURG, MISSISSIPPI

Post-Issuance Compliance Policies and Procedures

Adopted on November 6, 2018

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ATTACHMENT 1 – FORM OF ANNUAL COMPLIANCE CHECKLIST

Section 1 - Purpose

It is the policy of the City of Hattiesburg, Mississippi, (the "**City**") to comply with federal tax law applicable to its tax-exempt debt borrowings ("**Tax-Exempt Debt**") to ensure that interest paid on such Tax-Exempt Debt remains exempt from federal income tax and to comply with federal securities laws applicable to certain of its debt borrowings ("**Debt**"). The federal tax law requires compliance with numerous rules and regulations, including but not limited to, filing requirements, yield restriction limitations, arbitrage rebate requirements, use of proceeds and financed projects limitations and recordkeeping requirements. The federal securities laws require the City to disclose certain financial information and operating data and to file notices of certain material events to the marketplace to facilitate informed secondary market trading in certain securities issued by the City. Given the increasing complexity of the federal tax and securities laws, the City hereby formally adopts the following policies and procedures (the "**Policies and Procedures**"). These Policies and Procedures are intended to serve as a guide for the City to facilitate compliance with federal tax law applicable to its Tax-Exempt Debt and to facilitate compliance with the federal securities law applicable to its Debt.

In the event these policies and procedures conflict, in whole or in part, with the federal tax agreement or federal tax certificate prepared on behalf of the City in connection with its borrowing of Tax-Exempt Debt (the "**Tax Certificate**"), the terms of the applicable Tax Certificate will control.

Section 2 - Compliance Officer Designation

The City Clerk is hereby designated as the City's Compliance Officer (the "**Compliance Officer**"). Except as otherwise described herein, the City's designated Compliance Officer will have primary responsibility for ensuring that the City's outstanding Tax-Exempt Debt is, and remains, in compliance with federal tax law. The City may appoint a new Compliance Officer from time to time as needed. Also, the Compliance Officer may delegate duties herein as deemed necessary.

The Compliance Officer will at all times be aware of the City's obligations set forth in these Policies and Procedures, including the City's ongoing recordkeeping and compliance responsibilities associated with its Tax-Exempt Debt. The Compliance Officer will at all times be familiar with these Policies and Procedures and will be authorized to consult with third-party professionals (e.g., legal counsel, bond counsel and arbitrage calculating agents), as necessary, to ensure compliance with these Policies and Procedures. The Compliance Officer will be familiar with the IRS's website at www.irs.gov/Tax-Exempt-Bonds and aware that such website contains information, forms and publications pertaining to tax-exempt bonds, including IRS Publication 4079 – Tax Exempt Governmental Bonds, a copy of which is attached as Attachment II.

Section 3 - Tax-Exempt Debt Borrowings

I. Tax Certificates. The Tax Certificate (which is generally prepared by bond counsel and signed by the City) will serve as the operative document for purposes of establishing reasonable expectations of the City as of the date of the borrowing. Each Tax Certificate provides a summary of the federal tax rules applicable to each Tax-Exempt Debt borrowing. Prior to each borrowing, the Compliance Officer will review each Tax Certificate to confirm that the expectations set forth in the Tax Certificate are reasonable and accurate and to become familiar with the requirements set forth therein.

II. Internal Revenue Service Form 8038 – Tax-Exempt Bonds. IRS Form 8038-G, Information Return for Tax-Exempt Governmental Obligations ("**Form 8038-G**") is generally prepared by bond counsel as of the date of issuance of the Tax-Exempt Debt. The City understands that each Form 8038-G must be filed by the City with the IRS no later than the 15th day of the 2nd calendar month after the close of the calendar quarter in which the Tax-Exempt Debt is issued. The Compliance Officer will ensure that the proper information is documented in the Form 8038-G.

III. Reimbursement Declarations of Official Intent. Under Section 1.150-2 of the Treasury Regulations, the Borrower is permitted to use proceeds of Tax-Exempt Debt to reimburse certain expenditures paid before the date of issuance of the Tax-Exempt Debt (subject to certain requirements). One requirement is that the Borrower (or Issuer) must adopt a declaration of official intent to reimburse expenditures not later than 60 days after the reimbursed expenditure is paid. If proceeds of the Tax-Exempt Debt will be used for reimbursement purposes, the Compliance Officer will coordinate with the Issuer to ensure the timely adoption of such declaration of official intent.

IV. Qualified Hedge. If the City enters into a qualified hedge (i.e. swap transaction) pursuant to Section 1.148-4(h) of the Treasury Regulations in connection with its Tax-Exempt Debt, the Compliance Officer will immediately inform the Issuer and cooperate with the Issuer to ensure compliance with the Treasury Regulations required for integration (to the extent integration is desired by the City).

Section 4 - Use of Debt Proceeds – Tax-Exempt Bonds

I. Private Business Use. The City will not knowingly take or permit to be taken any action that would cause any of its outstanding Tax-Exempt Debt to become taxable "private activity bonds," as described below. Generally, an issue of qualified 501c(3) tax-exempt bonds under Section 145 of the Code will be considered taxable "private activity bonds" if more than 5% of the proceeds are used directly or indirectly in any trade or business carried on by a private business user and more than 5% of the debt service is directly or indirectly (1) secured by any interest in property used or to be used in any trade or business carried on by a private business user, or (2) derived from payments made in respect of property used or to be used in any trade or business carried on by a private business user.

The Compliance Officer will annually review the "use" of its facilities financed with its outstanding Tax-Exempt Debt for compliance with the applicable use restrictions imposed on

tax-exempt financed facilities, as set forth in the Tax Certificate. Prior to entering into certain arrangements that could give rise to an impermissible amount of private business use, the Compliance Officer will consult with its counsel before entering into such arrangements that include, but are not limited to, management contracts, operating agreements, licenses, leases, subleases, naming rights agreements, research agreements, cellular tower or solar panel placement agreements, clinical trial agreements, and joint venture or partnership arrangements.

In the event the Compliance Officer determines the City has entered into an arrangement involving any of its facilities financed with Tax-Exempt Debt which may give rise to an impermissible amount of private business use, the City will consult its counsel to determine whether such arrangement impacts the tax-exempt status of the City's Tax-Exempt Debt. The Compliance Officer will provide the Issuer with written notice of any such actions by the City that would adversely impact the tax-exempt status of the Tax-Exempt Debt.

II. Sale of Debt-Financed Property. Prior to selling or otherwise disposing of any facilities financed with outstanding Tax-Exempt Debt, the Compliance Officer will obtain approval from the Issuer and will consult with its counsel to determine what impact, if any, such arrangement would have on the tax-exempt status of the City's outstanding Tax-Exempt Debt.

III. Remedial Actions. The Compliance Officer will be aware of the remedial action rules contained in Treasury Regulations Section 1.141-12, providing, in certain circumstances, a mechanism to voluntarily remediate violations of the private business tests or private loan financing test. Although the City intends that none of its Tax-Exempt Debt will require the application of the remedial action rules, prior to taking any action that would cause its outstanding Tax-Exempt Debt to, absent a remedial action, violate the private business use tests or private loan financing test, the Compliance Officer will consult with its counsel regarding the applicability of the remedial action rules to such action and the ability to remediate the impacted Tax-Exempt Debt. The Compliance Officer will provide the Issuer with written notice of any remedial action by the City that would adversely impact the tax-exempt status of the Tax-Exempt Debt.

IV. Private Loans. The City's Tax-Exempt Debt will be considered taxable "private loan bonds" if more than 5% of the proceeds of the Tax-Exempt Debt is used, directly or indirectly, to make or finance loans to private persons. The City will not take or permit to be taken any action that would cause any of its Tax-Exempt Debt to be considered taxable "private loan bonds." The City will not loan the proceeds of its Tax-Exempt Debt to any third party without first consulting with its counsel. The Compliance Officer will consult with its counsel prior to any such loans being made by the City.

Section 5 - Arbitrage Rebate and Arbitrage Limitations Imposed on Tax-Exempt Debt

I. Hiring an Arbitrage Calculating Agent. With regard to each of the City's outstanding Tax-Exempt Debt borrowings, the City will retain an arbitrage calculating agent to (a) determine whether the Tax-Exempt Debt in question qualifies for an exception to the arbitrage rebate rules and (b) perform calculations to ascertain whether an arbitrage rebate payment or yield reduction payment is owed to the IRS, unless, in the judgment of the City and in compliance with these

Policies and Procedures and the Tax Certificate, there is no reasonable prospect of any arbitrage rebate or yield reduction payment liability. The Compliance Officer will coordinate the timely hiring of an arbitrage calculating agent as required by these Policies and Procedures.

