



**Tuesday, February 16, 2021
4:00 PM**

**City Council
Tuesday Meeting Agenda**

**Jackie Dole Community Center
220 W. Front Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

Citizens' Forum

Agenda Adjustments

- **Add Policy Items #16 and #17, Add Addendum to the claims docket (Routine Item #15) and request for a closed session to determine the need for executive session at the conclusion of the regular agenda, at the request of the Administration as follows:**

- | | | |
|------------|-----------------|--|
| 16. | 2021-113 | Acknowledge declaration of State of Emergency due to winter storm that occurred on February 14, 2021. |
| 17. | 2021-114 | Adopt a Resolution requesting the Legislature of the State of Mississippi to enact a Local and Private Bill enabling the City of Hattiesburg to waive liens under certain conditions that are related to past action by the city to address code violations. |
| | 2021-117 | Addendum to the claims docket, payable to Emergency Equipment Professionals, in the amount of \$459,900.00 for the purchase of a fire truck |
| | 2021-115 | Request for a closed session to determine the need for executive session at the conclusion of the meeting |

POLICY AGENDA

- | | | |
|-----------|-----------------|--|
| 1. | 2021-96 | Approve the minutes for the February 1 and 2, 2021 meetings of the City Council. |
| 2. | 2021-112 | Adopt an Ordinance amending Ordinance 3089, Section 2-A, Section 3-C, and Section 5-C adopted on July 17, 2012, designating the polling places to be changed |

for the precincts known as The Highland Precinct, East 6th Street USO Club Precinct and The Kamper Park Precinct.

3. **2021-99** Adopt an Ordinance for the petition filed by Ronald Blackwell, Engineer, and Bennet V. York, Owner, to change the zoning classification for a portion of a property located at 156 Cross Creek Parkway (Parcel 051M-11-011.000, PPIN 7622, Ward 3) from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.7, R-3 (Multi-Family Residential) District. The Planning Commission recommended to Approve on February 3, 2021.
4. **2021-100** Approve or Deny a petition filed by Adam Caracci, Representative, and Robert Daigrepont, Jr., Owner, to request a variance from Section 10, Table 10.6-2 "Additional Criteria" for Wall Signs, "For B-3- 3 per structure/unit" and instead allow for six (6) wall signs, for a variance of three (3) signs for proposed signage to be located at 3703 Hardy Street (Parcel 2-028L-07-162.00, PPIN 23222, Ward 1). The Board of Adjustment recommended to Deny on February 3, 2021.
5. **2021-109** Adopt a Resolution authorizing and directing the issuance of taxable combined Water and Sewer system revenue refunding bonds, series 2021 of the City of Hattiesburg, Mississippi (The "City") (The "Bonds"); and for related purposes.
6. **2021-92** Adopt a Resolution declaring equipment surplus and authorize the disposal or sale of said equipment; authorize removal of equipment from the City inventory of the Department of Urban Development.
7. **2021-102** Adopt a Resolution authorizing Requisition No. 79 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.
8. **2021-91** Approve Professional Services Agreement between the City of Hattiesburg and Shows, Dearman and Waits, Inc. for engineering services related to the Hall Avenue Sewer Improvements Project for a total contract amount of \$130,080.00 and authorize the Mayor to execute in duplicate.
9. **2021-103** Approve Professional Services Agreement with Neel-Schaffer, Inc. for engineering services related to the FTA Bus Stop and Sidewalk Grant Project in an amount not to exceed \$620,000.00 and authorize the Mayor to execute in duplicate.
10. **2021-83** Approve Interlocal Agreement with the University of Southern Mississippi for the continued provision of a fixed transit route in the vicinity of the Hattiesburg campus, contingent upon approval by the IHL Board of Directors and the Office of the Mississippi Attorney General and authorize the Mayor to execute the same.
11. **2021-85** Approve Memorandum of Understanding with Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department to administer the NFPA 1072 F Course and authorize the Mayor's designee to execute the same.

12. **2021-104** Approve Relocation Assistance Budget in the amount of \$97,850.00 related to the Hall Avenue Overpass East Project, per the attached memo.
13. **2021-94** Acknowledge receipt of an Order from the Special Court of Eminent Domain of Forrest County, Mississippi related to Civil Action No. 20-1047 granting the City of Hattiesburg the Right of Immediate Title and Possession of a portion of Tax Parcel No. 2-037D-14-150.00 (PPIN 022075) as further described in Exhibit "A" of the attached order and authorize the issuance of a manual check in the amount of \$615.00, the amount previously found to be the fair market value, to the court clerk in payment thereof.
14. **2021-106** Authorize acquisition of property located at 307 Willis Avenue described as Forrest County Parcel No. 2-038B-15-277.00 (PPIN 13868); acknowledge appraisal report upon which a Fair Market Offer of \$9,000.00 was based; Authorize Mayor to execute any and all documents required to complete the transaction to include the payment of back taxes in the amount of approximately \$1,600.00; authorize issuance of manual checks for the same to be paid according to the attached proceeds agreement.
15. **2021-95** Authorize submission of an application to the Mississippi Emergency Management Agency (MEMA) 2020 Hazard Mitigation Grant Program to fund an acquisition project in the amount of \$157,464 (\$118,098 federal/\$39,366 local match) to purchase and demolish one repetitive loss property and convert the lot into open space.
16. **2021-113** Acknowledge declaration of State of Emergency due to winter storm that occurred on February 14, 2021.
17. **2021-114** Adopt a Resolution requesting the Legislature of the State of Mississippi to enact a Local and Private Bill enabling the City of Hattiesburg to waive liens under certain conditions that are related to past action by the city to address code violations.

ROUTINE AGENDA

1. **2021-81** Ratification of Release of Lien documents filed in relation to Code Enforcement clean-up assessments.
2. **2021-108** Ratify access authorization with the U.S. Environmental Protection Agency to collect background samples from certain City of Hattiesburg properties for comparative purposes related to potential cleanup opportunities at the Hercules site.
3. **2021-80** Acknowledge receipt of Privilege Tax License Monthly Report for January, 2021.
4. **2021-89** Acknowledge Proof of Publications for the month of January, 2021.

5. **2021-93** Acknowledge receipt of a fully executed warranty deed for a portion of Tax Parcel No. 2-037D-14-128.00 (PPIN 022074) for the Hall Avenue Improvements Project East.
6. **2021-105** Acknowledge submission of the Community Rating System (CRS) annual recertification.
7. **2021-97** Acknowledge no bids were received on January 21, 2021 for the Campbell Loop Bridge Repair project.
8. **2021-110** Acknowledge bids received January 14, 2021 in a reverse auction for one (1) Small Tandem Dump Truck for the City of Hattiesburg Public Works Department and accept the bid of Truckworx in the amount of \$92,000.00 as the best and only bid received.
9. **2021-111** Acknowledge bids received on January 4, 2021 in a reverse auction for one (1) 20 Cubic Yard Rear Loading Refuse Collection Truck for the City of Hattiesburg Public Works Department and accept the bid of Burroughs Companies in the amount of \$174,999.00.
10. **2021-86** Approve the donation of a Belgian Malinois canine valued at \$14,000.00 to the Hattiesburg Police Department from Vom Southern Journey Kennels.
11. **2021-87** Approve and authorize issuance of manual checks for CDBG-CV Program Claims per attached Memorandum {Entitlement CDBG-CV}.
12. **2021-88** Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum {Entitlement CDBG}.
13. **2021-4** Approve and authorize publication of Notice for Request for Qualifications for Qualified Eligible Contractors for the City of Hattiesburg's CDBG/HOME Programs {Entitlement}.
14. **2021-90** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
15. **2021-107** Approve claims docket for the period ending February 12, 2021.

In Memoriam:

- Mr. Harry Homer Bell, Jr.
- Ms. Deloris Wilborn
- Mr. Romey Watt
- Miss Fiona Beveridge
- Mr. Henry Linton
- Dr. Edgar H. "Buddy" Bedenbaugh
- Mr. Charles Bernard "Dit" Blount
- Mr. Jack Ramsey

- Ms. Darlene Wheeler
- Honorable J.C. Bell
- Mr. Larry Jenkins
- Mr. Arlen Earl Essary

Executive Session

Agenda Adjustment:

- **Add Policy Item #19, Adopt a Resolution declaring Nostalgia Lounge as a public nuisance and requesting the District Attorney for the Twelfth Judicial District to permanently abate the public nuisance.**

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, February 16, 2021

Re: Acknowledge declaration of State of Emergency due to winter storm that occurred on February 14, 2021.
File Number: 2021-113
Minute Book #

Summary

Acknowledge declaration of State of Emergency due to winter storm that occurred on February 14, 2021.

Recommendation Statement

Please place this on the February 16, 2021 City Council meeting for consideration.

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY
(by City Council or County Board of Supervisors)

WHEREAS, Hattiesburg the City Council / ~~or Board of Supervisors~~ does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said City / ~~County~~, caused by Winter Weather Event -
(Severe storm, tornado, damaging winds, flash flooding, river flooding
Freezing temperatures, sleet, rain, ice and possible accumulation
drought, wildland fire, structural fire, hail, hazardous material incident, epidemic, hurricane, earthquake, other)

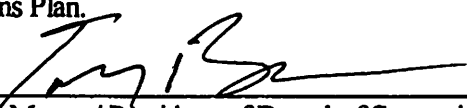
commencing on or about 7 AM/PM on the 15th day of February, 2021; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout said City / County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by the City Council / ~~Board of Supervisors~~ of the City / ~~County~~ of Hattiesburg, State of Mississippi.

IT IS FURTHER PROCLAIMED AND ORDERED that all City / ~~County~~ agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the City / ~~County~~ Emergency Operations Plan.

DATE: 2/12/2021



Mayor / ~~President of Board of Supervisors~~

ATTEST:



Clerk of City / ~~Chancery~~
~~Clerk for Board of Supervisors~~

Councilperson / ~~Supervisor~~

Councilperson / ~~Supervisor~~

Hattiesburg

City / ~~or County~~, State of MS

Councilperson / ~~Supervisor~~

Councilperson / ~~Supervisor~~



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, February 16, 2021

Re: Adopt a Resolution requesting the Legislature of the State of Mississippi to enact a Local and Private Bill enabling the City of Hattiesburg to waive liens under certain conditions that are related to past action by the city to address code violations.
File Number: 2021-114
Minute Book #

Summary

Resolution requesting local and private legislation empowering the city to waive code enforcement cleanup liens under certain conditions.

Recommendation Statement

I recommend the attached resolution.

Please place this on the February 16, 2021 City Council meeting for consideration.

RESOLUTION

Resolution of the Mayor and City Council of the City of Hattiesburg, Mississippi to request Local & Private Legislation to foster development of menace properties.

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

WHEREAS, it appears that it is in the best interest of the citizens of Hattiesburg, Mississippi to establish by legislation an opportunity to foster development, reuse, and improved maintenance of properties formerly found to be a menace by the City of Hattiesburg by virtue of any number of code violations or blight conditions;

WHEREAS, Mississippi Code Annotated Title 21-19-11 allows for the process frequently used by the City of Hattiesburg to declare a property to be a menace, to attain authority to clear violations on derelict property, and to assess related costs and penalties;

WHEREAS, following Title 21-19-11 through to the collection of the assessment with property taxes can, in some cases, leave a property undesirable to the current owner or potential developers, which can result in tax sales and an eventual tax deed to the State of Mississippi;

WHEREAS, such process can considerably extend the time in which the community must tolerate, and the City may be required to maintain, a neglected property;

WHEREAS, Mississippi Code Annotated Title 21-19-12 creates an avenue by which a municipality may waive cleanup assessment liens; and

WHEREAS, the City finds that Title 21-19-12 creates a helpful tool, but the parameters required to employ it are overly burdensome, continue to require blight conditions to remain for extended periods of time, and lack clarity in certain manners of administration.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Hattiesburg, to wit:

1. The Legislature of the State of Mississippi is hereby requested to introduce, adopt and enact special or local and private legislation establishing for the City of Hattiesburg an avenue to foster development, reuse, and improved maintenance of properties formerly found to be a menace by the City of Hattiesburg by virtue of any number of code violations or blight conditions.
2. The Legislature of the State of Mississippi is hereby urged to include in its special or local and private legislation the following terms:

SECTION 1. The City Council of the City of Hattiesburg is authorized with the conditions enumerated in this act to consider and award, when it deems appropriate, the full or partial waiver of assessments against properties or individuals as a result of the city having acted to clear code violations.

SECTION 2. For the purposes of this act, the words “amnesty” and “waiver” refer to the forgiveness of an assessment against a property or individual(s) of the costs and related penalties associated with the cleanup incurred by or paid by the City of Hattiesburg to clear code violations. Approvals for such amnesty or waiver shall specify dollar amounts or are otherwise assumed to be in full. Amnesty or waiver referenced in this section applies to those costs and penalties applicable through Mississippi Code Annotated Title 21-19-11 and in no way relieve costs, fines, or other orders imposed by any court.

SECTION 3. Whereas, the purpose of the City Council in exercising this authority, is to foster development and reuse of properties formerly found to be a menace by the City of Hattiesburg by virtue of any number of code violations or blight conditions, the following circumstances must exist to consider such waiver or amnesty:

- (a) Such waiver or amnesty shall not unduly benefit the owner(s) responsible for the property's past code violation condition. Application shall be made by a new owner or a prospective new owner.
- (b) The property for which such waiver or amnesty is requested are those where the City, by its own labor or its contractors, have acted to clear violations by any legal process available to it and where there are costs and/or penalties associated with the property and/or its owner(s) and where the work performed was no less than one year prior to the application for amnesty.
- (c) The City shall have documented costs and/or penalties, which may have been adjudicated as an assessment against the property via the Chancery Clerk or against the owner(s) of the property via the Circuit Clerk. Costs and/or penalties may be considered for waiver/amnesty regardless of whether or not the associated costs have been assessed by the tax collector to be collected along with the standard taxes for the property. Costs and/or penalties may also be considered for waiver/amnesty if they have been sold for taxes but have not yet been redeemed. Costs/penalties already paid or sold at tax sale and already redeemed shall not be eligible for waiver/amnesty.

SECTION 4. The City of Hattiesburg shall require application for consideration of lien waiver/amnesty to include the following:

- (a) An owner or prospective owner must make application to the City for such amnesty, but in no case may the owner responsible for the past code enforcement action or anyone in any way affiliated with such owner be eligible to apply.
- (b) Application must include plans for redevelopment, reuse, alternative use, or improved maintenance of the property, and the City Council shall use the assurances of the developer as the basis for negotiating any terms and conditions it deems appropriate.
- (c) Application for amnesty requires that the new or prospective owner supply one recent appraisal of the property from a reputable real estate appraiser or the county tax assessor's appraised value, or if vacant land, an appraisal, the tax assessor's appraised value, or a competitive sales analysis by a reputable real estate professional, identifying its post-cleaning condition. Applicant must also provide a copy of the contract or closing documents for purchase revealing that the purchase price does not exceed the appraised or analyzed value.

SECTION 5. The City Council shall be the decision-making body determining what developments warrant lien waiver/amnesty and conditions to apply.

- (a) Amnesty may be denied or may be awarded in full or only represent a portion of that owed depending on the will of the City Council and its consideration of all factors, but in no case shall any such lien be waived or reduced until such time that the City Council has acted to confirm that its conditions have been met. Likewise, the City Council is enabled to phase its waiver based on production of the developer.
- (b) For properties where demolition is a part of the agreed upon plan, demolition must occur within 12-months of approval. For re-use or redevelopment of structures, all conditions must be satisfied within 18-months of approval. For agreements where demolition is the only proposed action or where improved maintenance of a vacant parcel is the only proposed action, the property must be sufficiently maintained for no less than 12-months prior to finding that all conditions of amnesty have been satisfied. For good cause shown, the municipality may allow an additional six (6) to twelve (12) months to satisfy conditions.
- (c) Approvals for lien waivers/amnesty shall be approved on conditional basis only, and releases therefor shall not be approved or filed until the City Council has formally acknowledged that the conditions of lien waiver/amnesty agreement have been met.
- (d) Upon approval of a conditional waiver/amnesty where the cost has already been posted to the tax rolls, the city will coordinate with the tax collector to withdraw and hold

in abeyance that assessment until such time that the conditions of the city council have been satisfied.

(e) If the owner has not satisfied the conditions within the time period established and the municipality has not extended the period allowed, the owner must pay the principal amount of the municipality's lien plus interest at the rate of eight percent (8%) per annum.

(f) If the owner desires to sell or dispose of the real property prior to satisfying the conditions, the owner must first obtain the municipality's approval. If the municipality approves the sale or disposal of the real estate prior to satisfying the conditions, the owner shall pay the principal amount of the lien on or before the closing date of the sale unless a subsequent purchaser of the blighted real property has applied for and been granted conditional lien amnesty.

(g) If an owner sells or disposes of the real property prior to satisfying the conditions without the municipality's approval, then the owner shall be liable to the city for the principal amount of the lien plus interest at the rate of eight percent (8%), and a penalty of One Thousand Five Hundred Dollars (\$1,500.00) will also be assessed against the owner.

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

AYES

NAYS

ABSENT

The President thereby declared the motion carried and the Resolution adopted, this the **16th day of February, A.D., 2021.**

(SEAL)

ATTEST:

ADOPTED

HATTIESBURG CLERK OF COUNCIL

HATTIESBURG COUNCIL PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the **16th day of February, A.D., 2021.**

ATTEST:

APPROVED

HATTIESBURG CITY CLERK

HATTIESBURG MAYOR



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

TO: City Council members

FROM: Kermas Eaton, Director of Administration/City Clerk

DATE: February 16, 2021

RE: **Additional claims**

Please accept this memorandum as a request for approval of additional claims as described on the attached form.

Thank you.

ADDENDUM CLAIMS DOCKET
PERIOD ENDING FEBRUARY 12, 2021

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
095	EMERGENCY EQUIPMENT PROFESSIONALS	354770	196725	FIRE TRUCK	2/16/21	9500002	459,900.00

TOTAL 459,900.00



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ronda Cole, Clerk of Council

cc:

Date: Tuesday, February 16, 2021

Re: Approve the minutes for the February 1 and 2, 2021 meetings of the City Council.
File Number: 2021-96
Minute Book #

Summary

According to Miss. Code Ann. § 21-15-33, "the minutes of every municipality must be adopted and approved by a majority of all the members of the governing body of the municipality at the next regular meeting or within thirty (30) days of the meeting thereof, whichever occurs first....."

Recommendation Statement

I recommend approval of the minutes.

Please place this on the February 16, 2021 City Council meeting for consideration.

Published Agenda



Monday, February 1, 2020	City Council	Jackie Dole Community Center
4:00 PM	Monday Meeting Agenda	220 W. Front Street

Call to Order

Agenda Adjustments

Add Policy Item #19 at the request of the Administration.

19. 2021-74 Approve the corrected minutes of the meeting of August 4, 2020.

Add Work Session Item A-1 at the request of the Administration.

- A-1. 2021-75 Refinancing options of City of Hattiesburg's Bonds for potential savings, presented by Lindsey Rea with Raymond James.

Agenda Review

Citizens' Forum

Work Session

1. 2021-70 Municode (Code of Ordinances) Review, presented by City Attorney Randy Pope.
2. 2021-71 Retro reflectivity of stop signs, requested by Council Vice President Mary Dryden.
3. 2021-72 Fire Station #5 on East Hardy Street (living conditions), requested by Councilwoman Deborah Delgado.
4. 2021-73 Timberton Softball Complex (update and plans to rebuild), requested by Councilman Nicholas Brown

Meeting Recess

Call to Order

BE IT REMEMBERED that the **Agenda Review meeting of the Hattiesburg City Council was held at 4:00 p.m. Monday, February 1, 2021**, in the Jackie Dole Community Center Auditorium; same being an adjourned meeting from January 15, 2021.

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.

Agenda Adjustments

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

Add Policy Item #19 at the request of the Administration

1. **2021-74** Approve the corrected minutes of the meeting of August 4, 2020.

And, Add Work Session Item A-1 at the request of the Administration.

- A-1. **2021-75** Refinancing options of City of Hattiesburg's Bonds for potential savings, presented by Lindsey Rea with Raymond James.

Agenda Review

Council President Carroll proceeded with the Agenda Review.

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

Citizens' 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:

- Roy Burrell, 332 J.M. Tatum Industrial
- Anastassia Doctor, 204 N. 23rd Ave.
- Lonnaine Bates, 204 N. 23rd Ave.
- London Edwards, 1128 S. 28th Ave.
- Reginald Virgil

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

Council Vice President Dryden closed the Citizen Forum.

Work Session

Council President Carroll proceeded with the Work Session, which included:

- A-1. **2021-75** Refinancing options of City of Hattiesburg's Bonds for potential savings, presented by Lindsey Rea with Raymond James.
1. **2021-70** Municode (Code of Ordinances) Review, presented by City Attorney Randy Pope.
- Attachments: code-of-ordinances-proofs-1
2. **2021-71** Retro reflectivity of stop signs, requested by Council Vice President Mary Dryden.
- Attachments: Stop Sign Retroreflectivity
3. **2021-72** Fire Station #5 on East Hardy Street (living conditions), requested by Councilwoman Deborah Delgado.
4. **2021-73** Timberton Softball Complex (update and plans to rebuild), requested by Councilman Nicholas Brown
- Attachments: January 21, 2017 Tornado Damage Update

Meeting Recess

Council President Carroll declared the **meeting recessed at 5:22 p.m., this 1st day of February, 2021**, by unanimous consent, until the 2nd day of February, 2021.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

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Published Agenda

**Tuesday, February 2, 2020
5:00 PM**

**City Council
Tuesday Meeting Agenda**

**Jackie Dole Community Center
220 W. Front Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

Agenda Adjustments

Add Policy Items #20 and #21 at the request of the Administration as follows:

- | | |
|------------------------|--|
| 20. 2021-78 | Adopt a Resolution authorizing the employment of professionals in connection with the refunding of certain outstanding water and sewer debt to the city. |
| 21. 2021-79 | Adopt a Resolution requesting the Mississippi State Legislature to name a section of Mississippi Highway 49 in the City of Hattiesburg in honor of Civil Rights Pioneer Clyde Kennard. |

POLICY AGENDA

- | | |
|-------------------------|--|
| 1. 2021-50 | Approve the minutes for the January 19, 2021 meeting of the City Council. |
| 2. 2021-17 | Adopt an Ordinance for the petition by Tracy Parker, Owner, to change the zoning classification for a certain property located at 512 North Washington Avenue (Parcel 2-042E-26-212.00, PPIN 12551, Ward 5) from Section 4.5.5, R-1C (Single Family Residential) District to Section 4.5.2, A-2 (Agricultural Residential) District. The Planning Commission recommended to Deny on December 2, 2020 (tabled at the January 19, 2021 meeting). |
| 3. 2021-47 | Adopt a Resolution setting Public Hearing on Monday, March 1, 2021 at 4:00 p.m. in the Jackie Dole Sherrill Community Center to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11. |
| 4. 2021-59 | Adopt a Resolution authorizing Requisition No. 78 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. |
| 5. 2021-57 | Approve Supplemental Agreement No. 2 and Supplemental Agreement No. 3 with ARE Engineering Consultants for Engineering services related to the Bobby L. Chain Municipal Airport Runway 13 Safety Area and Apron Drainage Improvements Part 1 Project (A.I.P. Project No. 3-28-0031-0028-2021) and authorize Mayor to execute each in triplicate. |
| 6. 2021-46 | Approve Lighting Agreement with Mississippi Power Company for additional lighting at 316 Johnston Circle and 310 Hall Avenue for a monthly increase of \$21.22, and authorize Mayor to execute the same. |
| 7. 2021-68 | Approve a Memorandum of Understanding between City of Hattiesburg, Pearl River Community College and South Mississippi Planning and Development District to provide tuition assistance for city residents and authorize the Mayor to execute in triplicate. |
| 8. 2021-61 | Approve Agreement with Butler Snow LLP to serve as Dissemination Agent for annual continuing disclosure requirements for fiscal year 2020 per Securities and Exchange Commission (SEC) rules and authorize the Mayor to execute the same. |
| 9. 2021-56 | Approve Letter Agreement with Jackson, Tullos & Rogers, LLC for legal services related to the Hall Avenue Overpass East project and Authorize the Mayor to execute in duplicate. |
| 10. 2021-67 | Approve engagement letter from Hicks Law Firm to represent the City of Hattiesburg Election Commission. |
| 11. 2021-62 | Approve a Contract between the City of Hattiesburg Parks and Recreation Department and Greg Butler for the operation of Tennis Programs at Willis Terry Tennis Complex at Tatum Park and authorize the Mayor to execute the same. |
| 12. 2021-65 | Approve Agreement between City of Hattiesburg Parks and Recreation Department and Hattiesburg Exchange Club/Dixie Youth Inc. to operate and promote Dixie Youth Baseball for Hattiesburg residents for the operating period of October 1, 2020 through September 30, 2021 and authorize the Mayor to execute the same. |
| 13. 2021-66 | Approve Agreement between City of Hattiesburg Parks and Recreation Department and Noon Day Optimist Club to operate and promote Dixie Boys Baseball for Hattiesburg residents for the operating period of October 1, 2020 through September 30, 2021 and authorize the Mayor to execute in duplicate. |

14.

2021-53

Authorize acquisition of a parcel of property identified as Forrest County Parcel No. 2-038B-15-371.00 (PPIN 13952) for the Dabbs Street Community Center Project: Acknowledge receipt of Appraisal Report upon which a Fair Market Offer of \$82,367 was based; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.
15.

2021-54

Authorize acquisition of parcels of property identified as Forrest County Parcel No.2-038B-15-325.00 (PPIN 13950) and Parcel No. 2-038B-15-326.00 (PPIN 13951) for the Dabbs Street Community Center Project: Acknowledge receipt of Appraisal Report upon which a Fair Market Offer of \$19,333 was based; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.
16.

2021-55

Acknowledge bids received January 21, 2021 for the St. Annes Drive Culvert Repair project and accept the bid from Walker Construction, LLC in the amount of \$207,316.00 as the lowest and best bid; Authorize Mayor to execute contracts upon preparation.
17.

2021-60

Authorize the submission of a grant application to the FY 2021 Mississippi Department of Archives and History (MDAH) Certified Local Government grant program in the amount of \$7,500.00 to provide funding for a feasibility study of the Hawkins School Gymnasium, and authorize the Mayor to execute in duplicate. The grant requires a local match of at least 50% (or \$7,500), which will be provided by City of Hattiesburg and Hattiesburg Public School District.
18.

2021-58

Ratify and confirm the Mayor’s appointment of Brandon E. J. Williams (W1) to the Hattiesburg Board of Adjustment to complete a three-year term (resigned by Jan Lacy) beginning February 2, 2021 and ending November 2, 2023.
19.

2021-74

Approve the corrected minutes of the meeting of August 4, 2020.
20.

2021-78

Adopt a Resolution authorizing the employment of professionals in connection with the refunding of certain outstanding water and sewer debt to the city.
21.

2021-79

Adopt a Resolution requesting the Mississippi State Legislature to name a section of Mississippi Highway 49 in the City of Hattiesburg in honor of Civil Rights Pioneer Clyde Kennard.

ROUTINE AGENDA

1.

2021-52

Authorize and approve publication setting a Public Comment Period for the City’s 2020 Hazard Mitigation Grant Program application.
2.

2021-37

Acknowledge receipt and execution of the revised 2020 CDBG and HOME entitlement grants.
3.

2021-48

Authorize publication of Notice of Public Hearing regarding the City of Hattiesburg’s 2020 Consolidated Annual Performance and Evaluation Report (CAPER) draft plan.
4.

2021-51

Acknowledge receipt of executed deed for a portion of Forrest County Tax Parcel No. 2-030M-11-018.00 (PPIN 026749) for the Hall Avenue Overpass East Project.
5.

2021-49

Acknowledge receipt of the two-quote docket as provided for in 31-7-13(b) of the Mississippi Code of 1972.
6.

2021-63

Acknowledge receipt of FY-2020 Expenditure Report from Hattiesburg Exchange Club for Dixie Youth Baseball.
7.

2021-64

Acknowledge receipt of FY 2020-2021 Expenditure Report from Noon Day Optimist Club for Dixie Boys Baseball Program.
8.

2021-41

Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
9.

2021-45

Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
10.

2021-69

Approve claims docket for the period ending January 31, 2021.

In Memoriam:

- Mr. Ralph Lindsey
- Mrs. Patricia Ann Hollimon
- Ms. Lena Mae Dean
- Mr. Larry Winbourne
- Mr. Robert Lennon
- Mr. & Mrs. Lafayette Howell
- Mr. Byron Poole
- Mr. Robert Lawrence Lennon
- Dr. Ronald Lubritz

Meeting Adjourn

Call to Order

BE IT REMEMBERED that the regular meeting of the Hattiesburg City Council was held at 5:00 p.m. Tuesday, February 2, 2021, in the Jackie Dole Community Center Auditorium; same being a recessed

meeting from February 1, 2021.

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.

Call to Prayer and Pledge of Allegiance

The prayer was given by Kermas Eaton.

The Pledge of Allegiance was led by Council President Carroll.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

Mayor Barker welcomed Sacred Heart student, Grant Arrington; who was pursuing his Boy Scout Merit badge.

There were no other presentations at this time.

Agenda Adjustments

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to add at the request of the Administration as follows:

Add Policy Items #20 and #21 at the request of the Administration as follows:

- 20. **2021-78** Adopt a Resolution authorizing the employment of professionals in connection with the refunding of certain outstanding water and sewer debt to the city.

- 21. **2021-79** Adopt a Resolution requesting the Mississippi State Legislature to name a section of Mississippi Highway 49 in the City of Hattiesburg in honor of Civil Rights Pioneer Clyde Kennard.

Attachments: RESOLUTION -Clyde Kennard-Hwy 49 Naming

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

POLICY AGENDA

The POLICY AGENDA came before the Council.

- 1. **2021-50** Approve the minutes for the January 19, 2021 meeting of the City Council.

Attachments: 1-19-2021 APH, XS

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve the minutes for the January 19, 2021 meeting 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

2. **2021-17** Adopt an Ordinance for the petition by Tracy Parker, Owner, to change the zoning classification for a certain property located at 512 North Washington Avenue (Parcel 2-042E-26-212.00, PPIN 12551, Ward 5) from Section 4.5.5, R-1C (Single Family Residential) District to Section 4.5.2, A-2 (Agricultural Residential) District. The Planning Commission recommended to Deny on December 2, 2020 (tabled at the January 19, 2021 meeting).

Attachments: DEC HPC MINUTES
 hpc item D dec 2020
 512 N Washington Parker Filed Appeal Form
 Ordinance - 512 North Washinton Ave

A MOTION was made by Council Member Nicholas Brown and seconded by Council Member Deborah Delgado to Take the Ordinance from the Table.

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

A MOTION was made by Council Member Brown and seconded by Council Member Delgado to Adopt an Ordinance (#3287) for the petition by Tracy Parker, Owner, to change the zoning classification for a certain property located at 512 North Washington Avenue (Parcel 2-042E-26-212.00, PPIN 12551, Ward 5) from Section 4.5.5, R-1C (Single Family Residential) District to Section 4.5.2, A-2 (Agricultural Residential) District.

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

Yeas: 3 - George, Delgado and Brown

Nays: 2 - Carroll and Dryden

3. **2021-47** Adopt a Resolution setting Public Hearing on Monday, March 1, 2021 at 4:00 p.m. in the Jackie Dole Sherrill Community Center to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

Attachments: Request to Set Public Hearing-CE 2 2 2021
 Set Public Hearing Unsafe Properties Resolution 2 2 2021

A MOTION was made by Council Vice President Dryden and seconded by Council Member Delgado to Adopt a Resolution (#2021-6) setting Public Hearing on Monday, March 1, 2021 at 4:00 p.m. in the Jackie Dole Sherrill Community Center to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

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

4. **2021-59** Adopt a Resolution authorizing Requisition No. 78 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. 78
 Project Resolution Requisition 2016 Bonds No. 78

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt a Resolution (#2021-7) authorizing Requisition No. 78 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

5. **2021-57** Approve Supplemental Agreement No. 2 and Supplemental Agreement No. 3 with ARE Engineering Consultants for Engineering services related to the Bobby L. Chain Municipal Airport Runway 13 Safety Area and Apron Drainage Improvements Part 1 Project (A.I.P. Project No. 3-28-0031-0028-2021) and authorize Mayor to execute each in triplicate.

Attachments: HBGDESRwyLightingSuppTwo012521
 HBGBCARwyLightingSuppThree012521

A MOTION was made by Council Member Brown and seconded by Council Member George to Approve Supplemental Agreement No. 2 and Supplemental Agreement No. 3 with ARE Engineering Consultants for Engineering services related to the Bobby L. Chain Municipal Airport Runway 13 Safety Area and Apron Drainage Improvements Part 1 Project (A.I.P. Project No. 3-28-0031-0028-2021) and authorize Mayor to execute each in triplicate.

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

6. **2021-46** Approve Lighting Agreement with Mississippi Power Company for additional lighting at 316 Johnston Circle and 310 Hall Avenue for a monthly increase of \$21.22, and authorize Mayor to execute the same.

Attachments: MS Power-316 Johnston Circle and 310 Hall Avenue

A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Approve Lighting Agreement with Mississippi Power Company for additional lighting at 316 Johnston Circle and 310 Hall Avenue for a monthly increase of \$21.22, and authorize Mayor to execute the same.

Council Member Brown thanked the City for the additional lighting in his ward.

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

7. **2021-68** Approve a Memorandum of Understanding between City of Hattiesburg, Pearl River Community College and South Mississippi Planning and Development District to provide tuition assistance for city residents and authorize the Mayor to execute in triplicate.

Attachments: PRC- Mou 2021

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve a Memorandum of Understanding between City of Hattiesburg, Pearl River Community College and South Mississippi Planning and Development District to provide tuition assistance for city residents and authorize the Mayor to execute in triplicate.

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

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

Nays: 0

8. **2021-61** Approve Agreement with Butler Snow LLP to serve as Dissemination Agent for annual continuing disclosure requirements for fiscal year 2020 per Securities and Exchange Commission (SEC) rules and authorize the Mayor to execute the same.

Attachments: FY 2020 Continuing Disclosure Engagement Letter - COH, MS_57215735_1

A MOTION was made by Council Member George and seconded by Council Member Brown to Approve Agreement with Butler Snow LLP to serve as Dissemination Agent for annual continuing disclosure requirements for fiscal year 2020 per Securities and Exchange Commission (SEC) rules and authorize the Mayor to execute the 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

9. **2021-56** Approve Letter Agreement with Jackson, Tullos & Rogers, LLC for legal services related to the Hall Avenue Overpass East project and Authorize the Mayor to execute in duplicate.

Attachments: Engagement Ltr-Jackson Tullos & Rogers

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve Letter Agreement with Jackson, Tullos & Rogers, LLC for legal services related to the Hall Avenue Overpass East project and 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

10. **2021-67** Approve engagement letter from Hicks Law Firm to represent the City of Hattiesburg Election Commission.

Attachments: Hicks-Election Comm

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Approve engagement letter from Hicks Law Firm to represent the City of Hattiesburg Election Commission.

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

11. **2021-62** Approve a Contract between the City of Hattiesburg Parks and Recreation Department and Greg Butler for the operation of Tennis Programs at Willis Terry Tennis Complex at Tatum Park and authorize the Mayor to execute the same.

Attachments: Tatum Tennis Contract-Greg Butler 2021-22

A MOTION was made by Council Member George and seconded by Council Member Brown to Approve a Contract between the City of Hattiesburg Parks and Recreation Department and Greg Butler for the operation of Tennis Programs at Willis Terry Tennis Complex at Tatum Park and authorize the Mayor to execute the 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

- 12. 2021-65** Approve Agreement between City of Hattiesburg Parks and Recreation Department and Hattiesburg Exchange Club/Dixie Youth Inc. to operate and promote Dixie Youth Baseball for Hattiesburg residents for the operating period of October 1, 2020 through September 30, 2021 and authorize the Mayor to execute the same.

Attachments: Exchange Club- 2020

A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Approve Agreement between City of Hattiesburg Parks and Recreation Department and Hattiesburg Exchange Club/Dixie Youth Inc. to operate and promote Dixie Youth Baseball for Hattiesburg residents for the operating period of October 1, 2020 through September 30, 2021 and authorize the Mayor to execute the 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

- 13. 2021-66** Approve Agreement between City of Hattiesburg Parks and Recreation Department and Noon Day Optimist Club to operate and promote Dixie Boys Baseball for Hattiesburg residents for the operating period of October 1, 2020 through September 30, 2021 and authorize the Mayor to execute in duplicate.

Attachments: Noon Day Opt 2020

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve Agreement between City of Hattiesburg Parks and Recreation Department and Noon Day Optimist Club to operate and promote Dixie Boys Baseball for Hattiesburg residents for the operating period of October 1, 2020 through September 30, 2021 and 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

- 14. 2021-53** Authorize acquisition of a parcel of property identified as Forrest County Parcel No. 2-038B-15-371.00 (PPIN 13952) for the Dabbs Street Community Center Project: Acknowledge receipt of Appraisal Report upon which a Fair Market Offer of \$82,367 was based; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.

Attachments: Appriaisal Report - 9.25.2020
Title Opinion_PPIN 13952_1102 Dabbs

A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Authorize acquisition of a parcel of property identified as Forrest County Parcel No. 2-038B-15-371.00 (PPIN

13952) for the Dabbs Street Community Center Project: Acknowledge receipt of Appraisal Report upon which a Fair Market Offer of \$82,367 was based; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.

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

- 15. 2021-54** Authorize acquisition of parcels of property identified as Forrest County Parcel No.2-038B-15-325.00 (PPIN 13950) and Parcel No. 2-038B-15-326.00 (PPIN 13951) for the Dabbs Street Community Center Project: Acknowledge receipt of Appraisal Report upon which a Fair Market Offer of \$19,333 was based; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.

Attachments: Appriasal Report - 9.25.2020
Title Opinion_PPIN 13950_1104 Dabbs
Title Opinion_PPIN 13951_1100 Dabbs

A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Authorize acquisition of parcels of property identified as Forrest County Parcel No.2-038B-15-325.00 (PPIN 13950) and Parcel No. 2-038B-15-326.00 (PPIN 13951) for the Dabbs Street Community Center Project: Acknowledge receipt of Appraisal Report upon which a Fair Market Offer of \$19,333 was based; Authorize Mayor to execute any and all documents required to complete the transaction; Authorize issuance of a manual check in payment thereof upon closing of transaction.

Council Members Delgado and Brown thanked the City for this Community Project.

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

- 16. 2021-55** Acknowledge bids received January 21, 2021 for the St. Annes Drive Culvert Repair project and accept the bid from Walker Construction, LLC in the amount of \$207,316.00 as the lowest and best bid; Authorize Mayor to execute contracts upon preparation.

Attachments: Recommendation Ltr
Certified Bid Tab

A MOTION was made by Council Member Brown and seconded by Council Vice President Dryden to Acknowledge bids received January 21, 2021 for the St. Annes Drive Culvert Repair project and accept the bid from Walker Construction, LLC in the amount of \$207,316.00 as the lowest and best bid; Authorize Mayor to execute contracts upon preparation.

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

- 17. 2021-60** Authorize the submission of a grant application to the FY 2021 Mississippi Department of Archives and History (MDAH) Certified Local Government grant program in the amount of \$7,500.00 to provide funding for a feasibility study of the Hawkins School Gymnasium, and authorize the Mayor to execute in duplicate. The grant requires a local match of at least 50% (or \$7,500), which will be provided by City of Hattiesburg and Hattiesburg Public School District.

Attachments: 2021 CLG Application (final)

A MOTION was made by Council Vice President Dryden and seconded by Council Member Delgado to Authorize the submission of a grant application to the FY 2021 Mississippi Department of Archives and History (MDAH) Certified Local Government grant program in the amount of \$7,500.00 to provide funding for a feasibility study of the Hawkins School Gymnasium, and authorize the Mayor to execute in duplicate. The grant requires a local match of at least 50% (or \$7,500), which will be provided by City of Hattiesburg and Hattiesburg Public School District.

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

- 18. 2021-58** Ratify and confirm the Mayor’s appointment of Brandon E. J. Williams (W1) to the Hattiesburg Board of Adjustment to complete a three-year term (resigned by Jan Lacy) beginning February 2, 2021 and ending November 2, 2023.

Attachments: Brandon Williams - Resume
 Data sheet Brandon Williams BOA 2020

A MOTION was made by Council Member George and seconded by Council Member Brown to Ratify and confirm the Mayor’s appointment of Brandon E. J. Williams (W1) to the Hattiesburg Board of Adjustment to complete a three-year term (resigned by Jan Lacy) beginning February 2, 2021 and ending November 2, 2023.

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

- 19. 2021-74** Approve the corrected minutes of the meeting of August 4, 2020.

Attachments: 8-4-2020 clerk notes
 8-4-2020 XS Mins

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve the corrected minutes of the meeting of August 4, 2020. There was a ministerial error in not specifically stating the action taken by the Council in executive session in the Council’s original minutes. The handwritten notes of the Deputy Council Clerk, who was present during the executive session, indicating who made the motions and seconds, including the motion to authorize the Mayor to execute the Consent Decree which was presented to the Council by Mr. Milner, are attached.

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

Yeas: 4 - George, Carroll, Dryden and Brown

Nays: 0

Abstain: 1 - Delgado

- 20. 2021-78** Adopt a Resolution authorizing the employment of professionals in connection with the refunding of certain outstanding water and sewer debt to the city.

Attachments: (Exhibit A) - (Government Consultants) Hattiesburg Taxable WS Revenue
 Refunding Bonds (2021) - City MA (IRMA) Disclosure & Eng Ltr (2.2.21)

Exhibit C - (BUTLER SNOW) Hattiesburg Combined W&S Refunding 2021 - Engagement Letter 2
Hattiesburg Combined W&S Refunding 2021 - Engagement Resolution 2_2_21
Exhibit B - (Raymond James) IRMA Exemption Letter_Hattiesburg 2.2.2021
EXHIBIT B (Raymond James) G-17 Hattiesburg Series 2021 (Underwriter Placement Agent) 2.2.2021

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt a Resolution (#2021-8) authorizing the employment of professionals in connection with the refunding of certain outstanding water and sewer debt to the city.

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

21. **2021-79** Adopt a Resolution requesting the Mississippi State Legislature to name a section of Mississippi Highway 49 in the City of Hattiesburg in honor of Civil Rights Pioneer Clyde Kennard.

Attachments: RESOLUTION -Clyde Kennard-Hwy 49 Naming

A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Adopt a Resolution (#2021-9) requesting the Mississippi State Legislature to name a section of Mississippi Highway 49 in the City of Hattiesburg in honor of Civil Rights Pioneer Clyde Kennard.

Council Members George, Delgado and Brown thanked Senator Juan Barnett and the City for the request of renaming a section of the highway.

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

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

1. **2021-52** Authorize and approve publication setting a Public Comment Period for the City’s 2020 Hazard Mitigation Grant Program application.

Attachments: HMGP 2020 PUBLIC NOTICE
 Project Map
 Executed notice of public hearing for Hazard Mitigation Grant Program

2. **2021-37** Acknowledge receipt and execution of the revised 2020 CDBG and HOME entitlement grants.

Attachments: 2020 CDBG - Corrected
 2020 HOME - Corrected

3. **2021-48** Authorize publication of Notice of Public Hearing regarding the City of Hattiesburg’s 2020 Consolidated Annual Performance and Evaluation Report (CAPER) draft plan

Attachments: CAPER 2020 Notice of Public Hearing

4. **2021-51** Acknowledge receipt of executed deed for a portion of Forrest County Tax Parcel No. 2-030M-11-018.00 (PPIN 026749) for the Hall Avenue Overpass East Project.

Attachments: Warranty Deed - East Hardy Magnolia - executed

5. **2021-49** Acknowledge receipt of the two-quote docket as provided for in 31-7-13(b) of the Mississippi Code of 1972.

Attachments: 20210125094446

6. **2021-63** Acknowledge receipt of FY-2020 Expenditure Report from Hattiesburg Exchange Club for Dixie Youth Baseball.

Attachments: Dixie Youth 2020 Exp Report

7. **2021-64** Acknowledge receipt of FY 2020-2021 Expenditure Report from Noon Day Optimist Club for Dixie Boys Baseball Program.

Attachments: Dixie Boys Exp report 2020

8. **2021-41** Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}

Attachments: Renz Services 303 JC Killingsworth Dr_02022021
Bonner Lead Clearance 3-7
Manual Check Memo 02022021
Havard_515 Columbia

9. **2021-45** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Attachments: Memo's (02-02-2021)
Receipts (02-02-2021)
Deeds (02-02-2021)

10. **2021-69** Approve claims docket for the period ending January 31, 2021.

Attachments: DOCKET 21.0131
20210128180746

In Memoriam:

A MOTION was made by Council President Carroll to Adjourn the meeting in memory of:

- Mr. Ralph Lindsey
- Mrs. Patricia Ann Hollimon
- Ms. Lena Mae Dean
- Mr. Larry Winbourne
- Mr. Robert Lennon
- Mr. & Mrs. Lafayette Howell
- Mr. Byron Poole
- Mr. Robert Lawrence Lennon
- Dr. Ronald Lubritz

Meeting Adjourn

Council President Carroll declared the **meeting adjourned at 5:17 p.m., this 2nd day of February, 2021,**

by unanimous consent, until the 16th day of February, 2021.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, February 16, 2021

Re: Adopt an Ordinance amending Ordinance 3089, Section 2-A, Section 3-C, and Section 5-C adopted on July 17, 2012, designating the polling places to be changed for the precincts known as The Highland Precinct, East 6th Street USO Club Precinct and The Kamper Park Precinct.
File Number: 2021-112
Minute Book #

Summary

Adopt an Ordinance amending Ordinance 3089, Section 2-A, Section 3-C, and Section 5-C adopted on July 17, 2012, designating the polling places to be changed for the precincts known as The Highland Precinct, East 6th Street USO Club Precinct and The Kamper Park Precinct.

Recommendation Statement

Please place this on the February 16, 2021 City Council meeting for consideration.

ORDINANCE NO. _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI

AN ORDINANCE AMENDING SECTION 2-A, SECTION 3-C, SECTION 5-C OF ORDINANCE 3089, ADOPTED JULY 17, 2012 DESIGNATING THE POLLING PLACES TO BE CHANGED FOR THE PRECINCTS KNOWN AS THE HIGHLAND PRECINCT, East 6th STREET USO CLUB PRECINCT AND THE KAMPER PARK PRECINCT IN THE CITY OF HATTIESBURG, MISSISSIPPI.

WHEREAS, the governing authorities of the City of Hattiesburg, Mississippi, find that the polling places known as Highland Park Precinct, East 6th Street USO Club Precinct and the Kamper Park Precinct, as adopted and approved by Ordinance 3089, on July 17, 2012 is not suitable for the municipal elections; and

WHEREAS, the governing authorities of the City of Hattiesburg, as authorized by Section 23-15-557, Mississippi Code of 1972, as annotated and amended, find that the location of the polling place for the Highland Precinct located in Ward 1 should be moved to the Longleaf Trace Precinct located at 2895 West 4th Street, Hattiesburg, Mississippi: and

WHEREAS, the governing authorities of the City of Hattiesburg, as authorized by Section 23-15-557, Mississippi Code of 1972, as annotated and amended, find that the location of the polling place for the East 6th Street USO Precinct located in Ward 2 should be moved to the Eureka School Precinct located at 412 East 6th Street, Hattiesburg, Mississippi: and

WHEREAS, the governing authorities of the City of Hattiesburg, as authorized by Section 23-15-557, Mississippi Code of 1972, as annotated and amended, find that the location of the polling place for The Kamper Park Precinct located in Ward 4 should be moved to the Hardy Street Precinct located at 1610 Hardy Street, Hattiesburg, Mississippi.

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

SECTION 1. That based upon the finding of facts as set out hereinabove, the governing authorities do hereby amend Section 2-A, Section 3-C and 5-A of Ordinance 3089, adopted July 17, 2012 and direct that the hereinabove polling places be changed.

SECTION 2. That the governing authorities of the City of Hattiesburg, Mississippi further direct the City Clerk cause to have published in a newspaper of general circulation within the city, on three (3) occasions a notice of such size and content as to call attention to voters of this change and that the City Clerk be further directed to notify every registered voter in the Highland Precinct, East 6th Street USO Precinct and the Kamper Park Precinct, by mail, and to have affixed the appropriate places and signs sufficient to direct voters to the appropriate polling place.

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

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

YEAS

NAYS

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the ____ day of _____ A.D., 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the ____ day of _____ A.D., 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, February 16, 2021

Re: Adopt an Ordinance for the petition filed by Ronald Blackwell, Engineer, and Bennet V. York, Owner, to change the zoning classification for a portion of a property located at 156 Cross Creek Parkway (Parcel 051M-11-011.000, PPIN 7622, Ward 3) from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.7, R-3 (Multi-Family Residential) District. The Planning Commission recommended to Approve on February 3, 2021.
File Number: 2021-99
Minute Book #

Summary

Adopt an Ordinance to Rezone 156 Cross Creek Parkway, Ward 3

Recommendation Statement

Adopt an Ordinance to Rezone 156 Cross Creek Parkway, Ward 3

Please place this on the February 16, 2021 City Council meeting for consideration.

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

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

INDEXING INSTRUCTIONS:

ORDINANCE NUMBER _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI
AN ORDINANCE CHANGING AND AMENDING THE
COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE
LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED,
OF THE CITY OF HATTIESBURG, MISSISSIPPI
FOR A CERTAIN PROPERTY LOCATED AT 156 CROSS CREEK PARKWAY
(PARCEL 051M-11-011.000, PPIN 7622, WARD 3) FROM SECTION 4.5.12, B-5
(REGIONAL BUSINESS) DISTRICT TO SECTION 4.5.7, R-3 (MULTI-FAMILY
RESIDENTIAL) DISTRICT.

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance No. 3209, as amended, of the City of Hattiesburg, Mississippi, be and the same is hereby changed and amended. The Hattiesburg Planning Commission recommended to Deny said change in zoning for the following reasons:

The character of the neighborhood has changed substantially so that rezoning is clearly justified, and there is a public need for the rezoning.

A parcel of land being located in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 11, Township 4 North, Range 14 West, City of Hattiesburg, Lamar County, Mississippi and being more particularly described as follows:

Commencing at the northwest corner of NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 11, thence run South 89 degrees 43 minutes 09 seconds East along the north line of said Section for a distance of 641.94 feet to the east right-of-way line of Cross Creek Parkway to and for the Point of Beginning; thence continue South 89 degrees 43 minutes 09 seconds East along the north line of said Section 11 for a distance of 642.22 feet to the northeast corner of said NW $\frac{1}{4}$ of NW $\frac{1}{4}$;

thence continue along the north line of said Section 11 South 89 degrees 42 minutes 46 seconds East for a distance of 1382.19 feet to the northeast corner of the NE ¼ of the NW ¼ of said Section 11; thence run South 00 degrees 03 minutes 19 seconds East along the east line of said NE ¼ of NW ¼ for a distance of 453.28 feet to the north line of Resubdivision of Commercial Mall Complex, Second Filing; thence run along the north line of said mall property South 89 degrees 57 minutes 53 seconds West for a distance of 1493.85 feet; thence run South 00 degrees 42 minutes 10 seconds East along the west line of said mall property for a distance of 232.39 feet to the center of Mixons Creek; thence run along the center of Mixons Creek the following calls: North 78 degrees 40 minutes 58 seconds West for a distance of 15.39 feet; thence South 71 degrees 57 minutes 34 seconds West for a distance of 123.94 feet; thence South 62 degrees 18 minutes 11 seconds West for a distance of 108.65 feet; thence South 31 degrees 54 minutes 37 seconds West for a distance of 130.82 feet; thence South 47 degrees 43 minutes 27 seconds West for 138.79 feet to the east right-of-way line of Cross Creek Parkway; thence run North 00 degrees 17 minutes 01 seconds West along said right-of-way for a distance of 256.02 feet; thence run South 89 degrees 18 minutes 44 seconds West along said right-of-way for a distance of 30.00 feet; thence run North 00 degrees 17 minutes 01 seconds West along said right-of-way for a distance of 71.65 feet back to the Point of Beginning. Said parcel contains 24.93 acres, more or less.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning District Map and the Land Development Code Ordinance No. 3209, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

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

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

YEAS:

NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the _____ day of _____ A.D., 2021.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above and foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of _____ A.D., 2021.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

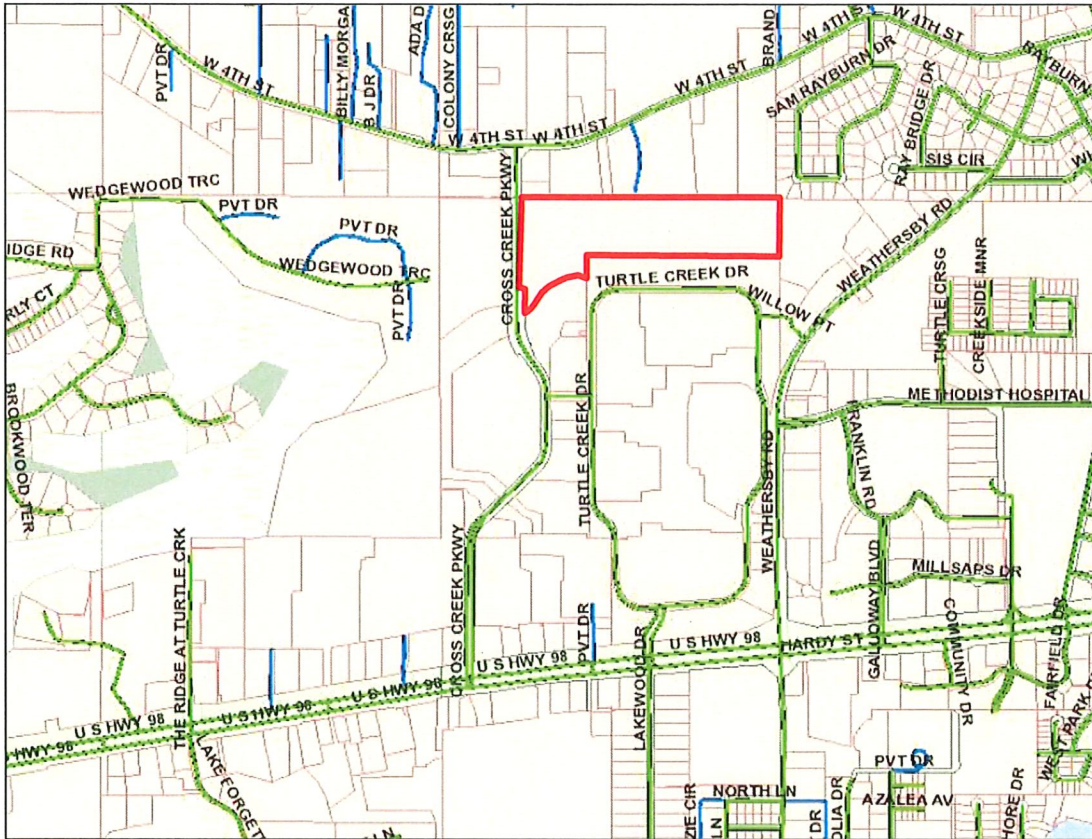
SUBJECT PARCEL: 156 Cross Creek Parkway

Ronald Blackwell, Engineer, and Bennet V. York, Owner

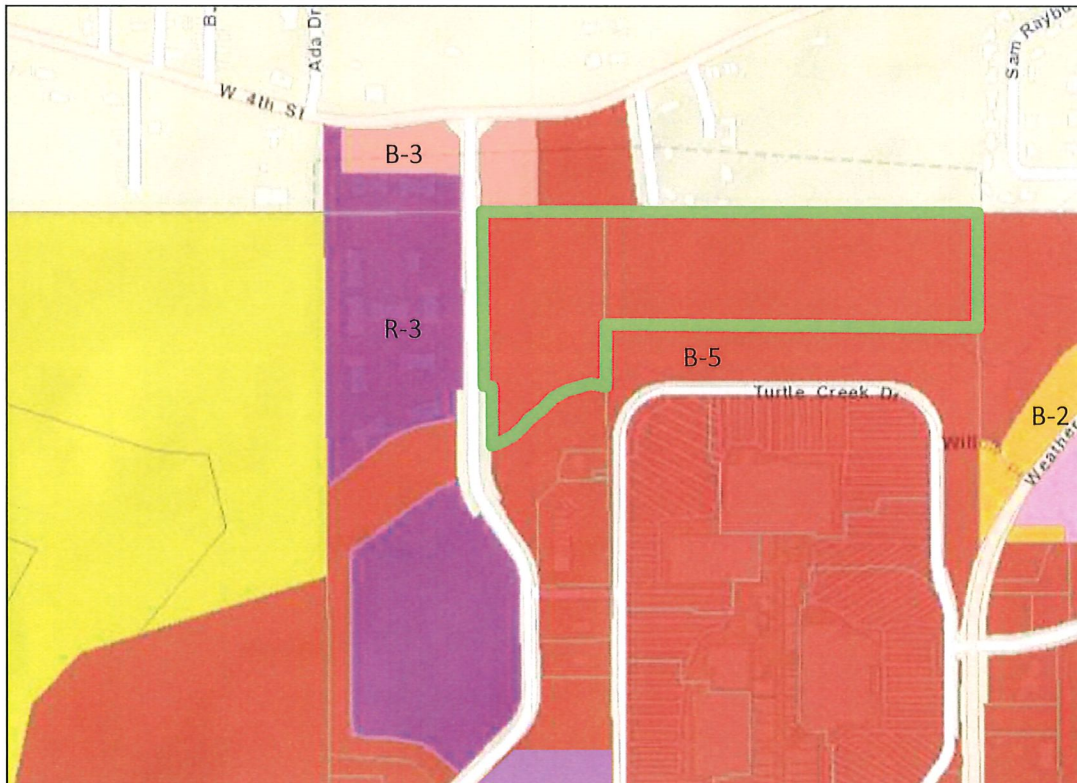
The petitioner requests to change the zoning classification for a portion of a property located at 156 Cross Creek Parkway (Parcel 051M-11-011.000, PPIN 7622, Ward 3) from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.7, R-3 (Multi-Family Residential) District.



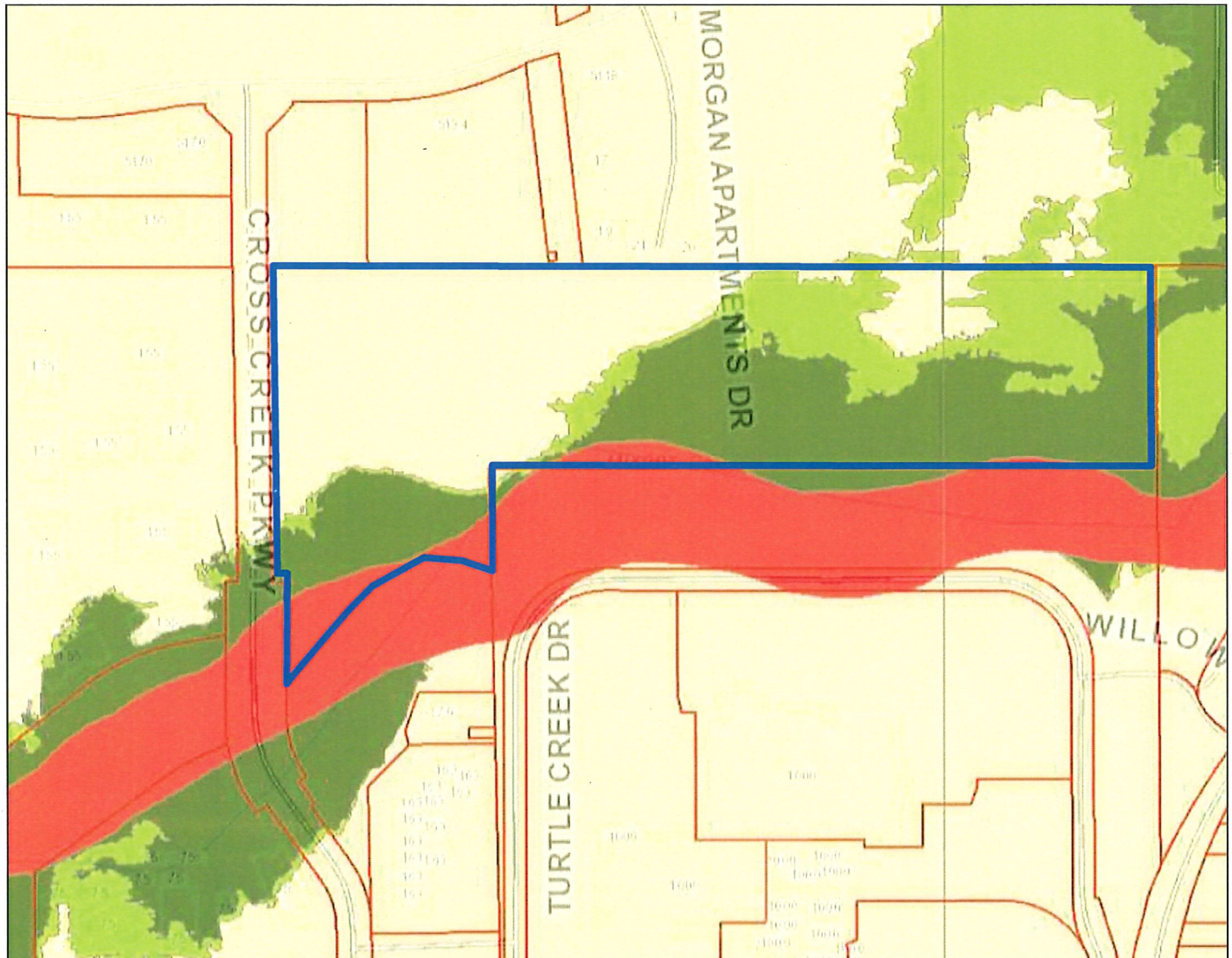
Vicinity Map—Ward 3



Zoning—B-5



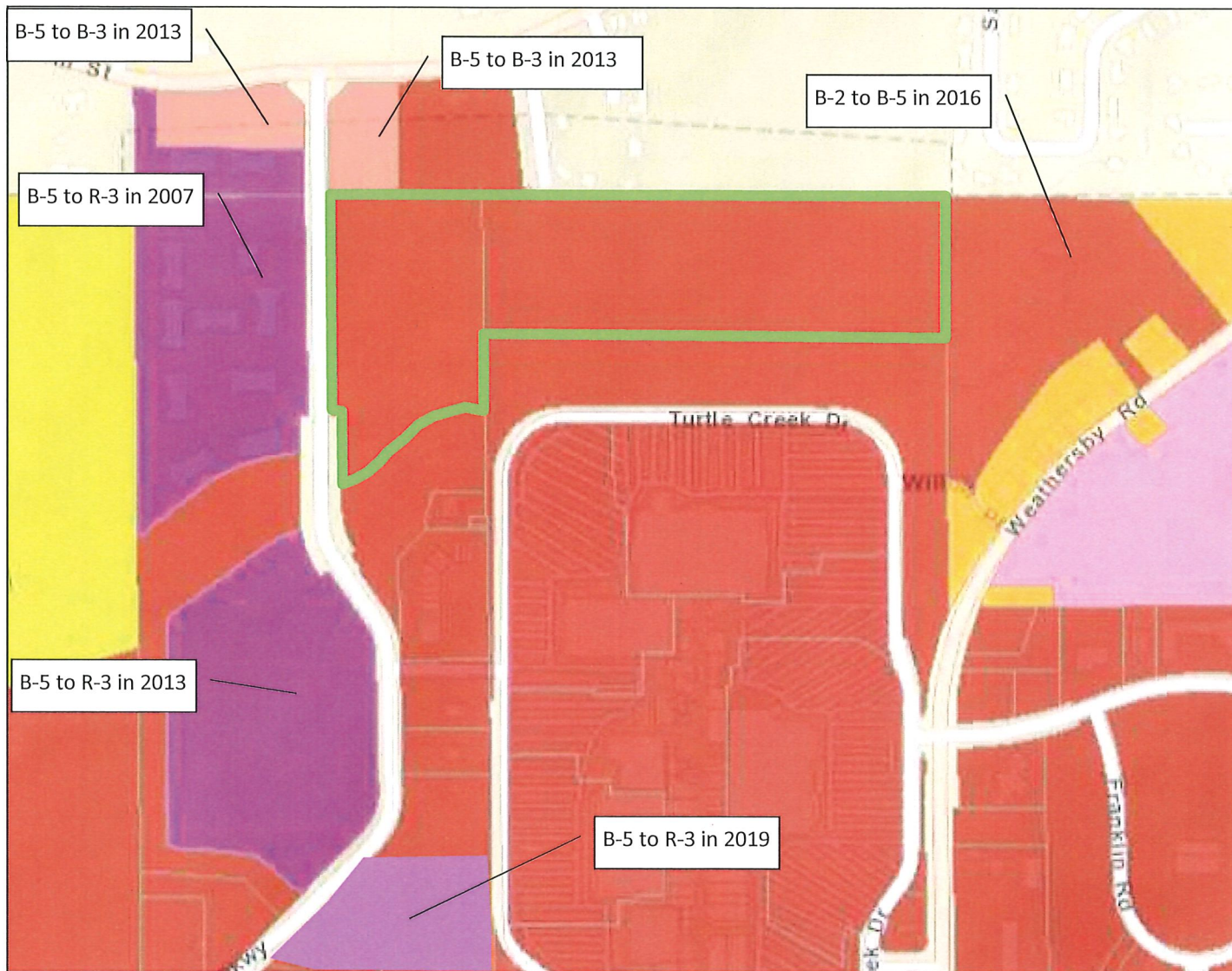
Flood Zone:
AE/100-year; SX/500-year and Regulated Floodway



Site Aerial



Vicinity Rezone History

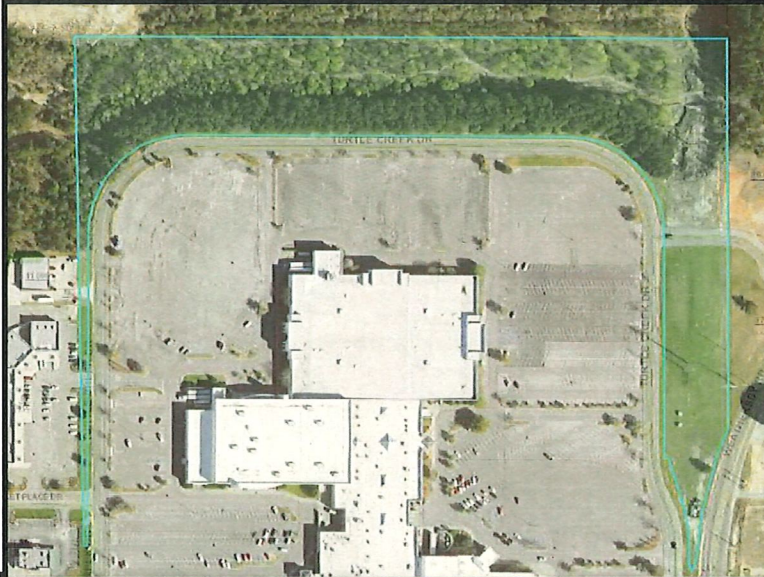


SURROUNDING AREA

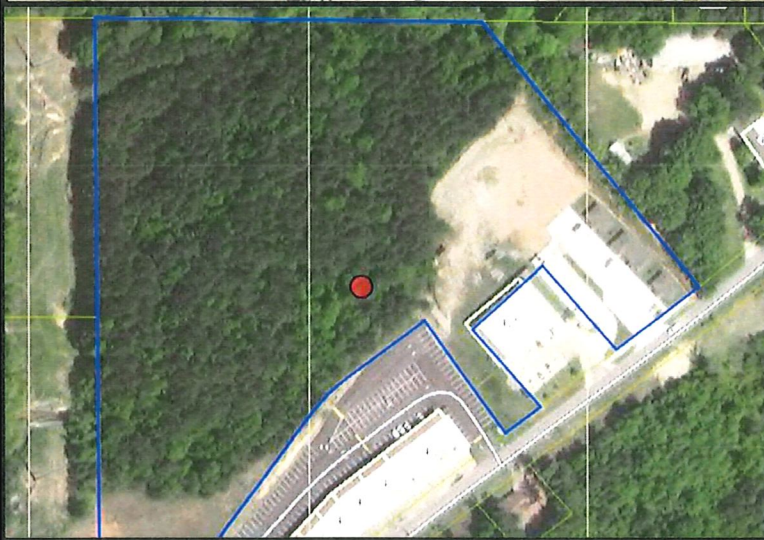
Northern Direction: B-3 (Community Business) District and B-5 (Regional Business)/ Undeveloped



Southern Direction: B-5 (Regional Business)/ Undeveloped



Eastern Direction: B-5 (Regional Business)/ Business park



Western Direction: R-3 (Multi-Family Residential) District/ Apartments





**Planning Commission
Case Fact Sheet**

Name of Petitioners: Ronald Blackwell, Engineer, and Bennet V. York, Owner

Address of Property:	Tax Parcel	PPIN:	Ward:
156 Cross Creek Pkwy	051M-11-011.000	7622	3

Request: **Zoning Change**

Purpose of Request: To consider an application to change the zoning classification for a portion of a property located at 156 Cross Creek Parkway (Parcel 051M-11-011.000, PPIN 7622, Ward 3) from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.7, R-3 (Multi-Family Residential) District.

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4

Zoning Districts Established

4.5.12, B-5 (Regional Business) District: The purpose of the B-5 District is to provide for retail, personal and business services, offices, and financial services in locations with convenient access to the region's population consistent with comprehensive planning policies. This district is consistent with the Regional Business District in the Comprehensive Plan.

4.5.7 R-3 Multi-Family Residential District: The purpose of the R-3 District is to permit medium and high density residential uses including multi-family, two-family, and single-family structures with related recreational, religious and educational facilities. This district is consistent with the Neighborhood Conservation 1 and 2 districts in the Comprehensive Plan. This zoning district encourages protected residential neighborhoods with only compatible supporting institutional uses and open space.

Present Zoning: This parcel is currently zoned B-5 (Regional Business) District

Present Use: Undeveloped Lot

Future Land Use: Regional Business District

Flood Zone: Mixon's Creek runs along the southern border of the parcel. The property contains Floodway and AE/100-year flood zone, which are both regulated flood zones. It also contains SX/500-year flood zone, which is not regulated by the City of Hattiesburg's Flood Ordinance.

Surrounding Zoning and Land Use:
North: B-3 (Community Business) District and B-5 (Regional Business)/ Undeveloped
South: B-5 (Regional Business)/ Undeveloped
East: B-5 (Regional Business)/ Undeveloped/Office Park
West: R-3 (Multi-Family Residential) District/ Apartments

Most Nearly Bounded By (streets): The parcel is most nearly bounded to the north by W 4th Street, to the east by Weathersby Road, to the south by Turtle Creek Drive, and to the west by Cross Creek Parkway. It is accessible by Cross Creek Parkway.

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case, as of January 22, 2021.

History / Background: The petitioner met with Staff in Pre-Application to discuss rezoning the subject property for a multi-family use. The petitioners are aware that any structures built in the regulated flood zones (AE/100-year and Floodway) will have to be elevated to meet Flood Ordinance requirements. No elevation certificate has yet been provided for property, so Staff cannot determine how high any structures will need to be elevated.

There have been multiple zoning changes in the vicinity. A map has been provided to indicate which properties have been rezoned, when, and the previous and new zoning designations. Most recently, 62 Cross Creek Pkwy, located to the south of the subject property, was rezoned from B-5 to R-3 in December 2019 by the same petitioner. The basis for approval was, "The character of the neighborhood has changed substantially so that rezoning is clearly justified and there is a public need for the rezoning." Staff approved a site plan for 62 Cross Creek Pkwy in March 2020, though the applicant has informed Staff that the multi-family development on that site is not currently being pursued.

The portion of the property requested for rezoning will be subdivided from the larger parcel through the Minor Subdivision review process.

Option:

Basis for approval:

- I. There was a mistake in the original zoning
- II. The character of the neighborhood has changed substantially so that rezoning is clearly justified and there is a public need for the rezoning
- III. Annexation

Rezoning Information (1 page)

One of the following conditions must be met before a rezoning can be recommended.
Check the condition(s) most applicable to your request and explain in writing.

- A. There is a material change in the circumstances and conditions of the neighborhood and area surrounding the petitioned property and there is a public need for the change in question, based on the Comprehensive Plan.
- B. There is a mistake in the original zoning.
- C. Annexation

Detailed explanation of condition(s) most applicable to your request: (Please print or type.)

* Oak Grove school District has a demand for housing needs

* Overall Grade A (top rank) for the school district

* Total students estimated 2,840

* 2019 High School ranked #3 in the state

* We are one of the very few apartment communities that are within the zoning for Longleaf Elementary School (ranked #3 out of Lamar County School District)

* Cross Creek Village has maintained 98% occupancy over the last 3 years

* Has a consistent waitlist

* Currently cannot offer everyone an option for a home due to high demand and occupancy

* Won Best of the Pine Belt for Apartment Community 2 years in a row (2018 and 2019)

* 70% resident renewal rate leaving minimal options for new renters

*Surrounding competitors within Oak Grove School district and Longleaf Elementary, The Lakes at Turtle

Creek & Belmont, also maintain high occupancy leaving minimal options for renters to choose from

An addition of apartments will allow Cross Creek Village to meet the public's needs for housing and placement for families in high demand school districts. We have a wide range of population ranging not only from students from the universities (University of Southern Mississippi and William Carey), but also young professionals starting to grow families and the senior population. Two other rezoning events from B-5 to R-3 have occurred along Cross Creek Parkway due to the ongoing demand.

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
February 3, 2021**

The Hattiesburg Planning Commission did meet in a regular session on February 3, 2021, at 1:00 p.m. at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Mark Miller, Chair, presided over the meeting. Due to the ongoing COVID-19 pandemic, CDC recommended social distancing guidelines were observed. Staff utilized GoToMeeting, an online meeting, desktop sharing, and telephone/video conferencing platform to allow Commissioners and petitioners to participate remotely. A quorum was indicated and the attendance was as follows:

Commissioners Present: Dick Conville (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Amy Hinton, Vice-Chair
Jeff Keyseear (via GoToMeeting)
Elayne Lockett
Mark Miller, Chair
Rhoda A. Pickett (via GoToMeeting)
Rebekah Ray
Kenneth Waites

Commissioners Absent: Ricardo Bryant

Also Present: Andrew Ellard, Director
Jim Gladden, Esq.
Ginger M. Lowrey, AICP, Planning Division Manager
Caroline Miles, Planner
Steve Mitchell, Building Official

Chair Miller declared the meeting of the Hattiesburg Planning Commission open and in session at 1:03 PM.

AGENDA REVIEW

There came the matter of the February 2021 Agenda. A request was made by Chair Miller for a motion to approve the February 2021 Agenda. A motion to approve was made by Commissioner Hinton and seconded by Commissioner Ray.

Commissioners voting aye: Dick Conville (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Amy Hinton, Vice-Chair
Jeff Keyseear (via GoToMeeting)
Elayne Lockett
Mark Miller, Chair
Rhoda A. Pickett (via GoToMeeting)
Rebekah Ray
Kenneth Waites

Commissioners voting nay: None

MINUTES REVIEW

There came the matter of the January 6, 2021 minutes. Commissioner Ray requested a grammatical and a formatting correction. Staff noted that Steve Mitchell was not listed as present at the meeting when he was present. A motion was made by Commissioner Ray to approve the January 6, 2021 minutes with corrections and seconded by Commissioner Lockett.

Commissioners voting aye: Dick Conville (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Amy Hinton, Vice-Chair
Jeff Keyseear (via GoToMeeting)
Elayne Lockett
Mark Miller, Chair
Rhoda A. Pickett (via GoToMeeting)
Rebekah Ray
Kenneth Waites

Commissioners voting nay: None

REPORTS

BUILDING REPORT

Steve Mitchell, Building Official, provided the Building Permit Report for January 2021. Staff emailed copies to the Commissioners prior to the meeting, and physical copies were provided to Commissioners who attended in person.

PLANNING REPORT

There came the matter of the Planning Report by Ginger Maddox Lowrey, AICP. On February 2, 2021, City Council approved the zoning change from R-1C to A-2 at 512 N. Washington Ave. after the applicant appealed the Planning Commission's recommendation to deny the zoning change.

CHAIR’S REPORT

There came the matter of the Chair’s Report by Chair Miller. He commented that part of the APA Planning Commissioner training in December 2020 discussed “public need” for rezoning in terms of what is consistent with the Comprehensive Plan. He asked Staff to provide more information on the future land use map and use designations.

INTRODUCTIONS

The Commissioners introduced themselves.

PUBLIC HEARING – PLANNING COMMISSION

There came the matter of Item A (Zoning Change), to consider a request that has been filed by Ronald Blackwell, Engineer, and Bennet V. York, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification for a portion of a property located at 156 Cross Creek Parkway (Parcel 051M-11-011.000, PPIN 7622, Ward 3) from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.7, R-3 (Multi-Family Residential) District.

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Ronnie Blackwell		Hattiesburg, MS
	Bennett York		Hattiesburg, MS
	Michelle Littlejohn		Hattiesburg, MS
<u>Proponents:</u>	None		
<u>Opponents:</u>	None		

Ronnie Blackwell presented the request. Chair Miller asked Mr. Blackwell how is there a public need for the rezoning when the Commission approved a rezone for a similar request to the south of the subject property that the applicants failed to develop. Mr. Blackwell stated that after doing preliminary work, they determined that the proposed 84-unit complex was not large enough to support the amenities they planned to offer. Additionally, due to Covid-19, construction costs made the development financially unfeasible.

Dr. Bennett York also spoke on the request. He stated that while the first project was financially unfeasible, this proposed project is a larger development that could support amenities. He could not promise that the new project would be feasible until further preliminary analysis is done, which is not fiscally responsible to undertake until a rezoning had been secured. He further stated that a development on the site would be in the same character as the surrounding Cross

Creek apartment complexes.

Michelle Littlejohn presented evidence for public need. She provided data regarding high occupancy rates in the vicinity apartment complexes, the demand for more multi-family house in the Oak Grove School District, specifically the Long Leaf Elementary School, and general demand for multi-family housing in the vicinity.

Chair Miller declared the Public Hearing closed and the Business Meeting open for voting on the request (Item A). Commissioner Hinton stated that she believed that Ms. Littlejohn provided ample evidence that there was a continued public need for this type of zoning in this area of Hattiesburg. Commissioner Dawe made a motion to approve the request on the basis that the character of the neighborhood has changed substantially so that rezoning is clearly justified and there is a public need for the rezoning. Commissioner Conville seconded the motion. Commissioners attending in person submitted physical voting sheets.

Commissioners voting aye: Dick Conville (via GoToMeeting)
Charles Dawe (via GoToMeeting)
Michael Dickerson (via GoToMeeting)
Amy Hinton, Vice-Chair
Jeff Keysear (via GoToMeeting)
Elayne Lockett
Mark Miller, Chair
Rhoda A. Pickett (via GoToMeeting)
Rebekah Ray
Kenneth Waites

Commissioners voting nay: None

BUSINESS MEETING

Having no further business, Commissioner Hinton made a motion to adjourn the meeting. The motion was seconded by Commissioner Lockett. The meeting was adjourned at 2:23 PM.

Mark Miller, Chair

Ginger Maddox Lowrey, AICP, CFM, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, February 16, 2021

Re: Approve or Deny a petition filed by Adam Caracci, Representative, and Robert Daigrepont, Jr., Owner, to request a variance from Section 10, Table 10.6-2 "Additional Criteria" for Wall Signs, "For B-3- 3 per structure/unit" and instead allow for six (6) wall signs, for a variance of three (3) signs for proposed signage to be located at 3703 Hardy Street (Parcel 2-028L-07-162.00, PPIN 23222, Ward 1). The Board of Adjustment recommended to Deny on February 3, 2021.
File Number: 2021-100
Minute Book #

Summary

3703 Hardy Street – Sign Variance number – Ward 1

Recommendation Statement

Approve or Deny a petition filed by Adam Caracci to request a variance from Section 10, Table 10.6-2 "Additional Criteria" for Wall Signs, "For B-3- 3 per structure/unit" and instead allow for six (6) wall signs, for a variance of three (3) signs for proposed signage to be located at 3703 Hardy Street

Please place this on the February 16, 2021 City Council meeting for consideration.

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG BOARD OF ADJUSTMENT
February 3, 2021**

The Hattiesburg Board of Adjustment did meet in regular session on February 3, 2021 at 3:30 PM at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Shawn Harris, Chair, presided over the meeting. A quorum was indicated and the attendance was as follows:

Board Members Present: Bruce Betts, Vice-Chair
Victoria Bolls
Dick Conville (via GoToMeeting)
Bernard Green (via GoToMeeting)
Shawn Harris, Chair
Lucy Parkman
Stacy Ready (via GoToMeeting)
James Trussell (via GoToMeeting)
Kenneth Waites
Brandon E.J. Williams

Board Members Absent: James Hughes

Also Present: Andrew Ellard, Director (via GoToMeeting)
Ginger M. Lowrey, AICP, Planning Division Manager
Caroline Miles, Planner
Jim Gladden, Esq.

Shawn Harris, Chair, declared the meeting of the Hattiesburg Board of Adjustment open and in session at 3:36 PM.

AGENDA REVIEW

There came the matter of the February 2021 Agenda. A motion was made to approve the January 2021 Agenda by Bruce Betts and seconded by Dick Conville.

Board Members voting aye: Bruce Betts, Vice-Chair
Victoria Bolls
Dick Conville (via GoToMeeting)
Bernard Green (via GoToMeeting)
Shawn Harris, Chair
Lucy Parkman
Stacy Ready (via GoToMeeting)
James Trussell (via GoToMeeting)
Kenneth Waites
Brandon E.J. Williams

Board Members voting nay: None

MINUTES REVIEW

There came the matter of the January 6, 2021 minutes. A motion was made to approve the minutes by Bruce Betts and seconded by Victoria Bolls.

Board Members voting aye: Bruce Betts, Vice-Chair
Victoria Bolls
Dick Conville (via GoToMeeting)
Bernard Green (via GoToMeeting)
Shawn Harris, Chair
Lucy Parkman
Stacy Ready (via GoToMeeting)
James Trussell (via GoToMeeting)

Kenneth Waites
Brandon E.J. Williams

Board Members voting nay: None

REPORTS

PLANNING REPORT

Ginger Maddox Lowrey, AICP, Planning Division Manager, provided the Planning Report. On January 19, 2021 City Council approved a sign variance at 103 Medical Park (BOA approval upheld) and setback variance at 2931 Laramie Circle (BOA approval upheld).

CHAIR’S REPORT

Shawn Harris, Chair, provided the Chair’s Report. He introduced Brandon E.J. Williams, the newest appointment to the Board of Adjustment.

INTRODUCTIONS

Board members introduced themselves. Brandon E.J. Williams provided a brief introduction stating that he represents Ward 1 and works as an academic advisor at the University of Southern Mississippi.

PUBLIC HEARING – BOARD OF ADJUSTMENT

Shawn Harris, Chair, declared the Public Hearing for the Board of Adjustment open at 3:40 PM.

There came the matter of Item A (Wall Sign Number), Adam Caracci, Representative, and Robert Daigrepoint, Jr., Owner, as required in the Land Development Code, Ord. No. 3209, to request a variance from Section 10, Table 10.6-2 “Additional Criteria” for Wall Signs, “For B-3- 3 per structure/unit” and instead allow for six (6) wall signs, for a variance of three (3) signs for proposed signage to be located at 3703 Hardy Street (Parcel 2-028L-07-162.00, PPIN 23222, Ward 1).

	<u>Name</u>	<u>Address</u>	<u>City/State</u>
<u>Presented by:</u>	Adam Caracci	via GoToMeeting	Richardson, TX
<u>Proponents:</u>			
<u>Opponents:</u>			

Adam Caracci presented the application. He stated that the additional signage requested beyond what has currently been permitted is consistent with the typical Raising Cane’s prototype. He provided background for the images in signs and how they fit into Raising Cane’s unique history as a business. He stated he did not believe that the proposed banners of the Raising Cane’s dog should constitute signage because it lacked text. Staff clarified that images associated with branding have consistently been regulated as signs as defined in Section 13 of the LDC. Mr. Caracci further stated that the suggestion by Staff to relocate the banners to windows would not be appropriate as it would impede employees’ views of the parking lot. He further stated that the additional proposed signs are proportionate to the rest of the building. He stated that Staff’s suggestion to cluster wall signage was not optional due to building design.

Shawn Harris declared the Public Hearing closed and the Business Meeting open to vote on Item A. Shawn Harris thanked Mr. Caracci for Raising Cane’s continued investment in the Hattiesburg community. He stated that Raising Cane’s is just one Hattiesburg business, and the

Board had to be mindful of what they approve because it would open Pandora's Box to other companies that lack Raising Cane's integrity to request signage variances after the precedent is set. He stated that he reviewed signage on Hardy Street, and none of the restaurants were having difficulty meeting the Land Development Code's sign number regulations. Furthermore, Shawn Harris stated that many of the other businesses utilized window signage, and he was familiar with the differing transparencies of window signage so Raising Cane's may need to reconsider that option. He stated he could not see a hardship in Raising Cane's instance. Victoria Bolls stated that she agreed with Shawn Harris; she stated that she could not find any criteria in the bases for approval of a variance that the applicant was meeting. She stated that while the proposed signs look attractive, there is no hardship if Raising Cane's could not have the additional signage. She stated that the Raising Cane's can easily be located without the additional signage, and she agrees that there is no hardship. Lucy Parkman stated that she agrees there is no hardship and stated that there is nothing stopping the applicant from utilizing the proposed sign images inside for dine-in customers to enjoy. She stated that it was asking a great deal of the City to allow a variance of this degree. Dick Conville stated that he wanted to remind everyone that the Board of Adjustment is a quasi-legislative entity and must follow the City's Land Development Code, which does not provide for six signs. He stated that approval of this variance would confer a special exception that was not made for surrounding businesses, including Qdoba and the Cookout. James Trussell stated that he agreed with Dick Conville and stated that the already approved signage on the site was ample. Dick Conville made a motion to deny the petition on the following bases: Hardship: the hardship is not unique to the property and there are no exceptional conditions creating undue hardship applicable to only the property involved or the intended use; Special Privilege: A variance would confer a special privilege that is denied to other lands or structures in the same zoning district; Literal Interpretation: the literal interpretation of the provisions of the regulations would not deprive the applicant of rights commonly enjoyed by other properties in the same zoning district; Reasonable Use, the applicant can make reasonable use of the property without the requested variance. James Trussell seconded the motion.

Board Members voting aye: Bruce Betts, Vice-Chair
 Victoria Bolls
 Dick Conville (via GoToMeeting)
 Bernard Green (via GoToMeeting)
 Shawn Harris, Chair
 Lucy Parkman
 James Trussell (via GoToMeeting)
 Kenneth Waites

Board Members voting nay: None

Board Members abstaining: Stacy Ready (via GoToMeeting)
 Brandon E.J. Williams

Stacy Ready, attending remotely, abstained from the vote due to an outside interruption that briefly pulled her away from the meeting during the presentation of the Item.

BUSINESS MEETING

There being no further business, James Trussell made a motion to adjourn the meeting. The motion was seconded by Victoria Bolls. The meeting was adjourned at 4:28 PM.