II. Payment of Arbitrage Rebate and Yield Reduction Liability. The arbitrage calculating agent retained by the City (discussed above) will determine whether an arbitrage rebate payment or yield reduction payment is owed to the IRS. If payment is owed to the IRS, the City will instruct the arbitrage calculating agent to prepare IRS Form, 8038-T, Arbitrage Rebate Yield Reduction and Penalty Payment in Lieu of Arbitrage Rebate ("**Form 8038-T**"). The Compliance Officer or arbitrage calculating agent will remit the Form 8038-T, with the required payment, to the IRS.

The Compliance Officer will consult with its arbitrage calculating agent within thirty (30) days of the issue date of its Tax-Exempt Debt as to the required "installment computation dates" for purposes of calculating arbitrage rebate and yield reduction liability. As background, for these purposes, within 60 days after each installment computation date, the City must cause to be paid to the Internal Revenue Service at least 90% of the amount of arbitrage rebate and yield reduction payment liability owed. In addition, within 60 days after the final installment computation date, the City must cause to be paid to the Internal Revenue Service 100% of the amount of arbitrage rebate and yield reduction payment liability owed. Each completed Internal Revenue Service Form 8038-T, Arbitrage Rebate Yield Reduction and Penalty in Lieu of Arbitrage Rebate, together with full payment in the amount equal to the arbitrage rebate or yield reduction payment liability calculated by the arbitrage calculating agent, must be filed with the Internal Revenue Service at the applicable address which is currently, Internal Revenue Service Center, Ogden, UT 84201.

III. Yield Restriction Limitations. For each Tax-Exempt Debt borrowing, the City will comply with the applicable yield restriction investment limitations and temporary periods with regard to its outstanding Tax-Exempt Debt, as described in the respective Tax Certificate. The Compliance Officer will monitor the City's compliance with these applicable yield restriction limitations.

IV. Timely Expenditure of Tax-Exempt Debt Proceeds. The IRS generally requires that conduit borrowers of Tax-Exempt Debt reasonably expect to spend eighty-five percent of the proceeds of such borrowings within three years of the issue date of such Tax-Exempt Debt. Accordingly, it is the City's policy to utilize tax-exempt financing for projects that it reasonably expects will be substantially completed within three years, unless otherwise approved by its counsel. Upon receipt of proceeds from Tax-Exempt Debt borrowings, the Compliance Officer will regularly monitor the expenditure of such proceeds. If the majority of such proceeds will not be fully expended within three years of the issue date of the Tax-Exempt Debt, the Compliance Officer will determine how quickly such amounts can be spent, and if needed, contact its counsel to determine whether remedial action as described above (or some other form of action) will be needed.

Section 6 - Recordkeeping

I. Means of Maintaining Records. The City may maintain all records required to be held as described in this Section 6 in paper and/or electronic (e.g., CD, disks, tapes) form. It is the policy of the City to maintain as much of its records electronically as feasible. The Compliance Officer will be responsible for verifying the City's continued compliance with the recordkeeping requirements set forth in this Section 6 with regard to the City's Tax-Exempt Debt.

II. Retention Period. The City will maintain, or cause to be maintained, all records relating to the tax-exempt status of its Tax-Exempt Debt and the representations, certifications and covenants set forth in its respective Tax Certificates until the date four years after the last outstanding obligation of the issue to which such records and Tax Certificate relate has been retired.

If the City borrows Tax-Exempt Debt to refund prior debt, the City will maintain all of the records described in this Section 6 with respect to the refunded debt as well (whether taxable or tax-exempt) until the date that is four years after the Tax-Exempt Debt, the proceeds of which were used to refund the prior debt, has been retired. For example, if the City borrows Tax-Exempt Debt in 2018 (2018 Bonds) to refund Tax-Exempt Debt borrowed in 2009 (2009 Bonds), the City will maintain the records described herein with respect to the 2009 Bonds until the date four years after the date the last outstanding 2018 Bond has been retired. If the 2009 Bonds themselves refunded prior debt, the City will also maintain records related to such prior debt for the same period of time.

III. Required Records.

The City will maintain detailed records with respect to the following:

A. Transcript of Proceedings for the City's Tax-Exempt Debt.

B. Documentation evidencing the expenditure of proceeds of the City's Tax-Exempt Debt.

C. Documentation evidencing any private business use of facilities financed with proceeds of the City's Tax-Exempt Debt.

D. Documentation evidencing all sources of payment or security for the City's Tax-Exempt Debt.

E. Documentation pertaining to any investment of proceeds of the City's Tax-Exempt Debt, including documentation pertaining to broker's fees paid (if at all) or other administrative costs with respect to such investments.

F. Records of arbitrage rebate payment and yield reduction payment calculations performed by the arbitrage calculating agent (irrespective of whether any amount was determined to be owed to the Internal Revenue Service), as well as records related to any arbitrage rebate payments or

yield reduction payments made to the Internal Revenue Service, including the calculations performed by the arbitrage calculating agent substantiating such payments, together with the Internal Revenue Service Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate, that accompanied all such payments.

G. Documentation authorizing the reimbursement of expenditures using proceeds of the Tax-Exempt Debt.

H. Appraisals, demand surveys and feasibility studies related to projects financed or refinanced with the City's Tax-Exempt Debt.

I. Documentation relating to any third-party funding for the City's projects to which proceeds of the City's Tax-Exempt Debt will be applied (including government grants).

J. Records of any Internal Revenue Service audits or compliance checks, or any other Internal Revenue Service inquiry related to the City's Tax-Exempt Debt.

Section 7 - Voluntary Closing Agreement Program

The Compliance Officer will be aware of the IRS's TEB Voluntary Closing Agreement Program ("**VCAP**") and its ability, pursuant to IRS Notice 2008-31, 2008-11 I.R.B. 592 (or a successor notice as the case may be), to request a voluntary closing agreement with the IRS to resolve compliance violations on the part of the City with the applicable federal tax rules to its outstanding Tax-Exempt Debt. A copy of Internal Revenue Service Notice 2008-31 is available on the Internal Revenue Service's website at www.irs.gov.

Section 8 - Annual Compliance and Continuing Education

I. Annual Compliance. The Compliance Officer will complete the Annual Compliance Checklist within 60 days of the end of each "bond year," as defined in the Tax Certificate. A copy of the Annual Compliance Checklist is attached hereto as Attachment 1. The Compliance Officer will deliver a copy of the Annual Compliance Checklist to the Issuer annually, upon request of the Issuer.

II. Continuing Education. The Compliance Officer will consult with bond counsel regarding the federal tax rules applicable to the City's outstanding Tax-Exempt Debt and any changes to the federal tax law. The City will update these policies and procedures as needed to reflect any such changes. The City will encourage its Compliance Officer to attend continuing education events and conferences, as needed, pertaining to tax-exempt municipal bonds. The City will encourage its Compliance Officer to contact bond counsel and/or tax counsel as needed to comply with these Policies and Procedures and for purposes of completing the Annual Compliance Checklist.

Section 9 - Miscellaneous

The City reserves the right to amend or withdraw these TE Policies and Procedures at any time and from time to time to reflect changes in federal tax laws or other applicable laws concerning its outstanding Tax-Exempt Debt. The Compliance Officer will consult with its counsel as it deems necessary to ensure the applicable federal tax law requirements are satisfied. These TE Policies and Procedures do not, and are not intended to, limit the actions of the City solely to those federal tax matters listed above, but are intended to provide the City with broad discretion and general guidelines in addressing any and all federal tax matters that may affect its outstanding Tax-Exempt Debt.

Section 10 - Consultation with Counsel

Should the City, including the Compliance Officer, have further questions regarding these Post-Issuance Compliance Policies and Procedures or any other questions concerning the City's Tax-Exempt Debt borrowings, please contact Butler Snow LLP attorney, Elizabeth Clark at (601) 985-4406.

ATTACHMENT 1 – FORM OF ANNUAL COMPLIANCE CHECKLIST

[Attached]

FORM ANNUAL COMPLIANCE REPORT & CHECKLIST

[BOND CAPTION]

The Compliance Officer shall complete this Form Annual Compliance Report and Checklist (the "**Annual Checklist**") for each of the City's outstanding tax-exempt bonds on an annual basis, within 60 days of the close of the applicable bond year, which should be set forth in the Tax Certificate. The tax-exempt bonds identified below shall hereinafter be referred to as the "Bonds." The project(s) financed or refinanced with proceeds of the Bonds shall hereinafter be referred to as the "Project." The Bond Year covered by this Annual Checklist shall hereinafter be referred to as the "Annual Period."

If the Compliance Officer identifies any compliance deficiencies in this Annual Checklist, the Compliance Officer should immediately contact Bond Counsel, as identified in the City's TE Policies and Procedures and take the actions required in the Tax Certificate or TE Policies and Procedures.

If the Compliance Officer has any questions pertaining to completion of this Annual Checklist, please contact Butler Snow LLP attorney, Elizabeth Clark at (601) 985-4406 ("**Tax Counsel**").

1. GENERAL QUESTIONS

Bond Caption: _____
Date of Issuance of Bonds: _____
Applicable Annual Period: _____
Date of Annual Checklist: _____
Name of Compliance Officer: _____
Description of Project: _____

2. PROJECT OWNERSHIP

Has the Project been continuously owned by the City during the Annual Period: _____

If ownership of the Project has changed during the Annual Period, contact Tax Counsel: _____

3. PROJECT COMPLETION & EXPENDITURE OF PROCEEDS OF BONDS (FOR NEW MONEY PROJECTS)

Amount of proceeds of Bonds originally allocated to construct the Project: _____

Have all such proceeds (including interest earned thereon) been spent: _____

If not, does the City expect such amounts will be expended in accordance with its expectations set forth in the Tax Certificate: _____

If all such proceeds have not been spent, has more than three years elapsed since the Date of Issuance of Bonds: _____

Has the Project been completed and placed in service: _____

If Project has been completed and placed in service, has the City completed a "final allocation" of Bond proceeds: _____

If Project has been completed, if any proceeds of the Bonds allocated to construct the Project remain unspent, contact Tax Counsel: _____

If Project has been completed during the Annual Period, has written notice been sent to the Issuer: _____

4. USE OF PROJECT

During the Annual Period, has any portion of the Project been managed by another entity: _____

If so, has the arrangement been determined to be compliant with Revenue Procedure 2017-13 (if not, contact Tax Counsel): _____

During the Annual Period, has any portion of the Project been leased to another entity: _____

If so, has the arrangement been determined to be compliant with Revenue Procedure 2017-13 (if not, contact Tax Counsel): _____

During the Annual Period, has any portion of the Project been used for research by another entity: _____

If so, has the arrangement been determined to be compliant with Revenue Procedure 2007-47 (if not, contact Tax Counsel): _____

During the Annual Period, has the City entered into any agreements with respect to the Project that could result in private business use (such as naming rights agreements, cell tower or wind generation agreements, or other types of arrangements) (if yes, contact Tax Counsel): _____

If the City intends to use the Project in a manner that may jeopardize the tax-exempt status of the Bonds, contact Tax Counsel: _____

5. REFUNDINGS

If the Bonds were issued for current refunding purposes, were such proceeds of the Bonds spent within 90 days of the issue date of the Bonds (if no, contact Tax Counsel): _____

If the Bonds were issued for advance refunding purposes, are the refunded Bonds being redeemed by the escrow agent in accordance with the requirements in the Escrow Agreement (if no, contact Tax Counsel): _____

6. ARBITRAGE AND REBATE

Have all rebate and yield reduction calculations mandated in the Tax Certificate been prepared: _____

If a rebate and yield calculation was prepared during the Annual Period, has the City retained a copy and filed an 8038-T with the IRS if required (if no, contact Tax Counsel): _____

7. RECORD KEEPING

Has the City maintained all records as required by the Tax Certificate and the TE Policies and Procedures (if no, contact Tax Counsel): _____

8. CORRESPONDENCE WITH INTERNAL REVENUE SERVICE

During the Annual Period, has the City received any correspondence from the IRS pertaining to the Bonds: _____

If yes, please describe: _____

If yes, has the City contacted Tax Counsel: _____

9. QUALIFIED HEDGE CONTRACTS

During the Annual Period, has the City entered into a new hedge contract: _____

If the City previously integrated a hedge contract with the Bonds, has the City taken action to terminate the hedge contract during the Annual Period (if yes, contact Tax Counsel): _____

10. MODIFICATIONS TO BOND DOCUMENTS

During the Annual Period, has the City entered into an arrangement that modified the terms of the bond documents: _____

If yes, please describe and contact Tax Counsel: _____

11. CONTINUING EDUCATION

During the Annual Period, describe any continuing education events and/or conferences attended by the Compliance Officer: _____

During the Annual Period, has the Compliance Officer consulted with Tax Counsel regarding federal tax rules pertaining to the Bonds as needed: _____

12. REMEDIAL ACTION

During the Annual Period, has the Compliance Officer identified a violation that may necessitate the need for the Issuer to take remedial action with regard to the Bonds (if yes, contact Tax Counsel): _____

13. VCAP

During the Annual Period, has the Compliance Officer identified a violation that may necessitate utilization of the IRS's Voluntary Closing Agreement Program (if yes, contact Tax Counsel): _____

A COPY OF THIS ANNUAL CHECKLIST SHOULD BE FILED WITH THE CITY'S RECORDS PERTAINING TO THE ISSUANCE OF THE BONDS.

IF COMPLETION OF THIS CHECKLIST REQUIRES CONSULTATION WITH TAX COUNSEL, CONTACT ONE OF THE FOLLOWING ATTORNEYS WITH BUTLER SNOW LLP:

ELIZABETH CLARK at (601) 985-4406

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There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **6th** day of **November, 2018**, the following Resolution:

RESOLUTION 2018-181

RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF A GENERAL OBLIGATION BOND, SERIES 2019, OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY"), FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK IN A TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWENTY-NINE MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS ($29,850,000); PRESCRIBING THE FORM AND DETAILS OF SAID BOND; PROVIDING CERTAIN COVENANTS OF THE CITY IN CONNECTION WITH SAID BOND AND DIRECTING THE PREPARATION, EXECUTION AND DELIVERY THEREOF; AUTHORIZING THE SALE OF SAID BOND TO THE MISSISSIPPI DEVELOPMENT BANK; AUTHORIZING AND APPROVING THE FORM OF, EXECUTION OF AND DELIVERY OF, AS APPLICABLE, AN INDENTURE OF TRUST, THE MISSISSIPPI DEVELOPMENT BANK BOND PURCHASE AGREEMENT, THE CITY BOND PURCHASE AGREEMENT, APPROVING THE FORM OF AND AUTHORIZING AND DIRECTING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND A FINAL OFFICIAL STATEMENT IN CONNECTION WITH THE SALE AND ISSUANCE OF THE MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2019 (HATTIESBURG, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT), IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWENTY-NINE MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS ($29,850,000); AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and the City Council of the City of Hattiesburg, Mississippi, acting for and on behalf of said City of Hattiesburg, Mississippi, hereby find, determine, adjudicate and declare as follows:

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

"**Act**" means together the Bank Act and the City Bond Act.

"**Agent**" shall mean any Paying Agent or Transfer Agent, whether serving in either or both capacities. The Agent shall initially be the Trustee.

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

"**Bank**" shall mean 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 Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended or supplemented from time to time.

"**Bank Bonds**" shall mean the not to exceed $29,850,000 Mississippi Development Bank Special Obligation Bonds, Series 2019 (Hattiesburg, Mississippi General Obligation Bond Project), authorized to be issued in one or more series by the Bank pursuant to the Bank Act and the terms and conditions of the Indenture.

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

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

"**Business Day**" shall mean any day other than (a) a Saturday, (b) a Sunday, (c) any other day on which banking institutions in New York, New York, or Jackson, Mississippi, are authorized or required not to be open for the transaction of regular banking business, (d) any day the City Courthouse in Hattiesburg, Mississippi is closed, or (e) a day on which the New York Stock Exchange is closed.

"**City**" shall mean the City of Hattiesburg, Mississippi, a "local governmental unit" under the Bank Act.