Shawn Harris, Chair

Ginger Maddox Lowrey, AICP, CFM, Planning Division Manager

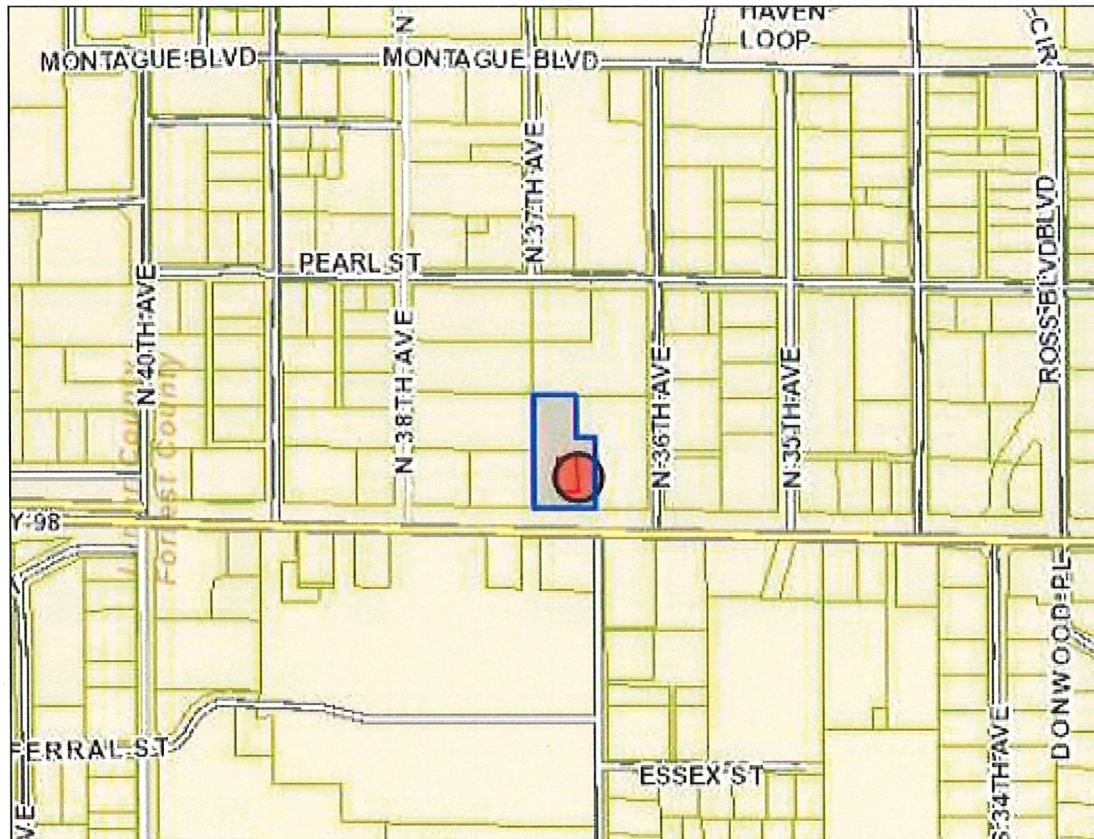
SUBJECT PARCEL: 3703 Hardy Street

Adam Caracci, Representative, and Robert Daigrepont, Jr., Owner

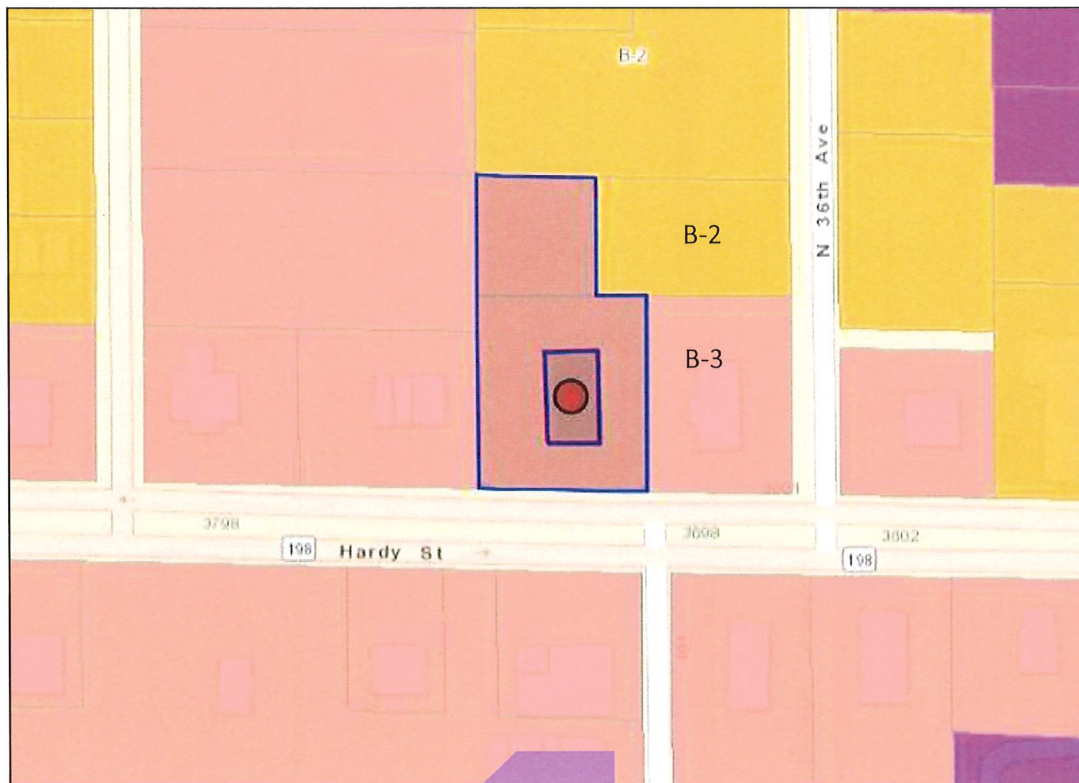
The petitioner requests to vary from Section 10, Table 10.6-2 "Additional Criteria" for Wall Signs, "For B-3- 3 per structure/unit" and instead allow for six (6) wall signs, for a variance of three (3) signs for proposed signage to be located at 3703 Hardy Street (Parcel 2-028L-07-162.00, PPIN 23222, Ward 1).



Vicinity Map—Ward 1



Zoning—B-3



Site Aerial



SURROUNDING AREA

Northern Direction: B-2
(Neighborhood Business) District/
Tennis Courts



Southern Direction: B-3 (Community
Business) District/ Medical Clinic



Eastern Direction: B-3 (Community
Business) District/ Restaurant



Western Direction: B-3
(Community Business) District/
Restaurants



**Board of Adjustment
Case Fact Sheet**

Names of Petitioners: Adam Caracci, Representative and Robert Daigrepoint, Jr., Owner

Address of Property: 3703 Hardy Street
Tax Parcel: 2-028L-07-162.00
PPIN: 23222
Ward: 1

Request: Wall sign number variance

Purpose of Request: To consider an application to vary from Section 10, Table 10.6-2 "Additional Criteria" for Wall Signs, "For B-3- 3 per structure/unit" and instead allow for six (6) wall signs, for a variance of three (3) signs for proposed signage to be located at 3703 Hardy Street (Parcel 2-028L-07-162.00, PPIN 23222, Ward 1).

Applicant Summary: See Attached Variance Information sheet.

Applicable Regulations:

Table 10.6 - 2 Dimensional Requirements By Sign Type					
Sign Type	Sign Height/Width (max)	Sign Message Area (max) (sq. ft.)	Setback (min.)		Additional Criteria
			Front	Side	
On Premises Signs Building					
Wall Sign	Wall signs shall not extend above roof line	For B-1 , All R zones– 1 square foot sign area/1' front façade width up to 50 square feet	n/a	n/a	2 per structure/unit
		For B-2 – 1 square foot sign area/1' front façade width up to 100 square feet	n/a	n/a	3 per structure/unit
		For B-3, B-5, I-1, I-2 – maximum of 15% of the single wall, 350 square feet max, or for structural canopy 10% per side	n/a	n/a	3 per structure/unit
		For B-4 - 1' sign area/1' front façade width up to 150'			

Section 13- Definitions

Sign: Any device, fixture, placard, or structure that uses any color, form, graphic, illumination, symbol, or writing to advertise, announce the purpose of, or identify the purpose of a person or entity, or to communicate information of any kind to the public.

Present Zoning: B-3 (Community Business) District

Present Use: Restaurant

**Surrounding Zoning
and Land Use:**

North: B-2 (Neighborhood Business) District/ Tennis Courts
South: B-3 (Community Business) District/ Medical Clinic
East: B-3 (Community Business) District/ Restaurant
West: B-3(Community Business) District/ Restaurants

Future Land Use: Community Business A

Most Nearly

Bounded By (streets):

The parcel is accessible by Hardy Street to the south. It is bounded by Hardy Street to the south, Pearl Street to the north, North 36th Avenue to the east, and North 38th Avenue to the west.

Letters or

Concerns stated:

The Planning Division Office has not received any letters or other written communications relative to this case as of January 22, 2021. The applicant has provided letters of no objection from the property owners to the north and west.

History / Background:

The petitioners met with staff to discuss proposed wall signage to be installed at the new Raising Cane's restaurant currently under construction on Hardy Street. The property was approved for a zoning change from B-2 to B-3 in March 2020.

Per the Land Development Code, Section 10, Table 10.6-2, wall signs are limited to three signs per structure. The petitioners are proposing six (6) wall signs.

The petitioners chose to proceed with permitting three wall signs allowed by right and a free standing sign. They chose to permit one sign on the south, east, and west elevation, indicated as signs "A" on the enclosed sign package.

Per the provided sign package, this variance is for the installation of signs labeled "E" & "D". Signs "B", "C", "F", & "G" are not regulated under the Sign permit. Sign "H" is a free standing sign that has been permitted with "A". The "One Tower", discussed below, will not be regulated under the sign code.

Two of the wall signs (Signs "E" in the sign on the southern and

western elevations) contained in the requested variance package do not contain text but are still regulated as signage. They contain the image of "Raising Cane," the dog for whom the restaurant is named and is integral to the restaurant's brand advertisement. There is also a proposed sign on the western elevation (Sign "D") containing various images—a dog, a sockeye salmon, a hardhat, and a disco ball—which are also part of Raising Cane's brand advertisement. Reviewing these textless signs as signage under the LDC's definition of "Sign" is consistent with how similar signs have been regulated in Hattiesburg. Staff suggested alternative solutions such as incorporating window signage or clustering signage. Clustering signage would allow for more than one sign to be calculated as a single sign by boxing the entire area at once. The applicant did not incorporate these alternative suggestions in to their sign package.

The painted sign on the front of the existing Raising Cane's, 3509 Hardy St., (referenced as a "mural" in the Applicant's variance information sheets), was never approved by Planning staff. The signage at the existing Raising Cane's location was installed prior to obtaining a permit. Under the previous Land Development Code, Ord. No. 2330, staff was only able to approve two wall signs for the location. The sign permit for the painted wall signs on the southern and western elevations was denied. The business owner informed staff that he would apply for a variance for the signage. Current Planning staff can find no record of a variance application or variance approval for the site.

The proposed building will also feature a large, stylized "1" on the front of the structure. Referred to as the "OT" (One Tower) in the renderings, it is present in many Raising Cane's buildings and is complementary to their "One Love" branding. Staff informed the applicant that if the One Tower was to be composed of a material that was meant for the One Tower to stand out from the rest of the structure with the intention of being noticed, then staff would have to regulate it as signage. The applicant has proposed to instead color the One Tower a neutral color that is present on other portions of the building. Thus, the city will not regulate this element under the sign ordinance.

There is no sign variance history for the adjacent properties. Most recently, Cookout was permitted for three wall signs in 2016.

Basis for Approval (12.4.1.1):

I. Hardship.

- The hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant.
- There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land

areas or uses within the same zoning district.

II. Special Privilege. A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.

III. Literal Interpretation. The literal interpretation of the provisions of the regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

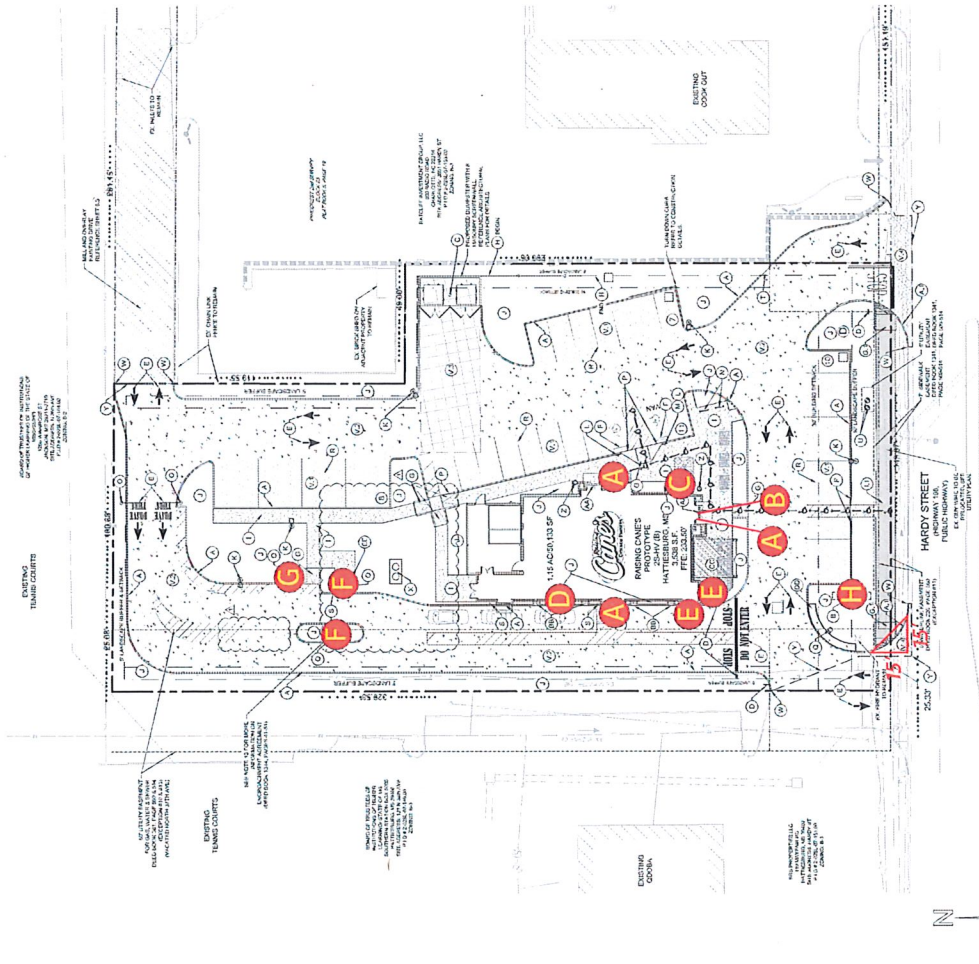
IV. Reasonable Use. The applicant cannot make reasonable use of the property without the requested variance.

V. Minimum Required. The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

VI. Conformance with the Purposes of this Code. The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

QTY.	CODE	DESCRIPTION
3	WS-8FT	4x8 Wall Sign
1	ONS	Open Sign
1	CFS	Chicken Fingers Neon Sign
1	OLH	One Love Heart
2	RD-1	Red Dog
2	DTMB	DT Menuboard & Awning
1	DTPS	Pre Sell Board
1	PYLON	8x16 Pylon @ 35' OAH

	YES	NO
No LL or development criteria as of 8/23/19 Pylon must be setback 15'x15' from drive entrance if between 2.5'-10' height	☒	☐
Pole allowed with 350' of lot frontage MTE 3 wall signs, includes canopy, mural, and any trademark artwork, signage will require variance	☒	☒
One love heart, cove lighting, and blue dog are subject to review	☐	☒
EMC requires conditional use permit. City requires box around entire head and EMC (removed proposed EMC)	☒	☐



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AGI Rep: G.W.

AGI PM: Kayla Urquhart

Drawn by: M. Folden

Location: Hattiesburg, MS

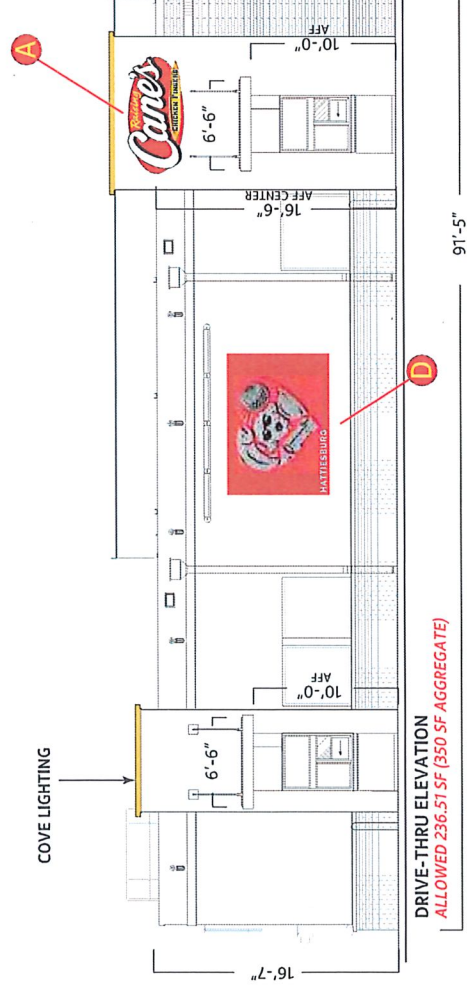
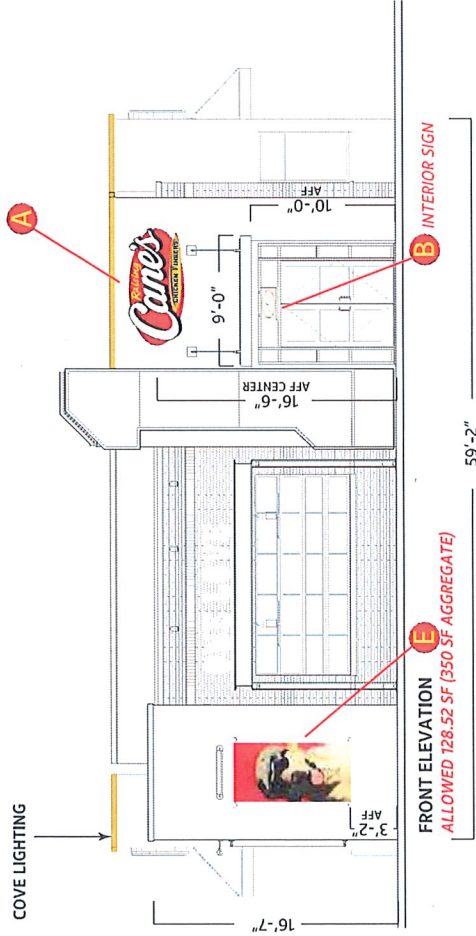
Site ID: RC0521

Date: 08/27/2019



ELEVATIONS

QTY.	CODE	DESCRIPTION
3	WS-8FT	4x8 Wall Sign
1	ONS	Open Sign
1	CFNS	Chicken Fingers Neon Sign
1	OLH	One Love Heart
2	RD-1	Red Dog
2	DTMB	DT Menuboard & Awning
1	DTPS	Pre-Sell Board
1	PYLON	8x16 Pylon @ 35' OAH



Scale: 3/32"=1'

PAGE 6



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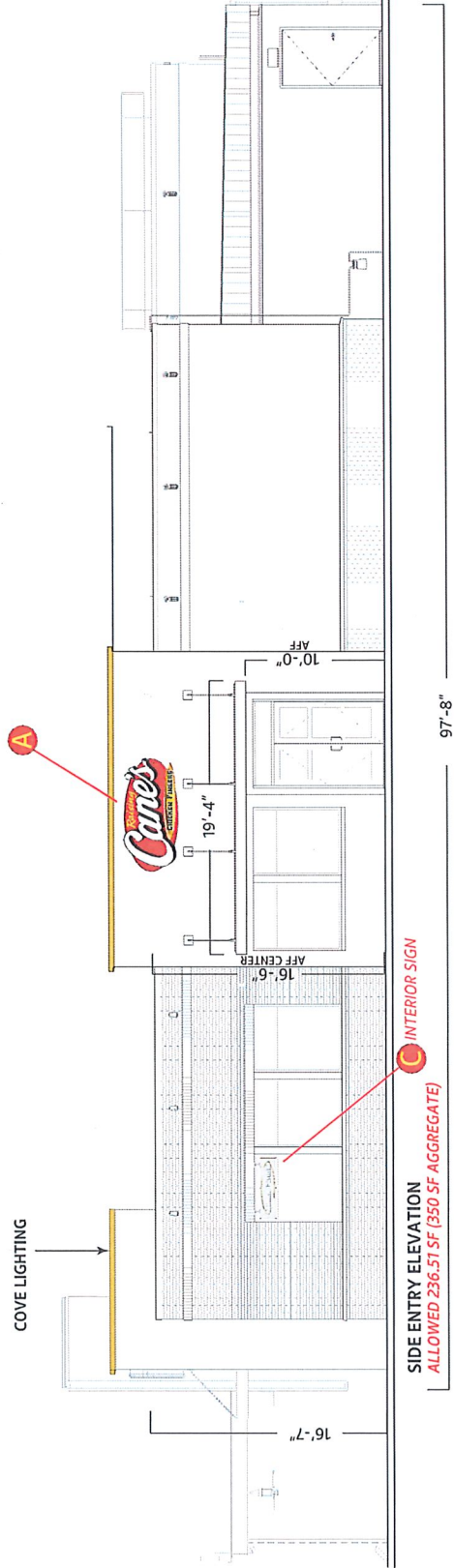
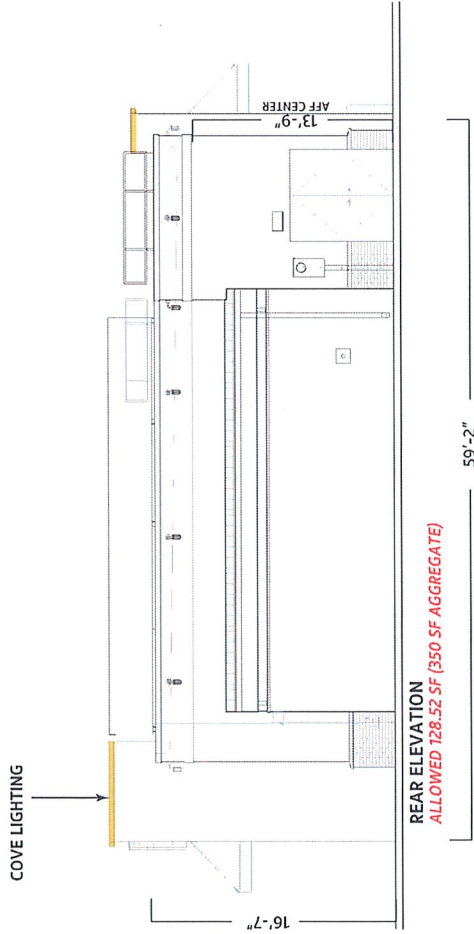
Location:	Hattiesburg, MS	AGI Rep:	G. W.
Site ID:	RC0521	AGI PM:	Kayla Urquhart
Date:	08/27/2019	Drawn by:	M. Folden



15

ELEVATIONS

QTY.	CODE	DESCRIPTION
3	WS-8FT	4x8 Wall Sign
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1	PYLON	8x16 Pylon @ 35' OAH



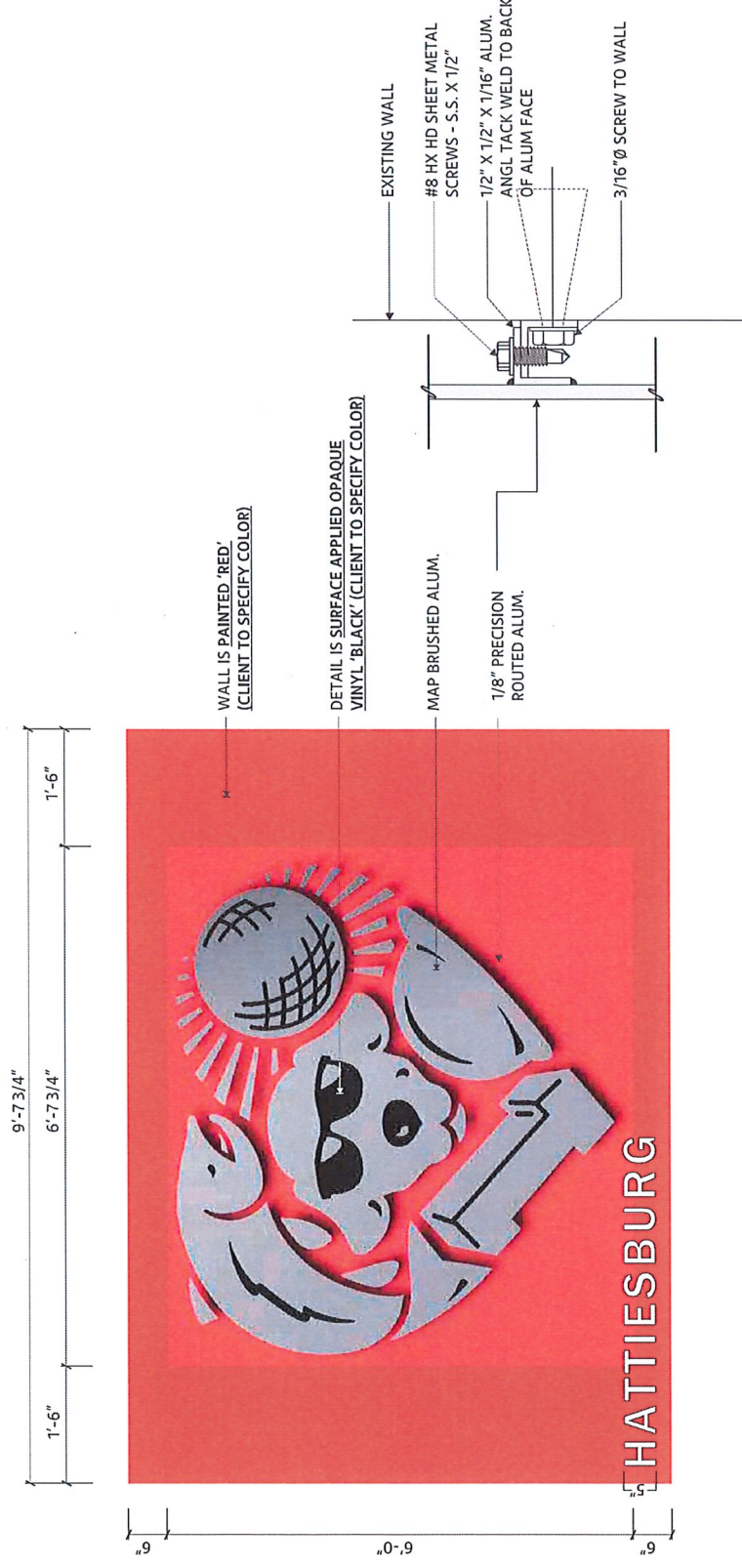
Scale: 3/32" = 1'

	Location: Hattiesburg, MS	AGI Rep: G.W.		This document is the sole property of AGI and all design, manufacturing, reproduction, use and sale rights regarding the same are expressly forbidden. It is submitted under a confidential relationship, for a specific purpose only. It is not to be used for any other purpose without the express written consent of AGI. This document assumes custody and agrees that this document will not be copied or reproduced in whole or in part, nor its contents revealed in any manner or form without the express written consent of AGI. If it was tendered, nor any special features peculiar to this design be incorporated in other projects.
	Site ID: RC0521	AGI PM: Kayla Urquhart		
	Date: 08/27/2019	Drawn by: M. Folden		



CUTSHEET

One Love Heart

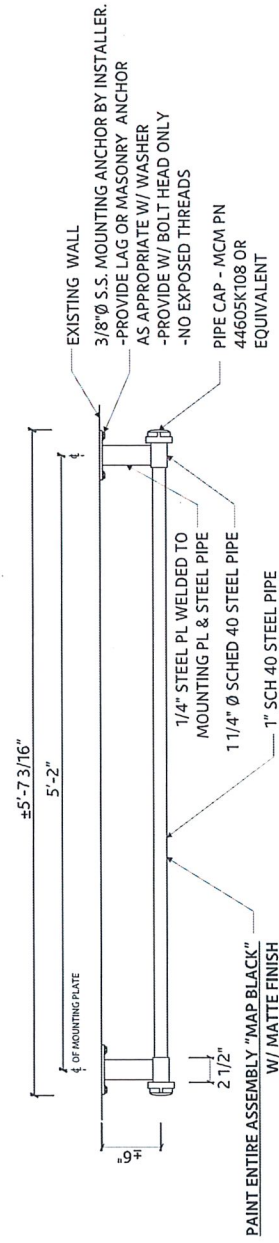
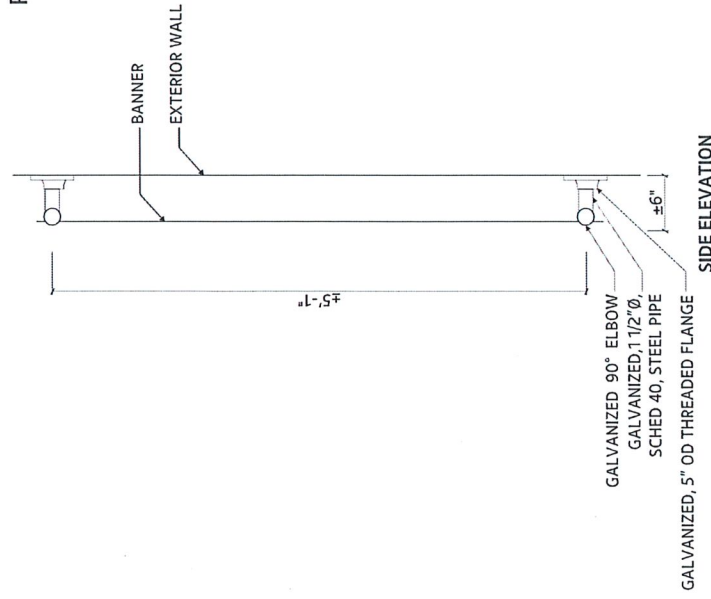
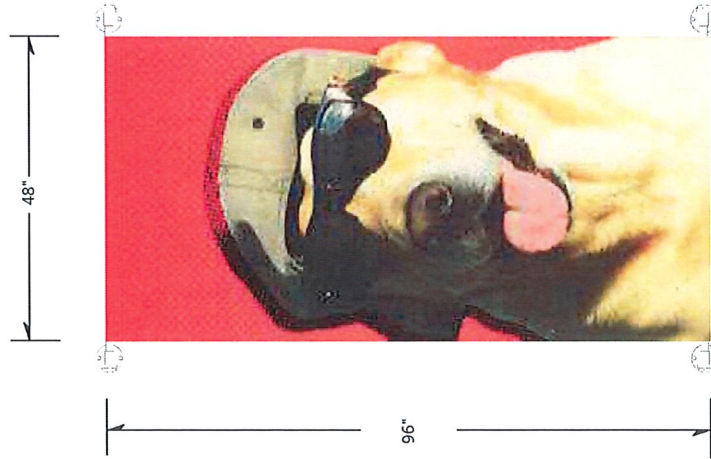


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Location: Hattiesburg, MS	AGI Rep: G.W.
Site ID: RC0521	AGI PM: Kayla Urquhart
Date: 08/27/2019	Drawn by: M. Folden



CUTSHEET
Red Dog



PLAN VIEW

Location:	Hattiesburg, MS	AGI Rep:	G.W.
Site ID:	RC0521	AGI PM:	Kayla Urquhart
Date:	08/27/2019	Drawn by:	M. Folden

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Variance Information

The Board of Adjustment has the responsibility to hear and make recommendation on requests for variances to the requirements of this Code (per Section 11.4.). Section 12.4.1 Variances are departures from the standards of the Land Development Code, except land use, which will not be contrary to the public interest and where, owing to conditions peculiar to the property and not as a result of the action of the applicant, a literal enforcement of this Code would result in unnecessary and undue hardship.

The following conditions must be met before a variance can be recommended. Not all criteria must be met. However, a strong application will meet multiple criteria.

Approval Criteria.

A variance is not a right, but a privilege that property owners meeting the following criteria may request. These criteria are to be used to consider all variance requests. It shall be the burden of the applicant to prove that the request meets these criteria. Use this worksheet or format your own to demonstrate the following criteria.

1. **Hardship.** (a) The hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant. (b) There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.

Raising Cane's is requesting a variance for three additional "signs" as identified by staff.

Total the site is allowed an aggregate of 350 SF, but only a total of three (3) signs. This means three (3) 116.67 SF signs could by right be applied to the building facade. We are requesting a total of 223.92 SF of signage across six (6) smaller, more appropriately scaled signs, banners, and a mural. Additionally, Raising Cane's feels our mural D & banners E, do not constitute signage as they do not include text, other than the name of the City on sign D. Most signs that require variances feature text on them.

2. **Special Privilege.** A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.

Banners and murals without text are usually not regulated as signage in most jurisdictions, thus this seems like an extreme situation that would not apply to other businesses, as signage typically features text of some sort.

3. **Literal Interpretation.** The literal interpretation of the provisions of the regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

This new Raising Cane's restaurant represents a \$4,000,000 investment in Hattiesburg. Limiting our artwork on the building is handicapping this new investment in the community.

Variance Information

4. **Reasonable Use.** The applicant cannot make reasonable use of the property without the requested variance.

The existing Raising Cane's already features a mural that this restaurant will not have if the variance is denied. Again, this building is supposed to replace an outdated, smaller restaurant to help alleviate traffic, congestion along Hardy Street, and provide more parking onsite.

5. **Minimum Required.** The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

As we do not consider the banners and artwork signage, we feel granting this variance will allow us to make the greatest impact on the community by giving Hattiesburg the latest and greatest Raising Cane's restaurant.

6. **Conformance with the Purpose of this Code.** The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

Banner E features our mascot, Raising Cane, without text. This is no different than a school placing its mascot on its buildings or the City using its own emblem on public buildings, which are generally not regulated. Mural D is a 3D sculptural art form that speaks to the history of Cane's, much as a City seal or crest, and only features the City name for purposes of identifying the restaurant as "Hattiesburg's Canes."

12.4.1.2 Conditions of Approval. In recommending the granting of a variance, the Board of Adjustment may require appropriate conditions and safeguards in conformity with this Code. Violation of such conditions and safeguards, when made a part of the terms under which a variance is granted, shall be deemed a violation of this Code. The recommendation of the Board of Adjustment shall be presented to the City Council for final action.

Miles, Caroline

From: Christopher Crenshaw <Christopher.Crenshaw@usm.edu>
Sent: Tuesday, January 19, 2021 3:13 PM
To: Adam Caracci
Cc: Miles, Caroline; Lowrey, Ginger
Subject: Re: University of Southern Mississippi / Raising Cane's - 3703 Hardy Street, Hattiesburg

Adam,
I have no concerns with this variance. What do you need from me to assist you?

Thanks
Chris

Dr. Chris Crenshaw
Sr. Associate Vice President for Facilities Planning and Management
Chief Facilities Officer

The University of Southern Mississippi
118 College Dr. #5058 | Hattiesburg, MS 39406-0001
P: 601.266.4414 | F: 601.266.4444

Visit us online at:
www.usm.edu/physicalplant
Like us on Facebook @ [USM Physical Plant](#)
Follow us on Twitter @[USMPhysPlant](#)

From: Adam Caracci <ACaracci@raisingcanes.com>
Date: Tuesday, January 19, 2021 at 11:07 AM
To: Christopher Crenshaw <Christopher.Crenshaw@usm.edu>
Cc: "Miles, Caroline" <cmiles@hattiesburgms.com>, "Lowrey, Ginger" <glowrey@hattiesburgms.com>
Subject: RE: University of Southern Mississippi / Raising Cane's - 3703 Hardy Street, Hattiesburg

Chris,

I understand what you're asking for now.

We require a variance from the Land Development Code Section 10, Table 10-6.2 "Additional Criteria" for Wall Signs. We are allowed three wall signs total, up to 350 SF. Because the mural and banners are considered signage by the City, we are requesting a variance to have six (6) wall signs, for a total of 223.77 SF.

Therefore, the variance is for number of wall signs when you consider quantity. When you consider the total area, we are within the allowed area by right.

Thanks,

Adam Caracci | Property Development Manager, Fry Cook & Cashier | Raising Cane's Chicken Fingers
P: 972-769-3206 | C: 770-549-1850 | 6800 Bishop Road | Plano, TX 75024-4274
acaracci@raisingcanes.com | www.raisingcanes.com

Miles, Caroline

From: Travis Bolster <travisbolster@gmail.com>
Sent: Tuesday, December 29, 2020 12:36 PM
To: Miles, Caroline
Subject: Raising Canes Sign Variance

Hi Caroline- My name is Travis Bolster, and I own the property at 3705 Hardy St, west of the Raising Canes property. Adam Caracci with Raising Canes, contacted me regarding a sign variance application he will be submitting. He has shared the proposed signage with me, and I have no objections to the additional signage facing my property. Please let me know if you have any questions.

Sincerely,

Travis Bolster
Managing Member
BRS Properties LLC



Our concept is simple and unique... we only have ONE LOVE – quality chicken finger meals!

What We Do—The Perfect Box, Fast, Friendly, Clean & Have Fun!



Community Involvement



EDUCATION



FEEDING THE HUNGRY



PET WELFARE



ACTIVE LIFESTYLES



**BUSINESS DEVELOPMENT
& ENTREPRENEURSHIP**



EVERYTHING ELSE!



Raising Cane's & Hattiesburg History

- Raising Cane's opened its existing restaurant in 2006
- It was our 44th restaurant
- We have since grown to 545 locations throughout the US and developed a prototypical design
- Raising Cane's is making a \$4,000,000 investment in Hattiesburg to replace an outdated restaurant with the latest in drive thru efficiencies, modern design, and additional crew



Efforts To Date

- Raising Cane's has eliminated 4 "signs" from it's prototype at this location, a electronic message center on the pole sign, roof channel letters, a wall sign on the north façade, and most critically, the red "One Tower" material
- The mural and banners cannot be view thru in the windows as staff suggested for safety reasons
- Maintaining visibility of the parking lot is also essential to our business operation in order to move cars through the drive thru efficiently
- Text has been eliminated from our banners and mural to meet the spirit of the sign ordinance language



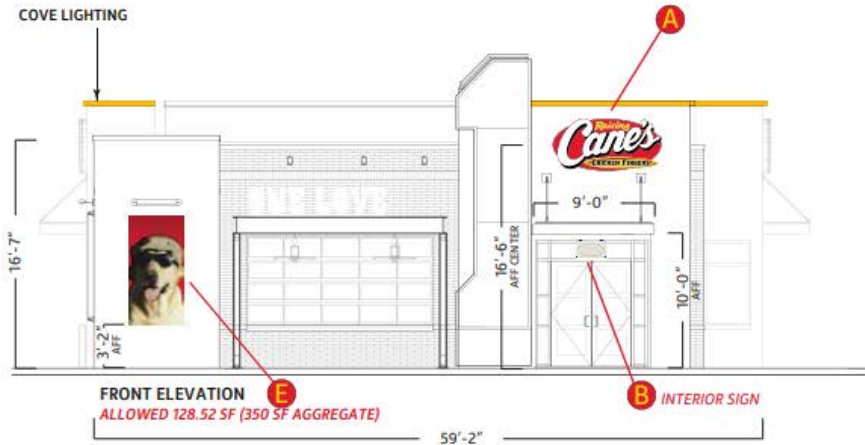
Sign Ordinance Breakdown

- Code allows 15% wall signs per façade up to max of 350 SF
- Code only allows 3 wall signs total
- By right, Raising Cane's could be permitted the 350 SF due to our wall surface area, meaning we could install 3 116.67 SF signs, which would be disproportionate
- Raising Cane's is requesting a total of 6 “signs” for a total of 224 SF, which is 126 SF less than permitted by right and more appropriately scaled for this building size

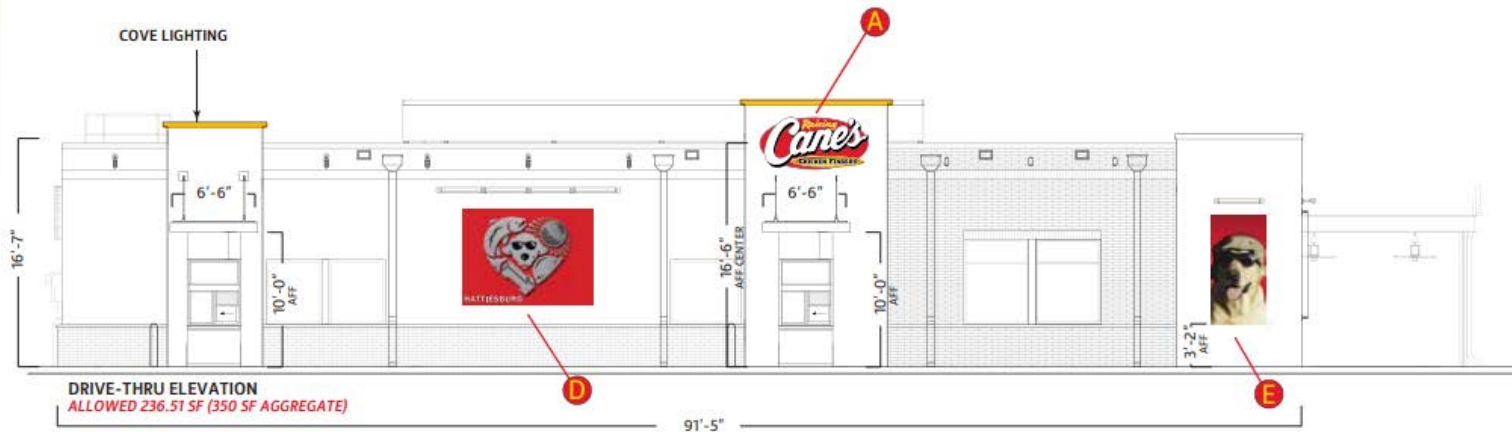


Proposed South & West Facades

ELEVATIONS

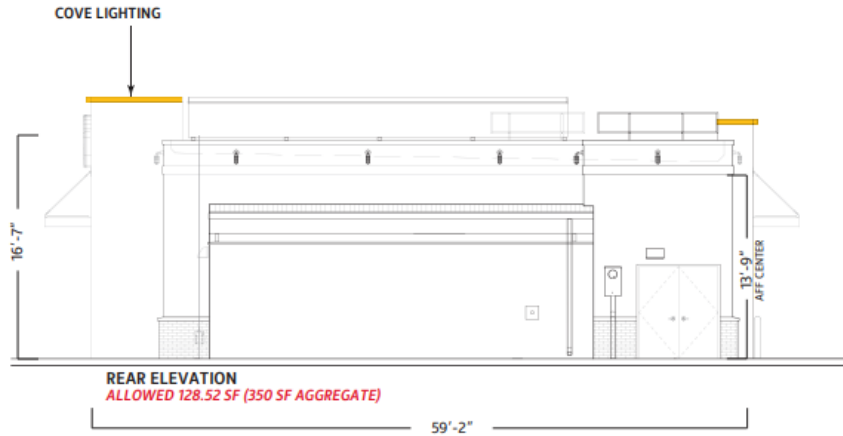


QTY.	CODE	DESCRIPTION
3	WS-8FT	4x8 Wall Sign
1	ONS	Open Sign
1	CFNS	Chicken Fingers Neon Sign
1	OLH	One Love Heart
2	RD-1	Red Dog
2	DTMB	DT Menuboard & Awning
1	DTP5	Pre Sell Board
1	PYLON	8x16 Pylon @ 35' OAH

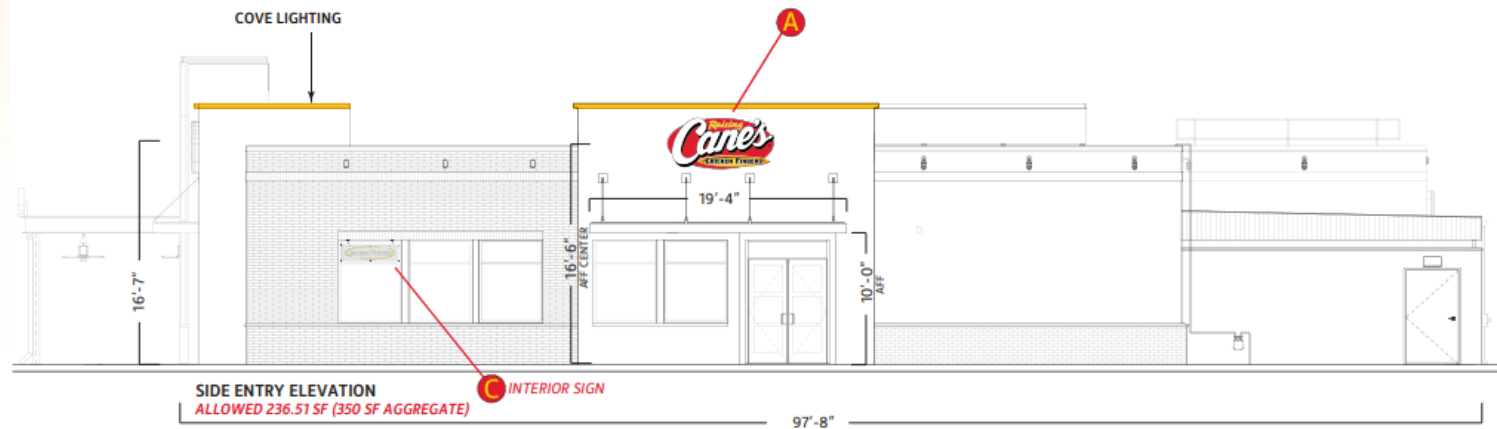


Proposed North & East Facades

ELEVATIONS



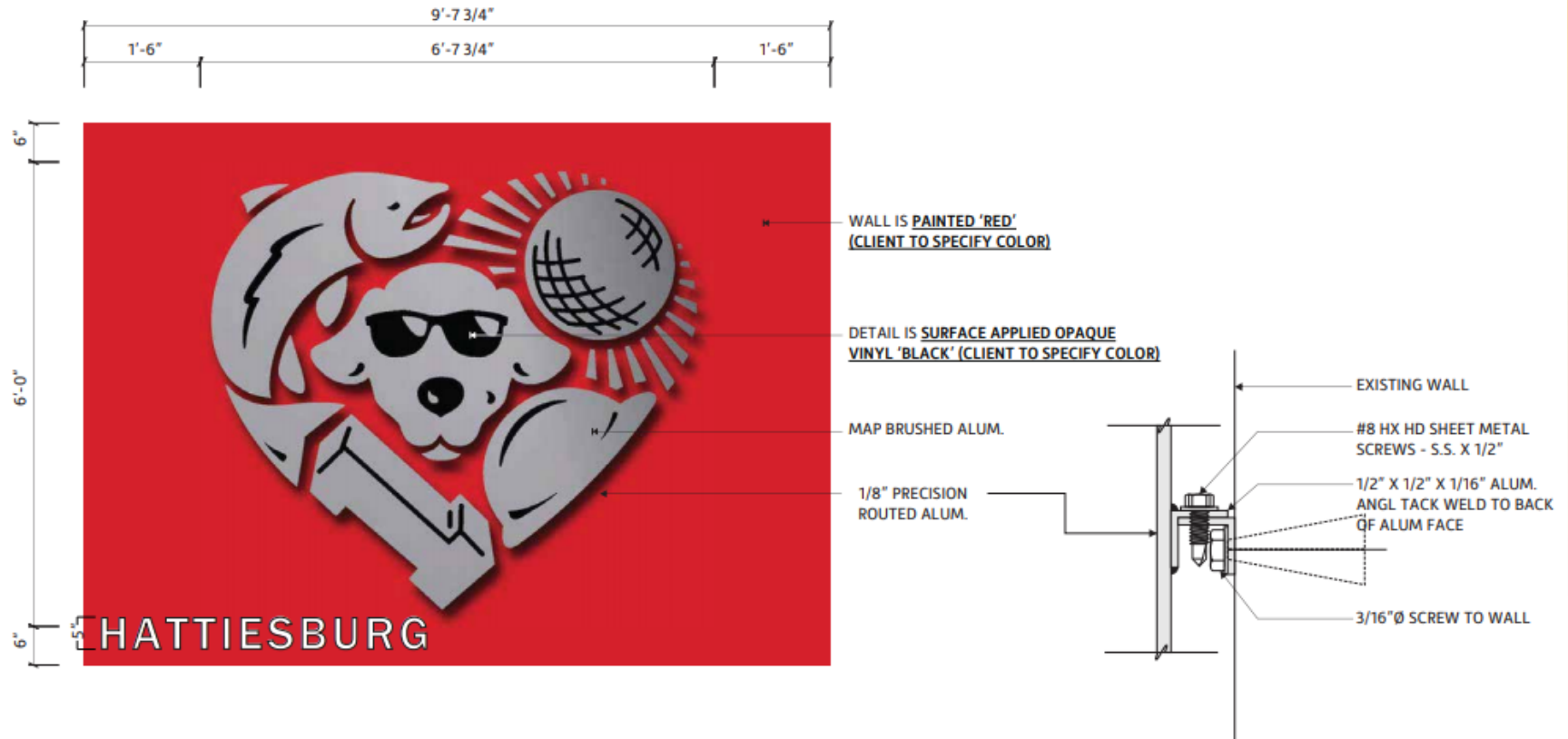
	QTY.	CODE	DESCRIPTION
A	3	WS-8FT	4x8 Wall Sign
B	1	ONS	Open Sign
C	1	CFNS	Chicken Fingers Neon Sign
D	1	OLH	One Love Heart
E	2	RD-1	Red Dog
F	2	DTMB	DT Menuboard & Awning
G	1	DTPS	Pre Sell Board
H	1	PYLON	8x16 Pylon @ 35' OAH



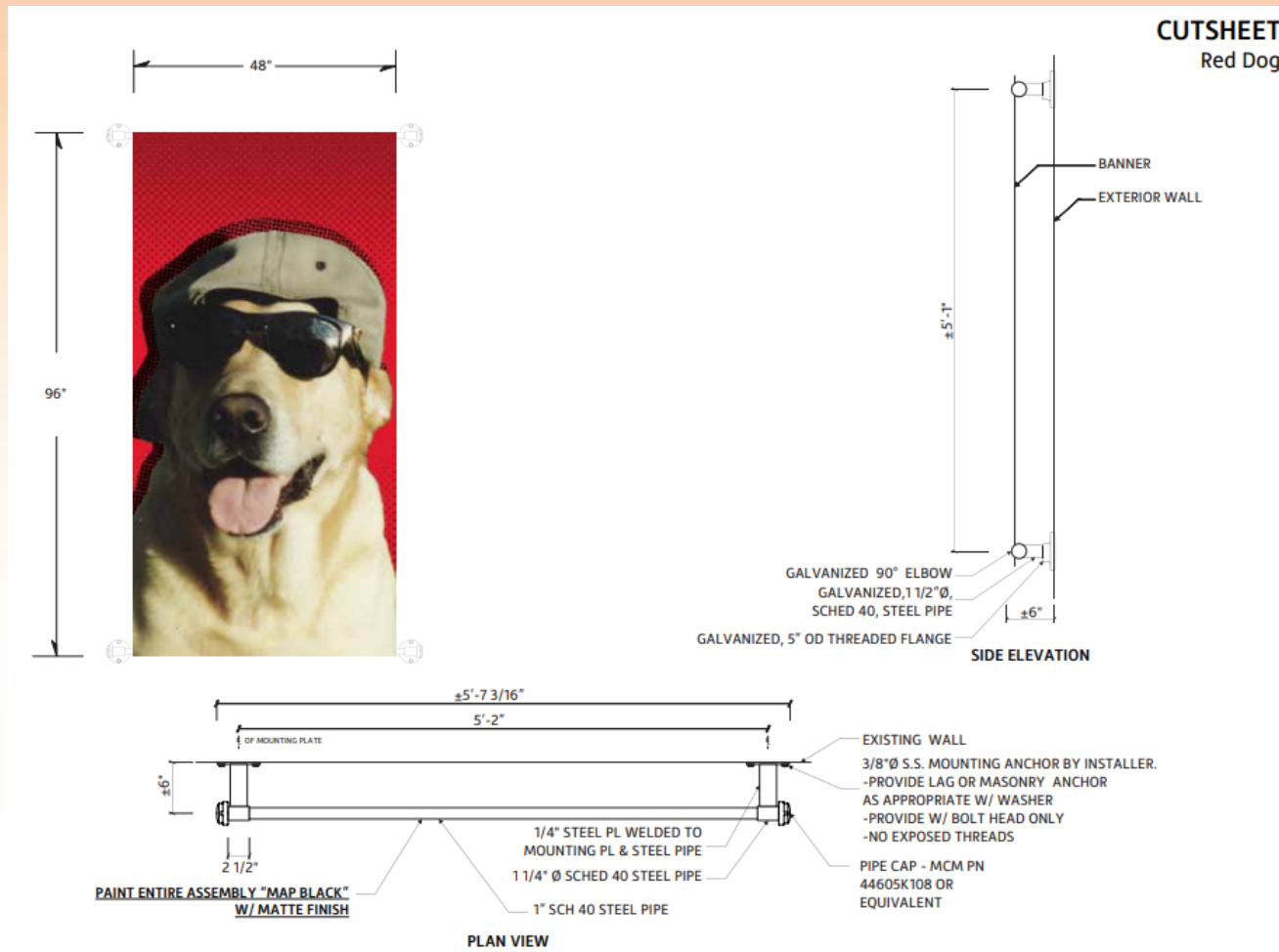
Scale: 3/32"=1'



Requested Mural



Requested Banners





Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, February 16, 2021

Re: Adopt a Resolution authorizing and directing the issuance of taxable combined Water and Sewer system revenue refunding bonds, series 2021 of the City of Hattiesburg, Mississippi (The "City") (The "Bonds"); and for related purposes.
File Number: 2021-109
Minute Book #

Summary

Adopt a Resolution authorizing and directing the issuance of taxable combined Water and Sewer system revenue refunding bonds, series 2021 of the City of Hattiesburg, Mississippi (The "City") (The "Bonds"); and for related purposes.

Recommendation Statement

Please place this on the February 16, 2021 City Council meeting for consideration.

The Mayor and City Council of the City of Hattiesburg, Mississippi (the "**City**"), took up for consideration the matter of adopting this bond resolution in connection with the issuance of Taxable Combined Water and Sewer System Revenue Refunding Bonds, Series 2021, of the City.

RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF TAXABLE COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, SERIES 2021 OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") (THE "BONDS"); AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and City Council of the City of Hattiesburg, Mississippi, acting for and on behalf of said City of Hattiesburg, Mississippi, hereby finds, determines, adjudicates and declares as follows:

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

"**Act**" shall mean Sections 31-27-1 et seq., of the Mississippi Code of 1972, as amended and/or supplemented from time to time.

"**Additional Bonds**" shall mean additional bonds issued hereafter on parity with the Non-refunded Bonds and the Bonds and secured by Net Revenues of the System.

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

"**Agent**" shall mean any Paying Agent or Transfer Agent, whether serving in either or both capacities, and herein designated by the Governing Body.

"**Authorized Officer**" means the Mayor of the City, the President of the Governing Body, the Clerk of the City 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 public body corporate and politic of the State of Mississippi, exercising essential public functions and organized under the provisions of the Sections 31-25-1 et seq., Mississippi Code of 1972, as amended and/or supplemented from time to time.

"**Bond**" or "**Bonds**" shall mean the not to exceed \$38,600,000 Taxable Combined Water and Sewer System Revenue Refunding Bonds, Series 2021 of the City authorized and directed to be issued in this Bond Resolution.

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

"Bond Insurance Policy" means the Municipal Bond Insurance Policy issued by the Bond Insurer that guarantees the scheduled payment of principal and interest on the Bonds when due.

"Bond Insurer" or **"Insurer"** means Build America Mutual Assurance Company or any successor thereto.

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

"Bond Year" shall mean the period commencing on the date of the delivery of the Bonds through December 1, 2021 and each twelve (12) month period thereafter from each December 2 to and including December 1 of the following year, beginning with the period ending December 1, 2021 and until final maturity of the Bonds.

"Bondholder" or **"Bondholders"** or **"Holder"** or **"Holders"** or any similar term shall mean the registered owner of any Bond.

"Callable Bonds" shall mean together, the Callable 2012 Bank Bonds, the Callable 2013 Bank Bonds and the Callable 2016 Bank Bonds.

"Callable 2012 Bank Bonds" shall mean the 2012 Bank Bonds which mature on March 1 in the years 2025 through 2032, both inclusive, or as otherwise provided in the Placement Agreement.

"Callable 2013 Bank Bonds" shall mean the 2013 Bank Bonds which mature on December 1 in the years 2028 through 2038, both inclusive, or as otherwise provided in the Placement Agreement.

"Callable 2016 Bank Bonds" shall mean the 2016 Bank Bonds which mature on August 18 in the years 2024 through 2026, both inclusive, or as otherwise provided in the Placement Agreement.

"City" shall mean the City of Hattiesburg, Mississippi.

"City Counsel" shall mean Moran M. Pope III, Hattiesburg, Mississippi, as counsel to the City.

"Clerk" shall mean the City Clerk of the City.

"Code" shall mean the Internal Revenue Code of 1986, as amended, supplemented or superseded.

"County" shall mean Forrest County, Mississippi.

"Current Expenses" shall mean the reasonable and necessary current expenses of maintenance, repair and operation of the System and shall include, without limiting the generality of the foregoing, expenses not annually recurring, premiums for insurance, administrative and engineering expenses relating to maintenance, repair and operation, fees and

expenses of the Paying Agent, legal expenses, taxes lawfully imposed on the System, reasonable payments to pension or retirement funds for employees of the System, and any other expense of the System required or permitted to be paid by the City under the provisions of the Bond Resolution or by law, but shall not include any allowance for depreciation or deposits or transfers to the credit of 2012 Debt Service Fund, the 2013 Debt Service Fund, the 2016 Debt Service Fund, the 2021 Debt Service Fund, the 2012 Debt Service Reserve Fund, the 2013 Debt Service Reserve Fund or the Debt Service Reserve Fund.

"Debt Service Reserve Fund" shall mean the debt service reserve fund provided for in the Bond Resolution securing the Bonds.

"Debt Service Reserve Requirement" means the lesser of the following: (i) the maximum amount of principal and interest becoming due in the current or any future bond year (meaning each one year period beginning on December 2 of one year and ending on December 1 of the following year, or such shorter period from the date of issuance of the Bonds to December 1, 2021), on all Bonds then outstanding; (ii) 125% of average annual debt service on the Bonds; or (iii) ten percent (10%) of the stated principal amount of such issue of Bonds, or if such issue of Bonds has more than a de minimis amount (as defined in Section 1.148-1(b) of the Treasury Regulations) of original issue discount or premium, ten percent (10%) of the issue price (as defined in Section 1.148-1(b) of the Treasury Regulations) of such issue of Bonds), which Debt Service Reserve Requirement may be funded with cash or a Reserve Fund Credit Facility. The initial deposit into the Debt Service Reserve Fund may be funded with a Surety Bond.

"Escrow Agent" shall mean Hancock Whitney Bank, Jackson, Mississippi.

"Escrow Agreement" shall mean that Escrow Deposit Trust Agreement, dated the date of delivery of the Bonds, by and between the Bank and the Escrow Agent, as acknowledged and approved by the City, providing for the refunding of the Refunded 2012 Bank Bonds and the Refunded 2013 Bank Bonds.

"Escrow Fund" shall mean together, the Escrow 2012 Fund and the Escrow 2013 Fund.

"Escrow 2012 Fund" shall mean the Mississippi Development Bank Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) Escrow Fund established pursuant to the Escrow Agreement to pay the principal of and interest on the Refunded 2012 Bank Bonds and the redemption price of the Callable 2012 Bank Bonds.

"Escrow 2012 Requirement" shall mean the sale proceeds of the Bonds deposited in the Escrow 2012 Fund and used to refund the Refunded 2012 Bank Bonds as provided in the Escrow Agreement.

"Escrow 2013 Fund" shall mean the Mississippi Development Bank Special Obligation Series 2013 Bonds (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) Escrow Fund established pursuant to the Escrow Agreement to pay the principal of and interest on the Refunded 2013 Bank Bonds and the redemption price of the Callable 2013 Bank Bonds.

"Escrow 2013 Requirement" shall mean the sale proceeds of the Bonds deposited in the Escrow 2013 Fund and used to refund the Refunded 2013 Bank Bonds as provided in the Escrow Agreement.

"Existing Parity Debt" shall mean the 2012 Note, the 2013 Note and the 2016 Note.

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

"Letter of Representations" shall mean the DTC Blanket Issuer Letter of Representations of the City.

"Mayor" shall mean the Mayor of the City.

"Municipal Advisor" shall mean Government Consultants, Inc., Madison, Mississippi.

"Net Revenues" shall mean all Revenues remaining after payment of Current Expenses and debt service on the SRF Loans outstanding at the time of issuance of the Bonds, if applicable, and which net revenues shall be subject to the parity lien of the Non-Refunded Bonds and the Bonds and any Additional Bonds.

"Non-Refunded Bonds" shall mean together, the Non-Refunded 2012 Bonds, the Non-Refunded 2013 Bonds and the Non-Refunded 2016 Bonds.

"Non-Refunded 2012 Bonds" shall mean the outstanding 2012 Bank Bonds not refunded with a portion of the proceeds of the Bonds.

"Non-Refunded 2013 Bonds" shall mean the outstanding 2013 Bank Bonds not refunded with a portion of the proceeds of the Bonds.

"Non-Refunded 2016 Bonds" shall mean the outstanding 2016 Bank Bonds not refunded with a portion of the proceeds of the Bonds.

"Parity Indebtedness or Parity Debt" means indebtedness of the City, the payments of which are secured by a lien on Net Revenues on a parity with the lien securing the Bonds, including the Non-Refunded Bonds and Existing Parity Debt.

"Paying Agent" shall mean any bank, trust company or other institution hereafter designated by the Governing Body to make payments of the principal of and interest on the Bonds, and to serve as registrar and transfer agent for the registration of owners of the Bonds, and for the performance of other duties, and shall initially be Hancock Whitney Bank, Jackson, Mississippi.

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

"Placement Agent" shall mean Raymond James & Associates, Inc., Memphis, Tennessee.

"Placement Agreement" shall mean the Private Placement Agreement, by and between

the City and the Placement Agent, dated the date of sale of the Bonds, the form of which is attached hereto as **EXHIBIT B**, with such completions, changes, insertions and modifications to the Placement Agreement as shall be approved by the officers executing and delivering the same (the execution thereof shall constitute conclusive evidence approval of any such completions, changes, insertions and modifications).

"Prior Debt Service Funds" shall mean together, the 2012 Debt Service Fund, the 2013 Debt Service Funds and the 2016 Debt Service Fund.

"Prior Parity Debt Indentures" shall mean the 2012 Indenture, the 2013 Indenture and the 2016 Indenture.

"Principal and Interest Requirements" for any Bond Year shall mean the sums sufficient for the payment of the principal of and interest on the Bonds, any parity bonds, including the Non-Refunded Bonds and subordinated indebtedness which will mature and accrue during such period.

"Project" shall mean providing funds for the (i) Refunding Project, (ii) funding the Debt Service Reserve Fund, including the payment of premium for the Surety Bond, and (iii) paying the costs of issuance of the Bonds, including the payment of premium for the Bond Insurance Policy.

"Purchaser" shall mean The First, A National Banking Association, Hattiesburg, Mississippi.

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

"Record Date Registered Owner" shall mean the Registered Owner as of the Record Date.

"Redemption Price" shall mean, with respect to a Bond, the principal amount of such Bond plus the applicable premium, if any, payable upon redemption thereof in the manner contemplated in accordance with its terms pursuant to the provisions hereof.

"Refunded Bonds" shall mean together, the Refunded 2012 Bank Bonds, the Refunded 2013 Bank Bonds and the Refunded 2016 Bank Bonds.

"Refunded Notes" shall mean together, the Refunded 2012 Note, the Refunded 2013 Note and the Refunded 2016 Note.

"Refunded 2012 Bank Bonds" shall mean the 2012 Bank Bonds which mature on March 1 in the years 2025 through 2032, or as otherwise provided in the Placement Agreement.

"Refunded 2012 Note" shall mean the principal installments of the 2012 Note maturing on March 1 in the years 2025 through 2032, both inclusive, being prepaid, such portion being identified in the Placement Agreement as the same amount in each year of the Refunded 2012 Bank Bonds being refunded with a portion of the proceeds of the Bonds.

"Refunded 2013 Bank Bonds" shall mean the 2013 Bank Bonds which mature on December 1 in the years 2028 through 2038, both inclusive, or as otherwise provided in the Placement Agreement.

"Refunded 2013 Note" shall mean the principal installments of the 2013 Note maturing on December 1 in the years 2028 through 2038, both inclusive, being prepaid, such portion being identified in the Placement Agreement as the same amount in each year of the Refunded 2013 Bank Bonds being refunded with a portion of the proceeds of the Bonds.

"Refunded 2016 Bank Bonds" shall mean the 2016 Bank Bonds which mature on August 18 in the years 2024 through 2026, both inclusive, or as otherwise provided in the Placement Agreement.

"Refunded 2016 Note" shall mean the principal installments of the 2016 Note maturing on August 18 in the years 2024 through 2026, both inclusive, being prepaid, such portion being identified in the Placement Agreement as the same amount in each year of the Refunded 2016 Bank Bonds being refunded with a portion of the proceeds of the Bonds.

"Refunding Project" shall mean together, the Refunding 2012 Project, the Refunding 2013 Project and the Refunding 2016 Project.

"Refunding 2012 Project" shall mean providing funds for (i) the refinance, prepayment and advance refunding of the Refunded 2012 Note, and (ii) the contemporaneous advance refunding of the Refunded 2012 Bank Bonds, including funds for the redemption of the Callable 2012 Bank Bonds at a redemption price of 100% plus accrued interest.

"Refunding 2013 Project" shall mean providing funds for (i) the refinance, prepayment and advance refunding of the Refunded 2013 Note, and (ii) the contemporaneous advance refunding of the Refunded 2013 Bank Bonds, including funds for the redemption of the Callable 2013 Bank Bonds at a redemption price of 100% plus accrued interest.

"Refunding 2016 Project" shall mean providing funds for (i) the refinance, prepayment and current refunding of the Refunded 2016 Note, and (ii) the contemporaneous current refunding of the Refunded 2016 Bank Bonds, including funds for the redemption of the Callable 2016 Bank Bonds at a redemption price of 100% plus accrued interest.

"Registered Owner" shall mean the Person whose name shall appear in the registration records of the City maintained by the Transfer Agent.

"Reserve Fund Credit Facility" means an irrevocable and unconditional letter of credit, insurance policy or surety bond, the terms of which have been approved by the City, issued by a bank or other financial institution, which is acceptable to the City.

"Revenues" shall mean shall mean all payments, proceeds, fees, charges, rents and all other income derived by or for the account of the City from its ownership and operation of the System, excluding all acreage, front-footage, assessment and similar fees and charges derived by the City in connection with the provision of or payment for capital improvements constituting a part of the System.

"Revenue Fund" shall mean the revenue fund provided for in the Bond Resolution securing the Bonds and the Non-Refunded Bonds, which Revenue Fund was initially established in connection with the 2006 Loan as the "2006 Revenue Fund" and utilized to account for the Revenues of the System in connection with the 2006 Loan and any parity bonds issued on parity with the 2006 Loan, including the Bonds and the Non-Refunded Bonds, such Revenue Fund is to be held by the City.

"SRF Loans" shall mean the State Revolving Fund Loans, existing on the date of the issuance of the Bonds, if applicable, from the State to the City under Sections 49-17-1 *et seq.*, Mississippi Code of 1972, as amended from time to time, which SRF Loans have a lien on Revenues of the System; however, the debt service for the SRF Loans is collected by the Mississippi Department of Revenue by diverting sales tax collections prior to remittance of the sales tax to the City and then subsequently reimbursed to the City from the Revenues of the System.

"State" means the State of Mississippi.

"Surety Bond" means the Reserve Fund Credit Facility issued by the Bond Insurer guaranteeing certain payments into the Debt Service Reserve Fund with respect to the Bonds as provided therein and subject to the limitations set forth therein.

"Surety Bond Provider" shall mean the Bond Insurer.

"System" shall mean the combined water and sewer system of the City.

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

"2006 Loan" shall mean the loan provided by the Bank to the City on June 28, 2006, which 2006 Loan established various funds to be held by the City in connection with any parity bonds issued on a parity with the 2006 Loan and utilized in connection to account for Revenues of the System securing the 2006 Loan and any parity indebtedness.

"2012 Bank Bonds" shall mean the Bank's \$12,500,000 Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated March 29, 2012, issued pursuant to the 2012 Indenture.

"2012 Debt Service Fund" means the debt service fund so created under the 2012 Loan Agreement.

"2012 Debt Service Reserve Fund" means the debt service reserve fund so designated and created under the 2012 Indenture.

"2012 Debt Service Reserve Requirement" means the debt service reserve requirement described under the 2012 Indenture.

"2012 Indenture" means the Indenture of Trust by and between the Bank and the 2012 Trustee, dated as of March 29, 2012, securing the 2012 Bank Bonds.

"2012 Loan" shall mean the loan provided by the Bank to the City under the 2012 Loan Agreement secured by the 2012 Note funded from the proceeds of the 2012 Bank Bonds.

"2012 Loan Agreement" shall mean the Loan Agreement, dated as of March 29, 2012, by and between the City and the Bank and secured by the 2012 Note.

"2012 Note" shall mean the City's \$12,500,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated March 29, 2012, issued under the 2012 Loan Agreement, said 2012 Note and 2012 Loan Agreement representing security for the 2012 Loan provided from the proceeds of the 2012 Bank Bonds under the 2012 Indenture.

"2012 Trustee" shall mean Hancock Whitney Bank, Jackson, Mississippi, in its capacity as trustee under the 2012 Indenture.

"2013 Bank Bonds" shall mean the Bank's \$28,000,000 Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated December 19, 2013, issued pursuant to the 2013 Indenture.

"2013 Debt Service Fund" means the debt service fund so created under the 2013 Loan Agreement.

"2013 Debt Service Reserve Fund" means the debt service reserve fund so designated and created under the 2013 Indenture.

"2013 Debt Service Reserve Requirement" means the debt service reserve requirement described under the 2013 Indenture.

"2013 Indenture" means the Indenture of Trust by and between the Bank and the 2013 Trustee dated as of December 19, 2013, in connection with the 2013 Bank Bonds.

"2013 Loan" shall mean the loan provided by the Bank to the City under the 2013 Loan Agreement secured by the 2013 Note funded from the proceeds of the 2013 Bank Bonds.

"2013 Loan Agreement" means the loan agreement by and between the City and the Bank dated as of December 19, 2013, providing for the loan between the City and the Bank, which loan was funded from the proceeds of the 2013 Bank Bonds.

"2013 Note" means the \$28,000,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated December 19, 2013 of the City.

"2013 Trustee" means Hancock Whitney Bank, Jackson, Mississippi.

"2016 Bank Bonds" shall mean the \$25,000,000 Bank Taxable Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction

Project), dated August 18, 2016, said 2016 Bank Bonds being secured by payments due by the City under the 2016 Loan Agreement for the 2016 Note.

"2016 Debt Service Fund" means the 2016 Debt Service Fund so created under the 2016 Loan Agreement.

"2016 Indenture" shall mean the Indenture of Trust, dated August 18, 2016, by and between the Bank and Regions Bank, Little Rock, Arkansas, securing the 2016 Bank Bonds.

"2016 Loan" shall mean the loan provided by the Bank to the City under the 2016 Loan Agreement secured by the 2016 Note funded from the proceeds of the 2016 Bank Bonds.

"2016 Loan Agreement" shall mean the Loan Agreement, dated as of August 18, 2016, by and between the City and the Bank, secured by the 2016 Note.

"2016 Note" shall mean the City's \$25,000,000 Taxable Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated August 18, 2016, issued under the 2016 Loan Agreement, said 2016 Note and 2016 Loan Agreement representing security for the 2016 Loan provided from the proceeds of the 2016 Bank Bonds under the 2016 Indenture.

"2016 Paying Agent" shall mean the 2016 Trustee.

"2016 Trustee" shall mean Regions Bank, Little Rock, Arkansas, in its capacity as trustee under the 2016 Indenture.

"2021 Costs of Issuance Fund" shall mean the City of Hattiesburg, Mississippi Combined Water and Sewer System Revenue Refunding Bonds, Series 2021 Costs of Issuance Fund provided for in Section 25 hereof.

"2021 Debt Service Fund" shall mean the City of Hattiesburg, Mississippi Combined Water and Sewer System Revenue Refunding Bonds, 2021 Debt Service Fund provided for in Section 15(b) 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. The City is authorized under the provisions of the Act to issue its Bonds to fund the Project. It is advisable and in the public interest to issue the Bonds for the purpose stated herein.

3. The estimated cost of the Project is not to exceed Thirty-Eight Million Six Hundred Thousand Dollars (\$38,600,000).

4. The City is authorized under the provisions of the Act to issue its Bonds to provide funds for the Project, said Bonds to be payable solely from Net Revenues, subject to the parity lien of the Parity Debt.

5. As of the date of this Bond Resolution, the Parity Debt is the only indebtedness of the City consisting, or secured by, a lien on Net Revenues.

6. The terms and provisions of this Bond Resolution are subject to the terms and provisions of the Prior Parity Debt Indentures, pertaining to parity indebtedness secured by Net Revenues of the System as defined herein and described in the Prior Parity Debt Indentures.

7. The amount of the Bonds, when added to the outstanding indebtedness of the City, will not exceed any constitutional or statutory limitation of indebtedness.

8. The Governing Body recognizes that the current low interest rate environment provides an opportunity to refund the Refunded Notes and the Refunded Bonds, and the Governing Body further realizes that the Governing Body must move expeditiously to accomplish the greatest savings possible by the issuance of the Bonds.

9. In that the bond market is volatile, the Governing Body needs to authorize the negotiated sale of the Bonds to the Purchaser and authorizes the Mayor and Clerk to execute the Placement Agreement and any term sheet or commitment letter, as applicable of the Purchaser (the "**Term Sheet**") in order to maximize the savings to the City regarding the issuance of the Bonds.

10. The City recognizes that in order to prepare the necessary offering documents it is in the best interest of the City to authorize Bond Counsel, City Counsel, the Placement Agent and Municipal Advisor to prepare and distribute all necessary documents and to do all things required in order to negotiate the sale of the Bonds to the Purchaser and effectuate the issuance of such Bonds.

11. It is necessary to approve the form of and execution of the Placement Agreement with regard to the sale of the Bonds.

12. It is necessary to approve the Escrow Agent and the form of and execution of the Escrow Agreement.

13. It is necessary to authorize the Mayor or Clerk of the City to provide a written notification to (a) the 2012 Trustee of the advance refunding of the Refunded 2012 Bank Bonds; (b) the 2013 Trustee of the advance refunding of the Refunded 2013 Bank Bonds; and (c) the 2016 Trustee of the current refunding of the Refunded 2016 Bank Bonds.

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

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

SECTION 1. (a) The combined water and sewer facilities of the City are presently operated as the System.

(b) The Refunded 2012 Bank Bonds, the Refunded 2013 Bank Bonds and the Refunded 2016 Bank Bonds shall be refunded with a portion of the proceeds of the Bonds.

SECTION 2. In consideration of the purchase and acceptance of any and all of the Bonds by those who shall hold the same from time to time, this Bond Resolution shall constitute a contract between the City and the Registered Owners from time to time of the Bonds. 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 Owners shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

SECTION 3. The Bonds issued to the Registered Owner, or their designees, shall be in fully registered form substantially in the form set forth in **EXHIBIT A** hereto.

SECTION 4. (a) The Bonds are hereby authorized and ordered to be prepared and issued in the principal amount of Thirty-Eight Million Six Hundred Thousand Dollars (\$38,600,000) to raise money for the Project. The principal of and the interest on the Bonds shall be payable in accordance with and as authorized by this Bond Resolution and the Act.

(b) Payments of interest on the Bonds 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.

(c) The Bonds shall be registered as to both principal and interest; shall be dated the date of delivery thereof; shall be issued in the principal denomination of \$100,000, or integral multiples of \$1,000 thereof up to the amount of a single maturity; shall be numbered from one upward in the order of issuance; shall bear interest from the date thereof at the rate or rates specified in the Placement Agreement, payable on June 1 and December 1 of each year (each an "**Interest Payment Date**") until maturity, commencing June 1, 2021, such interest rate or rates to be in compliance with the Act and shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum as allowed by the Act; and shall mature and become due and payable on December 1 in the years and in the amounts as provided in the Placement Agreement.

(d) The Bonds are subject to redemption in whole or in part, in principal amounts and maturities selected by the City on any date on or after December 1, 2027, at par, plus accrued interest to the date of redemption, or as otherwise provided in the Placement Agreement.

(e) The Bonds are subject to mandatory sinking fund redemption as provided in the Placement Agreement.

(f) Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least five (5) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed

prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

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

SECTION 5. (a) The Bonds may be validated and executed as herein provided; and if they are validated they shall be registered as an obligation of the City in the office of the Clerk in a record maintained for that purpose, and the Clerk shall cause to be imprinted upon the reverse side of, or attached to, each of the Bonds, over his manual or facsimile signature and manual or facsimile seal, his certificate in substantially the form set out in **EXHIBIT A** hereto.

(b) The Bonds shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the Clerk, with the seal of the City imprinted or affixed thereto; provided, however all signatures and seals appearing on the Bonds, other than the signature of an authorized officer of the Transfer Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the City whose signature or a facsimile of whose signature shall appear on

the Bonds shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(c) The Bonds shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of their sale and award, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale and validation, if applicable, of the Bonds, and the final, unqualified approving opinion of Bond Counsel.

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

(i) a copy, certified by the Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale and validation, if applicable, of the Bonds; and

(ii) an authorization to the Transfer Agent, signed by the Mayor or Clerk, to authenticate and deliver the Bonds to the Purchaser.

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

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

SECTION 6. (a) The City hereby appoints the Paying and Transfer Agent for the Bonds. The Paying and Transfer Agent shall be a bank or trust company located within the State of Mississippi. The City specifically reserves the right to hereafter designate a separate Transfer Agent and/or Paying Agent in its discretion in the manner hereinafter provided.

(b) So long as any of the Bonds shall remain outstanding, the City shall maintain with the Transfer Agent records for the registration and transfer of the Bonds. The Transfer Agent is hereby appointed registrar for the Bonds, in which capacity the Transfer Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, any Bond 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 either the function of the Paying Agent or Transfer Agent, or both, by giving at least sixty (60) days' written notice to the City and may be removed from either or both of said functions at any time by resolution of the Governing Body delivered to the Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Agent and shall be transmitted to the Agent being removed within a reasonable time prior to the effective date thereof. Provided, however, that no resignation or removal of an Agent shall become effective until a successor Agent has been appointed pursuant to the Bond Resolution.

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

(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, lists of Registered Owners and all other records, documents and instruments relating to its duties as such Agent.

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

(v) Every successor Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor Agent and to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor Agent, without any further act, shall become fully vested with all the rights, immunities and powers, and subject to all the duties and obligations, of its predecessor.

(vi) Should any transfer, assignment or instrument in writing be required by any successor 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.

(vii) 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 Bonds.

(viii) 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.

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

SECTION 7. The Bonds shall be in substantially the form attached hereto as **EXHIBIT A**, with such appropriate variations, omissions and insertions as are permitted or required by this Bond Resolution.

SECTION 8. In case any 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 Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such 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 Bond stolen, destroyed or lost, his filing with the City or Paying Agent evidence satisfactory to them that such Bond was stolen, destroyed or lost, and of his ownership thereof, and furnishing the City or Paying Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

SECTION 9. Only such of the Bonds as shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Paying Agent, shall be entitled to the rights, benefits and security of this Bond Resolution. No such Bond shall be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Paying Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Bond Resolution. The Paying Agent's certificate of registration and authentication on any such Bond shall be deemed to have been duly executed if signed by an authorized officer of

the Paying Agent, but it shall not be necessary that the same officer sign said certificate on all of the Bonds that may be issued hereunder at any one time.

SECTION 10. (a) In the event the Purchaser shall fail to designate the names, addresses and social security or tax identification numbers of the Registered Owners of the Bonds within thirty (30) days of the date of sale, or at such other later date as may be designated by the City, one Bond registered in the name of the Purchaser may be issued in the full amount of each maturity. Ownership of the Bonds shall be in the Purchaser until the initial Registered Owner has made timely payment and, upon request of the Purchaser within a reasonable time of the initial delivery of the Bonds, the Paying Agent shall re-register any such Bond upon its records in the name of the Registered Owner to be designated by the Purchaser in the event timely payment has not been made by the initial Registered Owner.

(b) Except as hereinabove provided, the Person in whose name any of the Bonds shall be registered in the records of the City maintained by the Paying Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on any of the Bonds 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 any of the Bonds to the extent of the sum or sums so paid.

SECTION 11. (a) The Bonds shall be transferable only in the records of the City, upon surrender thereof at the office of the Transfer Agent, together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the Registered Owner or his or its attorney duly authorized in writing. Upon the transfer of any of the Bonds, the City, acting through its Transfer Agent, shall issue in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Bond or Bonds.

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

SECTION 12. (a) Payment of principal on the Bonds shall be made, upon presentation and surrender thereof at the principal office of the Paying Agent, 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.

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

(c) Principal of and interest on the Bonds shall be paid by check or draft mailed on the Interest Payment Date to Registered Owners at the addresses appearing in the registration records of the Paying Agent. Any such address may be changed by written notice from the Registered Owner to the Paying Agent by certified mail, return receipt requested, or such other

method as may be subsequently prescribed by the Paying Agent, such notice to be received by the applicable principal or interest payment date to be effective as of such date.

SECTION 13. The principal of and interest on the Bonds shall be payable solely from a pledge of Net Revenues subject to the prior payment of the reasonable and necessary expense of operating and maintaining the System and debt service on the SRF Loans, if applicable, and the parity lien of the Non-Refunded Bonds. The Bonds shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory restriction, limitation or provision, and the taxing power of the City is not pledged to the payment of the Bonds, either as to principal or interest.

SECTION 14. From and after the issuance and delivery of the Bonds, the System shall be operated on a Fiscal Year basis, commencing on the first day of October, and ending on the last day of September in the following year; provided, however, that the Fiscal Year may be changed upon written notice to the Registered Owners.

SECTION 15. All Revenues shall be set aside as collected by the City and shall be deposited into the Revenue Fund created initially under the 2006 Loan in connection with any parity indebtedness, including the Non-Refunded Bonds and the Bonds. Moneys in said fund shall not be subject to lien or attachment by any creditor of the City and shall be set aside for, allocated to and deposited by the Clerk to the extent available in the following order of preference in the following separate and special funds, created pursuant to the 2006 Loan and this Bond Resolution, without further direction of or action by the Governing Body or other authority of the City:

(a) On the first business day of each month, commencing in the first month after delivery of the Bonds, there shall be deposited into the 2006 Operation and Maintenance Fund created under the 2006 Loan (the “**Operation and Maintenance Fund**”), such amount which will provide for the payment of the Current Expenses to be paid during such calendar month, and, in the event that the aggregate amounts deposited into such fund pursuant to this subsection (a) during the preceding months shall have been insufficient to pay all such expenses, an amount sufficient to repay such deficiencies. The aggregate amounts annually deposited in the Operation and Maintenance Fund shall at all times equal annual current expenses.

(b) To the City such amount necessary to reimburse the general fund of the City for debt service due on the SRF Loans deducted by the Mississippi Department of Revenue from the sales tax rebate to the City.

(c) So long as the Parity Debt is outstanding, the following deposits shall be made to the 2012 Debt Service Fund, 2013 Debt Service Fund and the 2016 Debt Service Fund and the 2012 Debt Service Reserve Fund and the 2013 Debt Service Reserve Fund and to the 2021 Debt Service Fund and 2021 Debt Service Reserve Fund created under this Bond Resolution:

(i) On the first business day of each month, commencing in the first month after the delivery of the Bonds, there shall be deposited, (a) to the credit of the 2012 Debt Service Fund; provided, however, that the obligation of the City to make any such deposit hereunder shall be reduced by the amount of any reduction under the 2012 Indenture of the amount of the corresponding payment required to be made by the City

thereunder (it being understood payment under any insurance policy or reserve policy, if applicable, shall not reduce such obligation), as long as the Non-Refunded 2012 Bonds are outstanding, an amount which, together with equal subsequent monthly deposits on the first business day of each successive month, will provide a sum equal to the amount necessary to pay interest and principal due and payable through the date on which the next installment of principal on the Non-Refunded 2012 Bonds is due; (b) to the credit of the 2013 Debt Service Fund; provided, however, that the obligation of the City to make any such deposit hereunder shall be reduced by the amount of any reduction under the 2013 Indenture of the amount of the corresponding payment required to be made by the City thereunder (it being understood payment under any insurance policy or reserve policy, if applicable, shall not reduce such obligation), as long as the Non-Refunded 2013 Bonds are outstanding, an amount which, together with equal subsequent monthly deposits on the first business day of each successive month, will provide a sum equal to the amount necessary to pay interest and principal due and payable through the date on which the next installment of principal on the Non-Refunded 2013 Bonds is due; (c) to the credit of the 2016 Debt Service Fund; provided, however, that the obligation of the City to make any such deposit hereunder shall be reduced by the amount of any reduction under the 2016 Resolution of the amount of the corresponding payment required to be made by the City thereunder (it being understood payment under any insurance policy or reserve policy, if applicable, shall not reduce such obligation), as long as the Non-Refunded 2016 Bonds are outstanding, an amount which, together with equal subsequent monthly deposits on the first business day of each successive month, will provide a sum equal to the amount necessary to pay interest and principal due and payable through the date on which the next installment of principal on the Non-Refunded 2016 Bonds is due; and (d) into the 2021 Debt Service Fund an amount which, together with equal subsequent monthly deposits on the first business day of each successive month, will provide a sum equal to the amount necessary to pay interest and principal due and payable through the date on which the next installment of principal on the Bonds is due.

(ii) Provided, that in addition to the moneys required to be paid into the funds as set forth in (i) above, moneys shall be paid and/or deposited into the following funds as follows:

(1) as long as the Non-Refunded 2012 Bonds are outstanding, pay to the credit of the 2012 Debt Service Reserve Fund created under the 2012 Indenture for the 2012 Bonds, the amount, if any, required to be paid into the 2012 Debt Service Reserve Fund in order to ensure that the amount on deposit therein equals the debt service reserve requirement for said 2012 Debt Service Reserve Fund established by the provisions of the 2012 Indenture; provided, however, if the amount on deposit in the 2012 Debt Service Reserve Fund as valued on the last day of any bond year is more than the debt service reserve requirement for said 2012 Debt Service Reserve Fund, the amount of such excess shall be transferred to the 2012 Debt Service Fund; and

(2) as long as the Non-Refunded 2013 Bonds are outstanding, pay to the credit of the 2013 Debt Service Reserve Fund created under the 2013

Indenture for the 2013 Bonds, the amount, if any, required to be paid into the 2013 Debt Service Reserve Fund in order to ensure that the amount on deposit therein equals the debt service reserve requirement for said 2013 Debt Service Reserve Fund established by the provisions of the 2013 Indenture; provided, however, if the amount on deposit in the 2013 Debt Service Reserve Fund as valued on the last day of any bond year is more than the debt service reserve requirement for said 2013 Debt Service Reserve Fund, the amount of such excess shall be transferred to the 2013 Debt Service Fund; and

(3) deposit to the Debt Service Reserve Fund established under this Bond Resolution amounts sufficient to meet any deficiency in the 2021 Debt Service Fund in future years; provided, however, in order to fully fund the Debt Service Reserve Fund, the Clerk shall immediately upon delivery of the Bonds deposit a portion of the proceeds of the Bonds, an additional amount, which, together with amounts already on deposit therein, will be equal to the Debt Service Reserve Requirement at which amount the Debt Service Reserve Fund shall thereafter be maintained by such future payments as may be necessary for that purpose. The Debt Service Reserve Fund shall be used only to pay maturing principal and accruing interest, or both, on the Bonds and only whenever and to the extent that funds otherwise available in the 2021 Debt Service Fund are insufficient for that purpose. No funds paid into the Debt Service Reserve Fund shall be used to prepay the principal unless such prepayment is for the entire balance of the principal amount of the Bonds. If the amount on deposit in the Debt Service Reserve Fund as valued on the last day of any Bond Year is more than the Debt Service Reserve Requirement, the amount of such excess shall be transferred to the 2021 Debt Service Fund. The initial deposit into the Debt Service Reserve Fund shall be funded with a Surety Bond.