"**City Bond**" shall mean the not to exceed $29,850,000 General Obligation Bond, Series 2019, of the City authorized and directed to be issued in this Bond Resolution and registered to the Trustee as assignee of the Bank pursuant to this Indenture.

"**City Bond Act**" shall mean Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended or supplemented from time to time.

"**Clerk**" shall mean the City Clerk of the City.

"**Code**" shall mean the Internal Revenue Code of 1986 in effect on the date of issuance of the Bank Bonds and the City Bond, and the applicable regulations or rulings promulgated or proposed thereunder, and any successor thereto, as such may be amended from time to time.

"**Construction Project**" shall mean (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, and purchasing buildings and land therefor; (iii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (iv) constructing bridges and culverts; and (v) for other authorized purposes under the City Bond Act and the Bank Act.

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

"**Indenture**" shall mean that certain Indenture of Trust, to be dated the date of delivery thereof, by and between the Bank and the Trustee, pursuant to which the Bank Bonds are issued. A copy of the substantial form of the Indenture is attached as **EXHIBIT A** hereto.

"**Interest Payment Date**" shall be as described in Section 2.3 of the Indenture as the interest payment dates of the Bank Bonds.

"**Mayor**" shall mean the Mayor of the City of Hattiesburg, Mississippi.

"**Municipal Advisor**" shall mean Government Consultants Inc., Madison, Mississippi.

"**Paying Agent**" shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the payment of the principal of and interest on the City Bond. The Paying Agent shall initially be the Trustee.

"**Payments**" shall have the meaning given it in Section 12(b) hereof.

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

"**Project**" shall mean providing funds for (i) the costs of the Construction Project and (ii) paying costs of issuance for the City Bond and the Bank Bonds, including funding capitalized interest, if applicable and paying for bond insurance premium, if applicable.

"**Record Date Registered Owner**" shall mean the Registered Owner of the City Bond as of the Record Date.

"**Record Date**" shall have the meaning given to it in Section 1.1 of the Indenture.

"**Registered Owner**" or "**Bondholder**" shall mean the Person whose name shall appear in the registration records of the City maintained by the Transfer Agent and shall initially be the Trustee as assignee of the Bank as provided for in the Indenture.

"**State**" shall mean the State of Mississippi.

"**Transfer Agent**" shall mean shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the registration of the owner of the City Bond and for the performance of such other duties as may be herein or hereafter specified by the Governing Body. The Transfer Agent shall initially be the Trustee.

"**Trustee**" shall mean shall mean a bank or other financial institution to be determined upon sale of the Bank Bonds, which financial institution will have corporate trust powers and be qualified to act as Trustee under the Indenture.

"**2019 Bond Fund**" shall mean the City of Hattiesburg, Mississippi General Obligation Bond, Series 2019 Bond Fund provided for in Section 12 hereof.

"**2019 Construction Fund**" shall mean the City of Hattiesburg, Mississippi General Obligation Bond, Series 2019 Construction Fund provided for in Section 13 hereof.

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

2. Heretofore, on October 2, 2018, the Governing Body adopted a resolution entitled **"RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS OF THE CITY AND/OR A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED FORTY-FIVE MILLION DOLLARS ($45,000,000) TO RAISE MONEY FOR THE PURPOSE OF (I) CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR; (II) ERECTING, REPAIRING, IMPROVING, ADORNING, EQUIPPING AND FURNISHING MUNICIPAL BUILDINGS, AND PURCHASING BUILDINGS AND LAND THEREFOR; (III) PROTECTING A MUNICIPALITY, ITS STREETS AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; (IV) CONSTRUCTING BRIDGES AND CULVERTS; AND (V) FOR OTHER AUTHORIZED PURPOSES UNDER MISSISSIPPI CODE ANN. SECTIONS 21-33-301 *ET SEQ.*, AND SECTIONS 31-25-1 *ET SEQ.*, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, INCLUDING FUNDING CAPITALIZED INTEREST, IF APPLICABLE AND PAYING THE COSTS OF BORROWING, INCLUDING ANY COSTS FOR BOND INSURANCE PREMIUM, IF APPLICABLE; DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES"** (the "**Intent Resolution**") indicating its intent to (a) issue general obligation bonds of the City, in one or more series, and/or (b) issue a general obligation bond of the City, in one or more series, to be sold to the Bank, all in a total aggregate principal amount not to exceed Forty-Five Million Dollars ($45,000,000), as authorized by the Act for the purposes of providing funds for the Project, and fixed 4:00 o'clock p.m. on November 6, 2018, as the date and hour for any protest to be made and filed against the issuance of such general obligation bonds and/or general obligation bond as described in the Intent Resolution.

3. As required by law and as directed by the Intent Resolution, said Intent Resolution was published once a week for at least three (3) consecutive weeks in *The Hattiesburg Post*, a newspaper published in the City, and having a general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days before November 6, 2018, and the last publication to be not more than seven (7) days prior to such date, said notice was published in said newspaper on October 11, 18, 25 and November 1, 2018, as evidenced by the publisher's affidavit on file with the Clerk.

4. On or prior to 4:00 o'clock p.m. on November 6, 2018, no written protest against the issuance of such general obligation bonds and/or general obligation bond as described in the Intent Resolution, had been filed or presented by qualified electors of the City with the Clerk in his office located in City Hall.

5. The Governing Body did meet on November 6, 2018 and does hereby find, determine and adjudicate that no protest against such general obligation bonds and/or general obligation bond as described in the Intent Resolution has been duly filed.

6. The Governing Body is authorized and empowered by the provisions of the Act and other applicable laws of the State, to issue its City Bond in a principal amount of not to exceed $45,000,000, in one or more series, and sell same to the Bank for the purpose of providing funds for the Project without any election on the question of the issuance thereof.

7. The Governing Body desires to authorize and approve the issuance of the City Bond pursuant to this Bond Resolution and the purchase thereof by the Bank with the proceeds of the Bank Bonds.

8. As of October 2, 2018, the assessed value of all taxable property within the City, according to the last completed assessment for taxation, is $481,363,557; and the City has outstanding bonded indebtedness as subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303 of the City Bond Act, in the amount of $13,955,000, and outstanding bonded and floating indebtedness as subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303 of the City Bond Act (which amount includes the sum set forth above subject to the fifteen percent (15%) debt limit), in the amount of $13,955,000; the issuance of the City Bond, when added to the outstanding bonded indebtedness of the City, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of taxable property within the City, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of taxable property within the City, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City.

9. The Governing Body is now desirous of proceeding with the issuance of the City Bond pursuant to this Bond Resolution and the purchase thereof by the Bank with the proceeds of the Bank Bonds and authorizing the negotiation of the sale of the Bank Bonds thereof to Raymond James & Associates, Inc., Memphis, Tennessee, as Underwriter (the "**Underwriter**").

10. The Governing Body hereby receives, examines and considers the following form of documents concerning the issuance, sale and purchase of the City Bond by the Bank: (i) the form of the City Bond Purchase Agreement, to be dated the date of sale of the City Bond (the "**City Bond Purchase Agreement**"), by and between the Bank and the City, which provides for the sale of the City Bond to the Bank; (ii) the form of the Indenture, to be dated the date of delivery of the Bank Bonds, by and between the Bank and a to be determined trustee (the "**Trustee**") (the "**Indenture**"), under which the Bank Bonds will be issued and by which they will be secured; (iii) the form of the Mississippi Development Bank Bond Purchase Agreement, to be dated the date of sale of the Bank Bonds (the "**Bond Purchase Agreement**"), by and among the Bank, the City and the Underwriter, which provides for the sale of the Bank Bonds to the Underwriter; (iv) the form of the Preliminary Official Statement, to be dated the date of distribution thereof (the "**Preliminary Official Statement**") describing the Bank Bonds, the City Bond, the terms of the Indenture and other matters in connection with the sale and issuance of the Bank Bonds and the City Bond, and (v) the form of the Continuing Disclosure Certificate, to be dated the date of delivery thereof (the "**Continuing Disclosure Certificate**"), to be executed by the City in connection with the issuance of the Bank Bonds (together, the "**City Documents**").

11. The Governing Body does now find, determine and adjudicate that each of the City Documents referred to above, which City Documents are now before the Governing Body, are in appropriate form and are an appropriate document for the purposes identified.

12. Upon approval by the Bank, the Preliminary Official Statement will be distributed for use in connection with the sale of the Bank Bonds.

13. The City will make payments on the City Bond in amounts sufficient to pay the principal of, premium, if any, and interest on the Bank Bonds, as and when the same shall become due and payable.

14. The Governing Body does now find, determine and adjudicate that all conditions, acts and things required by the Act and the Constitution and laws of the State to have existed, to have happened and to have been performed precedent to and in connection with the adoption of this Bond Resolution, the sale and issuance of the City Bond to the Bank, the sale and issuance of the Bank Bonds, the execution by the City of the Bond Purchase Agreement, the City Bond Purchase Agreement and the distribution of the Preliminary Official Statement have happened and have been performed in regular and due time, form and manner as required by law.

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

SECTION 1. In consideration of the purchase and acceptance of the City Bond by those who shall hold the same from time to time, this Bond Resolution shall constitute a contract between the City and the Registered Owner from time to time of the City Bond. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City for the benefit of the Registered Owner shall be for the equal benefit, protection and security of the Registered Owner of the City Bond, all of which, regardless of the time or times of its authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

SECTION 2. The City Bond is hereby authorized and ordered to be prepared and issued in one or more series in a principal amount of not to exceed Twenty-Nine Million Eight Hundred Fifty Thousand Dollars ($29,850,000) to raise money for the Project as authorized by the Act. The Governing Body is authorized and empowered by the provisions of the City Bond Act to issue the City Bond without an election on the question of the issuance thereof and is authorized to issue the City Bond pursuant to the Act or as may otherwise be provided by law.

SECTION 3. (a) Payments of interest on the City Bond shall be made to the Record Date Registered Owner, and payments of principal shall be made upon presentation and surrender thereof at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America upon presentation of the City Bond at the corporate trust office of the Paying Agent.

(b) The City Bond shall be dated the date of its delivery; shall be issued as a fully registered bond in a single denomination equal to the principal amount thereof; shall be numbered 1; shall bear interest from the date thereof at the federally taxable or tax exempt rate or rates borne by the Bank Bonds (as provided in the Indenture) which federally taxable or tax exempt rate or rates shall be reviewed by the Municipal Advisor and determined to be reasonable under then current market conditions, payable on each Interest Payment Date, subject to the limitation that the City Bond shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum; and shall mature and become due and payable in the same manner and at the same dates and times as provided for the Bank Bonds in the Indenture; provided, however, that the final maturity for the City Bond shall be no later than thirty (30) years from its date of issuance unless earlier redeemed as provided for in this Bond Resolution and the Indenture.

(c) The City Bond is subject to redemption prior to maturity only at the times, to the extent, in the manner and as otherwise provided for the Bank Bonds in the Indenture. If applicable, the City shall provide proper notices to the Bank and the Trustee as provided in the Indenture in the event the City elects to redeem the City Bond or any portion thereof, and redemption of the City Bond or any portion thereof shall be as provided in this Section 3 and Article IV of the Indenture. It is intended that redemption of the City Bond may only occur through the processes provided in the Indenture, and the City hereby accepts such redemption provisions by this reference.

(d) A default in the due and punctual payment of any interest or principal on the City Bond or a default by the City under this Bond Resolution is an Event of Default (as defined in the Indenture) under the Indenture entitling the Trustee to exercise certain remedies under the Indenture, including, but not limited to, the acceleration of all principal and interest due and

owing on the Bank Bonds outstanding. In the event the Trustee exercises such remedies under the Indenture, the principal and interest due and owing on the City Bond may be accelerated in accordance with the Indenture and the City shall cause the City Bond to be redeemed and paid in full.

SECTION 4. (a) When the City Bond shall have been executed as herein provided, they shall be registered as an obligation of the City in the office of the Clerk in a record maintained for that purpose, and the Clerk shall cause to be imprinted upon the City Bond, over his manual or facsimile signature and manual or facsimile seal, his certificate in substantially the form set out in Section 6.

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

(c) The City Bond shall be delivered to the Bank upon payment of the purchase price therefor in accordance with the terms and conditions of the Indenture and the City Bond Purchase Agreement, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale and validation of the City Bond, and the final, unqualified approving opinion of Bond Counsel.

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

(i) a copy, certified by the Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale and validation of the City Bond; and

(ii) an authorization to the Transfer Agent, signed by the Mayor or an Authorized Officer, to authenticate and deliver the City Bond to the Bank; and

(iii) such other documentation, if any, as may be required by this Bond Resolution, the Bond Purchase Agreement, Bond Counsel and the Indenture.

(e) At delivery, the Transfer Agent shall authenticate the City Bond and deliver it to the Bank thereof upon payment of the purchase price of the City Bond to the City.

SECTION 5. (a) The City hereby appoints the Trustee designated under the Indenture as the Paying Agent, Trustee and Transfer Agent for the City Bond. The City specifically reserves the right to hereafter designate and/or approve a separate Paying Agent, Transfer Agent and/or Trustee in its discretion, subject, however to the terms and conditions of the Indenture, as hereinafter provided.

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

(c) The City shall pay or reimburse the Agent for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement between the City and the Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Agent, shall be made by the City on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(d) (i) An Agent may at any time resign and be discharged of the duties and obligations of the function of the Trustee, Paying Agent and Transfer Agent pursuant to the terms and conditions stated in Section 11.5 and 11.6 of the Indenture.

(ii) In the event of the resignation or removal of the Agent, a successor Agent shall be selected as provided in Section 11.7 of the Indenture.

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

(iv) The provisions of Sections 11.7 and 11.8 of the Indenture shall govern the acceptance of any appointment of a successor Agent.

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

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

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

SECTION 6. The City Bond shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by this Bond Resolution:

[CITY BOND FORM]

THIS CITY BOND HAS BEEN ASSIGNED TO _____ BANK, _____, MISSISSIPPI, AS TRUSTEE (THE "TRUSTEE") UNDER AN INDENTURE OF TRUST (THE "INDENTURE") DATED AS OF _____, 2019, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE TRUSTEE. THIS CITY BOND IS REGISTERED IN THE NAME OF THE TRUSTEE AND IS NON-TRANSFERRABLE EXCEPT AS PERMITTED IN THE INDENTURE.

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI

CITY OF HATTIESBURG
GENERAL OBLIGATION BOND
SERIES 2019

NO. 1 **$____,000**

Rate of Interest	**Maturity**	**Dated Date**
%		**_____, 2019**

Registered Owner: **_____ BANK,**
As Assignee of the Mississippi Development Bank

Principal Amount: **DOLLARS**

The City of Hattiesburg, State of Mississippi (the "**City**"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this City Bond, at the principal office of _____ Bank, in _____, Mississippi, or its successor, as paying agent (the "**Paying Agent**") for the General Obligation Bond, Series 2019, of the City (the "**City Bond**"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this City Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by _____ Bank, _____, Mississippi, or its successor, as transfer agent for the City Bond (the "**Transfer Agent**") at the times and periods as provided in the Indenture (herein defined).

The City further promises to pay interest on such principal amount from the date of this City Bond until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date (as defined in the Bond Resolution defined below).

Payments of principal of and interest on this City Bond shall be made by check or draft mailed on the Interest Payment Date (as defined in the Bond Resolution) to such Registered Owner at his address as it appears on such registration records.

This City Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-33-301 *et seq.* and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended, and by the further authority of proceedings duly had by the Mayor and the City Council of the City, including a resolution adopted November 6, 2018 (the "**Bond Resolution**").

This City Bond is issued in the aggregate authorized principal amount of _____ Dollars ($____,000) to raise money for the purpose of providing funds for (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, and purchasing buildings and land therefor; (iii) protecting a municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (iv) constructing bridges and culverts; and (v) for other authorized purposes under Mississippi Code Ann. Sections 21-33-301 et seq., as amended and/or supplemented from time to time (the "**City Bond Act**") and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**Bank Act**" and together with the City Bond Act, the "**Act**"), including funding capitalized interest, if applicable and paying the costs of borrowing, including any costs for bond insurance premium, if applicable (the "**Project**").