(d) Reserved.

(e) Reserved.

The Revenue Fund and the Operation and Maintenance Fund will survive the payment in full or refunding in advance of maturity of the Non-Refunded Bonds, while the Bonds, or any indebtedness issued on parity with the Bonds, are outstanding and such funds will be governing by the provisions of this Bond Resolution and any resolution securing said parity indebtedness.

The moneys in the foregoing funds shall be held separate and apart from all other funds of the City and shall be applied in the manner provided, and, pending such application, shall be subject to a lien and charge in favor and for the security of Registered Owners for the Bonds and the registered owners of the Non-Refunded Bonds until paid out or transferred as herein provided. Any surplus Revenues remaining after all deposits and transfers required or allowed by the Bond Resolution shall be used solely for purposes pertaining to the System.

SECTION 16. If Net Revenues shall be insufficient at any time to make the payments or deposits from the Net Revenues required by Section 15 hereof, the deficiency shall be made good by additional payments to be made out of the first available Net Revenues received during any succeeding month or months.

SECTION 17. Subject to the provisions of the Non-Refunded Bonds, all sums in the funds referred to in Section 15 hereof shall be kept on deposit in bank accounts separate from all other bank accounts of the City in a bank or banks having Federal Deposit Insurance Corporation insurance of its accounts and at all times shall be continuously secured as provided by the laws of the State of Mississippi for other funds of the City, or, in the discretion of the Governing Body, may be invested as directed in this Bond Resolution in investments authorized under the laws of the State of Mississippi as may now be or hereafter become. Such investments shall mature or be redeemable prior to the time the funds so invested will be needed for expenditure. Any interest or other income received from investments shall accrue to and be deposited in the fund which generated such income or to which such income is attributable and applied toward the purposes set forth in such fund.

SECTION 18. The City covenants and agrees with the Registered Owners that it will perform or cause to be performed all duties with respect to the operation and maintenance of the System and with respect to the fixing, maintaining and collecting of the rates, fees and charges for the services thereof, the establishing of the funds herein referred to, and all other matters and things required by law and by this Bond Resolution, and that it will do or cause to be done, in apt time and season, each and every official act necessary for the payment of the principal of and the interest on the Bonds as the same shall mature and accrue.

SECTION 19. The City further covenants with the Registered Owners as follows:

(a) As long as any of the Bonds are outstanding and unpaid, it will operate and maintain the System, or cause the System to be operated and maintained.

(b) As long as any of the Bonds are outstanding and unpaid, it will fix and maintain rates and make and collect charges for the use and service of the System which will at all times provide Net Revenues sufficient: (i) to pay the Current Expenses of the System, and (ii) to provide, as long as the Non-Refunded Bonds are outstanding, one hundred five percent (105%) of the amount of the maximum Principal and Interest Requirements and the payments required to be made to the credit of the 2012 Debt Service Reserve Fund, the 2013 Debt Service Reserve Fund and the Debt Service Reserve Fund for the current Bond Year on account of the Bonds and the Non-Refunded Bonds then outstanding; and (ii) thereafter one hundred five percent (105%) of the amount of the maximum Principal and Interest Requirements and the payments required to be made to the credit of the Debt Service Reserve Fund for the current Bond Year on account of the Bonds then outstanding.

(c) If the Net Revenues in any Fiscal Year as shown by the City's audit are less than the total amount set forth in subsection (b) of this Section, then the City shall, as promptly as possible, take such actions necessary regarding a revision of such rates, fees and charges or methods of operating the System which will result in producing the required amount in the following Fiscal Year. The City shall, subject to applicable requirements imposed by law, immediately revise such rates, fees and charges and take such other actions respecting the methods of operation of the System as shall in its discretion be deemed necessary. Failure to take such actions or (i) if coverage is less, as long as the Non-Refunded Bonds are outstanding, than one hundred five percent (105%) of the maximum Principal and Interest Requirements of the Bonds and the Non-Refunded Bonds outstanding and the payment required to be made to the credit of the 2012 Debt Service Reserve Fund, the 2013 Debt Service Reserve Fund and the Debt

Service Reserve Fund, or (ii) upon full payment of the Non-Refunded Bonds, if coverage is less than one hundred five percent (105%) of the maximum Principal and Interest Requirements of the Bonds and the payment required to be made to the credit of the Debt Service Reserve Fund, shall be a breach of the City's covenants herein.

(d) As long as any of the Bonds shall remain outstanding and unpaid, the City shall carry and maintain all-risk insurance upon all the properties forming a part of the System which may be of an insurable nature, such insurance to be of the type and kind and for such amount or amounts as carried and maintained by other municipalities rendering services of a similar character in similar communities. The proceeds of all such insurance shall be used only for the maintenance and restoration of the System, or for the payment of the principal of and the interest on the Bonds.

(e) The City shall set up and maintain a proper system of accounts showing the amount of Revenues received from the System and the application thereof. Such accounts shall be separate and distinct from the other accounts of the City and the City, and at least once a year shall be properly audited by independent auditors who shall be certified public accountants. The report of such audit shall be open to the public and to all Registered Owners.

(f) The Registered Owner of any of the Bonds shall be permitted, at all reasonable times, to inspect the System and all records, accounts and data relating thereto, and shall be furnished all data and information relating to the System which may be reasonably requested.

(g) Except as provided for by this Bond Resolution, the City will not create or permit to be created any charge or lien on Net Revenues ranking equal or prior to the charge or lien of the Bonds and the Non-Refunded Bonds.

SECTION 20. Prior to the commencement of each Fiscal Year, the Governing Body shall cause to be prepared a budget setting out the estimated receipts and expenditures of the System for the then ensuing Fiscal Year. This budget shall contain:

(a) An estimate of the receipts expected to be derived from the operation of the System;

(b) A statement of the estimated cost of operating the System during the next ensuing Fiscal Year;

(c) A statement of the amount of principal and interest due during the ensuing Bond Year;

(d) A statement of what replacements to the System may be anticipated and the estimated cost thereof;

(e) A statement of the total amount anticipated to be payable from Revenues during the next ensuing Fiscal Year; and

(f) A statement of the amount on deposit in each of the funds referred to in Section 15 of this Bond Resolution.

SECTION 21. (a) From and after the issuance of the Bonds, no additional bonds shall be issued or obligations incurred by the City which are payable in whole or in part from or chargeable to Net Revenues (except obligations incurred in the operation and maintenance of the System), unless such additional bonds or obligations are in all respects junior and subordinate to the Bonds and the Non-Refunded Bonds.

(b) The City shall have the right to issue one or more Additional Bond series to be secured by a parity lien on and ratably payable from Net Revenues and any other security pledged to the Bonds, including the Non-Refunded Bonds, subject to the provisions of the Prior Parity Debt Indentures, respectively, regarding parity indebtedness, provided in each instance that:

(i) the Net Revenues available for payments of principal and interest on the Bonds, the Non-Refunded Bonds for a period of 12 consecutive months during the 18 months preceding the month in which such additional parity bonds are issued must be certified by an accountant to have been at least equal to 105% as long as the Non-Refunded Bonds are outstanding, and thereafter equal to 105% of the highest annual debt service payments in any succeeding Bond Year with respect to the Bonds, the Non-Refunded Bonds, any other outstanding bonds and the bonds proposed to be issued; or in lieu of the foregoing formula, if a new schedule of rates, fees and charges for the services, facilities and commodities of the System shall have been adopted, then the Net Revenues available for debt service payments (taking into account such new rates) must be certified by an accountant to have been at least equal to 105% as long as the Non-Refunded Bonds are outstanding, and thereafter equal to 105% of the highest annual debt service payments in any succeeding Bond Year with respect to the Bonds, any other outstanding bonds, and the bonds proposed to be issued during the period set forth above;

(ii) the pledge of and lien on the Net Revenues and amounts on deposit from time to time in the Prior Debt Service Funds shall be extended for the benefit of the Registered Owners of the Additional Bonds; and

(iii) the resolution under which the proposed bonds are being issued shall provide for the funding of the increase in the Debt Service Reserve Fund resulting from the issuance of such Additional Bonds from the proceeds of such Additional Bonds.

(c) The City hereby covenants and agrees that in the event additional series of parity bonds are issued following the final maturity of the Non-Refunded Bonds, it shall:

(i) Adjust the deposits into the 2021 Debt Service Fund in the following manner: On the first business day of each month, commencing in the first month after the delivery of the additional bonds, there shall be deposited into the 2021 Debt Service Fund an amount which, after taking into account any amounts already on deposit and equal subsequent monthly deposits on the first business day of each successive month, will provide a sum equal to the amount necessary to pay interest and principal due and payable through the date on which the next installment of principal on the Bonds and the additional bonds is due.

(ii) Adjust the amount of the Debt Service Reserve Fund to a sum equal to the lesser of the following: (1) the Debt Service Reserve Fund Requirement as calculated for the Bonds, and such additional parity bonds; and (2) the maximum amount which, if deposited therein, in the opinion of nationally recognized bond counsel, would not adversely affect the tax status of interest on the Bonds and such additional bonds. The additional funds required to provide the lesser of (1) or (2) as set forth in the immediate preceding sentence shall be funded from the proceeds of the additional parity bonds.

(d) The City shall have the right to call, subject to the call provisions of the respective bond series, any or all outstanding bonds which may be called at par prior to calling any bonds that are callable at a premium. If it is provided in any subsequently issued series of bonds secured by a parity lien on Net Revenues that excess moneys in the 2021 Debt Service Fund shall be used to redeem bonds in advance of scheduled maturity or if the City, at its option, undertakes to redeem outstanding bonds in advance of scheduled maturity, it is agreed and understood that:

(i) calls of or prepayment on bonds will apply to each series of bonds on an equal pro rata basis (reflecting the proportion of the original amount of each series of bonds outstanding at the time of such call); and

(ii) calls of bonds for each bond series will be in accordance with the call provisions of the respective bond series.

(e) The City may issue bonds junior and subordinate to the Bonds and the Non-Refunded Bonds at any time, provided that the issuance of such bonds does not violate any covenant of the City concerning any of its then outstanding bonds.

SECTION 22. (a) The provisions of this Bond Resolution shall constitute a contract between the City and the Registered Owners from time to time of the Bonds, and after the issuance of the Bonds no changes, additions or alterations of any kind shall be made hereto in any manner except upon consent of the Registered Owners of at least sixty-five percent (65%) in principal amount of the Bonds then outstanding, such consent to be evidenced by an instrument or instruments signed by such Registered Owners and duly acknowledged in the manner of a deed for the conveyance of real estate in the State of Mississippi. Such instruments shall contain or be accompanied by proofs of ownership of specified numbers and principal amounts of the Bonds, shall be filed in the office of the Clerk and shall be a public record.

(b) Any and all modifications or alterations made in the manner hereinabove provided shall not become effective until the required consents shall have been filed with the Clerk.

(c) No modifications or alterations to this Bond Resolution shall extend the maturity of or reduce the interest rate on or otherwise alter or impair the obligation to pay the principal of or the interest on any of the Bonds at the time and place and at the rate and in the currency as provided therein, without the express consent of the Registered Owner of any of such Bonds, nor reduce the percentage of the Bonds required for the affirmative vote or written consent to a modification or alteration, nor alter or impair the covenants set forth in Sections 18 and 19 hereof.

SECTION 23. The Bonds and the Non-Refunded Bonds shall be payable equally and ratably, without regard to the date when the Bonds actually shall be delivered and shall enjoy parity of lien, one with the other, upon Net Revenues.

SECTION 24. A certain portion of the proceeds of the Bonds will be remitted directly on the closing date as follows: (a) to the Escrow Agent a portion of the proceeds of the Bonds equal to the Escrow 2012 Requirement pursuant to the Escrow Agreement to effectuate the Refunding 2012 Project; (b) to the Escrow Agent a portion of the proceeds of the Bonds equal to the Escrow 2013 Requirement pursuant to the Escrow Agreement to effectuate the Refunding 2013 Project; and (c) to the 2016 Paying Agent a portion of the proceeds of the Bonds sufficient to effectuate the Refunding 2016 Project.

SECTION 25. (a) The City hereby establishes the 2021 Costs of Issuance Fund which shall be held by the Escrow Agent pursuant to the Escrow Agreement, for and on behalf of the City. A certain portion of the proceeds received upon the sale of the Bonds shall be deposited in the 2021 Costs of Issuance Fund. Any income received from investment of monies in the 2021 Costs of Issuance Fund shall be deposited in the 2021 Costs of Issuance Fund. Funds in the 2021 Costs of Issuance Fund shall be used to pay the costs, fees and expenses incurred by the City in connection with the authorization, issuance, sale, validation, if applicable, and delivery of the Bonds. Any amounts which remain in the 2021 Costs of Issuance Fund after the payment of the costs of issuance for the Bonds shall be transferred by the Escrow Agent to the City for deposit to the 2021 Debt Service Fund and used as permitted under State law.

(b) The Mayor or an Authorized Officer is hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the payment by the Escrow Agent, acting for and on behalf of the City, on the closing date of the Bonds the costs of issuance of said Bonds; provided, however, total costs of issuance for said Bonds shall not exceed five percent (5%) of the par amount of the Bonds (excluding the Placement Agent fee, and any costs associated with the Bond Insurance Policy and Surety Bond, if applicable).

SECTION 26. (a) Upon the occurrence of an event of default, the Registered Owner of any of the Bonds may, by suit, action, mandamus or other proceedings at law or in equity, enforce and compel performance by the appropriate official or officials of the City of any or all acts and duties to be performed by the City under the provisions of the Act and of this Bond Resolution.

(b) Each of the following constitutes an event of default under this Bond Resolution:

(i) failure by the City to pay any installment of principal or Redemption Price of any Bond at the time required;

(ii) failure by the City to pay any installment of interest on any Bond at the time required;

(iii) failure by the City to perform or observe any other covenant, agreement or condition on its part contained in this Bond Resolution or in the Bonds, and the continuance thereof for a period of sixty (60) days after written notice thereof to the City

by the Registered Owners of not less than ten percent (10%) in principal amount of the then outstanding Bonds; or

(iv) an Act of Bankruptcy occurs.

(c) If there be any default in the payment of the principal of and interest on the Bonds, any court having jurisdiction in the proper action may, upon petition of the Registered Owners of a majority in principal amount of the Bonds then outstanding, appoint a receiver to administer and operate the System with power to fix rates and collect charges sufficient to provide for the payment of the Bonds and to pay the expense of operating and maintaining the System in conformity with the provisions of the Act and of this Bond Resolution; provided, however, if the Non-Refunded Bonds are outstanding, the provisions of this sub-section will be subject to the provisions of the Prior Parity Debt Indentures.

SECTION 27. At least five (5) days prior to the due date thereof, the Clerk of the City shall remit to the Paying Agent the sum or sums then becoming due as interest, or principal and interest, on the Bonds, plus the sum then due as the charges of the Paying Agent for its services and responsibility under the terms of this Bond Resolution, which charges shall be expenses of operation and shall be charged to and payable from the Operation and Maintenance Fund referred to in this Bond Resolution.

SECTION 28. The Bonds may be submitted to validation as provided by Sections 31-13-1 to 31-13-11, Mississippi Code of 1972, as amended, and for that purpose the Clerk, if required, is hereby authorized and directed to transmit to the State's Bond Attorney a certified copy of all of the legal papers pertaining to the issuance of the Bonds, including transcripts of records, resolutions, proofs of publication, tabulation or votes and all facts pertaining to the issuance of the Bonds.

SECTION 29. If the City shall pay or cause to be paid to the Registered Owners of the Bonds the principal of, premium, if any, and interest to become due with respect thereto at the times and in the manner stipulated therein and herein, and if the City shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this Bond Resolution expressed as to be kept, performed and observed by it or on its part and shall pay or cause to be paid to the Paying Agent all sums of money due or to become due according to the provisions hereof, then the rights of the Registered Owners under the Bond Resolution shall cease, determine and be void, and thereupon the lien of this Bond Resolution on Net Revenues shall be defeased, canceled and discharged.

SECTION 30. The City does not designate the Bonds as "qualified tax-exempt obligations" as defined in and for the purposes of Section 265(b)(3) of the Code.

SECTION 31. The City hereby approves the sale of the Bonds to the Purchaser and authorizes the execution of the Term Sheet by an Authorized Officer of the City, such Term Sheet, attached hereto as **EXHIBIT H**.

SECTION 32. RESERVED.

SECTION 33. The City covenants that it will (a) diligently enforce and collect all fees, rental or other charges for the services and facilities of the System, and take all steps, actions and proceedings for the enforcement and collection of such fees, rentals or other charges which shall become delinquent to the full extent permitted or authorized by the laws of the State, and (b) to the full extent permitted by law, under reasonable rules and regulations, shut off and discontinue the supplying of the services and facilities of the System for the non-payment of fees, rentals or other charges for said water services, and will not restore said water services until all delinquent charges, together with interest and reasonable penalties, have been paid in full.

SECTION 34. The City covenants that it will not provide free service to any user of the System unless permitted by State statute.

SECTION 35. The Purchaser of the Bonds shall be required to execute a certification at closing to the effect that the Bonds are being purchased for the account of the Purchaser without the present intent to distribute. Based on the foregoing, the Bonds will be exempt from the continuing disclosure requirements of Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “**Rule**”). The City hereby authorizes on the closing date in connection with the Bonds, the disclosure of any applicable terms of the Bonds, if material, and if required by the Rule to the Municipal Securities Rulemaking Board (the “**MSRB**”). As of the date hereof, the MSRB’s required method of filing is electronically via its Electronic Municipal Market Access (EMMA) system, which is currently available at <http://emma.msrb.org>.

SECTION 36. The Purchaser will deliver at closing an investor letter, in the form attached to the Term Sheet provided by the Purchaser, such form is found in Appendix C to the Term Sheet (Form of Institutional Investor Letter Template). The Bonds may only be transferred upon compliance by the Registered Owners of the Bonds with the terms and provisions of this resolution, specifically, the Registered Owners of the Bonds must obtain from the purchaser or transferee thereof, and deliver to the City on or before the closing date thereof, a document satisfactory to the City and Bond Counsel similar in form and substance to the form of Investor Letter attached to the Term Sheet as Appendix C.

SECTION 37. The terms and conditions provided in the Commitment Letters of the Bond Insurer for the provision of a Bond Insurance Policy and a Surety Bond are hereby approved in substantially the same forms attached hereto as **EXHIBIT C** for and on behalf of the City, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same (the execution thereof shall constitute conclusive evidence approval of any such completions, changes, insertions and modifications). An Authorized Officer of the City is hereby authorized to execute such Commitment Letters of the Bond Insurer. Any additional documents and certificates which are required by any provider of such Bond Insurance Policy and/or Surety Bond selected to provide credit enhancement and funding for the Debt Service Reserve Requirement for the Debt Service Reserve Fund, respectively, in connection with the issuance of the Bonds, the Mayor, Clerk and/or any other Authorized Officers of the Governing Body are hereby authorized to approve any changes, insertions and omissions as may be required by the provider of the Bond Insurance Policy and/or Surety Bond to the Placement Agreement, the Escrow Agreement and the Term Sheet as are approved by the Mayor of the City or an Authorized Officer of the City as evidenced by his

execution of the commitments for said Bond Insurance Policy and Surety Bond and other additional documents and certificates. The Governing Body hereby authorizes and approves the execution of said commitments for said Bond Insurance Policy and Surety Bond by the Mayor of the City or an Authorized Officer, for and on behalf of the City. In addition, if required by the Bond Insurer, the City will provide a closing certificate covering matters as outlined in the Commitment Letters and will provide continuing disclosure of information as provided in the Commitment Letters.

SECTION 38. That the Governing Body of the City hereby authorizes the negotiation of the sale of the Bonds to the Purchaser and authorizes the execution by the Mayor and Clerk of the Governing Body of the Placement Agreement in substantially the same form attached hereto as **EXHIBIT B** for and on behalf of the City, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same (the execution thereof shall constitute conclusive evidence approval of any such completions, changes, insertions and modifications).

SECTION 39. This resolution shall serve as notice to the 2012 Trustee/Paying Agent, the 2013 Trustee/Paying Agent and the 2016 Trustee/Paying Agent of the City's desire to provide for refunding of the Refunded 2012 Bank Bonds, the Refunded 2013 Bank Bonds and the Refunded 2016 Bank Bonds, respectively.

SECTION 40. The form of and the execution by the Mayor or Clerk of the 2012 Bank Bonds Notice of Refunding/Redemption, attached hereto as **EXHIBIT D** is hereby approved.

SECTION 41. The form of and the execution by the Mayor or Clerk of the 2013 Bonds Notice of Notice of Refunding/Redemption, attached hereto as **EXHIBIT E** is hereby approved.

SECTION 42. The form of and the execution by the Mayor or Clerk of the 2016 Bank Bonds Notice of Refunding/Redemption, attached hereto as **EXHIBIT F** is hereby approved.

SECTION 43. That the Governing Body hereby approves the form of the Escrow Agreement, respectively, attached hereto as **EXHIBIT G**, for and on behalf of said Governing Body, and authorizes the execution by the Authorized Officers of the Governing Body of the Escrow Agreement in substantially the same form for and on behalf of said Governing Body.

SECTION 44. That the Governing Body hereby approves the appointment of Escrow Agent under the terms and provisions of the Escrow Agreement.

SECTION 45. The Governing Body hereby authorizes the Escrow Agent to make the initial application with the Department of the Treasury, Bureau of Public Debt, Division of Special Investments, Parkersburg, West Virginia for SLGS, if such application is deemed necessary in connection with completing the Refunding 2012 Project and the Refunding 2013 Project. The Governing Body further authorizes the Mayor and/or Clerk to execute an Escrow Bidding Agent Agreement, as applicable, if such agreement is deemed necessary in connection with completing the Refunding Project.

SECTION 46. The Governing Body authorizes the preparation and submission of the final application for SLGS by the Escrow Agent if such application is deemed necessary in connection with completing the Refunding 2012 Project and the Refunding 2013 Project.

SECTION 47. The Governing Body hereby authorizes the appointment of The Arbitrage Group, Inc. as verification agent (the “**Verification Agent**”) in connection with the Refunded 2012 Bonds and the Refunded 2013 Bonds. The Verification Agent will verify the arithmetical accuracy of certain computations prepared by the Placement Agent.

SECTION 48. The Governing Body hereby finds and determines that (a) the Act provides that the Bonds may be secured by a pledge of the same source of security as the Refunded Bonds, or such other security as the Governing Body may lawfully pledge, or both; (b) the Bonds shall not be issued unless all of the requirements of the Act and other applicable laws of the State are met, including without limitation, the requirement of at least a two percent (2%) net present value savings for the Refunded Bonds; (c) the Bonds shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum as allowed by the Act.

SECTION 49. (a) Notwithstanding anything to the contrary in this resolution, if the Purchaser requires the Bonds to be held under a book-entry system, transfers of beneficial ownership of the Bonds will be effected pursuant to rules and procedures established by the Securities Depository. For purposes of this resolution, “**Securities Depository**” shall mean a recognized securities depository (or its successor or substitute) selected by the City to act as the securities depository maintaining a book-entry transfer system for the Bonds.

(b) As long as a book-entry system is in effect for the Bonds, the Securities Depository Nominee will be recognized as the registered owner of the Bonds for the purpose of (1) paying the principal of or interest on such Bonds, (2) giving any notice permitted or required to be given to registered owners of the Bonds under this resolution, (3) registering the transfer of such Bonds, and (4) requesting any consent or other action to be taken by the registered owners of such Bonds, and for all other purposes whatsoever, and neither the City nor the Paying and Transfer Agent (as hereinafter defined) shall be affected by any notice to the contrary. For the purposes of this resolution, “**Securities Depository Nominee**” shall mean, with respect to the Bonds and as to any Securities Depository, such Securities Depository or the nominee of such Securities Depository in whose name the Bonds shall be registered on the registration records of the City maintained by the Paying and Transfer Agent during the time such Bonds are held under a book-entry system through such Securities Depository.

(c) Neither the City nor the Paying and Transfer Agent shall have any responsibility or obligation to any participant, any beneficial owner or any other person claiming a beneficial ownership in any Bonds which are registered to a Securities Depository Nominee under or through the Securities Depository with respect to any action taken by the Securities Depository as registered owner of such Bonds.

(d) The Paying and Transfer Agent shall pay all principal of and interest on the Bonds issued under the book-entry system, only to the Securities Depository, or the Securities Depository Nominee, as the case may be, for such Bonds, and all such payments shall be valid

and effectual to fully satisfy and discharge the obligations with respect to the principal of and interest on such Bonds.

(e) In the event that the Governing Body determines that it is in the best interest of the City to discontinue the book-entry system of transfer for the Bonds, or that the interests of the beneficial owners of the Bonds may be adversely affected if the book-entry system is continued, then the City shall notify the Securities Depository and the Paying and Transfer Agent of such determination. In such event, the City shall execute and the Paying and Transfer Agent shall, pursuant to subsequent resolution of the Governing Body, authenticate, register and deliver physical certificates for the Bonds in exchange for the Bonds registered in the name of the Securities Depository. Such certificates shall be in fully registered form and transferable only upon the registration records of the City maintained by the Paying and Transfer Agent, by the registered owner thereof or by such registered owner's attorney, duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Paying and Transfer Agent, duly executed by the registered owner or such registered owner's duly authorized attorney in accordance with this resolution.

(f) In the event that the Securities Depository for the Bonds discontinues providing its services, the City shall either engage the services of another Securities Depository or deliver physical certificates in the manner described in subparagraph (e) above.

(g) In connection with any notice or other communication to be provided to the registered owners of the Bonds by the City or by the Paying and Transfer Agent with respect to any consent or other action to be taken by the registered owners, the City or the Paying and Transfer Agent, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository Nominee notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

(h) If required by the Purchaser, the Bonds may be issued initially under the book-entry system maintained by The Depository Trust Company, New York, New York ("DTC") and shall be registered in the name of Cede & Co., as the initial Securities Depository Nominee for the Bonds. As long as the Bonds are maintained by DTC under its book-entry system, all payments with respect to the principal of and interest on the Bonds and notices shall be made and given, respectively, to DTC.

SECTION 50. It is anticipated that the Bonds will be issued initially under the book-entry system maintained by DTC and will be assigned CUSIP per the Term Sheet as provided by the Purchaser.

SECTION 51. The Mayor and Clerk and any other Authorized Officer of the Governing Body are authorized to execute and deliver such resolutions, certificates and other documents as are required for the sale, issuance and delivery of the Bonds.

SECTION 52. 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.

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted this the 16th day of February, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 16th day of February, 2021.

CITY CLERK

MAYOR

(SEAL)

EXHIBIT A

[BOND FORM]

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE TRANSFER AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

**THE SALE, ASSIGNMENT, REPLACEMENT OR TRANSFER
OF THIS BOND IS SUBJECT TO THE RESTRICTIONS IMPOSED
THEREON BY THE WITHIN MENTIONED RESOLUTION.**

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

CITY OF HATTIESBURG

COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BOND

SERIES 2021

NO. _____ \$ _____

<u>Rate of Interest</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____%	_____	_____, 2021	

Registered Owner: Cede & Co.

Principal Amount: _____ DOLLARS

The City of Hattiesburg, State of Mississippi (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi, 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 Bond, at the principal office of the Hancock Whitney Bank, Jackson, Mississippi, or its successor, as paying agent (the "Paying Agent") for the Combined Water and Sewer System Revenue Refunding Bonds, Series 2021, of the City (the "Bonds"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Hancock

Whitney Bank, Jackson, Mississippi, or its successor, as transfer agent for the Bonds (the "**Transfer Agent**"), as of the 15th day of the calendar month preceding the maturity date hereof.

The City further promises to pay interest on such principal amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the rate of interest per annum set forth above, on June 1 and December 1 of each year (each an "**Interest Payment Date**"), commencing June 1, 2021, until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the 15th day of the calendar month preceding the applicable Interest Payment Date.

Payments of principal of and interest on this Bond shall be made by check or draft mailed on the Interest Payment Date to such Registered Owner at his address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day of the calendar month preceding the applicable principal or Interest Payment Date.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to denomination, number, rate of interest and date of maturity, issued in the aggregate authorized principal amount of not to exceed _____ Dollars (\$_____) to raise money sufficient for (i) (a) the refinance, prepayment and advance refunding of certain outstanding principal installments of the City's Promissory Note (Hattiesburg, Mississippi Combined Water & Sewer System Construction Project), dated March 29, 2012, issued in the original principal amount of \$12,500,000, securing a Loan Agreement, dated March 29, 2012, by and between the City and the Mississippi Development Bank, evidencing a loan between the City and the Mississippi Development Bank, and the subsequent advance refunding and redemption of a portion of the outstanding \$12,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated March 29, 2012, issued pursuant to an Indenture of Trust, dated March 29, 2012, by and between the Mississippi Development Bank and Hancock Whitney Bank, Jackson, Mississippi, (b) the refinance, prepayment and advance refunding of certain outstanding principal installments of the City's Promissory Note (Hattiesburg, Mississippi Combined Water & Sewer System Refunding and Construction Project), dated December 19, 2013, issued in the original principal amount of \$28,000,000, securing a Loan Agreement, dated December 19, 2013, by and between the City and the Mississippi Development Bank, evidencing a loan between the City and the Mississippi Development Bank, and the subsequent advance refunding and redemption of a portion of the outstanding \$28,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated December 19, 2013, issued pursuant to an Indenture of Trust, dated December 19, 2013, by and between the Mississippi Development Bank and Hancock Whitney Bank, Jackson, Mississippi; and (c) the refinance, prepayment and current refunding of certain outstanding principal installments of the City's Promissory Note (Hattiesburg, Mississippi Water & Sewer System Construction Project), dated August 18, 2016, issued in the original principal amount of \$25,000,000, securing a Loan Agreement, dated August 18, 2016, by and between the City and the Mississippi Development Bank, evidencing a loan between the City and the Mississippi Development Bank, and the subsequent current refunding and redemption of a portion of the outstanding \$25,000,000 Mississippi Development

Bank Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Water and Sewer System Construction Project), dated August 18, 2016, issued pursuant to an Indenture of Trust, dated August 18, 2016, by and between the Mississippi Development Bank and Regions Bank, Little Rock, Arkansas; (ii) funding a debt service reserve fund, including the payment of premium for a surety bond; and (iii) paying costs of issuance for the Bonds, including the payment of premium for the bond insurance policy.

This Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 31-27-1 et seq., Mississippi Code of 1972, as amended and/or supplemented from time to time, and by the further authority of proceedings duly had by the Mayor and City Council of the City, including resolution adopted February 16, 2021 (the "**Bond Resolution**").

The Bonds are subject to redemption in whole or in part, in principal amounts and maturities selected by the City on any date on or after December 1, 2027, at par, plus accrued interest to the date of redemption.

The Bonds are subject to mandatory sinking fund redemption as follows:

(INSERT MANDATORY 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 City, in its sole discretion, and shall select the Bonds to be redeemed by lot within a selected maturity, provided that Bonds shall be redeemed only in whole multiples of \$1,000.

Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least five (5) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

The Bonds are registered as to both principal and interest. The Bonds are to be issued or reissued in the denomination of \$100,000 or integral multiples of \$1,000 each, or integral multiples thereof up to the amount of a single maturity.

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

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

The principal of and interest on the Bonds shall be payable solely from the Revenues derived from the operation of the combined water and sewer system of the City (the "System"), subject to the prior payment of the reasonable and necessary expense of operating and maintaining the System and debt service on the SRF Loans (as defined in the Bond Resolution), as applicable and the parity lien of the Non-Refunded Bonds, all as defined and described in the Bond Resolution. The Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory restriction, limitation or provision, and the taxing power of the City is not pledged to the payment hereof, either as to principal or interest. Revenues shall be deposited in the Revenue Fund, as defined in the Bond Resolution, and then transferred to the 2021 Debt Service Fund for the payment of principal and interest on the Bonds.

The City covenants and agrees that it will perform all duties required by law and by the Bond Resolution; that it will apply the proceeds of this Bond to the purposes above set forth; that, as long as this Bond is outstanding, it will operate and maintain the System; that it will fix and maintain rates and make and collect charges for the services of the System, without regard to the user thereof, sufficient to provide for the operation and maintenance of the System in good repair and working order, and to provide for the payment of the principal of and interest on this Bond as same shall mature and accrue, all as set forth in the Bond Resolution; and that such an amount of the Net Revenues of the System as will maintain a 2021 Debt Service Fund on this Bond, as the same shall mature and accrue, is hereby irrevocably pledged to said purpose.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds, in order to make the same legal and binding limited obligations of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Bond, both principal and interest, the full faith and credit of the City are hereby irrevocably pledged.

This 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.

Terms capitalized herein shall have the same meaning as in the Bond Resolution, unless otherwise expressly provided herein.

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

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Mayor

COUNTERSIGNED:

City Clerk

(Seal)

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

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Bond Resolution and is one of the Combined Water and Sewer System Revenue Refunding Bonds, Series 2021, of the City of Hattiesburg, Mississippi.

HANCOCK WHITNEY BANK,
as Transfer Agent

BY: _____
Authorized Officer

Date of Registration and Authentication: _____

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

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPI
COUNTY OF FORREST
CITY OF HATTIESBURG

I, the undersigned City Clerk of the City of Hattiesburg, Mississippi, do hereby certify that the within 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 ____, 2021.

(Seal)

City Clerk

ASSIGNMENT

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

(Name and Address of Assignee)

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

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

Signatures guaranteed:

NOTICE: Signature(s) must be guaranteed by an approved eligible guarantor institution, an institution that is a participant in a Securities Transfer Association recognized signature guarantee program.

(Authorized Officer)

Date of Assignment: _____

Insert Social Security Number or Other
Tax Identification Number of Assignee: _____

EXHIBIT B

PLACEMENT AGREEMENT

EXHIBIT C

COMMITMENT OF BOND INSURER

EXHIBIT D

FORM OF NOTICE OF REFUNDING/REDEMPTION FOR 2012 BANK BONDS

February 16, 2021

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

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

Hancock Whitney Bank
Attn: Corporate Trust Administration
248 East Capitol, Suite 820
Jackson, MS 39201

RE: Advance refunding of certain outstanding principal installments of the City of Hattiesburg, Mississippi (the "**City**") \$12,500,000 Promissory Note (Hattiesburg, Mississippi Combined Water & Sewer System Construction Project), dated March 29, 2012 (the "**2012 Note**"), maturing on March 1 in the years 2025 through 2032, both inclusive (the "**Refunded 2012 Note**") securing a Loan Agreement, dated March 29, 2012 (the "**2012 Loan Agreement**"), by and between the City and the Mississippi Development Bank and the subsequent advance refunding of a portion of the outstanding \$12,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated March 29, 2012 (the "**2012 Bank Bonds**"), maturing on March 1 in the years 2025 through 2032, both inclusive (the "**Refunded 2012 Bank Bonds**") and the redemption of the Refunded 2012 Bank Bonds maturing on March 1 in the years 2025 through 2032, both inclusive (the "**Callable 2012 Bank Bonds**")

Dear Sir:

The Mayor and City Council (the "**Governing Body**") of the City of Hattiesburg, Mississippi (the "**City**"), acting for and on behalf of the City, did adopt a resolution, which authorized the advance refunding of the Refunded 2012 Bank Bonds and the optional redemption of the Callable 2012 Bank Bonds at a redemption price of 100%. The Governing Body does hereby irrevocably exercise its option to refinance, prepay and advance refund the Refunded 2012 Note under the provisions of the 2012 Loan Agreement and advance refund the Refunded 2012 Bank Bonds under the provisions of the Indenture of Trust, dated March 29, 2012 (the "**2012 Indenture**"), by and between the Mississippi Development Bank and Hancock Whitney Bank, Jackson, Mississippi, as trustee (the "**2012 Trustee**") and to optionally redeem at a redemption price of 100% the Callable 2012 Bank Bonds effective March 1, 2022. Such optional redemption shall be carried out in accordance with the provisions of the 2012 Loan Agreement and the 2012 Indenture and the 2012 Trustee is hereby authorized to utilize the funds provided to it by Hancock Whitney Bank, as Escrow Agent (the "**Escrow Agent**") for such optional redemption, said funds being provided from the proceeds of the City's Combined Water

and Sewer System Revenue Refunding Bonds, Series 2021, to be dated the date of delivery thereof (the "**Bonds**").

From the date of the issuance of the Bonds, the 2012 Trustee shall provide for the payment of principal of and interest on the Refunded 2012 Bank Bonds including the redemption price of the Callable 2012 Bank Bonds from the funds (together with interest earnings thereon) provided to it by the Escrow Agent.

It is the responsibility of the 2012 Trustee to assure that all publications and form of redemption notices conform to the requirements of the 2012 Indenture.

Sincerely,

(Type Name of Mayor or Clerk of the City of
Hattiesburg, Mississippi)

Cc: Municipal Securities Rulemaking Board (via <http://emma.msrb.org>)
Assured Guaranty Municipal Corporation (via municdisclosure@assuredguaranty.com)
RE: Bond Insurance Policy No. 214529-N
Surety Bond No.214529-R

EXHIBIT E

FORM OF NOTICE OF REFUNDING/REDEMPTION FOR 2013 BANK BOND

February 16, 2021

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

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

Hancock Whitney Bank
Attn: Corporate Trust Administration
248 East Capitol, Suite 820
Jackson, MS 39201

RE: Advance refunding of certain outstanding principal installments of the City of Hattiesburg, Mississippi (the "**City**") \$28,000,000 Promissory Note (Hattiesburg, Mississippi Combined Water & Sewer System Refunding and Construction Project), dated December 19, 2013 (the "**2013 Note**"), maturing on December 1 in the years 2028 through 2038, both inclusive (the "**Refunded 2013 Note**") securing a Loan Agreement, dated December 19, 2013 (the "**2013 Loan Agreement**"), by and between the City and the Mississippi Development Bank and the subsequent advance refunding of a portion of the outstanding \$28,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated December 19, 2013 (the "**2013 Bank Bonds**"), maturing on December 1 in the years 2028 through 2038, both inclusive (the "**Refunded 2013 Bank Bonds**") and the redemption of the Refunded 2013 Bank Bonds maturing on December 1 in the years 2028 through 2038, both inclusive (the "**Callable 2013 Bank Bonds**")

Dear Sir:

The Mayor and City Council (the "**Governing Body**") of the City of Hattiesburg, Mississippi (the "**City**"), acting for and on behalf of the City, did adopt a resolution, which authorized the advance refunding of the Refunded 2013 Bank Bonds and the optional redemption of the Callable 2013 Bank Bonds at a redemption price of 100%. The Governing Body does hereby irrevocably exercise its option to refinance, prepay and advance refund the Refunded 2013 Note under the provisions of the 2013 Loan Agreement and advance refund the Refunded 2013 Bank Bonds under the provisions of the Indenture of Trust, dated December 19, 2013 (the "**2013 Indenture**"), by and between the Mississippi Development Bank and Hancock Whitney Bank, Jackson, Mississippi, as trustee (the "**2013 Trustee**") and to optionally redeem at a redemption price of 100% the Callable 2013 Bank Bonds effective December 1, 2023. Such optional redemption shall be carried out in accordance with the provisions of the 2013 Loan Agreement and the 2013 Indenture and the 2013 Trustee is hereby authorized to utilize the funds provided to it by Hancock Whitney Bank, as Escrow Agent (the "**Escrow Agent**") for such optional redemption, said funds being provided from the proceeds of the City's Combined Water

and Sewer System Revenue Refunding Bonds, Series 2021, to be dated the date of delivery thereof (the "**Bonds**").

From the date of the issuance of the Bonds, the 2013 Trustee shall provide for the payment of principal of and interest on the Refunded 2013 Bank Bonds including the redemption price of the Callable 2013 Bank Bonds from the funds (together with interest earnings thereon) provided to it by the Escrow Agent.

It is the responsibility of the 2013 Trustee to assure that all publications and form of redemption notices conform to the requirements of the 2013 Indenture.

Sincerely,

(Type Name of Mayor or Clerk of the City of
Hattiesburg, Mississippi)

Cc: Municipal Securities Rulemaking Board (via <http://emma.msrb.org>)
Assured Guaranty Municipal Corporation (via municdisclosure@assuredguaranty.com)
RE: Bond Insurance Policy No. 215876-N
Surety Bond No. 215876-R

EXHIBIT F

FORM OF NOTICE OF REFUNDING/REDEMPTION FOR 2016 BANK BONDS

February 16, 2021

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

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

Regions Bank
Attn: Corporate Trust Department
400 West Capitol, 7th Floor
Little Rock, Arkansas 72201

RE: Current refunding of certain outstanding principal installments of the City of Hattiesburg, Mississippi (the "**City**") \$25,000,000 Promissory Note (Hattiesburg, Mississippi Combined Water & Sewer System Construction Project), dated August 18, 2016 (the "**2016 Note**"), maturing on August 18 in the years 2024 through 2026, both inclusive (the "**Refunded 2016 Note**") securing a Loan Agreement, dated August 18, 2016 (the "**2016 Loan Agreement**"), by and between the City and the Mississippi Development Bank and the subsequent current refunding of a portion of the outstanding \$25,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated August 18, 2016 (the "**2016 Bank Bonds**"), maturing on August 18 in the years 2024 through 2026, both inclusive (the "**Refunded 2016 Bank Bonds**") and the redemption of the Refunded 2016 Bank Bonds maturing on August 18 in the years 2024 through 2026, both inclusive (the "**Callable 2016 Bank Bonds**")

Dear Sir:

The Mayor and City Council (the "**Governing Body**") of the City of Hattiesburg, Mississippi (the "**City**"), acting for and on behalf of the City, did adopt a resolution (an executed copy of which is attached), which authorized the current refunding of the Refunded 2016 Bank Bonds and the optional redemption of the Callable 2016 Bank Bonds at a redemption price of 100%. The Governing Body does hereby irrevocably exercise its option to provide a conditional call notice of the refinance, prepayment and current refunding of the Refunded 2016 Note under the provisions of the 2016 Loan Agreement and the current refunding of the Refunded 2016 Bank Bonds under the provisions of the Indenture of Trust, dated August 18, 2016 (the "**2016 Indenture**"), by and between the Mississippi Development Bank and Regions Bank, Little Rock, Arkansas, as trustee (the "**2016 Trustee**") and to optionally redeem at a redemption price of 100% the Callable 2016 Bank Bonds effective March 19, 2021. Such optional redemption shall be carried out in accordance with the provisions of the 2016 Loan Agreement and the 2016 Indenture and the 2016 Trustee is hereby authorized to utilize the funds provided to it by The First, A National Banking Association, Hattiesburg, Mississippi, as Purchaser of the Bonds (as defined herein), for such optional redemption, said funds being provided from a portion of the

proceeds of the City's Combined Water and Sewer System Revenue Refunding Bonds, Series 2021, to be dated the date of delivery thereof (the "**Bonds**").

From the date of the issuance of the Bonds, the 2016 Trustee shall provide for the payment of principal of and interest on the Refunded 2016 Bank Bonds including the redemption price of the Callable 2016 Bank Bonds from the funds (together with interest earnings thereon) provided to it by the Escrow Agent.

It is the responsibility of the 2016 Trustee to assure that all publications and form of redemption notices conform to the requirements of the 2016 Indenture.

Sincerely,

(Type Name of Mayor or Clerk of the City of
Hattiesburg, Mississippi)

Cc: Municipal Securities Rulemaking Board (via <http://emma.msrb.org>)

EXHIBIT G
FORM OF ESCROW AGREEMENT

EXHIBIT H
TERM SHEET

PRIVATE PLACEMENT AGREEMENT

This **PRIVATE PLACEMENT AGREEMENT** dated February __, 2021 (this "**Placement Agreement**"), is by and between the **CITY OF HATTIESBURG, MISSISSIPPI** (the "**City**"), a body politic existing under the Constitution and laws of the State of Mississippi and, **RAYMOND JAMES & ASSOCIATES, INC.**, Memphis, Tennessee (the "**Placement Agent**").

WITNESSETH:

WHEREAS, the Mayor and City Council, acting for and on behalf of the City, has authorized the issuance of the City's \$____,000 Taxable Combined Water and Sewer System Revenue Refunding Bonds, Series 2021 (the "**Bonds**"), pursuant to the provisions of a Bond Resolution, adopted on February 16, 2021 (the "**Bond Resolution**"); and

WHEREAS, the proceeds of the Bonds will be used to provide funds for (a) the refinance, prepayment and advance refunding of the Refunded 2012 Note, and the contemporaneous advance refunding of the Refunded 2012 Bank Bonds, as described in Schedule I hereto; (b) the refinance, prepayment and advance refunding of the Refunded 2013 Note, and the contemporaneous advance refunding of the Refunded 2013 Bank Bonds, as described in Schedule I hereto; (c) the refinance, prepayment and current refunding of the Refunded 2016 Note, and the contemporaneous current refunding of the Refunded 2016 Bank Bonds, as described in Schedule I hereto; (d) funding the Debt Service Reserve Fund including the payment of premium for the Surety Bond; and (e) paying the costs of issuance of the Bonds, including the payment of premium for the Bond Insurance Policy; and

WHEREAS, the Bonds are more fully described in the Bond Resolution and in Schedule II attached hereto; and

WHEREAS, the City has employed the Placement Agent to act as its agent in connection with the private placement of the Bonds.

NOW, THEREFORE, for and in consideration of the covenants herein made, and upon the terms and subject to the conditions herein set forth, the parties hereto agree as follows:

Section 1. Definitions. All capitalized terms used herein and not otherwise herein defined shall have the meanings ascribed to them in the Bond Resolution.

Section 2. Appointment of Placement Agent. Pursuant to the Bond Resolution and this Placement Agreement, the City hereby appoints the Placement Agent as exclusive placement agent with respect to the Bonds, and the Placement Agent and the Purchaser hereby accepts such appointment, with such duties as described herein and in the Bond Resolution.

Section 3. Placement of the Bonds. The Placement Agent hereby agrees, as the agent of the City, to place the Bonds with The First, A National Banking Association, Hattiesburg, Mississippi (the "**Purchaser**") pursuant to the terms set forth in the Purchaser's Commitment to Finance, attached hereto as Schedule III. The Purchaser is to purchase the Bonds at a price as set

forth in Schedule IV (the "**Purchase Price**"). It is understood that the purchase of the Bonds by the Purchaser is subject to (a) receipt by the Placement Agent of an opinion of Butler Snow LLP, Ridgeland, Mississippi ("**Bond Counsel**") to the effect that the Bonds constitute valid and legally binding obligations of the City payable from a pledge of Net Revenues subject to the prior payment of the reasonable and necessary expense of operating and maintaining the System and debt service on the SRF Loans, if applicable, and the parity lien of the Non-Refunded Bonds; (b) the delivery of certificates in form and tenor satisfactory to the Placement Agent and the Purchaser evidencing the proper execution and delivery of the Bonds and receipt of payment therefor, including a statement of the City, dated as of the date of such delivery, to the effect that there is no litigation pending or, to the knowledge of the signer or signers thereof, threatened relating to the issuance, sale and delivery of the Bonds; and (c) satisfaction of other conditions specified in the Bond Resolution. The Purchaser shall be required to deposit the Purchase Price with the City on or before March 18, 2021 (the "**Closing Date**"), as set forth in Schedule IV attached hereto. Subject to the purchase of the Bonds by the Purchaser, the City will pay \$_____ from the proceeds of the Bonds or from other funds of the City to the Placement Agent for its Placement Agent Fee (the "**Placement Agent Fee**") on or after the Closing Date. The Bonds will be placed on the Closing Date with the Purchaser pursuant to the facilities of the Depository Trust Company ("DTC") in accordance with the exemptions set forth in Rule 15c2-12 of the Securities and Exchange Commission.

Section 4. Reserved.

Section 5. Payment to the City. The Placement Agent agrees that it will, on the Closing Date, wire transfer to the City or its agent, in immediately available funds an amount equal to the Purchase Price received from the Purchaser for settlement through the facilities of DTC. If the Placement Agent does not wire transfer the Purchase Price received from the Purchaser to the City on the Closing Date, or the Purchaser otherwise refuses to purchase the Bonds, the Placement Agent will use its reasonable best efforts to arrange for a substitute Purchaser for the Bonds on the terms set forth in Section 3.

Section 6. Limitation. Nothing contained in this Placement Agreement shall obligate the Placement Agent to purchase the Bonds in the event the Purchaser fails to pay the Purchase Price of the Bonds or in the event the Placement Agent is unable to arrange for the purchase of the Bonds.

Section 7. Fees and Expenses. The Placement Agent Fee set forth herein represents the total compensation due to the Placement Agent for its services under this Placement Agreement.

The City is responsible for all other expenses and fees due in connection with the sale, delivery and issuance of the Bonds which are to be paid from the balance of the proceeds of the Bonds not utilized for the refunding of the Refunded Bonds or from other funds of the City.

Section 8. Obligations of Placement Agent. The City acknowledges and agrees that this Placement Agreement does not constitute a guarantee by the Placement Agent to arrange the placement of the Bonds. It is understood that the Placement Agent's obligations under this Agreement are to use reasonable efforts throughout the term of this Placement Agreement to perform the services described herein. The City acknowledges and agrees that the Placement

Agent is being retained to act solely as placement agent for the Bonds, and not as an agent, advisor or fiduciary to the City, and that this Placement Agreement is not intended to confer rights or benefits on any member, affiliate, shareholder or creditor of the City or any other person or entity or to provide the City or any other person with any assurances that the transaction will be consummated.

The Placement Agent shall act as an independent contractor under this Placement Agreement, and not in any other capacity, including as a fiduciary. The City acknowledges and agrees that: (i) the transaction contemplated by this Placement Agreement is an arm's length, commercial transaction between the City and the Placement Agent in which the Placement Agent is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the City; (ii) the Placement Agent has not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Placement Agent has provided other services or is currently providing other services to the City on other matters); (iii) the only obligations the Placement Agent has to the City with respect to the transaction contemplated hereby expressly are set forth in this Placement Agreement; and (iv) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

Section 9. Governing Law. This Placement Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

Section 10. Counterparts. This Placement Agreement may be executed in one or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute but one and the same instrument.

Section 11. Binding Effect. This Placement Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns, except that no party hereto may assign any of its rights or obligations hereunder without the consent of the other party.

Section 12. Arm-Lengths Transaction. The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Placement Agreement is an arm's-length commercial transaction among the City, the Purchaser and the Placement Agent; (ii) in connection with such transaction, the Placement Agent is acting solely as a principal and not as an agent or a fiduciary of the City; (iii) the Placement Agent has not assumed a fiduciary responsibility in favor of the City with respect to placing the Bonds or the process leading thereto (whether or not the Placement Agent, or any affiliate of the Placement Agent, has advised or is currently advising the City on other matters) nor has it assumed any other obligation to the City except the obligations expressly set forth in this Placement Agreement, (iv) the Placement Agent has financial and other interests that differ from those of the City; and (v) the City has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the placement of the Bonds.

Section 13. Investor Letter. The Purchaser shall execute an Investor Letter in substance and in force satisfactory to the City and the Placement Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Placement Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

**RAYMOND JAMES & ASSOCIATES,
INC., as Placement Agent**

By: _____

Title: _____

**CITY OF HATTIESBURG,
MISSISSIPPI**

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(SEAL)

SCHEDULE I

REFUNDED BONDS

Mississippi Development Bank's \$12,500,000 Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated March 29, 2012

Maturity Date	Interest Rate	Principal Amount*	Redemption Date	Redemption Price
March 1, 2025	4.000%	\$660,000	March 1, 2022	100%
March 1, 2026	4.000	685,000	March 1, 2022	100
March 1, 2027	3.125	715,000	March 1, 2022	100
March 1, 2028	3.125	735,000	March 1, 2022	100
March 1, 2029	3.375	760,000	March 1, 2022	100
March 1, 2030	3.375	785,000	March 1, 2022	100
March 1, 2031	3.500	810,000	March 1, 2022	100
March 1, 2032	3.500	840,000	March 1, 2022	100
Total:		<u>\$5,990,000</u>		

Mississippi Development Bank's \$28,000,000 Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated December 19, 2013

Maturity Date	Interest Rate	Principal Amount*	Redemption Date	Redemption Price
December 1, 2028	4.000%	\$1,500,000	December 1, 2023	100%
December 1, 2029	4.000	1,500,000	December 1, 2023	100
December 1, 2030	4.250	1,500,000	December 1, 2023	100
December 1, 2031	4.375	1,600,000	December 1, 2023	100
December 1, 2032	4.500	1,700,000	December 1, 2023	100
December 1, 2033	4.500	1,800,000	December 1, 2023	100
December 1, 2034	5.000	200,000	December 1, 2023	100
December 1, 2035	5.000	210,000	December 1, 2023	100
December 1, 2036	5.000	220,000	December 1, 2023	100
December 1, 2037	5.000	230,000	December 1, 2023	100
December 1, 2038	5.000	245,000	December 1, 2023	100
December 1, 2034	4.750	1,655,000	December 1, 2023	100
December 1, 2035	4.750	1,740,000	December 1, 2023	100
December 1, 2036	4.750	1,825,000	December 1, 2023	100
December 1, 2037	4.750	1,915,000	December 1, 2023	100
December 1, 2038	4.750	2,010,000	December 1, 2023	100
Total:		<u>\$19,850,000</u>		

**\$25,000,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2016
(Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated
August 18, 2016**

Maturity Date	Interest Rate	Principal Amount*	Redemption Date	Redemption Price
August 18, 2024	3.030%	\$2,685,000	March 19, 2021	100%
August 18, 2025	3.030	2,765,000	March 19, 2021	100
August 18, 2026	3.030	2,850,000	March 19, 2021	100
Total:		<u>8,300,000</u>		

SCHEDULE II

MATURITY SCHEDULE

Maturity (December 1)	Principal Amount	Interest Rate	Yield	Price
2026*	,000	%	%	100%
2031*	,000			100
2038*	,000			100

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

REDEMPTION PROVISIONS

Optional Redemption. The Bonds are subject to redemption in whole or in part, in principal amounts and maturities selected by the City on any date on or after December 1, 2027, at par, plus accrued interest to the date of redemption.

Mandatory Sinking Fund Redemption. The Bonds are subject to mandatory sinking fund redemption as follows:

(a) The Bonds maturing on December 1, 2026, 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 Bond Resolution, on each December 1 in the principal amount for each year together with accrued interest to the date of redemption, as follows:

\$,000	
Bonds Maturing December 1, 2026	
<u>Year</u>	<u>Principal Amount</u>
2021	\$,000
2022	,000
2023	,000
2024	,000
2025	,000
2026*	,000

*Final Maturity

(b) The Bonds maturing on December 1, 2031, 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 Bond Resolution, on each December 1 in the principal amount for each year together with accrued interest to the date of redemption, as follows:

\$,000	
Bonds Maturing December 1, 2031	
<u>Year</u>	<u>Principal Amount</u>
2027	\$,000
2028	,000
2029	,000
2030	,000
2031*	,000

*Final Maturity

(c) The Bonds maturing on December 1, 2038, 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 Bond Resolution, on each December 1 in the principal amount for each year together with accrued interest to the date of redemption, as follows:

\$,000	
Bonds Maturing December 1, 2038	
<u>Year</u>	<u>Principal Amount</u>
2032	\$,000
2033	,000
2034	,000
2035	,000
2036	,000
2037	,000
2038*	,000

*Final Maturity

SCHEDULE III
COMMITMENT TO FINANCE

SCHEDULE IV
PURCHASE PRICE

Par Amount of Bonds	<u>\$.00</u>
PURCHASE PRICE DUE TO CITY:	<u>\$.00</u>



**MUNICIPAL BOND DEBT SERVICE RESERVE
INSURANCE COMMITMENT**

Issuer:	City of Hattiesburg, Mississippi	Effective Date: February 08, 2021
Member:	City of Hattiesburg, Mississippi	Expiration Date: May 08, 2021
Bonds:	Water and Sewer Bonds, Series 2021 insured by BAM in aggregate principal amount not to exceed \$38,616,000	
Premium:	2.75% of Policy Limit	

Policy Limit: An amount not to exceed the debt service reserve requirement for the Bonds insured by BAM as set forth in the Security Documents (the "Reserve Account Requirement"). The Policy Limit shall automatically and irrevocably be reduced from time to time by the amount of each reduction in the Reserve Account Requirement in accordance with the Security Documents

BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM"), a New York mutual insurance corporation, hereby commits to issue its Municipal Bond Debt Service Reserve Insurance Policy (the "Reserve Policy"), in the form attached hereto as **Exhibit A**, relating to the above-described debt obligations (the "Bonds"), subject to the terms and conditions contained herein or added hereto. All terms used herein and not otherwise defined shall have the meanings ascribed to them in the Bond Insurance Commitment referred to in Paragraph 1 below or, if not defined therein, in the Debt Service Reserve Agreement referred to in Paragraph 3(a) below.

To keep this Commitment in effect after the Expiration Date set forth above, a written request for renewal must be submitted to BAM prior to such Expiration Date. BAM reserves the right to deny or grant a renewal in its sole discretion. To keep the Commitment in effect to the Expiration Date set forth above, BAM must receive a duplicate of this Commitment executed by an authorized officer of the Issuer within ten days of the date of this Commitment.

THE RESERVE POLICY SHALL BE ISSUED UPON SATISFACTION OR THE WAIVER BY BAM OF THE FOLLOWING CONDITIONS, AND THE ISSUER AGREES AS FOLLOWS:

1. **Conditions to Municipal Bond Policy Satisfied.** All conditions required under the Municipal Bond Insurance Commitment, dated February 08, 2021 issued by BAM with respect to the Bonds (the "Bond Insurance Commitment") for the issuance of the municipal bond insurance policy to be issued thereunder shall have been satisfied and all of Bonds are simultaneously insured by BAM. All conditions set forth in this Commitment shall be in addition to the requirements set forth in Bond Insurance Commitment.
2. **The Transaction Documents** shall contain the document provisions set forth in **Exhibit B** hereto.
3. **Agreement and Related Opinions.** BAM shall be provided with the following:
 - (a) A copy of the Debt Service Reserve Agreement, substantially in the form of **Exhibit C**, duly executed by the Issuer, subject only to such changes as shall be agreed to by BAM, as evidenced by BAM's execution thereof (For your information, the form of legal opinion to be delivered by BAM at closing is attached hereto as **Exhibit D**).
 - (b) An opinion(s) of bond counsel or other counsel acceptable to BAM, addressed and in form and substance satisfactory to BAM, as to (i) the due authorization, validity and enforceability of the Debt Service Reserve Agreement, and (ii) if applicable, the Reserve Policy constitutes an instrument eligible for deposit to the credit of the debt service reserve fund or account (the "Reserve Fund") under the Security Documents, and as to such other matters as BAM shall reasonably request.
 - (c) Evidence of wire transfer of immediately available funds in an amount equal to the Premium stated above, unless alternative arrangements for the payment of such amount acceptable to BAM have been made prior to the delivery date of the Reserve Policy. Please see "Procedures for Premium Payment" attached hereto.
4. **Security for Repayment of Draws under the Reserve Policy, and Policy Costs.** The Security Documents shall secure repayment of draws under the Reserve Policy and all Policy Costs consistent with the terms of the Debt Service Reserve Agreement.
5. **Payments Due under the Policy.** All amounts on deposit under the Security Documents available to pay debt service on the Bonds (exclusive of the Reserve Policy) shall be used to pay such debt

service before any drawing may be made on the Reserve Policy or any other credit facility. Draws on the Reserve Policy may be used only to pay principal of and/or interest on the Bonds.

6. **Ascertainment of Amounts to be Drawn.** The Security Documents shall require the Trustee or Paying Agent to determine the necessity for a claim upon the Reserve Policy and to provide notice to BAM in accordance with the terms of the Reserve Policy.
7. **Final Documents.** Copies of all transaction documents and opinions required by this Commitment prepared subsequent to the date of this Commitment (black-lined to reflect all revisions from previously reviewed drafts) shall be furnished to BAM for review and approval at the same time and in the same manner as other transaction documents are required to be provided under (and as defined in) the Bond Insurance Commitment.
8. **Expiration of the Reserve Policy.** The Reserve Policy shall expire on the earlier of the date the Bonds are no longer outstanding and the final maturity date of the Bonds.

Closing Transcript. The closing transcript required to be provided to BAM pursuant to the Bond Insurance Commitment shall include all transaction documents and opinions required by this Commitment.

BUILD AMERICA MUTUAL ASSURANCE COMPANY



Authorized Officer

February 08, 2021
Date

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AGREED AND ACCEPTED

The undersigned, an authorized officer of the Issuer, agrees and accepts the conditions set forth above and further agrees that (i) if the debt service reserve fund requirement for the Bonds is met by a credit instrument, such credit instrument shall be a Reserve Policy provided by BAM in accordance with the terms of this Commitment; (ii) the Issuer has made an independent investigation and decision as to whether to satisfy its reserve fund requirement with the Reserve Policy or whether the Reserve Policy is appropriate or proper for it based upon its judgment and upon advice from such legal and financial advisers as it has deemed necessary; (iii) BAM has not made, and therefore the Issuer is not relying on, any recommendation from BAM that the Issuer satisfy its reserve fund requirement with or obtain the Reserve Policy, it being understood and agreed that any communications from BAM (whether written or oral) referring to, containing information about or negotiating the terms and conditions of the Reserve Policy, and any related insurance document or the documentation governing the Bonds, do not constitute a recommendation to insure the Bonds or obtain the Reserve Policy; (iv) the Issuer acknowledges that BAM has not made any representation, warranty or undertaking, and has not given any assurance or guaranty, in each case, expressed or implied, as to its future financial strength or the rating of BAM's financial strength by the rating agency; (v) the Issuer acknowledges that a credit or claims-paying rating of BAM assigned by a Rating Agency reflects only the views of, and an explanation of the significance of any such rating may be obtained only from, the assigning Rating Agency, any such rating may change or be suspended, placed under review or withdrawn by such Rating Agency if circumstances so warrant, and BAM compensates a Rating Agency to maintain a credit or claims-paying ability rating thereon, but such payment is not in exchange for any specific rating or for a rating within any particular range; and (vi) the Issuer also acknowledges that BAM may in its sole and absolute discretion at any time request that a Rating Agency withdraw any rating maintained in respect of BAM. Notwithstanding anything to the contrary set forth herein, the provisions set forth under subparagraphs (ii) through (vi) above shall survive the expiration or termination of this Commitment.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____

Title: _____

Date: _____

**PROCEDURES FOR PREMIUM PAYMENT
TO
BUILD AMERICA MUTUAL ASSURANCE COMPANY
("BAM")**

BAM's issuance of its municipal bond debt service reserve insurance policy at bond closing is contingent upon payment and receipt of the Premium. NO POLICY MAY BE RELEASED UNTIL PAYMENT OF SUCH AMOUNT HAS BEEN CONFIRMED BY BAM. Set forth below are the procedures to be followed for confirming the amount of the premium to be paid and for paying such amount:

Confirmation of Amount to be Paid:	Upon determination of the final debt service reserve fund requirement, fax or email such schedule to BAM Attention: Jill Schmidt Email: jschmidt@buildamerica.com Phone No.: (212) 235-2525 Fax No.: 212-962-1524
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Confirm with BAM's credit analyst that you are in agreement with respect to Reserve Fund Policy Limit and Premium on the transaction prior to the closing date.

Payment Date: Date of Delivery of the Bonds.

Method of Payment: Wire transfer of Federal Funds.

Wire Transfer Instructions:

Bank: First Republic Bank
ABA#: 321081669
Acct. Name: Build America Mutual Assurance Company
Account No.: 80001613703
Policy No.: POLICY# _____ (Include in OBI Field)

CONFIRMATION OF PREMIUM WIRE NUMBER AT CLOSING

BAM will accept as confirmation of the premium payment a wire transfer number and the name of the sending bank, to be communicated on the closing date to Deneica Glenn, Closing Coordinator, 212-235-2552, email: dglenn@buildamerica.com.

EXHIBIT A

Specimen Municipal Bond Debt Service Reserve Insurance Policy



**MUNICIPAL BOND DEBT
SERVICE RESERVE
INSURANCE POLICY**

ISSUER: ISSUER_NAME, STATE_NAME

Policy No: _____

MEMBER: MEMBER_COMPANY,
STATE_NAME

Effective Date: _____

BONDS: \$ _____ in aggregate
principal amount of _____

Risk Premium: \$ _____

Member Surplus Contribution: \$ _____

Total Insurance Payment: \$ _____

Maximum Policy Limit: \$ _____

BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM"), for consideration received, hereby UNCONDITIONALLY AND IRREVOCABLY agrees to pay to the trustee (the "Trustee") or paying agent (the "Paying Agent") for the Bonds named above under the Security Documents, subject only to the terms of this Policy (which includes each endorsement hereto), that portion of the principal of and interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer.

BAM will make payment as provided in this Policy to the Trustee or Paying Agent on the later of (i) the Business Day on which such principal and interest becomes Due for Payment and (ii) the first Business Day following the Business Day on which BAM shall have received a completed Notice of Nonpayment in a form reasonably satisfactory to it. A Notice of Nonpayment will be deemed received on a given Business Day if it is received prior to 1:00 p.m. (New York time) on such Business Day; otherwise, it will be deemed received on the next Business Day. If any Notice of Nonpayment received by BAM is incomplete, it shall be deemed not to have been received by BAM for purposes of this paragraph, and BAM shall promptly so advise the Trustee or Paying Agent who may submit an amended Notice of Nonpayment.

Payment by BAM to the Trustee or Paying Agent for the benefit of the Owners shall, to the extent thereof, discharge the obligation of BAM under this Policy. Upon disbursement under this Policy in respect of a Bond and to the extent of such payment, (a) BAM shall become the owner of such Bond, any appurtenant coupon to such Bond and right to receipt of payment of principal of or interest on such Bond and shall be fully subrogated to the rights of the Owner, including the Owner's right to receive payments under such Bond and (b) BAM shall become entitled to reimbursement of the amount so paid (together with interest and expenses) pursuant to the Security Documents and Debt Service Reserve Agreement.

The amount available under this Policy for payment shall not exceed the Policy Limit. The amount available at any particular time to be paid to the Trustee or Paying Agent under the terms of this Policy shall automatically be reduced by and to the extent of any payment under this Policy. However, after such payment, the amount available under this Policy shall be reinstated in full or in part, but only up to the Policy Limit, to the extent of the reimbursement of such payment (after taking into account the payment of interest and expenses) to BAM by or on behalf of the Issuer. Within three (3) Business Days of such reimbursement, BAM shall provide the Trustee or the Paying Agent with Notice of Reinstatement, in the form of Exhibit A attached hereto, and such reinstatement shall be effective as of the date BAM gives such notice.

Payment under this Policy shall not be available with respect to (a) any Nonpayment that occurs prior to the Effective Date or after the end of the Term of this Policy or (b) Bonds that are not outstanding under the Security Documents. If the amount payable under this Policy is also payable under another BAM issued policy insuring the Bonds, payment first shall be made under this Policy to the extent of the amount available under this Policy up to the Policy Limit. In no event shall BAM incur duplicate liability for the same amounts owing with respect to the Bonds that are covered under this Policy and any other BAM issued insurance policy.

Except to the extent expressly modified by an endorsement hereto, the following terms shall have the meanings specified for all purposes of this Policy. **"Business Day"** means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State of New York or the Insurer's Fiscal Agent (as hereinafter defined) are authorized or required by law or executive order to remain closed. **"Debt Service Reserve Agreement"** means the Debt Service Reserve Agreement, if any, dated as of the effective date hereof, in respect of this Policy, as the same may be amended or supplemented from time to time. **"Due for Payment"** means (a) when referring to the principal of a Bond, payable on the stated maturity date thereof or the date on which the same shall have been duly called for mandatory sinking fund redemption and does not refer to any earlier date on which payment is due by reason of call for redemption (other than by mandatory sinking fund redemption), acceleration or other advancement of maturity (unless BAM shall elect, in its sole discretion, to pay such principal due upon such acceleration together with any accrued interest to the date of acceleration) and (b) when referring to interest on a Bond, payable on the stated date for payment of interest. **"Nonpayment"** means, in respect of a Bond, the failure of the Issuer to have provided sufficient funds to the Trustee or, if there is no Trustee, to the Paying Agent for payment in full of all principal and interest that is Due for Payment on such Bond. "Nonpayment" shall also include, in respect of a Bond, any payment made to an Owner by or on behalf of the Issuer of principal or interest that is Due for Payment, which payment has been recovered from such Owner pursuant to the United States Bankruptcy Code in accordance with a final, nonappealable order of a court having competent jurisdiction. **"Notice"** means delivery to BAM of a notice of claim and certificate, by certified mail, email or telecopy as set forth on the attached Schedule or other acceptable electronic delivery, in a form satisfactory to BAM, from and signed by the Trustee or the Paying Agent, which notice shall specify (a) the person or entity making the claim, (b) the Policy Number, (c) the claimed amount, (d) payment instructions and (e) the date such claimed amount becomes or became Due for Payment. **"Owner"** means, in respect of a Bond, the person or entity who, at the time of Nonpayment, is entitled under the terms of such Bond to payment thereof, except that "Owner" shall not include the Issuer, the Member or any person or entity whose direct or indirect obligation constitutes the underlying security for the Bonds. **"Policy Limit"** means the dollar amount of the debt service reserve fund required to be maintained for the

Bonds by the Security Documents from time to time (the "Reserve Account Requirement"), or the portion of the Reserve Account Requirement for the Bonds provided by this Policy as specified in the Security Documents or Debt Service Reserve Agreement, if any, but in no event shall the Policy Limit exceed the Maximum Policy Limit set forth above. The Policy Limit shall automatically and irrevocably be reduced from time to time by the amount of or, if this Policy is only providing a portion of the Reserve Account Requirement, in the same proportion as, each reduction in the Reserve Account Requirement, as provided in the Security Documents or Debt Service Reserve Agreement. **"Security Documents"** means any resolution, ordinance, trust agreement, trust indenture, loan agreement and/or lease agreement and any additional or supplemental document executed in connection with the Bonds. **"Term"** means the period from and including the Effective Date until the earlier of (i) the maturity date for the Bonds and (ii) the date on which the Bonds are no longer outstanding under the Security Documents.

BAM may appoint a fiscal agent (the "Insurer's Fiscal Agent") for purposes of this Policy by giving written notice to the Trustee and the Paying Agent specifying the name and notice address of the Insurer's Fiscal Agent. From and after the date of receipt of such notice by the Trustee and the Paying Agent, (a) copies of all notices required to be delivered to BAM pursuant to this Policy shall be simultaneously delivered to the Insurer's Fiscal Agent and to BAM and shall not be deemed received until received by both and (b) all payments required to be made by BAM under this Policy may be made directly by BAM or by the Insurer's Fiscal Agent on behalf of BAM. The Insurer's Fiscal Agent is the agent of BAM only, and the Insurer's Fiscal Agent shall in no event be liable to the Trustee, Paying Agent or any Owner for any act of the Insurer's Fiscal Agent or any failure of BAM to deposit or cause to be deposited sufficient funds to make payments due under this Policy.

To the fullest extent permitted by applicable law, BAM agrees not to assert, and hereby waives, only for the benefit of each Owner, all rights (whether by counterclaim, setoff or otherwise) and defenses (including, without limitation, the defense of fraud), whether acquired by subrogation, assignment or otherwise, to the extent that such rights and defenses may be available to BAM to avoid payment of its obligations under this Policy in accordance with the express provisions of this Policy. This Policy may not be canceled or revoked.

This Policy is being issued under and pursuant to and shall be construed under and governed by the laws of the State of New York, without regard to conflict of law provisions.

This Policy sets forth in full the undertaking of BAM and shall not be modified, altered or affected by any other agreement or instrument, including any modification or amendment thereto. Except to the extent expressly modified by an endorsement hereto, any premium paid in respect of this Policy is nonrefundable for any reason whatsoever, including payment, or provision being made for payment, of the Bonds prior to maturity. **THIS POLICY IS NOT COVERED BY THE PROPERTY/CASUALTY INSURANCE SECURITY FUND SPECIFIED IN ARTICLE 76 OF THE NEW YORK INSURANCE LAW. THIS POLICY IS ISSUED WITHOUT CONTINGENT MUTUAL LIABILITY FOR ASSESSMENT.**

In witness whereof, BUILD AMERICA MUTUAL ASSURANCE COMPANY has caused this Policy to be executed on its behalf by its Authorized Officer.

BUILD AMERICA MUTUAL ASSURANCE
COMPANY

By: _____
Authorized Officer

SPECIMEN

Schedule

Notices (Unless Otherwise Specified by BAM)

Email:

claims@buildamerica.com

Address:

200 Liberty Street, 27th floor
New York, New York 10281

Telecopy:

212-962-1524 (attention: Claims)

SPECIMEN

EXHIBIT A

NOTICE OF REINSTATEMENT

[DATE]

[TRUSTEE][PAYING AGENT]
[INSERT ADDRESS]

Reference is made to the Municipal Bond Debt Service Reserve Insurance Policy, Policy No. _____ (the "Policy"), issued by Build America Mutual Assurance Company ("BAM"). The terms which are capitalized herein and not otherwise defined shall have the meanings specified in the Policy.

BAM hereby delivers notice that it is in receipt of payment from the [Issuer], or on its behalf, pursuant to the Security Documents or Debt Service Reserve Agreement, if any, and, as of the date hereof, the Policy Limit is \$_____, subject to reduction as the Reserve Account Requirement for the Bonds is reduced in accordance with the terms set forth in the Security Documents.

BUILD AMERICA MUTUAL ASSURANCE
COMPANY

By: _____

Name: _____

Title: _____

EXHIBIT B

With respect to the Municipal Bond Debt Service Reserve Insurance Policy, notwithstanding anything to the contrary set forth in the Authorizing Documents the Issuer and the Trustee agree to comply with the following provisions:

- (a) The Issuer shall repay any draws under the Municipal Bond Debt Service Reserve Insurance Policy (the "Reserve Policy") and pay all related reasonable expenses incurred by BAM (the "Bond Insurer"). Interest shall accrue and be payable on such draws and expenses from the date of payment by the Bond Insurer at the Late Payment Rate. "Late Payment Rate" means the lesser of (A) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such changes are announced by JPMorgan Chase Bank) plus 5%, and (ii) the then applicable highest rate of interest on the Bonds, and (B) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, Prime Rate shall be the publicly announced prime or base lending rate of such bank, banking association or trust company bank as the Bond Insurer in its sole and absolute discretion shall specify.

Repayment of draws and payment of expenses and accrued interest thereon at the Late Payment Rate (collectively, the "Policy Costs") shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Policy Costs related to such draw.

Amounts in respect of Policy Costs paid to the Bond Insurer shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to the Bond Insurer on account of principal due, the coverage under the Reserve Policy will be increased by a like amount, subject to the terms of the Reserve Policy.

All cash and investments in the Debt Service Reserve Fund established for the Bonds shall be transferred to the Debt Service Fund for payment of the debt service on the Bonds before any drawing may be made on the Reserve Policy or any other Reserve Fund Credit Instrument in lieu of cash.

Payment of any Policy Cost shall be made prior to replenishment of any cash amounts. Draws on all Reserve Fund Credit Instruments (including the Reserve Policy) on which there is available coverage shall be made on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Debt Service Reserve Fund. Payment of Policy Costs and reimbursement of amounts with respect to other Reserve Fund Credit Instruments shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Debt Service Reserve Fund. For the avoidance of doubt, "available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

- (b) Draws under the Reserve Policy may only be used to make payments on Bonds insured by the Bond Insurer.
- (c) If the Issuer shall fail to pay any Policy Costs in accordance with the requirements of paragraph (a) above, the Bond Insurer shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under this Indenture other than (i) acceleration of the maturity of the Bonds, or (ii) remedies which would adversely affect owners of the Bonds.
- (d) This Indenture shall not be discharged until all Policy Costs owing to the Bond Insurer shall have been paid in full. The Issuer's obligation to pay such amount shall expressly survive payment in full of the Bonds.
- (e) The Trustee shall ascertain the necessity for a claim upon the Reserve Policy in accordance with the provisions of paragraph (a) hereof and provide notice to the Bond Insurer at least three business days prior to each date upon which interest or principal is due on the Bonds.
- (f) The Reserve Policy shall expire on the earlier of the date the Bonds are no longer outstanding and the final maturity date of the Bonds.
- (g) Policy Costs due and owing shall be included in debt service requirements for purposes of calculation of the additional bonds test and the rate covenant in the Authorizing Document *[Lease/Loan Agreement]*.

EXHIBIT C

DEBT SERVICE RESERVE AGREEMENT

DEBT SERVICE RESERVE AGREEMENT, dated _____ (the "Agreement"), by and between City of Hattiesburg, Mississippi (the "Obligor") and BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM").

In consideration of the issuance by BAM of its Municipal Bond Debt Service Reserve Insurance Policy No. @@POLICY_NO@@ (the "Reserve Policy") with respect to the City of Hattiesburg, Mississippi Water and Sewer Bonds Series 2021 (the "Insured Obligations") issued under the [Indenture/Resolution/Ordinance] dated as of _____, between the [Obligor] [Issuer] and the [Trustee] (the "Trustee") (the "Authorizing Document") [, which bonds are secured by the [Lease/Loan] payments of the Obligor under the [Lease/Loan] Agreement dated as of _____ [the "[Lease/Loan] Agreement"] between the Issuer and the Obligor and the other revenue and collateral described in the Authorizing Document,] and the payment to BAM of the Insurance Payment for the Reserve Policy, the Obligor , Issuer and BAM hereby covenant and agree as follows:

1. The Obligor shall repay BAM any draws under the Reserve Policy and pay all Administrative Expenses (as defined below) incurred by BAM. Interest shall accrue and be payable on such draws and expenses from the date of payment by BAM at the Late Payment Rate. "Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 5%, and (ii) the then applicable highest rate of interest on the Insured Obligations and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate, the Prime Rate shall be the prime or base-lending rate of such national bank as BAM shall designate.
2. Repayment of draws and payment of Administrative Expenses and the interest accrued thereon at the Late Payment Rate (collectively, "Policy Costs") shall commence in the first month following each draw and each such monthly payment shall be in an amount at least equal to 1/12th of the aggregate of Policy Costs related to such draw[; *provided, however, that all such payments shall be due prior to termination of the [Lease] Agreement dated as of _____ between the Issuer and Obligor*]. Amounts in respect of Policy Costs paid to BAM shall be credited first to interest due, then to the expenses due and then to principal due. *[For Ca. RDA add: The Obligor shall include the repayment of Policy Costs in its Recognized Payment Obligation Schedule.]*
3. As and to the extent that payments are made to BAM on account of principal due, the coverage under the Reserve Policy will be reinstated by a like amount, subject to the terms of the Reserve Policy.

4. All cash and investments in the debt service reserve fund or account securing the Insured Obligations (the "Reserve Fund") shall be transferred to the debt service fund for payment of debt service on the Insured Obligations before any drawing may be made on the Reserve Policy or on any alternative credit instrument. Payment of any Policy Costs shall be made prior to replenishment of any such cash amounts. Draws on all alternative credit instruments (including the Reserve Policy) on which there is available coverage shall be made on a pro rata basis (calculated by reference to available coverage under each such alternative credit instrument) after applying available cash and investments in the Reserve Fund. Payment of Policy Costs and reimbursement of amounts with respect to alternative credit instruments shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Reserve Fund. For the avoidance of doubt, "available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.
5. Draws on the Reserve Policy may only be used to make payments on the Insured Obligations (and for the avoidance of doubt, not any other obligations of the *[Issuer or]* Obligor, whether issued on parity with the Insured Obligations, or otherwise).
6. If the Obligor shall fail to pay any Policy Costs in accordance with the requirements of the Authorizing Document and this Agreement, BAM shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under the Authorizing Document, other than (i) acceleration of the maturity of the Insured Obligations or (ii) remedies which would adversely affect owners of the Insured Obligations.
7. The Authorizing Document shall not be discharged until all Policy Costs owing to BAM shall have been paid in full. The Obligor's obligation to pay such amounts shall expressly survive payment in full of the Insured Obligations.
8. In order to secure the Obligor's payment obligations with respect to the Policy Costs, there is hereby granted and perfected in favor of BAM a security interest (subordinate only to that of the owners of the Insured Obligations) in all revenues and collateral pledged as security for the Insured Obligations *[payment obligations of the Obligor under the Lease/Loan Agreement]*.
9. Policy Costs due and owing shall be included in debt service requirements for purposes of calculation of the additional bonds test and the rate covenant in the Authorizing Document *[Lease/Loan Agreement]*.
10. The Trustee shall ascertain the necessity for a claim upon the Reserve Policy in accordance with the provisions of paragraph 4 hereof and shall provide notice to BAM in accordance with the terms of the Reserve Policy at least five business days prior to each date upon which interest or principal is due on the Insured Obligations. Where deposits are required to be made by the Obligor with the Trustee to the debt service fund for the Insured

Obligations more often than semi-annually, the Trustee shall give notice to BAM of any failure of the Obligor to make timely payment in full of such deposits within two business days of the date due.

11. The Obligor agrees unconditionally that it will pay or reimburse BAM on demand any and all reasonable charges, fees, costs, losses, liabilities and expenses that BAM may pay or incur, including, but not limited to, fees and expenses of BAM's agents, attorneys, accountants, consultants, appraisers and auditors and reasonable costs of investigations, in connection with the administration (including waivers and consents, if any), enforcement, defense, exercise or preservation of any rights and remedies in respect of this Agreement, the Authorizing Document and any other document executed in connection with the Insured Obligations ("Administrative Expenses"). For purposes of the foregoing, costs and expenses shall include a reasonable allocation of compensation and overhead attributable to the time of employees of BAM spent in connection with the actions described in the preceding sentence. The Obligor agrees that failure to pay any Administrative Costs on a timely basis will result in the accrual of interest on the unpaid amount at the Late Payment Rate, compounded semi-annually, from the date that payment is first due to BAM until the date BAM is paid in full.
12. The obligation of the Obligor to pay all amounts due under this Agreement shall be an absolute and unconditional obligation of the Obligor and will be paid or performed strictly in accordance with this Agreement.
13. So long as a default or event of default has occurred and is continuing under this Agreement, the Authorizing Document or any other document executed in connection with the Insured Obligations, the Obligor shall not be eligible for a dividend or any other economic benefit under BAM's organizational documents.
14. Notices to BAM shall be sent to the following address (or such other address as BAM may designate in writing): Build America Mutual Assurance Company, 200 Liberty Street, 27th Floor, New York, NY 10281, Attention: Surveillance, Re: Policy No. _____, Telephone: (212) 235-2500, Telecopier: (212) 235-1542, Email: notices@buildamerica.com; with a copy of such notice or other communication sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 235-5214.
15. If any one or more of the agreements, provisions or terms of this Agreement shall be for any reason whatsoever held invalid, then such agreements, provisions or terms shall be deemed severable from the remaining agreements, provisions or terms of this Agreement and shall in no way affect the validity or enforceability of the other provisions of this Agreement. In the event of any conflict in the terms of this Agreement and the Authorizing Document, the terms of this Agreement shall control.
16. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Authorizing Document.

17. This Agreement may be executed in counterparts, each of which alone and all of which together shall be deemed one original Agreement.

18. This Agreement and the rights and obligations of the parties to the Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, each of the parties hereto has duly executed and delivered this Agreement as of the date first above written.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Title:

BUILD AMERICA MUTUAL ASSURANCE COMPANY

By: _____
Title:

EXHIBIT D

BAM LEGAL OPINION

21



[CLOSING DATE]

[ADDRESSEES (ISSUER, UNDERWRITER AND TRUSTEE)]

Re: Bond Insurance Policy: Municipal Bond Insurance Policy No. [POLICY NO.]
DSR Policy: Debt Service Reserve Policy No. [POLICY NO.]
Member:
Bonds:
Official Statement: dated []

Ladies and Gentlemen:

I am Counsel of Build America Mutual Assurance Company, a New York mutual insurance company ("BAM"). You have requested my opinion in such capacity as to the matters set forth below in connection with the issuance by BAM of its above-referenced Bond Insurance Policy and DSR Policy (collectively, the "Policies"). In that regard, and for purposes of this opinion, I have examined such corporate records, documents and proceedings as I have deemed necessary and appropriate.

Based upon the foregoing, I am of the opinion that:

1. BAM is a mutual insurance company duly organized and validly existing under the laws of the State of New York and authorized to transact financial guaranty insurance business therein.
2. The Policies have been duly authorized, executed and delivered by BAM.
3. Each of the Policies constitutes the valid and binding obligation of BAM, enforceable in accordance with its terms, subject, as to the enforcement of remedies, to bankruptcy, insolvency, reorganization, rehabilitation, moratorium and other similar laws affecting the enforceability of creditors' rights generally applicable in the event of the bankruptcy or insolvency of BAM and to the application of general principles of equity.
4. The issuance of the Policies qualifies the Member as a member of BAM until the Bonds are no longer outstanding. As a member of BAM, the Member is entitled to certain rights and privileges as provided in BAM's charter and by-

laws and as may otherwise be provided under New York law. The Policies are non-assessable and create no contingent mutual liability.

In addition, please be advised that I have reviewed the description of the Bond Insurance Policy under the caption "BOND INSURANCE" in the Official Statement related to the above-referenced Bonds. There has not come to my attention any information which would cause me to believe that the description of the Bond Insurance Policy, as of the date of the Official Statement or as of the date of this opinion, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Please be advised that except as described above, I express no opinion with respect to any information contained in, or omitted, from the Official Statement.

I am a member of the Bar of the State of New York, and do not express any opinion as to any law other than the laws of the State of New York.

This letter and the legal opinions herein are intended for the information solely of the addressees hereof and solely for the purposes of the transactions described in the Official Statement and are not to be relied upon by any other person or entity (including, without limitation, any person or entity that acquires bonds from an addressee of this letter.) I do not undertake to advise you of matters that may come to my attention subsequent to the date hereof that may affect the conclusions expressed herein.

Very truly yours,



MUNICIPAL BOND INSURANCE COMMITMENT

ISSUER: City of Hattiesburg, Mississippi

MEMBER: City of Hattiesburg, Mississippi

Effective Date: February 08, 2021

Expiration Date: May 08, 2021

BONDS: Water and Sewer Bonds, Series 2021
in aggregate principal amount not to exceed \$38,616,000

Insurance Payment: 0.350% of the Total Debt Service on the Bonds

BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM") hereby commits, subject to the terms and conditions contained herein or added hereto, to issue its Municipal Bond Insurance Policy (the "Policy") relating to the Bonds referenced above (the "Bonds") issued by or on behalf of the Member. To keep this Commitment in effect after the Expiration Date set forth above, a written request for renewal must be submitted to BAM prior to such Expiration Date. BAM reserves the right to grant or deny a renewal in its sole discretion.