The City will duly and punctually pay the principal of, premium, if any, and interest on the City Bond at the dates and the places and in the manner mentioned in the Bond Resolution, according to the true intent and meaning thereof. Notwithstanding any schedule of payments upon the City Bond, the City agrees to make payments upon the City Bond and be liable therefor at such times and in such amounts (including principal, premium, if any, and interest) so as to provide for payment of the principal of, premium, if any, and interest on the $____,000 Mississippi Development Bank Special Obligation Bonds, Series 2019 (Hattiesburg, Mississippi General Obligation Bond Project) (the "**Bank Bonds**"), outstanding under the Indenture of Trust, by and between the Mississippi Development Bank and _____Bank, _____, Mississippi, as trustee (the "**Trustee**"), dated _____, 2019 (the "**Indenture**") when due whether upon a scheduled interest payment date, at maturity or by mandatory redemption or optional redemption.

Reference is hereby made to the Bond Resolution and to all amendments and supplements thereto for the provisions, among others, with respect to the nature and extent of the security for the Bondholder, the rights, duties and obligations of the City and the Bondholder and the terms upon which the City Bond is or may be issued and secured.

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

The City Bond is a general obligation of the City and shall be payable as to principal of, premium, if any, and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of, premium, if any, and interest on the City Bond as the same becomes due; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the City Bond as the same falls due. The avails of said tax are irrevocably pledged by the City under the Bond Resolution for the payment of the principal of, premium, if any, and interest on the City Bond as the same shall mature and accrue. Should there be a failure in any year to comply with the requirements, such failure shall not impair the right of the holder of the City Bond in any subsequent year to have adequate taxes levied and collected to meet the obligations of the City Bond, as to principal of, premium, if any, and interest.

This City Bond is the only evidence of indebtedness issued and outstanding under the Bond Resolution. This City Bond has been purchased by the Mississippi Development Bank and has been assigned to the Trustee under the Indenture. This City Bond is registered in the name of the Trustee and is non-transferrable except as provided in the Indenture.

The City and the Trustee may deem and treat the person in whose name this City Bond is registered as the absolute owner hereof, whether this City Bond shall be overdue or not, for the purpose of receiving payment of the principal of, redemption premium, if any, and interest on this City Bond and for all other purposes. All such payments so made to the registered owner shall be valid and effectual to satisfy and discharge the liability upon this City Bond to the extent of the sum or sums or paid, and neither the City nor the Trustee shall be affected by any notice to the contrary.

Upon a default in payment under this City Bond, the Trustee may, as provided in the Indenture and the Bond Resolution, declare the principal of and accrued interest on this City Bond to be due and payable immediately.

This City Bond shall only be redeemed under the Bond Resolution to the extent and in the manner required to redeem the Bank Bonds pursuant to the provisions of the Indenture.

Modifications or alterations of the Bond Resolution may be made only to the extent and under the circumstances permitted by the Indenture.

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

Capitalized terms used herein, but not defined herein, shall have the meanings given to such terms in the Bond Resolution and the Indenture.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the City Bond, in order to make the same legal and binding general obligation of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this City Bond, including principal, premium, if any, and interest, the full faith and credit of the City are hereby irrevocably pledged.

IN WITNESS WHEREOF, the City has caused this City Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the City Clerk of the City, under the manual or facsimile seal of

the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, on this the ____ day of ____, 2019.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Mayor

COUNTERSIGNED:

_____
City Clerk

(SEAL)

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This City Bond is the City Bond described in the within mentioned Bond Resolution and is the General Obligation Bond, Series 2019, of the City of Hattiesburg, Mississippi.

_____ **BANK,**
as Transfer Agent

BY: _____
Authorized Signatory

Date of Registration and Authentication: ____, 2019

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPI
COUNTY OF FORREST
CITY OF HATTIESBURG

I, the undersigned City Clerk of the City of Hattiesburg, Mississippi, do hereby certify that the within City Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Forrest County, Mississippi, rendered on the __ day of _____, 2019.

_____
City Clerk

(SEAL)

[END OF CITY BOND FORM]

SECTION 7. In case the City Bond shall become mutilated or be stolen, destroyed or lost, the City shall, if not then prohibited by law, cause to be authenticated and delivered a new City Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated City Bond, or in lieu of and in substitution for such City Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a City Bond stolen, destroyed or lost, his filing with the City or Transfer Agent evidence satisfactory to them that the City Bond was stolen, destroyed or lost, and of its ownership thereof, and furnishing the City or Transfer Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

SECTION 8. This City Bond shall be a general obligation of the City and the City hereby irrevocably pledges its full faith, credit and taxing power for the purpose of effectuating and providing for the payment of the principal of, premium, if any, and interest on the City Bond as the same shall respectively mature and accrue. For the purpose of effectuating and providing for the payment of the principal of and interest on the City Bond as the same shall respectively mature and accrue, there shall be and is hereby levied a direct, continuing special tax upon all of

the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of, premium, if any, and the interest on the City Bond and any additional obligations of the City under the Indenture; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the 2019 Bond Fund of the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution. Said tax, if necessary, shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of, premium, if any, and interest on the City Bond and any additional obligations of the City as aforesaid as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owner of the City Bond in any subsequent year to have adequate taxes levied and collected to meet the all of the aforesaid obligations of the City Bond.

SECTION 9. Only if the City Bond shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall the City Bond be entitled to the rights, benefits and security of this Bond Resolution. The City Bond shall not be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Transfer Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Bond Resolution. The Transfer Agent's certificate of registration and authentication on the City Bond shall be deemed to have been duly executed if signed by an authorized officer of the Transfer Agent, but it shall not be necessary that the same officer sign said certificate on the City Bond that may be issued hereunder at any one time.

SECTION 10. Ownership of the City Bond shall be in the Bank or its assignee. The Person in whose name the City Bond shall be registered in the records of the City maintained by the Transfer Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on the City Bond shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the City Bond to the extent of the sum or sums so paid.

SECTION 11. The City Bond shall be transferable only as provided in the Indenture. Upon the transfer of the City Bond, the City, acting through its Transfer Agent, shall issue in the name of the transferee a new City Bond of the same aggregate principal amount and maturity and rate of interest as the surrendered City Bond.

SECTION 12. (a) The City hereby establishes the 2019 Bond Fund which shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the City Bond, and the payment of Agents' fees in connection therewith. There shall be deposited into the 2019 Bond Fund as and when received:

(i) The avails of any of the ad valorem taxes levied and collected pursuant to Section 8 hereof;

(ii) Any income received from investment of monies in the 2019 Bond Fund; and

(iii) Any other funds available to the City which may be lawfully used for payment of the principal of, premium, if any, and interest on the City Bond or for other obligations of the City which may be due under the Indenture, and which the Governing Body, in its discretion, may direct to be deposited into the 2019 Bond Fund.

(b) As long as any principal of, premium, if any, and interest on the City Bond or the Bank Bonds remain outstanding and/or other obligations of the City remain outstanding under the Indenture, the Clerk is hereby irrevocably authorized and directed to withdraw from the 2019 Bond Fund sufficient monies to make the payments necessary (the "**Payments**") to pay (i)

the principal of, premium, if any, and interest coming due on the Bank Bonds, and (ii) any additional Payments necessary and required as obligations of the City under the Indenture, and to transfer same to the account of the Trustee in time to reach the Trustee at least five (5) days prior to the date on which said interest or principal and interest or premium, if any, on the Bank Bonds shall become due. The Trustee shall deposit all Payments received in the General Account of the General Fund of the Indenture, or such other fund or account in the Indenture as so directed in the Indenture.

SECTION 13. (a) The City hereby establishes the 2019 Construction Fund which shall be maintained with a qualified depository. The principal proceeds received upon the sale of the City Bond shall be deposited in the 2019 Construction Fund. Any income received from investment of monies in the 2019 Construction Fund shall be deposited in the 2019 Construction Fund and shall be used for the cost of the Construction Project and, if necessary, shall be deposited in the 2019 Bond Fund for the payment of debt service on the City Bond. From the 2019 Construction Fund there shall be held and disbursed moneys for the acquisition and construction of the Construction Project, as authorized by the Act. Any amounts which remain in the 2019 Construction Fund after the completion of the Construction Project shall be transferred to the 2019 Bond Fund and used as permitted under State law.

(b) Funds on deposit in the 2019 Construction Fund may be invested in Investment Securities, as defined in the Indenture, to the extent they are authorized by the Bank Act and applicable provisions of State law.