THE MUNICIPAL BOND INSURANCE POLICY SHALL BE ISSUED IF THE FOLLOWING CONDITIONS ARE SATISFIED:

1. The documents to be executed and delivered in connection with the issuance and sale of the Bonds (collectively, the "Security Documents"), shall not contain any untrue or misleading statement of a material fact and shall not fail to state a material fact necessary in order to make the information contained therein not misleading.
2. No event shall occur which would permit any underwriter or purchaser of the Bonds, otherwise required, not to be required to underwrite or purchase the Bonds on the date scheduled for the issuance and delivery thereof (the "Closing Date").
3. As of the Closing Date, there shall have been no material omissions or material adverse changes in, as to or affecting (i) the Member or the Bonds, including, without limitation, the security for the Bonds or (ii) any disclosure document relating to the Bonds (including any financial statements and other information included or incorporated by reference therein) (the "Official Statement"), the Security Documents to be executed and delivered with respect to the Bonds, any project to be financed with the proceeds of the Bonds (if applicable), the legal opinions to be delivered in connection with the issuance and sale of the Bonds, or any other information

submitted to BAM with respect to the issuance and sale of the Bonds, including the proposed debt service schedule of the Bonds, from information previously provided to BAM in writing.

4. The applicable Security Documents shall contain the document provisions set forth in Exhibit A hereto and shall be in form and substance acceptable to BAM. No variation shall be permitted therefrom except as specifically approved by BAM in writing prior to the Closing Date.

5. The Bonds shall contain no reference to BAM, the Policy or the insurance evidenced thereby except as may be approved in writing by BAM. BOND PROOFS SHALL BE APPROVED IN WRITING BY BAM PRIOR TO PRINTING. The Bonds shall bear a Statement of Insurance in the form found on BAM's website (www.buildamerica.com) and in Exhibit B hereto entitled "DOCUMENT, PRINTING AND DISCLOSURE INFORMATION FOR PUBLIC FINANCE TRANSACTIONS".

6. The Official Statement shall contain the language provided by BAM and only such other references to BAM as BAM shall supply or approve in writing, and BAM shall be provided with final drafts of any preliminary and final Official Statement at least two business days prior to printing/electronic posting. BAM SHALL BE PROVIDED WITH AN ELECTRONIC COPY OF THE OFFICIAL STATEMENT SEVEN (7) DAYS PRIOR TO CLOSING, unless BAM shall agree in writing to a shorter period.

7. BAM shall be provided with:

(a) Copies of any Terms Sheets and all Security Document drafts prepared subsequent to the date of this Commitment (blacklined to reflect all revisions from previously reviewed drafts) for review and approval. Final drafts of such documents shall be provided at least three (3) business days prior to the issuance of the Policy, unless BAM shall agree in writing to a shorter period. Copies of all drafts of the Security Documents shall be delivered to the BAM contacts specified in Exhibit 1.

(b) Copies of any consulting reports, feasibility studies, rate reports, engineer's reports or similar expert reports for review and approval, along with any revisions thereto (blacklined to reflect all revisions from previously reviewed drafts). Final drafts of such documents shall be provided at least three (3) business days prior to the issuance of the Policy, unless BAM shall agree in writing to a shorter period.

(c) The amortization schedule for, and final maturity date of, the Bonds, which schedule shall be acceptable to BAM. Please be aware that BAM will only insure fixed rate Bonds.

(d) A No-Litigation Certificate or a description of any material pending litigation relating to the Member or the Bonds and any opinions BAM shall request in connection therewith.

(e) A description of any material change in the Member's financial position from and after the date of the financial statements provided to BAM.

(f) Executed copies of all Security Documents, the Official Statement and the various legal opinions delivered in connection with the issuance and sale of the Bonds (which shall be dated the Closing Date and which, except for the opinions of counsel relating to the adequacy of

disclosure, shall be addressed to BAM or accompanied by a letter of such counsel permitting BAM to rely on such opinion as if such opinion were addressed to BAM), including, without limitation, the unqualified approving opinion of bond counsel, in form and substance satisfactory to BAM. The foregoing shall be in form and substance acceptable to BAM. (For your information, the form of legal opinion, primary market disclosure certificate and officer's certificate to be delivered by BAM at Closing is attached hereto as Exhibit C.)

(g) Evidence of wire transfer in federal funds of an amount equal to the Insurance Payment, unless alternative arrangements for the payment of such amount acceptable to BAM have been made prior to the Closing Date.

8. In the event the Bonds are sold in a private placement transaction, (i) BAM shall receive a closing certificate, in form and substance acceptable to BAM, covering the matters in Paragraphs 7 (d) and (e) together with COVID disclosure information, (ii) the Issuer shall agree to provide BAM with continuing disclosure consistent with any Continuing Disclosure Agreement for any previously issued public debt of the Issuer (irrespective of whether or not that debt remains outstanding) or enter into such other agreement for continuing disclosure acceptable to BAM and (iii) the Issuer shall provide BAM with copies of all documents and agreements, including without limitation any term sheet, side agreement and/or purchase agreement, executed or delivered in connection with the Bonds, which documents and agreements shall be in form and substance acceptable to BAM. Continuing disclosure shall include the following information:

Annual Continuing Disclosure to include:

Update on customer count

Top ten customer information

Number of accounts and dollar billings delinquent

Most recent year of audited financials

Any additional debt

Updated disclosure related to projects under consent decree

Rate covenant calculation and compliance certificate

Sign off by the City Manager or City Auditor as to accuracy of all information provided in the continuing disclosure.

Loan Agreement (if one)

Supplemental Indenture (if one)

9. Promptly, but in no event more than thirty (30) days after the Closing Date, BAM shall receive a link to or PDF file of, or two (2) CD-ROMs of, the final closing transcript of proceedings, or if a link or PDF file cannot be provided or a CD-ROM is not available, such other electronic form as BAM shall accept.

10. To maintain this commitment until the Expiration Date set forth above, BAM must receive a copy of the signature page of this Commitment fully executed by an authorized officer of the undersigned by the earlier of the date on which the Official Statement containing disclosure language regarding BAM is circulated and ten (10) days after the date of this Commitment.

11. All of the Series 2021 Bonds shall be insured by BAM.

REPRESENTATION AND AGREEMENT BY BAM

(a) BAM is a mutual insurance corporation organized under the laws of, and domiciled in, the State of New York.

(b) BAM covenants that it will only insure obligations of states, political subdivisions, an integral part of states or political subdivisions or entities otherwise eligible for the exclusion of income under Section 115 of the Internal Revenue Code of 1986, as amended, or any successor thereto.

(c) BAM covenants that it will not seek to convert to a stock insurance corporation.

(d) The issuance of the Policy qualifies the Member as a member of BAM until the Bonds are no longer outstanding. As a member of BAM, the Member is entitled to certain rights and privileges as provided in BAM's charter and by-laws and as may otherwise be provided under New York law, including the right to receive dividends if and when declared by BAM's Board of Directors. No dividends have been paid to date, and BAM has no current expectation that any dividends will be paid.

(e) The Policy is non-assessable and creates no contingent mutual liability.

(f) Refundings.

If (1) the Security Documents relating to the Bonds permit a legal defeasance (such that the bonds are no longer treated as outstanding under the Security Documents), (2) refunding bonds ("Refunding Bonds") will be issued for the purpose of legally defeasing such then outstanding BAM-insured Bonds (in this context, the "Refunded Bonds") and (3) upon their issuance (A) such Refunding Bonds have a final maturity date that is not later than the final Maturity Date of the Refunded Bonds, (B) the average annual debt service on the Refunding Bonds does not exceed the average annual debt service on the Refunded Bonds, and (C) the net proceeds of such Refunding Bonds are applied solely towards the legal defeasance of the Refunded Bonds and related costs of issuance, then, if BAM is requested to, and in its sole discretion determines to, offer a municipal bond insurance policy covering the Refunding Bonds (the "Refunding Policy") BAM will credit the then available Member Surplus Contribution for the Refunded Bonds against the insurance payment then charged with respect to the Refunding Bonds (proportionate to the amount of Refunding Bonds insured by BAM). If the Security Documents are silent on the matter of a legal defeasance, BAM may, in its sole and absolute discretion, accept such certificates, opinions and reports from or on behalf of the Member in connection with the issuance of such Refunding Bonds in order to establish to its satisfaction that the Refunding Bonds will be issued to retire the outstanding Refunded Bonds and that the Refunding Bonds comply with the criteria

set forth in clause (3) of the preceding sentence for the purpose of determining whether a supplemental Member Surplus Contribution is or is not required to be made at that time.

**BUILD AMERICA MUTUAL
ASSURANCE COMPANY**

A handwritten signature in black ink, consisting of several vertical strokes and a final horizontal stroke, positioned above the signature line.

Authorized Officer

February 08, 2021
Date

AGREED AND ACCEPTED

1. The undersigned agrees and accepts the conditions set forth above and further agrees that (i) if the Bonds (and any of the Bonds to be issued on the same date and for which BAM has issued a commitment) are insured by a policy of municipal bond insurance, such insurance shall be provided by BAM in accordance with the terms of this Commitment; (ii) it has made an independent investigation and decision as to whether to insure the payment when due of the principal of and interest on the Bonds and whether the Policy is appropriate or proper for it based upon its judgment and upon advice from such legal and financial advisers as it has deemed necessary; (iii) BAM has not made, and therefore it is not relying on, any recommendation from BAM that the Bonds be insured or that a Policy be obtained, it being understood and agreed that any communications from BAM (whether written or oral) referring to, containing information about or negotiating the terms and conditions of the Policy, and any related insurance document or the documentation governing the Bonds, do not constitute a recommendation to insure the Bonds or obtain the Policy; (iv) the undersigned acknowledges that BAM has not made any representation, warranty or undertaking, and has not given any assurance or guaranty, in each case, expressed or implied, as to its future financial strength or the rating of BAM's financial strength by the rating agency; (v) the undersigned acknowledges that a credit or claims-paying rating of BAM assigned by a Rating Agency reflects only the views of, and an explanation of the significance of any such rating may be obtained only from, the assigning Rating Agency, any such rating may change or be suspended, placed under review or withdrawn by such Rating Agency if circumstances so warrant, and BAM compensates a Rating Agency to maintain a credit or claims-paying ability rating thereon, but such payment is not in exchange for any specific rating or for a rating within any particular range; (vi) the undersigned acknowledges that BAM may in its sole and absolute discretion at any time request that a Rating Agency withdraw any rating maintained in respect of BAM; and (vii) BAM has made no representation that any dividend will be declared or paid while the Bonds are outstanding, the undersigned has no reason for expecting that any dividend will be declared or paid and the potential receipt of any dividend was not a reason for acquiring the Policy.

Notwithstanding anything to the contrary set forth herein, upon issuance of the Policy, the provisions set forth under subparagraphs (ii) through (vii) above and the representations and agreements of BAM shall survive the expiration or termination of this Commitment.

2. BAM may determine to designate the Bonds as GreenStar Bonds. Any such designation is based upon information obtained by BAM at the time of issuance of the Bonds and will appear on the cover of and be described under the caption "BOND INSURANCE - BAM GreenStar Bonds" in the Preliminary and Final Official Statements for the Bonds. Said designation will also be included in BAM's Credit Profiles and on BAM's website; it may also be included on lists of green bonds maintained by third parties (including, but not limited to, Bloomberg LP, ICE Data Services, the Municipal Advisory Council of Texas, and the Nasdaq Sustainable Bond Network).

3. The undersigned member hereby appoints Jeffrey Fried, General Counsel of Build America Mutual Assurance Company ("Build America"), as proxy with the power to appoint his substitute, and hereby authorizes him to represent and to cast all of the votes to which the undersigned is entitled to cast as of the record date for the annual meeting of Build America members to be held on Tuesday, April 27, 2021, or at any adjournment or postponement thereof. This proxy is solicited

on behalf of the management of Build America and will empower the holder to vote on the undersigned member's behalf for the election of members of the Board of Directors and such other business as may properly come before said annual meeting. This proxy can be revoked by giving Build America written notice of revocation (by email to generalcounsel@buildamerica.com, or by U.S. mail or private carrier to General Counsel, Build America, 200 Liberty Street, New York, NY 10281) received by Build America on or before April 23, 2021. This proxy may also be revoked if the undersigned member attends the annual meeting and chooses to vote in person.

Notwithstanding anything to the contrary set forth herein, upon issuance of the Policy, the provisions set forth under paragraphs 1, 2 and 3 above and the representations and agreements of BAM shall survive the expiration or termination of this Commitment.

Issuer: City of Hattiesburg
Bonds: Water and Sewer Bonds Series 2021

Insurance Payment: 0.350% of the Total Debt Service on the Bonds

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Authorized Officer

Date

EXHIBIT A

DOCUMENT PROVISIONS

EXHIBIT A

GENERAL REVENUE BOND TRANSACTION DOCUMENT PROVISIONS

The following terms and provisions (the “Insurer Provisions”) shall be incorporated into the Security Documents. If the Insurer Provisions are attached to any of the Security Document as an exhibit, such Security Document shall include a provision that incorporates by reference the Insurer Provisions directly into the Security Documents. The Insurer Provisions shall control and supersede any conflicting or inconsistent provisions in the Security Documents.

- 1) Notice and Other Information to be given to BAM. The [Issuer] [Obligor] will provide BAM with all notices and other information it is obligated to provide (i) under its Continuing Disclosure Agreement and (ii) to the holders of Insured Obligations or the Trustee under the Security Documents.

The notice address of BAM is: Build America Mutual Assurance Company, 200 Liberty Street, 27th Floor, New York, NY 10281, Attention: Surveillance, Re: Policy No. _____, Telephone: (212) 235-2500, Telecopier: (212) 235-1542, Email: notices@buildamerica.com. In each case in which notice or other communication refers to an event of default or a claim on the Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 235-5214 and shall be marked to indicate “URGENT MATERIAL ENCLOSED.”

- 2) Defeasance. The investments in the defeasance escrow relating to Insured Obligation shall be limited to non-callable, direct obligations of the United States of America and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, or as otherwise maybe authorized under State law and approved by BAM.

At least (three) 3 Business Days prior to any defeasance with respect to the Insured Obligations, the Issuer shall deliver to BAM draft copies of an escrow agreement, an opinion of bond counsel regarding the validity and enforceability of the escrow agreement and the defeasance of the Insured Obligations, a verification report (a “Verification Report”) prepared by a nationally recognized independent financial analyst or firm of certified public accountants regarding the sufficiency of the escrow fund. Such opinion and Verification Report shall be addressed to BAM and shall be in form and substance satisfactory to BAM. In addition, the escrow agreement shall provide that:

- a) Any substitution of securities following the execution and delivery of the escrow agreement shall require the delivery of a Verification Report, an opinion of bond

counsel that such substitution will not adversely affect the exclusion (if interest on the Insured Obligations is excludable) from gross income of the holders of the Insured Obligations of the interest on the Insured Obligations for federal income tax purposes and the prior written consent of BAM, which consent will not be unreasonably withheld.

- b) The [Issuer] [Obligor] will not exercise any prior optional redemption of Insured Obligations secured by the escrow agreement or any other redemption other than mandatory sinking fund redemptions unless (i) the right to make any such redemption has been expressly reserved in the escrow agreement and such reservation has been disclosed in detail in the official statement for the refunding bonds, and (ii) as a condition to any such redemption there shall be provided to BAM a Verification Report as to the sufficiency of escrow receipts without reinvestment to meet the escrow requirements remaining following any such redemption.
- c) The [Issuer] [Obligor] shall not amend the escrow agreement or enter into a forward purchase agreement or other agreement with respect to rights in the escrow without the prior written consent of BAM.

3) Trustee and Paying Agent.

- a) BAM shall receive prior written notice of any name change of the trustee (the "Trustee") or, if applicable, the paying agent (the "Paying Agent") for the Insured Obligations or the resignation or removal of the Trustee or, if applicable, the Paying Agent. Any Trustee must be (A) a national banking association that is supervised by the Office of the Comptroller of the Currency and has at least \$250 million of assets, (B) a state-chartered commercial bank that is a member of the Federal Reserve System and has at least \$1 billion of assets, or (C) otherwise approved by BAM in writing.
- b) No removal, resignation or termination of the Trustee or, if applicable, the Paying Agent shall take effect until a successor, meeting the requirements above or acceptable to BAM, shall be qualified and appointed.

4) Amendments, Supplements and Consents. BAM's prior written consent is required for all amendments and supplements to the Security Documents, with the exceptions noted below. The [Issuer] [Obligor] shall send copies of any such amendments or supplements to BAM and the rating agencies which have assigned a rating to the Insured Obligations.

- a) *Consent of BAM.* Any amendments or supplements to the Security Documents shall require the prior written consent of BAM with the exception of amendments or supplements:
 - i. To cure any ambiguity or formal defect or omissions or to correct any

inconsistent provisions in the transaction documents or in any supplement thereto, or

- ii. To grant or confer upon the holders of the Insured Obligations any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the holders of the Insured Obligations, or
 - iii. To add to the conditions, limitations and restrictions on the issuance of bonds or other obligations under the provisions of the Security Documents other conditions, limitations and restrictions thereafter to be observed, or
 - iv. To add to the covenants and agreements of the [Issuer/Obligor] in the Security Documents other covenants and agreements thereafter to be observed by the [Issuer/Obligor] or to surrender any right or power therein reserved to or conferred upon the [Issuer/Obligor].
 - v. To issue additional parity debt in accordance with the requirements set forth in the Security Documents (unless otherwise specified herein).
- b) *Consent of BAM in Addition to Bondholder Consent.* Whenever any Security Document requires the consent of holders of Insured Obligations, BAM's consent shall also be required. In addition, any amendment, supplement, modification to, or waiver of, any of the Security Documents that adversely affects the rights or interests of BAM shall be subject to the prior written consent of BAM.
- c) *Insolvency.* Any reorganization or liquidation plan with respect to the Issuer [or Obligor] must be acceptable to BAM. The Trustee and each owner of the Insured Obligations hereby appoint BAM as their agent and attorney-in-fact with respect to the Insured Obligations and agree that BAM may at any time during the continuation of any proceeding by or against the Issuer or Obligor under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Trustee and each owner of the Insured Obligations delegate and assign to BAM, to the fullest extent permitted by law, the rights of the Trustee and each owner of the Insured Obligations with respect to the Insured Obligations in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding.
- d) *Control by BAM Upon Default.* Anything in the Security Documents to the contrary notwithstanding, upon the occurrence and continuance of a default or an event of

default, BAM shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the Insured Obligations or the Trustee or Paying Agent for the benefit of the holders of the Insured Obligations under any Security Document. No default or event of default may be waived without BAM's written consent.

- e) *BAM as Owner.* Upon the occurrence and continuance of a default or an event of default, BAM shall be deemed to be the sole owner of the Insured Obligations for all purposes under the Security Documents, including, without limitations, for purposes of exercising remedies and approving amendments.
- f) *Consent of BAM for acceleration.* BAM's prior written consent is required as a condition precedent to and in all instances of acceleration.
- g) *Grace Period for Payment Defaults.* No grace period shall be permitted for payment defaults on the Insured Obligations. No grace period for a covenant default shall exceed 30 days without the prior written consent of BAM.
- h) *Special Provisions for Insurer Default.* If an Insurer Default shall occur and be continuing, then, notwithstanding anything in paragraphs 4(a)-(e) above to the contrary, (1) if at any time prior to or following an Insurer Default, BAM has made payment under the Policy, to the extent of such payment BAM shall be treated like any other holder of the Insured Obligations for all purposes, including giving of consents, and (2) if BAM has not made any payment under the Policy, BAM shall have no further consent rights until the particular Insurer Default is no longer continuing or BAM makes a payment under the Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph, "Insurer Default" means: (A) BAM has failed to make any payment under the Policy when due and owing in accordance with its terms; or (B) BAM shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of BAM (including without limitation under the New York Insurance Law).

5) Loan/Lease/Financing Agreement.

- a) The security for the Insured Obligations shall include a pledge and assignment of

any agreement with any underlying obligor that is a source of payment for the Insured Obligations (a "Financing Agreement") and a default under any Financing Agreement shall constitute an Event of Default under the Security Documents. In accordance with the foregoing, any such Financing Agreement is hereby pledged and assigned to the Trustee for the benefit of the holders of the Insured Obligations.

- b) Any payments by the Obligor under the Financing Agreement that will be applied to the payment of debt service on the Insured Obligations shall be made directly to the Trustee at least fifteen (15) days prior to each debt service payment date for the Insured Obligations.
- 6) BAM As Third Party Beneficiary. BAM is recognized as and shall be deemed to be a third party beneficiary of the Security Documents and may enforce the provisions of the Security Documents as if it were a party thereto.
- 7) Payment Procedure Under the Policy.

In the event that principal and/or interest due on the Insured Obligations shall be paid by BAM pursuant to the Policy, the Insured Obligations shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Issuer to the registered owners shall continue to exist and shall run to the benefit of BAM, and BAM shall be subrogated to the rights of such registered owners.

In the event that on the second (2nd) business day prior to any payment date on the Insured Obligations, the Paying Agent or Trustee has not received sufficient moneys to pay all principal of and interest on the Insured Obligations due on such payment date, the Paying Agent or Trustee shall immediately notify BAM or its designee on the same business day by telephone or electronic mail, of the amount of the deficiency. If any deficiency is made up in whole or in part prior to or on the payment date, the Paying Agent or Trustee shall so notify BAM or its designee.

In addition, if the Paying Agent or Trustee has notice that any holder of the Insured Obligations has been required to disgorge payments of principal of or interest on the Insured Obligations pursuant to a final, non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such holder within the meaning of any applicable bankruptcy law, then the Paying Agent or Trustee shall notify BAM or its designee of such fact by telephone or electronic mail, or by overnight or other delivery service as to which a delivery receipt is signed by a person authorized to accept delivery on behalf of BAM.

The Paying Agent or Trustee shall irrevocably be designated, appointed, directed and authorized to act as attorney-in-fact for holders of the Insured Obligations as follows:

- a) If there is a deficiency in amounts required to pay interest and/or principal on the

Insured Obligations, the Paying Agent or Trustee shall (i) execute and deliver to BAM, in form satisfactory to BAM, an instrument appointing BAM as agent and attorney-in-fact for such holders of the Insured Obligations in any legal proceeding related to the payment and assignment to BAM of the claims for interest on the Insured Obligations, (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Policy payment from BAM with respect to the claims for interest so assigned, (iii) segregate all such payments in a separate account (the "BAM Policy Payment Account") to only be used to make scheduled payments of principal of and interest on the Insured Obligation, and (iv) disburse the same to such respective holders; and

- b) If there is a deficiency in amounts required to pay principal of the Insured Obligations, the Paying Agent or Trustee shall (i) execute and deliver to BAM, in form satisfactory to BAM, an instrument appointing BAM as agent and attorney-in-fact for such holder of the Insured Obligations in any legal proceeding related to the payment of such principal and an assignment to BAM of the Insured Obligations surrendered to BAM, (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Policy payment therefore from BAM, (iii) segregate all such payments in the BAM Policy Payment Account to only be used to make scheduled payments of principal of and interest on the Insured Obligation, and (iv) disburse the same to such holders.

The Trustee shall designate any portion of payment of principal on Insured Obligations paid by BAM, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Insured Obligations registered to the then current holder, whether DTC or its nominee or otherwise, and shall issue a replacement Insured Obligation to BAM, registered in the name directed by BAM, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement Insured Obligation shall have no effect on the amount of principal or interest payable by the Issuer on any Insured Obligation or the subrogation or assignment rights of BAM.

Payments with respect to claims for interest on and principal of Insured Obligations disbursed by the Paying Agent or Trustee from proceeds of the Policy shall not be considered to discharge the obligation of the Issuer with respect to such Insured Obligations, and BAM shall become the owner of such unpaid Insured Obligations and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of the preceding paragraphs or otherwise. The Security Documents shall not be discharged or terminated unless all amounts due or to become due to BAM have been paid in full or duly provided for.

Irrespective of whether any such assignment is executed and delivered, the Issuer, [Obligor] and the Paying Agent and Trustee agree for the benefit of BAM that:

- a) They recognize that to the extent BAM makes payments directly or indirectly (*e.g.*, by paying through the Paying Agent or Trustee), on account of principal of or interest on the Insured Obligations, BAM will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer/Obligor, with interest thereon, as provided and solely from the sources stated in the Security Documents and the Insured Obligations; and
 - b) They will accordingly pay to BAM the amount of such principal and interest, with interest thereon as provided in the transaction documents and the Insured Obligations, but only from the sources and in the manner provided therein for the payment of principal of and interest on the Insured Obligations to holders, and will otherwise treat BAM as the owner of such rights to the amount of such principal and interest.
- 8) Additional Payments. The [Issuer] [Obligor] agrees unconditionally that it will pay or reimburse BAM on demand any and all reasonable charges, fees, costs, losses, liabilities and expenses that BAM may pay or incur, including, but not limited to, fees and expenses of BAM's agents, attorneys, accountants, consultants, appraisers and auditors and reasonable costs of investigations, in connection with the administration (including waivers and consents, if any), enforcement, defense, exercise or preservation of any rights and remedies in respect of the Security Documents ("Administrative Costs"). For purposes of the foregoing, costs and expenses shall include a reasonable allocation of compensation and overhead attributable to the time of employees of BAM spent in connection with the actions described in the preceding sentence. The [Issuer] [Obligor] agrees that failure to pay any Administrative Costs on a timely basis will result in the accrual of interest on the unpaid amount at the Late Payment Rate, compounded semi-annually, from the date that payment is first due to BAM until the date BAM is paid in full.

Notwithstanding anything herein to the contrary, the [Issuer][Obligor] agrees to pay to BAM (i) a sum equal to the total of all amounts paid by BAM under the Policy ("BAM Policy Payment"); and (ii) interest on such BAM Policy Payments from the date paid by BAM until payment thereof in full by the [Issuer][Obligor], payable to BAM at the Late Payment Rate per annum (collectively, "BAM Reimbursement Amounts") compounded semi-annually. Notwithstanding anything to the contrary, including without limitation the post default application of revenue provisions, BAM Reimbursement Amounts shall be, and the [Issuer][Obligor] hereby covenants and agrees that the BAM Reimbursement Amounts are, payable from and secured by a lien on and pledge of the same revenues and other collateral pledged to the Insured Obligations on a parity with debt service due on the Insured Obligations.

- 9) Debt Service Reserve Fund. The prior written consent of BAM shall be a condition precedent to the deposit of any credit instrument provided in lieu of a cash deposit into the Debt Service Reserve Fund, if any. Amounts on deposit in the Debt Service Reserve Fund shall be applied solely to the payment of debt service due on the Insured Obligations.

- 10) Exercise of Rights by BAM. The rights granted to BAM under the Security Documents to request, consent to or direct any action are rights granted to BAM in consideration of its issuance of the Policy. Any exercise by BAM of such rights is merely an exercise of the BAM's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the holders of the Insured Obligations and such action does not evidence any position of BAM, affirmative or negative, as to whether the consent of the holders of the Insured Obligations or any other person is required in addition to the consent of BAM.
- 11) BAM shall be entitled to pay principal or interest on the Insured Obligations that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Policy) and any amounts due on the Insured Obligations as a result of acceleration of the maturity thereof in accordance with the Security Documents, whether or not BAM has received a claim upon the Policy.
- 12) So long as the Insured Obligations are outstanding or any amounts are due and payable to BAM, the [Issuer/Obligor] shall not sell, lease, transfer, encumber or otherwise dispose of the [System] or any material portion thereof, except upon obtaining the prior written consent of BAM.
- 13) No contract shall be entered into or any action taken by which the rights of BAM or security for or source of payment of the Insured Obligations may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of BAM.
- 14) If an event of default occurs under any agreement pursuant to which any Obligation of the [Issuer/Obligor] has been incurred or issued and that permits the holder of such Obligation or trustee to accelerate the Obligation or otherwise exercise rights or remedies that are adverse to the interest of the holders of the Insured Obligations or BAM, as BAM may determine in its sole discretion, then an event of default shall be deemed to have occurred under this [Indenture] and the related Security Documents for which BAM or the Trustee, at the direction of BAM, shall be entitled to exercise all available remedies under the Security Documents, at law and in equity. For purposes of the foregoing "Obligation" shall mean any bonds, loans, certificates, installment or lease payments or similar obligations that are payable and/or secured on a parity or subordinate basis to the Insured Obligations.

15) Definitions.

"BAM" shall mean Build America Mutual Assurance Company, or any successor thereto.

"Insured Obligations" shall mean the [bonds].

"Issuer" shall mean the [Authority].

“Late Payment Rate” means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank, N.A., at its principal office in The City of New York, New York, as its prime or base lending rate (“Prime Rate”) (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank, N.A.) plus 5%, and (ii) the then applicable highest rate of interest on the Insured Obligations and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. In the event JPMorgan Chase Bank, N.A., ceases to announce its Prime Rate, the Prime Rate shall be the prime or base lending rate of such other bank, banking association or trust company as BAM, in its sole and absolute discretion, shall designate. Interest at the Late Payment Rate on any amount owing to BAM shall be computed on the basis of the actual number of days elapsed in a year of 360 days.

“Obligor” shall mean the [_____].

“Policy” shall mean the Municipal Bond Insurance Policy issued by BAM that guarantees the scheduled payment of principal of and interest on the Insured Obligations when due.

“Security Documents” shall mean the resolution, trust agreement, indenture, ordinance, loan agreement, lease agreement, bond, note, certificate and/or any additional or supplemental document executed in connection with the Insured Obligations.

EXHIBIT B

**DOCUMENT, PRINTING AND DISCLOSURE
INFORMATION FOR
PUBLIC FINANCE TRANSACTIONS**



BUILD AMERICA MUTUAL ASSURANCE COMPANY

DOCUMENT, PRINTING AND DISCLOSURE INFORMATION FOR PUBLIC FINANCE TRANSACTIONS

This information is intended for use by bond counsel, the underwriters, financial advisors, printers and preparers of municipal bond offerings that will be insured in whole or in part by Build America Mutual Assurance Company ("BAM").

Prior to any reference to BAM in your marketing efforts, including, but not limited to any preliminary or final Official Statement and any rating agency presentation, in respect of a BAM-insured issue, BAM must receive an executed copy of its Commitment Letter. Blacklined copies of each draft of each transaction document, preliminary and final official statements with Appendices, and bond form(s) should be delivered to BAM for review and comment with reasonable opportunity to submit any comments prior to printing or execution, but in any event not less than three business days prior to execution. Such documents shall be delivered to the BAM attorney working on the transaction. If you are uncertain of the proper person to whom to deliver the documents, please email the documents to: documents@buildamerica.com. Please identify the issuer, obligor and issue name in the subject line of the email.

BAM will deliver to Bond Counsel, at the pre-closing for any such municipal bond offering (such offering to the extent insured by BAM, the "Insured Obligations"), assuming the requirements of the Commitment Letter have been met,

- an opinion of counsel as to the validity of the policy,
- a disclosure, no default and tax certificate of BAM, the executed policy and
- other certificates, if any, required in the transaction.

Prior to closing, BAM will obtain the rating letter from Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, relating to any Insured Obligations. Note that any questions with regards to rating agency fees should be directed to the rating agency.

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BAM DIRECTORY

<u>Name</u>	<u>Title</u>	<u>Telephone</u>	<u>Email</u>
<u>BAM ATTORNEYS</u>			
Jill Greiss	Counsel	212-235-2515	jgreiss@buildamerica.com
<u>CLOSING COORDINATORS</u>			
Deneica Glenn		212-235-2552	dglenn@buildamerica.com
<u>BAM ANALYST</u>			
Jill Schmidt		(212) 235-2525	jschmidt@buildamerica.com

**BUILD AMERICA MUTUAL ASSURANCE COMPANY
("BAM")
DISCLOSURE INFORMATION
(FOR INCLUSION IN THE OFFICIAL STATEMENT)**

The following are BAM's requirements for printing the preliminary and final official statements:

1. Both the preliminary and final official statements must contain the information set forth in these Exhibits and BAM must be provided with final drafts for its approval and sign off thereon at least two business days prior to the printing thereof;
2. Any changes made to the BAM Disclosure Information for inclusion in the preliminary and final official statements must first be approved by BAM, and
3. BAM must receive an electronic copy of the final official statement seven (7) days prior to closing, unless BAM shall have agreed to some shorter period.

TO BE PRINTED ON THE COVER OF THE OFFICIAL STATEMENT:

The following language should be used when insuring:

1. THE ENTIRE ISSUE:

The scheduled payment of principal of and interest on the Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Bonds by **BUILD AMERICA MUTUAL ASSURANCE COMPANY**.

2. CAPITAL APPRECIATION BONDS:

The scheduled payment of principal of (or, in the case of Capital Appreciation Bonds, the accreted value) and interest on the Bonds when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Bonds by **BUILD AMERICA MUTUAL ASSURANCE COMPANY**.

3. PARTIAL MATURITIES (LESS THAN ENTIRE ISSUE):

The scheduled payment of principal of and interest on the Bonds maturing on _____ of the years ____ through _____, inclusive, with CUSIP #('s) _____ (collectively, the "Insured Bonds"), when due will be guaranteed under a municipal bond insurance policy to be issued concurrently with the delivery of the Insured Bonds by **BUILD AMERICA MUTUAL ASSURANCE COMPANY**.

4. CERTIFICATES OR NOTES:

Change all references from the Bonds to Certificates or Notes wherever necessary, but **DO NOT** change the reference to the policy from Municipal Bond Insurance Policy.

**PRINTER'S NOTE: USE BUILD AMERICA MUTUAL ASSURANCE COMPANY
LOGO AND INK #PMS BLUE 2736; REDS 199, 201 AND 1817.**

IF THE BONDS ARE GREENSTAR BONDS, SELECT THE GREENSTAR LOGO

THE LOGO MAY BE OBTAINED FROM BAM'S WEBSITE

[BAM GreenStar Logo \(for use on qualified official statements\)](#)

TO BE PRINTED IN THE BODY OF THE OFFICIAL STATEMENT OR AS AN EXHIBIT

USE THE FOLLOWING LANGUAGE WHEN INSURING THE ENTIRE ISSUE:

NOTE: The language under the subheading "Bond Insurance Policy" should be modified when insuring Capital Appreciation Bonds, Partial Maturities (less than the entire issue), Certificates and/or Notes.

BOND INSURANCE

BOND INSURANCE POLICY

Concurrently with the issuance of the Bonds, Build America Mutual Assurance Company ("BAM") will issue its Municipal Bond Insurance Policy for the Bonds (the "Policy"). The Policy guarantees the scheduled payment of principal of and interest on the Bonds when due as set forth in the form of the Policy included as an exhibit to this Official Statement.

The Policy is not covered by any insurance security or guaranty fund established under New York, California, Connecticut or Florida insurance law.

BUILD AMERICA MUTUAL ASSURANCE COMPANY

BAM is a New York domiciled mutual insurance corporation and is licensed to conduct financial guaranty insurance business in all fifty states of the United States and the District of Columbia. BAM provides credit enhancement products solely to issuers in the U.S. public finance markets. BAM will only insure obligations of states, political subdivisions, integral parts of states or political subdivisions or entities otherwise eligible for the exclusion of income under section 115 of the U.S. Internal Revenue Code of 1986, as amended. No member of BAM is liable for the obligations of BAM.

The address of the principal executive offices of BAM is: 200 Liberty Street, 27th Floor, New York, New York 10281, its telephone number is: 212-235-2500, and its website is located at: www.buildamerica.com.

BAM is licensed and subject to regulation as a financial guaranty insurance corporation under the laws of the State of New York and in particular Articles 41 and 69 of the New York Insurance Law.

BAM's financial strength is rated "AA/Stable" by S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("S&P"). An explanation of the significance of the rating and current reports may be obtained from S&P at www.standardandpoors.com. The rating of BAM should be evaluated independently. The rating reflects the S&P's current assessment of the creditworthiness of BAM and its ability to pay claims on its policies of insurance. The above rating is not a recommendation to buy, sell or hold the Bonds, and such rating is subject to revision or withdrawal at any time by S&P, including withdrawal initiated at the request of BAM in its sole discretion. Any downward revision or withdrawal of the above rating may have an adverse effect on the market price of the Bonds. BAM only guarantees scheduled principal and scheduled interest payments payable by the issuer of the Bonds on the date(s) when such amounts were initially scheduled to become due and payable (subject to and in accordance with the terms of the Policy), and BAM does not guarantee the market price or liquidity of the Bonds, nor does it guarantee that the rating on the Bonds will not be revised or withdrawn.

Capitalization of BAM

BAM's total admitted assets, total liabilities, and total capital and surplus, as of September 30, 2020 and as prepared in accordance with statutory accounting practices prescribed or permitted by the New York State Department of Financial Services were \$505.3 million, \$158.1 million and \$347.2 million, respectively.

BAM is party to a first loss reinsurance treaty that provides first loss protection up to a maximum of 15% of the par amount outstanding for each policy issued by BAM, subject to certain limitations and restrictions.

BAM's most recent Statutory Annual Statement, which has been filed with the New York State Insurance Department and posted on BAM's website at www.buildamerica.com, is incorporated herein by reference and may be obtained, without charge, upon request to BAM at its address provided above (Attention: Finance Department). Future financial statements will similarly be made available when published.

BAM makes no representation regarding the Bonds or the advisability of investing in the Bonds. In addition, BAM 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".

BAM GreenStar Bonds

The Bonds have been designated *BAM GreenStar Bonds* because BAM has determined that the use of bond proceeds by the Issuer as described in this Official Statement and in any additional information obtained by BAM aligns with one of the Green Bond Principles ("GBPs") developed by the International Capital Markets Association ("ICMA"). The GBPs were developed by the ICMA with the goal of establishing universally accepted guidelines for the issuance of green bonds, and one of the key requirements addresses the use of proceeds. BAM has been identified by the ICMA as an observer organization that is active in the field of green and/or social or sustainability finance and as a Climate Bond Initiative approved verifier. The GreenStar Credit Profile prepared by BAM for the Bonds will identify which of the following GBP categories applies to the Bonds:

- renewable energy
- energy efficiency
- pollution prevention and control
- environmentally sustainable management of living natural resources and land use
- terrestrial and aquatic biodiversity
- clean transportation
- climate change adaptation
- sustainable water and wastewater management
- green buildings

Each of the GBPs correlates to one of the following UN Sustainable Development Goals which will also be included in the GreenStar Credit Profile for the Bonds:

- clean water and sanitation
- affordable and clean energy
- sustainable cities and communities
- industry innovation and infrastructure
- responsible consumption and production
- climate action
- life below water
- life on land

The Issuer makes no representation regarding the applicability of or suitability of the GreenStar designation. The term "GreenStar" is neither defined in, nor related to, the security documents relating to the Bonds. The GreenStar designation is solely for identification purposes and is not intended to provide or imply that the owners of the Bonds are entitled to any security other than that described in this official statement. The Issuer is under no contractual or other legal

obligation to ensure compliance with any legal or other principles relating to "GreenStar" designation. The Issuer has made no commitment to provide ongoing reporting or information regarding the designation or compliance with the GBPs.

The BAM GreenStar designation is based upon an assessment by BAM at the time of the issuance of the Bonds and such designation by BAM reflects only the views of BAM. BAM does not charge a fee in connection with the designation, does not perform an audit and undertakes no duty of due diligence or independent verification of any information it receives. The designation is provided on an "AS IS" basis and is based on BAM's own investigation, studies, assumptions, and criteria using its reasonable best efforts. In issuing its GreenStar designation, BAM has assumed and relied upon the accuracy and completeness of the information made publicly available by the Issuer or that was otherwise made available to BAM. BAM makes no representation or warranty, express or implied, including, but not limited to, the accuracy, results, timeliness, completeness, merchantability or fitness for any particular purpose with respect to the designation. A complete description of BAM GreenStar, and its limitations and terms of use, are available on BAM's website <https://buildamerica.com/greenstar> and <https://buildamerica.com/terms-of-use> and incorporated herein by reference. The BAM GreenStar designation is determined solely by BAM; it has not been reviewed or approved by the issuer of or the underwriter for the Bonds, and the issuer and underwriter assume no responsibility for such designation.

BAM's GreenStar designation does not and is not intended to make any representation or give any assurance with respect to any other matter relating to the Bonds and is not a recommendation to any person to purchase, hold, or sell the Bonds. Such labeling does not address the market price, marketability or suitability of these Bonds for a particular investor. There is no assurance that the designation will be retained for any given period of time or that the designation will not be revised, suspended, or withdrawn by BAM if, in its judgment, circumstances so warrant.

Additional Information Available from BAM

Credit Insights Videos. For certain BAM-insured issues, BAM produces and posts a brief Credit Insights video that provides a discussion of the obligor and some of the key factors BAM's analysts and credit committee considered when approving the credit for insurance. The Credit Insights videos are easily accessible on BAM's website at www.buildamerica.com/videos. (The preceding website address is provided for convenience of reference only. Information available at such address is not incorporated herein by reference.)

Credit Profiles. Prior to the pricing of bonds that BAM has been selected to insure, BAM may prepare a pre-sale Credit Profile for those bonds. These pre-sale Credit Profiles provide information about the sector designation (e.g. general obligation, sales tax); a preliminary summary of financial information and key ratios; and demographic and economic data relevant to the obligor, if available. Subsequent to closing, for any offering that includes bonds insured by BAM, any pre-sale Credit Profile will be updated and superseded by a final Credit Profile to include information about the gross par insured by CUSIP, maturity and coupon. BAM pre-sale and final Credit Profiles are easily accessible on BAM's website at www.buildamerica.com/credit-profiles. BAM will produce a Credit Profile for all bonds insured by BAM, whether or not a pre-sale Credit Profile has been prepared for such bonds. (The preceding website address is provided for convenience of reference only. Information available at such address is not incorporated herein by reference.)

Disclaimers. The Credit Profiles and the Credit Insights videos and the information contained therein are not recommendations to purchase, hold or sell securities or to make any investment decisions. Credit-related and other analyses and statements in the Credit Profiles and the Credit Insights videos are statements of opinion as of the date expressed, and BAM assumes no responsibility to update the content of such material. The Credit Profiles and Credit Insight videos are prepared by BAM; they have not been reviewed or approved by the issuer of or the underwriter for the Bonds, and the issuer and underwriter assume no responsibility for their content.

BAM receives compensation (an insurance premium) for the insurance that it is providing with respect to the Bonds. Neither BAM nor any affiliate of BAM has purchased, or committed to purchase, any of the Bonds, whether at the initial offering or otherwise.

The Bond Insurance language for the Official Statement under the subheading “Bond Insurance Policy” should be replaced with the following language when insuring:

1. CAPITAL APPRECIATION BONDS:

Concurrently with the issuance of the Bonds, Build America Mutual Assurance Company (“BAM”) will issue its Municipal Bond Insurance Policy for the Bonds (the “Policy”). The Policy guarantees the scheduled payment of principal of (or, in the case of Capital Appreciation Bonds, the accreted value) and interest on the Bonds when due as set forth in the form of the Policy included as an exhibit to this Official Statement.

2. PARTIAL MATURITIES (LESS THAN THE ENTIRE ISSUE):

Concurrently with the issuance of the Bonds, Build America Mutual Assurance Company (“BAM”) will issue its Municipal Bond Insurance Policy (the “Policy”) for the Bonds maturing on _____ of the years _____ through _____, inclusive, with CUSIP #'s _____ (collectively, the “Insured Bonds”). The Policy guarantees the scheduled payment of principal of and interest on the Insured Bonds when due as set forth in the form of the Policy included as an exhibit to this Official Statement.

3. CERTIFICATES OR NOTES:

Change all references from the Bonds to Certificates or Notes wherever necessary, but **DO NOT** change the reference to the policy from Municipal Bond Insurance Policy.

**TO BE PRINTED ON THE INSIDE COVER OF OFFICIAL STATEMENT
AS PART OF THE DISCLAIMER STATEMENT:**

Build America Mutual Assurance Company (“BAM”) makes no representation regarding the Bonds or the advisability of investing in the Bonds. In addition, BAM 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 “Exhibit __ - Specimen Municipal Bond Insurance Policy”.

Specimen Municipal Bond Insurance Policy



MUNICIPAL BOND INSURANCE POLICY

ISSUER: [NAME OF ISSUER]

Policy No: _____

MEMBER: [NAME OF MEMBER]

BONDS: \$ _____ in aggregate principal
amount of [NAME OF TRANSACTION]
[and maturing on]

Effective Date: _____

Risk Premium: \$ _____

Member Surplus Contribution: \$ _____

Total Insurance Payment: \$ _____

BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM"), for consideration received, hereby UNCONDITIONALLY AND IRREVOCABLY agrees to pay to the trustee (the "Trustee") or paying agent (the "Paying Agent") for the Bonds named above (as set forth in the documentation providing for the issuance and securing of the Bonds), for the benefit of the Owners or, at the election of BAM, directly to each Owner, subject only to the terms of this Policy (which includes each endorsement hereto), that portion of the principal of and interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer.

On the later of the day on which such principal and interest becomes Due for Payment or the first Business Day following the Business Day on which BAM shall have received Notice of Nonpayment, BAM will disburse (but without duplication in the case of duplicate claims for the same Nonpayment) to or for the benefit of each Owner of the Bonds, the face amount of principal of and interest on the Bonds that is then Due for Payment but is then unpaid by reason of Nonpayment by the Issuer, but only upon receipt by BAM, in a form reasonably satisfactory to it, of (a) evidence of the Owner's right to receive payment of such principal or interest then Due for Payment and (b) evidence, including any appropriate instruments of assignment, that all of the Owner's rights with respect to payment of such principal or interest that is Due for Payment shall thereupon vest in BAM. A Notice of Nonpayment will be deemed received on a given Business Day if it is received prior to 1:00 p.m. (New York time) on such Business Day; otherwise, it will be deemed received on the next Business Day. If any Notice of Nonpayment received by BAM is incomplete, it shall be deemed not to have been received by BAM for purposes of the preceding sentence, and BAM shall promptly so advise the Trustee, Paying Agent or Owner, as appropriate, any of whom may submit an amended Notice of Nonpayment. Upon disbursement under this Policy in respect of a Bond and to the extent of such payment, BAM shall become the owner of such Bond, any appurtenant coupon to such Bond and right to receipt of payment of principal of or interest on such Bond and shall be fully subrogated to the rights of the Owner, including the Owner's right to receive payments under such Bond. Payment by BAM either to the Trustee or Paying Agent for the benefit of the Owners, or directly to the Owners, on account of any Nonpayment shall discharge the obligation of BAM under this Policy with respect to said Nonpayment.

Except to the extent expressly modified by an endorsement hereto, the following terms shall have the meanings specified for all purposes of this Policy. "Business Day" means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State of New York or the Insurer's Fiscal Agent (as defined herein) are authorized or required by law or executive order to remain closed. "Due for Payment" means (a) when referring to the principal of a Bond, payable on the stated maturity date thereof or the date on which the same shall have been duly called for mandatory sinking fund redemption and does not refer to any earlier date on which payment is due by reason of call for redemption (other than by mandatory sinking fund redemption), acceleration or other advancement of maturity (unless BAM shall elect, in its sole discretion, to pay such principal due upon such acceleration together with any accrued interest to the date of acceleration) and (b) when referring to interest on a Bond, payable on the stated date for payment of interest. "Nonpayment" means, in respect of a Bond, the failure of the Issuer to have provided sufficient funds to the Trustee or, if there is no Trustee, to the Paying Agent for payment in full of all principal and interest that is Due for Payment on such Bond. "Nonpayment" shall also include, in respect of a Bond, any payment made to an Owner by or on behalf of the Issuer of principal or interest that is Due for Payment, which payment has been recovered from such Owner pursuant to the United States Bankruptcy Code in accordance with a final, nonappealable order of a court having competent jurisdiction. "Notice" means delivery to BAM of a notice of claim and certificate, by certified mail, email or telecopy as set forth on the attached Schedule or other acceptable electronic delivery, in a form satisfactory to BAM, from and signed by an Owner, the Trustee or the Paying Agent, which notice shall specify (a) the person or entity making the claim, (b) the Policy Number, (c) the claimed amount, (d) payment instructions and (e) the date such claimed amount becomes or became Due for Payment. "Owner" means, in respect of a Bond, the person or entity who, at the time of Nonpayment, is entitled under the terms of such Bond to payment thereof, except that "Owner" shall not include the Issuer, the Member or any other person or entity whose direct or indirect obligation constitutes the underlying security for the Bonds.

BAM may appoint a fiscal agent (the "Insurer's Fiscal Agent") for purposes of this Policy by giving written notice to the Trustee, the Paying Agent, the Member and the Issuer specifying the name and notice address of the Insurer's Fiscal Agent. From and after the date of receipt of such notice by the Trustee, the Paying Agent, the Member or the Issuer (a) copies of all notices required to be delivered to BAM pursuant to this Policy shall be simultaneously delivered to the Insurer's Fiscal Agent and to BAM and shall not be deemed received until received by both and (b) all payments required to be made by BAM under this Policy may be made directly by BAM or by the Insurer's Fiscal Agent on behalf of BAM. The Insurer's Fiscal Agent is the agent of BAM only, and the Insurer's Fiscal Agent shall in no event be liable to the Trustee, Paying Agent or any Owner for any act of the Insurer's Fiscal Agent or any failure of BAM to deposit or cause to be deposited sufficient funds to make payments due under this Policy.

To the fullest extent permitted by applicable law, BAM agrees not to assert, and hereby waives, only for the benefit of each Owner, all rights (whether by counterclaim, setoff or otherwise) and defenses (including, without limitation, the defense of fraud), whether acquired by subrogation, assignment or otherwise, to the extent that such rights and defenses may be available to BAM to avoid payment of its obligations under this Policy in accordance with the express provisions of this Policy. This Policy may not be canceled or revoked.

This Policy sets forth in full the undertaking of BAM and shall not be modified, altered or affected by any other agreement or instrument, including any modification or amendment thereto. Except to the extent expressly modified by an endorsement hereto, any premium paid in respect of this Policy is nonrefundable for any reason whatsoever, including payment, or provision being made for payment, of the Bonds prior to maturity. THIS POLICY IS NOT COVERED BY THE PROPERTY/CASUALTY INSURANCE SECURITY FUND SPECIFIED IN ARTICLE 76 OF THE NEW YORK INSURANCE LAW. THIS POLICY IS ISSUED WITHOUT CONTINGENT MUTUAL LIABILITY FOR ASSESSMENT.

In witness whereof, BUILD AMERICA MUTUAL ASSURANCE COMPANY has caused this Policy to be executed on its behalf by its Authorized Officer.

BUILD AMERICA MUTUAL ASSURANCE COMPANY

By: _____
Authorized Officer

Notices (Unless Otherwise Specified by BAM)

Email:

claims@buildamerica.com

Address:

200 Liberty Street, 27th floor

New York, New York 10281

Telecopy:

212-962-1524 (attention: Claims)

SPECIMEN

STATEMENT OF INSURANCE
(Language for the Bond Form)

This form is not to be included in the Official Statement.

The Bonds shall bear a Statement of Insurance in the following form.

The following language should be used when insuring

1. THE ENTIRE ISSUE:

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to **{insert name of paying agent or trustee}, {city or county}, {state}**, or its successor, [as paying agent for the Bonds (the "Paying Agent")] [as trustee for the Bonds (the "Trustee")]. Said Policy is on file and available for inspection at the principal office of the [Paying Agent] [Trustee] and a copy thereof may be obtained from BAM or the [Paying Agent] [Trustee]. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM 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/Ordinance/Indenture] or this Bond, BAM 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 [Resolution/Ordinance/Indenture], at law or in equity.

2. CAPITAL APPRECIATION BONDS:

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of (or, in the case of Capital Appreciation Bonds, the accreted value) and interest on this Bond to **{insert name of paying agent or trustee}, {city or county}, {state}**, or its successor, as [paying agent for the Bonds (the "Paying Agent")] as trustee for the Bonds (the "Trustee"). Said Policy is on file and available for inspection at the principal office of the [Paying Agent] [Trustee] and a copy thereof may be obtained from BAM or the [Paying Agent] [Trustee]. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM 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/Ordinance/Indenture] or this Bond, BAM 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 [Resolution/Ordinance/Indenture], at law or in equity.

3. PARTIAL MATURITIES (LESS THAN ENTIRE ISSUE):

Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bonds maturing on _____ of the years _____ through _____, inclusive (the "Insured Bonds"), to **{insert name of paying agent or trustee}, {city or county}, {state}**, or its successor, [as paying agent for the Bonds (the "Paying Agent")] [as trustee for the Bonds (the "Trustee")]. Said Policy is on file and available for inspection at the principal office of the [Paying Agent] [Trustee] and a copy thereof may be obtained from BAM or the [Paying Agent] [Trustee]. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM 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/Ordinance/Indenture] or this Bond, BAM 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 [Resolution/Ordinance/Indenture], at law or in equity.

4. CERTIFICATES OR NOTES:

Change all references from the Bonds to Certificates or Notes wherever necessary, but **DO NOT** change the reference to the policy from Municipal Bond Insurance Policy.

**PROCEDURES FOR PREMIUM PAYMENT
TO BAM**

This form is not to be included in the Official Statement.

BAM's issuance of its municipal bond insurance policy at bond closing is contingent upon payment and receipt of the premium. NO POLICY MAY BE RELEASED UNTIL PAYMENT OF SUCH AMOUNT HAS BEEN CONFIRMED. Set forth below are the procedures to be followed for confirming the amount of the premium to be paid and for paying such amount:

Upon determination of the final debt service schedule, email or fax such schedule to the appropriate BAM Underwriter

Jill Schmidt

Phone No.: (212) 235-2525

Email: jschmidt@buildamerica.com

Confirm with the individual in our underwriting department that you are in agreement with respect to par and premium on the transaction prior to the closing date.

Payment Date: Date of Delivery of the Insured Bonds.

Method of Payment: Wire transfer of Federal Funds.

Wire Transfer Instructions:

Bank:	First Republic Bank
ABA#:	321081669
Acct. Name:	Build America Mutual Assurance Company
Account No.:	80001613703
Policy No.:	@@POLICY_NO@@ - (Include in OBI Field)

CONFIRMATION OF PREMIUM

BAM will accept as confirmation of the premium payment a wire transfer number and the name of the sending bank, to be communicated to the Closing Coordinator on the closing date:

Deneica Glenn	(212) 235-2552
Patrice James	(212) 235-2559
Jacqueline Kleinman	(212) 235-2564
Claudette Littlejohn	(212) 235-2572
Nolan Miller	(212) 235-2511

EXHIBIT C

BAM LEGAL OPINION AND CERTIFICATE

[CLOSING DATE]

[ADDRESSEES (ISSUER, UNDERWRITER AND TRUSTEE)]

Re: Municipal Bond Insurance Policy No. [POLICY NO.] With Respect to
\$ ____ [Name of Issuer] (the "Issuer")
____ Bonds, Series ____ (the "Bonds")

Ladies and Gentlemen:

I am Counsel of Build America Mutual Assurance Company, a New York mutual insurance company ("BAM"). You have requested my opinion in such capacity as to the matters set forth below in connection with the issuance by BAM of its above-referenced policy (the "Policy"). In that regard, and for purposes of this opinion, I have examined such corporate records, documents and proceedings as I have deemed necessary and appropriate.

Based upon the foregoing, I am of the opinion that:

1. BAM is a mutual insurance company duly organized and validly existing under the laws of the State of New York and authorized to transact financial guaranty insurance business therein.
2. The Policy has been duly authorized, executed and delivered by BAM.
3. The Policy constitutes the valid and binding obligation of BAM, enforceable in accordance with its terms, subject, as to the enforcement of remedies, to bankruptcy, insolvency, reorganization, rehabilitation, moratorium and other similar laws affecting the enforceability of creditors' rights generally applicable in the event of the bankruptcy or insolvency of BAM and to the application of general principles of equity.
4. The issuance of the Policy qualifies [the Issuer] as a member of BAM until [the Bonds] are no longer outstanding. As a member of BAM, [the Issuer] is entitled to certain rights and privileges as provided in BAM's charter and by-laws and as may otherwise be provided under New York law. The Policy is non-assessable and creates no contingent mutual liability.

In addition, please be advised that I have reviewed the description of the Policy under the caption "BOND INSURANCE" in the official statement relating to the above-referenced Bonds dated [DATE] (the "Official Statement"). There has not come to my attention any information which would cause me to believe that the description of the Policy referred to above, as of the date of the Official Statement or as of the date of

this opinion, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. Please be advised that I express no opinion with respect to any information contained in, or omitted from, "the Official Statement".

I am a member of the Bar of the State of New York, and do not express any opinion as to any law other than the laws of the State of New York.

This letter and the legal opinions herein are intended for the information solely of the addressees hereof and solely for the purposes of the transactions described in the Official Statement and are not to be relied upon by any other person or entity (including, without limitation, any person or entity that acquires bonds from an addressee of this letter.) I do not undertake to advise you of matters that may come to my attention subsequent to the date hereof that may affect the conclusions expressed herein.

Very truly yours,

**DISCLOSURE, NO DEFAULT AND TAX CERTIFICATE OF
BUILD AMERICA MUTUAL ASSURANCE COMPANY**

The undersigned hereby certifies on behalf of BUILD AMERICA MUTUAL ASSURANCE COMPANY ("BAM"), in connection with the issuance by BAM of its Policy No. [POLICY NO.] (the "Policy") in respect of the [\$AMOUNT] [NAME OF TRANSACTION] (the "Bonds") that:

(i) The information set forth under the caption "BOND INSURANCE-BUILD AMERICA MUTUAL ASSURANCE COMPANY" in the official statement dated [DATE], relating to the Bonds (the "Official Statement") is true and correct;

(ii) BAM is not currently in default nor has BAM ever been in default under any policy or obligation guaranteeing the payment of principal of or interest on an obligation;

(iii) The Policy is an unconditional and recourse obligation of BAM (enforceable by or on behalf of the holders of the Bonds) to pay the scheduled principal of and interest on the Bonds when due in the event of Nonpayment by the Issuer (as set forth in the Policy);

(iv) The insurance payment (inclusive of the sum of the Risk Premium and the Member Surplus Contribution) (the "Insurance Payment") is solely a charge for the transfer of credit risk and was determined in arm's length negotiations and is required to be paid to BAM as a condition to the issuance of the Policy;

(v) BAM will, for federal income tax purposes, treat the Insurance Payment as solely in consideration for the insurance risk it assumes in the Policy and not as consideration for an investment in BAM or its assets;

(vi) No portion of such Insurance Payment represents an indirect payment of costs of issuance, including rating agency fees, other than fees paid by BAM to maintain its rating, which, together with all other overhead expenses of BAM, are taken into account in the formulation of its rate structure, or for the provision of additional services by BAM, or represents a direct or indirect payment for any goods or services provided to the Issuer (including the right to receive a dividend), or the direct or indirect payment for a cost, risk or other element that is not customarily borne by insurers of tax-exempt bonds (in transactions in which the guarantor has no involvement other than as a guarantor);

(vii) BAM is not providing any services in connection with the Bonds other than providing the Policy, and except for the Insurance Payment, BAM will not use any portion of the Bond proceeds;

(viii) Except for payments under the Policy in the case of Nonpayment by the Issuer, there is no obligation to pay any amount of principal or interest on the Bonds by BAM;

(ix) (a) BAM has not paid any dividends to date, (b) BAM's Board of Directors has resolved that BAM's priorities for surplus, as it accumulates, will be to preserve capital strength and claims paying resources for the benefit of its members and secondarily to

return value by reducing premiums charged for its insurance, and (c) BAM has no current expectation that any dividends will be paid;

(x) BAM does not expect that a claim or any other payment will be made on or with respect to the Policy or by BAM to the Issuer; and

(xi) Neither the Issuer nor any other Obligor is entitled to a refund of the Insurance Payment for the Policy in the event a Bond is retired before the final maturity date.

BAM makes no representation as to the nature of the interest to be paid on the Bonds or the treatment of the Policy under Section 1.148-4(f) of the Income Tax Regulations.

BUILD AMERICA MUTUAL
ASSURANCE COMPANY

Authorized Officer

Dated: [CLOSING DATE]

Primary Market Disclosure Certificate
[Bond Description] (the "Insured Bonds")

For the benefit of _____ (the "Issuer"), and acknowledging that the Issuer will be relying on the contents hereof in addressing certain tax and disclosure items and for other matters, Build America Mutual Assurance Company ("Build America") makes the following representations and warranties as of the date hereof:

1. Neither Build America nor any affiliate of Build America has purchased, or has committed to purchase, any of the Insured Bonds, whether at the initial offering or otherwise;
2. Neither Build America nor any affiliate of Build America has entered into any agreement or understanding regarding the purchase or sale of the Insured Bonds, except for the insurance policies that Build America has provided regarding payments due under the Insured Bonds and the documentation associated with said insurance policies.

For the purposes of this certificate, "affiliate of Build America" means a person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, Build America.

[dated as of the closing date]

Build America Mutual Assurance Company

By

Authorized Officer

ESCROW DEPOSIT TRUST AGREEMENT

BY AND BETWEEN

MISSISSIPPI DEVELOPMENT BANK,

AND

**HANCOCK WHITNEY BANK
JACKSON, MISSISSIPPI,
AS ESCROW AGENT**

**AS ACKNOWLEDGED BY
CITY OF HATTIESBURG, MISSISSIPPI**

DATED AS OF _____, 2021

FOR:

**\$12,500,000
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2012
(HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM
CONSTRUCTION PROJECT)
DATED MARCH 29, 2012**

**\$28,000,000
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2013
(HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM
REFUNDING AND CONSTRUCTION PROJECT)
DATED DECEMBER 19, 2013**

This **ESCROW DEPOSIT TRUST AGREEMENT** (this “**Agreement**”) is made and entered into as of _____, 2021 (the “**Effective Date**”), by and between the **MISSISSIPPI DEVELOPMENT BANK** (the “**Bank**”), a public corporation and instrumentality of the State of Mississippi (the “**State**”), exercising essential public functions, organized under the provisions of Mississippi Code of 1972, Sections 31-25-1 *et seq.*, as amended and supplemented from time to time (the “**Act**”), and **HANCOCK WHITNEY BANK**, Jackson, Mississippi, as escrow agent hereunder (in such capacity, the “**Escrow Agent**”), as acknowledged by the **CITY OF HATTIESBURG, MISSISSIPPI** (the “**City**”):

WITNESSETH:

WHEREAS, the Bank has heretofore issued its (a) \$12,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated March 29, 2012 (“**2012 Bank Bonds**”), issued pursuant to that certain Indenture of Trust dated as of March 29, 2012 (the “**2012 Bank Indenture**”), by and between the Bank and Hancock Whitney Bank, Jackson, Mississippi, as trustee (in such capacity, the “**2012 Trustee**”) for the purpose of providing a loan to the City secured by the City’s \$12,500,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated March 29, 2012 (“**2012 City Note**”), issued pursuant to a Loan Agreement, dated as of March 29, 2012, by and between the City and the Bank; and (b) \$28,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated December 19, 2013 (“**2013 Bank Bonds**”), issued pursuant to that certain Indenture of Trust dated as of December 19, 2013 (the “**2013 Bank Indenture**”), by and between the Bank and Hancock Whitney Bank, Jackson, Mississippi, as trustee (in such capacity, the “**2013 Trustee**”) for the purpose of providing a loan to the City secured by the City’s \$28,000,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated December 19, 2013 (“**2013 City Note**”), issued pursuant to a Loan Agreement, dated as of December 19, 2013, by and between the City and the Bank; and

WHEREAS, the City has determined that it is in its best interest to prepay a portion of the outstanding 2012 City Note (such portion being the “**Refunded 2012 Note**”) to provide funds for the advance refunding of the outstanding maturities of the 2012 Bank Bonds which mature on March 1 in the years 2025 through 2032, both inclusive (the “**Refunded 2012 Bank Bonds**”), and the optional redemption of the 2012 Bank Bonds which mature on March 1 in the years 2025 through 2032, both inclusive (the “**Callable 2012 Bank Bonds**”), on March 1, 2022 (the “**2012 Bank Bonds Redemption Date**”) at a redemption price of par plus accrued interest to the 2012 Bank Bonds Redemption Date (the “**2012 Bank Bonds Redemption Price**”); and

WHEREAS, pursuant to the 2012 Bank Indenture, the liens, rights and interest granted by the 2012 Bank Indenture to the Refunded 2012 Bank Bonds shall cease, determine and become null and void upon the deposit in trust with the Escrow Agent of either (a) moneys in an amount which shall be sufficient, or (b) SLGS and/or U.S. Obligations (as such terms are hereinafter defined), the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Escrow Agent at the same time, will be sufficient to pay the interest due and principal to become due on the Refunded 2012 Bank

Bonds on and prior to the 2012 Bank Bonds Redemption Date, and to pay the principal due for the Callable 2012 Bank Bonds on or before the 2012 Bank Bonds Redemption Date, at the 2012 Bank Bonds Redemption Price; and

WHEREAS, the Bank and the City have determined that it is in the best interest of the Bank and the City to deposit in trust with the Escrow Agent the 2012 Escrowed Securities (as defined herein) the principal of and the interest on which when due will provide moneys which, together with cash, if any, deposited with the Escrow Agent at the same time, will be sufficient, to pay the interest due and principal to become due on the Refunded 2012 Bank Bonds on or before the 2012 Bank Bonds Redemption Date, and to pay the principal due for the Callable 2012 Bank Bonds on or before the 2012 Bank Bonds Redemption Date, at the 2012 Bank Bonds Redemption Price; and

WHEREAS, the City has determined that it is in its best interest to prepay a portion of the outstanding 2013 City Note (such portion being the “**Refunded 2013 Note**”) to provide funds for the advance refunding of the outstanding maturities of the 2013 Bank Bonds which mature on December 1 in the years 2028 through 2038, both inclusive (the “**Refunded 2013 Bank Bonds**”), and the optional redemption of the 2013 Bank Bonds which mature on December 1 in the years 2028 through 2038, both inclusive (the “**Callable 2013 Bank Bonds**”), on December 1, 2023 (the “**2013 Bank Bonds Redemption Date**”) at a redemption price of par plus accrued interest to the 2013 Bank Bonds Redemption Date (the “**2013 Bank Bonds Redemption Price**”); and

WHEREAS, pursuant to the 2013 Bank Indenture, the liens, rights and interest granted by the 2013 Bank Indenture to the Refunded 2013 Bank Bonds shall cease, determine and become null and void upon the deposit in trust with the Escrow Agent of either (a) moneys in an amount which shall be sufficient, or (b) SLGS and/or U.S. Obligations (as such terms are hereinafter defined), the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Escrow Agent at the same time, will be sufficient to pay the interest due and principal to become due on the Refunded 2013 Bank Bonds on and prior to the 2013 Bank Bonds Redemption Date, and to pay the principal due for the Callable 2013 Bank Bonds on or before the 2013 Bank Bonds Redemption Date, at the 2013 Bank Bonds Redemption Price; and

WHEREAS, the Bank and the City have determined that it is in the best interest of the Bank and the City to deposit in trust with the Escrow Agent the 2013 Escrowed Securities (as defined herein) the principal of and the interest on which when due will provide moneys which, together with cash, if any, deposited with the Escrow Agent at the same time, will be sufficient, to pay the interest due and principal to become due on the Refunded 2013 Bank Bonds on or before the 2013 Bank Bonds Redemption Date, and to pay the principal due for the Callable 2013 Bank Bonds on or before the 2013 Bank Bonds Redemption Date, at the 2013 Bank Bonds Redemption Price; and

WHEREAS, in order to deposit such amount of 2012 Escrowed Securities and the 2013 Escrowed Securities in trust, the City has authorized and delivered its \$____000 Taxable Combined Water and Sewer System Revenue Refunding Bonds, Series 2021, dated _____, 2021 (the “**Series 2021 Bonds**”);

WHEREAS, the City has authorized the Escrow Agent to pay certain costs of issuance for the Series 2021 Bonds from a certain portion of the proceeds thereof in the amount of \$ _____ (the “**2021 Costs of Issuance Funds**”) deposited in the 2021 Cost of Issuance Fund (the “**2021 Cost of Issuance Fund**”) to be held by the Escrow Agent under this Escrow Agreement; and

WHEREAS, in order to provide for the proper and timely application of the moneys deposited in said trust and to pay the costs of issuance, it is necessary to enter into this Agreement with the Escrow Agent on behalf of the holders from time to time of the Refunded 2012 Bank Bonds and the Refunded 2013 Bank Bonds.

NOW, THEREFORE, the City and the Bank, by approving this Agreement, in consideration of the foregoing and the mutual covenants herein set forth and in order to secure the payment of the principal of, redemption premium, if any, and interest on all of the Refunded 2012 Bank Bonds and the Refunded 2013 Bank Bonds according to their respective tenor and effect, does by these presents hereby grant, warrant, demise, release, convey, assign, transfer, alienate, pledge, set over and confirm, unto the Escrow Agent, and its successors in the trusts hereby created, and to it and its assigns forever, all and singular, the property hereinafter described, to wit:

DIVISION I

All right, title and interest in and to any funds deposited herewith derived from a portion of the proceeds of the Series 2021 Bonds.

DIVISION II

All right, title and interest in and to all income, earnings and increment derived from or accruing to the 2012 Escrowed Securities purchased from a portion of the money described in DIVISION I hereof and more particularly described in **SCHEDULE A**, attached hereto and made a part hereof.

All right, title and interest in and to all income, earnings and increment derived from or accruing to the 2013 Escrowed Securities purchased from a portion of the money described in DIVISION I hereof and more particularly described in **SCHEDULE B**, attached hereto and made a part hereof.

DIVISION III

Any and all other property which is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property of every kind and nature, from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder, by the City, the Bank or by anyone on their respective behalf, and the Escrow Agent is hereby authorized to receive the same at any time as additional security hereunder.

TO HAVE AND TO HOLD, all and singular, the trust estate, including all additional property which by the terms hereof has or may become subject to the encumbrances of this Agreement, unto the Escrow Agent, and its successors and assigns, forever in trust, however, for

the benefit and security of the holders from time to time of the Refunded 2012 Bank Bonds and the Refunded 2013 Bank Bonds, respectively; but if the Refunded 2012 Bank Bonds and the Refunded 2013 Bank Bonds shall be fully and promptly paid when due, in accordance with the terms thereof and hereof, then this Agreement shall be and become void and of no further force and effect, otherwise the same shall remain in full force and effect, and upon the trusts and subject to the covenants and conditions hereinafter set forth.

ARTICLE I

DEFINITIONS

SECTION 1.01 DEFINITIONS. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended.

"Agreement" shall mean this Escrow Deposit Trust Agreement, dated as of _____, 2021, by and among the Bank and the Escrow Agent, as acknowledged and approved by the City.

"Authorized Newspaper" shall mean both a newspaper or financial journal of general circulation in New York, New York, printed in the English language, being customarily published on each business day whether or not published on Saturdays, Sundays or holidays, such as The Bond Buyer.

"Bond Resolution" shall mean the Bond Resolution of the City dated February 16, 2021, pursuant to which the Series 2021 Bonds are issued and secured.

"City" shall mean the City of Hattiesburg, Mississippi.

"SLGS" shall mean United States Securities State and Local Government Series ("SLGS").

"Trust Estate", "trust estate" or "pledged property" shall mean the property, rights and interest of the Bank and the City which are subject to the lien of this Agreement.

"2012 Escrowed Securities" shall mean together the SLGS and U.S. Obligations, if any in connection with the Refunded 2012 Bank Bonds.

"2012 Bank Indenture" shall mean the Indenture of Trust, dated March 29, 2012, by and between the Bank and Hancock Bank, now known as Hancock Whitney Bank, Jackson, Mississippi, securing the 2012 Bank Bonds.

"2012 Trustee" and "2012 Paying Agent" shall mean Hancock Whitney Bank, Jackson, Mississippi, in its capacity as trustee under the 2012 Bank Indenture.

"2013 Escrowed Securities" shall mean together the SLGS and U.S. Obligations, if any in connection with the Refunded 2013 Bank Bonds.

"2013 Bank Indenture" shall mean the Indenture of Trust, dated December 19, 2013, by and between the Bank and Hancock Bank, now known as Hancock Whitney Bank, Jackson, Mississippi, securing the 2013 Bank Bonds.

"2013 Trustee" and **"2013 Paying Agent"** shall mean Hancock Whitney Bank, Jackson, Mississippi, in its capacity as trustee under the 2013 Bank Indenture.

"U.S. Obligations" shall mean the direct obligations of the United States of America Treasury or such other federal securities as may be permitted under regulations issued pursuant to Section 149(b) of the Internal Revenue Code of 1986, as amended, which shall be Government Obligations under the 2012 Bank Indenture.

"Written Request" with respect to the City shall mean a request in writing signed by the Mayor of the City, or by any other officer of the City duly authorized and satisfactory to the Escrow Agent and with respect to the Bank shall mean a request in writing signed by the Executive Director or Secretary of the Bank or by any other officer of the Bank authorized and satisfactory to the Escrow Agent.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word "person" shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

ARTICLE II

ESTABLISHMENT OF FUNDS; FLOW OF FUNDS

SECTION 2.01 CREATION OF ESCROW DEPOSIT TRUST FUND. There is hereby created and established with the Escrow Agent a special and irrevocable trust fund designated the Escrow 2012 Deposit Trust Fund (the **"Escrow 2012 Fund"**) to be held in the custody of the Escrow Agent separate and apart from other funds of the Bank, the City and the Escrow Agent for the Refunded 2012 Bank Bonds. The Escrow 2012 Fund shall be administered pursuant to this Agreement.

There is hereby created and established with the Escrow Agent a special and irrevocable trust fund designated the Escrow 2013 Deposit Trust Fund (the **"Escrow 2013 Fund"**) to be held in the custody of the Escrow Agent separate and apart from other funds of the Bank, the City and the Escrow Agent for the Refunded 2013 Bank Bonds. The Escrow 2013 Fund shall be administered pursuant to this Agreement.

Concurrently with the delivery of the Series 2021 Bonds and the receipt of proceeds therefor, the City herewith deposits or causes to be deposited with the Escrow Agent, and the Escrow Agent acknowledges receipt of, immediately available moneys in the amount of \$ _____.00 to be deposited as follows: (1) \$ _____ in the Escrow 2012 Fund (the **"Escrow 2012 Requirement"**); (2) \$ _____ in the Escrow 2013 Fund (the **"Escrow 2013 Requirement"**)

and (2) \$ _____ to be deposited in the 2021 Costs of Issuance Fund and used to pay the costs of issuance of the 2021 Bonds.

As set forth in the verification report (the “**Verification Report**”) of The Arbitrage Group, Inc. (the “**Verification Agent**”), delivered on _____, 2021, by the Bank and the City to the Escrow Agent, (a) the amount of the Escrow 2012 Requirement will be sufficient to pay (i) the interest due and principal payable on the Refunded 2012 Bank Bonds, and (ii) to pay the principal outstanding of the Callable 2012 Bank Bonds on the 2012 Bank Bonds Redemption Date at the 2012 Bank Bonds Redemption Price, all as described in **SCHEDULE A**; and (b) the amount of the Escrow 2013 Requirement will be sufficient to pay (i) the interest due and principal payable on the Refunded 2013 Bank Bonds, and (ii) to pay the principal outstanding of the Callable 2013 Bank Bonds on the 2013 Bank Bonds Redemption Date at the 2013 Bank Bonds Redemption Price, all as described in **SCHEDULE A**.

The Verification Agent has verified that (a) the deposit in escrow of the Escrow 2012 Requirement will produce sufficient funds to pay interest due and principal payable on the Refunded 2012 Bank Bonds until the 2012 Bank Bonds Redemption Date, and to redeem on the 2012 Bank Bonds Redemption Date all of the Callable 2012 Bank Bonds maturing thereafter, all of which have been called for redemption on the 2012 Bank Bonds Redemption Date, at the 2012 Bank Bonds Redemption Price; and (b) the deposit in escrow of the Escrow 2013 Requirement will produce sufficient funds to pay interest due and principal payable on the Refunded 2013 Bank Bonds until the 2013 Bank Bonds Redemption Date, and to redeem on the 2013 Bank Bonds Redemption Date all of the Callable 2013 Bank Bonds maturing thereafter, all of which have been called for redemption on the 2013 Bank Bonds Redemption Date, at the 2013 Bank Bonds Redemption Price.

SECTION 2.02 IRREVOCABLE TRUST CREATED. (a) The deposit of moneys for the Escrow 2012 Requirement in the Escrow 2012 Fund shall constitute an irrevocable deposit of such moneys and for the benefit of the holders of the Refunded 2012 Bank Bonds, except as provided herein with respect to amendments permitted under Section 4.01 hereof. The holders of the Refunded 2012 Bank Bonds shall have an express lien on all moneys and principal of and earnings on the monies deposited in the Escrow 2012 Fund until applied in accordance with this Agreement. The matured principal of and the interest thereon shall be held in trust by the Escrow Agent, and shall be transferred in the necessary amounts as hereinafter set forth in Section 2.05 to the 2012 Trustee for the Refunded 2012 Bank Bonds for the payment of interest and principal on the Refunded 2012 Bank Bonds as the same becomes due and payable and to the payment of the principal outstanding of the Callable 2012 Bank Bonds on the 2012 Bank Bonds Redemption Date.

(b) The deposit of moneys for the Escrow 2013 Requirement in the Escrow 2013 Fund shall constitute an irrevocable deposit of such moneys and for the benefit of the holders of the Refunded 2013 Bank Bonds, except as provided herein with respect to amendments permitted under Section 4.01 hereof. The holders of the Refunded 2013 Bank Bonds shall have an express lien on all moneys and principal of and earnings on the monies deposited in the Escrow 2013 Fund until applied in accordance with this Agreement. The matured principal of and the interest thereon shall be held in trust by the Escrow Agent, and shall be transferred in the necessary amounts as hereinafter set forth in Section 2.05 to the 2013 Trustee for the Refunded 2013 Bank

Bonds for the payment of interest and principal on the Refunded 2013 Bank Bonds as the same becomes due and payable and to the payment of the principal outstanding of the Callable 2013 Bank Bonds on the 2013 Bank Bonds Redemption Date.

SECTION 2.03 CREATION OF THE COSTS OF ISSUANCE FUND. There is hereby created and established with the Escrow Agent a special and irrevocable trust fund designated the 2021 Costs of Issuance Fund to be held in the custody of the Escrow Agent separate and apart from other funds of the Bank, the City and the Escrow Agent. The 2021 Costs of Issuance Fund shall be administered pursuant to this Agreement.

A portion of the net proceeds of the Series 2021 Bonds in the amount of \$_____ will be deposited in the 2021 Costs of Issuance Fund and used by the Escrow Agent to pay invoices submitted to the Escrow Agent for and on behalf of the City as directed thereby and subject to the provisions of the Bond Resolution regarding costs of issuance for the Series 2021 Bonds. Any portion of the fund in the 2021 Costs of Issuance Fund remitted to the Escrow Agent for the payment of the costs of issuance for the Series 2021 Bonds and not used to pay costs of issuance within ninety (90) days of the date of issuance and delivery of the Series 2021 Bonds shall be transferred to the City for deposit in the 2021 Debt Service Fund created under the Bond Resolution and used as permitted under applicable law. The funds in the 2021 Costs of Issuance Fund will remain uninvested until used to pay costs of issuance or remitted to the City under the provisions herein provided. Funds in the 2021 Costs of Issuance Fund shall be segregated from other moneys and held in a separate account to be used for the payment of costs of issuance expenses as authorized by the City in the Bond Resolution. Any amounts which remain in the 2021 Costs of Issuance Fund after the payment of the costs of issuance for the Series 2021 Bonds shall be transferred by the Escrow Agent to the City for deposit in the 2021 Debt Service Fund under the Bond Resolution and used as permitted under State law.

SECTION 2.04 RESERVED.

SECTION 2.05 TRANSFERS FROM ESCROW DEPOSIT TRUST FUND. (a) As the principal of the 2012 Escrowed Securities and interest earnings thereon shall mature and be paid, the Escrow Agent shall, no later than each interest payment date for the Refunded 2012 Bank Bonds, transfer from the Escrow 2012 Fund to the 2012 Trustee for the Refunded 2012 Bank Bonds amounts sufficient to pay the interest and principal on the Refunded 2012 Bank Bonds coming due on each interest payment date and to pay the principal outstanding of the Callable 2012 Bank Bonds on the 2012 Bank Bonds Redemption Date. Such amounts shall be applied by the 2012 Trustee to the payment of all principal of, redemption premium, if any, and interest on the Refunded 2012 Bank Bonds for the equal and ratable benefit of the holders of the Refunded 2012 Bank Bonds. Currently, principal, redemption premium, if any, and interest on the Refunded 2012 Bank Bonds are payable at the principal office of the 2012 Trustee in Jackson, Mississippi.

(b) As the principal of the 2013 Escrowed Securities and interest earnings thereon shall mature and be paid, the Escrow Agent shall, no later than each interest payment date for the Refunded 2013 Bank Bonds, transfer from the Escrow 2013 Fund to the 2013 Trustee for the Refunded 2013 Bank Bonds amounts sufficient to pay the interest and principal on the Refunded 2013 Bank Bonds coming due on each interest payment date and to pay the principal outstanding

of the Callable 2013 Bank Bonds on the 2013 Bank Bonds Redemption Date. Such amounts shall be applied by the 2013 Trustee to the payment of all principal of, redemption premium, if any, and interest on the Refunded 2013 Bank Bonds for the equal and ratable benefit of the holders of the Refunded 2013 Bank Bonds. Currently, principal, redemption premium, if any, and interest on the Refunded 2013 Bank Bonds are payable at the principal office of the 2013 Trustee in Jackson, Mississippi.

SECTION 2.06 RESERVED.

SECTION 2.07 FUNDS AND ACCOUNTS CONSTITUTE TRUST FUNDS. All the funds and accounts created and established pursuant to this Agreement shall be and constitute trust funds for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the Bank, the City and the Escrow Agent and used only for the purposes and in the manner provided in this Agreement.

SECTION 2.08 TRANSFER OF FUNDS AFTER ALL PAYMENTS REQUIRED BY THIS AGREEMENT ARE MADE. (a) After all of the transfers by the Escrow Agent to the 2012 Trustee for payment of the principal of, redemption premium, if any, and interest on the Refunded 2012 Bank Bonds have been made, all remaining moneys, together with any income and interest thereon, in the Escrow 2012 Fund shall be transferred by the Escrow Agent to the City for deposit in the 2021 Debt Service Fund (as defined in the Bond Resolution) created by the Bond Resolution and used for the purposes described therein; provided, however, that no such transfer shall be made until all of the principal of, redemption premium, if any, and interest on the outstanding Refunded 2012 Bank Bonds have been paid in full.

(b) After all of the transfers by the Escrow Agent to the 2013 Trustee for payment of the principal of, redemption premium, if any, and interest on the Refunded 2013 Bank Bonds have been made, all remaining moneys, together with any income and interest thereon, in the Escrow 2013 Fund shall be transferred by the Escrow Agent to the City for deposit in the 2021 Debt Service Fund (as defined in the Bond Resolution) created by the Bond Resolution and used for the purposes described therein; provided, however, that no such transfer shall be made until all of the principal of, redemption premium, if any, and interest on the outstanding Refunded 2013 Bank Bonds have been paid in full.

SECTION 2.09 DEFEASANCE NOTICE, REDEMPTION NOTICE AND ADDITIONAL NOTICES. (a) The Bank and the City hereby direct the Escrow Agent, and the Escrow Agent hereby agrees, to cause to be prepared and published in the form thereof as attached hereto as **SCHEDULE B**, within 1 day after the 2012 Escrowed Securities are deposited with it, and at the expense of the City (subject to Section 3.10 hereof) a notice to the holders of the Refunded 2012 Bank Bonds setting forth that the irrevocable deposit of moneys and investment thereof has been made in accordance with Article IX of the 2012 Bank Indenture, and (i) that all the Callable 2012 Bank Bonds will be redeemed on March 1, 2022 at the 2012 Bank Bonds Redemption Price, (ii) a description of the 2012 Escrowed Securities so held by it, and (iii) that the lien of the 2012 Bank Indenture on the Refunded 2012 Bank Bonds has been released in accordance with the provisions of the 2012 Bank Indenture.

The Bank and the City hereby direct the Escrow Agent, and the Escrow Agent hereby agrees, (a) to redeem in accordance with the 2012 Bank Indenture all of the Callable 2012 Bank Bonds outstanding under the 2012 Bank Indenture on the 2012 Bank Bonds Redemption Date; and (b) to cause to be prepared and published, as the case may be, in connection with the redemption of the Refunded 2012 Bank Bonds under the 2012 Bank Indenture, all notices required under Article IV of the 2012 Bank Indenture or required or recommended, from time to time, by the Securities and Exchange Commission (in accordance with the standards endorsed by the Securities and Exchange Commission in Release 34-2385, issued December 3, 1986) and by the Municipal Securities Rulemaking Board, to the extent applicable.

(b) The Bank and the City hereby direct the Escrow Agent, and the Escrow Agent hereby agrees, to cause to be prepared and published in the form thereof as attached hereto as **SCHEDULE C**, within 1 day after the 2013 Escrowed Securities are deposited with it, and at the expense of the City (subject to Section 3.10 hereof) a notice to the holders of the Refunded 2013 Bank Bonds setting forth that the irrevocable deposit of moneys and investment thereof has been made in accordance with Article IX of the 2013 Bank Indenture, and (i) that all the Callable 2013 Bank Bonds will be redeemed on December 1, 2023 at the 2013 Bank Bonds Redemption Price, (ii) a description of the 2013 Escrowed Securities so held by it, and (iii) that the lien of the 2013 Bank Indenture on the Refunded 2013 Bank Bonds has been released in accordance with the provisions of the 2013 Bank Indenture.

The Bank and the City hereby direct the Escrow Agent, and the Escrow Agent hereby agrees, (a) to redeem in accordance with the 2013 Bank Indenture all of the Callable 2013 Bank Bonds outstanding under the 2013 Bank Indenture on the 2013 Bank Bonds Redemption Date; and (b) to cause to be prepared and published, as the case may be, in connection with the redemption of the Refunded 2013 Bank Bonds under the 2013 Bank Indenture, all notices required under Article IV of the 2013 Bank Indenture or required or recommended, from time to time, by the Securities and Exchange Commission (in accordance with the standards endorsed by the Securities and Exchange Commission in Release 34-2385, issued December 3, 1986) and by the Municipal Securities Rulemaking Board, to the extent applicable

ARTICLE III

CONCERNING THE ESCROW AGENT

SECTION 3.01 APPOINTMENT OF THE ESCROW AGENT. The City and the Bank hereby appoint Hancock Whitney Bank, Jackson, Mississippi, as the Escrow Agent under this Agreement.

SECTION 3.02 ACCEPTANCE BY ESCROW AGENT. By execution of this Agreement, the Escrow Agent accepts the duties and obligations as Escrow Agent hereunder. The Escrow Agent further represents that it has all requisite power and has taken all corporate actions necessary to execute the trust hereby created.

SECTION 3.03 LIABILITY OF ESCROW AGENT. The Escrow Agent shall not be liable in connection with the performance of its duties hereunder except for its own negligent

action, its own negligent failure to act or its own willful misconduct, except as may be provided to the contrary in the 2012 Bank Indenture or the 2013 Bank Indenture.

The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of moneys and of the principal amount of the (a) 2012 Escrowed Securities and the earnings thereon to pay the Refunded 2012 Bank Bonds; and (b) 2013 Escrowed Securities and the earnings thereon to pay the Refunded 2013 Bank Bonds.

So long as the Escrow Agent applies any moneys, the 2012 Escrowed Securities and the interest earnings therefrom to pay the Refunded 2012 Bank Bonds, as provided herein, and complies fully with the terms of this Agreement, the Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Refunded 2012 Bank Bonds caused by such calculations.