SECTION 14. (a) Payment of principal on the City Bond shall be made at the principal office of the Paying Agent; provided, however, the final payment of principal shall be made upon the presentation and surrender of the City Bond at the principal office of the Paying Agent, to the Record Date Registered Owner thereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date.

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

(c) Principal of and interest on the City Bond shall be paid by check or draft mailed on an Interest Payment Date to the Registered Owner at the addresses appearing in the registration records of the Transfer Agent. Any such address may be changed by written notice from the Registered Owner to the Transfer Agent by certified mail, return receipt requested, or such other method and at the times as may be subsequently prescribed by the Transfer Agent.

SECTION 15. The City Bond shall be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the City Bond and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings.

SECTION 16. The City covenants to comply, if applicable, with each requirement of the Code and the regulations promulgated thereunder necessary to maintain the exclusion of interest on the Bank Bonds from gross income for federal income tax purposes, and in furtherance thereof, to comply, if applicable, with a certificate of the City to be executed and delivered concurrently with the issuance of the City Bond and the Bank Bonds, or such other covenants as may, from time to time, be required to be complied with in order to maintain the exclusion of interest on the Bank Bonds from gross income for federal income tax purposes, if applicable. The City shall not use or permit the use of any of the proceeds of the City Bond or the Bank Bonds, or any other funds of the City, directly or indirectly, to acquire any securities, obligations or other investment property, and shall not take or permit to be taken any other action or actions, which would cause any Bank Bond to be an "arbitrage bond" as defined in Section 148 of the Code, if and as applicable. Notwithstanding any other provisions to the contrary, so long as necessary in order to maintain the exclusion of interest on the Bank Bonds from gross income for federal income tax purposes under the Code, if applicable, the covenants contained in this Section 16 shall survive the payment of the City Bond and the Bank Bonds and the interest thereon, including any payment or defeasance thereof.

SECTION 17. The City represents as follows:

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

(b) The City shall take all necessary action to have the Bank Bonds registered within the meaning of Section 149(a) of the Code; and

(c) The City will not employ any device or abusive transaction with respect to the investment of the proceeds of the Bank Bonds and, to the extent necessary, the City Bond.

SECTION 18. The City hereby covenants that, if applicable, in connection with the Bank Bonds it shall make, or cause to be timely made to the United States of America, any rebate payment required by Section 148(f) of the Code and the regulations promulgated thereunder and to that end, will enter into the Arbitrage Rebate Agreement (as defined in the Indenture) with the Bank and the Trustee. The Mayor, the Clerk and/or an Authorized Officer are each hereby authorized to execute the Arbitrage Rebate Agreement in order to comply with Section 148 of the Code and the applicable regulations thereunder. The Mayor, the Clerk and/or an Authorized Officer are each hereby authorized to sign and file or cause to be filed a completed I.R.S. Form 8038-G "Information Return for Governmental Obligations" if required by Section 149(e) of the Code.

SECTION 19. The City Bond shall be sold to the Bank based on the terms and conditions of the sale of the Bank Bonds by the Bank to the Underwriter of the Bank Bonds.

SECTION 20. Pursuant to SEC Rule 15c2-12(b)(5) (the "**Rule**"), the City, as an "obligated person" under the Rule, covenants and agrees to enter into the Continuing Disclosure Certificate, setting forth the City 's agreement with regard to continuing disclosure and to comply with the covenants set forth therein and carry out all of the provisions of the Continuing Disclosure Certificate. In the event the City fails to comply with the provisions of the Continuing Disclosure Certificate, the beneficial owners of the Bank Bonds may take such actions as may be necessary and appropriate, including mandamus or specific performance by court order, to cause the City to comply with its obligations set forth in the Continuing Disclosure Certificate and this Section 20.

SECTION 21. The City may issue refunding bonds, in one or more series, with the consent of the Bank pursuant to a supplement to this Bond Resolution or a separate resolution to provide funds for the refunding of all or a portion of the City Bond so long as: (a) no default has occurred and is continuing under this Bond Resolution or the Indenture; and (b) there shall have been filed with the City and the Trustee an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest on the Bank Bonds then outstanding under the Indenture shall not be adversely affected, if applicable.

Such refunding bonds shall be appropriately designated, shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate then permitted by law, shall be numbered, shall have such paying agents and shall have such maturities and redemption provisions, all as may be provided in the supplement to this Bond Resolution or separate resolution of the Governing Body authorizing the issuance of such refunding bonds.

It is intended that this Section 21 allow for the provision of refunding bonds commensurate with the ability of the Bank to issue its refunding bonds as provided in Section 2.5 of the Indenture.

SECTION 22. (a) The Bank and the City, without the consent of the owners of any of the Bank Bonds outstanding under the Indenture, may enter into supplements to this Bond Resolution which shall not be inconsistent with the terms and provisions hereof for any of the purposes heretofore specifically authorized in this Bond Resolution or the Indenture, and in addition thereto for the following purposes:

(i) To cure any ambiguity or formal defect or omission in the Indenture;

(ii) 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 the Outstanding City Bond and does not require unanimous consent of the Bondholders pursuant to Section 12.2 of the Indenture;

(iii) To subject to the Indenture additional Revenues, properties or collateral;

(iv) To modify, amend or supplement the Indenture or any indenture supplemental thereto in such manner as to permit the qualification thereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect, or to preserve the status of the interest on any Bank Bonds as exempt from inclusion in gross income of the holders thereof for federal tax purposes, or to permit the qualification of the Bank 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 the Indenture or any indenture supplemental thereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;

(v) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee under the Indenture or the succession of a new registrar and/or paying agent; and

(vi) In connection with issuance of refunding bonds.

(b) The provisions of this Bond Resolution may be amended in any particular with the written consent of the Bank and the owners of not less than a majority of the aggregate principal amount of Bank Bonds then outstanding; provided, however, that no such amendment may be adopted which decreases the percentage of owners of Bank Bonds required to approve any amendment, or which permits a change in the date of payment of the principal of or interest on any Bank Bonds or of any redemption price thereof or the rate of interest thereon.

(c) If at any time the Bank and the City shall request the Trustee to consent to a proposed amendment for any of the purposes of this Section 22, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such proposed amendment to be given in the manner required by the Indenture to redeem Bank Bonds. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all holders of Bank Bonds. If, within 60 days or such longer period as shall be prescribed by the Bank following such notice, the owners of not less than a majority in aggregate principal amount of the Bank Bonds outstanding at the time of the execution of any such proposed amendment shall have consented to and approved the execution thereof as herein provided, no owner of any Bank 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, the City or the Bank from executing or approving the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such proposed amendment as in this Section permitted and provided, this Bond Resolution shall be and be deemed to be modified and amended in accordance therewith.

(d) Copies of any such supplement or amendment shall be filed with the Trustee and delivered to the Bank and the City before such supplement or amendment may become effective.

SECTION 23. The Mayor, the Clerk and an Authorized Officer of the Governing Body are authorized to execute and deliver such resolutions, agreements, certificates and other documents as our required for the sale, issuance and delivery of the City Bond.

SECTION 24. The Indenture, in the form submitted to this meeting, is hereby made a part of this Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially the form attached as **EXHIBIT A** (with such completions, changes, insertions and modifications as may be approved by such officers, said execution being conclusive evidence of such approval). The Mayor, the Clerk and an Authorized Officer of the Governing Body are hereby authorized to approve such additional changes as may be requested by the Bank. The Governing Body hereby approves and acknowledges the Indenture and the

terms and provisions thereof and recognizes that may items governing the terms and conditions of the City Bond are based upon terms, limitations and conditions provided in the Indenture.

SECTION 25. The City Bond Purchase Agreement, in the form submitted to this meeting, is hereby made a part of this Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially the form as provided in **EXHIBIT B** hereto. The Mayor, the Clerk and an Authorized Officer of the Governing Body are hereby authorized and directed to execute and deliver the City Bond Purchase Agreement with such changes, insertions and omissions as may be approved by such officers.