In the event of the Escrow Agent's failure to account for any of the 2012 Escrowed Securities or moneys received by it, such 2012 Escrowed Securities or moneys shall be and remain the property of the City and the Bank in trust for the holders of the Refunded 2012 Bank Bonds as herein provided.

So long as the Escrow Agent applies any moneys, the 2013 Escrowed Securities and the interest earnings therefrom to pay the Refunded 2013 Bank Bonds, as provided herein, and complies fully with the terms of this Agreement, the Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Refunded 2013 Bank Bonds caused by such calculations.

In the event of the Escrow Agent's failure to account for any of the 2013 Escrowed Securities or moneys received by it, such 2013 Escrowed Securities or moneys shall be and remain the property of the City and the Bank in trust for the holders of the Refunded 2013 Bank Bonds as herein provided.

SECTION 3.04 PERMITTED ACTS. The Escrow Agent and its officers and directors may acquire and hold, or become the owner or pledge of or may deal in the Refunded 2012 Bank Bonds and the Refunded 2013 Bank Bonds, respectively, as fully and with the same rights as if it were not the Escrow Agent.

SECTION 3.05 RESIGNATION OF ESCROW AGENT. The Escrow Agent or any successor escrow agent, at the time acting hereunder, may at any time resign and be discharged from the duties and obligations of the trust hereby created by giving sixty (60) days' written notice to the City and the Bank, and by giving to the registered holders of the Refunded 2012 Bank Bonds and the Refunded 2013 Bank Bonds, respectively, notice of such resignation by first class mail. Upon receiving such notice of resignation, the City and the Bank shall promptly appoint a successor escrow agent by an instrument in writing.

SECTION 3.06 REMOVAL OF ESCROW AGENT. Upon the Written Request of the City, with the approval of the Bank, the Escrow Agent may be removed at any time if (i) the Escrow Agent shall cease to be eligible in accordance with the provisions set forth herein and shall fail to resign after Written Request therefor from the City or from any registered holder of the Refunded 2012 Bank Bonds and the Refunded 2013 Bank Bonds, respectively, who has been

a bona fide holder of a refunded bond for at least six (6) months, or (ii) the Escrow Agent shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Escrow Agent or of its property shall be appointed, or any public officer shall take charge or control of the Escrow Agent or of its property or affairs for the purpose of rehabilitation, conservation or liquidation.

The Escrow Agent may also be removed by the registered holders of the Refunded 2012 Bank Bonds, of a majority in aggregate principal amount of the respective Refunded 2012 Bank Bonds at the time outstanding by an instrument or concurrent instruments in writing signed by such registered holders of the Refunded 2012 Bank Bonds.

The Escrow Agent may also be removed by the registered holders of the Refunded 2013 Bank Bonds, of a majority in aggregate principal amount of the respective Refunded 2013 Bank Bonds at the time outstanding by an instrument or concurrent instruments in writing signed by such registered holders of the Refunded 2013 Bank Bonds.

Any removal of the Escrow Agent and appointment of a successor escrow agent in accordance with the provisions set forth herein shall become effective upon acceptance of appointment by the successor escrow agent as provided herein.

SECTION 3.07 APPOINTMENT OF SUCCESSOR ESCROW AGENT. If no successor escrow agent shall have been appointed and shall have accepted such appointment within thirty (30) days after such notice of resignation, the resigning escrow agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent, or any registered holder of the Refunded 2012 Bank Bonds or registered holder of the Refunded 2013 Bank Bonds, respectively, who has been a bona fide holder for at least six (6) months may, on behalf of himself and others similarly situated, petition any such court for the appointment of a successor escrow agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribed, appoint a successor escrow agent. Any resignation by the Escrow Agent and appointment of a successor escrow agent in accordance with the provisions set forth herein shall become effective upon acceptance of appointment by the successor escrow agent in accordance with the provisions set forth herein.

Any successor escrow agent appointed under the provisions of this Agreement shall be a corporation organized and doing business under the laws of the United States or any state authorized under such laws to exercise corporate trust powers, having its principal office and place of business in any state, having a combined capital and surplus of at least \$10,000,000, and subject to supervision or examination by federal or state authority. If such corporation published reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Escrow Agent shall cease to be eligible in accordance herewith, the Escrow Agent shall resign immediately in the manner and with the effect specified in Section 3.05 hereof.

SECTION 3.08 VESTING OF TRUSTS IN SUCCESSOR ESCROW AGENT. Any successor escrow agent appointed hereunder shall execute, acknowledge and deliver to its

predecessor, and also to the City and the Bank, an instrument in writing accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor escrow agent shall become effective; and such successor escrow agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor in the trusts hereunder, with like effect as if originally named as escrow agent herein; but, nevertheless, on the Written Request of the City, as approved by the Bank, or the request of the successor escrow agent, the Escrow Agent ceasing to act. Upon request of any such successor escrow agent, the City and the Bank shall execute any and all instruments in writing for more fully and certainly vesting in and conforming to such successor escrow agent all such rights, powers and duties.

Upon acceptance of appointment by a successor escrow agent as heretofore provided, the City and the Bank shall publish notice of the succession of such escrow agent to the trust hereunder. Such notice shall be published at least once in an Authorized Newspaper. If the City and the Bank fail to publish such notice within ten (10) days after acceptance of appointment by the successor escrow agent, the successor escrow agent shall cause such notice to be published at the expense of the City.

Any corporation into which the Escrow Agent may be merged or with which it may consolidate or any corporation resulting from any merger or consolidation to which the Escrow Agent shall be a party, or any corporation succeeding to the business of the Escrow Agent, shall be the successor to the Escrow Agent hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor escrow agent shall be eligible under the provisions thereof.

Notwithstanding any of the foregoing provisions of this Article, any bank or trust company having power to perform the duties and execute the trusts of this Agreement and otherwise qualified to act as Escrow Agent hereunder with or into which the bank or trust company acting as Escrow Agent may be merged or consolidated, or to which the assets and business of such bank or trust company may be sold, shall be deemed the successor of the Escrow Agent.

SECTION 3.09 RECEIPT OF PROCEEDINGS. Possession of or receipt of true and correct copies of the 2012 Bank Indenture and the 2013 Bank Indenture and the proceedings authorizing the issuance of the 2012 Bank Bonds and the 2013 Bank Bonds are hereby acknowledged by the Escrow Agent, and reference herein to or citation herein of any provision of such documents shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as it they were fully set forth herein.

SECTION 3.10 ARRANGEMENTS FOR PAYMENT OF ALL OTHER SUMS. (a) The Escrow Agent hereby acknowledges that the City has paid, caused to be paid or made arrangements satisfactory to the Escrow Agent for payment of all other sums (in addition to debt service on the Refunded 2012 Bank Bonds) payable under the 2012 Bank Indenture until the Refunded 2012 Bank Bonds are paid as provided in Section 2.01 hereof. If such arrangements for fees and expenses shall include a prepayment of all or part thereof and if the Escrow Agent resigns or is removed in accordance with Section 3.05 and 3.06 hereof, the Escrow Agent agrees

to return to the City that portion of the prepaid fee which is attributable to that part of the trust which is then still to be administered.

(b) The Escrow Agent hereby acknowledges that the City has paid, caused to be paid or made arrangements satisfactory to the Escrow Agent for payment of all other sums (in addition to debt service on the Refunded 2013 Bank Bonds) payable under the 2013 Bank Indenture until the Refunded 2013 Bank Bonds are paid as provided in Section 2.01 hereof. If such arrangements for fees and expenses shall include a prepayment of all or part thereof and if the Escrow Agent resigns or is removed in accordance with Section 3.05 and 3.06 hereof, the Escrow Agent agrees to return to the City that portion of the prepaid fee which is attributable to that part of the trust which is then still to be administered.

ARTICLE IV

MISCELLANEOUS

SECTION 4.01 AMENDMENTS TO THIS AGREEMENT. This Agreement is made for the benefit of the City, the Bank, and the holders from time to time of the respective Refunded 2012 Bank Bonds and Refunded 2013 Bank Bonds, and it shall not be repealed, revoked, altered or amended without the written consent of the holders of 100% of the respective Refunded 2012 Bank Bonds and Refunded 2013 Bank Bonds which have not then been paid in accordance with this Agreement. Notwithstanding the foregoing, however, the City and the Bank may, and the City and the Bank shall (upon receipt of an opinion of nationally recognized bond counsel satisfactory to the City and the Bank that the tax status of the interest on the 2012 Bank Bonds and the 2013 Bank Bonds under the federal and State of Mississippi law will not be adversely affected), without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Agreement;
- (b) To grant to, or confer upon, the Escrow Agent for the benefit of the holders of the Refunded 2012 Bank Bonds and the Refunded 2013 Bank Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and
- (c) To subject to the lien of this Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized attorneys on the subject of municipal bonds with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Refunded 2012 Bank Bonds and the Refunded 2013 Bank Bonds, respectively, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

SECTION 4.02 SEVERABILITY. If any one or more of the covenants or agreements provided in this Agreement on the part of the Bank, the City or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 4.03 AGREEMENT BINDING. All the covenants, promises and agreements in this Agreement contained by or on behalf of the Bank, the City, or the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 4.04 TERMINATION. This Agreement shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions hereof shall have been made. The funds in the 2021 Costs of Issuance Fund shall be disbursed as provided in Section 2.03.

SECTION 4.05 GOVERNING LAW. This Agreement shall be governed by the applicable law of the State of Mississippi.

SECTION 4.06 EXECUTION BY COUNTERPARTS. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has caused this Escrow Deposit Trust Agreement to be executed by its duly authorized officers or officials as of the date first written above.

(SEAL)

MISSISSIPPI DEVELOPMENT BANK

By: _____
Buddy Mitcham, Executive Director

ATTEST:

By: _____
Larry Mobley, Secretary

[COUNTERPART SIGNATURE PAGE TO ESCROW DEPOSIT TRUST AGREEMENT]

ESCROW AGENT:

**HANCOCK WHITNEY BANK,
JACKSON, MISSISSIPPI**

By: _____
**Susan Tsimortos, Senior Vice President
and Trust Officer**

[COUNTERPART SIGNATURE PAGE TO ESCROW DEPOSIT TRUST AGREEMENT]

AS ACKNOWLEDGED BY THE CITY:

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(SEAL)

SCHEDULE A
VERIFICATION REPORT

SCHEDULE B

NOTICE OF DEFEASANCE FOR THE REFUNDED 2012 BANK BONDS

NOTICE OF DEFEASANCE

\$12,500,000

(original principal amount)

SPECIAL OBLIGATION BONDS, SERIES 2012

**(HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM
CONSTRUCTION PROJECT)**

DATED MARCH 29, 2012

Maturing March 1, 2025 through and including March 1, 2032

CUSIP NUMBERS

(INSERT)

Notice is hereby given to the holders of the above-captioned obligations (hereinafter referred to as the “**Refunded 2012 Bank Bonds**”) that there has been deposited in an irrevocable escrow account held by Hancock Whitney Bank, Jackson, Mississippi, as Escrow Agent, \$_____, which amount the Verification Report delivered by the Arbitrage Group, Inc. on _____, 2021, confirms will provide moneys which shall be sufficient to pay principal of, premium, if any, and interest on the Refunded 2012 Bank Bonds on and prior to their redemption or maturity dates thereof, as described below.

Moneys will be available for the payment of interest due and principal payable on the Refunded 2012 Bank Bonds maturing on March 1, 2025 through and including March 1, 2032, that will be called for redemption on March 1, 2022 at a price of par plus accrued interest to said date of redemption. The Refunded 2012 Bank Bonds are deemed to have been paid in accordance with Article IX of that certain Indenture of Trust dated as of March 29, 2012, by and between the Mississippi Development Bank and Hancock Whitney Bank, Jackson, Mississippi (the “**2012 Trustee**”) (the “**2012 Bank Indenture**”). Accordingly, the right, title and interest of the holders of the Refunded 2012 Bank Bonds in the 2012 Bank Indenture and other moneys as provided in the 2012 Bank Indenture, have ceased, determined and become null and void.

The holders of the Refunded 2012 Bank Bonds are entitled for payment (from the 2012 Trustee for the Refunded 2012 Bank Bonds) solely out of the moneys or securities so deposited in such escrow account.

Dated this the ____ day of _____, 2021.

HANCOCK WHITNEY BANK,
as escrow agent

By:_____

SCHEDULE C
NOTICE OF DEFEASANCE FOR THE REFUNDED 2012 BANK BONDS

\$28,000,000
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2013
(HATTIESBURG, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM
REFUNDING AND CONSTRUCTION PROJECT)
DATED DECEMBER 19, 2013

Maturing December 1, 2028 through and including December 1, 2038

CUSIP NUMBERS

(INSERT)

Notice is hereby given to the holders of the above-captioned obligations (hereinafter referred to as the “**Refunded 2013 Bank Bonds**”) that there has been deposited in an irrevocable escrow account held by Hancock Whitney Bank, Jackson, Mississippi, as Escrow Agent, \$_____, which amount the Verification Report delivered by the Arbitrage Group, Inc. on _____, 2021, confirms will provide moneys which shall be sufficient to pay principal of, premium, if any, and interest on the Refunded 2013 Bank Bonds on and prior to their redemption or maturity dates thereof, as described below.

Moneys will be available for the payment of interest due and principal payable on the Refunded 2013 Bank Bonds maturing on December 1, 2028 through and including December 1, 2038, that will be called for redemption on December 1, 2023 at a price of par plus accrued interest to said date of redemption. The Refunded 2013 Bank Bonds are deemed to have been paid in accordance with Article IX of that certain Indenture of Trust dated as of December 19, 2013, by and between the Mississippi Development Bank and Hancock Whitney Bank, Jackson, Mississippi (the “**2013 Trustee**”) (the “**2013 Bank Indenture**”). Accordingly, the right, title and interest of the holders of the Refunded 2013 Bank Bonds in the 2013 Bank Indenture and other moneys as provided in the 2013 Bank Indenture, have ceased, determined and become null and void.

The holders of the Refunded 2013 Bank Bonds are entitled for payment (from the 2013 Trustee for the Refunded 2013 Bank Bonds) solely out of the moneys or securities so deposited in such escrow account.

Dated this the ____ day of _____, 2021.

HANCOCK WHITNEY BANK,
as escrow agent

By:_____

\$38,610,000*

**City of Hattiesburg, Mississippi
Taxable Combined Water and Sewer Revenue Refunding Bonds,
Series 2021**

Purchaser's Commitment to Finance

BOOK ENTRY ONLY

Final Maturity: December 1, 2038

This commitment will be subject to (a) the terms and conditions outlined below, which supersede any prior oral or written understanding between the Purchasers with regard to the offer provided herein and (b) documentation satisfactory in form and content to Purchasers. The Bond Resolution serves as the governing document; however, the final terms related to redemption provisions, denominations, interest rates, CUSIPs, and registration are contained herein.

- | | |
|---|--|
| 1. Expected Timetable* | Bond Resolution Adoption: February 16, 2021
Date of Delivery/Closing: TBD |
| 2. Issuer | 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. 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. |
| 3. Purchaser | The First, A National Banking Association (Hattiesburg, Mississippi) |
| 4. Bonds | Taxable Combined Water and Sewer Revenue Refunding Bonds, Series 2021 |
| 5. Non-Rated | Non-rated private placement |
| 6. Credit Enhancement | Bond insurance from Build America Mutual |
| 7. CUSIP | The Bonds will be assigned CUSIPs. |
| 8. DTC | The Bonds will be registered with DTC. |
| 9. Purpose of Bonds | The Bonds will be issued for the purpose of (1) advance refunding select maturities of the Mississippi Development Bank Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) and Mississippi Development Bank Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project); (2) current refunding select maturities of the Mississippi Development Bank Taxable Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project); and (3) paying the costs of issuance associated with the Bonds. |
| 10. Pledged Debt Service Repayment Sources | The Bonds will be secured by net revenues of the water and sewer system. The Bonds are being issued on parity with the \$12,500,000 (original principal amount) Mississippi Development Bank Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated March 29, 2012; the |

\$28,000,000 (original principal amount) Mississippi Development Bank Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated December 5, 2013; and the \$25,000,000 (original principal amount) Mississippi Development Bank Taxable Special Obligation Bonds, Series 2016 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project), dated August 18, 2016.

11. **Rate Covenant** The City has covenanted that it will fix and maintain rates and make and collect charges which will at all times be sufficient: (a) to pay the current expenses of the System, and (2) to provide 105% of the amount of the maximum principal and interest requirements for the current bond year on account of the bonds then outstanding.
12. **Additional Bonds Covenant** The City has covenanted that it will not issue additional bonds unless the net revenues available for payments of principal of and interest on the Bonds for a period of 12 consecutive months during the 18 months preceding the month in which such additional bonds are issued are certified by an accountant to have been at least equal to 105% of the highest annual debt service payments in any succeeding bond year; or in lieu of the forgoing formula, if a new schedule of rates, fees and charges has been adopted, then the revenues of the System available for debt service payments must be certified by an accountant to have been at least equal to 105% of the highest annual debt service payments in any succeeding bond year.
13. **Debt Service Reserve Fund** The City will establish a Debt Service Reserve Fund equal to the lesser of the following: (i) the maximum amount of principal and interest becoming due in the current or any future bond year; (ii) 125% of average annual debt service; and (iii) 10% of the stated principal amount of the bonds. The Debt Service Reserve Fund will be funded with a Reserve Fund Credit Facility provided by Build America Mutual.
14. **Tax Status** Federally taxable, state tax-exempt
15. **Final Maturity** December 1, 2038
16. **Expected Structure** Principal is payable December 1 of each year commencing December 1, 2021, and ending on the Final Maturity Date. The schedule of proposed principal payments is attached as Appendix A.
17. **Interest Due Dates** Semiannually on June 1 and December 1; commencing June 1, 2021. The schedule of proposed debt service payments, including interest payments, is attached as Appendix B.
18. **Optional Redemption Provisions** The Bonds are subject to redemption in whole or in part, in principal amounts and maturities selected by the Authority on any date on or after December 1, 2027, at par, plus accrued interest to the date of redemption.
19. **Denominations** \$100,000 minimum denominations; \$1,000 thereafter
20. **Interest Rate** Taxable fixed rates ranging from 0.95 – 2.50% per annum. The schedule of the proposed interest rate is attached as Appendix A.
21. **Day Count Method** 30/360
22. **Conditions Precedent to Financing** Including, but not limited to, the following:
 - (i) Execution of all documentation as may be requested by the Purchaser relating to the Bond in form and substance satisfactory to the Purchaser.

- (ii) Receipt of an opinion of Bond Counsel, in form and substance satisfactory to the Purchaser and including without limitation, due authorization, enforceability, and compliance with all applicable laws.
- (iii) Receipt of and satisfactory review by the Purchaser of all applicable ordinances and evidence of authority.

23. Bond Counsel	Butler Snow LLP
24. Municipal Advisor	Government Consultants, Inc.
25. Placement Agent	Raymond James & Associates, Inc.
26. Issuer's Counsel	Pope and Pope PA
27. Issuer's Auditors	TMH
28. Bond Registrar/ Paying Agent	TBD
29. Verification Agent	The Arbitrage Group, Inc.
30. Investment Letter	The purchaser will be required to deliver an Institutional Investment Letter running to the City, RJ, and Bond Counsel, which also states, among other usual and customary matters, that it intends to hold the obligation until maturity, early redemption, mandatory tender and has performed its own due diligence, evaluation, and investment decision without reliance upon others.

Agreed and accepted with the intent to be legally bound:

City of Hattiesburg, Mississippi

By: _____

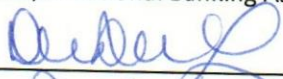
Name: _____

Title: _____

Date: _____

Agreed and accepted with the intent to be legally bound:

The First, A National Banking Association (Hattiesburg, Mississippi)

By: 

Name: DeeDee Lawrence

Title: CFO

Date: 2/9/21

APPENDIX A

\$38,610,000*

City of Hattiesburg, Mississippi

Taxable Combined Water and Sewer System Revenue Refunding Bonds, Series 2021

Maturity (December 1)	Principal Amount Due*	Interest Rate	Yield	Price
2026	\$13,161,000	0.950%	0.950%	100.000%
2031	\$11,378,000	1.500%	1.500%	100.000%
2038	\$14,071,000	2.500%	2.500%	100.000%

<u>\$13,161,000* Term Bond at 0.950%</u>	
Year (December 1)	Sinking Fund Amount*
2021	\$512,000
2022	\$518,000
2023	\$3,220,000
2024	\$3,899,000
2025	\$3,936,000
2026	\$1,076,000

<u>\$11,378,000* Term Bond at 1.500%</u>	
Year (December 1)	Sinking Fund Amount*
2027	\$1,086,000
2028	\$2,585,000
2029	\$2,562,000
2030	\$2,536,000
2031	\$2,609,000

<u>\$14,071,000* Term Bond at 2.500%</u>	
Year (December 1)	Sinking Fund Amount*
2032	\$1,863,000
2033	\$1,931,000
2034	\$1,950,000
2035	\$2,003,000
2036	\$2,054,000
2037	\$2,106,000
2038	\$2,164,000

APPENDIX B: Proposed Interest Payments and Debt Service Schedule*

Maturity (December 1)	Principal	Interest	Total P+I
6/1/2021	-	118,703.66	118,703.66
12/1/2021	512,000.00	323,737.25	835,737.25
6/1/2022	-	321,305.25	321,305.25
12/1/2022	518,000.00	321,305.25	839,305.25
6/1/2023	-	318,844.75	318,844.75
12/1/2023	3,220,000.00	318,844.75	3,538,844.75
6/1/2024	-	303,549.75	303,549.75
12/1/2024	3,899,000.00	303,549.75	4,202,549.75
6/1/2025	-	285,029.50	285,029.50
12/1/2025	3,936,000.00	285,029.50	4,221,029.50
6/1/2026	-	266,333.50	266,333.50
12/1/2026	1,076,000.00	266,333.50	1,342,333.50
6/1/2027	-	261,222.50	261,222.50
12/1/2027	1,086,000.00	261,222.50	1,347,222.50
6/1/2028	-	253,077.50	253,077.50
12/1/2028	2,585,000.00	253,077.50	2,838,077.50
6/1/2029	-	233,690.00	233,690.00
12/1/2029	2,562,000.00	233,690.00	2,795,690.00
6/1/2030	-	214,475.00	214,475.00
12/1/2030	2,536,000.00	214,475.00	2,750,475.00
6/1/2031	-	195,455.00	195,455.00
12/1/2031	2,609,000.00	195,455.00	2,804,455.00
6/1/2032	-	175,887.50	175,887.50
12/1/2032	1,863,000.00	175,887.50	2,038,887.50
6/1/2033	-	152,600.00	152,600.00
12/1/2033	1,931,000.00	152,600.00	2,083,600.00
6/1/2034	-	128,462.50	128,462.50
12/1/2034	1,950,000.00	128,462.50	2,078,462.50
6/1/2035	-	104,087.50	104,087.50
12/1/2035	2,003,000.00	104,087.50	2,107,087.50
6/1/2036	-	79,050.00	79,050.00
12/1/2036	2,054,000.00	79,050.00	2,133,050.00
6/1/2037	-	53,375.00	53,375.00
12/1/2037	2,106,000.00	53,375.00	2,159,375.00
6/1/2038	-	27,050.00	27,050.00
12/1/2038	2,164,000.00	27,050.00	2,191,050.00
Total	\$ 38,610,000.00	\$ 7,189,431.41	\$ 45,799,431.41

APPENDIX C: Form of Institutional Investor Letter Template*

City of Hattiesburg, Mississippi
Hattiesburg, Mississippi

Butler Snow LLP
Ridgeland, Mississippi

Raymond James & Associates, Inc.
Memphis, Tennessee

Ladies and Gentlemen:

The undersigned, a duly authorized officer of The First, A National Banking Association (the "Purchaser"), in connection with the purchase by it of \$_____ City of Hattiesburg, Mississippi Taxable Combined Water and Sewer Revenue Refunding Bonds, Series 2021 (the "Bonds"), hereby certifies and acknowledges that:

1. The Purchaser has reviewed and agrees to the terms and provisions set forth in the Bonds and the resolution adopted by the Mayor and Board of Aldermen of the City of Hattiesburg, Mississippi (the "City") on , 2021 (the "Bond Resolution").

2. The Purchaser has, without reliance upon others, conducted its own investigations, to the extent it deems satisfactory or sufficient, into matters relating to the business, properties, management, and financial position and results of operations of the City in connection with the issuance by the City of the Bonds; it has received such information concerning the City as it deems to be necessary in connection with its purchase of the Bonds and the payment of the Bonds by the City; and during the course of this transaction and prior to the purchase of the Bonds, it has been provided with the opportunity to ask questions of and receive answers from representatives of the City concerning the terms and conditions of the offering of the Bonds, and to obtain any additional information needed in order to verify the accuracy of the information obtained.

3. The Purchaser has sufficient knowledge and experience in financial and business matters, including purchase and ownership of taxable and tax-exempt municipal and other obligations, to be able to, without reliance upon others, evaluate the risks and merits of the investment represented by the purchase of the Bonds.

4. The Purchaser is aware that certain economic and political variables could affect the security of its investment in the Bonds and the ability of the City to pay the debt service on the Bonds and the Purchaser is able to bear the economic risks of such investment.

5. The Purchaser is an institutional "accredited investor" as defined in Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act") and/or a qualified institutional buyer within the meaning of Rule 144A under the Securities Act.

6. The Purchaser hereby certifies that it is currently purchasing the Bonds for its own account (or that of its consolidated taxpayer group) as evidence of a privately placed and negotiated sale of the Bonds and not for resale at a profit, and that it is its present intention to hold the Bonds to maturity or earlier redemption in accordance with Rule G-34 of the Municipal Securities Rulemaking Board; however, the Purchaser reserves the right to sell participation interests in or otherwise dispose of the Bonds in the future as it chooses. The Purchaser agrees that it will not sell, transfer, assign, or otherwise dispose of the Bonds or such ownership interests therein (1) unless it obtains from the purchaser and delivers to the City either (a) an agreement similar in form and substance to this agreement, or (b) a written acknowledgement that such purchaser is either (i) an institutional "accredited investor" within the meaning of Rule 501 (a) promulgated under the 1933 Act; and (2) except in compliance with the applicable provisions of the 1933 Act, the Securities and Exchange Act of 1934, as amended (the "1934 Act"), any rules and regulations promulgated under either the 1933 Act or the 1934 Act, and the applicable securities laws of any other jurisdiction, and in connection therewith, the Purchaser agrees that it shall furnish to any purchaser of the Bonds all information required by applicable law.

7. The Purchaser acknowledges that it has not been provided with any information from Butler Snow LLP ("Bond Counsel") or Raymond James & Associates, Inc. (the "Placement Agent") and has not in any way relied upon Bond Counsel or the Placement Agent for information about the City in connection with its purchase of the Bonds.

8. The Purchaser acknowledges that no application for a rating for the Bonds from a nationally recognized rating agency has been made and none is expected to be made.

9. The Purchaser has been informed and understands that no Official Statement has been prepared in connection with the sale and delivery of the Bonds and that the Bonds are not subject to any continuing disclosure undertaking pursuant to the SEC Rule 15c2-12.

10. The Purchaser acknowledges that the Bonds do not constitute a debt or loan of the State of Mississippi or any political subdivision thereof. The Bonds represent a pledge of the full faith, credit and taxing power of the City as more particularly described in the Bonds and the Bond Resolution.

11. The representations in this Investor Letter shall not relieve the City from any obligation to disclose any information required by the documents in connection with the issuance of the Bonds or required by applicable law as set forth in the Bond Resolution or the Bonds.

12. This Investor Letter will constitute an agreement with respect to the matters herein contained as of the date hereof and is expressly for the benefit of the City, Bond Counsel and the Placement Agent and may not be relied upon by any other party.

13. The Purchaser represents and warrants that the execution of this Investor Letter has been duly authorized by the Purchaser and that the Investor Letter has been duly executed by an authorized officer thereof.

14. The Purchaser and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this letter and any other information, materials or communications provided by the Purchaser: (a) the Purchaser and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Purchaser and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), to any municipal entity or obligated person with respect to this letter, any other information, materials or communications; (c) the Purchaser and its representatives are acting for their own corporate interests; and (d) the City has been informed that it should discuss this letter and any such other information, materials or communications with any and all internal and external advisors and experts that the City deems appropriate before acting on this letter or any such other information, materials or communication.

15. In connection with the Purchaser's purchase of the Bonds: (a) the Purchaser is acting in an arm's length commercial transaction; (b) the Purchaser and its representatives and affiliates have financial and other interests that differ from those of the City; (c) the Purchaser is currently purchasing the Bonds for its own account in its normal and customary business practice; and (d) if the City would like a municipal advisor in this transaction that has legal fiduciary duties to it, it is free to engage a municipal advisor to serve in that capacity. In entering into the transaction evidenced by the Bonds, the Purchaser is relying on the "bank exemption" to the Municipal Advisor Rules.

IN WITNESS WHEREOF, , has hereunto set its hand as of this ___th day of _____, 2021.

The First, A National Banking Association, as Purchaser

By _____

Title _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, February 16, 2021

Re: Adopt a Resolution declaring equipment surplus and authorize the disposal or sale of said equipment;
authorize removal of equipment from the City inventory of the Department of Urban Development.
File Number: 2021-92
Minute Book #

Summary

Adopt a Resolution declaring equipment surplus and authorize the disposal or sale of said equipment; authorize removal of equipment from the City inventory of the Department of Urban Development.

Recommendation Statement

I recommend adoption of resolution to surplus items.

Please place this on the February 16, 2021 City Council meeting for consideration.

Department of Urban Development
Surplus Items - February 2021

Asset ID	Description	Serial Number	Asset Type	Status	Division
NONE	VIEWSONIC VA1931WM MONITOR	SOY112740724	COMPUTER MONITOR	NO LONGER IN USE/OUTDATED	UD
NONE	ACER S23OHL LCD MONITOR	ETLT80R032423013F62442	COMPUTER MONITOR	NO LONGER IN USE/OUTDATED	UD
NONE	ASUS VS197 MONITOR	J9LMTF160109	COMPUTER MONITOR	NO LONGER IN USE/OUTDATED	UD
NONE	DELL 1708FPF LCD MONITOR	LN-OPM372-72872-776-2AWI	COMPUTER MONITOR	NO LONGER IN USE/OUTDATED	MPO
NONE	ACER X223W LCD MONITOR	ETLAP0802491018DB64224	COMPUTER MONITOR	NO LONGER IN USE/OUTDATED	MPO
NONE	GATEWAY FPD2020 MONITOR	KUL2008R0001469	COMPUTER MONITOR	NO LONGER IN USE/OUTDATED	MPO
20082	DAKTECH DISCOVERY 81 COMPUTER	150112025	COMPUTER	NO LONGER IN USE/OUTDATED	MPO
NONE	APC BACK UPS XS 1500	3B1038X14668	BATTERY	NO LONGER IN USE/OUTDATED	MPO
16111	HP DESKJET 9800 PRINTER	MY7402707G	PRINTER	NO LONGER IN USE/OUTDATED	MPO
15938	GATEWAY W230UI1 LAPTOP	N1275 210 00045	COMPUTER	BROKEN	MPO
NONE	LENEVO R61i THINKPAD	8932GZU	COMPUTER	NO LONGER IN USE/OUTDATED	MPO
NONE	LOGITECH K120 KEYBOARD	1644SC508N78	COMPUTER ACCESSORY	NO LONGER IN USE/OUTDATED	UD
NONE	DELL KB212-B KEYBOARD	CN-01HF2Y-71616-MZ-OKYF-A00	COMPUTER ACCESSORY	NO LONGER IN USE/OUTDATED	UD
NONE	LOGITECH K350 KEYBOARD	820-002546	COMPUTER ACCESSORY	NO LONGER IN USE/OUTDATED	UD
NONE	LOGITECH K270 KEYBOARD	1517CE108F68	COMPUTER ACCESSORY	NO LONGER IN USE/OUTDATED	UD
NONE	DELL L100 KEYBOARD	CNORH6597357177JOHY9	COMPUTER ACCESSORY	NO LONGER IN USE/OUTDATED	MPO
NONE	LOGITECH K120 KEYBOARD	1323MG0166P8	COMPUTER ACCESSORY	NO LONGER IN USE/OUTDATED	MPO
NONE	LOGITECH M185 MOUSE	1848LZOJ9Y58	COMPUTER ACCESSORY	NO LONGER IN USE/OUTDATED	MPO
NONE	HP AC ADAPTER HSTNN-CAIB	608431-001	COMPUTER ACCESSORY	NO LONGER IN USE/OUTDATED	MPO
NONE	CREATEIVE GCS300 SPEAKERS	SW036B3379012689	COMPUTER ACCESSORY	NO LONGER IN USE/OUTDATED	MPO
NONE	D-LINK DGS-1008G ETHERNET SWITCH	QB202C5003284	COMPUTER ACCESSORY	NO LONGER IN USE/OUTDATED	MPO
NONE	NETGEAR AC-DC ADAPTER PV-751A	PWR-075-112	OTHER (ELECTRONIC)	NO LONGER IN USE/OUTDATED	MPO
NONE	TEXAS INSTRUMENTS TI-5045 SV CALCULATOR	458980	OTHER (ELECTRONIC)	NO LONGER IN USE/OUTDATED	MPO
NONE	CANON P23-DHV CALCULATOR	NONE	OTHER (ELECTRONIC)	NO LONGER IN USE/OUTDATED	MPO
NONE	DYMO DATEMARK	NONE	OTHER (ELECTRONIC)	NO LONGER IN USE/OUTDATED	UD
NONE	HEATSTREAM 1500 SPACEHEATER	NONE	OTHER (FURNITURE)	NO LONGER IN USE/OUTDATED	PLANNING
NONE	MARVIN QUARTZ RADIAT HEATER 4940	NONE	OTHER (FURNITURE)	NO LONGER IN USE/OUTDATED	PLANNING
NONE	DECORATIVE WALL ART	NONE	OTHER (FURNITURE)	NO LONGER IN USE/OUTDATED	CODE ENF
NONE	BLACK DESK CHAIR	NONE	FURNITURE	BROKEN	CODE ENF
NONE	BLACK DESK CHAIR	NONE	FURNITURE	BROKEN	CODE ENF
NONE	BLACK DESK CHAIR	NONE	FURNITURE	BROKEN	CODE ENF
NONE	BROWN DESK CHAIR	NONE	FURNITURE	BROKEN	UD
NONE	TAN DESK CHAIR	NONE	FURNITURE	BROKEN	PLANNING
NONE	GREEN DESK CHAIR	NONE	FURNITURE	BROKEN	UD
NONE	TAN WOODEN CHAIR	NONE	FURNITURE	NO LONGER IN USE/OUTDATED	UD

Department of Urban Development
Surplus Items - February 2021

4125	WOODEN DESK	NONE	FURNITURE	NO LONGER IN USE/OUTDATED	UD
NONE	FILEX 4 DRAWER VERTICAL FILE CABINET	NONE	FURNITURE	BROKEN	CODE ENF

RESOLUTION

WHEREAS, the City of Hattiesburg finds and determines the following equipment, as per attached list, is no longer needed for municipal or related purposes and is not to be used in the future operation of the City; and

WHEREAS, the governing authorities of the City of Hattiesburg are authorized and empowered in their discretion to convey said equipment in accordance with appropriate Miss Code statutes; and

WHEREAS, the governing authorities of the City of Hattiesburg desire to dispose of said equipment with no residual value at the solid waste landfill and dispose at auction any equipment having a residual value;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Hattiesburg City Council does hereby declare surplus the following equipment, as per attached memo, and authorize disposal or sale of said equipment.

The foregoing resolution having been reduced to writing, the same was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this 16th day of February, 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, on this 16th day of February, 2021.

ATTEST:

ADOPTED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, February 16, 2021

Re: Adopt a Resolution authorizing Requisition No. 79 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.
File Number: 2021-102
Minute Book #

Summary

Adopt a Resolution authorizing Requisition No. 79 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.

Recommendation Statement

I recommend approval of this item.

Please place this on the February 16, 2021 City Council meeting for consideration.

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. **79** 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. 79 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. **79** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$24,015.00** 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. **79** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Twenty-Four Thousand Fifteen and 00/100 dollars (\$24,015.00)** 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. **79** in the total aggregate amount **Twenty-Four Thousand Fifteen and 00/100 dollars (\$24,015.00)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **16th** day of **February, 2021**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **16th** day of **February, 2021**.

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.: 79

DATE OF REQUISITION: 2/16/2021

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.13	1,022.50	21852	Katie Ave & Arledge St Infrastructure Period: 12/27/20 - 01/23/21 MB 2018-25 SDW #11258
2	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.75	6,452.50	21878	CIPP Project Period: 12/27/20 - 01/23/21 MB 2011-4/89-110 SDW #11256
3	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.74	15,565.00	21879	Sewer Improvements Ph XII Period: 12/27/20 - 01/23/21 MB 2011-4/89-110 SDW #1273-S012
4	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.51	975.00	21880	Water Ph II - Palmers Crossing Period: 12/27/20 - 01/23/21 MB 2011-4/89-110 SDW #1273-W007
			<u>24,015.00</u>		



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

January 26, 2021
Project No: 11258
Invoice No: 21852

Project Manager Shea McNease

Project 11258 Infrastructure Improvements on Katie Ave & Arledge St

Professional Services from December 27, 2020 to January 23, 2021

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount
CADD TECHNICIAN I			
Sullivan, Richard	6.50	105.00	682.50
RESIDENT PROJECT REPRESENTATIVE			
Jackson, Terry	4.00	85.00	340.00
Totals	10.50		1,022.50
Total Labor			1,022.50
Total this Phase			\$1,022.50
Total this Invoice			\$1,022.50

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



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

January 27, 2021
Project No: 11256
Invoice No: 21878

Project Manager Kyle Wallace
Project 11256 CIPP Sewer in Various Locations

Professional Services from December 27, 2020 to January 23, 2021

Phase CM Construction Phase Services

Professional Personnel

	Hours	Rate	Amount	
RESIDENT PROJECT REPRESENTATIVE				
Jackson, Terry	37.00	85.00	3,145.00	
RESIDENT PROJECT REPRESENTATIVE				
Broome, Blake	7.00	85.00	595.00	
PROJECT ENGINEER				
Wallace, Kyle	15.50	175.00	2,712.50	
Totals	59.50		6,452.50	
Total Labor				6,452.50
		Total this Phase		\$6,452.50
		Total this Invoice		\$6,452.50

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



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

January 27, 2021
Project No: 1273-S012
Invoice No: 21879

Project Manager Kyle Wallace

Project 1273-S012 COMSWIP Sewer Improv. Phase XII - J Ed Turner & Forrest Ave.

Professional Services from December 27, 2020 to January 23, 2021

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Simmons, Skyler	16.50	90.00	1,485.00	
Sullivan, Richard	4.50	105.00	472.50	
RESIDENT PROJECT REPRESENTATIVE				
Tingle, William	56.00	95.00	5,320.00	
FIELD CREW "A"				
Crew, Field	36.00	175.00	6,300.00	
RESIDENT PROJECT REPRESENTATIVE				
Broome, Blake	10.00	85.00	850.00	
PROJECT ENGINEER				
Wallace, Kyle	6.50	175.00	1,137.50	
Totals	129.50		15,565.00	
Total Labor				15,565.00
		Total this Phase		\$15,565.00
		Total this Invoice		\$15,565.00

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



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

January 27, 2021
Project No: 1273-W007
Invoice No: 21880

Project Manager Kyle Wallace

Project 1273-W007 ComSWIP Water Phase II - Palmers Crossing

Professional Services from December 27, 2020 to January 23, 2021

Phase CM Palmer's Crossing - Construction Phase

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Wallace, Kyle	6.50	150.00	975.00	
Totals	6.50		975.00	
Total Labor				975.00
		Total this Phase		\$975.00
		Total this Invoice		\$975.00

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

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

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 79 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, the City Council of the City now finds it necessary to approve Requisition No. **79** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$24,015.00** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 1. The City Council of the City hereby authorizes and approves Requisition No. **79** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Twenty-Four Thousand Fifteen and 00/100 dollars (\$24,015.00)** for the purpose of paying Water & Sewer Projects in connection with the loan 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.

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 **16th** day of **February, 2021**.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **16th** day of **February, 2021**.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, February 16, 2021

Re: Approve Professional Services Agreement between the City of Hattiesburg and Shows, Dearman and Waits, Inc. for engineering services related to the Hall Avenue Sewer Improvements Project for a total contract amount of \$130,080.00 and authorize the Mayor to execute in duplicate.
File Number: 2021-91
Minute Book #

Summary

Approve professional services agreement between the City of Hattiesburg and Shows, Dearman and Waits, Inc. for engineering services related to the Hall Avenue Sewer Improvements Project for a total contract amount of \$130,080.00; Authorize Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the February 16, 2021 City Council meeting for consideration.

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.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of February 17, 2021 ("Effective Date") between
the City of Hattiesburg ("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:

The construction of improvements to the city-owned sewer system in the area hereafter known as Hall Avenue Sewer Improvements. ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:

Preparation of plans and specifications for the completion of design phase services for the Project, and provision of construction phase engineering and project representative services for the areas identified in Attachment A.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;
2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. 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.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, then:
 - 1. 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. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. 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.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* 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.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, 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.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make

resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. 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 Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's 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, or (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.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to

Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner 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 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.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. 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.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the

items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- C. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- D. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

6.06 Suspension and Termination

- A. *Suspension:*
 - 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
 - 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.
- B. *Termination:* The obligation to provide further services 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 terms hereof through no fault of the terminating party.
 - 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 for the Project are delayed or suspended 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 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.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 thereof; 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 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 notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 Controlling Law

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *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 6.08.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 in this Agreement:
 - 1. 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.
 - 2. 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.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for 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.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven-day notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- C. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- D. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer 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, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *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. §§5501 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.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *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, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part

thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, DELETED

- F. Exhibit F, DELETED
- G. Exhibit G, Insurance.
- H. Exhibit H, DELETED
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, DELETED
- K. Exhibit K, DELETED

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) 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 written instrument duly executed by both parties.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: **The City of Hattiesburg**

Engineer: **Shows, Dearman and Waits, Inc.**

By:

By:



Print name: **Toby Barker**

Print name: **Shea McNease, P.E.**

Title: Mayor

Title: President

Date Signed: _____

Date Signed: _____

Engineer License or Firm's Certificate No. (if required):

E-004

State of: Mississippi

Address for Owner's receipt of notices:

P.O. Box 1898

Hattiesburg, MS 39403-1898

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Lamar Rutland, P.E.

Title: Director of Engineering

Phone Number: 601-545-4540

E-Mail Address: lrutland@hattiesburgms.com

Designated Representative (Paragraph 8.03.A):

Shea E. McNease, P.E.

Title: President

Phone Number: 601-544-1821

E-Mail Address: shea@sd-w.com

This is **EXHIBIT A**, consisting of **14** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase - *SECTION DELETED*

A1.02 Preliminary Design Phase

- A. After issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

Exhibit A – Engineer's Services

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7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
N/A
 10. Furnish 1 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 120 days of authorization to proceed with this phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 1 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 60 days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

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3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of 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. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables:
N/A
 10. Furnish for review by Owner, its legal counsel, and other advisors, 1 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 120 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 1 final copies of such documents to Owner within 60 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other

assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 - 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - 4. Consult with Owner as to the qualifications of prospective contractors.
 - 5. Consult with Owner as to the qualifications of subcontractor's, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement

documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: N/A
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
 4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

Exhibit A – Engineer's Services

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5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of 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, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work,

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supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and

hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs

stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections,

notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: N/A
 25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
 26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
N/A
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
 1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;

- b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
- 8. Furnishing services of Consultants for other than Basic Services.
- 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
- 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor and administering Owner's contract for such services.
- 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
- 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
- 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
- 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
- 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

Exhibit A – Engineer's Services

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16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
 8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: N/A

Exhibit B – Owner's Responsibilities

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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This is **EXHIBIT C**, consisting of 6 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____.

Payments to Engineer for Services and Reimbursable Expenses

Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

- U. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
 - 1. A Lump Sum amount of **\$73,170.00** based on the following estimated distribution of compensation:
 - a. Preliminary Design Phase **\$ 21,951.00**
 - b. Final Design Phase **\$43,902.00**
 - c. Bidding and Negotiating Phase **\$ 1,463.00**
 - d. Construction Phase **\$ 3,659.00**
 - e. Post-Construction Phase **\$ 2,195.00**
 - 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
 - 3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
 - 4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): None.
 - 5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- V. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 12 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

Resident Project Representative – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

W. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$56,910** based a **90** day construction schedule.

X. Compensation for Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of **1.1**.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of **January 1, 2019**) to reflect equitable changes in the compensation payable to Engineer.

Y. Other Provisions Concerning Payment Under this Paragraph C2.04:

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.1**.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

Additional Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2019) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Standard Hourly Rates Schedule - 2017

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 to this Exhibit C 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 Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

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

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile

numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including “or-equal” items).
2. Exceed limitations of Engineer’s authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

- | | |
|---|-----------|
| 1) Bodily injury, each accident: | \$100,000 |
| 2) Bodily injury by disease, each employee: | \$100,000 |
| 3) Bodily injury/disease, aggregate: | \$500,000 |

c. General Liability --

- | | |
|---|-------------|
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |
| 2) General Aggregate: | \$2,000,000 |

d. Excess or Umbrella Liability --

- | | |
|-----------------------|-------------|
| 1) Per Occurrence: | \$2,000,000 |
| 2) General Aggregate: | |

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

\$1,000,000

f. Professional Liability --

- | | |
|---------------------|-------------|
| 1) Each Claim Made | \$1,000,000 |
| 2) Annual Aggregate | \$1,000,000 |

g. Other (specify): N/A

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

a. Shows, Dearman and Waits, Inc.
Engineer

b. N/A
Engineer's Consultant

c. N/A
Engineer's Consultant

d. N/A
[other]

2. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT I**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. Limitation of Engineer's Liability

1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.

City of Hattiesburg, MS

Hall Avenue Sewer Replacement - Attachment A



Date: 02/05/2021

Project # 12213

Scale: 1"=400'

— Project Scope



Presented By:

Engineering Progress

301 2nd Ave | Hattiesburg, MS 39401 | (p) 601.544.1821

0 200 400 800 1,200 1,600 Feet



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, February 16, 2021

Re: Approve Professional Services Agreement with Neel-Schaffer, Inc. for engineering services related to the FTA Bus Stop and Sidewalk Grant Project in an amount not to exceed \$620,000.00 and authorize the Mayor to execute in duplicate.
File Number: 2021-103
Minute Book #

Summary

Approve professional services agreement with Neel-Schaffer, Inc. for engineering services related to the FTA Bus Stop and Sidewalk Grant Project in an amount not to exceed \$620,000.00; Authorize Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the February 16, 2021 City Council meeting for consideration.

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

NEEL-SCHAFFER, INC

AND

City of Hattiesburg

This agreement made and entered into this ____ day of _____, 2021

BY AND BETWEEN

- 1) Neel-Schaffer, Inc, represented herein by the Vice-President of said entity, Doug Wimberly (hereinafter sometimes referred to as "CONSULTANT"); and
- 2) City of Hattiesburg represented by Mr. Toby Barker, Mayor (hereinafter referred to as "OWNER"),

For and in consideration of the agreements herein, the respective appears having full authority of their respective entities to enter into this contract, do covenant and agree as follows:

WITNESSETH

WHEREAS, OWNER desires to retain the CONSULTANT for the purpose of providing engineering design and construction management services associated with the City's FTA Bus Stop and Sidewalk Grant Project, and;

WHEREAS, OWNER has procured the CONSULTANT in compliance with the procedures of the City of Hattiesburg, and;

WHEREAS, OWNER, by Mr. Toby Barker, Mayor, is authorized to enter into an agreement with Neel-Schaffer, Inc. for professional services to OWNER. And;

WHEREAS, the CONSULTANT, represented by Mr. Doug Wimberly, its Vice-President, is authorized to enter into contract and agreements on behalf of Neel-Schaffer, Inc.;

NOW, THEREFORE, OWNER and the CONSULTANT for the consideration, and under the conditions set forth, do agree as follows:

I. SCOPE OF CONTRACT

This contract contains four (4) typed written pages, signed by appearers and authenticated "An Agreement for Professional Services", as submitted by OWNER, and may only be amended by written agreement of the parties specifically stating that such written agreement is intended to amend this contract. The written communications between the parties called for hereunder shall not constitute amendments to this contract.

II. SCOPE OF SERVICES

The CONSULTANT will assist OWNER in performing the tasks identified in the attached “Exhibit A: Scope of Design Phase and NEPA Phase Services” and “Exhibit B: Scope of Construction Phase Services” and comply with applicable federal provisions as per “Exhibit C: Additional Federal Requirements From FTA”.

III. OWNER’S RESPONSIBILITIES

1. Authorize the CONSULTANT to perform certain specific tasks, the scope of, the schedule for completion of and the fee for, being mutually agreed upon by OWNER and the CONSULTANT. The scope of these tasks will be based upon the type of work delineated in this agreement and recommendations adopted by OWNER. If the CONSULTANT cannot perform according to the schedule, through no fault of its own, it shall apply to OWNER for an extension of time to perform. Such request shall not be unreasonably denied.
2. Furnish to CONSULTANT all existing plans, reports and other available data as well as, if possible, obtain additional reports and data as required which are pertinent to the completion of the services to be provided under the terms of this contract that CONSULTANT may not already have; and
3. Arrange reasonable access to Public Property as required.

IV. CONSULTANT’S RESPONSIBILITIES

1. To relay to OWNER any issues that may affect the schedule for completion dates, the fee, and the professionalism of the project;
2. CONSULTANT shall be provided by OWNER written Notices to Proceed on each requested task for assistance if the requested task is not covered under previously authorized work to proceed by OWNER. This will ensure coordination of services.
3. It is understood that all work produced within this project for which the CONSULTANT receives compensation from OWNER shall become the property of OWNER.

V. COMPENSATION

OWNER agrees to pay the CONSULTANT in an amount not-to-exceed Six Hundred Twenty Thousand Dollars (\$620,000.00). OWNER will serve as the lead administrative agency for this project. CONSULTANT shall invoice OWNER on work completion as detailed by tasks in Exhibits A and B the amounts shown on “Exhibit D: Payments to the Engineer”. Invoices shall be payable to the CONSULTANT within thirty (30) days of receipt.

VI. ASSIGNABILITY

The CONSULTANT shall not assign any interest in this contract and shall not transfer any interest in the same without prior written consent of OWNER.

VII. INSURANCE REQUIREMENT

The CONSULTANT shall provide a minimum of one (1) million dollars of Professional General Liability Coverage, and one half (1/2) million dollars of auto liability coverage.

VIII. INDEMNITY

Each party to this agreement shall be responsible for its own negligence and any claim, damage, suit, loss, or expense caused thereby. Each party shall defend, indemnify and hold-harmless the other party from liability or expense to the extent said liability or expense results from the indemnifying party's negligence.

IX. TERMINATION OF CONTRACT

OWNER may terminate this Contract, or any portion of it, by serving notice of termination on the CONSULTANT. The notice shall state whether the termination is for convenience of OWNER or for default of the CONSULTANT. However, in either case whether for convenience or default, the CONSULTANT shall be notified in writing by OWNER 30 days prior to the issuance of the notice of termination. If the termination is for default, the notice shall state the manner in which the CONSULTANT has failed to perform the requirements of the Contract and the CONSULTANT shall be given a reasonable opportunity to correct any failure and to proceed with the project.

If, after serving a notice of termination for default, OWNER determines that the CONSULTANT has an excusable reason for not performing, such as a strike, fire, flood, or events which are not the fault of and are beyond the control of the CONSULTANT, OWNER, after setting up a new work schedule, may allow the CONSULTANT to continue to work.

If the termination is for the convenience of OWNER, or due to the withdrawal or reduction of Federal funding for the project, OWNER will be responsible for funding this work to the date of termination, including reasonable non-cancelable expenses incurred prior to notice of termination if such expenses were required under the scope of work and contemplated within the budget. Consultant shall be paid for all work performed to the date of termination.

X. CIVIL RIGHTS

The CONSULTANT agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; and the Americans with Disabilities Act of 1990, as amended.

The CONSULTANT agrees not to discriminate in its employment practices and shall render services under this contract without regards to race, color, age, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the CONSULTANT, or failure to comply with these statutory obligations, when applicable, shall be grounds for termination of this contract.

XI. DURATION OF AGREEMENT

This Agreement shall continue in full force and effect for a period of 12 months from the date hereof (the contract period).

IN WITNESS WHEREOF, the parties have affixed their legal hand in multiple counterparts on this _____ day of _____, 2021.

WITNESSES:

NEEL-SCHAFFER, INC.

By: _____

Douglas M. Wimberly, PE, Vice President

WITNESSES:

City of Hattiesburg

By: _____

Toby Barker, Mayor

EXHIBIT A

SCOPE OF DESIGN PHASE SERVICES

1 CONCEPTUAL DESIGN PHASE

After execution of the Agreement, the Conceptual Design Phase will be initiated and the **ENGINEER** shall:

- 1.1 Consult with the **OWNER** to clarify and define the **OWNER's** requirements for the Project.
- 1.2 Assemble and review available data which may be pertinent to the Project.
- 1.3 Make surveys needed for design of the Project, including locating utilities which are visually apparent. Establish horizontal and vertical control as necessary for construction of the Project. Surveys will also include establishing existing R.O.W. and picking adjacent parcel corners as applicable.
- 1.4 Identify and analyze requirements of governmental authorities having jurisdiction to approve the Project with whom consultation is to be undertaken in connection with the Project.
- 1.5 Prepare conceptual design documents consisting of final design criteria and conceptual layouts.
- 1.6 Locate telephone, electric power, gas, water, sewer and other utilities which will affect the Project from information provided by the **OWNER** and utility companies and from the **ENGINEER's** surveys. In that these utility locations are based, at least in part, on information from others, the **ENGINEER** cannot and does not warrant their completeness or accuracy.
- 1.7 Based on the information contained in the conceptual design documents, prepare an opinion of probable construction costs.
- 1.8 Furnish one copy of above conceptual design documents to **OWNER** for review
- 1.9 The **ENGINEER's** services under the Conceptual Design Phase will be considered complete no later than 30 days after the date when conceptual design documents are delivered to the **OWNER** for review and comment.

2 DESIGN PHASE

After receiving written authorization to proceed with the Design Phase, the **ENGINEER** shall:

- 2.1 On the basis of approved conceptual design documents (including **OWNER's** comments), perform detailed design resulting in a preliminary set of construction plans and specifications.
- 2.2 Prepare a project notebook containing copies of all design calculations, equipment and component data sheets, manufacturer's catalog cuts, survey books/notes, correspondence and other information as applicable.
- 2.3 Based on information contained in the design documents, prepare a revised opinion of probable

construction costs.

- 2.4 Furnish one set of the above design documents to the **OWNER** for review and approval.
- 2.5 Survey out and furnish one set of R.O.W. plats and descriptions for those areas where additional R.O.W. will be required for the construction of the project, if required.
- 2.6 The **ENGINEER's** services under the Design Phase will be considered complete 30 days after the date when the design documents are delivered to the **OWNER** for review and comment.

3 CONSTRUCTION DOCUMENT PHASE

After receiving written authorization to proceed with the Construction Document Phase, the **ENGINEER** shall:

- 3.1 On the basis of approved design phase documents (including **OWNER's** comments), perform detailed final design resulting in a final set of construction plans and specifications suitable for submittal to review authorities and subsequently to utilize in advertising for bids for the project.
- 3.2 Furnish the necessary sets of plans and specifications to the review authorities along with one set to the **OWNER** for review and comment.
- 3.3 Make revisions to plans and specifications as necessary to address review authority and **OWNER** comments.
- 3.4 Once approved by the review authority, provide the **OWNER** with three sets of review authority approved plans and specifications. Based on information contained in the construction documents, prepare a final opinion of probable construction costs.
- 3.5 The **ENGINEER's** services under the Construction Document Phase will be considered complete upon delivery of the final construction documents to the **OWNER**.

SCOPE OF NEPA PHASE SERVICES

1 WETLANDS DELINEATION

Concurrent with the Conceptual Design Phase, the **ENGINEER** will:

- 1.1 Identify all wetlands and streams falling partially or wholly within the project boundaries or which may be affected by the project.
- 1.2 Perform wetland delineations at each of the project sites in accordance with current USACE guidance and requirements..
- 1.3 Prepare a final wetland delineation report which will be submitted to the USACE for concurrence.
- 1.4 Make recommendations to the **OWNER** concerning mitigation, if required.

2 **CULTURAL RESOURCE STUDY**

Concurrent with the Conceptual Design Phase, the **ENGINEER** will:

- 2.1 Perform Cultural Resource surveys, testings, assessments, and mitigations.
- 2.2 Prepare draft/preliminary and final reports in accordance with applicable funding agency requirements as well as the Mississippi Department of Archives and History (MDAH) cultural resource guidelines and in accordance with all Federal codes and regulations related to cultural resources management that are in effect at the time of the contract.

EXHIBIT B

SCOPE OF CONSTRUCTION PHASE SERVICES

1 BIDDING AND CONTRACTING PHASE

After the **OWNER** has authorized the project for bidding, the Bidding and Contracting Phases will be initiated and the **ENGINEER** shall:

- 1.1 Prepare and issue Contract Documents to prospective bidders, and maintain a record of their issuance.
- 1.2 Prepare and issue Addenda as appropriate to interpret, clarify, correct or expand Contract Documents to each known procurer of the Contract Documents.
- 1.3 Provide information on the general scope, unusual conditions and desired sequence of construction as requested by procurers of Contract Documents.
- 1.4 Conduct a pre-bid conference if requested by the **OWNER**.
- 1.5 Assist the **OWNER** in advertising for and obtaining bids for the contract for construction.
- 1.6 Consult with and advise the **OWNER** as to the acceptability of subcontractors, suppliers, and other persons or organizations proposed by the prime Contractor as required by the Contract Documents.
- 1.7 Consult with and advise the owner as to the acceptability of substitute materials and equipment proposed by the Contractor when substitution prior to the award of contracts is allowed by the Contract Documents.
- 1.8 Attend the bid opening, prepare bid tabulation sheets and assist owner in evaluating bids.
- 1.9 Assist the **OWNER** in the preparation of the documents necessary to complete the award.
- 1.10 Conduct a preconstruction conference.
- 1.11 The Bidding and Contracting Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

2 CONSTRUCTION PHASE

General Administration of Construction Contract.

- 2.1 The **ENGINEER** shall consult with and advise **OWNER** and act as **OWNER'S** representative; shall issue all instructions of **OWNER** to Contractor; and shall act as initial interpreter of the Contract Documents and judge of the acceptability of the work thereunder.

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- 2.2 Visits to the Site and Observation of Construction.
- 2.2.1 The **ENGINEER** shall make visits to the site at intervals appropriate to the various stages of construction as he deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, the **ENGINEER** shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and shall keep **OWNER** informed of the progress of the work. The purpose of the **ENGINEER'S** visits to the site will be to enable him to carry out the duties and responsibilities assigned to and undertaken by him during the Construction Phase, and, in addition, through his experience as a qualified design professional, to provide for **OWNER** a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, the **ENGINEER** shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work; nor shall the **ENGINEER** have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, the **ENGINEER** can neither guarantee the performance of the construction contract by Contractor nor assume responsibility for Contractor's failure to furnish and perform his work in accordance with the Contract Documents.
- 2.2.2 Defective Work. During such site visits and on the basis of such observations, the **ENGINEER** may recommend to the **OWNER** disapproval or rejection of Contractor's work if the **ENGINEER** believes that such work will not produce a completed Project which conforms generally with the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- 2.2.3 Clarifications and Interpretations; Change Orders. The **ENGINEER** shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. In connection therewith, if appropriate, the **ENGINEER** shall recommend Change Orders to **OWNER** and shall prepare Change Orders as required.
- 2.2.4 Shop Drawings. The **ENGINEER** shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- 2.2.5 Substitutes. The **ENGINEER** shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
-

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- 2.2.6 Inspections and Tests. The **ENGINEER** shall have authority, as **OWNER'S** representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 2.2.7 Applications for Payment. Based on the **ENGINEER'S** on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules:
- 2.2.7.1 The **ENGINEER** shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to **OWNER**, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the **ENGINEER'S** knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents. In the case of unit price work, the **ENGINEER'S** recommendations of payment will include final determinations of quantities and classification of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- 2.2.7.2 By recommending any payment, the **ENGINEER** shall not thereby be deemed to have represented that on-site observations made by the **ENGINEER** to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to the **ENGINEER** in this Agreement and the Contract Documents. The **ENGINEER'S** review of Contractor's work for the purposes of recommending payments will not impose on the **ENGINEER** responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on the **ENGINEER** to make any examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to **OWNER** free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between **OWNER** and Contractor that might affect the amount that should be paid.
- 2.2.8 Contractor's Completion Documents. The **ENGINEER** shall receive, review and transmit to **OWNER** with written comments maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of the Contract Documents); and shall transmit them to **OWNER** with written comments.
- 2.2.9 Substantial Completion. Following notice from Contractor that Contractor considers the entire work ready for its intended use, the **ENGINEER** and **OWNER**, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If,

after considering any objections of **OWNER**, the **ENGINEER** considers the work substantially complete, the **ENGINEER** shall deliver a certificate of substantial completion to **OWNER** and Contractor.

- 2.2.10 Final Notice of Acceptability of the Work. The **ENGINEER** shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that the **ENGINEER** may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the **ENGINEER** shall also provide a notice that the work is acceptable to the best of the **ENGINEER**'s knowledge, information and belief and based on the extent of the services performed and furnished by the **ENGINEER** under this Agreement.
- 2.2.11 Record Documents. Upon completion of the work, the **ENGINEER** shall compile for and deliver to the **OWNER** a complete set of record documents conforming to information furnished to the **ENGINEER** by the Contractor. This set of documents shall consist of record specifications and reproducible record drawings showing the reported location of the work. In that record documents are based on information provided by others, the **ENGINEER** cannot and does not warrant their accuracy.
- 2.2.12 Limitation of Responsibilities. The **ENGINEER** shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization at the site or otherwise furnishing or performing any of the work. The **ENGINEER** shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.
- 2.2.13 Progress Meetings and Reports. During construction, the **ENGINEER** will schedule and conduct monthly progress meetings with the **OWNER**, Contractor and appropriate subcontractors, if any, to discuss progress, scheduling problems, conflicts and observations of all parties involved. The **ENGINEER** shall also prepare minutes of the meeting. The **ENGINEER** shall also prepare a construction progress report monthly which shall be submitted to **OWNER** by the 10th day of each month for the preceding month's work. This report shall accompany the Contractor's and the **ENGINEER'S** monthly payment requests.
- 2.2.14 Duration of Construction Phase. The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon written recommendation by the **ENGINEER** of final payment and submission of record documents to **OWNER**.

3 RESIDENT PROJECT REPRESENTATIVE

- 3.1 The **ENGINEER** shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist the **ENGINEER** in observing progress and quality of the work of the Contractor.
- 3.2 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, the **ENGINEER** shall endeavor to provide further protection for **OWNER** against defects and deficiencies in the work of the Contractor; but, the furnishing of such services will not make the **ENGINEER** responsible for or give him control over construction means, methods, techniques, sequences or

procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the work in accordance with the Contract Documents.

- 3.3 The duties and responsibilities of the RPR are limited to those of the **ENGINEER** in his agreement with the **OWNER** and in the construction Contract Documents, and are further limited and described as follows:
- 3.3.1 General Duties: RPR is the **ENGINEER'S** agent at the site and will act as directed by and under the supervision of the **ENGINEER** and will confer with the **ENGINEER** regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with the **ENGINEER** and Contractor keeping **OWNER** advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with **OWNER** with the knowledge of and under the direction of the **ENGINEER**.
- 3.3.2 Specific Duties and Responsibilities of RPR
- 3.3.2.1 Schedules. Review the progress schedule and schedule of Shop Drawing submittals prepared by Contractor and consult with the **ENGINEER** concerning acceptability.
- 3.3.2.2 Conferences and Meetings. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- 3.3.2.3 Liaison: Serve as the **ENGINEER'S** liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist the **ENGINEER** in serving as **OWNER'S** liaison with Contractor when Contractor's operations affect **OWNER'S** on-site operations.
- 3.3.2.4 Assist in obtaining from **OWNER** additional details or information, when required for proper execution of the work.
- 3.3.2.5 Shop Drawings and Samples: Record date of receipt of Shop Drawings and samples.
- 3.3.2.5.1 Receive samples which are furnished at the site by Contractor, and notify the **ENGINEER** of availability of samples for examination.
- 3.3.2.5.2 Advise the **ENGINEER** and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by the **ENGINEER**.
- 3.3.2.6 Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site observations of the work in progress to assist the **ENGINEER** in determining if the work is in general proceeding in accordance with the Contract Documents.
- 3.3.2.6.1 Report to the **ENGINEER** whenever RPR believes that any work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the **ENGINEER** of work that

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- RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 3.3.2.6.2 Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to the **ENGINEER** appropriate details relative to the test procedures and startups.
- 3.3.2.6.3 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report these results to the **ENGINEER**.
- 3.3.2.7 Interpretation of Contract Documents. Report to the **ENGINEER** when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the **ENGINEER**.
- 3.3.2.8 Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to the **ENGINEER**. Transmit to Contractor in writing decisions as issued by the **ENGINEER**.
- 3.3.2.9 Records: Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all addenda, Change Orders, additional Drawings issued subsequent to the execution of the contract, the **ENGINEER'S** clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.
- 3.3.2.9.1 Prepare a daily report or keep a diary or logbook, recording Contractor's hours on the job site, weather conditions, data relative to questions of Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the **ENGINEER**.
- 3.3.2.9.2 Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- 3.3.2.9.3 Reports: Furnish the **ENGINEER** periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.
- 3.3.2.10 Consult with the **ENGINEER** in advance of scheduled major tests, inspections or start of important phases of the work.
- 3.3.2.11 Draft and recommend to the **ENGINEER** proposed Change Orders, obtaining backup material from Contractor.
- 3.3.2.12 Report immediately to the **ENGINEER** and **OWNER** the occurrence of any accident.
- 3.3.2.13 Payment Requests. Review applications for payment with Contractor for compliance with the established procedure for submission and forward with recommendations to the **ENGINEER**, noting particularly the relationship of the payment requested to the work

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- completed and materials and equipment delivered at the site but not incorporated in the work.
- 3.3.2.14 Certificates, Maintenance and Operation Manuals. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the **ENGINEER** for review and forwarding to **OWNER** prior to final payment for the work.
- 3.3.2.15 Completion: Before the **ENGINEER** certifies substantial completion, submit to Contractor a list of observed items requiring completion or correction.
- 3.3.2.16 Observe whether Contractor has performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
- 3.3.2.17 Conduct a final inspection in the company of the **ENGINEER**, **OWNER**, and Contractor and prepare a final list of items to be completed or corrected.
- 3.3.2.18 Observe whether all items on final list have been completed or corrected and make recommendations to the **ENGINEER** concerning acceptance.
- 3.4 Limitations of Authority of the Resident Project Representative: Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by the **ENGINEER**.
- 3.4.1 Shall not exceed limitations of the **ENGINEER'S** authority as set forth in the Contract Documents and this Agreement.
- 3.4.2 Shall not undertake any of the responsibilities of Contractor, subcontractors, suppliers or Contractor's superintendent.
- 3.4.3 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- 3.4.4 Shall not advise on, issue directions regarding to, or assume control over safety precautions and programs in connection with the work.
- 3.4.5 Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.
- 3.4.6 Shall not authorize **OWNER** to occupy the Project in whole or in part.
- 3.4.7 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the **ENGINEER**.

EXHIBIT C

ADDITIONAL FEDERAL REQUIREMENTS FROM FTA

1. **Fly America Requirements (N/A for this contract)**
2. **Buy America Requirements (49 U.S.C. 5323(j), 49 CFR Part 661) N/A for this contract**

The Buy America Requirements apply to the following types of contracts when FTA funds are being used for new purchases: Construction contracts and acquisition of goods or rolling Stock (valued at more than \$100,000). Does not include existing rolling stock, but only new units purchased as part of this project-contract.

3. **Charter Bus Requirements (49 U.S.C. 5323(d), 49 CFR Part 604) N/A for this contract**

Applicability to Contracts

The Charter Bus Requirements apply to the following type of contract: Operational Service Contracts.

4. **School Bus Requirements (49 U.S.C. 4323(F), 49 CFR Part 605) N/A for this contract**

Applicability to Contracts

The School Bus Requirements apply to the following type of contract: Operational Service Contracts. NA for this contract

5. **Cargo Preference Requirements (N/A for this project)**
6. **Seismic Safety Requirements (N/A for this project)**
7. **Energy Conservation Requirements (42 U.S.C. 6321 et seq., 49 CFR Part 18)**

Applicability to Contracts

The Energy Conservation Requirements are applicable to all contracts.

Flow Down Requirements

The Energy Conservation Requirements extend to all third party contractors and their contracts at every tier and subrecipients and their sub-agreements at every tier.

Model Clause/Language

No specific clause is recommended in the regulations, because the Energy Conservation requirements are so dependent on each State's energy conservation plan. The following language has been developed by FTA:

Energy Conservation – The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State's (Mississippi in this case) energy conservation Plan issued in compliance with the Energy Policy and Conservation Act.

8. **Clean Water Requirements (33 U.S.C. 1251)**

Applicability to Contracts

The Clean Water Requirements apply to each contract and subcontract which exceeds \$100,000.

Flow Down Requirements

The Clean Water Requirements flow down to FTA recipients and subrecipients at every tier.

Model Clause/Language

While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements:

Clean Water – (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C 1251 et seq. The contractor agrees to report each violation to the purchaser and understands and agrees that the purchaser will, in turn, report each violation, as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The contractor also agrees to include the requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

9. Bus Testing (49 U.S.C. 5323(c), 49 CFR Part 665) N/A for this project

Applicability to Contracts

The Bus Testing Requirements pertain only to the acquisition of Rolling Stock/Turnkey.

10. Pre-Award and Post-Delivery Audit Requirements (49 U.S.C. 5323, 49 CFR Part 663) N/A for this Contract

Applicability to Contracts

These Requirements apply only to the acquisition of Rolling Stock/Turnkey. N/A for this contract

11. Lobbying (31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20)

Applicability to Contracts

The Lobbying Requirements apply only to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Flow Down Requirements

The Lobbying Requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(B)(5) and 49 CFR Part 19, Appendix A, Section 7.

Mandatory Clause/Language

Clause and language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure

Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

-Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation “New Restrictions on Lobbying,” at 49 CFR § 20.110(d).

-Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7 which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

-Use of “Disclosure of Lobbying Activities,” Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by “Government-wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] – Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20 “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds, with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier-to-tier up to the recipient.

APPENDIX A, 49 CFR PART 20—CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than the Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in

accordance with its instructions [as amended by “Government-wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in Paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601 *et seq.*].

- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Neel-Schaffer, Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Doug Wimberly, Vice President
Name & Title of Contractor’s Authorized Official

12. Access to Records and Reports (49 U.S.C. 4325, 18 CFR 18.36(i), 49 CFR 633.17)

Applicability to Contracts

Reference Chart “Requirements for Access to Records and Reports by Type of Contracts.”

Flow Down Requirements

FTA does not require the inclusion of these requirements in subcontracts.

Model Clause/Language

The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

Access to Records – The following access to records requirements apply to this contract:

- 1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a

subgrantee of the FTA Recipient in accordance with 49 CFR 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract, for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his or her authorized representatives, including any PMO Contractor access to Contractor's records and construction sites, pertaining to a major capital project, defined at 49 U.S.C. 5307, 5309, 5311

- 2) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient, in accordance with 49 CFR 633.17, Contractors agrees to provide the Purchaser, the FTA Administrator or his authorized representative, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5301(a)(1), which receiving Federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- 3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 CFR 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representative with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- 4) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)(1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- 5) The Contractor agrees to permit any of the forgoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably as needed.
- 6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- 7) FTA does not require the inclusion of these requirements in subcontracts.

13. Federal Changes (49 CFR Part 18)

Applicability to Contracts

The Federal Changes Requirement applies to all contracts.

Flow Down

The Federal Changes Requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language

No specific language is mandated. The following language has been developed by FTA.

Federal Changes – Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time, during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

14. Bonding Requirements (N/A for this contract)**15. Clean Air (42 U.S.C. 7401 et seq., 40 CFR 15.61, 49 CFR Part 18)****Applicability to Contracts**

The Clean Air Requirements apply to all contracts exceeding \$100,000, including indefinite quantities where amount is expected to exceed \$100,000 in any year.

Flow Down

The Clean Air Requirements flow down to all subcontracts which exceed \$100,000.

Model Clause/Language

No specific language is required. FTA has proposed the following language:

Clean Air

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

16. Recycled Products (N/A for this project)**17. Davis-Bacon & Copeland Anti-Kickback Acts required for Construction work - N/A for this contract****18. Contract Work Hours and Safety Standards Act - N/A for this contract****Background and Application**

The Contract Work Hours and Safety Standards Act is codified at 40 U.S.C. 3701, *et seq.* The Act applies to grantee contracts and subcontracts “financed at least in part by loans or grants from. . .the [Federal] Government.” 40 U.S.C. 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR

18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6), the Act no longer applies to any “contract in an amount that is not greater than \$100,000.” 40 U.S.C. 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ “laborers or mechanics on a public work.” These non-construction applications do not generally apply to transit procurements, because transit procurements (to include rail cars and buses) are deemed “commercial items.” 40 U.S.C. 3707, 41 U.S.C. 403(12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

Clause Language

Contract Work Hours and Safety Standards

- (1) Overtime Requirements – No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; Liability for Unpaid Wages; Liquidated Damages – In the event of any violation of the clause set forth in Paragraph (1) of this Section, the Contractor or any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph (1) of this Section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph (1) of this Section.
- (3) Withholding for Unpaid Wages and Liquidated Damages - The *(write in the name of the grantee)* shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in Paragraph (2) of this Section.

19. RESERVED

20. No Government Obligation to Third Parties

Applicability to Contracts

Applicable to all contracts.

Flow Down

Not required by statute or regulation for either primary Contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause and Language

While no specific language is required, FTA has developed the following language:

No Obligation by the Federal Government

- (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

21. Program Fraud and False or Fraudulent Statements and Related Acts (31 U.S.C. 3801 et seq., 49 CFR Part 31 18 U.S.C. 1001, 49 U.S.C. 5307)

Applicability to Contracts

These requirements are applicable to all contracts.

Flow Down

These requirements flow down to Contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language

These requirements have no specified language, so FTA proffers the following language.

Program Fraud and False or Fraudulent Statements or Related Acts

- (1) The Contractor acknowledges that the provisions of the “Program Fraud Civil Remedies Act of 1986,” as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil.

Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

22. Termination (49 U.S.C. Part 18, FTA Circular 4220.1E)

Applicability to Contracts

All contracts (with exception of contracts with non-profit organizations and institution of higher education) in excess of \$10,000 shall contain suitable provisions for termination by the grantee, including the manner by which it will be effected and the basis for settlement. (For contracts with non-profit organizations and institutions of higher education, the threshold is \$100,000). In addition, such contracts shall describe conditions under which the contract may be terminated for default, as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down

The Termination Requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with non-profit organizations and institutions of higher education.

Model Clause/Language

FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts.

- (1) Termination for Convenience (General Provision) The City of Hattiesburg may terminate this contract, in whole or in part, at any time by written notice to the Contractor, when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City of Hattiesburg to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Hattiesburg, the Contractor will account for the same, and dispose of it in the manner that the City of Hattiesburg directs.
- (2) Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Hattiesburg may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor, setting forth the manner in which the Contractor is in default.

The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City of Hattiesburg that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Hattiesburg, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

- (3) Opportunity to Cure (General Provision) The City of Hattiesburg, in its sole discretion may, in case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which the cure is permitted and other appropriate conditions.

If Contractor fails to remedy to the City of Hattiesburg's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of the written notice from the City of Hattiesburg setting for the nature of said breach or default, the City of Hattiesburg shall have the right to terminate the contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City of Hattiesburg from also pursuing all available remedies against Contractor and its sureties for said breach or default.

- (4) Waiver of Remedies for any Breach In the event that the City of Hattiesburg elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by the City of Hattiesburg shall not limit the City of Hattiesburg's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.
- (5) Termination for Convenience (Professional or Transit Service Contracts) The City of Hattiesburg, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the City of Hattiesburg shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
- (6) Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the City of Hattiesburg may terminate this contract for default. The City of Hattiesburg shall terminate by delivering to the Contractor a Notice of Termination, specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Hattiesburg.

- (7) Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Hattiesburg may terminate this contract for default. The City of Hattiesburg shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services

performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of City of Hattiesburg goods, the Contractor, upon direction of the City of Hattiesburg, protect and preserve the goods, until surrendered to the City of Hattiesburg or its agent. The Contractor and City of Hattiesburg shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute Clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City of Hattiesburg.

- (8) Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work, or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the City of Hattiesburg may terminate this contract for default. The City of Hattiesburg shall terminate by delivering to the Contractor a Notice of Termination, specifying the nature of the default. In this event, the City of Hattiesburg may take over the work and complete it by contract or otherwise, and may take possession of any use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the City of Hattiesburg, resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City of Hattiesburg in completing this work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

- (a) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the City of Hattiesburg, acts of another contractor in the performance of a contract with the City of Hattiesburg, epidemics, quarantine restrictions, strikes, freight embargoes; and
- (b) The Contractor, within ten (10) days from the beginning of any delay, notifies the City of Hattiesburg in writing of the causes of delay. If, in the judgment of the City of Hattiesburg, the delay is excusable, the time for completing the work shall be extended. The judgment of the City of Hattiesburg shall be final and conclusive on the parties but subject to appeal under the Dispute Clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the City of Hattiesburg.

- (9) Termination for Convenience (Architect and/or Engineering) The City of Hattiesburg may terminate this contract, in whole or in part, for the City of Hattiesburg's convenience or because of the failure of the Contractor to fulfill the contract obligations. The City of Hattiesburg shall terminate by delivering to the Contractor a written Notice of Termination, specifying the nature, extent, and effective date of termination. Upon receipt of the notice, the

Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for convenience of the City of Hattiesburg, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the City of Hattiesburg may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the City of Hattiesburg.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same, as if the termination had been issued for the convenience of the City of Hattiesburg.

- (10) Termination for Convenience of Default (Cost-Type Contracts) The City of Hattiesburg may terminate this contract, or any portion of it, by serving a written Notice of Termination to the Contractor. The notice shall state whether the termination is for convenience of the City of Hattiesburg or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the City of Hattiesburg or property supplied to the Contractor by the City of Hattiesburg.

If the termination is for default, the City of Hattiesburg may fix the fee, if the contract provides for a fee, to be paid to the Contractor in proportion to the value, if any, of work performed up to the time of termination.

If, after serving Notice of Termination for default, the City of Hattiesburg determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the Contractor, the City of Hattiesburg, after setting up a new work schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

23. Government-wide Debarment and Suspension (Non-procurement)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, "Debarment and Suspension," Executive Order 12689, "Debarment and Suspension," and 31 U.S.C. 61091 note (Section 2455, Public Law 103-355, 108 Stat. 3327.

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000, as well as any contract or subcontract (at any level) for Federally required auditing services 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) checking the Excluded Parties List System, (b) collecting a certification from that person, or (c) adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29 Subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Clause Language

The following clause language is suggested, not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

Suspension or Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by City of Hattiesburg. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City of Hattiesburg, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

24. Privacy Act (5 U.S.C. 552)

Applicability to Contracts

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act Requirements apply to all contracts.

Flow Down

The Federal Privacy Act Requirements flow down to each third party contractor and their contracts at every tier.

Model Clause/Language

The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

Contracts Involving Federal Privacy Act Requirements – The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract.

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552(a). Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

25. Civil Rights Requirements (29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.)

Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

Flow Down

The Civil Rights Requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language

The following clause was predicated on language contained at 49 CFR Part 19, Appendix A but FTA has shortened the lengthy text.

Civil Rights – The following requirements apply to the underlying contract:

- (1) Non-discrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000(D) Section 303 of the Age Discrimination of 1975, as amended 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, AND Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:
 - a. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000(e), and Federal transit laws at 49 U.S.C. § 5332, THE Contractor agrees to comply with all applicable Equal Employment

Opportunity requirements of the U. S. Department of Labor (U.S.DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 “Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000(e) note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- b. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U. S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 16309, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed, in whole or in part, with Federal Assistance provided by FTA, modified only if necessary to identify the affected parties.

26. Breaches and Dispute Resolution (49 CFR Part 18, FTA Circular 4220.1E)

Applicability to Contracts

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies, in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down

The Breaches and Dispute Resolution requirements flow down to all tiers.

Model Clause/Language

FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. City of Hattiesburg should consult legal counsel in developing appropriate clauses. The following clauses are examples or provisions from

various FTA third party contracts.

Disputes – Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by authorized representative of the City of Hattiesburg. This decision shall be final and conclusive, unless [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute – Unless otherwise directed by the City of Hattiesburg, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages – Should either party to the contract suffer injury or damage to person or property because of any act or omission of the part or of any or his employees, agents or others for whose acts he is legally liable, a claim for damages, therefore, shall be made in writing to such other party within a reasonable time, after the first observance of such injury or damage.

Remedies – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Hattiesburg and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration, if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of Hattiesburg is located.

Rights and Remedies – The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Hattiesburg, architect or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

- 27. Patent and Rights Data (37 CFR Part 401, 49 CFR Parts 18 and 19) (N/A for this project)**
- 28. Transit Employee Protective Agreements (49 U.S.C § 5310, § 5311, AND § 5333, 29 CFR Part 215) NA for this contract**

Applicability to Contracts

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit “operations” for purposes of this clause.)

Flow Down

These provisions are applicable to all contracts and subcontracts at every tier.

- 29. Disadvantaged Business Enterprise (DBE) (49 CFR Part 26)**

Background and Applicability

The newest version of the Department of Transportation’s Disadvantaged Business Enterprise

(DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitation on retainage), applicable to all subcontractors, regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection (b) flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage. (See Section 26.29.) Grantee choices concerning retainage should be reflected in the language choices in clause subsection (d).

Clause Language

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26, as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation, when specific contract goals have been established.

Disadvantaged Business Enterprise

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26 “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.” The agency’s overall goal for DBE participation is 1.2%. A separate contract goal has not been established for this procurement.
- b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Hattiesburg deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(B)).
- c. The successful bidder/offerer will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d. The Contractor is required to pay its subcontractor performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor’s receipt of payment for that work from the City of Hattiesburg. In addition, is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor’s work by the City of Hattiesburg and Contractor’s receipt of the partial retainage payment related to the subcontractor’s work.
- e. The Contractor must promptly notify City of Hattiesburg, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must

make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate, without proper written consent of City of Hattiesburg.

CITY OF HATTIESBURG DBE PROGRAM

POLICY STATEMENT

The City of Hattiesburg (“City”) has established a Disadvantage Business Enterprise (DBE) program in accordance with regulations of the U. S. Department of Transportation (DOT), 49 CFR Part 26. The City has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the City has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the City to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure non-discrimination in the award and administration of DOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts;
6. To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.

The Director of the Department of Urban Development has been designated as the DBE Liaison Officer. In that capacity, the Director is responsible for implementing all aspects of the DBE Program. Implementation of the DBE Program is accorded the same priority as compliance with all other legal obligations incurred by the City in its financial assistance agreements with Department of Transportation.

The City of Hattiesburg has disseminated this policy statement to the City of Hattiesburg Council and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts. The DBE Policy Statement is posted on the City of Hattiesburg website and has been mailed to the certified DBE business organizations located within the Hattiesburg Urbanized Area and the surrounding counties of Forrest, Lamar, Jones, Marion and Perry.

SUB-PART A – GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are found in the policy statement on the first page of this Program.

Section 26.3 Applicability

The City of Hattiesburg is the recipient of federal-aid highway funds authorized under Titles I and V of ISTEA, Pub. L. 102-240, 105 Stat. 1914, Titles I, III, and V of the TEA-21, Pub. L 105-178, 112 Stat. 107. The City of Hattiesburg is the recipient of federal transit funds authorized by Titles I, III, V, and VI of ISTEA, Pub. L. 102-240 or by Federal transit laws in Title 49, U. S. Code, or Titles I, II, and V of the TEA-21, Pub. L 105-178.

Section 26.5 Definitions

The City of Hattiesburg will adopt, as a part of this document the definitions contained in 49 CFR Part 26.5 for this program (See “Definitions of Terms” section of this document).

Section 26.7 Non-discrimination Requirements

The City of Hattiesburg will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE Program, City of Hattiesburg will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program, with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Record Keeping Requirements

Reporting to DOT: 26.11(b)

City of Hattiesburg shall report DBE participation to FTA as follows:

City of Hattiesburg shall report DBE participation on a semi-annual basis, using DOT form 4630. These reports shall reflect payments actually made to DBE's on FTA assisted contracts.

Bidders List: 26.11(c)

The City of Hattiesburg does not maintain a bidders list.

The City of Hattiesburg shall collect this information in the following ways:

1. All contracts shall require prime bidders to report the names/addresses, and other pertinent information of all firms that gave quotes to them for any subcontracted work.
2. Require all prime bidders to request that firms quoting on subcontracts to report information on their firm directly to the City of Hattiesburg.
3. Any other method deemed to be sound and accurate at the time of the bid.

Section 26.13 Federal Financial Assistance Agreement

City of Hattiesburg has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: 26.13(a)

City of Hattiesburg shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of DOT-assisted contracts. The City's DBE Program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of its failure to carry out its approved Program, the Department may impose sanctions, as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and /or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

This language will appear in financial assistance agreements with sub-recipients.

Contract Assurance: 26.13(b)

The City of Hattiesburg will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

This language (verbatim) will appear in financial assistance agreements with the sub recipients.

SUBPART B – ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

Since City of Hattiesburg may receive, during a Federal fiscal year, a grant of \$250,000 or more for FTA planning, capital, and/or operating assistance, and/or any funds authorized by FHWA statutes for which this part applies, we will (if applicable) continue to carry out this Program until all funds from DOT financial assistance have been expended. We will provide to DOT updates representing significant changes in the Program.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this program.

Section 26.25 DBA Liaison Officer (DBELO)

We have designated the following individual as our DBE Liaison Officer:

Andrew Ellard, Director of Urban Planning, City of Hattiesburg, Phone: 601-545-4609.
Fax 601-544-0392, email mpo@hattiesburgms.com

In that capacity, the DBELO is responsible for implementing all aspects of the DBE Program and ensuring that the City complies with all provisions of 49 CFR Part 26. The DBELO has direct, independence access to the Chief Administrative Officer concerning the DBE Program matters. The DBELO has adequate staff to administer the Program in compliance with this Part. An organizational chart displaying the DBELO's position in the organization is found in Attachment 1 to the Program document.

The DBELO is responsible for developing, implementing and monitoring the DBE Program, in coordination with other appropriate officials. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this Program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
6. Analyzes City's progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the governing body on DBE matters and achievement.
9. Plans and participates in DBE training seminars.
10. Provides outreach to DBEs and community organizations to advise them of opportunities.
11. Maintains the City's updated directory on certified DBEs.

Section 26.25 DBE Financial Institutions

It is the policy of City of Hattiesburg to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

The City of Hattiesburg has made phone calls to all financial institutions within the City of Hattiesburg in an effort to identify and use such institutions. We will also re-evaluate the availability of DBE financial institutions every three years. To date we have identified there are no institutions in the local area and based on this search there are no DBE owned banks in the State of Mississippi.