SECTION 26. The City deems it most advantageous to authorize the Municipal Advisor, to negotiate for the sale of the Bank Bonds with the Underwriter and to approve the form of the Bond Purchase Agreement for the sale of the Bank Bonds to the Bank and the City, for approval at a subsequent date to be determined by the Municipal Advisor to be the most financially advantageous to the City and the Bank and hereby gives authority to the Mayor, the Clerk and an Authorized Officer of the Governing Body to approve the sale of the Bank Bonds, including the execution of the Bond Purchase Agreement as evidence thereof, for and on behalf of the City, subject to the following conditions: (1) compliance of the City and the Bank with the provisions of the Act regarding the issuance of the City Bond and the Bank Bonds; (2) a total amount of Bank Bonds, in one or more series, not to exceed a total aggregate principal amount of $29,850,000; (3) the Bank Bonds shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum; (4) approval by the City and the Bank of the Bond Purchase Agreement for the sale of the Bonds evidenced by the execution of the Bond Purchase Agreement; (5) maturity schedule for the Bank Bonds of not to exceed thirty (30) years; and (6) terms and provisions of the Bank Bonds in compliance with the Act.

SECTION 27. (a) The forms of the Preliminary Official Statement and the Bond Purchase Agreement 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 are, approved in substantially said forms. The Mayor, the Clerk and an Authorized Officer of the Governing Body are hereby authorized and directed to execute and deliver the Preliminary Official Statement and 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 Preliminary Official Statement is hereby "deemed final" by the City as described in the Rule. The Mayor, the Clerk and an Authorized Officer of the Governing Body are hereby authorized and directed to execute and deliver the Official Statement in connection with the Bank Bonds with such changes from the Preliminary Official Statement as he/she may approve. Said Preliminary Official Statement and Bond Purchase Agreement are attached hereto as **EXHIBIT C** and **EXHIBIT D**, respectively.

(b) If in the opinion of the Bond Counsel, the Underwriter and the Municipal Advisor, a supplement or amendment to the Preliminary Official Statement and/or Official Statement is necessary to provide proper disclosure for the Bank Bonds, the Governing Body of the City hereby authorizes (a) Bond 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 Underwriter, and (b) the Underwriter 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 Bank Bonds, with the distribution of such supplement or amendment being conclusive evidence of the approval of the Governing Body.

(c) The Continuing Disclosure Certificate, in the form attached to the Preliminary Official Statement as submitted to this meeting, is hereby made part of this Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form. The Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to execute and deliver the Continuing Disclosure Certificate with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

(d) The City hereby authorizes Bond Counsel, the Underwriter and Municipal Advisor to prepare and distribute any notices and/or filings necessary to provide certain financial information and operating data to the Municipal Securities Rulemaking Board (the "**MSRB**") through the MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("**EMMA**"), in the electronic format then prescribed by the Securities and Exchange

Commission pursuant to the Rule as required by the Rule, including but not limited to a Notice of Past Filing Failures.

SECTION 28. The Mayor, the Clerk and an Authorized Officer are hereby given the authority to select and appoint the Trustee for the Bank Bonds under the Indenture.

SECTION 29. The Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the payment by the Trustee for the Bank Bonds on the closing date of the Bank Bonds the costs of issuance of said Bank Bonds and cost of issuance for the City Bond of the City; provided, however, total costs of issuance for said Bank Bonds and the City Bond shall not exceed five (5%) percent of the par amount of the Bank Bonds (excluding Underwriters' discount and any premiums for municipal bond insurance, if applicable).

SECTION 30. The Tax-Exempt Financing Compliance Procedure (the "**Tax Policy**") setting forth the City's tax compliance procedures in connection with its outstanding and future tax-exempt debt, in the form submitted to this meeting and attached hereto as **EXHIBIT E**, is hereby approved and adopted. The City hereby authorizes and directs the appropriate officers of the City to implement the Tax Policy and, in connection with any outstanding or future debt of the City, to take such actions and file such documents as may be required by the Tax Policy, the Code, the Internal Revenue Service, the Municipal Securities Rulemaking Board and the Securities and Exchange Commission.

SECTION 31. Upon receiving the recommendation of the Municipal Advisor and Bond Counsel, the Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to make all final determinations necessary to prepare the Indenture, the sale of the Bank Bonds, including the date of sale, the dated date of the Bank Bonds, the final principal amount of the Bank Bonds, the maturity schedule relating to the Bank Bonds, the redemption terms of the Bank Bonds and any other terms thereof; provided, however, that all such determinations shall be made subject to approval by the Bank, to be evidenced by the execution of the Bond Purchase Agreement for the sale of the Bank Bonds.

SECTION 32. The Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to execute and deliver any additional documents, agreements, instruments, requisitions and certificates, which are required in connection with the sale and issuance of the Bank Bonds and the City Bond, including the approval of the final Official Statement in connection with the Bank Bonds. Notwithstanding any other provision herein or in any attachments hereto, the Governing Body further authorizes any necessary changes to the name or title or series designation of the Bank Bonds or the City Bond and corresponding changes to any of the related documents approved hereby if it is determined, after consultation with the Municipal Advisor, that it is in the best interest of the City for the Bank Bonds to be issued at a later date or in one or more tax-exempt or taxable series, as municipal bond market conditions may dictate.

SECTION 33. Prior to their delivery, the City Bond shall be validated pursuant to Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended, by the Chancery Court of Forrest County, Mississippi.

SECTION 34. Upon the recommendation of the Municipal Advisor, the Mayor, the Clerk and an Authorized Officer are hereby authorized to apply for, execute and deliver, a commitment for the provision of municipal bond insurance and any additional documents and certificates which are required by any provider of such municipal bond insurance selected to provide credit enhancement in connection with the issuance of the Bank Bonds. Such insurer shall be selected by the Bank and the City following negotiations with perspective insurers by the Municipal Advisor. Any changes, insertions and omissions as may be required by the provider of the municipal bond insurance to the Indenture, the City Bond, the Bank Bonds, and the Preliminary Official Statement are to be approved by the City and the Bank, and the execution of the commitment for said municipal bond insurance being conclusive evidence of such approval. Payment of the premiums, if applicable, for such municipal bond insurance out of the proceeds of the Bank Bonds is hereby approved. The Mayor, the Clerk and an Authorized Officer are hereby authorized to execute, if applicable, the commitment for municipal bond insurance on behalf of the Bank and/or the City.

SECTION 35. The Mayor and other representatives, employees and/or members of the Governing Body of the City, as selected by the Mayor, including the City's counsel, are hereby authorized to participate and attend any rating presentation and/or meeting in connection with the issuance of the Bank Bonds and the City Bond. The payment of travel expenses, if applicable, for such rating presentation or rating meeting is hereby approved.

SECTION 36. The Mayor, the Clerk and an Authorized Officer are authorized to execute and deliver such resolutions, agreements, certificates and other documents as are required for the sale, issuance and delivery of the City Bond. The Governing Body further authorizes Bond Counsel, City Counsel and the Municipal Advisor, to prepare and distribute all necessary documents and to do all things required in order to negotiate the sale of the Bank Bonds and to effectuate the sale and issuance of the City Bond and the Bank Bonds.

SECTION 37. The Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to make all final determinations necessary in connection with the City Bond and the Bank Bonds including, but not limited to, the final principal amount of the City Bond and the Bank Bonds, the maturity schedule relating to the City Bond and the Bank Bonds, the redemption terms of the City Bond and the Bank Bonds, the dated date and payment dates of the City Bond and the Bank Bonds, the interest rate or rates to be borne by the City Bond and the Bank Bonds, and the price to be paid for the City Bond and the Bank Bonds, subject to the provisions of the Act and this Bond Resolution.

SECTION 38. If any one or more of the provisions of this Bond Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Bond Resolution, but this Bond Resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 39. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective upon the adoption hereof.

[Remainder of page left blank intentionally.]

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council Vice President Dryden seconded by Council Member George, and was adopted by the following vote, to wit:

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado		
Carroll		
Dryden		
Brown		

The President thereby declared the motion carried and the Resolution adopted this the **6th** day of **November, 2018**.

(SEAL)

ATTEST: **ADOPTED:**

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the **6th** day of **November, 2018**.

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

EXHIBIT A

FORM OF THE INDENTURE

EXHIBIT B

FORM OF CITY BOND PURCHASE AGREEMENT

EXHIBIT C

FORM OF PRELIMINARY OFFICIAL STATEMENT

EXHIBIT D

FORM OF MISSISSIPPI DEVELOPMENT BANK
BOND PURCHASE AGREEMENT

EXHIBIT E

TAX-EXEMPT FINANCING COMPLIANCE PROCEDURE