Section 26.29 Prompt Payment Mechanisms

Prompt Payment: 26.29(a)

City of Hattiesburg will include the following clause in each DOT-assisted prime contract:

Prompt Payment: 26.29(a): The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City.

Retainage: 26.29(b)

The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days, after the subcontractor's work is satisfactorily completed and accepted by the City, and all lien delays under applicable laws have expired. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause, following written approval from the City. This clause applies to both DBE and non-DBE subcontractors.

Monitoring and Enforcement: 26.29(d)

The City of Hattiesburg recognizes that prompt payment requirements are an important race-neutral mechanism that can benefit both DBEs and non-DBEs. The City of Hattiesburg will require that the following clause be included in each U.S. DOT assisted prime contract:

“The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime contractor receives from the City of Hattiesburg. The City of Hattiesburg does not withhold retainage on the Prime Contractor and therefore the Prime Contractor may not withhold retainage on the subcontractors. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Hattiesburg. This request for delay or postponement should be made to the City of Hattiesburg's Department of Federal and State Programs prior to the 15-day deadline for making prompt payments to the subcontractors. This clause applies to both DBE and non-DBE subcontractors. Failure to comply with the prompt payment requirement will result in the prime contractor's monthly estimates being withheld until the requirements of prompt payment have been fulfilled.

Section 26.31 Directory

The City of Hattiesburg participates in the State of Mississippi's Disadvantaged Business Enterprises Unified Certification Program. Under this program, the Mississippi Department of Transportation (MDOT) maintains a directory identifying all firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, date of the most recent certification, and the type of the work the firm has been certified to perform as a DBE. MDOT revises the Directory annually. The City of Hattiesburg makes the Directory available as follows:

1. A link on the City of Hattiesburg's website under the Department of Federal and State Program Metropolitan Planning Organization.
2. A copy is kept in the Office of the Department of Federal and State Programs office located at 200 Forrest Street, Hattiesburg, MS 39401 and the Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization, 308 Newman Street, Hattiesburg, MS 39401 at all times.

The Directory may be found in Attachment No. 2 of this program document.

Section 26.33 Overconcentration

City of Hattiesburg has not identified that over-concentration exists in the types of work that DBEs perform.

Section 26.35 Business Development Programs

The City of Hattiesburg has not established a business development program.

Section 26.35 Business Development Programs

The City of Hattiesburg has not established a business development program.

Section 26.37 Monitoring and Enforcement Mechanisms

The City of Hattiesburg shall take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. The City of Hattiesburg shall bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.
2. The City of Hattiesburg shall consider similar action under our own legal authorities, including responsibility determinations in future contracts. **Attachment #3** lists the regulation, provisions, and contract remedies available to The City of Hattiesburg in the events of non-compliance with the DBE regulation by a participant in our procurement activities.
3. The City of Hattiesburg shall monitor, enforce, and verify that work committed to DBEs at contract award is actually performed by the DBEs.
4. The City of Hattiesburg shall keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

Section 26.39 Small Business Participation

City of Hattiesburg has incorporated the following non-discriminatory elements to its DBE Program, in order to facilitate competition on DOT-assisted public works projects by small business concerns (both DBEs and non-DBE small business)) and to ensure that the maximum feasible portion of the City of Hattiesburg's overall DBE goal is met by using race-neutral means, The City of Hattiesburg will establish SBE participation goals on its federally funded contracts. Prime contractors may use DBE and/or SBE firms in order to satisfy these SBE goals. The City of Hattiesburg will ensure as a part of the larger DBE program, including elements that:

1. Require bidders on large contracts to identify and/or provide specific subcontracts appropriate for

small business participation;

2. Include letting prime contract of a size that small businesses can reasonably compete for and perform, provide outreach, technical assistance and training opportunities for small businesses through various partnerships. The City of Hattiesburg advertises contracting opportunities through various outlets, including local newspapers, minority-based publications and trade publications as well as on its website.

The City's small business program is an active part of the city's DBE program, but does not replace or act as a substitute for other critical elements of the city's DBE program, including use of contract goals (as appropriate), good faith efforts evaluations, etc.

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

The City of Hattiesburg does not use quotas in any way in the administration of this DBE program.

Section 26.45 Overall Goals

A description of the methodology to calculate the overall goal and the goal calculations can be found in *Attachment #4* to this program. This section of the program will be updated every three years.

Amount of Goal

1. The City of Hattiesburg's overall goal for the following time period 2020-2021 is the following: 1.2% of the Federal financial assistance we will expend in DOT-assisted contracts.

Methodology

The methodology used to calculate the relative availability of DBE's is a percentage figure calculated by dividing the number of representing available DBE's by a number of businesses representing all firms. The data source to determine the base figure for relative DBE's was calculated as follows:

The data source or demonstrated evidence used to derive the numerator was the Mississippi Contract Procurement Center located in Biloxi, Mississippi for Small Businesses and the Mississippi Department of Transportation Web Page Site for Disadvantage Business Enterprise (DBE's).

The data source or demonstrated evidence used to derive the denominator was the U.S. Census Bureau County Business Pattern for Forrest County, Mississippi. The City established its goals based on a methodology that takes into account several factors contained in 49 CFR 26.45. These factors include: use of other DBE directories, Census Bureau data, use of alternative methods, adjusting for demonstrated evidence of local market conditions. Data to support this methodology was obtained from available DBE directories. When we divided the numerator by the denominator we arrived at the base figure for our overall goal and that number was 1.2%. After calculating a base figure of the relative availability of DBE's evidence was examined to determine what adjustment was needed to the base figure in order to arrive at the overall goal. In order to reflect as accurately as possible the DBE participation, we have no adjustments to our base figure of 1.0%.

The reason we chose not to adjust our figure using this data was that it reflected the number of qualified/certified businesses that met the standards of DBE certification. The "relative availability" of DBE's in Hattiesburg contracting areas is estimated at 1.2%. This figure was derived by comparing the number of certified DBE's in Standard Industrial Classification (SIC) Codes with the total number of small businesses in the SIC code that are thought to be ready, willing and able to bid on contracts and subcontracts. Some SIC codes do little transit work. In doing so, the City has determined because of the limited number of DBE firms, it is necessary for the City not to adjust the base figure.

In accordance with Section 26.45(f) The City of Hattiesburg shall submit its overall goal to DOT on August 1 of each year. Before establishing the overall goal each year, The City of Hattiesburg shall consult with the minority, women and general contractor groups as well as other community organizations in an effort to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the City of Hattiesburg efforts to establish a level playing field for the participation of DBEs.

Following this consultation, the City of Hattiesburg will publish a notice in the newspaper of largest circulation in the City of Hattiesburg (The Hattiesburg American and the Clarion Ledger) and on its website of the proposed overall goals, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at its principal office for 30 days following the date of the notice, and inform the public that the City of Hattiesburg and DOT will accept comments on the goals for 45 days from the date of the notice. Normally, this notice will be issued by June 1 of each year. The notice will include addresses to which comments may be sent and addresses (including offices and websites) where the proposal may be reviewed. The City of Hattiesburg's overall goal submission to DOT will include a summary of information and comments received during this public participation process and our responses.

The City of Hattiesburg will begin using its overall goal on August 1 for the year of triennial cycle, unless it has received other instructions from DOT. If the city establishes a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT-assisted contract for the project.

Section 26.47 Goal Setting and Accountability

If the awards and commitments shown on the City of Hattiesburg's Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall applicable to that fiscal year, we will:

1. Analyze in detail the reason for the difference between the overall goal and the actual awards/commitments;
2. Establish specific steps and milestones to correct the problems identified in the analysis; and
3. Submit the plan to FTA within 90 days of the end of the affected fiscal year. The City of Hattiesburg is not required but will still perform the analysis, establish and implement a corrective action plan, and maintain information/records regarding the analysis and efforts made.

Section 26.49 Transit Vehicle Manufacturers Goals

The City of Hattiesburg will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of this section. Alternatively, the City of Hattiesburg may, at its discretion and with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of the transit vehicle manufacturer complying with this element of the program.

Section 26.51 Meeting Overall Goals/Contract Goals

Breakout of Estimated Race-Neutral & Race-Conscious Participation

The breakout of estimated race-neutral and race-conscious participation can be found in *Attachment #5* to this program. This section of the program will be updated when the goal calculation is updated.

The City of Hattiesburg will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation. The City of Hattiesburg will attempt to use the following race neutral means to increase DBE participation:

1. Arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE's and other small businesses;
 2. Providing technical assistance and other services;
 3. Carrying out information and communications programs on contracting procedures and specific contract opportunities; We estimate that, in meeting our goal, we obtain half from race-neutral and half through race-conscious measures. The City of Hattiesburg has DBE history for its transit services. Therefore, the City will establish contract goals to meet any portion of its overall goal that it does not project being able to meet using race- neutral means.
- The following is a summary of the basis of our estimated breakout of race-neutral and race-conscious including the use of outside directories, census data and other related facts to determine relative availability.

MEANS TO MEET OVERALL GOALS

The City of Hattiesburg will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation.

The City of Hattiesburg will attempt to use the following race-neutral means to increase DBE participation: Arrange solicitations, times for presentation of bids, quantities, specifications and delivery schedules in ways that facilitate DBE's and other small business participation.

- Provide technical assistance and other services;
- Provide services to help DBE's and other small businesses improve long-term development, increase opportunities to participate in a variety of kind of work;
- Carrying out information and communications programs on contracting procedures and specific contract opportunities;
- The City of Hattiesburg established a contract goal to meet any portion of its overall goal does not project being able to meet using race-neutral means.

We estimate that, in meeting our overall goal of 1.2%, we will obtain 1.0% from race neutral and .2% through race conscious measures. Because of the lack of DBE firms and because of the procurement requirements germane to the City of Hattiesburg, the City of Hattiesburg will ensure that the DBE program continues to be tailored to overcome the effects of discrimination.

The following is a summary of the basis of our estimated breakout of race-neutral and race-conscious DBE participation:

The City of Hattiesburg will establish goals to determine race-neutral and race-conscious including the use of outside directories, census data and other related facts to determine relative availability.

The City of Hattiesburg will make an effort to collect data as a result of this program, will review performance data including race-neutral and race-conscious means and their effectiveness, and will participate in outreach meetings with both DBE's and non DBE's willing to participated in transit programs.

Contract Goals

The City of Hattiesburg shall use contract goals to meet any portion of the overall goal that City of Hattiesburg does not project being able to meet using race-neutral means. Contract goals are

established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of City of Hattiesburg's overall goal that is not projected to be met through the use of race-neutral means. City of Hattiesburg shall establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. City of Hattiesburg need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work.) We will express our contract goals as a percentage of the total amount of a DOT-assisted contract.

Section 26.53 Good Faith Efforts Procedures

Demonstration of good faith efforts (26.53(a) & (c)). The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26. The Transit Administrator is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsible.

The City of Hattiesburg shall ensure that all information is complete and accurate and adequately documents the bidder/offer's good faith efforts before it commits to the performance of the contract by the bidder/offeror. Information to be submitted (26.53(b)).

The City of Hattiesburg treats bidder/offers' compliance with good faith efforts' requirements as a matter of responsibility.

Each solicitation for which a contract goal has been established shall require the bidders/offerors to submit the following information:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment and
6. If the contract goal is not met, evidence of good faith efforts.

Administrative reconsideration (26.53(d))

Within 10 days of being informed by the City of Hattiesburg that it is not responsible because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the City of Hattiesburg:

Andrew Ellard, Director Urban Development The City of Hattiesburg

P.O. Box 1898

Hattiesburg, MS 39403-1898

(Phone) 601-545-4609 (Fax) 601-544-0392

(Email) mpo@hattiesburgms.com

The Director of Urban Development will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts. As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will

have the opportunity to meet in person with the MPO Division Manager to discuss the issue of whether it met the goal or made adequate good faith efforts to do. The MPO Division Manager shall send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Good Faith Efforts when a DBE is replaced on a contract (26.53(f))

The City of Hattiesburg shall require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. The City of Hattiesburg shall require the prime contractor to notify the DBE Liaison Officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation. In this situation, the city will require the prime contractor to obtain its prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

If the contractor fails or refuses to comply in the time specified, the City of Hattiesburg shall issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the City of Hattiesburg may proceed with a breach of contract action pursuant to the terms of the contract and the laws of the State of Mississippi.

Sample Bid Specification:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the City of Hattiesburg to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of 1% percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts. This prime Contractor obligation can be met by completing Form 1 and Form 2 as found in Attachment #6.

Section 26.55 Counting DBE Participation

The City of Hattiesburg shall count DBE participation toward overall and contract goals as provided in 49 CFR 26.55.

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

The City of Hattiesburg is a member of a Unified Certification Program (UCP) administered by the Mississippi Department of Transportation (MDOT) and will rely upon their certification procedures.

SUBPART E – CERTIFICATION PROCEDURES

Section 26.81 Unified Certification Programs

The City of Hattiesburg is a member of a Unified Certification Program (UCP) administered by the Mississippi Department of Transportation (MDOT). The UCP will meet all of the requirements of this section. This UCP can be found at *Attachment #8*.

Section 26.83 Procedures for Certification Decisions

Re-certifications 26.83(a) & (c) the City of Hattiesburg was not required to have a DBE program under former part 23 and therefore is not required to participate in any re-certifications. For firms that the City has certified or reviewed and found eligible under part 26, we will again review their eligibility every three (3) years. These reviews will include the following components:

1. Completion of new application, including Financial Statement(s)
2. Review of application and components “No Change” Affidavits and Notices of Change (26.83(j)) the City shall require all DBEs to inform it, in a written affidavit, of any change in its circumstances affecting its ability to meet size, disadvantaged status, ownership or control criteria of 49 CFR Part 26 or of any material changes in the information provided with the city’s application for certification. The City shall also require all owners of all DBEs the City has certified to submit, on the anniversary date of their certification, a “no change” affidavit meeting the requirements of 26.83(j). The test of this affidavit is the following:

I swear (or affirm) that there have been no changes in the circumstances of [name of DBE firm] affecting its ability to meet the size, disadvantaged status, ownership, or control requirements of 49 CFR part 26. There have been no material changes in the information provided with [name of DBE]’s application for certification, except for any changes about which you have provided written notice to the City under 26.83(j). [Name of firm] meets Small Business Administration (SBA) criteria for being a small business concern and its average annual gross receipts (as defined by SBA rules) over the firm’s previous three fiscal years do not exceed \$16.6 million. The City shall require DBEs to submit with this affidavit documentation of the firm’s size and gross receipts. The City shall notify all currently certified DBE firms of these obligations by mail on an annual basis. This notification will inform DBEs that to submit the “no change” affidavit, their owners must swear or affirm that they meet all regulatory requirements of part 26, including personal net worth. Likewise, if a firm’s owner knows or should know that he or she, or the firm, fails to meet a part 26 eligibility requirement (e.g. personal net worth), the obligation to submit a notice of change applies.

Section 26.85 Denials of Initial Requests for Certification

If the City of Hattiesburg denies a firm’s application or decertifies it, it may not reapply until 12 months have passed from the date of the denial.

Section 26.87 Removal of a DBE's Eligibility

In the event that the City of Hattiesburg proposes to remove a DBE's certification, it will follow procedures consistent with 26.87. *Attachment #9* to this program sets forth these procedures in detail. To ensure separation of functions in a de-certification, the City has determined that the Director of Urban Development will serve as the decision-maker in de-certification proceedings. The City has established an administrative "firewall" to ensure that the Director of Urban Development will not have participated in any way in the de-certification proceeding against the firm (including in the decision to initiate such a proceeding).

Section 26.89 Certification Appeals

Any firm or complainant may appeal the City of Hattiesburg decisions in certification matters to DOT. Such appeals may be sent to:

*U.S. Department of Transportation
Office of Civil Rights Certification Appeals Branch
1200 New Jersey Ave. SE
West Building, 7th Floor
Washington, D.C. 20590*

The City shall promptly implement any DOT certification appeal decisions affecting the eligibility of DBEs for our DOT-assisted contracting (e.g., certify a firm if DOT has determined that our denial of its application was erroneous).

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.109 Information, Confidentiality, Cooperation

The City of Hattiesburg shall safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law. Notwithstanding any contrary provisions of state or local law, the City of Hattiesburg shall not release personal financial information submitted in response to the personal net worth requirement to a third party (other than DOT) without the written consent of the submitter.

Monitoring Payments to DBEs

The City of Hattiesburg shall require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records shall be made available for inspection upon request by any authorized representative of the City or DOT. This reporting requirement also extends to any certified DBE subcontractor. The City shall perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

DBE PROGRAM Attachments

All DBE Program Attachments, included in the City's adopted DBE Program, are incorporated here by reference, and are accessible by contacting the DBE Liaison Officer and Director of Urban Development at 601-545-4675.

30. RESERVED

31. Incorporation of Federal Transit Administration (FTA) Terms (FTA Circular 4220.1E) Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Flow Down

The incorporation of FTA terms has unlimited flow down.

Model Clause/Language

FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms – The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control, in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any [name of grantee] to be in violation of the FTA terms and conditions.

32. FTA Drug and Alcohol Policy (49 U.S.C. §5331, 49 CFR Parts 653 and 654) N/A for this contract

Applicability to Contracts

The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Flow Down

Anyone who performs a safety-sensitive function for the recipient or Subrecipient is required to comply with 49 CFR 653 and 654, with certain exceptions for contracts involving maintenance services. Maintenance contractors for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance subcontractors.

Model Clause/Language Introduction

FTA's drug and alcohol rules, 49 CFR 653 and 654, respectively are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with Parts 653 and 654. Second, the rules condition the recipient of certain kinds of FTA funding on the recipient's

compliance with the rules; thus, the recipient is not in compliance with the rules, unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

How a recipient does so depends upon several factor, including whether the Contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the Contractor, and the financial resource available to the recipient to oversee the Contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its sub-recipients and contractors comply with the rules.

Therefore, FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

Explanation of Model Contract Clauses

Under Option 1, the recipient ensures the Contractor's compliance with the rules, by requiring the Contractor to participate in a drug and alcohol program administered by the recipient. The advantages of doing this are obvious: the recipient maintains total control over its compliance with 49 CFR 653 and 654. The disadvantage is that the recipient, which may not directly employ any safety-sensitive employees, has to implement a complex testing program. Therefore, this may be a practical option only for those recipients which have a testing program for their employees and can add the contractor's safety-sensitive employees to that program.

Under Option 2, the recipient relies on the Contractor to implement a drug and alcohol testing program that complies with 49 CFR 653 and 654 but retains the ability to monitor the Contractor's testing program; thus, the recipient has less control over its compliance with the drug and alcohol testing rules than it does under Option 1. The advantage of this approach is that it places the responsibility for complying with the rules on the entity that is actually performing the safety-sensitive function. Moreover, it reserves to the recipient the power to ensure that the Contractor complies with the program. The disadvantage of Option 2 is that without adequate monitoring of the Contractor's program, the recipient may find itself out of compliance with the rules.

Under Option 3, the recipient specifies some or all of the specific features of a Contractor's drug and alcohol compliance program. Thus, it requires the recipient to decide what it wants to do and how it wants to do it. The advantage of this option is that the recipient has more control over the Contractor's drug and alcohol testing program, yet it is not actually administering the testing program. The disadvantage is that the recipient has to specify and clearly understand what it wants to do and why.

Drug and Alcohol Testing – Option 1

The Contractor agrees to:

- (a) Participate in (grantee's or recipient's) drug and alcohol program established in compliance with 49 CFR 653 and 654.*

Drug and Alcohol Testing – Option 2

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Mississippi, or the City of Hattiesburg, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program, as required under 49 CFR Parts 653 and 654 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 653 and 654 before [insert date] and to submit the Management Information System (MIS) reports before [insert date] before March 15] to [insert title and address of person responsible for receiving information]. To certify compliance, the Contractor shall use the “Substance Abuse Certifications” in the Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register.

Drug and Alcohol Testing – Option 3

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of Mississippi, or City of Hattiesburg, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program, as required under 49 CFR Parts 653 and 654 and review the testing process. The Contractor agrees further to certify annually its compliance with Parts 653 and 654 before [insert date] and to submit the Management Information System (MIS) reports before [insert date before March 15] to [insert title and address of person responsible for receiving information]. To certify compliance the Contractor shall use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before [insert date or upon request] a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt [insert title of the Policy Statement the recipient wishes the Contractor to use] as its policy statement, as required under 49 CFR 653 and 654; OR (c) submit for review and approval before [insert date or upon request] a copy of its policy statement developed to implement its drug and alcohol testing program. In addition, the Contractor agrees to: [to be determined by the recipient, but may address such areas as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

EXHIBIT D

PAYMENTS TO ENGINEER

OWNER agrees to pay **ENGINEER** for the services rendered under Exhibits A and B a lump sum fee of \$620,000.00. This fee shall be paid in the following allotments:

- 1 **CONCEPTUAL DESIGN PHASE:** 10% of the lump sum fee 30 days after delivery of the conceptual design documents to the **OWNER**.
- 2 **NEPA PHASE:** 5% of the lump sum fee 30 days after delivery of the NEPA reports and documents to the **OWNER**.
- 3 **DESIGN PHASE:** 40% of the lump sum fee due 30 days after delivery of the design phase documents to the **OWNER**.
- 4 **CONSTRUCTION DOCUMENT PHASE:** 15% of the lump sum fee due upon delivery of the final, authority approved, construction documents to the **OWNER**.
- 5 **CONSTRUCTION PHASE:** 30% of the lump sum fee shall be billed on a monthly basis during construction in proportion to the percentage of construction complete on a cost basis.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, February 16, 2021

Re: Approve Interlocal Agreement with the University of Southern Mississippi for the continued provision of a fixed transit route in the vicinity of the Hattiesburg campus, contingent upon approval by the IHL Board of Directors and the Office of the Mississippi Attorney General and authorize the Mayor to execute the same.

File Number: 2021-83
Minute Book #

Summary

Authorize Interlocal Agreement for fixed transit route in the vicinity of USM Hattiesburg campus.

Recommendation Statement

I recommend the continuation of this transit service in cooperation with USM.

Please place this on the February 16, 2021 City Council meeting for consideration.

**STATE OF MISSISSIPPI
COUNTY OF FORREST**

**INTERLOCAL GOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF HATTIESBURG, MISSISSIPPI
AND THE UNIVERSITY OF SOUTHERN MISSISSIPPI**

WHEREAS, the Interlocal Cooperation Act of 1974, Miss. Code Ann. § 17-13-1, *et seq.* as amended, authorizes any two (2) or more local governmental units to enter into a written contractual agreement with one another to jointly provide services and facilities and to jointly exercise and carry out any power, authority or responsibility exercised or capable of being exercised by a local governmental unit; and

WHEREAS, the City Council of the City of Hattiesburg, Mississippi (hereinafter referred to as (“City”)) and The University of Southern Mississippi (hereinafter referred to as “University”), are local governmental units as defined by Miss. Code Ann. § 17-13-5(a), and each is governed by a governing authority as defined by Miss. Code Ann. § 17-13-5(b); and

WHEREAS, the City of Hattiesburg operates and maintains the Hub City Transit Mass Transit system (the “system”) in the Hattiesburg area; and

WHEREAS, the City periodically applies for, receives, and administers funding through the Federal Transit Administration for capital, operations, and maintenance of the system, which generally requires a certain proportion of local matching funds, and

WHEREAS, it is the desire of the parties to operate a fixed route in the vicinity of the University campus that would complement other fixed routes in the system, and

WHEREAS, it has been determined that the City has the capability of providing the services contemplated by the terms of this agreement, and

WHEREAS, this contract is entered into pursuant to the Interlocal Cooperation Act of 1974, Miss. Code Ann. § 17-13-1, *et seq.*, and shall not take effect unless approved by the

Mississippi Attorney General, and if so approved, until it is filed with the chancery clerk of Forrest County and with the Secretary of State.

NOW, THEREFORE, in consideration of the above and foregoing premises and under the authority of Miss. Code Ann. § 17-13-1 *et seq.*, and the further consideration of mutual advantages and promises hereinafter contained, this contract and agreement is made and entered into on the date hereinafter stated by and among City and the University and the parties do contract and agree to the terms and conditions hereinafter set forth:

Section 1. Effective Date and Duration

The term of this agreement shall be for three (3) years and shall commence on July 1, 2021 and shall terminate on June 30, 2024, or until terminated in accordance with the provision of Section 6 herein. The agreement will be effective upon the approval of the Interlocal Agreement by the Attorney General of this State and thereafter, the filing of said Interlocal Agreement with the Chancery Clerk of Forrest County and with the Secretary of State.

Section 2. Purpose

The City shall continue to operate a fixed route in the vicinity of the University, largely circulating within the University campus, and shall provide such services in a manner consistent with the system at large, and shall provide such ancillary services along the route as would be expected along the system at large. The City shall operate two (2) buses along said route in a reasonable effort to provide frequency of service in twenty (20) minutes or less during the normal operating hours of the system.

In consideration of the terms of this agreement, active students, faculty, and staff of the university displaying proper identification will have access to all buses and services of the system during the term of the agreement.

The City shall engage the University in transit related planning efforts, specifically as it may

relate to changes that could impact the fixed route in the vicinity of the University and more generally as it relates to overall system routes and related services. It is anticipated that any changes to the system that the City may pursue will be improvements to the system for the benefit of passengers. Data based changes to routes in the vicinity of the University for the purpose of system improvement and which forecasts positive impacts for the University population will not be considered a breach of the terms of this agreement.

Section 3. Organization/Statutory Authority

There will be no separate legal or administrative entity created by this Interlocal Agreement. The City is authorized under Miss. Code Ann. § 21-17-1 (10) to use available funding through the Federal Transit Administration for capital, operations and maintenance of the system which generally requires a certain proportion of local matching funds. Likewise, the University, being an institution incorporated by an act of the legislature in Miss. Code Ann. § 37-119-1, may do all things necessary to accomplish the purpose of its creation as an institution of higher learning.

Section 4. Manner of Financing and Construction of Bus Shelters

The City shall contribute resources toward the construction of bus shelters along the new route, but shall only do so in equitable proportion to the creation of shelters throughout the system. Given the effort and investment of the University in establishing distinct ornamental styling, the City will work with the University to establish a mutually agreeable style of bus shelter and related amenities that will comply with the demands of the system and be reasonably comparable in cost to other shelters in the city's system. Shelters shall be owned and maintained by the system.

Section 5. Fees due from University

During the term of this agreement, the University shall pay unto the City an annual fee that is due by July 1 each year, beginning July 1, 2021. The annual fee is One Hundred and Thirty-

Two Thousand Dollars (\$132,000) but shall be reduced to an annual fee of One-Hundred and Twenty- One Thousand Dollars (\$121,000) over the term of this agreement to account for the value lost to the University in 2020 as a result of COVID-19.

Section 6. Termination and Amendment of Interlocal Agreement

The parties may terminate or amend this agreement at any time, but only by proper action of the governing authorities of all the parties. This agreement may be amended at any time by the mutual consent of the parties herein by an agreement entered into pursuant to the provisions of the Interlocal Act and approved by the Attorney General. In the event of an early termination of the Agreement by the parties, the annual fee under Section 5 shall be prorated and the City shall reimburse the remainder of the annual fee to the University. The prorated amount shall be calculated based on the difference in the number of days remaining between the early termination date and the annual expiration date of June 30.

Section 7. Review

At the completion of year two (2), and no later than October 31, 2023, both parties to the agreement shall meet to review the terms of the agreement and the results thereof. Actual cost, actual ridership, best practices, and potential system improvements will be among the items reviewed for the purpose of establishing an intent to continue such partnership beyond year three (3). The parties shall make every reasonable effort to come to a conclusion no later than January 1, 2024.

Section 8. General Provisions

a. This agreement must be ratified and approved by the respective governing authorities prior to initiation, and this agreement is expressly subject to the approval by the Attorney General of the State of Mississippi as required by Miss. Code Ann. § 17-13-11. Further, this agreement is subject to ratification by the new respective governing authorities as the term of

said contract may extend beyond any term of office of the City Council of Hattiesburg, MS and/or the Board of Trustees of the Institutions of Higher Learning.

b. Nothing in this Interlocal Agreement shall be construed to abridge any of the rights, privileges, and immunities enjoyed by the governmental entities and public officials which are parties hereto.

Section 9. Severability

Should any provisions of this Agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect.

Signed this the _____ day of _____, 2021.

IN WITNESS WHERE, the parties have executed this Agreement as of the date and year first above written,

CITY OF HATTIESBURG, MS

ATTEST:

BY: _____
MAYOR

BY: _____
CITY CLERK

UNIVERSITY OF SOUTHERN MISSISSIPPI

BY: _____
VICE PRESIDENT FOR FINANCE AND ADMINISTRATION



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Danny Wade, Assistant Fire Chief

cc:

Date: Tuesday, February 16, 2021

Re: Approve Memorandum of Understanding with Mississippi State Fire Academy (MSFA) and the Hattiesburg Fire Department to administer the NFPA 1072 F Course and authorize the Mayor's designee to execute the same.
File Number: 2021-85
Minute Book #

Summary

Memorandum of Understanding with MS State Fire Academy and Hattiesburg Fire Academy to administer the NFPA 1072 F course.

Recommendation Statement

I recommend approval of the MOU.

Please place this on the February 16, 2021 City Council meeting for consideration.



STATE FIRE ACADEMY



Terry Wages
Executive Director

Division of Mississippi Department of Insurance
1 Fire Academy U.S.A.
Jackson, Mississippi 39208-9600
Phone: (601) 932-2444

Mike Chaney
Insurance Commissioner

Memorandum of Understanding (Rev. 9/2019)

This Memorandum of Understanding is entered into between the Mississippi State Fire Academy (MSFA), #1 Fire Academy USA, Jackson, MS 39208 (Rankin County Mississippi) and the following Customer:

Customer Name: Hattiesburg Fire Department
Address: 622 Corinne Street
City, State Zip: Hattiesburg, MS 39401
Phone: 601-582-3311
Fax: 601-545-4652
Federal ID Number: 64-6000432
Contact Person/Title: Chris Carr / Battalion Chief
Email Address: ccarr@hattiesburgms.com

1. DATE(S) OF SERVICE: February 15, 2021

2. LOCATION FOR SERVICE TO BE PERFORMED: Hattiesburg Fire Department

3. DESCRIPTION OF SERVICE TO BE PROVIDED TO CUSTOMER Mississippi State Fire Academy (MSFA) shall provide the course NFPA 1072 F. Academy Staff will provide the local course coordinator a complete package to manage the delivery of the course. **No books are included.** MSFA will administer all written and skill examinations.

Examination dates must be approved by MSFA personnel. All communications concerning test scores, student activities, etc. shall be between the MSFA coordinator and the local course manager. Certificate will be issued upon successful completion of course.

All documents and curriculum provided to you from the MSFA is the property of MSFA and cannot be duplicated for use outside of this delivery. **No books are included, and customer is wholly responsible for purchasing any required books through the textbook publisher.**

4: NUMBER OF STUDENTS THIS MEMORANDUM OF UNDERSTANDING APPLIES TO:

Minimum Number: currently removed due to COVID-19 Maximum Number: 15

5. SERVICE FEE: Total Cost: No charge(grant funded) And/or Cost Per Student:

12- students Hattiesburg Fire Department

Customer agrees to pay the service fee for the minimum number of seats being reserved herein, regardless of whether the minimum number of students actually attends the training.

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

Please note : If there is more than one department/organization entering this agreement for this course and the fee is split between the departments/organizations, the cost per student is based on the provided number of students. If the number of students from participating departments/organizations changes, the cost per student will change. However, the total of the fees will equal the total cost above and will be split between the participating departments/organizations.

If on Academy campus Monday through Thursday, are meals to be provided: ☐ Yes ☒ No If Yes, indicate which meals are provided: Breakfast served 6:30 a.m. to 7:15 a.m. Lunch served 11:30 a.m. to 12:45 p.m.

If on Academy campus Monday through Thursday, are dorm beds requested: ☐ Yes # of Beds ☒ No

Note: An invoice will be submitted to the customer upon completion of the service. If a purchase order number is required from your company, please fill in the appropriate blocks on this form. Payment for services is due within thirty (30) days of completion of services and receipt of invoice.

6. MODIFICATION, AMENDMENT, OR TERMINATION OF AGREEMENT:

Modifications, amendments, or termination of the Memorandum of Understanding may be made upon mutual agreement of both parties but must be in writing and signed by both parties. This Agreement may be terminated by the Academy upon written notice to the Customer should the Academy be subject to governmental budgetary cuts or if personnel cuts limit the amount of available manpower necessary to execute the professional service.

7. INSURANCE:

Customer represents that it will maintain workers' compensation insurance as prescribed by law that will insure to the benefit of the customer's personnel, as well as comprehensive general liability insurance. The Academy represents that it maintains workers compensation insurance for Academy personnel during the course of their official duties. Further, the Academy represents that as a state agency, the Mississippi Tort Claims Board views the organization as a sub-agency of the Mississippi Insurance Department. The Mississippi Insurance Department is certified by the Mississippi Tort Claims Board by participating in the Mississippi Tort Claims Fund as set forth in Chapter 46, Title 11, Mississippi Code 1972, as amended. This fund provides protection for tort claims against state employees and agencies subject to terms and limitations established by law while in the scope of their duties.

8. GOVERNING LAW:

This Agreement will be construed and governed in accordance with the laws of the State of Mississippi excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

9. ACADEMY COURSE MATERIAL IS PROTECTED PROPERTY:

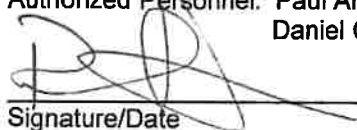
Academy course instructional material (lesson plans, power point presentations, handouts, skills check offs, etc.) shall be considered Protected Property belonging to the Academy. If part of this agreement is to provide the Customer this information for performance of this agreement, the Customer shall not copy, duplicate, transcribe, or any other form of duplication, in whole or in part, any course material submitted to them for use in fulfilling this Memorandum of Understanding, either directly or indirectly, for personal benefit, the benefit of another, or for future use. This statement of policy shall continue to be in effect whether or not the Agreement is terminated or has expired. Additionally, if any state property is utilized as part of this agreement, the Customer assures proper custody and care of the property (withstanding normal use and wear and tear).

10. ACKNOWLEDGEMENT OF MEMORANDUM OF UNDERSTANDING:

This constitutes the entire agreement of both parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. For the faithful performance of the terms of this agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

PARTIES IN AGREEMENT:

Mississippi State Fire Academy
Authorized Personnel: Terry Wages, Executive Director
Authorized Personnel: Paul Ammerman, Admin. Svcs.
Daniel Cross, Instructional Svcs.


Signature/Date 2/1/2021

Customer: Hattiesburg Fire Department
Authorized Personnel: Danny Wade
Title: Assistant Chief
Authorized Personnel: Chris Carr, Battalion Chief

Signature/Date

Signature/Date

Academy Contact Regarding this Agreement:

Telephone:

Email:

Optional Signature/Date:

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order.

Customer Invoicing/Billing Address:

Contact Name:

Contact Phone Number:

Please email to tyler@msfa.ms.gov, fax to 601-932-2819, or mail the original signature document to the Fire Academy at the following address:
Mississippi State Fire Academy
#1 Fire Academy USA Jackson MS 39208-9600



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, February 16, 2021

Re: Approve Relocation Assistance Budget in the amount of \$97,850.00 related to the Hall Avenue Overpass East Project, per the attached memo.
File Number: 2021-104
Minute Book #

Summary

Approve relocation assistance budget per the attached letter from the City's relocation assistance consultant, Mark Dye, of \$97,850.00. Mr. Dye will submit invoices for approval by the Council when expenses are actually incurred.

Recommendation Statement

I recommend approval of this item.

Please place this on the February 16, 2021 City Council meeting for consideration.

Right of Way Agent: Mark Dye mrdye@me.com mobile : (601) 650-0800

February 4, 2021

Lamar Rutland, P.E.
City of Hattiesburg
Hall Avenue Overpass (East)
Relocation Expenses – Budget Amounts - \$97,850

Mr. Rutland,

There is a displaced business, Stone Properties, LLC, losing a source of rental income and is to be assisted in the replacement of this income stream. The Uniform Act places regulatory limits on some eligible business payments, and other eligible payments are for actual, reasonable and necessary expenses. We expect relocation assistance payments not to exceed \$30,000 for this business, which is typical of their type of displacement.

There is a displaced tenant, the Quinta and Beverly Carter family, that is to be offered comparable replacement housing and moving expenses.

Tenant moving expenses were determined to be \$4,850 based on the amount of personal property being moved in accordance with the Federal Highway Administration Moving Expense Schedule for the State of Mississippi.

Tenant comparable replacement housing has been difficult to find because their displacement dwelling has 2,166 sq. ft. of heated space, four bedrooms and three bathrooms. We have driven through the project area, searched on the internet, contacted property managers and realtors only to find one comparable replacement dwelling currently available located at 3308 West Arlington Loop. The tenant's replacement housing offer is computed by multiplying the difference in monthly rent by 42 months so there is an adequate amount of time for the tenant to adjust to a higher rate of rent. The difference in rent is $\$1,500 \times 42 = \$63,000$.

The tenant is required to rent a decent, safe and sanitary replacement dwelling for at least the amount of the comparable offered to claim the entire payment, otherwise the payment is reduced to the actual difference in rent multiplied by 42. The tenant may elect to purchase replacement housing and apply the amount offered as a downpayment. This offer amount is higher than normal, but is not expected to be reduced significantly if we delay making a relocation assistance offer and continue to watch the housing market.

In summary, relocation expenses are expected to be \$30,000 for the business landlord, \$4,850 for tenant moving expenses, and \$63,000 for tenant replacement housing. A total of \$97,850. Please request the City budget these amounts for relocation assistance.

Sincerely,
Mark Dye



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, February 16, 2021

Re: Acknowledge receipt of an Order from the Special Court of Eminent Domain of Forrest County, Mississippi related to Civil Action No. 20-1047 granting the City of Hattiesburg the Right of Immediate Title and Possession of a portion of Tax Parcel No. 2-037D-14-150.00 (PPIN 022075) as further described in Exhibit "A" of the attached order and authorize the issuance of a manual check in the amount of \$615.00, the amount previously found to be the fair market value, to the court clerk in payment thereof.
File Number: 2021-94
Minute Book #

Summary

Acknowledge receipt of an Order from the Special Court of Eminent Domain of Forrest County, Mississippi related to Civil Action No. 20-1047 granting the City of Hattiesburg the Right of Immediate Title and Possession of a portion of Tax Parcel No. 2-037D-14-150.00 (PPIN 022075) as further described in Exhibit "A" of the attached order and authorize the issuance of a manual check in the amount of \$615.00, the amount previously found to be the fair market value, to the court clerk in payment thereof.

Recommendation Statement

I recommend approval of this item.

Please place this on the February 16, 2021 City Council meeting for consideration.

IN THE SPECIAL COURT OF EMINENT DOMAIN
FORREST COUNTY, MISSISSIPPI

JAN 27 2021

Shaw
FORREST COUNTY CIRCUIT CLERK

CITY OF HATTIESBURG, MISSISSIPPI
A MUNICIPAL CORPORATION

PLAINTIFF

VERSUS

CIVIL ACTION NO. 20-1047

JOSIE WILLIAMS MCKORKLE

DEFENDANT

**ORDER GRANTING PLAINTIFF RIGHT
OF IMMEDIATE TITLE AND POSSESSION**

THIS DAY this cause came on to be heard upon the Motion, *ore tenus*, of Plaintiff, City of Hattiesburg, Mississippi, for an Order Granting Plaintiff the Right of Immediate Title and Possession and entry upon the land being condemned as described in Exhibit "A" attached hereto and incorporated herein pursuant to *Miss. Code Ann.* §11-27-85, as amended. It appearing that the report of the Court-appointed Appraiser has been filed with the Clerk of this Court showing the sum of \$460.00 as total compensation and damages for the taking of the Defendant's land; that proper notice of said appraisal report has been given to the Court and the parties as required by law, and the Court, having had the opportunity to review the Court-appointed Appraiser's appraisal and finding that the appraisal conforms to that which was ordered by this Court; the Court, making a judicial determination of public use, finds that the Motion is well-taken and Plaintiff is entitled to immediate title and possession of and entry upon said land described in Exhibit "A" attached hereto.

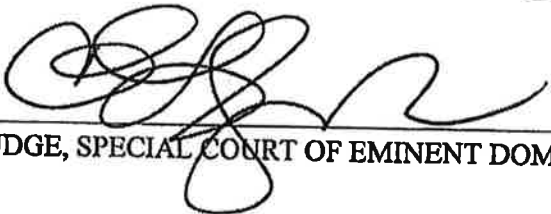
IT IS, THEREFORE, ORDERED AND ADJUDGED that the Plaintiff, City of Hattiesburg, Mississippi, be and it is hereby granted immediate title and possession and entry upon the land sought to be condemned as described in Exhibit "A" attached hereto and the

DEED
Bk:1358 Page:166-168
RCD: 01/29/2021 @ 11:22:52:AM
FORREST COUNTY, MS
LANCE C. REID CHANCERY CLERK

Complaint to Condemn filed herein, provided only that Plaintiff first deposit with the Clerk of this Court an amount equal to or greater than the amount of compensation and damages as determined by said Court-appointed appraisal.

IT IS FURTHER ORDERED AND ADJUDGED that Defendants, only if presently occupying the property in question, have thirty (30) days after the deposit of the aforesaid compensation and damages to vacate the property described in Exhibit "A" attached hereto, the date of deposit being the time that the full amount required is deposited with the Clerk of this Court.

SO ORDERED AND ADJUDGED, on this 26th day of January, A.D.,
2021.


JUDGE, SPECIAL COURT OF EMINENT DOMAIN

Prepared and Submitted
To the Court by:

/s/ Moran M. Pope, III
Moran M. Pope, III
POPE & POPE, P.A.
Post Office Box 17527
Hattiesburg, MS 39404-7527
(601) 268-9997
Miss. Bar No.
randypope@popelaw.com

CERTIFIED A TRUE COPY
Forrest County, Mississippi
Gwen Wilks, Circuit Clerk
This the 26th day of Jan., 2021
By: Kayla Labone D.C.



Exhibit "A"

Josie McKorkle - +/-0.02 Ac.

LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)

A parcel of land being part of Lot 13 of Block 5 of McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows:

Commencing at a found ½" Iron pipe at the Northwest Corner of Lot 13 of Block 6 of Said McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Mississippi; thence run and along the southern right-of-way boundary of Hall Avenue South 89 degrees 52 minutes 40 seconds East for a distance of 240.00 feet to Northwest Corner of said Lot 13 of Block 5, said point also being the Point of Beginning; thence continue and along said southern right-of-way boundary South 89 degrees 52 minutes 40 seconds East for a distance of 80.00 feet to Northeast Corner of said Lot 13 of Block 5; thence leaving said southern right-of-way boundary and along the eastern boundary of said Lot 13, Block 5, run South 00 degrees 07 minutes 20 seconds West for a distance of 9.58 feet; thence leaving said eastern boundary run, North 89 degrees 51 minutes 15 seconds West for a distance of 80.00 feet to a point on the eastern right-of-way boundary of Greely Street; thence run and along said eastern right-of-way boundary North 00 degrees 07 minutes 20 seconds East for a distance of 9.55 feet back to the POINT OF BEGINNING. Said parcel contains 0.02 acres (765 square feet), more or less.

APPRAISAL OF PROPERTY AT

HALL AVENUE

PIN # 022075

HATTIESBURG, MS

LIGHTSEY & ASSOCIATES

P.O. Box 15489
Hattiesburg, MS 39404
(601) 584-6260

April 9, 2020

Mr. Lamar Rutland
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

RE: Appraisal of property at Hall Avenue,
Hattiesburg, MS

Dear Mr. Rutland:

In accordance with the your request, I have made an inspection and investigation of the property located on Hall Avenue, Hattiesburg, Mississippi, for the purpose of forming an opinion of the Market Value, in fee simple, as of April 8, 2020, 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 765 square foot parcel (.02 acre) in conjunction with the Hall Avenue railroad overpass 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 area lies to the southeast of downtown Hattiesburg and is located east of Williams Street and the Canadian National Railway right of way. The general area contains a wide age range of properties that range from commercial/retail uses to single-family dwellings and multi-family dwellings. The subject is in relative close proximity to public schools, shopping and employment centers, and medical facilities. The new Hattiesburg Law Enforcement Complex is under construction on Hall Avenue at the southern end of Bay Street. The majority of properties in the area are in excess of fifty years old.

SITE DESCRIPTION

The subject site is located on the southerly side of Hall Avenue at the southeasterly corner of Hall Avenue and Greeley Street. It has a frontage of 80 feet on Hall Avenue and extends to a depth of 50 feet along Greeley Street. The site is rectangular in shape and contains approximately 4,000 square feet. The site is at or above street grade, and appears to have adequate utility for use a single unit dwelling site. The property does appear to lie in a designated flood area, though this is subject to certification by a professional engineer or surveyor. All public utilities area connected or available to the site. A survey and plat map are 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-1C, Single Unit Residential, by the zoning authorities of the City of Hattiesburg. The City of Hattiesburg intends to take a 765 square foot rectangularly shaped parcel along Hall Avenue. Following the taking, the subject site will be effectively reduced in size to 3,235 square feet. Access and utility will remain essentially the same as in the before condition.

IMPROVEMENTS DESCRIPTIONS

There are no known improvements on the subject property.

PROPERTY HISTORY

The subject property appears to have been under the present ownership for in excess of three years. The subject property is not known to be listed for sale nor under contract.

TAXES

The total taxes for the subject property for 2019 are \$30.99. The total true value (tax value) of the property is \$1,130.00 with an assessed value of \$170.00.

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, in both the before and after conditions.

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 765 square foot parcel by the City for road widening. 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: Walnut Street, Hattiesburg
Date: 04/07/2016
Price: \$20,000
Size: 18,270 sq ft
Price/SF: \$1.09
Zoning: R-1A, Single Unit Residential
Confirmation: MLS # 103560/Re/Max Real Estate
Comments: Located just south of Southern Avenue on Walnut Street.
Generally level vacant site.

LAND SALE NO. 2

Location: North 24th Avenue., Hattiesburg
Date: 04/07/2017
Price: \$22,000
Size: 36,940 sq ft
Price/SF: \$.60
Zoning: R-1B, Single Unit Residential
Confirmation: MLS # 107417/Coldwell Banker
Comments: Corner of North 24th and Quinn Street.
Vacant site purchased for future development.

LAND SALE NO. 3

Location: South 21st Avenue , Hattiesburg

Date: 06/30/2015

Price: \$10,000

Size: 15,000 sq ft

Price/SF: \$.67

Zoning: R-1A, Single Unit Residential

Confirmation: MLS # 101179/Realty Executives

Comments: Located just south of Hardy Street. Vacant site purchased for future development.

The above lot sales indicate an unadjusted range in value from \$.60 to \$1.09 per square foot. All are in the subject market segment. 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. Sale 1 was given the most reliance due to time and location. After considering time, size, location, topography, the subject's location in a flood zone, and other pertinent factors, the value opinion of the subject site is \$.80 per square foot. Thus the value of the subject is:

BEFORE VALUE

4,000 sf @ \$.80 = \$3,200.00

AFTER VALUE

3,235 sf @ \$.80 = \$2,588.00

Value Before Taking	\$3,200.00
Value After Taking	\$2,588.00
Damages	\$ -0-
Just Compensation Due Owner	\$ 612.00
Rounded	\$ 615.00

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
RA-16

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
RA-16**

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following limiting conditions:

The legal description furnished is assumed to be correct.

No responsibility is assumed for matters of a legal character nor does the appraiser render any opinion as to title which is assumed to be good. All existing liens and encumbrances have been disregarded unless otherwise noted and the property is appraised as though free and clear and under responsible ownership and competent management.

The appraiser believes to be accurate the information provided by others; but assumes no responsibility for its accuracy.

Possession of this report, or a copy thereof, does not carry with it the right of publication, and neither all nor any part of the contents of this report may be disseminated to the public through media of any type nor may be used for any other purpose other than that specified in the engagement by the client without the previous written consent of the appraiser and client particularly as to the value conclusions, the identity of the appraiser or the firm with which he is employed, or to the SRA designation of The Appraisal Institute.

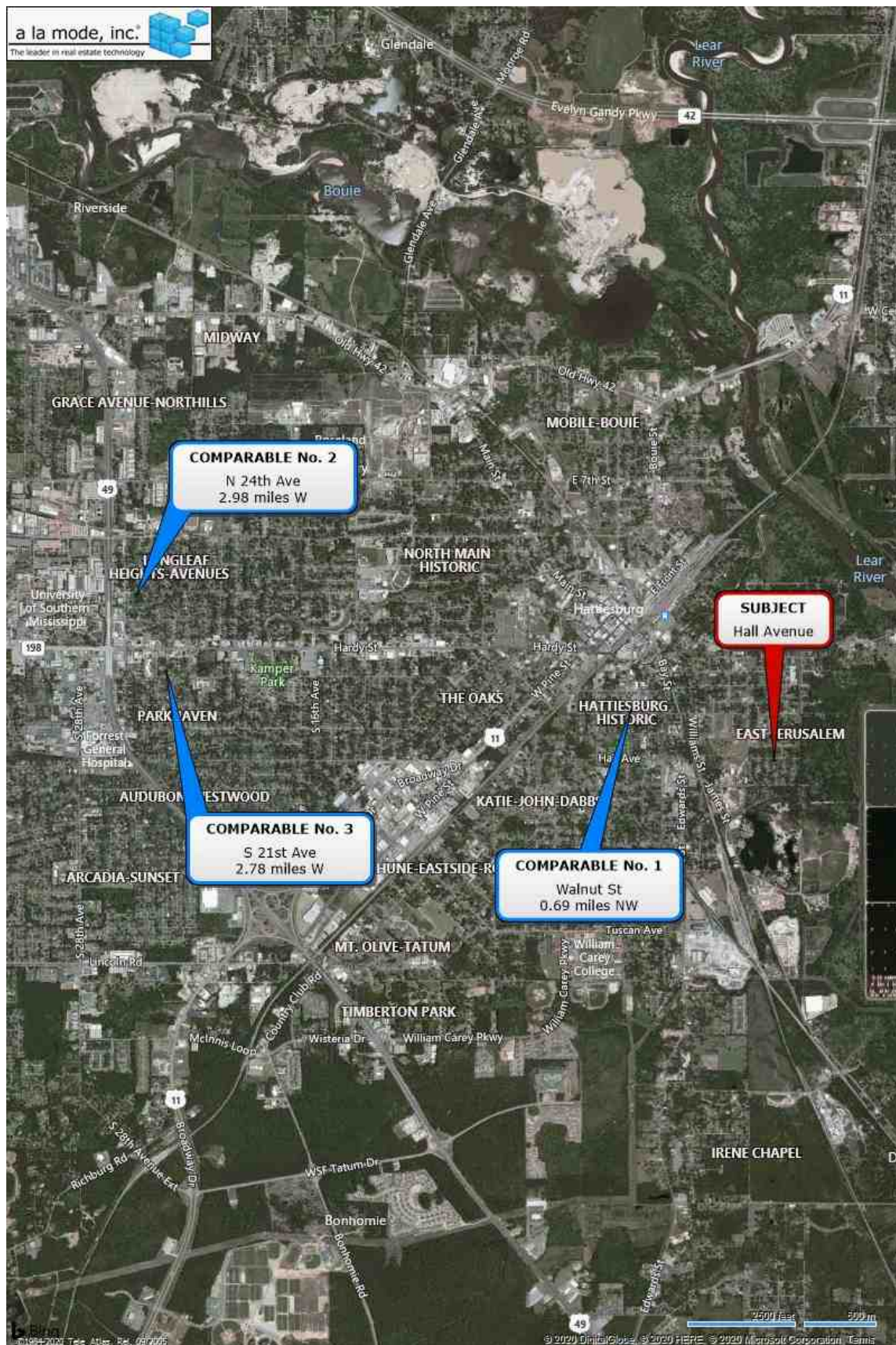
The appraiser will not be required to give testimony or appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made.

The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

Unless otherwise stated in this report, the existence of hazardous substances, including but not limited to asbestos, poly-chlorinated biphenyls, petroleum leakage, mold, or agricultural chemicals; which may or may not be present on the property, or other environmental conditions; were not called to the attention of nor did the appraiser become aware of such during the inspection of the property. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser is not an expert in the environmental field and is not qualified to test for such substances or conditions. If the presence of hazardous substances or environmental conditions may affect the value of the property, the value opinion is predicated on the assumption that there is no such condition in or on the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for such conditions; nor for any expertise or knowledge required to discover them. The client is advised to retain an expert in the field of environmental impact on real estate if such conditions are suspected.

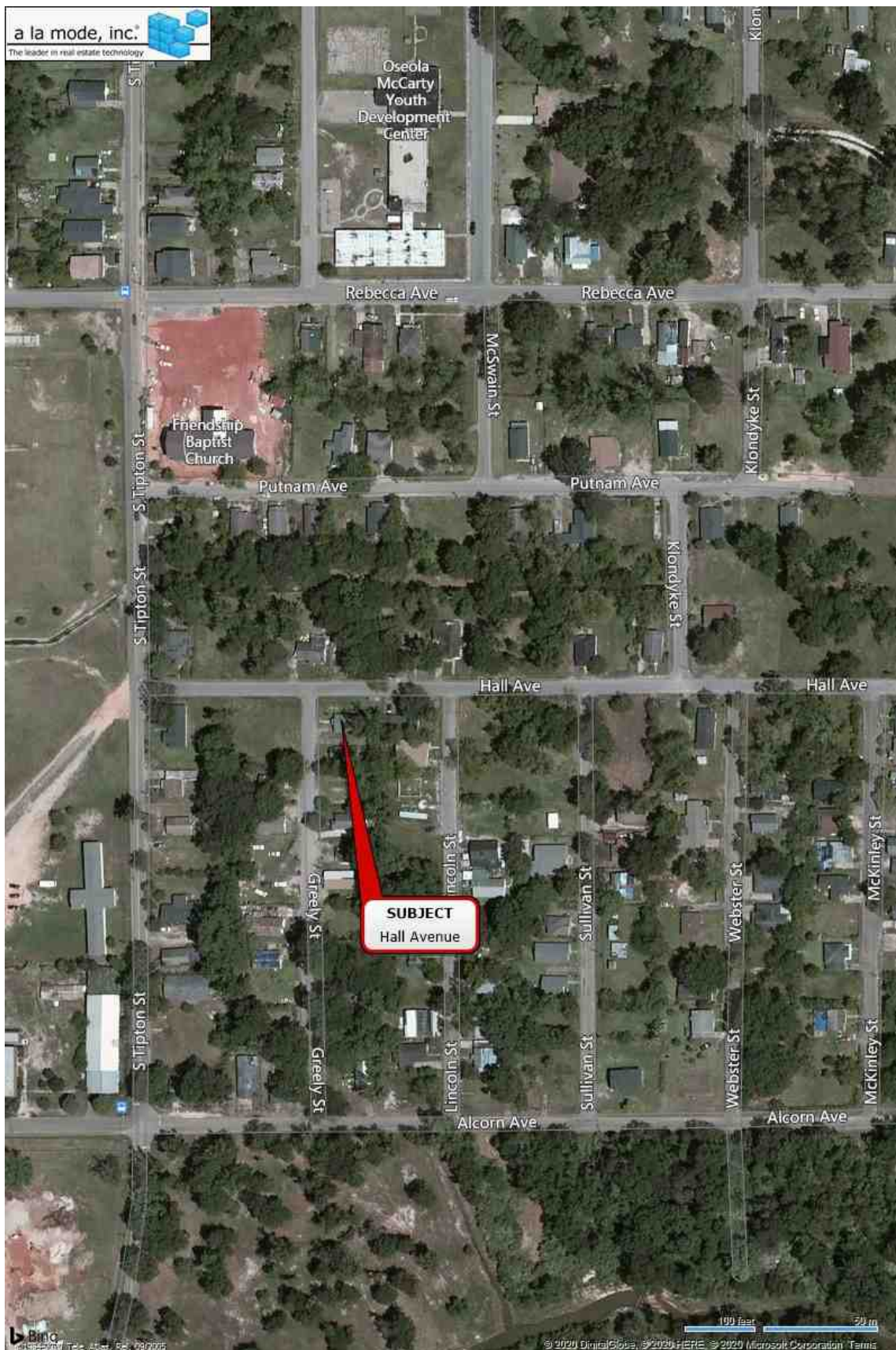
Location Map

Owner	Josie McKorkle						
Property Address	Hall Avenue						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Client	City of Hattiesburg						



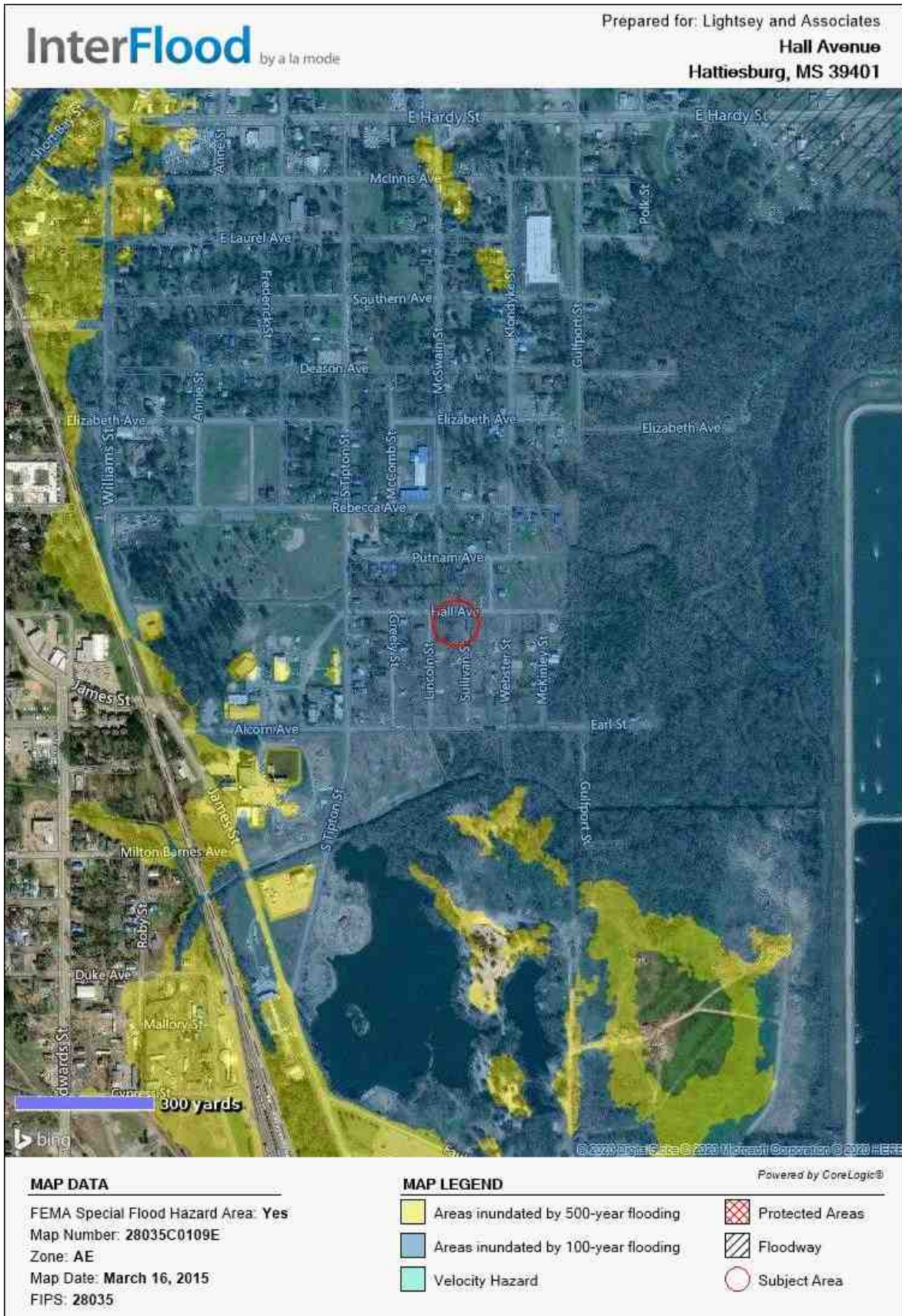
Location Map

Owner	Josie McKorkle					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					

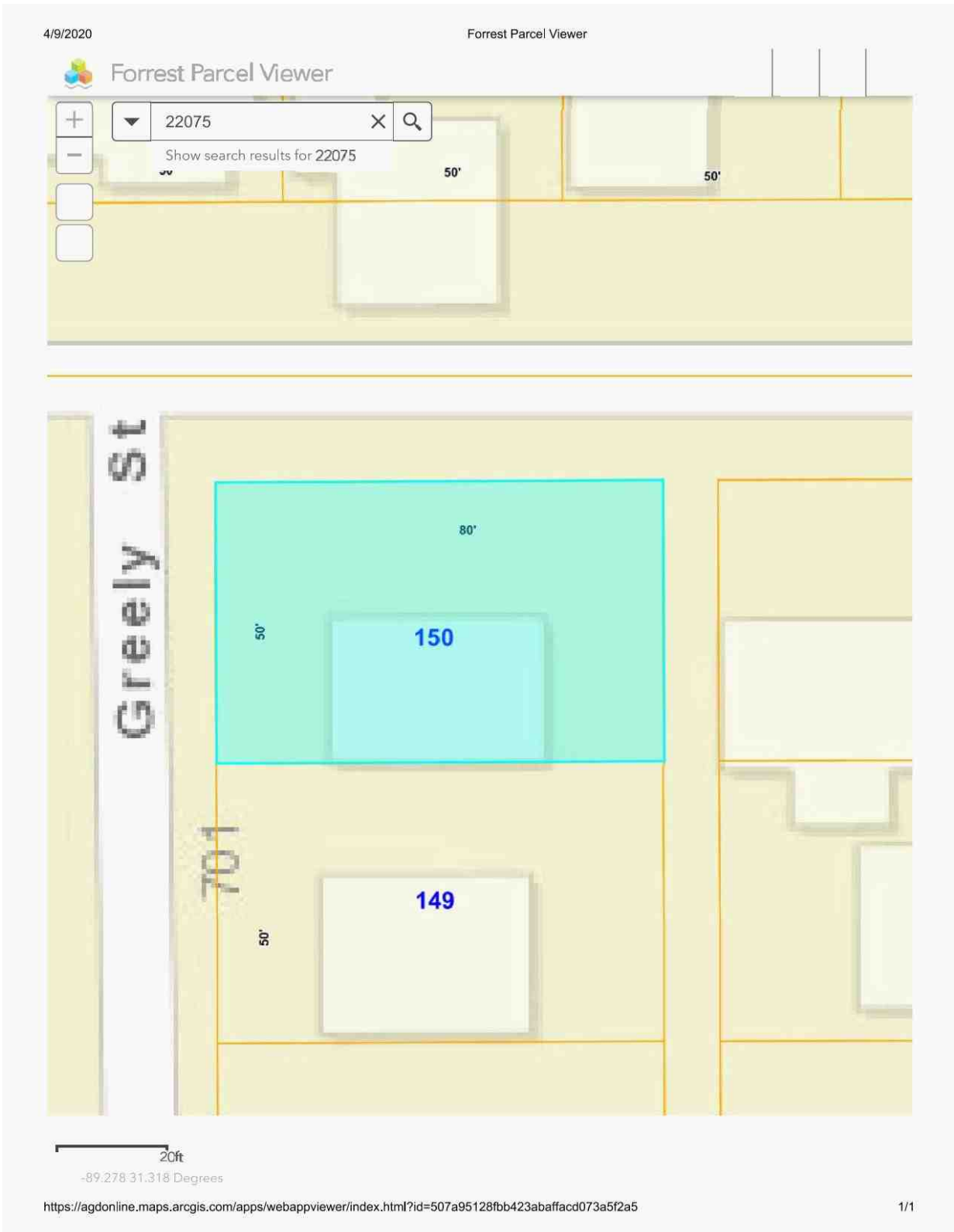


Flood Map

Owner	Josie McKorkle					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



Plat Map



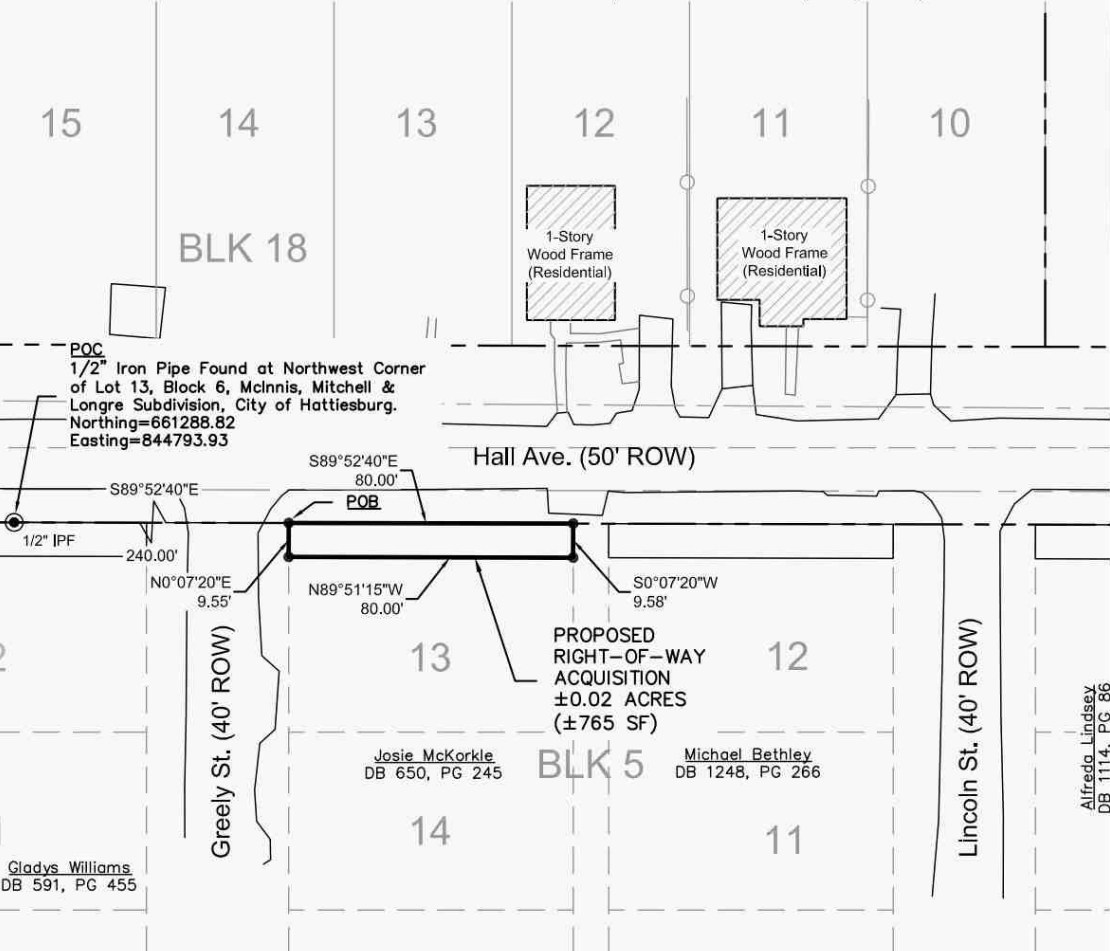
Survey

Josie McKorkle - +/-0.02 Ac.

LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)

A parcel of land being part of Lot 13 of Block 5 of McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows:

Commencing at a found 1/2" iron pipe at the Northwest Corner of Lot 13 of Block 6 of Said McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Mississippi; thence run and along the southern right-of-way boundary of Hall Avenue South 89 degrees 52 minutes 40 seconds East for a distance of 240.00 feet to Northwest Corner of said Lot 13 of Block 5, said point also being the Point of Beginning; thence continue and along said southern right-of-way boundary South 89 degrees 52 minutes 40 seconds East for a distance of 80.00 feet to Northeast Corner of said Lot 13 of Block 5; thence leaving said southern right-of-way boundary and along the eastern boundary of said Lot 13, Block 5, run South 00 degrees 07 minutes 20 seconds West for a distance of 9.58 feet; thence leaving said eastern boundary run, North 89 degrees 51 minutes 15 seconds West for a distance of 80.00 feet to a point on the eastern right-of-way boundary of Greely Street; thence run and along said eastern right-of-way boundary North 00 degrees 07 minutes 20 seconds East for a distance of 9.55 feet back to the POINT OF BEGINNING. Said parcel contains 0.02 acres (765 square feet), more or less.



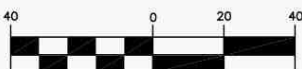
NO TITLE REPORT PROVIDED



LEGEND:

BK BOOK
PG PAGE
CTP FOUND CRIMP-TOP PIPE
MPF FOUND METAL PIPE
IPF FOUND IRON ROD
SET 1/2" IRON REBAR
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
UTILITY POLE
MONUMENT FOUND

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

NOTES:

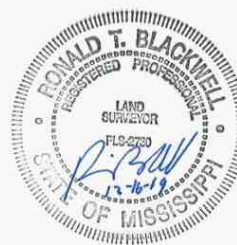
1. Class "B" Survey.
2. No Additional Record Search for Easements was Conducted.
3. Date of Field Survey: Nov. 5, 2019.
4. Orientation is based on GPS observation, Grid North, as referenced to MS State Plane Coordinate System, East Zone.
5. Location of existing subdivision lines based upon monuments from on the interior of McInnis, Mitchell, & Longre Subdivision.

STATE PLANE DATA

State Plane Zone: MS East-2301
Datum: NAD 1983
Combined Factor: 0.99997228
Convergence Angle: -0° 13' 55.65"
Reference Point: Northwest Corner of Lot 13, Block 6

REFERENCE MATERIAL:

1. McInnis, Mitchell, & Longre Subdivision Plat in the City of Hattiesburg
2. Forrest County Tax Maps
3. Quitclaim Deed Bk 1081, PG 685



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



PREPARED FOR: **Right-of-Way Survey**

Josie McKorkle
PPIN: 22075

CCE NO: 76242036

SCALE: 1" = 40'
DATE: 11/30/2019
CHECKED: RTB
DRAWN: JCR
SHEET 1 OF 1

Drawing Location: S:\76242036\dwg\PLATS\76242036-PLATS.dwg

Tax Data

4/9/2020

Delta Computer Systems

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Link FORREST COUNTY, MS

Current Date 4/ 9/2020

Tax Year 2019

Records Last Updated 4/ 9/2020

PROPERTY DETAIL

OWNER MCKORKLE JOSIE WILLIAMS **ACRES : **NA****
822 RICHBURG RD **LAND VALUE : 1130**
IMPROVEMENTS : **NA**
HATTIESBURG MS 39402 **TOTAL VALUE: 1130**
ASSESSED : 170

PARCEL 2-037D-14-150.00

ADDRESS 700 GREELY STREET

TAX INFORMATION

YEAR 2019	TAX DUE	PAID	BALANCE
COUNTY	11.06	11.06	0.00
CITY	9.03	9.03	0.00
SCHOOL	10.90	10.90	0.00
TOTAL	30.99	30.99	0.00

LAST PAYMENT DATE 2 / 1 / 2020

MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL	LT 13 BLK 5
HOMESTEAD CODE	None	PREV #:H0656-05-013
TAX DISTRICT	1110	4/91 650/245
PPIN	022075	MCINNIS, MITCHELL, & LONGRE
SECTION	14	
TOWNSHIP	04N	
RANGE	13W	

Book **Page**

[PURCHASE COUNTY TAX SALE FILES](#)

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](#)
[Privacy Policy](#) | [Terms of Use](#) | [Contact Us](#) | [Help](#)

Photograph Addendum

Owner	Josie McKorkle					
Property Address	Hall Avenue					
City	Hattiesburg	County	Forrest	State	MS	Zip Code 39401
Client	City of Hattiesburg					



View of Subject



View of Hall Avenue



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, February 16, 2021

Re: Authorize acquisition of property located at 307 Willis Avenue described as Forrest County Parcel No. 2-038B-15-277.00 (PPIN 13868); acknowledge appraisal report upon which a Fair Market Offer of \$9,000.00 was based; Authorize Mayor to execute any and all documents required to complete the transaction to include the payment of back taxes in the amount of approximately \$1,600.00; authorize issuance of manual checks for the same to be paid according to the attached proceeds agreement.
File Number: 2021-106
Minute Book #

Summary

Authorize acquisition of property located at 307 Willis Avenue described as Forrest County Parcel No. 2-038B-15-277.00 (PPIN 13868); acknowledge appraisal report upon which a Fair Market Offer of \$9,000.00 was based; Authorize Mayor to execute any and all documents required to complete the transaction; authorize issuance of manual checks for the same to be paid according to the attached proceeds agreement .

Recommendation Statement

Please place this on the February 16, 2021 City Council meeting for consideration.

Exterior-Only Inspection Residential Appraisal Report

File # 20021901

The purpose of this summary appraisal report is to provide the client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address **307 Willis Avenue** City **Hattiesburg** State **MS** Zip Code **39401**
 Owner **Terry Stewart & Wesley L. Williams** Intended User **City of Hattiesburg** County **Forrest**
 Legal Description **Lot 5, Block 10, Section 15, Township 4N, Range 13W**
 Assessor's Parcel # **2-038B-15-277.00** Tax Year **2019** R. E. Taxes \$ **410**
 Neighborhood Name **J H Buschman Subdivision** Map Reference **0006.00** Census Tract **0006.00**
 Occupant ☐ Owner ☐ Tenant ☒ Vacant Special Assessments \$ ☐ PUD HOA \$ ☐ per year ☐ per month
 Property Rights Appraised ☒ Fee Simple ☐ Leasehold ☐ Other (describe) _____
 Intended Use **To establish market value for the fee simple interest in the property, as of the effective appraisal date, February 13th, 2020.**
 Client **City of Hattiesburg; c/o Ann Jones** Address **200 Forrest Street, Hattiesburg, MS 39401**
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of the appraisal? ☐ Yes ☒ No
 Report data source(s) used, offering price(s), and date(s): _____
 I ☐ did ☒ did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.
 Contract Price \$ _____ Date of Contract _____ Is the property seller the owner of public record? ☐ Yes ☐ No Data Source(s) _____
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the client? ☐ Yes ☒ No
 If Yes, report the total dollar amount and describe the items to be paid: _____
Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood Characteristics				One-Unit Housing Trends				One-Unit Housing		Percent Land Use %																																			
Location	☐ Urban	☒ Suburban	☐ Rural	Property Values	☐ Increasing	☒ Stable	☐ Declining	PRICE	AGE	One-Unit %																																			
Built-Up	☐ Over 75%	☒ 25-75%	☐ Under 25%	Demand/Supply	☐ Shortage	☒ In Balance	☐ Over Supply	\$ (000)	(yrs)	2-4 Unit %																																			
Growth	☐ Rapid	☐ Stable	☒ Slow	Marketing Time	☐ Under 3 mths	☒ 3-6 mths	☐ Over 6 mths	Low		Multi-Family %																																			
Neighborhood Boundaries The neighborhood is bordered to the north by Hall Avenue, to the east by Edwards Street, to the south by Tuscan Avenue, and to the west by West Railroad Street.								High		Commercial %																																			
Neighborhood Description The neighborhood is located in the eastern portion of Hattiesburg, being east of West Pine Street and south of downtown. Uses in the neighborhood consists of mostly single-family residential, a large multi-family complex operated by Hattiesburg Housing Authority, and William Carey University located on the southern portion of the neighborhood.								Pred.		Other %																																			
Market Conditions (including support for the above conclusions) The property is located in an area of older single-family residential uses and too far removed from the scattered commercial uses west of the neighborhood along West Pine Street. The neighborhood outlook is considered to be stable with no new development foreseen in the next 5-10 years.																																													
Dimensions 50Fx100Lx50Rx100RS				Area 5000 sf		Shape Rectangular		View Street; Interior Lot																																					
Specific Zoning Classification R-1C				Zoning Description Single-family residential																																									
Zoning Compliance ☒ Legal ☐ Legal Nonconforming (Grandfathered Use) ☐ No Zoning ☐ Illegal (describe)																																													
Is the highest and best use of the subject property as improved (or as proposed per plans and specifications) the present use? ☒ Yes ☐ No If No, describe																																													
<table border="0"> <tr> <td>Utilities</td> <td>Public</td> <td>Other (describe)</td> <td>Public</td> <td>Other (describe)</td> <td colspan="6">Off-site Improvements—Type Public Private</td> </tr> <tr> <td>Electricity</td> <td>☐</td> <td>☒ MS Power</td> <td>Water</td> <td>☒ City</td> <td colspan="2">Street</td> <td>Willis Avenue</td> <td>☒</td> <td colspan="3"></td> </tr> <tr> <td>Gas</td> <td>☐</td> <td>☒ Spire</td> <td>Sanitary Sewer</td> <td>☒ City</td> <td colspan="2">Alley</td> <td></td> <td>☐</td> <td colspan="3"></td> </tr> </table>											Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements—Type Public Private						Electricity	☐	☒ MS Power	Water	☒ City	Street		Willis Avenue	☒				Gas	☐	☒ Spire	Sanitary Sewer	☒ City	Alley			☐			
Utilities	Public	Other (describe)	Public	Other (describe)	Off-site Improvements—Type Public Private																																								
Electricity	☐	☒ MS Power	Water	☒ City	Street		Willis Avenue	☒																																					
Gas	☐	☒ Spire	Sanitary Sewer	☒ City	Alley			☐																																					
FEMA Special Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone X FEMA Map # 28035C0108D FEMA Map Date 3/02/2010																																													
Are the utilities and off-site improvements typical for the market area? ☒ Yes ☐ No If No, describe																																													
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? ☐ Yes ☒ No If Yes, describe																																													
Source(s) Used for Physical Characteristics of Property ☒ Appraisal Files ☒ MLS ☒ Assessment and Tax Records ☐ Prior Inspection ☐ Property Owner ☐ Other (describe)																																													
Data Source(s) for Gross Living Area Assessment and Tax Records																																													
General Description		General Description		Heating/Cooling		Amenities		Car Storage																																					
Units	☒ One ☐ One with Accessory Unit	Concrete Slab	☒ Craw Space	FWA	☐ HWBB	Fireplace(s) #	☒ None																																						
# of Stories	1	Full Basement	☐ Finished	Radiant		Woodstove(s) #	☐	Driveway# of Cars																																					
Type	☐ Det. ☐ Att. ☐ S-Det/End Unit	Partial Basement	☐ Finished	☒ Other Space		Patio/Deck		Driveway Surface																																					
	☒ Existing ☐ Proposed ☐ Under Const.	Exterior Walls	Wood	Fuel		☒ Porch		Garage # of Cars																																					
Design (Style)	Farm	Roof Surface	Shingle	Central Air Conditioning		Pool		Carport # of Cars																																					
Year Built	1930	Gutters & Downspouts	None	Individual		Fence		Attached	☐ Detached																																				
Effective Age (Yrs)	050	Window Type	Single-Pane	☒ Other		Other		Built-in																																					
Appliances	Refrigerator ☐ Range/Oven ☐ Dishwasher ☐ Disposal ☐ Microwave ☐ Washer/Dryer ☐ Other (describe)	Unknown if any exist																																											
Finished area above grade contains:		Rooms	2	Bedrooms	1.00	Bath(s)	894	Square Feet of Gross Living Area Above Grade																																					
Additional features (special energy efficient items, etc.)																																													
Describe the condition of the property and data source(s) (including apparent needed repairs, deterioration, renovations, remodeling, etc.).																																													
As requested by the client, only an exterior inspection of the property was observed from the public right-of-way. The estimated effective age appeared to be near the actual age with significant signs of deferred maintenance. The property appears to have been vacant for an extensive period due to broken and boarded-up windows. The construction qualities were noted from the tax assessor's records. The interior of the property was not inspected. It is an extraordinary assumption of this report, the interior quality and finishes are similar to the outside appearance with no required repairs for electrical, plumbing, HVAC, roof leaks, etc. The structure appears to be in poor condition and in need of significant repair to be in a habitable condition.																																													
Are there any apparent physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? ☐ Yes ☒ No																																													
If Yes, describe																																													
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? ☒ Yes ☐ No If No, describe																																													

Exterior-Only Inspection Residential Appraisal Report

File # 20021901

There are <u>seven</u> comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ <u>\$17,500</u> to \$ <u>85,000</u>												
There are <u>17</u> comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ <u>13,200</u> to \$ <u>160,000</u>												
FEATURE		SUBJECT		COMPARABLE SALE # 1			COMPARABLE SALE # 2			COMPARABLE SALE # 3		
307 Willis Avenue				42 McCall Street			1104 Cedar Street			308 N Tiplon Street		
Address Hattiesburg				Hattiesburg			Hattiesburg			Hattiesburg		
Proximity to Subject				1 mile South			4 Blocks East					
Sale Price		\$		\$ 14,500			\$ 17,500			\$ 8,000		
Sale Price/Gross Liv. Area		sq. ft.		13.28 sq. ft.			16.36 sq. ft.			8.33 sq. ft.		
Data Source(s)				MLS#115417			MLS#116495			MLS#112554		
Verification Source(s)				MLS#115417			MLS#116495			MLS#112554		
VALUE ADJUSTMENTS		DESCRIPTION		DESCRIPTION		+(-) \$ Adjustment		DESCRIPTION		+(-) \$ Adjustment		
Sale or Financing				Cash				Cash				
Concessions				None				None				
Date of Sale/Time				09/30/2019				05/22/2019		04/26/2018		
Location		Suburban		Suburban				Suburban		Suburban		
Leasehold/Fee Simple		Fee Simple		Fee Simple				Fee Simple		Fee Simple		
Site		5000 sf		10500 sf		-1,000		7140 sf		-500		
View		Street; Interior Lot		Street; Interior Lot				Street; Interior Lot		Street; Interior Lot		
Design (Style)		Farm		Similar				Similar		Similar		
Quality of Construction		Wood		Wood				Wood		Wood		
Actual Age		90		89				72		47		
Condition		Poor/Fair		Poor/Fair				Poor/Fair		Poor/Fair		
Above Grade		Total Bdrms. Baths		Total Bdrms. Baths				Total Bdrms. Baths		Total Bdrms. Baths		
Room Count		2 1.00		4 1				4 1		3 1		
Gross Living Area		894 sq. ft.		1,092 sq. ft.		-2,600		1,070 sq. ft.		-3,900		
Basement & Finished		None		None				None		None		
Rooms Below Grade		None		None				None		None		
Functional Utility		Residence		Residence				Residence		Residence		
Heating/Cooling		Space		Space				Space		None		
Energy Efficient Items		None		None				None		None		
Garage/Carport		None		None				Carport		-500		
Porch/Patio/Deck		Porch		Porch				None		Porch		
Net Adjustment (Total)				+ X -		\$ -3,600		+ X -		\$ -4,900		
Adjusted Sale Price of Comparables		24.8 %		Net Adj. 24.8 %		\$ 10,900		28.0 %		Net Adj. 28.0 %		
				Gross Adj. 24.8 %		\$ 10,900		Gross Adj. 28.0 %		\$ 12,600		
										Net Adj. 11.2 %		
										Gross Adj. 23.8 %		
										\$ 7,100		
I ☒ did ☐ did not research the sale or transfer history of the subject property and comparable sales. If not, explain												
My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.												
Data Source(s) <u>MLS; Forrest County Tax Assessor's Records</u>												
My research ☐ did ☐ did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.												
Data Source(s)												
Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3)												
ITEM		SUBJECT		COMPARABLE SALE # 1			COMPARABLE SALE # 2			COMPARABLE SALE # 3		
Date of Prior Sale/Transfer		10/05/2008		None			None			None		
Price of Prior Sale/Transfer		Unknown										
Data Source(s)		Tax Assessor's Records										
Effective Date of Data Source(s)		2/13/2020										
Analysis of prior sale or transfer history of the subject property and comparable sales According to MLS data sheets, none of the sales were previously sold in the last three years.												
Summary of Sales Comparison Approach All of the sales are recent, similar in construction, and located in close proximity to the subject. The subject appears to have been vacant for an extensive period. From the limited inspection the structure would require renovations prior to being habitable and the overall condition was considered poor to fair. All of the sales were similar in construction and condition. Sales 2 and 3 were foreclosures; however, due to their condition and need of repair compared to the subject were considered similar. Prior to adjustments, the sale prices range from \$8,000 to \$17,500 or \$8.33-\$22.32 per square foot. All of the houses were at the end of their economic life, similar to the subject and no adjustment was made for age. Sales 1 and 3 were most similar with Sale 2 considered superior. The most similar sales had adjusted prices from \$7,100 to \$10,900 or \$7.94 to \$12.19 per square foot. Considering all factors and based on my limited inspection, I adopted a gross unit value of \$10.00 per square, resulting in an overall value of \$9,000 (rounded).												
Indicated Value by Sales Comparison Approach \$ 9,000												
Indicated Value by: Sales Comparison Approach \$ 9,000 Cost Approach (if developed) \$ Income Approach (if developed) \$												
This appraisal is made ☐ as is, ☐ subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, ☐ subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or ☒ subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:												
Based on a visual inspection of the exterior areas of the subject property from at least the street, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 9,000 , as of February 13, 2020 , which is the effective date of this appraisal.												

Exterior-Only Inspection Residential Appraisal Report

File # 20021901

ADDITIONAL COMMENTS

COST APPROACH

INCOME

PUD INFORMATION

COST APPROACH TO VALUE

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value)

ESTIMATED ☐	REPRODUCTION OR ☐	REPLACEMENT COST NEW ☐	OPINION OF SITE VALUE	= \$
Source of cost data			Dwelling	894 Sq. Ft. @ \$ = \$
Quality rating from cost service			Effective date of cost data	Sq. Ft. @ \$ = \$
Comments on Cost Approach (gross living area calculations, depreciation, etc.)				
			Garage/Carport	Sq. Ft. @ \$ = \$
			Total Estimate of Cost-New	 = \$
			Less Physical Functional External	
			Depreciation	= \$()
			Depreciated Cost of Improvements	 = \$
			"As-is" Value of Site Improvements	 = \$
Estimated Remaining Economic Life (HUD and VA only) Years			Indicated Value By Cost Approach	 = \$

INCOME APPROACH TO VALUE

Estimated Monthly Market Rent \$	X Gross Rent Multiplier	= \$	Indicated Value by Income Approach
Summary of Income Approach (including support for market rent and GRM)			

PROJECT INFORMATION FOR PUDs (If applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached			
Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.			
Legal name of project			
Total number of phases	Total number of units	Total number of units sold	
Total number of units rented	Total number of units for sale	Data Source(s)	
Was the project created by the conversion of existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion			
Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data Source(s)			
Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.			
Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.			
Describe common elements and recreational facilities			

This appraisal report is subject to the scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a visual inspection of the exterior areas of the subject property from at least the street, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

The appraiser must be able to obtain adequate information about the physical characteristics (including, but not limited to, condition, room count, gross living area, etc.) of the subject property from the exterior-only inspection and reliable public and/or private sources to perform this appraisal. The appraiser should use the same type of data sources that he or she uses for comparable sales such as, but not limited to, multiple listing services, tax and assessment records, prior inspections, appraisal files, information provided by the property owner, etc.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
5. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a visual inspection of the exterior areas of the subject property from at least the street. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.

Exterior-Only Inspection Residential Appraisal Report

File # 20021901

20. I identified the client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
21. I am aware that any disclosure or distribution of this appraisal report by me or the client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
22. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

- I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
- This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Zachary H. Fairley

Signature _____
 Name Zachary H. Fairley
 Company Name Zac Fairley Appraisals LLC
 Company Address 84 North of Fields
Hattiesburg, MS 39402
 Telephone Number (601)466-2750
 Email Address zfappraiser@gmail.com
 Date of Signature and Report 02/22/2020
 Effective Date of Appraisal February 13, 2020
 State Certification # _____
 or State License # LA-1868
 or Other (describe) _____ State # _____
 State MS
 Expiration Date of Certification or License 04/30/2020
 ADDRESS OF PROPERTY APPRAISED
307 Willis Avenue
Hattiesburg

APPRAISED VALUE OF SUBJECT PROPERTY \$ 9,000

CLIENT

Name Ann Jones, Chief Administrative Officer
 Company Name City of Hattiesburg; c/o Ann Jones
 Company Address 200 Forrest Street
Hattiesburg, MS 39401
 Email Address annjones@hattiesburgms.com

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
 Name _____
 Company Name _____
 Company Address _____
 Telephone Number _____
 Email Address _____
 Date of Signature _____
 State Certification # _____
 or State License # _____
 State _____
 Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect exterior of subject property
☒ Did inspect exterior of subject property from street
 Date of Inspection February 13, 2020

COMPARABLE SALES

- ☒ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
 Date of Inspection _____

PHOTOGRAPH ADDENDUM

Borrower/Owner

Property Address 307 Willis Avenue

City Hattiesburg

County Forrest

State MS

Zip Code 39401

Client City of Hattiesburg; c/o Ann Jones



COMPARABLE #1

42 McCall Street
Hattiesburg

Price	14,500
Price/SF	13.28
Date	09/30/2019
Age	89
Room Count	0-4-1
Living Area	1,092
Value Indication	10,900



COMPARABLE #2

1104 Cedar Street
Hattiesburg

Price	17,500
Price/SF	16.36
Date	05/22/2019
	72
Room Count	0-4-1
Living Area	1,070
Value Indication	12,600



COMPARABLE #3

308 N Tipton Street
Hattiesburg

Price	8,000
Price/SF	8.33
Date	04/26/2018
	47
Room Count	0-3-1
Living Area	960
Value Indication	7,100

SKETCH ADDENDUM

Borrower/Owner

Property Address 307 Willis Avenue

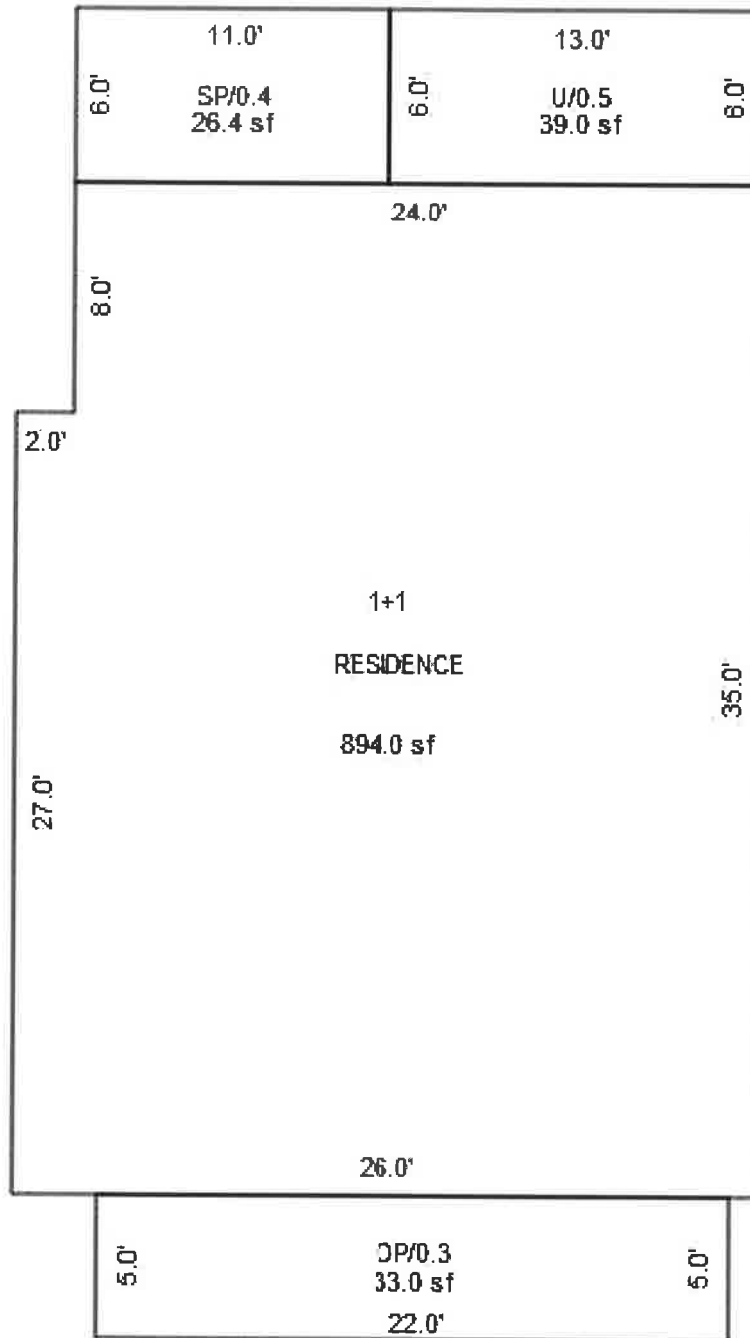
City Hattiesburg

County Forrest

State MS

Zip Code 39401

Client City of Hattiesburg; c/o Ann Jones



LOCATION MAP

Borrower/Owner

Property Address 307 Willis Avenue

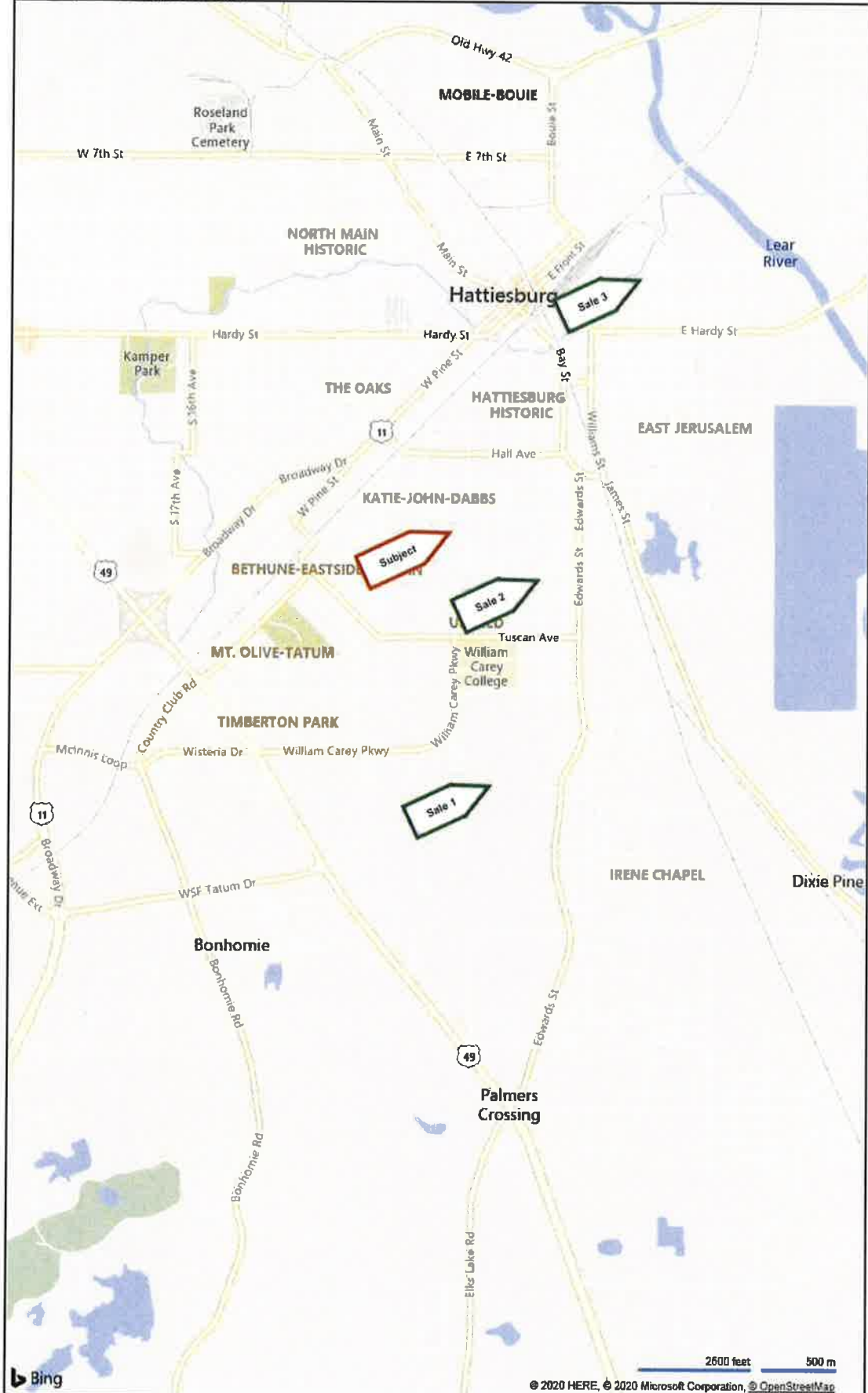
City Hattiesburg

County Forrest

State MS

Zip Code 39401

Client City of Hattiesburg; c/o Ann Jones



FLOOD MAP

Borrower/Owner

Property Address 307 Willis Avenue

City Hattiesburg

County Forrest

State MS

Zip Code 39401

Client City of Hattiesburg; c/o Ann Jones

National Flood Hazard Layer FIRMette



This map complies with FEMA's standards for the use of digital flood maps if it is not valid as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 2/25/2010 at 10:03:39 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and undetermined areas cannot be used for regulatory purposes.

PHOTOGRAPH ADDENDUM

Borrower/Owner

Property Address: 307 Willis Avenue

City Hattiesburg

County Forrest

State MS

Zip Code 39401

Client City of Hattiesburg; c/o Ann Jones



Looking west along Willis Avenue
towards the property.



Front of the subject property from
Willis Avenue.



View along Willis Avenue from the
property.

Prepared by, record and return to:
Pope & Pope, P.A.
P. O. Box 17527
Hattiesburg, MS 39402
601-268-9997

Indexing Instructions: Lot 5, J.H. Buschman Survey of the City of Hattiesburg,
Forrest County, Mississippi

STATE OF MISSISSIPPI

COUNTY OF FORREST

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned **GRANTOR**,

TERRY STEWART
6954 Lamb Road
New Orleans, LA 70126
Telephone: (504) 510-7375

does hereby grant, bargain, sell, convey and warrant unto the **GRANTEE**,

THE CITY OF HATTIESBURG, MISSISSIPPI
A Municipal Corporation
P. O. Box 1898
Hattiesburg, MS 39403

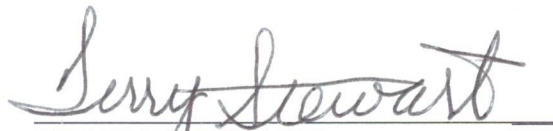
her undivided Fifty Percent (50%) interest in the following described real property, lying and being situate in Forrest County, Mississippi, described as follows, to-wit:

Lot 5 in Block 10 of the J. H. Buschman Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi, together with any improvements or appurtenances thereunto belonging.

The above warranty and this conveyance are made subject to any and all easements for public road and utilities as presently laid out, constructed or in use, and also to all private easements, covenants and restrictions.

The Grantee will pay all Ad Valorem taxes assessed against the property.

WITNESS MY SIGNATURE, on this, the 07 day of JANUARY 2021, A.D., 2021.


TERRY STEWART

STATE OF LOUISIANA

PARISH OF ORLEANS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 07 day of JANUARY, A.D., 2021, within my jurisdiction, the within named **TERRY STEWART** who acknowledged that she executed the above and foregoing instrument.


NOTARY-PUBLIC
My Commission Expires: AT DEATH

LOUIS A. GERDES, JR.
NOTARY NO. 23800

TO: CITY OF HATTIESBURG, MISSISSIPPI

FROM: Terry Stewart and Wesley L. Williams

RE: 307 Willis Avenue, Hattiesburg, MS 39401

We do hereby agree to sell the above-described property to the City of Hattiesburg, Mississippi, for the sum of \$9,000.00 plus the payment by the City of Hattiesburg of all ad valorem taxes due on said property, both past and current.

We further agree to a division of the said \$9,000.00 sales proceeds as follows:

Wesley L. Williams: \$5,000.00

Terry Stewart: \$4,000.00

Wesley L. Williams 1-21-21
Wesley L. Williams Date

Terry Stewart Date

TO: CITY OF HATTIESBURG, MISSISSIPPI

FROM: Terry Stewart and Wesley L. Williams

RE: 307 Willis Avenue, Hattiesburg, MS 39401

We do hereby agree to sell the above-described property to the City of Hattiesburg, Mississippi, for the sum of \$9,000.00 plus the payment by the City of Hattiesburg of all ad valorem taxes due on said property, both past and current.

We further agree to a division of the said \$9,000.00 sales proceeds as follows:

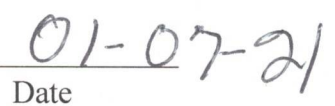
Wesley L. Williams: \$5,000.00

Terry Stewart: \$4,000.00

Wesley L. Williams

Date


Terry Stewart


Date

Richard & Thomas, PLLC
Attorneys at Law

Stephen K. Thomas

132 Westover Drive
Hattiesburg, MS 39402
(601) 602-2457
(601) 602-2458 fax

Ray J. Richard

March 19, 2020

City of Hattiesburg
Attn: Ann Jones
Via email: annjones@hattiesburgms.com

RE: 307 Willis Avenue, Hattiesburg, MS

Dear Ms. Jones,

Attached you will find my title opinion as of March 16, 2020, on the property located at 307 Willis Avenue, Hattiesburg, owned by Terry Stewart and Wesley L. Williams, and also my statement for services.

Thank you for allowing me to assist you in this matter. If you have any questions or need additional assistance, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen K. Thomas", is written over the word "Sincerely,".

encls

RICHARD & THOMAS

Attorneys at Law

132 Westover Drive
Hattiesburg, MS 39402
(601)602-2457 phone
(601)602-2458 fax

Stephen K. Thomas

Ray J. Richard, of counsel

March 16, 2020

City of Hattiesburg

Attn: Ann Jones

Via email: annjones@hattiesburgms.com

RE: 307 Willis Avenue, Hattiesburg, MS

Lot 5 in Block 10 of the J.H. Buschman Survey or Addition of the City of Hattiesburg,
Forrest County, Mississippi.

Pursuant to your request, I have examined the land records on file in the office of the Chancery Clerk of Forrest County, Mississippi, relating to the above described real property for a period back of thirty-one years prior to this date, and find sufficient evidence that the above described property was conveyed by Quitclaim Deed to **TERRY STEWART (50% interest)** dated September 22, 2008, and recorded in Land Deed Book 1044 at Page 0456 and by Quitclaim Deed to **WESLEY L. WILLIAMS (50% interest)** dated October 5, 2008, and recorded in Land Deed Book 1048 at Page 0280. Based upon my examination for the aforesaid period and with the presumption that prior conveyances in chain of title are legal and valid, it is my opinion that the said Terry Stewart (50% interest) and Wesley L. Williams (50% interest) own a fee simple, merchantable title to above described real property subject to the following liens, encumbrances and reservations;

RESERVATIONS

1. This opinion does not cover the oil, gas or other minerals lying on or under said property and no opinion is given thereon.
2. As no current survey is present, I do not certify as to the actual occupancy, nor to matters which should be revealed by an accurate survey of subject lands, nor do I certify rights of parties in possession, deficiency in the quantity of lands, boundary line disputes, roadways, unrecorded servitudes or easements, any matters not of proper record which would be disclosed by a true and accurate survey and inspection of the property, and easements or other uses of subject lands not so visible from the surface.
3. Title is subject to any liability or loss due to environmental contamination by past uses of the property as a toxic hazardous waste site, or due to violation of any environmental protection law of any governmental body.
4. Title is subject to instruments of record being properly filed and indexed in the office of

the Chancery Clerk where the property is located.

5. This is not a guarantee of title and is not an insurance policy on said property, and this opinion is for the use and benefit of only the party or parties to whom it is addressed and may not be availed of or relied upon by any other person(s) or entity.

ENCUMBRANCES

NONE.

TAXES

Taxes assessed by Forrest County, Mississippi for 2020 are not due and owing but would constitute a lien against said property if not paid by January 31, 2021.

2019 Forrest County ad valorem taxes for Parcel No. 2-038B-15-277.00, PPIN 13868, are **due and owing** in the amount of \$409.60 plus penalty.

2018 Forrest County ad valorem taxes for Parcel No. 2-038B-15-277.00, PPIN 13868, are **due and owing** in the amount of \$598.92 through March, 2020.

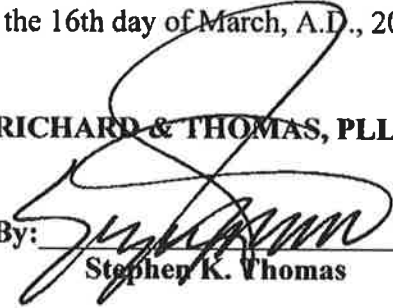
2017 Forrest County ad valorem taxes for Parcel No. 2-038B-15-277.00, PPIN 13868, are **due and owing** in the amount of \$676.83 through March, 2020.

JUDGMENTS

This opinion reflects only those judgments recorded on the Judgment Rolls in the office of the Circuit Clerk of Forrest County, Mississippi. As of this date, no such judgments appear.

This Opinion is certified through this, the 16th day of March, A.D., 2020, at 8:00 a.m.

RICHARD & THOMAS, PLLC

By: 

Stephen K. Thomas

Prepared by, record and return to:
Pope & Pope, P.A.
P. O. Box 17527
Hattiesburg, MS 39402
601-268-9997

Indexing Instructions: Lot 5, J.H. Buschman Survey of the City of Hattiesburg,
Forrest County, Mississippi

STATE OF MISSISSIPPI
COUNTY OF FORREST

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned **GRANTOR**,

WESLEY L. WILLIAMS
5518 Grierson
Moss Point, MS 39563
Telephone: (228) 623-7950

does hereby grant, bargain, sell, convey and warrant unto the **GRANTEE**,

THE CITY OF HATTIESBURG, MISSISSIPPI
A Municipal Corporation
P. O. Box 1898
Hattiesburg, MS 39403

his undivided Fifty Percent (50%) interest in the following described real property, lying and being situate in Forrest County, Mississippi, described as follows, to-wit:

Lot 5 in Block 10 of the J. H. Buschman Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi, together with any improvements or appurtenances thereunto belonging.

The above warranty and this conveyance are made subject to any and all easements for public road and utilities as presently laid out, constructed or in use, and also to all private easements, covenants and restrictions.

The Grantee will pay all Ad Valorem taxes assessed against the property.

WITNESS MY SIGNATURE, on this, the 9 day of January, A.D., 2021.

Wesley L. Williams
WESLEY L. WILLIAMS

STATE OF Mississippi
COUNTY OF Jackson

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9th day of January, A.D., 2021, within my jurisdiction, the within named **WESLEY L. WILLIAMS** who acknowledged that he executed the above and foregoing instrument.



Deloris L. Slater
NOTARY PUBLIC
My Commission Expires: Feb. 9, 2021



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc:

Date: Tuesday, February 16, 2021

Re: Authorize submission of an application to the Mississippi Emergency Management Agency (MEMA) 2020 Hazard Mitigation Grant Program to fund an acquisition project in the amount of \$157,464 (\$118,098 federal/\$39,366 local match) to purchase and demolish one repetitive loss property and convert the lot into open space.
File Number: 2021-95
Minute Book #

Summary

2020 MEMA Hazard Mitigation Grant Program

Recommendation Statement

I recommend authorization of submission of an application to the Mississippi Emergency Management Agency (MEMA) 2020 Hazard Mitigation Grant Program to fund an acquisition project in the amount of \$157,464 (\$118,098 federal/\$39,366 local match) to purchase and demolish one repetitive loss property and convert the lot into open space.

Please place this on the February 16, 2021 City Council meeting for consideration.

Project S1965: Pre-Application #1

Routing Complete



Pre-Application Summary

This form is used to provide preliminary project information in order to determine if there is a reasonable chance of eligibility. If approved, a full Application form is then completed.

Title: City of Hattiesburg - 2020 Acquisition Project

Cost: \$157,464.00

Related Links: [View Application](#)

Workflow Summary

Current Step: 3) Approved
Description: Project Pre-Applications that have been approved.

Last Advanced: Jan 6, 2021 at 1:04 PM by Alexander Hopkins

Submission: Dec 28, 2020 at 11:03 AM by Jennifer Shows

Grant

4429 Mississippi Severe Weather, Straight line winds, tornados, flooding

Hazard Mitigation Grant Program

Declared: April 23, 2019

Work Deadline: April 22, 2023

Applicant

Hattiesburg, City of

Name (Legal): City of Hattiesburg

Forrest County

FIPS #: 035-31020-00

FEIN #: 64-6000432

Vendor #: V0000067350

DUNS #: 079448130

Type: Municipality

Physical: 200 Forrest Street

Hattiesburg, MS, 39401

Mailing: PO Box 1898

Hattiesburg, MS, 39403

Project

F # S #1965

City of Hattiesburg - 2020 Acquisition
Project

ACQ Acquisition

(Demolition/Reconstruction)

Project POP Deadline: April 22, 2023

Eligible: \$0.00

Federal: \$0.00 (0%)

Un-Expended Eligible: \$0.00

Form

Project Overview

Grant:	4429 Mississippi Severe Weather, Straight line winds, tornados, flooding
Category:	ACQ - Acquisition (Demolition/Reconstruction)
Project Title:	City of Hattiesburg - 2020 Acquisition Project

Used to help identify the Project. Ex: "Jurisdiction - Project Name".

Community Information

Does the community have a local adopted Hazard Mitigation Plan?	Yes
	Date of Plan Approval: Aug 18, 2020
Does the community have a comprehensive plan?	Yes
Does the community participate in the NFIP?	Yes
	NFIP Number:
	280053
Does the community have land use zoning?	Yes
Does the community have subdivision ordinances?	Yes
Does the community have building codes?	Yes
Building Code Development and Enforcement:	The City of Hattiesburg adopted the 2018 Editions of the International Residential Code, International Building Code, International Plumbing Code, International Fuel Gas Code, International Mechanical Code, International Property Maintenance Code, International Fire Code, and the 2017 Editions of the National Electrical Code, International Swimming Pool and Spa Code, International Existing Building Code, and ICC A117.1 Accessibility Standard on 5/21/2019.

Describe building code development and enforcement activities from the last five years; identify existing problems and/or successes.

Project Details

Worksheets must be added on the Worksheets tab.

Identify the problem:	In Hattiesburg, flooding to some extent occurs nearly every year, and is expected to continue. Hattiesburg has numerous properties that have flooded multiple times, leaving owners with costly repairs. These properties will likely continue to flood in the future, and would be very difficult if not impossible for owners to sell due to their flooding histories.
-----------------------	--

Project Description:

The City of Hattiesburg would like to apply for Hazard Mitigation Grant Program funding to acquire and demolish one (1) residential repetitive loss property for the purpose of creating open space. Acquisition of the property and demolition of the structure would be a permanent solution to the flooding hazard at this property, and the possibility of any future damages would be eliminated.

Briefly describe the proposed project as a solution to the problem. Include a description of the project benefits and the damages that will be avoided if the project is implemented. Identify all hazards that will be addressed by the project.

Estimated Budget

Total Estimated Cost:

\$ 157,464.00

Federal Share:

75 % (\$118,098.00)

By Percent

Subgrantee Share:

\$ 39,366.00

Amount the subgrantee will contribute.

Funding Source for

Subgrantee Funds:

General Fund

Remaining Funds:

\$ 0.00

Funding Source for Remaining

Funds:

n/a



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, February 16, 2021

Re: Acknowledge declaration of State of Emergency due to winter storm that occurred on February 14, 2021.
File Number: 2021-113
Minute Book #

Summary

Recommendation Statement

Please place this on the February 16, 2021 City Council meeting for consideration.

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY
(by City Council or County Board of Supervisors)

WHEREAS, Hattiesburg the City Council / ~~or Board of Supervisors~~ does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said City / ~~County~~, caused by Winter Weather Event -
(Severe storm, tornado, damaging winds, flash flooding, river flooding
Freezing temperatures, sleet, rain, ice and possible accumulation
drought, wildland fire, structural fire, hail, hazardous material incident, epidemic, hurricane, earthquake, other)

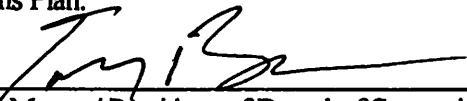
commencing on or about 7 AM/PM on the 15th day of February, 2021; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout said City / County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by the City Council / ~~Board of Supervisors~~ of the City / County of Hattiesburg, State of Mississippi.

IT IS FURTHER PROCLAIMED AND ORDERED that all City / ~~County~~ agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the City / ~~County~~ Emergency Operations Plan.

DATE: 2/12/2021



Mayor / ~~President of Board of Supervisors~~

ATTEST:



Clerk of City / ~~Chancery~~
~~Clerk for Board of Supervisors~~

Councilperson / ~~Supervisor~~

Councilperson / ~~Supervisor~~

Hattiesburg

City / ~~or County~~, State of MS

Councilperson / ~~Supervisor~~

Councilperson / ~~Supervisor~~



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, February 16, 2021

Re: Adopt a Resolution requesting the Legislature of the State of Mississippi to enact a Local and Private Bill enabling the City of Hattiesburg to waive liens under certain conditions that are related to past action by the city to address code violations.
File Number: 2021-114
Minute Book #

Summary

Recommendation Statement

Please place this on the February 16, 2021 City Council meeting for consideration.

RESOLUTION

Resolution of the Mayor and City Council of the City of Hattiesburg, Mississippi to request Local & Private Legislation to foster development of menace properties.

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

WHEREAS, it appears that it is in the best interest of the citizens of Hattiesburg, Mississippi to establish by legislation an opportunity to foster development, reuse, and improved maintenance of properties formerly found to be a menace by the City of Hattiesburg by virtue of any number of code violations or blight conditions;

WHEREAS, Mississippi Code Annotated Title 21-19-11 allows for the process frequently used by the City of Hattiesburg to declare a property to be a menace, to attain authority to clear violations on derelict property, and to assess related costs and penalties;

WHEREAS, following Title 21-19-11 through to the collection of the assessment with property taxes can, in some cases, leave a property undesirable to the current owner or potential developers, which can result in tax sales and an eventual tax deed to the State of Mississippi;

WHEREAS, such process can considerably extend the time in which the community must tolerate, and the City may be required to maintain, a neglected property;

WHEREAS, Mississippi Code Annotated Title 21-19-12 creates an avenue by which a municipality may waive cleanup assessment liens; and

WHEREAS, the City finds that Title 21-19-12 creates a helpful tool, but the parameters required to employ it are overly burdensome, continue to require blight conditions to remain for extended periods of time, and lack clarity in certain manners of administration.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Hattiesburg, to wit:

1. The Legislature of the State of Mississippi is hereby requested to introduce, adopt and enact special or local and private legislation establishing for the City of Hattiesburg an avenue to foster development, reuse, and improved maintenance of properties formerly found to be a menace by the City of Hattiesburg by virtue of any number of code violations or blight conditions.
2. The Legislature of the State of Mississippi is hereby urged to include in its special or local and private legislation the following terms:

SECTION 1. The City Council of the City of Hattiesburg is authorized with the conditions enumerated in this act to consider and award, when it deems appropriate, the full or partial waiver of assessments against properties or individuals as a result of the city having acted to clear code violations.

SECTION 2. For the purposes of this act, the words “amnesty” and “waiver” refer to the forgiveness of an assessment against a property or individual(s) of the costs and related penalties associated with the cleanup incurred by or paid by the City of Hattiesburg to clear code violations. Approvals for such amnesty or waiver shall specify dollar amounts or are otherwise assumed to be in full. Amnesty or waiver referenced in this section applies to those costs and penalties applicable through Mississippi Code Annotated Title 21-19-11 and in no way relieve costs, fines, or other orders imposed by any court.

SECTION 3. Whereas, the purpose of the City Council in exercising this authority, is to foster development and reuse of properties formerly found to be a menace by the City of Hattiesburg by virtue of any number of code violations or blight conditions, the following circumstances must exist to consider such waiver or amnesty:

- (a) Such waiver or amnesty shall not unduly benefit the owner(s) responsible for the property's past code violation condition. Application shall be made by a new owner or a prospective new owner.
- (b) The property for which such waiver or amnesty is requested are those where the City, by its own labor or its contractors, have acted to clear violations by any legal process available to it and where there are costs and/or penalties associated with the property and/or its owner(s) and where the work performed was no less than one year prior to the application for amnesty.
- (c) The City shall have documented costs and/or penalties, which may have been adjudicated as an assessment against the property via the Chancery Clerk or against the owner(s) of the property via the Circuit Clerk. Costs and/or penalties may be considered for waiver/amnesty regardless of whether or not the associated costs have been assessed by the tax collector to be collected along with the standard taxes for the property. Costs and/or penalties may also be considered for waiver/amnesty if they have been sold for taxes but have not yet been redeemed. Costs/penalties already paid or sold at tax sale and already redeemed shall not be eligible for waiver/amnesty.

SECTION 4. The City of Hattiesburg shall require application for consideration of lien waiver/amnesty to include the following:

- (a) An owner or prospective owner must make application to the City for such amnesty, but in no case may the owner responsible for the past code enforcement action or anyone in any way affiliated with such owner be eligible to apply.
- (b) Application must include plans for redevelopment, reuse, alternative use, or improved maintenance of the property, and the City Council shall use the assurances of the developer as the basis for negotiating any terms and conditions it deems appropriate.
- (c) Application for amnesty requires that the new or prospective owner supply one recent appraisal of the property from a reputable real estate appraiser or the county tax assessor's appraised value, or if vacant land, an appraisal, the tax assessor's appraised value, or a competitive sales analysis by a reputable real estate professional, identifying its post-cleaning condition. Applicant must also provide a copy of the contract or closing documents for purchase revealing that the purchase price does not exceed the appraised or analyzed value.

SECTION 5. The City Council shall be the decision-making body determining what developments warrant lien waiver/amnesty and conditions to apply.

- (a) Amnesty may be denied or may be awarded in full or only represent a portion of that owed depending on the will of the City Council and its consideration of all factors, but in no case shall any such lien be waived or reduced until such time that the City Council has acted to confirm that its conditions have been met. Likewise, the City Council is enabled to phase its waiver based on production of the developer.
- (b) For properties where demolition is a part of the agreed upon plan, demolition must occur within 12-months of approval. For re-use or redevelopment of structures, all conditions must be satisfied within 18-months of approval. For agreements where demolition is the only proposed action or where improved maintenance of a vacant parcel is the only proposed action, the property must be sufficiently maintained for no less than 12-months prior to finding that all conditions of amnesty have been satisfied. For good cause shown, the municipality may allow an additional six (6) to twelve (12) months to satisfy conditions.
- (c) Approvals for lien waivers/amnesty shall be approved on conditional basis only, and releases therefor shall not be approved or filed until the City Council has formally acknowledged that the conditions of lien waiver/amnesty agreement have been met.
- (d) Upon approval of a conditional waiver/amnesty where the cost has already been posted to the tax rolls, the city will coordinate with the tax collector to withdraw and hold

in abeyance that assessment until such time that the conditions of the city council have been satisfied.

(e) If the owner has not satisfied the conditions within the time period established and the municipality has not extended the period allowed, the owner must pay the principal amount of the municipality's lien plus interest at the rate of eight percent (8%) per annum.

(f) If the owner desires to sell or dispose of the real property prior to satisfying the conditions, the owner must first obtain the municipality's approval. If the municipality approves the sale or disposal of the real estate prior to satisfying the conditions, the owner shall pay the principal amount of the lien on or before the closing date of the sale unless a subsequent purchaser of the blighted real property has applied for and been granted conditional lien amnesty.

(g) If an owner sells or disposes of the real property prior to satisfying the conditions without the municipality's approval, then the owner shall be liable to the city for the principal amount of the lien plus interest at the rate of eight percent (8%), and a penalty of One Thousand Five Hundred Dollars (\$1,500.00) will also be assessed against the owner.

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

AYES

NAYS

ABSENT

The President thereby declared the motion carried and the Resolution adopted, this the **16th day of February, A.D., 2021.**

(SEAL)

ATTEST:

ADOPTED

HATTIESBURG CLERK OF COUNCIL

HATTIESBURG COUNCIL PRESIDENT

The above and foregoing Resolution was submitted to and approved by the Mayor, this the **16th day of February, A.D., 2021.**

ATTEST:

APPROVED

HATTIESBURG CITY CLERK

HATTIESBURG MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Andrew Ellard, Director
cc: Wiley Quinn, Code Enforcement Division Manager
Date: Tuesday, February 16, 2021
Re: Ratification of Release of Lien documents filed in relation to Code Enforcement clean-up assessments.
File Number: 2021-81
Minute Book #

Summary

Ratification of Release of Lien documents filed in relation to Code Enforcement clean-up assessments

Recommendation Statement

I recommend the ratification of the release of lien documents for the properties on the attached list.

Please place this on the February 16, 2021 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: Mayor and City Council

FROM: Wiley Quinn, Code Enforcement Division Manager

DATE: February 16, 2021

RE: Ratification of Release of Lien Documents

Request for ratification of the release of lien documents for the following properties:

PROPERTY OWNER'S NAME	PROPERTY ADDRESS	PPIN	BOOK NUMBER/PAGE NUMBER OF THE ADJUDICATION TO BE RELEASED	NOTE
Jimena & Etal Stovall	3606 Peach Street	24161	1307/225-226	Resolution 2019-61 Payment Received \$123.25
Jimena & Etal Stovall	3606 Peach Street	24161	1334/568-569	Resolution 2020-87 Payment Received \$276.25
Javier & Etal Barquero	3607 Peach Street	24153	1352/360-361	Resolution 2020-263 Payment Received \$103.25
Javier & Etal Barquero	3607 Peach Street	24153	1334/570-571	Resolution 2020-88 Payment Received \$276.25
Scott Steadman	520 North Street	26001	1338/712-713	Resolution 2020-120 Payment Received \$8,406.06
Samuel & Ernestine Mack	119 W. 8 th St.	15260	1341/535-536	Resolution 2020-163 Payment Received \$243.00

J C Martin	407 North Street	14469	1307/190-191	Resolution 2019-45 Payment Received \$200.00
Affordable Southern Homes	826 Main Street	14568	1348/229-230	Resolution 2020-239 Payment Received \$422.75
State of Mississippi	304 Mable St.	20567	1307/186-187	Resolution 2019-43 Payment Received \$518.00
State of Mississippi	306 Mable St.	20568	1307/188-199	Resolution 2019-44 Payment Received \$438.00
Angela M. Gray	319 S. 16 th Avenue	17019	1356/689-690	Resolution 2020-287 Payment Received \$2,224.00
State of Mississippi	1307 Rebecca Avenue	22476	1307/215-216	Resolution 2019-56 Payment Received \$238.00
Mikal & Narjis Uqdah	719 Lincoln Road	22065	1348/227-228	Resolution 2020-238 Payment Received \$197.25
Nancy Horne	700 Walnut St.	24081	1332/701-702	Resolution 2020-22 Payment Received \$162.50
Nancy Horne	700 Walnut St.	24081	1316/279-280	Resolution 2019-85 Payment Received \$100.00
Pearline Anderson	1009 Franklin St.	14393	1316/416-417	Resolution 2019-175 Payment Received \$1,984.42
Karen Wells & James Robinson	702 S. 22 nd Avenue	13104	1316/367-368	Resolution 2019-149 Payment Received \$299.00
Karen Wells & James Robinson	702 S. 22 nd Avenue	13104	1341/541-542	Resolution 2020-166 Payment Received \$276.25
Karen Wells & James Robinson	702 S. 22 nd Avenue	13104	1332/745-746	Resolution 2020-44 Payment Received \$259.00
Diversified Real Estate Holdings	3407 Tiltree Road	23612	1332/743-744	Resolution 2020-43 Payment Received \$3,136.40
Paula Sill	3407 Tiltree Road	23612	1316/327-328	Resolution 2019-125 Payment Received \$3,012.35

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	March 13, 2019
BOOK:	1307
PAGE:	225-226
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$123.25
NAME:	Jimena & Etal Stovall

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

3606 Peach Street

Legal Description:

The West 36 feet of Lot 9 and the East 48 feet of Lot 10, Block 2, of the Sunny Acres Subdivision, Forrest County, Mississippi, as per the map or plat thereof of the file in the Office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 21_____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	March 23, 2020
BOOK:	1334
PAGE:	568-569
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$276.25
NAME:	Jimena & Etal Stovall

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

3606 Peach Street

Legal Description:

The West 36 feet of Lot 9 and the East 48 feet of Lot 10, Block 2, of the Sunny Acres Subdivision, Forrest County, Mississippi, as per the map or plat thereof of the file in the Office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 21_____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	November 12, 2020
BOOK:	1352
PAGE:	360-361
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$103.25
NAME:	Javier & Etal Barquero

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

3607 Peach Street

Legal Description:

The East 80 feet of Lot No. 5 in Block 1 of Sunny Acres Subdivision of the City of Hattiesburg, Forrest County, Mississippi, according to the official map or plat of said subdivision on file in Plat Book 8 at Page 40 of the records in the office of the Chancery Clerk of Forrest County, Mississippi.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 21_____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	March 23, 2020
BOOK:	1334
PAGE:	570-571
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$276.25
NAME:	Javier & Etal Barquero

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

3607 Peach Street

Legal Description:

The East 80 feet of Lot No. 5 in Block 1 of Sunny Acres Subdivision of the City of Hattiesburg, Forrest County, Mississippi, according to the official map or plat of said subdivision on file in Plat Book 8 at Page 40 of the records in the office of the Chancery Clerk of Forrest County, Mississippi.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 21_____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	June 4, 2020
BOOK:	1338
PAGE:	712-713
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$8406.06
NAME:	Scott Steadman

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

520 North Street

Legal Description:

Parcel: 2-029E-04-133, 520 North Street Hattiesburg, MS 39401 and better described as Beginning at the Southeast corner of the Southwest Quarter of Section 4, Township 4 North, Range 13 West and run thence North 125 feet, run thence East 185 feet run thence South 125 feet to the point if beginning less and except a strip of land approximately 20 feet wide and extending from North to South across the eastern portion of the above described land and designated as North Street, a public thoroughfare.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 21_____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	July 10, 2020
BOOK:	1341
PAGE:	535-536
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$243.00
NAME:	Samuel & Ernestine Mack

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

119 W. 8th Street

Legal Description:

Commence at the SW corner of Lot 12 of the Foote and Phillips Subdivision of part of Lot 4 of Block 172 of the Crittenden Survey to the City of Hattiesburg, Forrest County, Mississippi, for the point of beginning. From the point of beginning run North along the West line of Lots 12, 2 and 1 for 241 feet to the North line of Lot 1; thence run Northeasterly along the North line of Lot 1 for 41.5 feet; thence run 95° 01' E for 144.2 feet; thence run 88° 53' E for 7.0 feet; thence run S 01° 07' E for 109.9 feet to the North line of West 8th Street; thence West along the North line of West 8th Street for 62.45 feet back to the point of beginning. This parcel is part of Lots 1, 2, 11 and 12 of the Foote and Phillips Subdivision

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 21_____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG,
having previously filed a Resolution as a result of code enforcement action against certain
property in the following location:

DATE FILED:	March 13, 2019
BOOK:	1307
PAGE:	190-191
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$200.00
NAME:	JC Martin

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and
satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to
enter satisfaction and certificate of payment in full upon said instrument and that this order be
recorded in the records of said County as is provided by law.

407 North Street

Legal Description:

A part of the West 2/3 of Lot Four (4) Block One hundred Seventy one (171) of the Crittenden Survey 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 and more particularly described as follows, to-wit:

Beginning where the East line of the North Street intersects with North line of Fourth Street, thence run North for distance of 100 feet for a point of beginning, thence run East for a distance of 65 feet, thence run North for a distance of 100 feet, thence run West for a distance of 65 feet, thence run South for a distance of 100 feet, thence run West for a distance of 65 feet, thence run South for a distance of 100 feet to the point of beginning; together with all improvements thereon and all appurtenances thereunto belonging.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of
_____, 21.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	September 21, 2020
BOOK:	1348
PAGE:	229-230
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$422.75
NAME:	Affordable Southern Homes

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

826 Main Street

Legal Description:

Lot 5, Block 167 of the Crittenden Survey, City of Hattiesburg, Forrest County, Mississippi, and further described as beginning at the intersection of the North right of way of College Street and the West right of way to Main Street; run NW along the West right of way of Main Street 203.5 feet; thence SW parallel with College Street 200.0 feet; thence SE parallel with Main Street 203.5 feet to the North right of way of College Street; thence NE along the North right of way of College Street 200.0 feet back to the point of beginning; and also Lot 6, less 30 feet off the NW side, in Block 167 of the Crittenden Survey of the City of Hattiesburg, Forrest County, Mississippi as per map or plat thereof now on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 21_____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	March 13, 2019
BOOK:	1307
PAGE:	186-187
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$518.00
NAME:	State of Mississippi

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

304 Mable Street

Legal Description:

Lot 3 in Block 5, and also that part of Lot 2 in Block 5 described as beginning at the Northwest corner of said Lot 2 and run South 75 feet, thence run East 2 feet, thence run North 75 feet to Mable Street; beginning, all in the CJ Miller Survey of the City of Hattiesburg or addition to the City of Hattiesburg, Forrest Count, Mississippi, as per the office of Chancery Clerk of said county, which is survey is a part of the NE ¼ of the NE ¼, section 9, T-4-N, R-13-W Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 21_____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the _____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	March 13, 2019
BOOK:	1307
PAGE:	188-189
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$438.00
NAME:	State of Mississippi

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

306 Mable Street

Legal Description:

Lot 4 less 20 ft. by 20 ft. off the South end, Block 5, CJ Miller Addition, Section 9, Township 4 North, Range 13 West, City of Hattiesburg, Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 21_____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the _____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	January 14, 2021
BOOK:	1356
PAGE:	689-690
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$2,224.00
NAME:	Angela M. Gray

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

319 S. 16th Avenue

Legal Description:

Lot 9 and the North 10 feet of Lot 10, Block 19 of the Hattiesburg Heights Proper Survey in the City of Hattiesburg, Forrest County, 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.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 21_____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	March 13, 2019
BOOK:	1307
PAGE:	215-216
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$238.00
NAME:	State of Mississippi

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

1307 Rebecca Avenue

Legal Description:

Lot 4 in Block 14, in the Omega Subdivision, located and being situated in the City of Hattiesburg, Forrest County, Mississippi, with all improvements thereon and appurtenance thereunto belonging.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 21____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	September 21, 2020
BOOK:	1348
PAGE:	227-228
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$197.25
NAME:	Mikal Uqdah & Narjis Z Hassan

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

719 Lincoln Street

Legal Description:

Lot Three (3), Block Five (5) of the McInnis, Mitchell, & Longre Addition, 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.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 21_____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	February 26, 2020
BOOK:	1332
PAGE:	701-702
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$162.50
NAME:	Nancy Horne

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

700 Walnut Street

Legal Description:

Part of Lot 12, Block 92, of the Stapleton and Bayne Subdivision in the City of Hattiesburg, Forrest County, Mississippi, and more particularly described as follows, to wit: Begin as the Northwest corner of said Lot 12 and run East a distance of 107.7 feet, thence run South for a distance of 50 feet, thence run West for a distance of 107.7 feet, run thence North a distance of 50 feet, back to the point of beginning.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 21.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the _____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	July 10, 2019
BOOK:	1316
PAGE:	279-280
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$100.00
NAME:	Nancy Horne

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

700 Walnut Street

Legal Description:

Part of Lot 12, Block 92, of the Stapleton and Bayne Subdivision in the City of Hattiesburg, Forrest County, Mississippi, and more particularly described as follows, to wit: Begin as the Northwest corner of said Lot 12 and run East a distance of 107.7 feet, thence run South for a distance of 50 feet, thence run West for a distance of 107.7 feet, run thence North a distance of 50 feet, back to the point of beginning.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 21_____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	July 10, 2019
BOOK:	1316
PAGE:	416-417
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$1,984.42
NAME:	Pearline Anderson

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

1009 Franklin Street

Legal Description:

The North ½ of Lot 16, Block 2 of the I.N.C. Cook Subdivision in the City of Hattiesburg, a subdivision according to the map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 21_____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the _____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	July 10, 2019
BOOK:	1316
PAGE:	367-368
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$299.00
NAME:	James Robinson & Karen Wells

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

702 S. 22nd Avenue

Legal Description:

The South 55 feet of Lot two (2) and the North 10 feet of Lot three (3), Block two (2) of the Audubon 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.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 21_____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	July 10, 2020
BOOK:	1341
PAGE:	541-542
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$276.25
NAME:	James Robinson & Karen Wells

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

702 S. 22nd Avenue

Legal Description:

The South 55 feet of Lot two (2) and the North 10 feet of Lot three (3), Block two (2) of the Audubon 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.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 21_____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	February 26, 2020
BOOK:	1332
PAGE:	745-746
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$259.00
NAME:	James Robinson & Karen Wells

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

702 S. 22nd Avenue

Legal Description:

The South 55 feet of Lot two (2) and the North 10 feet of Lot three (3), Block two (2) of the Audubon 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.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 21.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	February 26, 2020
PAGE:	743-744
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$3,136.40
NAME:	Diversified Real Estate Holdings

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

3407 Tiltree Road

Legal Description:

The South 55 feet of Lot two (2) and the North 10 feet of Lot three (3), Block two (2) of the Audubon 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.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 21_____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the _____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF FORREST

RELEASE

KNOW ALL MEN BY THESE PRESENT: That the CITY OF HATTIESBURG, having previously filed a Resolution as a result of code enforcement action against certain property in the following location:

DATE FILED:	July 10, 2019
PAGE:	327-328
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$3,012.35
NAME:	Paula Sill

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

3407 Tiltree Road

Legal Description:

Lot 14 of Regency Estates Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on files in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 21_____.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the ____ day of _____, the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc:

Date: Tuesday, February 16, 2021

Re: Ratify access authorization with the U.S. Environmental Protection Agency to collect background samples from certain City of Hattiesburg properties for comparative purposes related to potential cleanup opportunities at the Hercules site.
File Number: 2021-108
Minute Book #

Summary

Ratify access authorization with the U.S. Environmental Protection Agency to collect background samples from certain City of Hattiesburg properties for comparative purposes related to potential cleanup opportunities at the Hercules site.

Recommendation Statement

Please place this on the February 16, 2021 City Council meeting for consideration.

ACCESS AUTHORIZATION

1. I, (Name) Moran M. Pope, III, am the (Title) City Attorney of the City of Hattiesburg, and as such, I have the authority to sign this authorization for the following Properties, which are owned by the City of Hattiesburg:

- a. Oseola McCarty Park
500 West St.
Hattiesburg, MS 39401
- b. N. 19th Street Easement*
Between Parcels 2-028A-05-056.00 and 02-028A-05-057.00
Hattiesburg, MS 39401
- c. Roberts Street Easement
Adjacent to Parcel No. 2-028A-05-008.00
Hattiesburg, MS 39401

2. I authorize the U.S. Environmental Protection Agency, its officers, employees, contractors, and other authorized representatives to enter the Property to determine the need for a response action under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 9601 *et seq.* EPA's authorized activities at the Property may include, but are not limited to, the following:

- a. Conducting a geophysical survey of sampling locations prior to commencing intrusive work;
- b. Collecting samples from surface and subsurface soil;
- c. Drilling holes (manually or otherwise) for sampling surface and subsurface soil;
- d. Collecting location data to prepare geographic information system figures for sampling locations and site features; and
- e. Transporting equipment and personnel onto and about the Property as necessary to accomplish the above activities.

3. This Access Authorization grants consent for access for the described activities, effective immediately upon signature, and continuing until EPA completes its investigations, assessments and sampling, or until I withdraw my consent.

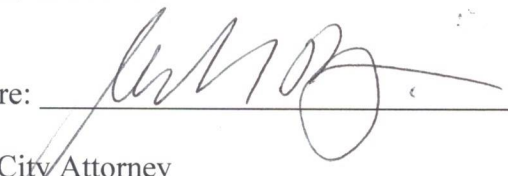
4. I have been notified that these actions by EPA are undertaken pursuant to its response authority under Sections 104(a) and (e) of CERCLA, 42 U.S.C. §§ 9604(a) and (e).

5. This written permission is given by me voluntarily with knowledge of my right to refuse and without threats or promises of any kind.

6. I have been notified that this signed and dated Access Authorization should be returned to:

Graham Burkhalter, Assistant Regional Counsel
Office of Regional Counsel
U.S. EPA Region 4
61 Forsyth Street, S.W.
Atlanta, GA 30303

Date: 02-05-2021

Signature: _____

Title: City Attorney

Address: P. O. Box 17527

Hattiesburg, Mississippi 39404

*The City of Hattiesburg has been unable to determine whether it actually owns an easement between Forrest County Tax Assessor Parcels 2-028A-05-056.00 and 2-028A-05-057.00, but it has no objection to the testing, as set forth above, being done along the purported easement.

Jones, Ann

From: Burkhalter, Graham <Burkhalter.Robert@epa.gov>
Sent: Friday, February 05, 2021 2:11 PM
To: Jones, Ann
Cc: Marraccini, Davina; Randy Pope
Subject: Hattiesburg Sampling Update

Ms. Jones,

Thank you for taking the time to speak with me and Davina this afternoon. EPA is currently investigating soil, groundwater, and sediment contamination at the Hercules Site and in the nearby vicinity. Hercules has conducted certain interim cleanup measures pursuant to EPA orders since 2011, and EPA is currently evaluating its authority to achieve a comprehensive, site-wide cleanup under the federal Superfund law. To complete this evaluation, EPA needs to perform additional sampling both on-site and off-site to fill data gaps for the site evaluation. Hercules has already authorized EPA to collect on-site samples. Likewise, the owners of the off-site private properties selected for sampling have granted access authorizations to EPA.

EPA has identified two City-owned properties where the agency would like to collect background samples: Oseola McCarty Park and a drainage ditch at the intersection of E. Roberts Street and Matthews Street. One additional location identified for background sampling – Greens Creek within an easement north of 19th Street – may also be owned by the City. The purpose of a background sample is to determine the conditions of the surrounding area that are unimpacted by contamination. Those samples can then be compared to samples taken on-site. The agency selected these City properties because it does not expect to find contamination there. Sampling on the City's properties will be unobtrusive, consisting of only 8 soil samples and 2 sediment samples, and the City will be notified of the results of any samples taken from its property.

The sampling event is set to begin on Monday, February 8 and will last until Friday, February 12. This schedule may be modified depending on field conditions. Thank you again for your help and please let me know if anything further is needed.

Best regards,

Graham Burkhalter
Assistant Regional Counsel
CERCLA Law Office
U.S. Environmental Protection Agency, Region 4
61 Forsyth Street, SW
Atlanta, Georgia 30303
404-562-9519



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Cecilia Jones

cc: Kermas Eaton, City Clerk

Date: Tuesday, February 16, 2021

Re: Acknowledge receipt of Privilege Tax License Monthly Report for January 2021.
File Number: 2021-80
Minute Book #

Summary

Acknowledge receipt of Privilege Tax License Monthly Report for January 2021.

Recommendation Statement

Recommend acknowledgment of receipt of Privilege Tax License monthly report for January 2021.

Please place this on the February 16, 2021 City Council meeting for consideration.

PRIVILEGE LICENSE MONTHLY REPORT

01/01/2021 TO 01/31/2021

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-01-21-020711	\$45.00		YALE'S PRO TAX SERVICE 56 JIM BURCH RD LOT #5 HATTIESBURG MS 39401
LIC-01-21-020747	\$20.00		BRM ACCOUNTING SERVICES, LLC 4124 W 4TH ST APT.2507 HATTIESBURG MS 39401
LIC-01-21-020765	\$45.00		HILL'S AUTOMOTIVE & ALIGNMENT 609 BROADWAY DR HATTIESBURG MS 39401
LIC-01-21-020766	\$45.00		MISSISSIPPI MADE & MORE 325 T. SMITH RD HATTIESBURG MS 39401
LIC-01-21-020783	\$20.00		THE KASH CLOSET 20 ANNIE CHRISTIE DR HATTIESBURG MS 39401
LIC-01-21-020788	\$20.00		MY SAFE MIC 1033 JOHNSTON ST HATTIESBURG 39401
LIC-01-21-020789	\$20.00		MORRIS TAX AND BOOK KEEPING, LLC 2905 LINCOLN RD HATTIESBURG MS 39402
LIC-01-21-020790	\$20.00		PETE'S REPAIR SERVICES 35 BIGLANE RD SEMINARY MS 39479
LIC-01-21-020853	\$30.00		SEALED LIPS 2104 CLAYTON PLACE HATTIESBURG MS 39402
LIC-01-21-020868	\$10.00		DON CHUY'S MEXICAN GRILL & BAR 6154 US HWY 49 HATTIESBURG MS 39401
LIC-01-21-020872	\$20.00		REIGN'S ART & BEAUTY 2 LLC 116 VICKERS CIR HATTIESBURG MS 39401
LIC-05-20-018676	\$45.00		TAREY DANCE SPACE 67 WOODSIDE HATTIESBURG MS 39402
LIC-05-20-018725	\$45.00		AVID HOTEL OF HATTIESBURG MS 200 N 40TH AV HATTIESBURG MS 39401
LIC-06-20-018780	\$45.00		RAMSAY & HAMMOND, PLLC P.O. BOX 16567 HATTIESBURG MS 39404
LIC-09-20-019591	\$275.00		BARNES CROSSING AUTO SALES 41648 CR 452 LEESBURG FL 34788
LIC-09-20-019599	\$45.00		RAKS GLOBAL LLC 215 MOBILE ST STE 200 B HATTIESBURG MS 39401

LIC-09-20-019603	\$45.00	AURORA CONSULTING GROUP LLC 215 MOBILE ST STE 200 A HATTIESBURG MS 39401
LIC-09-20-019671	\$45.00	EMPOWER TAX & FINANCIAL SERVICES, LLC 307 E FLORENCE ST HATTIESBURG MS 39401
LIC-10-20-019957	\$45.00	BOHO PLATTER CO. 127 BUSCHMAN ST STE 20 HATTIESBURG MS 39401
LIC-10-20-020246	\$45.00	HER HAIR LOUNGE & CO 3407 HARDY ST STE 20 HATTIESBURG MS 39402
LIC-10-20-020247	\$45.00	BODY VAULT 3407 HARDY ST STE 20 HATTIESBURG MS 39402
LIC-11-20-020458	\$45.00	Alive Hydration & Wellness 423 WEATHERSBY RD STE 160 HATTIESBURG MS 39402
LIC-12-19-017774	\$55.00	G PROPERTIES 118 MYERS RD PETAL MS 39465
LIC-12-19-017776	\$55.00	GHOLAR COMMUNICATIONS LLC 939 N MAIN ST STE B HATTIESBURG MS 39401
LIC-12-20-020567	\$20.00	SUMMIT WATER PROOFING, INC 308 E 2ND PLACE SW ALABASTER AL 35007
LIC-12-20-020583		ROPERS LIQUOR BARN 6428 HWY 49 HATTIESBURG MS 39401
LIC-12-20-020584	\$45.00	JAMES TOTAL WELLNESS & SCREENING SOLUTIONS 423 WEATHERSBY RD STE 170 HATTIESBURG MS 39402
LIC-12-20-020637	\$45.00	TAX SOLUTIONS, LLC 905 HARDY ST HATTIESBURG MS 39401
LIC-12-20-020641	\$45.00	GATOR'S USED APPLIANCES LLC 2810 EDWARDS ST STE B HATTIESBURG MS 39401
LIC-12-20-020676	\$45.00	TURNER TAX SERVICES 1910 HARDY ST STE D HATTIESBURG MS 39401
30	\$1,330.00	

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-01-21-020686	\$45.00		ALLEN'S WRECKER SERVICE 135 STEVEN ST PETAL MS 39465-
LIC-01-21-020687	\$20.00		ARTIE RAWLS PHOTOGRAPHY 3420 HARDY STREET STE 4 HATTIESBURG MS 394020000
LIC-01-21-020688	\$20.00		CUSTOM INSTALLING 3900 PEARL STREET HATTIESBURG MS
LIC-01-21-020689	\$30.00		ZACHARY & LEGGETT PLLC 211 S 29TH AVENUE HATTIESBURG MS 39401

LIC-01-21-020691	\$20.00		SYCAMORE TREE COUNSELING SERVICES, LLC 207 3RD AV HATTIESBURG MS 39401
LIC-01-21-020692	\$20.00		ROCKY W. EATON 201 HARDY ST STE A HATTIESBURG MS 39401
LIC-01-21-020693	\$20.00		JOSEPH FARINA, MD 302 2ND AV HATTIESBURG MS 39401
LIC-01-21-020694	\$20.00		EXQUISITE NAILS 4700 HARDY STREET S HATTIESBURG MS 394020000
LIC-01-21-020695	\$66.00		SHOWS, DEARMAN & WAITS, INC. 301 SECOND AVENUE HATTIESBURG MS 39401-
LIC-01-21-020697	\$20.00		HATTIESBURG PAIN & INJURY, LLC PO BOX 2563 GULFPORT MS 39505
LIC-01-21-020698	\$20.00		AMY'S NAILS 6335 HWY 49 STE 10 HATTIESBURG MS 39401-
LIC-01-21-020699	\$20.00		FLANAGAN ELECTRIC SERVICE P O BOX 15033 HATTIESBURG MS 39402-
LIC-01-21-020700	\$150.00		ADVANCE AUTO PARTS #9816 5060 HARDY ST HATTIESBURG MS 39401
LIC-01-21-020702	\$108.00		FEDERAL EXPRESS CORP. POST OFFICE BOX 8000 C/O BUSINESS LICENSE MONSEY NY 10952
LIC-01-21-020703	\$36.00		PHYSICAL MEDICINE & INTERVENTIONAL PAIN 1 LINCOLN PARKWAY STE 102 HATTIESBURG MS 39402
LIC-01-21-020704	\$30.00		HARRIS, HUEL PEDIATRIC DENTISTRY 1014 S 28TH AVENUE HATTIESBURG MS 39402-
LIC-01-21-020705	\$30.00		BARNES FAMILY DENTISTRY 5914 HWY 49 STE 10 HATTISBURG MS 39401-
LIC-01-21-020706	\$30.00		RARE DESIGN 127 BUSCHMAN STREET STE 10 HATTIESBURG MS 39401
LIC-01-21-020707	\$20.00		AMERICAN PRINTING 6186 HWY 49 HATTIESBURG MS 39401-
LIC-01-21-020708	\$20.00		LEE'S NAILS 4600 HARDY STREET 7 HATTIESBURG MS 39401-
LIC-01-21-020709	\$20.00		FAMILY CLINIC ON ADELINE 300 S 21ST AV HATTIESBURG MS 39401
LIC-01-21-020710	\$66.00		MISSISSIPPI HOMECARE/HATTIESBURG 1 LINCOLN PARKWAY STE 305 HATTIESBURG MS 394023261
LIC-01-21-020713	\$20.00	\$2.40	JAN W HAMMOND 112 SHEFFIELD LOOP D-1 HATTIESBURG MS 39402-

LIC-01-21-020714	\$20.00	\$2.40	HEAVEN'S GATES MINI STORAGE 929 RICHBURG ROAD HATTIESBURG MS
LIC-01-21-020715	\$300.00		NEWELL PAPER CO./HATTIESBURG 5192 HIGHWAY 42 HATTIESBURG MS 39403
LIC-01-21-020716	\$150.00		RANDY PRICE & CO. 6156 HWY 98 W STE 30 HATTIESBURG MS 39402
LIC-01-21-020717	\$20.00		AMERICAN STEEL LINE BUILDING 5689 HIGHWAY 49 S HATTIESBURG MS 39401
LIC-01-21-020718	\$30.00		R & J CONSTRUCTION INC. 1637 HIGHWAY 184 E LAUREL MS 39443
LIC-01-21-020719	\$1,840.00		LOWE'S OF HATTIESBURG #537 6004 HIGHWAY 98 HATTIESBURG MS 39402
LIC-01-21-020720	\$20.00		BRUCK'S CARS & TRUCKS 5498 HIGHWAY 42 HATTIESBURG MS 394010000
LIC-01-21-020721	\$20.00		MCCLESKEY ASSOCIATES/ARCHITECT,PLLC 105 PATTON AVENUE HATTIESBURG MS 39401
LIC-01-21-020722	\$20.00		OEC JAPANESE EXPRESS 3317 HARDY STREET STE 20 HATTIESBURG MS 39401-
LIC-01-21-020723	\$20.00		WEST CHIROPRACTIC CLINIC 4700 HARDY ST STE M HATTIESBURG MS 39402
LIC-01-21-020724	\$20.00		BLACKWELL PLUMBING P O BOX 16295 HATTIESBURG MS 394040000
LIC-01-21-020725	\$1,360.00		ACADEMY SPORTS & OUTDOORS #108 1800 N MASON ROAD KATY TX 774492826
LIC-01-21-020726	\$100.00		ACADEMY SPORTS & OUTDOORS #108 6173 HWY 98 HATTIESBURG MS 39402
LIC-01-21-020727	\$129.00		LOWERY A.WOODALL SURGERY FACILITY 105 S 28TH AV HATTIESBURG MS 39401
LIC-01-21-020729	\$45.00		ROD'S TOWING PO BOX 18801 HATTIESBURG MS 39404
LIC-01-21-020730	\$20.00		STORAGE PLUS CENTERS LLC 5224 OLD HWY 42 HATTIESBURG MS 39401
LIC-01-21-020731	\$30.00		SONIC DRIVE IN PO BOX 2128 RIDGELAND MS 391580000
LIC-01-21-020732	\$30.00		LAW OFFICE OF SUSAN K. STEADMAN PLLC 522 MAIN STREET HATTIESBURG MS 39401
LIC-01-21-020734	\$20.00		FOOD FACTORY 5912 HWY 49 FC 3 HATTIESBURG MS 39401-

LIC-01-21-020735	\$20.00		ALLSTAR RECOVERY 634 BRADY DRIVE HATTIESBURG MS 39401
LIC-01-21-020736	\$30.00		SHIPPERS EXPRESS 7132 HIGHWAY 49 N HATTIESBURG MS 39401
LIC-01-21-020737	\$30.00		ACCEPTANCE LOAN COMPANY, INC 163 TURTLE CREEK DRIVE STE 60 HATTIESBURG MS 39402-
LIC-01-21-020738	\$30.00		ELEGANT NAILS II 560 WEATHERSBY ROAD 200 HATTIESBURG MS 394020000
LIC-01-21-020740	\$20.00		AMAYA ENTERPRISE LLC 31 DUNLEITH CT HATTIESBURG MS 39402
LIC-01-21-020741	\$20.00		EXCELLENT TAX PROS 1503 HARDY ST HATTIESBURG MS 39401
LIC-01-21-020743	\$20.00	\$2.80	DABBS STREET CENTER 926 DABBS STREET HATTIESBURG MS 39401
LIC-01-21-020745	\$15.00	\$7.50	DABBS STREET CENTER 926 DABBS STREET HATTIESBURG MS 39401
LIC-01-21-020748	\$20.00		ANGELLE KEAN INTERIORS 409 4TH AVENUE HATTIESBURG MS 39402-
LIC-01-21-020749	\$20.00		SOUTHGATE REALTY, LLC PO BOX 16615 HATTIESBURG MS 39404-
LIC-01-21-020750	\$20.00		CAMPUS BOOK MART 318 E LEE BOULEVARD STARKVILLE MS 397590000
LIC-01-21-020751	\$120.00		MAC'S CONSTRUCTION 6555 U S HIGHWAY 98 W STE 13 HATTIESBURG MS 39402
LIC-01-21-020753	\$20.00	\$2.40	MEDLEY LAW OFFICE 902 W PINE STREET HATTIESBURG MS 39401-
LIC-01-21-020754	\$20.00		WATKINS AUTO SALES 1532 N MAIN STREET HATTIESBURG MS 39401
LIC-01-21-020755	\$80.00		BERRY PLASTICS CORPORATION 72 WL RUNNELS INDUSTRIAL DRIVE HATTIESBURG MS 39401-
LIC-01-21-020757	\$20.00		NAILS FOR U, LLC 6375 HWY 98 W STE 50 HATTIESBURG MS 39402
LIC-01-21-020758	\$20.00		SUBWAY SANDWICH SHOP OF HATTIESBURG 300 S 25TH AV HATTIESBURG MS 39401
LIC-01-21-020761	\$45.00		ZAXBY'S 4407 BEE CAVES RD STE 212 AUSTIN TX 78746
LIC-01-21-020762	\$150.00		O'REILLY AUTO PARTS #1297 6460 HIGHWAY 98 HATTIESBURG MS 39402

LIC-01-21-020763	\$105.00		JONES TRANSPORT, LLC 6184 W HWY 98 STE 210 HATTIESBURG MS 39402
LIC-01-21-020764	\$30.00		OAK GROVE HEATING & AIR INC. 2855 OAK GROVE ROAD HATTIESBURG MS 39402-
LIC-01-21-020767	\$69.00		HATTIESBURG CLINIC PA DERMATOLOGY CLINIC 415 S 28TH AVENUE ATTN: ACCTG DEPT HATTIESBURG MS 39401-7283
LIC-01-21-020768	\$69.00		HATTIESBURG CLINIC, PA - LINCOLN ROAD FAMILY 4209 LINCOLN RD HATTIESBURG MS 39402
LIC-01-21-020769	\$78.00		HATTIESBURG CLINIC IMMEDIATE CARE 105 THORNHILL DRIVE HATTIESBURG MS 39402
LIC-01-21-020770	\$150.00		HATTIESBURG CLINIC - SUPPORT SERVICES BLDG 2902 ARLINGTON LOOP HATTIESBURG MS 39401
LIC-01-21-020771	\$20.00	\$24.40	THE TAX OFFICE 7170 BLUE GROUSE LN MEMPHIS TN 38125
LIC-01-21-020772	\$30.00		ONE MAIN FINANCIAL GROUP, LLC 2109 HARDY ST STE B HATTIESBURG MS 39401
LIC-01-21-020779	\$20.00		BLACKSTOCK ELECTRIC 1449 GRANTHAM RD SUMRALL MS 39482
LIC-01-21-020780	\$54.00		DUFF AMUSEMENT CO, INC. 5194 HIGHWAY 49 S HATTIESBURG MS 39401-
LIC-01-21-020781	\$450.00		DUFF AMUSEMENT CO, INC. 5194 HIGHWAY 49 S HATTIESBURG MS 39401-
LIC-01-21-020784	\$51.00		BRYAN NELSON P.A. PO BOX 18109 HATTIESBURG MS 39404-8109
LIC-01-21-020785	\$30.00		BRYAN NELSON P.A. PO BOX 18109 HATTIESBURG MS 39404-8109
LIC-01-21-020786	\$380.00		UNITED APPAREL LIQUIDATORS, INC. 1829 HARDY STREET HATTIESBURG MS 394010000
LIC-01-21-020787	\$105.00		KENTUCKY FRIED CHICKEN #74 PO BOX 2906 LAUREL MS 39442
LIC-01-21-020791	\$20.00	\$2.20	AFFORDABLE CLIMATE CONTROLLED STORAGE 6248 U S HWY 98 W HATTIESBURG MS 39402-
LIC-01-21-020792	\$30.00		RICHARD B. BRANTLEY, PLS INC. 21 JASMINE DR HATTIESBURG MS 39401
LIC-01-21-020793	\$40.00		METHODIST ORTHOTICS & PROSTHETICS 107 FAIRFIELD DRIVE STE 10 HATTIESBURG MS 39402-
LIC-01-21-020794	\$30.00		POPEYES #11 2056 OAK GROVE RD HATTIESBURG MS 39402

LIC-01-21-020795	\$20.00		GRACE HEALTHCARE 3325 BARTLETT ROAD RD ORLANDO FL 32811
LIC-01-21-020800	\$66.00	\$9.24	HILTON GARDEN INNS 133 PLAZA DR HATTIESBURG MS 39402
LIC-01-21-020801	\$15.00	\$7.50	HILTON GARDEN INNS 133 PLAZA DR HATTIESBURG MS 39402
LIC-01-21-020802	\$30.00		PLANET BEACH 103 S. 41 AV HATTIESBURG MS 39402
LIC-01-21-020804	\$20.00	\$2.20	WILLIAMS LAWN & YARD SERVICE 8 ALDER LN HATTIESBURG MS 39401
LIC-01-21-020805	\$20.00	\$2.60	MEME'S DAYCARE FOR KIDS LLC 1110 ARLEDGE ST HATTIESBURG MS 39401
LIC-01-21-020806	\$20.00		T L CONSTRUCTION 120 BARKLEY ROAD HATTIESBURG MS 39401-
LIC-01-21-020807	\$30.00		TOUCHSTONE ELECTRICAL SERVICES LLC 28 WALLACE LN PURVIS MS 39475
LIC-01-21-020808	\$20.00		SUMRALL'S AIR CONTROL SERVICE 91-A ROGERS ROAD HATTIESBURG MS 39401-0000
LIC-01-21-020810	\$20.00		LEGGETT'S BARBER SHOP 546 DAWSON ST HATTIESBURG MS 39401-
LIC-01-21-020812	\$20.00	\$2.20	BLESSNS OF BEAUTY SALON 104 S 37TH AV STE 30 HATTIESBURG MS 39402
LIC-01-21-020813	\$20.00		T MICHAEL REED 612 N MAIN STREET HATTIESBURG MS 39401
LIC-01-21-020814	\$30.00		NAILS SQUARE 1000 TURTLE CREEK DR STE 325 HATTIESBURG MS 39402
LIC-01-21-020815	\$20.00		ACCENTS LLC 11 OFFICE PARK DRIVE STE 60 HATTIESBURG MS 39402-
LIC-01-21-020816	\$20.00		HMP NURSING SERVICES, INC. 124 WALNUT ST STE 5 HATTIESBURG MS 39401
LIC-01-21-020817	\$20.00		TOP NAILS 6096 HWY 98 W STE 3A HATTIESBURG MS 39402-
LIC-01-21-020818	\$20.00		THE SMALLWOOD LAW FIRM, P.A. 612 N MAIN STREET HATTIESBURG MS 39401
LIC-01-21-020819	\$30.00		BOURNE BROS. PRINTING CO. INC. 5276 HIGHWAY 42 BYPASS HATTIESBURG MS 39401-
LIC-01-21-020820	\$20.00		THRASH DEVELOPMENT 19 WOODSTONE PLAZA HATTIESBURG MS 39402-

LIC-01-21-020821	\$20.00		VFP FIRE SYSTEMS, INC. 6161-F RANGELINE RD THEODORE AL 36582-
LIC-01-21-020822	\$20.00		B.C.'S HEATING & COOLING 466 ST PAUL ROAD SANDY HOOK MS 39478
LIC-01-21-020825	\$36.00	\$5.04	REGIONS BANK 1491 BROADWAY DR HATTIESBURG MS
LIC-01-21-020826	\$20.00		WELLS FARGO CLEARING SERVICES LLC 6093 US HWY 98 HATTIESBURG MS 39402
LIC-01-21-020828	\$30.00		BLOCK & BRICK MASONRY INC 110 MARTIN LUTHER KING AVENUE HATTIESBURG MS 39401-
LIC-01-21-020832	\$20.00	\$3.00	JAZZY STYLES 1803 LOUISE STREET HATTIESBURG MS 39401
LIC-01-21-020834	\$20.00		BIJOU HAIR BRADING 1000 S 17TH AVENUE STE 5 HATTIESBURG MS 39401-
LIC-01-21-020836	\$30.00		HIBACHI EXPRESS 3205 HARDY ST STE 20 HATTIESBURG MS 39401
LIC-01-21-020837	\$20.00		MACS CONSULTANT SVCS 816 ARNOLD STREET HATTIESBURG MS 39403
LIC-01-21-020838	\$20.00	\$2.20	GREEN ENTERPRISES 808 HILLENDALE DRIVE HATTIESBURG MS 39402-
LIC-01-21-020839	\$20.00		CENTRAL FINANCIAL SERVICES 6333 HWY 49 SUITE 60 HATTIESBURG MS 39401
LIC-01-21-020840	\$30.00		REEVES ENGINEERING & CONSTRUCTION, LLC 200 GROVE PARK LN STE 680 DOTHAN AL 36305
LIC-01-21-020841	\$30.00		JANI-KING OF SOUTHEAST MISSISSIPPI 300 NE I 55 SERVICE RD PONCHATOULA LA 70454
LIC-01-21-020844	\$93.00		NEWPOINTE PHARMACY 6555 HWY 98 W STE 6 HATTIESBURG MS 39402-
LIC-01-21-020850	\$20.00	\$4.20	HOLLYWOOD DEZIGNS 149 W 5TH STREET HATTIESBURG MS 39401-
LIC-01-21-020851	\$40.00		STREET KING 709 BROADWAY DRIVE HATTIESBURG MS 39401
LIC-01-21-020852	\$20.00		CELLULAR SALES 9040 EXECUTIVE PARK DR TAX DEPT KNOXVILLE TN 37923
LIC-01-21-020854	\$20.00		PROVISION LIVING AT HATTIESBURG 1630 DES PERES ROAD 310 ST LOUIS MO 631310000
LIC-01-21-020856	\$20.00		EDWARD MILLER FILMS, LLC 3700 MABLE ST HATTIESBURG MS 39401

LIC-01-21-020857	\$20.00	THE GALLERY 3418 HARDY STREET 150 HATTIESBURG MS 39402
LIC-01-21-020858	\$20.00	PRIDE TAX SERVICES 2627 LINCOLN RD HATTIESBURG MS 39401
LIC-01-21-020859	\$20.00	SOUTHERN OAKS HOUSE AND GARDEN 1246 RICHBURG ROAD HATTIESBURG MS 394020000
LIC-01-21-020860	\$30.00	JODY'S BAKERY 6058 HIGHWAY 49 S HATTIESBURG MS 39401-
LIC-01-21-020863	\$20.00	FAMILY CHOICE FINANCIAL 2902 HARDY ST STE 30 HATTIESBURG MS 39401
LIC-01-21-020864	\$20.00	VETERINARY ASSOCIATES OF HATTIESBURPLLC 1907 BROADWAY DRIVE HATTIESBURG MS 39402
LIC-01-21-020865	\$30.00	AAMCO TRANSMISSIONS 2101 W PINE STREET HATTIESBURG MS 394010000
LIC-01-21-020866	\$20.00	LITTLES CONSTRUCTION 35 LEGGETT RD MOSELLE MS 39459
LIC-01-21-020873	\$45.00	BO'S TOWING SERVICE 5242 HIGHWAY 42 BYPASS HATTIESBURG MS
LIC-01-21-020874	\$20.00	BELL AUTO SALES INC. 5244 HIGHWAY 42 BYPASS HATTIESBURG MS 39401
LIC-01-21-020875	\$10.00	BELL AUTO SALES INC. PO BOX 16911 HATTIESBURG MS 394046911
LIC-01-21-020879	\$20.00	TJ INC DBA BEAUTY LAND 710 BARTUR ST HATTIESBURG MS 39401
LIC-01-21-020880	\$20.00	PEPPER'S PARTIES, TOO! 124 GRAND DR STE 1030 HATTIESBURG MS 39402
LIC-06-20-018844	\$20.00	\$2.20 CHICK-FIL A, JNL LEADERSHIP, LLC 1000 TURTLE CREEK MALL STE 270 HATTIESBURG MS 39402-
132	\$8,831.00	\$84.48

Total Collection for January

New Licenses	\$1,330.00
Renewed Licenses	\$8,831.00
Penalties	\$84.48
Grand Total	\$10,245.48



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc: Cecilia Jones
Date: Tuesday, February 16, 2021
Re: Acknowledge Proof of Publications for the month of January 2021.
File Number: 2021-89
Minute Book #

Summary

Acknowledge Proof of Publications for the month of January 2021.

Recommendation Statement

Acknowledge acceptance of Proof of Publications for the month of January 2021.

Please place this on the February 16, 2021 City Council meeting for consideration.

HUB CITY SPOKES

A PUBLISHING COMPANY

NEWSPAPERS | MAGAZINES | DIGITAL

525 N. Main St. Suite C - Hattiesburg, MS

Mailing: P.O. Box 1110 - Hattiesburg, MS 39403

Bill To:

City of Hattiesburg

ATTN: Cecilia Jones

P.O. Box 1898

Hattiesburg, MS 39403-1898

Month Ending

Invoice #

1/29/2021

97268

SIGNATURE
MAGAZINE



THE PineBeltNEWS

ATTENTION: We have a new address for submitting payments.

**Beginning immediately, please remit payments to:
HubCitySPOKES: P.O. Box 1110 - Hattiesburg, MS 39403-1110**

Due Date

P.O. No.

2/10/2021

Sales Rep

Tearsheets

H

Date	Description	Size of Ad	Total Inches	Rate	Publication	Amount
1/7/2021	Legal Notices - Motorcycle 2021	279 words		61.38		61.38
1/7/2021	Proof of Publication Fee			3.00		3.00
1/14/2021	Legal Notices - Public Notice BOA Feb	498 words		59.76		59.76
1/14/2021	Proof of Publication Fee			3.00		3.00
1/14/2021	Legal Notices - Public Notice HPC Feb	605 words		72.60		72.60
1/14/2021	Proof of Publication Fee			3.00		3.00
1/14/2021	Legal Notices - FPHL	247 words		29.64		29.64
1/14/2021	Proof of Publication Fee			3.00		3.00
1/14/2021	Legal Notices - UPWP	245 words		29.40		29.40
1/14/2021	Proof of Publication Fee			3.00		3.00
1/21/2021	Legal Notices - Ordinance 3283	281 words		33.72		33.72
1/21/2021	Proof of Publication Fee			3.00		3.00
1/21/2021	Legal Notices - Ordinance 3284	309 words		37.08		37.08
1/21/2021	Proof of Publication Fee			3.00		3.00
1/28/2021	Legal Notices - QEC Notice to Bidders	249 words		54.78		54.78
1/28/2021	Proof of Publication Fee			3.00		3.00
1/28/2021	Legal Notices - Resolution No. 2021-2	355 words		42.60		42.60
1/28/2021	Proof of Publication Fee			3.00		3.00
1/28/2021	Legal Notices - Ordinance 3285	304 words		36.48		36.48
1/28/2021	Proof of Publication Fee			3.00		3.00
1/28/2021	Legal Notices - Ordinance 3286	261 words		31.32		31.32
1/28/2021	Proof of Publication Fee			3.00		3.00

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Total

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Outstanding balances will incur a 1.5% service charge monthly, calculated from due date of invoice.

Hattiesburg Publishing, Inc.

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 person, representing The PineBelt NEWS, a weekly newspapers 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 newspapers as follows:

Total # of Words: 279 Published 2 times
Date 1st Published: Dec 31 Amt: 33.48
Date 2nd Published: Jan 7 Amt: 27.90
Date 3rd Published: _____ Amt: _____
Date 4th Published: _____ Amt: _____
Date 5th Published: _____ Amt: _____
Subtotal Printer's Fee: 61.38
Proof of Publication Fee: 3.00
TOTAL: 64.38

(signed) Christina Preece
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this _____ day of January, 2021, 2020, a Notary Public in and for the County of Forrest, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: City of Hattiesburg - Motorcycle
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive proposals in the following manner:

Proposals will be accepted until 10:00a.m. On Thursday, January 21, 2021, by electronic bid submission or in sealed envelopes at the Office of the City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. 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 28, 2021 at 10:00 a.m. 10 Motorcycles for Hattiesburg Police Department on a 12-month lease.

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

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 22nd day of December, 2020.
CITY OF HATTIESBURG, MISSISSIPPI

BY: /s/Kermas Eaton
CITY CLERK

Published December 31, 2020,
January 7, 2021

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(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 person, representing The PineBelt NEWS, a weekly newspapers 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 newspapers as follows:

Total # of Words: 498 Published 1 times

Date 1st Published: Jan 14 Amt: 59.76

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 59.76

Proof of Publication Fee: 3.00

TOTAL: 62.76

(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 14th
day of January, 2021, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - Public Notice BOA Feb
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Adam Caracci, Representative, and Robert Daigreppont, Jr., Owner, as required in the Land Development Code, Ord. No. 3209, to request a variance from Section 10, Table 10.6-2 "Additional Criteria" for Wall Signs, "For B-3-3 per structure/unit" and instead allow for six (6) wall signs, for a variance of three (3) signs for proposed signage to be located at 3703 Hardy Street (Parcel 2-028L-07-162.00, PPIN 23222, Ward 1). Said property being more particularly described as follows, to-wit:

RECORD DESCRIPTION DEED
BOOK 2188, PAGE 582-587,
RECORDED 08/01/2018, & DEED
BOOK 1008, PAGE 771-772

PARCEL ONE

PART OF BLOCK 25 AND PART OF VACATED NORTH 37th AVENUE LOCATED IN PINE CREST SECOND SURVEY, HATTIESBURG, FORREST COUNTY, MISSISSIPPI, ACCORDING TO THE MAP OR PLAT THEREOF WHICH IS ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI, IN PLAT BOOK 5 AT PAGE 19 THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A FOUND CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF LOT 6 OF SAID BLOCK 25 AND RUN N 89°45'40" W ALONG THE NORTH RIGHT-OF-WAY LINE OF HARDY STREET (A PUBLIC STREET), (80 FEET RIGHT-OF-WAY), FOR A DISTANCE OF 25.33 FEET (ACTUAL), (25 FEET, RECORD) TO THE CENTERLINE OF VACATED NORTH 37th AVENUE; THENCE N 00°12'36" W ALONG THE SAID CENTERLINE OF VACATED NORTH 37th AVENUE FOR 320.58 FEET TO A SET IRON PIN; THENCE S 89°32'28" E FOR 25.33 FEET (ACTUAL), 25.00 (FEET RECORD) TO AN "X" MARK ON TOP OF CURB AT THE NORTHWEST CORNER OF LOT 9 OF SAID BLOCK 25; THENCE CONTINUE S 89°32'28" E ALONG THE NORTH LINE OF SAID LOT 9, FOR 100.68 FEET TO AN "X" MARK ON TOP OF CURB; THENCE S 00°12'36" E FOR 119.55 FEET TO A POINT; THENCE S 89°32'28" E FOR 49 FEET TO A POINT; THENCE S 00°12'36" E FOR 200 FEET TO AN "X" MARK IN CONCRETE PAVEMENT IN THE NORTH RIGHT-OF-WAY LINE OF HARDY STREET (A PUBLIC STREET), (80 FEET RIGHT-OF-WAY); THENCE N 89°53'49" W ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF HARDY STREET AND ALONG THE SOUTH LINE OF LOTS 4, 5, AND 6 OF BLOCK 25 OF SAID PINE CREST SECOND SURVEY FOR 149.67 FEET TO THE POINT OF BEGINNING; SAID PROPERTY CONTAINING 50,158 SQUARE FEET OR 1.15 ACRES, MORE OR LESS.

A PUBLIC HEARING
above described
3:30 p.m.
2021.



Hattiesburg Publishing, Inc.

525 North Main Street, Suite C • Hattiesburg, MS 39403
(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 person, representing The PineBelt NEWS, a weekly newspapers 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 newspapers as follows:

Total # of Words: 605 Published 1 times

Date 1st Published: Jan 14 Amt: 72.60

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 72.60

Proof of Publication Fee: 3.00

TOTAL: 75.60

(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 14th
day of January, 2021, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

PUBLIC HEARING

NOTICE is hereby given that a petition has been filed by Ronald Blackwell, Engineer, and Bennet V. York, Owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning

classification for a portion of a property located at 156 Cross Creek Parkway (Parcel 051M-11-011.000, PPIN 7622, Ward 3) from Section 4.5.12, B-5 (Regional Business) District to Section 4.5.7, R-3 (Multi-Family Residential) District. Said property being more particularly described as follows, to-wit:

A parcel of land being located in the NW ¼ of the NW ¼ and the NE ¼ of the NW ¼ of Section 11, Township 4 North, Range 14 West, City of Hattiesburg, Lamar County, Mississippi and being more particularly described as follows:

Commencing at the northwest corner of NW ¼ of the NW ¼ of said Section 11, thence run South 89 degrees 43 minutes 09 seconds East along the north line of said Section for a distance of 641.94 feet to the east right-of-way line of Cross Creek Parkway to and for the Point of Beginning; thence continue South 89 degrees 43 minutes 09 seconds East along the north line of said Section 11 for a distance of 642.22 feet to the northeast corner of said NW ¼ of NW ¼; thence continue along the north line of said Section 11 South 89 degrees 42 minutes 46 seconds East for a distance of 1382.19 feet to the northeast corner of the NE ¼ of the NW ¼ of said Section 11; thence run South 00 degrees 03 minutes 19 seconds East along the east line of said NE ¼ of NW ¼ for a distance of 453.28 feet to the north line of Resubdivision of Commercial Mall Complex, Second Filing; thence run along the north line of said mall property South 89 degrees 57 minutes 53 seconds West for a distance of 1493.85 feet; thence run South 00 degrees 42 minutes 10 seconds East along the west line of said mall property for a distance of 232.39 feet to the center of Mixons Creek; thence run along the center of Mixons Creek the following calls:

North 78 degrees 40 minutes 58 seconds West for a distance of 15.39 feet; thence South 71 degrees 57 minutes 34

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - Public Notice HPC Feb
- ☐ Invoice #: _____
- ☐ Inv. Cr/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(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 person, representing The PineBelt NEWS, a weekly newspapers 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 newspapers as follows:

Total # of Words: 247 Published 1 times

Date 1st Published: Jan 14 Amt: 29.64

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 29.64

Proof of Publication Fee: 3.00

TOTAL: 32.64

(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 14th
day of January, 2021, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH- FPHL
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



PUBLIC NOTICE

Hattiesburg-Petal-Forrest-Lamar
Metropolitan Planning Organization
HPFL-MPO Meeting Dates for

2020-2021

HPFL-MPO Meetings
HPFL-MPO Technical Committee meetings are scheduled for the 2nd Wednesday of each quarter, and HPFL-MPO Policy Committee meetings are scheduled for the 4th Wednesday of each quarter, with some exceptions. All meetings are held at the Hattiesburg Intermodal Facility located at 308 Newman Street, Hattiesburg MS at 10 a.m.

Public Participation
Public participation in the transportation process is encouraged. All meetings of the Policy and Technical committee meetings are open to the public. Members of the public may request time on the agenda of the HPFL-MPO committees to comment on specific subjects of interest to the representatives. A minimum of two weeks advance notice should be given for requested agenda time. Agendas for regular meetings also include time for general public comments. Virtual attendance by phone or computer may also be arranged by contacting the MPO office at 601.545.6259 at least one day in advance of the meeting.

MPO 2020-2021 MEETING DATES

OCTOBER 14, 2020
Technical Committee
OCTOBER 21, 2020
Policy Committee
JANUARY 13, 2021
Technical Committee
JANUARY 27, 2021
Policy Committee
APRIL 14, 2021
Technical Committee
APRIL 28, 2021
Policy Committee
JULY 14, 2021
Technical Committee
JULY 28, 2021
Policy Committee

OCTOBER 13, 2021
Technical Committee
OCTOBER 27, 2021
Policy Committee

Anyone who may require auxiliary aids or special accommodations to participate should advise the HPFL-MPO at least 10 business days in advance by calling 601.554.1008 or emailing aesters@hattiesburgms.com.

Published January 14, 2021

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(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 person, representing The PineBelt NEWS, a weekly newspapers 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 newspapers as follows:

Total # of Words: 245 Published 1 times

Date 1st Published: Jan 14 Amt: 29.40

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 29.40

Proof of Publication Fee: 3.00

TOTAL: 32.40

(signed) Christina Pince
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 14th
day of January, 2021, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - UPWP
- ☐ Invoice #: _____
- ☐ Inv. Cr/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC NOTICE

Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization
Proposed Amendments to the Unified Planning Work Program 2021-2022
The Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization (HPFL-MPO) gives notice of a proposed amendment to the Unified Planning Work Program (UPWP) 2021-2022 for

additional planning and support of public transportation (Hub City Transit).

The proposed amendments will be available for review at www.hattiesburgms.com/mpo. A hard copy of the documents can be requested by contacting the MPO office at 601.554.1008.

The HPFL-MPO Policy Committee will consider this proposed amendment during the regular Policy Committee meeting on January 27, 2021 at 10 a.m. in the Hattiesburg Intermodal Facility located at 308 Newman Street, Hattiesburg MS.

Public participation in the transportation process is encouraged. All meetings of the Policy Committee are open to the public. Members of the public may request time on the agenda of the HPFL-MPO Policy Committee to comment on this proposed amendment. The deadline to request time on the agenda for the upcoming Policy Committee meeting is Monday, January 25, 2021. Agendas for regular meetings also include time for general public comments. Virtual attendance by phone or computer may also be arranged by contacting the MPO office at 601.545.6259 at least one day in advance of the meeting.

Anyone who may require auxiliary aids or special accommodations to attend this meeting should advise the HPFL-MPO at least 5 business days in advance by calling 601.554.1008 or emailing aesters@hattiesburgms.com.

Written comments regarding this matter should be emailed to mpo@hattiesburgms.com

Published January 14, 2021



Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(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 person, representing The PineBelt NEWS, a weekly newspapers 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 newspapers as follows:

Total # of Words: 281 Published 1 times

Date 1st Published: Jan 21 Amt: 33.72

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 33.72

Proof of Publication Fee: 3.00

TOTAL: 36.72

(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11th
day of February, 2021, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - Ordinance 3283
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ 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. 3283, duly adopted and approved by the City Council of the City of Hattiesburg on December 22, 2020. 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:

ORDINANCE NO. 3283
AN ORDINANCE AMENDING
CHAPTER 3 OF THE CODE OF ORDINANCES WHICH REGULATES ALCOHOLIC BEVERAGES AND TABACCO IN THE CITY OF HATTIESBURG; TO AMEND ORDINANCE NUMBER 3265, ADOPTED NOVEMBER 5, 2019, SECTION 1 (D) DEFINITIONS;

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

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 George, seconded by Council Vice President Dryden and was adopted by the following roll call votes, to wit:

Yeas:

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

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 22nd day of December, 2020.

(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 22nd day of December, 2020.

ATTEST: /s/ Kemas Eaton,
City Clerk

APPROVED: /s/ Toby Barker,
Mayor
Published January 21, 2021

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C • Hattiesburg, MS 39403
(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 person, representing The PineBelt NEWS, a weekly newspapers 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 newspapers as follows:

Total # of Words: 309 Published 1 times

Date 1st Published: Jan 21 Amt: 37.08

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 37.08

Proof of Publication Fee: 3.00

TOTAL: 40.08

(signed) Kristina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 21st
day of January, 2021, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - Ordinance 3284
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ 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. 3284, duly adopted and approved by the City Council of the City of Hattiesburg on December 22, 2020. 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:

ORDINANCE NO. 3284
CITY OF HATTIESBURG,
MISSISSIPPI

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 236 MOBILE STREET (PARCEL 2-029J-10-290.00, PPIN 15690, WARD 4) FROM SECTION 4.5.12, B-5 (REGIONAL BUSINESS) DISTRICT TO SECTION 4.5.11, B-4 (DOWNTOWN BUSINESS) DISTRICT.

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

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 George, seconded by Council Vice President Dryden and was adopted by the following roll call votes, to wit:

Yeas: George, Delgado, Carroll, Dryden and Brown

Absent: None

Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 22nd day of December, 2020.

(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 22nd day of December, 2020.

ATTEST: /s/ Kermas Eaton, City Clerk

APPROVED: /s/ Toby Barker, Mayor
Published January 21, 2021

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(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 person, representing The PineBelt NEWS, a weekly newspapers 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 newspapers as follows:

Total # of Words: 249 Published 2 times

Date 1st Published: Jan 21 Amt: 29.88

Date 2nd Published: Jan 28 Amt: 24.90

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 54.78

Proof of Publication Fee: 3.00

TOTAL: 57.78

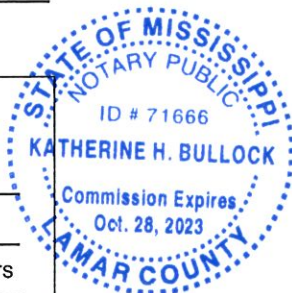
(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11th
day of February, 2021, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - QEC Notice to Bidders
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



NOTICE TO BIDDERS

NOTICE is hereby given that the City of Hattiesburg, Mississippi will receive Statements of Qualifications until 10:00 A.M., Thursday, February 4, 2021, in the City Clerk's Office in the City Hall for the following:

Qualified Eligible Contractors for the purposes of housing rehabilitation, housing repair, housing reconstruction and related activities as needed for a period ending December 31, 2023 for the Department of Urban Development - Community Development Division.

The above shall be delivered as per detailed specifications on file in the Office of the Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request. Technical assistance is available to all interested parties by calling (601) 545-4558.

Each PROPOSAL must be received in a sealed envelope which is marked in the lower left-hand corner with the words "Request for Qualifications - Qualified Eligible Contractors" and the DATE OF BID OPENING ("February 4, 2021").

The purpose of this solicitation is to establish a list of Qualified Eligible Contractors for participation in the City's CDBG and HOME programs. Respondents meeting the established criteria will be placed on a list of QECs in accordance with the City's Housing Rehabilitation/Reconstruction, and Housing Repair Grants Manual. Notwithstanding, the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 19th day of January 2021.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: /s/Kermas Eaton CITY CLERK
(SEAL)

Toby Barker, Mayor
Published January 21, 28, 2021

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(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 person, representing The PineBelt NEWS, a weekly newspapers 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 newspapers as follows:

Total # of Words: 355 Published 1 times

Date 1st Published: Jan 28 Amt: 42.60

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 42.60

Proof of Publication Fee: 3.00

TOTAL: 45.60

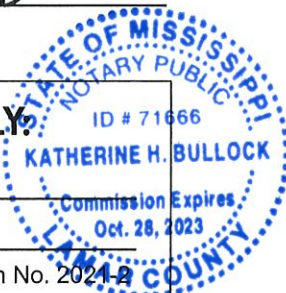
(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 28th
day of January, 2021, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - Resolution No. 2021-2
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____



CITY OF HATTIESBURG

Notice of Adoption of Resolution
Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 2021-2, duly adopted and approved by the City Council of the City of Hattiesburg on January 19, 2021. A complete copy of the Resolution 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.

Section 1. That the following budget amendments are hereby authorized to be made in the City's General Fund General Fund Police Capital Outlay Unappropriated Fund Balance:

Original Balance: \$0; Cumulative Amendments: \$573,000; Amended Budget: \$573,000; Adjust budget for purchase of police cars.

Section 2. That the following budget amendments are hereby authorized to be made in the City's General Fund Public Services Other Services & Charges Unappropriated Fund Balance:

Original Balance: \$4,881,699; Cumulative Amendments: \$922,524; Amended Budget: \$5,479,223; Adjust budget for paving projects not completed in FY 2020 and speed tables.

Section 3. That the following budget amendments are hereby authorized to be made in the City's General Supplemental Environmental Project Fund Other Services & Charges Unappropriated Fund Balance:

Original Balance: \$0; Cumulative Amendments: \$50,000; Amended Budget: \$50,000; Adjust budget for

sewer and stormwater repairs.

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

HATTIESBURG:

This notice constitutes compliance with Section 21-35-25 of the Mississippi Code Annotated (1972) as amended.

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 roll call votes, to wit:

Yeas: George, Delgado, Carroll, Dryden, Brown

Absent: None

Nays: None

WHEREUPON the President declared the motion carried and the Resolution adopted, this the 19th day of January, 2021.

(SEAL:) ATTEST: /s/ Ronda S.

Cole, Clerk of Council

ADOPT: /s/ Carter Carroll,

President

The above and foregoing Resolution, having been submitted and approved by the Mayor, this the 19th day of January, 2021.

ATTEST: /s/ Kemas Eaton,

City Clerk

APPROVED: /s/ Toby Barker,

Mayor

Published January 28, 2021

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(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 person, representing The PineBelt NEWS, a weekly newspapers 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 newspapers as follows:

Total # of Words: 304 Published 1 times

Date 1st Published: Jan 28 Amt: 36.48

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 36.48

Proof of Publication Fee: 3.00

TOTAL: 39.48

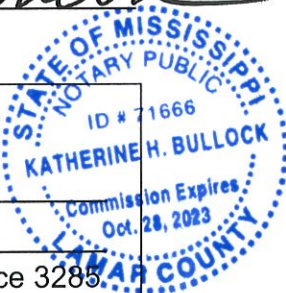
(signed) Christina Purice
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 28th
day of January, 2021, a Notary Public in
and for the County of Lamar, State of Mississippi

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - Ordinance 3285
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ 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. 3285, duly adopted and approved by the City Council of the City of Hattiesburg on January 19, 2021. 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:

ORDINANCE NO. 3285

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING DISTRICT MAP, ADOPTED AS PART OF THE LAND DEVELOPMENT CODE ORDINANCE NO. 3209, AS AMENDED, OF THE CITY OF HATTIESBURG, MISSISSIPPI FOR A CERTAIN PROPERTY LOCATED AT 806 W 7TH STREET (PARCEL 2-029E-04-078.00, PPIN 23500, WARD 2) FROM SECTION 4.5.5, R-1C (SINGLE-FAMILY RESIDENTIAL) DISTRICT TO SECTION 4.5.9, B-2 (NEIGHBORHOOD BUSINESS) DISTRICT.

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

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 Brown and was adopted by the following roll call votes, to wit:

Yeas: George, Delgado, Carroll, Dryden and Brown

Absent: None

Nays: None

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 19th day of January, 2021.

(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 19th day of January, 2021.

ATTEST: /s/ Kemas Eaton, City Clerk

APPROVED: /s/ Toby Barker, Mayor

Published January 28, 2021

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(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 person, representing The PineBelt NEWS, a weekly newspapers 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 newspapers as follows:

Total # of Words: 261 Published 1 times

Date 1st Published: Jan 28 Amt: 31.32

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Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

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TOTAL: 34.32

(signed) Christina Price
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 28th
day of January, 2021, a Notary Public in
and for the County of Lamar, State of Mississippi:

(signed) Katherine H. Bullock

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH - Ordinance 3286
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ 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. 3286, duly adopted and approved by the City Council of the City of Hattiesburg on January 19, 2021. 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:
ORDINANCE NO. 3286
ORDINANCE OF THE CITY COUNCIL OF HATTIESBURG, MISSISSIPPI
ESTABLISHING AND REGULATING
MOBILE FOOD

VENDING UNITS IN HATTIESBURG
BE IT ORDAINED BY THE MAYOR
AND COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:

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 Brown and was adopted by the following roll call votes, to wit:

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

WHEREUPON the President declared the motion carried and the Ordinance adopted, this the 19th day of January, 2021.

(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 19th day of January, 2021.

ATTEST: /s/ Kemas Eaton, City Clerk

APPROVED: /s/ Toby Barker, Mayor
Published January 28, 2021



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, February 16, 2021

Re: Acknowledge receipt of a fully executed warranty deed for a portion of Tax Parcel No. 2-037D-14-128.00 (PPIN 022074) for the Hall Avenue Improvements Project East.
File Number: 2021-93
Minute Book #

Summary

Acknowledge receipt of a fully executed warranty deed for a portion of Tax Parcel No. 2-037D-14-128.00 (PPIN 022074) for the Hall Avenue Improvements Project East.

Recommendation Statement

I recommend approval of this item.

Please place this on the February 16, 2021 City Council meeting for consideration.

Prepared by:

City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4540

Return to:

City of Hattiesburg
Engineering Department
Post Office Box 1898
Hattiesburg MS 39403-1898
(601) 545-4540

INDEXING INSTRUCTIONS:

**A parcel of land being part of Lot 12 of Block 5
of McInnis, Mitchell & Longre Subdivision, City
of Hattiesburg, Forrest County, Mississippi**

**STATE OF MISSISSIPPI
COUNTY OF FORREST**

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars, (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, that I,

**L. D. MICHAEL BETHLEY
50 Ed Fairley Road
Petal, Mississippi 39465
Telephone (601) 543-3647**

Grantor, does hereby grant, bargain, sell, convey and warrant unto the

**CITY OF HATTIESBURG, MISSISSIPPI
200 Forrest Street
Post Office Box 1898
Hattiesburg, MS 39403-1898
Telephone (601) 545-4540**

Grantee, the following described property lying and being situated in Hattiesburg, Forrest County, Mississippi, and more particularly described on Exhibit A attached hereto:

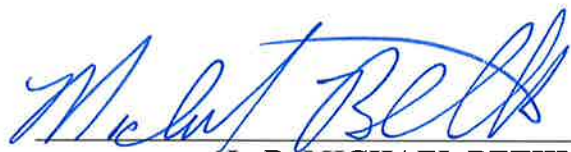
(SEE EXHIBIT "A")

Said property is not a part of the homestead of the grantor.

The Property is conveyed subject to all easements, roadways, servitudes, restrictive covenants and oil, gas and other mineral reservations, exceptions, conveyances, leases and other matters of record.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

WITNESS MY SIGNATURE on this **4th** day of **February, 2021**.



L. D. MICHAEL BETHLEY

**STATE OF MISSISSIPPI
COUNTY OF FORREST**

Personally appeared before me, the undersigned authority in and for the said county and state, on this **4th** day of **February, 2021**, within my jurisdiction, the within named, **L. D. MICHAEL BETHLEY**, who acknowledged that he executed the above and foregoing instrument.

My commission expires: 6/18/23





NOTARY PUBLIC

EXHIBIT "A"

LEGAL DESCRIPTION

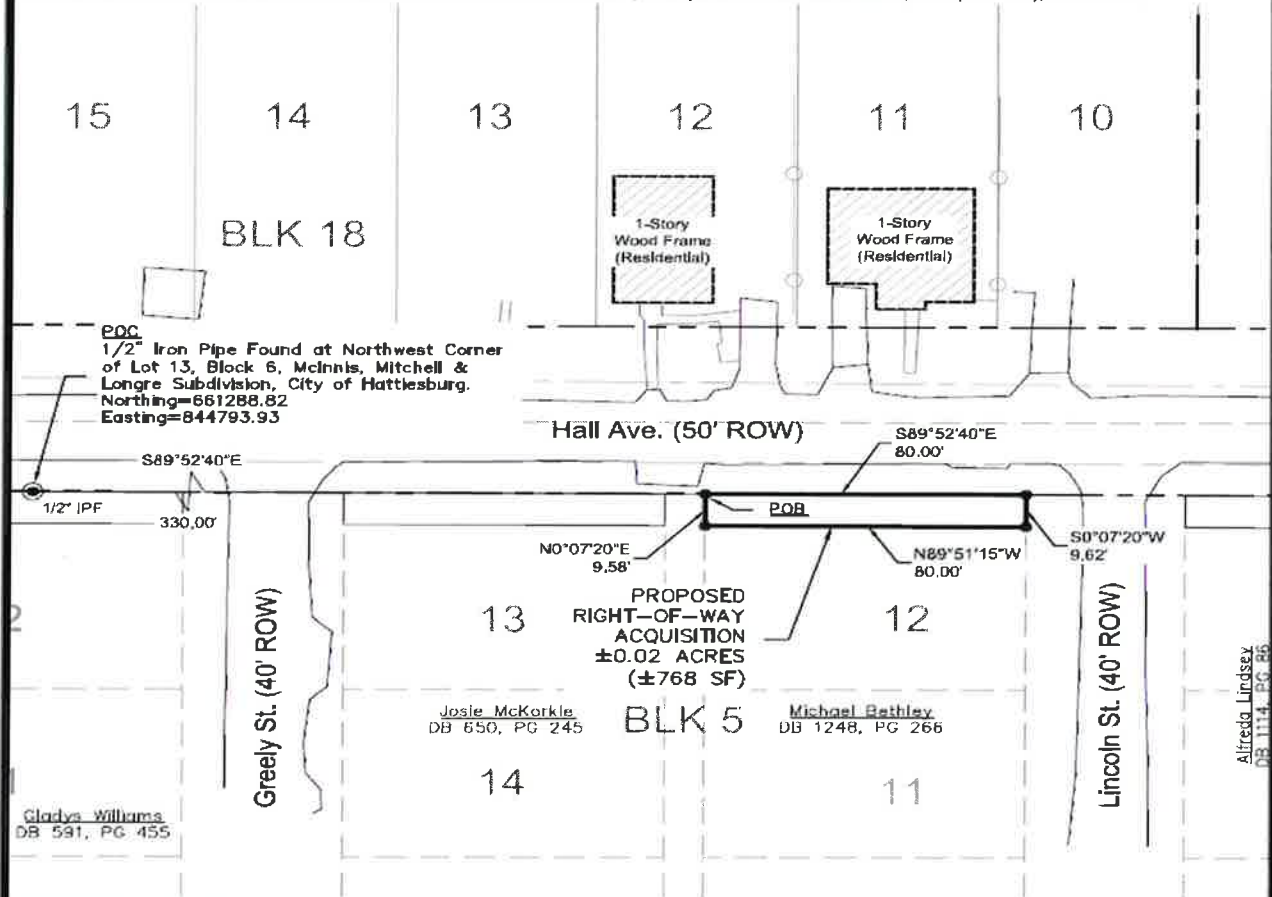
A parcel of land being part of Lot 12 of Block 5 of McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows:

Commencing at a found ½" iron pipe at the Northwest Corner of Lot 13 of Block 6 of said McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Mississippi; thence run and along the southern right-of-way boundary of Hall Avenue South 89 degrees 52 minutes 40 seconds East for a distance of 330.00 feet to Northwest Corner of said Lot 12 of Block 5, said point also being the POINT OF BEGINNING; thence continue and along said southern right-of-way boundary South 89 degrees 52 minutes 40 seconds East for a distance of 80.00 feet to Northeast Corner of said Lot 12 of Block 5; thence leaving said southern right-of-way boundary and along the western right-of-way boundary of Lincoln Street, run South 00 degrees 07 minutes 20 seconds West for a distance of 9.62 feet; thence leaving said western right-of-way boundary run, North 89 degrees 51 minutes 15 seconds West for a distance of 80.00 feet to a point on the western boundary of said Lot 12, Block 5; thence run and along said western boundary North 00 degrees 07 minutes 20 seconds East for a distance of 9.58 feet back to the POINT OF BEGINNING. Said parcel contains 0.02 acres (768 square feet), more or less.

Michael Bethley - +/-0.02 Ac.

LEGAL DESCRIPTION (Proposed Right-of-Way Acquisition)

A parcel of land being part of Lot 12 of Block 5 of McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of Chancery Clerk of Forrest County, Mississippi, being more particularly described as follows:
Commencing at a found 1/2" iron pipe at the Northwest Corner of Lot 13 of Block 6 of Said McInnis, Mitchell & Longre Subdivision, City of Hattiesburg, Mississippi; thence run and along the southern right-of-way boundary of Hall Avenue South 89 degrees 52 minutes 40 seconds East for a distance of 330.00 feet to Northwest Corner of said Lot 12 of Block 5, said point also being the Point of Beginning; thence continue and along said southern right-of-way boundary South 89 degrees 52 minutes 40 seconds East for a distance of 80.00 feet to Northeast Corner of said Lot 12 of Block 5; thence leaving said southern right-of-way boundary and along the western right-of-way boundary of Lincoln Street, run South 00 degrees 07 minutes 20 seconds West for a distance of 9.62 feet; thence leaving said western right-of-way boundary run, North 89 degrees 51 minutes 15 seconds West for a distance of 80.00 feet to a point on the western boundary of said Lot 12, Block 5; thence run and along said western boundary North 00 degrees 07 minutes 20 seconds East for a distance of 9.58 feet back to the POINT OF BEGINNING. Said parcel contains 0.02 acres (768 square feet), more or less.



NO TITLE REPORT PROVIDED



LEGEND:

BK
PG
CTP
MPF
IPF
POB
POC
UTL
MON

PROPOSED RIGHT-OF-WAY
BOOK
PAGE
FOUND CRIMP-TOP PIPE
FOUND METAL PIPE
FOUND IRON ROD
SET 1/2" IRON REBAR
POINT OF BEGINNING
POINT OF COMMENCEMENT
UTILITY POLE
MONUMENT FOUND

GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

NOTES:

1. Class "B" Survey.
2. No Additional Record Search for Easements was Conducted.
3. Date of Field Survey: Nov. 5, 2019.
4. Orientation is based on GPS observation, Grid North, as referenced to MS State Plane Coordinate System, East Zone.
5. Location of existing subdivision lines based upon monuments from on the interior of McInnis, Mitchell, & Longre Subdivision.

STATE PLANE DATA

State Plane Zone: MS East-2301
Datum: NAD 1983
Combined Factor: 0.99997228
Convergence Angle: -0° 13' 55.65"
Reference Point: Northwest Corner of Lot 13, Block 6

REFERENCE MATERIAL:

1. McInnis, Mitchell, & Longre Subdivision Plat in the City of Hattiesburg
2. Forrest County Tax Maps
3. Quitclaim Deed Bk 650, PG 245
4. Quitclaim Deed Bk 1248, PG 266



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

PREPARED FOR:



Right-of-Way Survey

Michael Bethley
PPIN: 22074

CCE NO.: 76242036

SCALE: 1" = 40'

DATE: 11/30/2019

CHECKED: RTB

DRAWN: JCR

SHEET 1 OF 1

Drawing Location: B:\76242036\dwg\PLAT5\76242036-PLAT5.dwg



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ginger Lowrey, Planning Administrator

cc: Andrew Ellard, Director

Date: Tuesday, February 16, 2021

Re: Acknowledge submission of the Community Rating System (CRS) annual recertification.
File Number: 2021-105
Minute Book #

Summary

Acknowledge submission of the Community Rating System (CRS) annual recertification

Recommendation Statement

Acknowledge submission of the Community Rating System (CRS) annual recertification

Please place this on the February 16, 2021 City Council meeting for consideration.

Community Hattiesburg, City of State MS CID 280053
(6-digit NFIP Community Identification Number)

CC-213 Recertification

Date February 1, 2021

Chief Executive Officer		CRS Coordinator	
Name	The Honorable Toby Barker		Ms. Ginger Lowrey
Title	Mayor		CRS Coordinator
Address	PO Box 1898 Hattiesburg, MS 39401		PO Box 1898 Hattiesburg, MS 39401
Phone number	(601) 545-4501		(601) 545-4599
E-mail address	mayor@hattiesburgms.com		glowrey@hattiesburgms.com

I hereby certify that The City of Hattiesburg [community name] is implementing the following activities on the attached pages as credited under the Community Rating System and described in our original application to the CRS and subsequent modifications.

I hereby certify that, to the best of my knowledge and belief, we are in full compliance with the minimum requirements of the NFIP and we understand that we must remain in full compliance with the minimum requirements of the NFIP. We understand that at any time we are not to be in full compliance, we will retrograde to a CRS Class 10.

I hereby certify that we will continue to maintain FEMA Elevation Certificates on all new buildings and substantial improvements constructed in the Special Flood Hazard Area following the date at which we joined the CRS.

I hereby certify that if there are one or more repetitive loss properties in our community that we must take certain actions that include reviewing and updating the list of repetitive loss properties, mapping repetitive loss areas, describing the cause of the losses, and sending an outreach project to those areas each year, and if we have fifty (50) or more unmitigated repetitive loss properties we must earn credit under Activity 510 (Floodplain Management Planning) for either a repetitive loss area analysis (RLAA) or a floodplain management plan (FMP).

I hereby certify that, to the best of my knowledge and belief, we are maintaining in force all flood insurance policies that have been required of us as a condition of federal financial assistance for insurable buildings owned by us and located in the Special Flood Hazard Area (SFHA) shown on our Flood Insurance Rate Map. I further understand that disaster assistance for any community-owned building located in the SFHA is reduced by the amount of National Flood Insurance Program (NFIP) flood insurance coverage (structure and contents) that a community should be carrying on the building, regardless of whether the community is carrying a policy.

Signature



(Chief Executive Officer)

CC-213-1

Community Hattiesburg, City of

State MS

CID 280053

(6-digit NFIP Community Identification Number)

CRS Program Data Table	A. In the SFHA	B. In a regulated floodplain outside the SFHA	C. In the rest of the community
1. Last report's number of buildings in the SFHA (bSF) (line 6, last report)	1663		
2. Number of new buildings constructed since last report	+ 1		84
3. Number of buildings removed/demolished since last report	- 16		
4. Number of buildings affected by map revisions since last report (+ or -)	0		
5. Number of buildings affected by corporate limits changes (+ or -)	0		
6. Current total number of buildings in the SFHA (bSF) (total lines 1-5)	1648		
7. Number of substantial improvement/damage projects since last report	0		
8. Number of repetitive loss properties mitigated since last report	0		0
9. Number of LOMRs and map revisions (not LOMAs) since last report	0		
10. Acreage of the SFHA (aSFHA) as of the last report (line 13, last report)	6948		
11. Acreage of area(s) affected by map revisions since last report (+ or -)	0		
12. Acreage of area(s) affected by corporate limits changes (+ or -)	0		
13. Current acreage of the SFHA (total lines 10-12)	6948		
14. Primary source for building data:	GIS & ENERGOV SOFTWARE		
15. Primary source for area data:	GIS		
16. Period covered:	1/1/2019 to 1/1/2021	Current FIRM date	3/2/10 + 3/18/16
If available, the following data would be useful:			
17. Number of new manufactured homes installed since last report	-		-
18. Number of other new 1-4 family buildings constructed since last report	0		76
19. Number of all other buildings constructed/installed since last report	1		8

Comments:

(Please note the number of the line to which the comment refers.)

#8 - Based on the most recent Repetitive Loss data available at the time of this report, which is from 2018, up-to-date RL list has been requested

Community Hattiesburg, City of State MS CID 280053
(6-digit NFIP Community Identification Number)

Instructions

At the first verification visit after the 2013 *CRS Coordinator's Manual* takes effect, **ONLY LINES 6 AND 13 NEED TO BE COMPLETED**. These lines form the baseline data about the number of buildings and area of the SFHA for when the table is completed as part of the next annual recertification. The "period covered" entered in line 16 is the date that lines 6 and 13 are first completed.

At all subsequent annual recertifications and cycle verification visits, the entire table is completed. The information in lines 6 and 13 from the last report is transferred to lines 1 and 10 in the next report.

Instructions for the Columns

Column A numbers are for the SFHA (the A and V Zones shown on the Flood Insurance Rate Map) (FIRM)). Use the FIRM currently in effect, not a draft or pending revision.

Column B is completed only if the community receives CRS credit for regulating floodplain development outside the SFHA under Activity 410 (Floodplain Mapping) or Activity 430 (Higher Regulatory Standards).

Column C numbers help relate what happens in the floodplain to what is happening in the rest of the community.

Enter "0" if there are no numbers to report for this period. Do not leave a cell blank. Do not fill in the shaded boxes.

Instructions for the Lines

Lines 1-7 deal with buildings.

- o Section 301.a of the *CRS Coordinator's Manual* defines what constitutes a "building" and lists examples of structures that are not counted as "buildings" by the CRS.
- o Section 302.a of the *CRS Coordinator's Manual* describes how the CRS counts buildings. For example, accessory structures are not counted.
- o As noted in Section 302.a, to determine building counts, communities may use any method that yields reasonably good estimates of the number of buildings. Examples of acceptable methods are listed in Section 302.a. Precision is less important for large numbers. For example, the impact of the numbers will not change much if there are 10,000 buildings or 10,100 buildings.
- o If a building is out of the SFHA, but in a parcel that is partly in the SFHA, it is not counted in column A --In the SFHA.
- o In line 14, note how the building counts were obtained or estimated. Use the comments area, if needed.

Line 4 refers to map revisions. These include physical map revisions, Letters of Map Revision (LOMR), and Letters of Map Amendment (LOMA). If a building is removed from the SFHA by FEMA through a LOMA, but the community still administers its floodplain management regulations on the property, the building should not be included in the line 4 count in column A --In the SFHA. However, communities that still regulate areas removed by LOMAs can receive credit under Activities 410 or 430. If the community is receiving such credit, the building should be counted under column B --In a regulated floodplain outside the SFHA.

Line 7 is for the total number of buildings that were substantially improved plus the number of buildings that were substantially damaged during the period covered.

Lines 10 -13 deal with areas.

- o These areas are based on the areas shown on the community's FIRM including LOMRs or LOMAs. Section 403.b discusses those portions of the SFHA that are subtracted from the area of the SFHA to calculate the community's aSFHA used in credit calculations.
- o Section 403.e of the *CRS Coordinator's Manual* discusses calculating areas for CRS purposes.
- o Section 403.e notes that communities "should not spend an inordinate amount of time measuring areas." As with buildings, communities may use any method that yields reasonably good estimates. Examples of acceptable approaches are listed in Section 403.e.
- o Line 13 asks for the current acreage of the SFHA. The best source for this number is a GIS layer that shows the SFHA. If the community does not have GIS, the county, regional agency, or state NFIP mapping office may have SFHA layers and may be able to provide the data. If the community has a relatively recent FIRM, the study contractor or consulting engineer may have the data.
- o In line 15, note how the area calculations were obtained or estimated. Use the comments area, if needed.

Lines 17 -19 are voluntary, if the numbers are readily available.

- o Line 17 includes replacing an existing manufactured home with a new one. The newly placed manufactured home is counted as a new, post-FIRM, building.
- o The total of lines 17 -19 should equal the value entered in line 2.

CC-213-3

Community Hattiesburg, City of State MS CID 280053
County Forrest, Lamar

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

Your community has been verified as receiving CRS credit for the following Activities.

- If your community is still implementing these activities the CRS coordinator is required to put his or her initials in the blank (do not use a checkmark or an "X") and **attach** the appropriate items. A blank with no initials indicates you are not implementing that Activity anymore and will result in loss of points (and possible CRS Class).
- If the word "**attached**" is used, you must provide the requested documentation for that Activity. If no documentation has been acquired for that Activity, please explain why there is no documentation from the past year.

GML 310 EC: We are maintaining Elevation Certificates, Floodproofing Certificates, Basement Floodproofing Certificates, V Zone design certificates and engineered opening certificates on all new construction and substantially improved buildings in our Special Flood Hazard Area (SFHA) and make copies of all Certificates available at our present office location. *Initial here if you have had no new construction or substantial improvement in the SFHA in the last year.*

GML 310 EC: **Attached is the permit list for only new or substantially improved structures in the SFHA that have been completed in the last year.** We have permitted 4 new building and substantial improvements in the SFHA during this reporting period.

GML 310 EC: **Attached are all the Certificates for new or substantially improved structures that have been completed during this reporting period that are included on the above permit list.** (Note: The total number of Elevation and Floodproofing certificates should match the number of permits issued and completed within the reporting period defined above. All permits issued for new construction or substantial improvement within the V zone should have both an Elevation Certificate and a V Zone Certificate, and all buildings with basements within the basement exemption communities should have both an Elevation Certificate and a Basement Floodproofing Certificate).

GML 320 MI 1: We are providing basic flood information to inquirers.

GML 320 MI: **Attached is a copy of the publicity for the credited elements of this service this year.**

GML 320 MI: **Attached is a copy of one page of the log, a letter, or other record that we kept on this service this year.**

GML 320 MI: We are continuing to keep our FIRM updated and maintain old copies of our FIRM.

Community Hattiesburg, City of State MS CID 280053
County Forrest, Lamar

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

GML 330 OP: We continue to conduct or provide all credited outreach projects.

GML 340 ODR: People looking to purchase flood prone property are being advised of the flood hazard through our credited hazard disclosure measures.

GML 350 LIB/LPD: Our public library continues to maintain flood protection materials.

GML 350 WEB: We continue to conduct an annual review and update of the information and links in our flood protection website.

GML 360 PPA: We continue to provide flood protection advice to inquirers.

GML 360 PPV: We continue to provide on-site flood protection assistance to inquirers.

GML 360 PPA/PPV: **Attached is a copy of one page of the log, up to three letters, or other records that we kept on this service this year.**

GML 360 PPA/PPV: **Attached is a copy of the document that told others about these services this year.**

GML 420 OSP: We continue to preserve our open space in the floodplain.

GML 420 LZ/OSI: We continue to enforce our ordinance(s) for low-density zoning and/or open space incentives. *Initial here if you have changed the allowable density of development in any of your zoning districts, rezoned parcels in the floodplain or changed your open space incentives. **Attach a copy of the amended regulations, provide a summary of the changes, and mark up the regulation indicating what's been changed.***

GML 430: We continue to enforce the floodplain management provisions of our zoning, subdivision and building code ordinances for which we are receiving credit. *Initial here if you have amended your floodplain regulations. **Attach a copy of the amended regulations, provide a summary of the changes, and mark up the regulations indicating what's been changed.***

GML 430 RA: We continue to enforce our procedures for administering our floodplain management regulations. If applicable, we also continue to employ CFMs and staff who took credited training courses. We currently have 3 CFMs on staff.

GML 440 AMD: We continue to use and update our flood data maintenance system on an annual basis as needed.

Community Hattiesburg, City of State MS CID 280053
County Forrest, Lamar

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

GML 450 SMR: We continue to enforce the stormwater management and low impact development provisions of our zoning, subdivision and building code ordinances for new developments in the watershed. ☐ Initial here if you have amended your stormwater management regulations that will impact your CRS program. **Attach a copy of the amended regulations, provide a summary of the changes, and mark up the regulations indicating what's been changed.**

GML 450 ESC: We continue to enforce the provisions of our zoning, subdivision and building codes as they pertain to erosion and sediment control.

GML 502 RL: We currently have 22 repetitive loss properties and send our notice to 423 properties in the repetitive loss areas.

GML 502 RL: **Attached is a copy of this year's notice on property protection, flood insurance and financial assistance that we sent to our repetitive loss areas.**

GML 510 FMP/RLAA: **Attached is a copy of our floodplain management plan's annual progress report for the action items contained in the plan.** We have included a progress report template for you to use (last page) if you do not have one of your own.

GML 510 FMP/RLAA: We have provided copies of this/these progress report(s) to our governing board and local media.

GML 520 AR: We continue to maintain as open space the lots where buildings were acquired or relocated out of the floodplain. ☐ Initial here if there have been any changes (additions or deletions) to the parcels credited as open space. Attach a description of those changes.

Additional Comments:

Narratives included in Drop box Files for Activity Folders.

Attachments:

DropBox link Emailed to JHoltcomb@iso.com



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Lamar Rutland

cc:

Date: Tuesday, February 16, 2021

Re: Acknowledge no bids were received on January 21, 2021 for the Campbell Loop Bridge Repair project.
File Number: 2021-97
Minute Book #

Summary

Acknowledge no bids were received on January 21, 2021 for the Campbell Loop Bridge Repair project.

Recommendation Statement

I recommend approval of this item.

Please place this on the February 16, 2021 City Council meeting for consideration.



Engineering Progress

February 1, 2021

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Attn: Lamar Rutland, P.E.

Re: No Bids Received
Campbell Loop Bridge Replacement
City of Hattiesburg

Dear Lamar:

This is to certify that there were no bids received on January 21, 2021, for the above referenced project.

Should you have any questions or comments, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read 'John T. Weeks'.

John T. Weeks, P.E.
Project Engineer

/md



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, February 16, 2021

Re: Acknowledge bids received January 14, 2021 in a reverse auction for one (1) Small Tandem Dump Truck for the City of Hattiesburg Public Works Department and accept the bid of Truckworx in the amount of \$92,000.00 as the best and only bid received.
File Number: 2021-110
Minute Book #

Summary

Acknowledge bids received January 14, 2021 in a reverse auction for one (1) Small Tandem Dump Truck for the City of Hattiesburg Public Works Department and accept the bid of Truckworx in the amount of \$92,000.00 as the best and only bid received.

Recommendation Statement

Please place this on the February 16, 2021 City Council meeting for consideration.

Title:	SMALL TANDEM DUMP TRUCK
Agency:	Mississippi > City of Hattiesburg
Start date:	14-Jan-2021 10:30:00 AM
End date:	14-Jan-2021 11:00:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
50252	rebeccac	92000.0000	14-Jan-2021 10:30:06 AM	Rebecca	Cummings	Truckworx	rebeccac@truckworx.com	601-939-5300



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, February 16, 2021

Re: Acknowledge bids received on January 4, 2021 in a reverse auction for one (1) 20 Cubic Yard Rear Loading Refuse collection Truck for the City of Hattiesburg Public Works Department and accept the bid of Burroughs Companies in the amount of \$174,999.00.
File Number: 2021-111
Minute Book #

Summary

Acknowledge bids received on January 4, 2021 in a reverse auction for one (1) 20 Cubic Yard Rear Loading Refuse collection Truck for the City of Hattiesburg Public Works Department and accept the bid of Burroughs Companies in the amount of \$174,999.00.

Recommendation Statement

Please place this on the February 16, 2021 City Council meeting for consideration.

Title:	20 CUBIC YARD REAR LOADING REFUSE COLLECTION TRUCK
Agency:	Mississippi > City of Hattiesburg
Start date:	04-Jan-2021 10:30:00 AM
End date:	04-Jan-2021 11:00:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
49974	Lowbid	174999.0000	04-Jan-2021 10:49:39 AM	Will	Burroughs	Burroughs Companies	willburroughs@burroughscompanies.com	601-649-3062
49973	Truckworxkenworth	175000.0000	04-Jan-2021 10:47:21 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	601-939-5300
49972	Lowbid	175675.0000	04-Jan-2021 10:46:02 AM	Will	Burroughs	Burroughs Companies	willburroughs@burroughscompanies.com	601-649-3062
49969	Truckworxkenworth	176000.0000	04-Jan-2021 10:44:19 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	601-939-5300
49966	Lowbid	179500.0000	04-Jan-2021 10:39:30 AM	Will	Burroughs	Burroughs Companies	willburroughs@burroughscompanies.com	601-649-3062
49963	Truckworxkenworth	180000.0000	04-Jan-2021 10:31:33 AM	Jay	Callaway	Truckworx-Kenworth	jonathanc@truckworx.com	601-939-5300
49961	Lowbid	183784.0000	04-Jan-2021 10:30:10 AM	Will	Burroughs	Burroughs Companies	willburroughs@burroughscompanies.com	601-649-3062



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Peggy Sealy, Assistant Chief of Police

cc: Kermas Eaton, City Clerk

Date: Tuesday, February 16, 2021

Re: Approve the donation of a Belgian Malinois canine valued at \$14,000.00 to the Hattiesburg Police Department from Vom Southern Journey Kennels.
File Number: 2021-86
Minute Book #

Summary

Approve the donation of a Belgian Malinois canine to the Hattiesburg Police Department valued at \$14,000.00. This canine will be trained as a single purpose narcotics dog.

Recommendation Statement

I am requesting approval of this donation

Please place this on the February 16, 2021 City Council meeting for consideration.



THE CITY OF HATTIESBURG

One of America's Great Small Cities!

MEMORANDUM

TO: Mayor and Council
FROM: Interim Chief Peggy Sealy PS
DATE: February 4, 2021
RE: Vom Southern Journey Kennels

This memo is to request Council approval for a donation from Vom Southern Journey Kennels for a Belgian Malinois canine valued at \$14,000.00 to the Hattiesburg Police Department. This canine will be trained as a single purpose narcotics dog.

PS/tl

Attachment

(601) 544-7900

POLICE DEPARTMENT

FAX (601) 545-4952

#1 GOVERNMENT PLAZA HATTIESBURG, MS 39401

CRIME STOPPERS

(601) 582-STOP (582-7867)

CELLULAR C.S.

From: Ashley Stringer
To: Sgt. Stefon Richardson
Date: November 19, 2020
Re: Daisy Mae

It's been a pleasure having Daisy as a part of our family for the last 2 years after coming to me in desperate need of training. I knew from the moment I started working with her that she was always meant for a bigger purpose. I've tried so hard to do all I could to make sure that she would one day be able to be placed with a department to work as a K-9 officer.

Now that I feel like she is 100% ready to show everyone what she is capable of, I have decided to DONATE Daisy Mae Stringer (Belgian Malinois) to the HPD. *Value At \$14,000.00*

Birth Date : 02/17/2018
Spayed
Up to date on all vaccines

Thank you so much for giving her this opportunity!

-Ashley Nichole Stringer
Vom Southern Journey Kennels



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, February 16, 2021

Re: Approve and authorize issuance of manual checks for CDBG-CV Program Claims per attached Memorandum. {Entitlement CDBG-CV}
File Number: 2021-87
Minute Book #

Summary

Approve and authorize issuance of manual checks for CDBG-CV Program Claims per attached Memorandum. {Entitlement CDBG-CV}

Recommendation Statement

I recommend issuance of manual checks for CDBG-CV Program Claims per attached Memorandum

Please place this on the February 16, 2021 City Council meeting for consideration.

Hattiesburg Clinic
 415 South 28th Avenue
 Hattiesburg, MS 39401

Reimbursement Request
 Community Based Covid 19 Testing Outreach Project
 September 2020

	Hours	Payroll	Benefits	Total
Personnel costs-				
Site coordinator	99.77	4,846.64	1,211.66	6,058.29
Lab technician	131.50	3,648.90	912.22	4,561.12
Reception/Check-in	126.33	2,670.81	667.70	3,338.52
Medical assistant	-	-	-	-
Registered nurse	8.40	237.29	59.32	296.62
Courier	24.13	488.69	122.17	610.87
Nurse Practitioner	0	0	-	-
Physician	1.20	172.80	2.51	175.31
	391.33	12,065.14	2,975.59	15,040.73

Supplies 587.60

Contracted Housekeeping 3,120.00

	# of studies		
Reference laboratory testing	266	Labcorp September Invoice	13,648.46
	3	Labcorp October Invoice	210.00
			13,858.46

Grand total **\$ 32,606.79**

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard, Director
Department of Urban Development

DATE: February 16, 2021

SUBJECT: Authorize issuance of manual checks for CDBG-CV Program claims

The following request for payment is being submitted for approval during the City Council's February 16, 2021 meeting. Please authorize and approve issuance of manual checks for the claims listed below:

Recipient:	Hattiesburg Clinic
Activity:	COVID-19 Free Testing
Program:	CDBG-CV
Project Site:	303 E. 5 th Street (C. E. Roy Community Center)
Amount Requested:	\$32,606.79
Purpose of Request:	Reimbursement (September 2020)



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, February 16, 2021

Re: Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}
File Number: 2021-88
Minute Book #

Summary

Approve and authorize issuance of manual checks for CDBG Program Claims per attached Memorandum. {Entitlement CDBG}

Recommendation Statement

I recommend issuance of manual checks for CDBG Program Claims per attached Memorandum

Please place this on the February 16, 2021 City Council meeting for consideration.

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard, Director
Department of Urban Development

DATE: February 16, 2021

SUBJECT: Authorize issuance of manual checks for CDBG Program claims

The following request for payment is being submitted for approval during the City Council's February 16, 2021 meeting. Please authorize and approve issuance of manual checks for the claims listed below:

Recipient:	Helen O'Neal
Activity:	Housing Rehabilitation
Program:	CDBG
Project Site:	303 J.C. Killingsworth Drive
Amount Requested:	\$900.00
Purpose of Request:	Temporary relocation (February 28, 2021 – March 27, 2021)



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Andrew Ellard, Director

cc: Kermas Eaton, City Clerk

Date: Tuesday, February 16, 2021

Re: Approve and authorize publication of Notice for Request for Qualifications for Qualified Eligible Contractors for the City of Hattiesburg's CDBG/HOME Programs {Entitlement}
File Number: 2021-4
Minute Book #

Summary

Approve and authorize publication of Notice for Request for Qualifications for Qualified Eligible Contractors

Recommendation Statement

I recommend the authorization and publication of this notice for Qualified Eligible Contractors for the City of Hattiesburg's CDBG/HOME Programs. {Entitlement}

Please place this on the February 16, 2021 City Council meeting for consideration.

NOTICE TO BIDDERS

NOTICE is hereby given that the City of Hattiesburg, Mississippi will receive Statements of Qualifications until 10:00 A.M., Thursday, March 4, 2021, in the City Clerk's Office in the City Hall for the following:

Qualified Eligible Contractors for the purposes of housing rehabilitation, housing repair, housing reconstruction and related activities as needed for a period ending December 31, 2023 for the Department of Urban Development – Community Development Division.

The above shall be delivered as per detailed specifications on file in the Office of the Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request. Technical assistance is available to all interested parties by calling (601) 545-4558.

Each PROPOSAL must be received in a sealed envelope which is marked in the lower left-hand corner with the words "Request for Qualifications – Qualified Eligible Contractors" and the DATE OF BID OPENING ("March 4, 2021").

The purpose of this solicitation is to establish a list of Qualified Eligible Contractors for participation in the City's CDBG and HOME programs. Respondents meeting the established criteria will be placed on a list of QECs in accordance with the City's Housing Rehabilitation/Reconstruction, and Housing Repair Grants Manual. Notwithstanding, the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 16th day of February 2021.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton
CITY CLERK

(SEAL)

Toby Barker, Mayor

PUBLISH Twice in the Legal Section: Thursday, February 18, 2021; Thursday, February 25, 2021



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, February 16, 2021

Re: Approve claims docket for the period ending February 12, 2021.
File Number: 2021-107
Minute Book #

Summary

Approve claims docket for the period ending February 12, 2021.

Recommendation Statement

Please place this on the February 16, 2021 City Council meeting for consideration.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
001000					BALANCE SHEET						
001 -00-00-000-00-011801-					INTERCOMPANY CLAIMS FUND						
001005	CITY OF HATTIESBURG	TRF 2/12/21	PR	0	2021	5	INV	P	1,135,164.57	1000021	TRF 2/12/21 PAYROLL
ACCOUNT TOTAL									1,135,164.57		
001 -00-00-000-00-051028-					D/F '16 TIF B&I H'BURG CLINIC						
001023	CITY OF HATTIESBURG	2/2/2021		0	2021	5	INV	P	25,000.00	M000020	1000014 2/20 TEMP LOAN TO P
ACCOUNT TOTAL									25,000.00		
001 -00-00-000-00-0520EM-					D/F EMER.MGMT.DISTRICT						
002158	AT&T	2/1/21	M818327001	0	2021	5	INV	P	2,973.51	021221	281085 PHONE SERVICE JANUA
ACCOUNT TOTAL									2,973.51		
001 -00-00-000-00-0520LB-					D/F LIBRARY						
002158	AT&T	2/1/21	M818327001	0	2021	5	INV	P	242.41	021221	281085 PHONE SERVICE JANUA
ACCOUNT TOTAL									242.41		
001 -00-00-000-00-060100-					GAS/LUBRICANT-CITY BARN						
003497	MAPLES GAS COMPANY	195055		204544	2021	5	INV	P	10,911.06	021221	281207 GAS & DIESEL FOR FU
003497	MAPLES GAS COMPANY	196231		220111	2021	5	INV	P	13,371.15	021221	281207 GAS & DIESEL FUEL S
003497	MAPLES GAS COMPANY	196744		220210	2021	5	INV	P	8,938.29	021221	281207 GAS FOR PUBLIC WORK
003497	MAPLES GAS COMPANY	197076		220336	2021	5	INV	P	7,467.84	021221	281207 GAS FOR FUEL STATIO
003497	MAPLES GAS COMPANY	197477		220422	2021	5	INV	P	8,213.30	021221	281207 GAS FOR FUEL STATIO
									48,901.64		
003918	PINE BELT OIL COMPAN	10733246		220423	2021	5	INV	P	4,972.48	021221	281241 DIESEL FUEL FOR FUE
ACCOUNT TOTAL									53,874.12		
001 -00-00-000-00-129900-					MISCELLANEOUS						
001018	CITY OF HATTIESBURG	TRF 023023.2708		0	2021	5	INV	P	111,087.00	M000027	1000018 TRF TIF FUNDS REC L
001018	CITY OF HATTIESBURG	TRF 023023.270800		0	2021	5	INV	P	53,700.00	M000027	1000017 TRF TIF FUNDS REC L
									164,787.00		
001020	CITY OF HATTIESBURG	TRF 025025.2708		0	2021	5	INV	P	31,238.00	M000027	1000019 TRF TIF FUNDS REC F
001025	CITY OF HATTIESBURG	TRF 050050.270800		0	2021	5	INV	P	29,806.00	M000027	1000020 TRF TIF FUND REC LA
ACCOUNT TOTAL									225,831.00		
ORG 001000 TOTAL									1,443,085.61		
001001					REVENUES						
001 -00-00-001-00-222500-					GAS & PLUMBING						
047188	DILLON PLUMBING CO	REFUND GAS 022101506	0		2021	5	INV	P	50.00	021221	281134 REFUND GAS PERMIT 0

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
						ACCOUNT TOTAL			50.00		
001 -00-00-001-00-222600-002883 GARNER LUMLEY ELECTR 2/4/21					0	ELECTRICAL INSPECTION 2021 5 INV P			50.00	021221	281156 REFUND ELECTRIC PER
						ACCOUNT TOTAL			50.00		
001 -00-00-001-00-332000-004271 SOUTHERN FINANCIAL S CMCHAT 1/29/21					0	POLICE FINES 2021 5 INV P			119.40	021221	281263 CMCHAT 12/17/20-1/2
004271 SOUTHERN FINANCIAL S CMCHAT2 1/29					0	2021 5 INV P			177.73	021221	281263 CMCHAT2 1/16/21 - 1
004271 SOUTHERN FINANCIAL S CMCHAT3 1/29					0	2021 5 INV P			865.10	021221	281263 1/16/21-1/29/21 POL
									1,162.23		
						ACCOUNT TOTAL			1,162.23		
						ORG 001001 TOTAL			1,262.23		
001015 CITY COURT											
001 -01-10-015-01-604900-003341 KONE INC (MONTGOMERY 959755390A					0	OTHER PROFESSIONAL SERV. 2021 5 INV P			4,867.68	021221	281192 COURT KONE ELEVATOR
047143 DECARLO HOOD 0002					0	2021 5 INV P			625.00	021221	281131 COURT PROSECUTOR PR
						ACCOUNT TOTAL			5,492.68		
001 -01-10-015-01-604901-002385 C SPIRE BUSINESS (FO C003040866					0	OTHER PROF-TECHNOLOGY 2021 5 INV P			28.95	021221	281104 COURT MONTHLY TELEC
004057 RJ YOUNG COMPANY INV4046315					0	2021 5 INV P			168.00	021221	281251 COURT MONTHLY CANON
						ACCOUNT TOTAL			196.95		
001 -01-10-015-01-630000-004321 SPIRE ENERGY G2021-8 1015					0	GAS 2021 5 INV P			671.46	021221	281270 GAS 12/03/20-01/05/
						ACCOUNT TOTAL			671.46		
001 -01-10-015-01-630500-003700 MS POWER COMPANY E2021-10 MP1015					0	ELECTRICITY 2021 5 INV P			840.04	021221	281220 ELECTRICITY 12/15/2
						ACCOUNT TOTAL			840.04		
001 -01-10-015-01-699900-003750 NATIONAL ALLIANCE ON 201					0	SERVICES NOT SPECIFIED 2021 5 INV P			1,500.00	021221	281224 COURT ANNUAL NAMI M
						ACCOUNT TOTAL			1,500.00		
						ORG 001015 TOTAL			8,701.13		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
001020 MAYOR/ADMIN.											
001 -01-09-020-01-611000- TRAVEL EXPENSE											
004017 REGIONS CARDHOLDER S 210439				0	2021	5	INV	P	107.31	021221	281247 ADM/HOTEL MAYOR BAR
004017 REGIONS CARDHOLDER S 210580				0	2021	5	INV	P	185.01	021221	281247 ADM/HOTEL MAYOR BAR
									292.32		
ACCOUNT TOTAL									292.32		
001 -01-09-020-01-615000- ADVERTISING											
003057 H'BURG HIGH SCHOOL A ADVERTISING FYE 9/21				0	2021	5	INV	P	25,000.00	M000024	1000015 COUNCIL APPROVED AD
004017 REGIONS CARDHOLDER S 77222859				0	2021	5	INV	P	5.99	021221	281247 ADM-ADVERTISING
004017 REGIONS CARDHOLDER S INV60369483				0	2021	5	INV	P	16.04	021221	281247 ADM/ADVERTISING
									22.03		
ACCOUNT TOTAL									25,022.03		
001 -01-09-020-01-641000- OFFICE EQUIPMENT RENT											
003825 OWENS BUSINESS MACHI 414275				0	2021	5	INV	P	319.83	021221	281234 COPY MACHINE RENTAL
ACCOUNT TOTAL									319.83		
ORG 001020 TOTAL									25,634.18		
001040 MUNICIPAL CLERK											
001 -01-01-040-01-615000- ADVERTISING											
002847 FORREST COUNTY CHANC 0048				0	2021	5	INV	P	136.00	021221	281154 FILING FEES NOV 202
003141 HUB CITY SPOKES 97268				0	2021	5	INV	P	456.72	021221	281176 CITY WIDE ADS & NOT
ACCOUNT TOTAL									592.72		
ORG 001040 TOTAL									592.72		
001090 URBAN DEVELOPMT											
001 -01-06-090-01-500300- PAPER											
004328 STAPLES 3468476084				220255	2021	5	INV	P	51.96	021221	281273 OFFICE SUPPLIES - U
004328 STAPLES 3468476085				220255	2021	5	INV	P	51.96	021221	281273 OFFICE SUPPLIES - U
									103.92		
ACCOUNT TOTAL									103.92		
001 -01-06-090-01-641000- OFFICE EQUIPMENT RENT											
004050 RICOH CORP 5061323957				0	2021	5	INV	P	111.20	021221	281250 COPIER USAGE, JAN 2
ACCOUNT TOTAL									111.20		
ORG 001090 TOTAL									215.12		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
001091				INFO TECHNOLOGY							
001 -01-01-091-01-508000-				COMPUTER SUPPLIES							
002383	C	D	W	GOVERNMENT	5129379	204030	2021	5	INV	P	108.30 021221 281102 COMPUTER SUPPLIES -
002383	C	D	W	GOVERNMENT	5133514	204030	2021	5	INV	P	570.18 021221 281102 COMPUTER SUPPLIES -
002383	C	D	W	GOVERNMENT	5191491	204030	2021	5	INV	P	42.90 021221 281102 COMPUTER SUPPLIES -
002383	C	D	W	GOVERNMENT	7191171	220311	2021	5	INV	P	1,298.90 021221 281102 COMPUTER EQUIPMENT
									2,020.28		
ACCOUNT TOTAL									2,020.28		
001 -01-01-091-01-603500-				DATA PROCESSING							
003583	METRIX	SOLUTIONS	M61262	203977	2021	5	INV	P	1,566.88	021221	281212 SSL RENEWAL - IT DE
003583	METRIX	SOLUTIONS	M61296	204474	2021	5	INV	P	2,285.14	021221	281212 MERAKI MR LICENSE -
									3,852.02		
003912	PILEUM	CORPORATION	P6202	220095	2021	5	INV	P	4,998.00	021221	281239 PREPAID BLOCK OF TI
ACCOUNT TOTAL									8,850.02		
001 -01-01-091-01-604900-				OTHER PROFESSIONAL SERV.							
002905	GILLILANDS	ELECTRONI	4169	0	2021	5	INV	P	85.00	021221	281159 VIDEO SERIVCE, HR -
004482	TYLER	TECHNOLGIES	IN 045-327213	0	2021	5	INV	P	1,400.00	021221	281295 MUNIS IMPLEMENTATIO
ACCOUNT TOTAL									1,485.00		
001 -01-01-091-01-636500-				OFFICE EQUIPMENT R&M							
003583	METRIX	SOLUTIONS	M61297	204475	2021	5	INV	P	1,149.64	021221	281212 VMWARE RENEWAL - IT
004050	RICOH	CORP	5061284352	0	2021	5	INV	P	9.29	021221	281249 CHARGES FOR PRODUCT
ACCOUNT TOTAL									1,158.93		
ORG 001091 TOTAL									13,514.23		
001092				GEN.GOV'T.BLDG							
001 -01-01-092-01-630000-				GAS							
004321	SPIRE	ENERGY	G2021-8 1092	0	2021	5	INV	P	3,195.71	021221	281270 GAS 12/3/20-1/5/21
ACCOUNT TOTAL									3,195.71		
001 -01-01-092-01-630500-				ELECTRICITY							
003700	MS	POWER COMPANY	E2021-10 1092	0	2021	5	INV	P	3,442.67	021221	281220 ELECTRICITY 12/15/2
ACCOUNT TOTAL									3,442.67		
001 -01-01-092-01-644900-				OTHER RENT							
002720	EDWARDS	PROPERTY	MGM FEBRUARY 2021	0	2021	5	INV	P	1,100.00	021221	281141 2/2021 RENT

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL								1,100.00		
ORG 001092 TOTAL								7,738.38		
001093										
001	-07-06-093-07-630500-									
003700	MS POWER COMPANY	E2021-10	1093	0	2021	5	INV P	3,756.94	021221	281220 ELECTRICITY 12/15/2
ACCOUNT TOTAL								3,756.94		
001	-07-06-093-07-635000-									
003140	HUB CITY CONSTRUCTIO	2101		204561	2021	5	INV P	11,500.00	021221	281175 HBURG TRAIN DEPOT-I
ACCOUNT TOTAL								11,500.00		
ORG 001093 TOTAL								15,256.94		
001094										
001	-01-06-094-01-500300-									
004328	STAPLES	3467721468		220278	2021	5	INV P	36.92	021221	281273 OFFICE SUPPLIES & P
ACCOUNT TOTAL								36.92		
001	-01-06-094-01-501000-									
004328	STAPLES	3467721468		220278	2021	5	INV P	235.47	021221	281273 OFFICE SUPPLIES & P
ACCOUNT TOTAL								235.47		
001	-01-06-094-01-602000-									
002892	GEO-JOBE GIS CONSULT	3601		0	2021	5	INV P	11,500.00	021221	281157 MB 2013-24 GIS CONS
ACCOUNT TOTAL								11,500.00		
001	-01-06-094-01-615000-									
003141	HUB CITY SPOKES	97268		0	2021	5	INV P	65.04	021221	281176 CITY WIDE ADS & NOT
ACCOUNT TOTAL								65.04		
ORG 001094 TOTAL								11,837.43		
001095										
001	-01-01-095-01-602500-									
003090	HICKS LAW FIRM, LLC	9824		0	2021	5	INV P	600.00	021221	281171 GENERAL LEGAL SERVI
003090	HICKS LAW FIRM, LLC	9825		0	2021	5	INV P	900.00	021221	281171 SALIBA/PIERCE VS. C
003090	HICKS LAW FIRM, LLC	9826		0	2021	5	INV P	2,553.60	021221	281171 PRECISION CONSTR. V
								4,053.60		
003637	MONTAGUE, PITTMAN &	48381		0	2021	5	INV P	500.00	021221	281216 CIVIL SERVICE COMMI
003944	POPE & POPE, PA	2103		0	2021	5	INV P	113.60	021221	281245 LEGAL-HALL AVE OVER
003944	POPE & POPE, PA	2104		0	2021	5	INV P	589.80	021221	281245 COH V BETHLEY

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5												
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION		
003944	POPE & POPE, PA	2106	0	2021	5	INV P	758.14	021221	281245	COH VS.	HARVELL HAR	
003944	POPE & POPE, PA	2107	0	2021	5	INV P	501.00	021221	281245	COH VS.	MCKORKLE	
003944	POPE & POPE, PA	2108	0	2021	5	INV P	1,507.04	021221	281245	COH VS.	BROWN	
003944	POPE & POPE, PA	2109	0	2021	5	INV P	822.50	021221	281245	COH VS.	HINTON	
003944	POPE & POPE, PA	2110	0	2021	5	INV P	1,072.50	021221	281245	COH VS.	HYDE	
003944	POPE & POPE, PA	2111	0	2021	5	INV P	1,135.00	021221	281245	COH VS.	LEWIS, ROXI	
003944	POPE & POPE, PA	2112	0	2021	5	INV P	2,049.89	021221	281245	COH VS.	MACK, SAMUE	
003944	POPE & POPE, PA	2113	0	2021	5	INV P	1,022.50	021221	281245	COH VS.	COTHEN	
003944	POPE & POPE, PA	2114	0	2021	5	INV P	760.00	021221	281245	COH VS.	COTHEN	
003944	POPE & POPE, PA	2115	0	2021	5	INV P	722.50	021221	281245	COH VS.	COTHEN	
003944	POPE & POPE, PA	2116	0	2021	5	INV P	722.50	021221	281245	COH VS.	COTHEN	
003944	POPE & POPE, PA	2117	0	2021	5	INV P	637.50	021221	281245	GRAY VS.	COH	
003944	POPE & POPE, PA	2118	0	2021	5	INV P	1,312.50	021221	281245	HEMPHILL CONSTRUCTI		
003944	POPE & POPE, PA	2119	0	2021	5	INV P	637.50	021221	281245	LAMAR COUNTY ANNEXA		
003944	POPE & POPE, PA	2120	0	2021	5	INV P	675.00	021221	281245	MS CTR FOR JUSTICE		
003944	POPE & POPE, PA	2121	0	2021	5	INV P	525.00	021221	281245	POLICE REVIEW BOARD		
003944	POPE & POPE, PA	2122	0	2021	5	INV P	450.00	021221	281245	UDC HOUSE		
							16,014.47					
ACCOUNT TOTAL							20,568.07					
001 -01-01-095-01-602701-												
002136	ANOINTED HANDS SERVI	6834	0	2021	5	INV P	280.00	021221	281084	JANITORIAL-EMPLOYEE		
003576 MEDICAL ANALYSIS-GHV 10604												
							33,690.07	021221	281211	CLINIC & LAB FEE, T		
ACCOUNT TOTAL							33,970.07					
001 -01-01-095-01-606000-												
002158	AT&T	2/1/21 M818327001	0	2021	5	INV P	6,680.82	021221	281085	PHONE SERVICE JANUA		
002158	AT&T	L2021-9 BL1095	0	2021	5	INV P	150.74	021221	281085	BLUE LIGHTS FEBRUAR		
							6,831.56					
002159 AT&T LONG DISTANCE S L2021-241 LD1095												
							33.69	021221	281086	LONG DISTANCE SERVI		
047050 C SPIRE (IP) L2021-185												
							4,948.10	021221	281103	CITY WIDE PHONE SER		
ACCOUNT TOTAL							11,813.35					
001 -01-01-095-01-607000-												
003928	PITNEY BOWES	0000	0	2021	5	INV P	10,000.00	021221	281243	POSTAGE FOR PITNEY		
ACCOUNT TOTAL							10,000.00					
001 -01-01-095-01-683200-												
004017	REGIONS CARDHOLDER S	7079	0	2021	5	INV P	155.61	021221	281247	PURCHASING-LATE PAY		
ACCOUNT TOTAL							155.61					
ORG 001095 TOTAL							76,507.10					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001100				POLICE/PUB.SFTY							
001 -02-02-100-02-501000-				OTHER EXPENDABLE OFF.SPL							
002662 DIGITAL DOLPHIN SUPP SIN004248				220342	2021	5	INV	P	204.00	021221	281133 CARTRIDGES FOR JAIL
003825 OWENS BUSINESS MACHI SO29874				220532	2021	5	INV	P	319.83	021221	281234 RECORDS COPIER TONE
				ACCOUNT TOTAL					523.83		
001 -02-02-100-02-525000-				GAS AND OIL							
003918 PINE BELT OIL COMPAN 12320008 1/21				0	2021	5	INV	P	363.77	021221	281241 MINIT MART FUEL PUR
				ACCOUNT TOTAL					363.77		
001 -02-02-100-02-535000-				UNIFORMS, BADGES, ETC.							
003588 MID SOUTH UNIFORM & 613513				202163	2021	5	INV	P	125.83	021221	281213 BADGE FOR MAYOR-HPD
				ACCOUNT TOTAL					125.83		
001 -02-02-100-02-546000-				MINOR EQUIPMENT							
002060 ADVANCE AUTO PARTS 5604104034873				220546	2021	5	INV	P	60.61	021221	281078 KEY FOB BATTERY -HP
002070 AIRDESIGNS SIGN & GR 589777				220428	2021	5	INV	P	192.60	021221	281080 PARKING SIGNS FOR C
003809 OFFICE DEPOT INC 149703992001				220023	2021	5	INV	P	2,689.62	021221	281231 USBS FOR CRIME SCEN
				ACCOUNT TOTAL					2,942.83		
001 -02-02-100-02-570000-				MTR VEHICLE REP. PTS/SPL							
002060 ADVANCE AUTO PARTS 5604102776116				220192	2021	5	INV	P	1,069.14	021221	281078 REPAIR PARTS FOR VA
002060 ADVANCE AUTO PARTS 5604102776120				220258	2021	5	INV	P	222.87	021221	281078 REPAIR PARTS FOR UN
002060 ADVANCE AUTO PARTS 5604102776122				220233	2021	5	INV	P	207.96	021221	281078 BRAKE PADS STOCK-HP
002060 ADVANCE AUTO PARTS 5604102776129				220350	2021	5	INV	P	112.19	021221	281078 DUAL FAN UNIT#19709
002060 ADVANCE AUTO PARTS 5604103276218				220277	2021	5	INV	P	165.74	021221	281078 RADIATOR UNIT#17783
002060 ADVANCE AUTO PARTS 5604103476254				220448	2021	5	INV	P	516.46	021221	281078 REPAIR PARTS FOR VA
002060 ADVANCE AUTO PARTS 5604103534611				220459	2021	5	INV	P	287.50	021221	281078 COMPRESSOR UNIT#175
002060 ADVANCE AUTO PARTS 5604103676290				220246	2021	5	INV	P	432.30	021221	281078 HEAD LIGHT FOR UNIT
									3,014.16		
002413 CARQUEST AUTO PARTS 14758-153229				220265	2021	5	INV	P	81.38	021221	281109 FLUID RESERVOIR UNI
002413 CARQUEST AUTO PARTS 14758-153718				220446	2021	5	INV	P	237.87	021221	281109 FUEL PUMP MODULE UN
									319.25		
002648 DELTA FOREMOST CHEMI 171971				220180	2021	5	INV	P	238.24	021221	281132 SMOKE EATER-HPD
				ACCOUNT TOTAL					3,571.65		
001 -02-02-100-02-602700-				MEDICAL							
003033 HATTIESBURG CLINIC P 7400054				0	2021	5	INV	P	300.00	021221	281166 PSYCHOLOGIC TEST FO

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL											300.00		
VETERINARIAN													
001 -02-02-100-02-603000-				003106 HOLLAND VETERINARY H		42398	0	2021	5	INV P	155.20	021221	281174 K9 VISIT OTTER-HPD
				003106 HOLLAND VETERINARY H		43416	0	2021	5	INV P	48.00	021221	281174 K9 VISIT FOR OTTER-
											203.20		
ACCOUNT TOTAL											203.20		
OTHER PROFESSIONAL SERV.													
001 -02-02-100-02-604900-				002905 GILLILANDS ELECTRONI		4207	220103	2021	5	INV P	724.75	021221	281159 INSTALL ALARM ON ME
				004453 TRANSUNION RISK AND		362606-202101-1	0	2021	5	INV P	347.50	021221	281287 ONLINE INVESTIGATIO
ACCOUNT TOTAL											1,072.25		
TELEPHONE AND TELEGRAPH													
001 -02-02-100-02-606000-				002158 AT&T		L2021-8	0	2021	5	INV P	413.50	021221	281085 HPD PHONE 601M31822
				002158 AT&T		L2021-8 1100	0	2021	5	INV P	202.00	021221	281085 VEHICLE LOCATE HPD
											615.50		
ACCOUNT TOTAL											615.50		
TRAVEL EXPENSE													
001 -02-02-100-02-611000-				047145 DARRICKA GARDEN		8798	0	2021	5	INV P	821.00	021221	281128 TRAVEL ADV 40HR BAS
				047146 LADARYL DEAN		8801	0	2021	5	INV P	821.00	021221	281194 TRAVEL ADV. 40HR CE
				047147 BRITTENY SHERMAN		8800	0	2021	5	INV P	821.00	021221	281099 TRAVEL ADV. 40HR TE
				047148 CALLIE PETERSON		8799	0	2021	5	INV P	821.00	021221	281105 TRAVEL ADV. 40HR CE
ACCOUNT TOTAL											3,284.00		
FREIGHT													
001 -02-02-100-02-612000-				002648 DELTA FOREMOST CHEMI		171971	220180	2021	5	INV P	25.36	021221	281132 SMOKE EATER-HPD
ACCOUNT TOTAL											25.36		
GAS													
001 -02-02-100-02-630000-				004321 SPIRE ENERGY		G2021-8 1100	0	2021	5	INV P	4,242.53	021221	281270 GAS 12/3/20-1/5/21
ACCOUNT TOTAL											4,242.53		
ELECTRICITY													
001 -02-02-100-02-630500-				003700 MS POWER COMPANY		E2021-10 1100	0	2021	5	INV P	1,909.50	021221	281220 ELECTRICITY 12/15/2
ACCOUNT TOTAL											1,909.50		
MOTOR VEHICLE EQ. R&M													
001 -02-02-100-02-638400-													

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002062	ADVANCED COLLISION O	BE937C7F	220545	2021	5	INV	P		2,040.73	021221	281079 REPAIRS TO UNIT#164
				ACCOUNT TOTAL					2,040.73		
001	-02-02-100-02-639800-			TOW IN CHARGES							
003869	PEANUTS TOWING SERVI	95234,96324,96349	0	2021	5	INV	P		195.00	021221	281235 TOWING OF UNIT#2042
				ACCOUNT TOTAL					195.00		
001	-02-02-100-02-641000-			OFFICE EQUIPMENT RENT							
004057	RJ YOUNG COMPANY	INV4057717	0	2021	5	INV	P		487.60	021221	281251 COPIER LEASE FOR DE
				ACCOUNT TOTAL					487.60		
001	-02-02-100-02-684000-			DUES AND MEMBERSHIPS							
047186	NOTARY PUBLIC	104623-4/6/21	0	2021	5	INV	P		114.00	021221	281229 NOTARY RENEWAL FOR
				ACCOUNT TOTAL					114.00		
001	-02-02-100-02-684500-			REGISTRATION FEE/TUITION							
002664	DISPATCHING & TRAINI	6009	0	2021	5	INV	P		1,580.00	021221	281135 40 HR TELECOMMUNICA
				ACCOUNT TOTAL					1,580.00		
				ORG 001100 TOTAL					23,597.58		
001131				JOINT P&F TRNG.							
001	-02-02-131-02-510000-			CLEANING/JANITORIAL SPLY							
003772	NEWELL PAPER COMPANY	4100012	220108	2021	5	INV	P		326.88	021221	281228 JANITORIAL SUPPLIES
003772	NEWELL PAPER COMPANY	4100302	220108	2021	5	INV	P		59.56	021221	281228 JANITORIAL SUPPLIES
									386.44		
				ACCOUNT TOTAL					386.44		
001	-02-02-131-02-630000-			GAS							
004321	SPIRE ENERGY	G2021-8 1131	0	2021	5	INV	P		704.23	021221	281270 GAS 12/3/20-1/3/21
				ACCOUNT TOTAL					704.23		
001	-02-02-131-02-684600-			REGISTRATN FEE-FIRE							
004331	STATE FIRE ACADEMY	28613	0	2021	5	INV	P		1,040.00	021221	281274 P/F CPAT EXAM FEE
				ACCOUNT TOTAL					1,040.00		
				ORG 001131 TOTAL					2,130.67		
001160				FIRE DIVISION							
001	-02-03-160-02-510000-			CLEANING/JANITORIAL SPLY							
002729	ELKINS WHOLESALE INC	442500	220219	2021	5	INV	P		711.35	021221	281143 HFD JANITORIAL SUPP
				ACCOUNT TOTAL					711.35		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
001 -02-03-160-02-511100-		004445 TOP NOTCH EMBROIDERY	841	203632	2021 5 INV P	1,100.00 021221	281286	HFD FACE MASK/COVID
					ACCOUNT TOTAL	1,100.00		
001 -02-03-160-02-525000-		003918 PINE BELT OIL COMPAN	12320008 1/21	0	GAS AND OIL 2021 5 INV P	1,101.04 021221	281241	MINIT MART FUEL PUR
					ACCOUNT TOTAL	1,101.04		
001 -02-03-160-02-546000-		002304 BRACKMAN MOWER WAREH	1319	220534	2021 5 INV P	879.97 021221	281097	HFD STATION 6 REPLA
					ACCOUNT TOTAL	879.97		
001 -02-03-160-02-570000-		003034 HATTIESBURG HYDRAULI	87920	220463	MTR VEHICLE REP. PTS/SPL 2021 5 INV P	200.82 021221	281167	HFD UNIT # 18099 RE
		003746 NAPA AUTO PARTS	5930-626339	220536	2021 5 INV P	143.34 021221	281223	HFD UNIT #14700 REP
		003746 NAPA AUTO PARTS	623481	204072	2021 5 INV P	66.54 021221	281223	HFD UNIT #19835 BC1
						209.88		
		004368 SUNBELT FIRE INC	327206	220014	2021 5 INV P	1,886.90 021221	281276	UNIT #15064 L1 REPA
					ACCOUNT TOTAL	2,297.60		
001 -02-03-160-02-575600-		002216 BATTERY WORLD	225775	220170	SCBA REPAIR PTS/SPL 2021 5 INV P	119.50 021221	281093	SCBA BATTERIES FOR
					ACCOUNT TOTAL	119.50		
001 -02-03-160-02-604900-		003189 INTERACT PUBLIC SAFE	CPSMN0000085	0	OTHER PROFESSIONAL SERV. 2021 5 INV P	630.00 021221	281181	HFD ANNUAL CAD INTE
					ACCOUNT TOTAL	630.00		
001 -02-03-160-02-606000-		002160 AT&T MOBILITY	ACCTX02052021	0	TELEPHONE AND TELEGRAPH 2021 5 INV P	1,295.79 021221	281087	2016-287/HFD/WIRELE
					ACCOUNT TOTAL	1,295.79		
001 -02-03-160-02-611000-		004559 WADE, DANNY	OT8780	0	TRAVEL EXPENSE 2021 5 INV P	672.80 021221	281300	HFD ASSIST. CHIEF D
		047144 ROBERT STEPHENS	OT8781	0	2021 5 INV P	379.60 021221	281253	HFD BC ROBERT STEPH
					ACCOUNT TOTAL	1,052.40		
001 -02-03-160-02-615000-		003141 HUB CITY SPOKES	97269	220324	ADVERTISING 2021 5 INV P	35.28 021221	281176	HFD ACADEMY RECRUIT

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL								35.28		
001 -02-03-160-02-630000-004321	SPIRE ENERGY	G2021-8	1160	0	GAS	2021	5	INV	P	3,431.01 021221 281270 GAS 12/3/20-1-521
ACCOUNT TOTAL								3,431.01		
001 -02-03-160-02-630500-003700	MS POWER COMPANY	E2021-10	1160	0	ELECTRICITY	2021	5	INV	P	2,778.20 021221 281220 ELECTRICITY 12/15/2
003873	PEARL RIVER VALLEY E	2021-8	1160	0		2021	5	INV	P	577.48 021221 281236 FD PRVE 12/22-1/25/
003873	PEARL RIVER VALLEY E	2021-9	1160	0		2021	5	INV	P	477.95 021221 281236 ELECTRICITY FS #8 1
								1,055.43		
ACCOUNT TOTAL								3,833.63		
001 -02-03-160-02-635000-003824	OVERHEAD DOOR CO OF	200536		220225	BUILDING R&M	2021	5	INV	P	843.00 021221 281233 HFD STATION 4 BAY D
ACCOUNT TOTAL								843.00		
001 -02-03-160-02-638400-002169	AUTOMOTIVE GLASS SPE	I240118		203165	MOTOR VEHICLE EQ. R&M	2021	5	INV	P	275.00 021221 281089 HFD UNIT #13560 PUM
002194	BARDING GENERATOR &	175324		220171		2021	5	INV	P	306.90 021221 281092 HFD UNIT # 14516 BA
002815	FIRESTONE COMPLETE A	253946		220538		2021	5	INV	P	94.19 021221 281153 HFD UNIT #20370 SER
003915	PINE BELT CDJR, INC	511371		220471		2021	5	INV	P	1,519.19 021221 281240 HFD UNIT # 20099 BC
004299	SOUTHERN TIRE MART L	2520051349		220085		2021	5	INV	P	486.15 021221 281268 HFD UNIT #20315 L6
004299	SOUTHERN TIRE MART L	2520052378		220084		2021	5	INV	P	1,065.06 021221 281268 HFD UNIT #18100 E7
								1,551.21		
ACCOUNT TOTAL								3,746.49		
ORG 001160 TOTAL								21,077.06		
001180 LAND DEVEL.ADM.										
001 -01-06-180-01-500300-003810	OFFICE PRODUCTS PLUS	929652-0		220348	PAPER	2021	5	INV	P	365.90 021221 281232 COPY PAPER - BUILDI
ACCOUNT TOTAL								365.90		
001 -01-06-180-01-570000-002413	CARQUEST AUTO PARTS	14758-153510		220369	MTR VEHICLE REP. PTS/SPL	2021	5	INV	P	64.60 021221 281109 PARTS, UNIT 14697 -
002413	CARQUEST AUTO PARTS	14758-153511		220369		2021	5	INV	P	36.21 021221 281109 PARTS, UNIT 14697 -
002413	CARQUEST AUTO PARTS	14758-153645		220397		2021	5	INV	P	42.86 021221 281109 SENSOR, UNIT 14697

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
									143.67		
003421	LIL TIRE SHOPPE (BR 1105024	220346	2021	5	INV	P	431.00	021221	281202	NEW TIRES, UNIT 159	
ACCOUNT TOTAL									574.67		
001 -01-06-180-01-601600-004076	ROGERS, KEVIN	TITLEOPINION1.29.21	0	TITLE OPINIONS	2021	5	INV	P	250.00	021221	281254 TITLE OPINION PPIN
ACCOUNT TOTAL									250.00		
001 -01-06-180-01-604900-004482	TYLER TECHNOLOGIES IN 025-321028	0	OTHER PROFESSIONAL SERV.	2021	5	INV	P	1,530.27	021221	281295	IG WORKFORCE 3/21-2
ACCOUNT TOTAL									1,530.27		
001 -01-06-180-01-638400-003421	LIL TIRE SHOPPE (BR 1105024	220346	2021	5	INV	P	96.30	021221	281202	NEW TIRES, UNIT 159	
ACCOUNT TOTAL									96.30		
001 -01-06-180-01-644900-004057	RJ YOUNG COMPANY	INV4031981	0	OTHER RENT	2021	5	INV	P	139.46	021221	281251 COPIER 12/11/20-1/1
ACCOUNT TOTAL									139.46		
001 -01-06-180-01-684000-003202	INTL CODE COUNCIL (D 3297907	0	DUES AND MEMBERSHIPS	2021	5	INV	P	145.00	021221	281183	ICC DUES, MEMBER 11
ACCOUNT TOTAL									145.00		
ORG 001180 TOTAL									3,101.60		
001191	TRAFFIC MAINT.										
001 -01-05-191-01-501000-003177	INDOFF INC	3441220	220194	2021	5	INV	P	195.85	021221	281178	TRAFFIC OFFICE SUP
ACCOUNT TOTAL									195.85		
001 -01-05-191-01-554000-004412	TEMPLE INC	INV0204068	220421	2021	5	INV	P	2,450.00	021221	281281	TRAFFIC SCHOOL FLAS
ACCOUNT TOTAL									2,450.00		
001 -01-05-191-01-630000-004321	SPIRE ENERGY	G2021-8 1191	0	GAS	2021	5	INV	P	194.35	021221	281270 GAS 12/3/20-1/5/21
ACCOUNT TOTAL									194.35		
001 -01-05-191-01-630500-003700	MS POWER COMPANY	E2021-10 1191	0	ELECTRICITY	2021	5	INV	P	1,126.32	021221	281220 ELECTRICITY 12/15/2

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL			1,126.32			
001 -01-05-191-01-643000-					UNIFORM RENT						
002471	CINTAS CORPORATION	#	4074557448	0	2021	5	INV	P	15.00	021221	281115 TRAFFIC UNIFORM S
002471	CINTAS CORPORATION	#	4075201656	0	2021	5	INV	P	25.00	021221	281115 TRAFFIC UNIFORM S
									40.00		
					ACCOUNT TOTAL			40.00			
001 -01-05-191-01-643500-					MOP-MAT-RAG RENT						
002471	CINTAS CORPORATION	#	4074557011	0	2021	5	INV	P	6.36	021221	281115 TRAFFIC MATS SC/82
002471	CINTAS CORPORATION	#	4075201268	0	2021	5	INV	P	6.36	021221	281115 TRAFFIC MATS SC/8
									12.72		
					ACCOUNT TOTAL			12.72			
001 -01-05-191-01-687000-					CUSTODIAL SERVICE						
002037	AB SUPPORT SERVICES		010093	0	2021	5	INV	P	325.00	021221	281074 MB-2020-957 JANITOR
					ACCOUNT TOTAL			325.00			
					ORG 001191 TOTAL			4,344.24			
001201					STREET DIV.						
001 -03-05-201-03-535500-					WEARING APPAREL						
004106	SACKS OUTDOOR SUPPLY		123078	220133	2021	5	INV	P	109.98	021221	281255 UNIFORM PANTS/RONNI
					ACCOUNT TOTAL			109.98			
001 -03-05-201-03-559000-					OTHER OPERATING MATL/SPLY						
004316	SPEEDY PRINTING & SI		28644	220462	2021	5	INV	P	198.00	021221	281269 NUMBERS & LETTERS/P
					ACCOUNT TOTAL			198.00			
001 -03-05-201-03-570000-					MTR VEHICLE REP. PTS/SPL						
002166	AUTO ARMATURE SERVIC		23814	220457	2021	5	INV	P	157.95	021221	281088 PART/UNIT #16237 ST
002166	AUTO ARMATURE SERVIC		23815	220249	2021	5	INV	P	169.95	021221	281088 7685W ALTERNATOR UN
002166	AUTO ARMATURE SERVIC		23832	220137	2021	5	INV	P	249.95	021221	281088 STARTER FOR UNIT 13
									577.85		
002413	CARQUEST AUTO PARTS		14758-153504	220337	2021	5	INV	P	36.94	021221	281109 PART/UNIT 16966 STR
002413	CARQUEST AUTO PARTS		14758-153773	220456	2021	5	INV	P	44.34	021221	281109 PARTS/UNIT #16008 &
002413	CARQUEST AUTO PARTS		14758-153774	220456	2021	5	INV	P	12.60	021221	281109 PARTS/UNIT #16008 &
002413	CARQUEST AUTO PARTS		14758-153968	220543	2021	5	INV	P	109.64	021221	281109 PART.UNIT #20051 ST
									203.52		
002738	EMPIRE TRUCK SALES (		CE006175370:1	220440	2021	5	INV	P	86.64	021221	281146 PARTS/UNIT 13174

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
	003986	PUCKETT MACHINERY CO	PO5C704278	220290	2021	5 INV P	35.20	021221	281246 FILTER FUEL UNIT 14
	004299	SOUTHERN TIRE MART L	2520055060	220306	2021	5 INV P	1,950.00	021221	281268 STREET DEPART. TIRE
	004514	UNIVERSITY TIRE & SE	INV167354	220218	2021	5 INV P	288.60	021221	281297 TIRES FOR UNIT 1596
		ACCOUNT TOTAL					3,141.81		
001 -03-05-201-03-575500-	002577	CRAIN TRACTOR & EQUI	CP87656	220189	2021	5 INV P	785.00	021221	281123 PARTS UNIT #16723 S
	003986	PUCKETT MACHINERY CO	PO5C5704507	220332	2021	5 INV P	36.60	021221	281246 PARTS/IUNIT #14956
		ACCOUNT TOTAL					821.60		
001 -03-05-201-03-638400-	002252	BIG IRON DIESEL REPA	R04392	220575	2021	5 INV P	4,442.82	021221	281094 REPAIRS ON UNIT #16
		ACCOUNT TOTAL					4,442.82		
001 -03-05-201-03-643000-						UNIFORM RENT			
	002471	CINTAS CORPORATION #	01564	0	2021	5 INV P	27.75	021221	281117 SC8200044758-PUBLIC
	002471	CINTAS CORPORATION #	4071948437	0	2021	5 INV P	27.75	021221	281114 PUBLIC WORKS UNIFORM
	002471	CINTAS CORPORATION #	4071948443	0	2021	5 INV P	77.40	021221	281114 CINTAS -SC 82000044
	002471	CINTAS CORPORATION #	4071948452	0	2021	5 INV P	107.53	021221	281114 CINTAS-SC 820000447
	002471	CINTAS CORPORATION #	4071948501	0	2021	5 INV P	13.44	021221	281114 CINTAS- SC 82000044
	002471	CINTAS CORPORATION #	4071948587	0	2021	5 INV P	46.60	021221	281114 CINTAS-SC 820000447
	002471	CINTAS CORPORATION #	4072586881	0	2021	5 INV P	96.20	021221	281116 SC8200044758-PUBLIC
	002471	CINTAS CORPORATION #	4072586918	0	2021	5 INV P	27.75	021221	281115 SC8200044758-PUBLIC
	002471	CINTAS CORPORATION #	4072586983	0	2021	5 INV P	90.40	021221	281115 SC: 8200044758-PUBLI
	002471	CINTAS CORPORATION #	4072587009	0	2021	5 INV P	53.60	021221	281115 SC8200044758-PUBLIC
	002471	CINTAS CORPORATION #	4072587083	0	2021	5 INV P	13.44	021221	281116 SC8200044758-PUBLIC
	002471	CINTAS CORPORATION #	4073242251	0	2021	5 INV P	64.25	021221	281116 SC8200044758-PUBLIC
	002471	CINTAS CORPORATION #	4073242340	0	2021	5 INV P	27.75	021221	281116 SC8200044758-PUBLIC
	002471	CINTAS CORPORATION #	4073242386	0	2021	5 INV P	77.40	021221	281116 SC8200044758-PUBLIC
	002471	CINTAS CORPORATION #	4073242507	0	2021	5 INV P	56.05	021221	281116 SC8200044758-PUBLIC
	002471	CINTAS CORPORATION #	407324533	0	2021	5 INV P	13.44	021221	281116 SC8200044758-PUBLIC
	002471	CINTAS CORPORATION #	4073898438	0	2021	5 INV P	77.40	021221	281116 SC8200044758-PUBLIC
	002471	CINTAS CORPORATION #	4073898505	0	2021	5 INV P	27.75	021221	281116 SC8200044758-PUBLIC
	002471	CINTAS CORPORATION #	4073898516	0	2021	5 INV P	132.66	021221	281116 SC8200044758-PUBLIC
	002471	CINTAS CORPORATION #	4073898561	0	2021	5 INV P	13.44	021221	281116 SC8200044758-PUBLIC
	002471	CINTAS CORPORATION #	4073898584	0	2021	5 INV P	46.60	021221	281116 SC8200044758-PUBLIC
	002471	CINTAS CORPORATION #	4074557277	0	2021	5 INV P	77.40	021221	281116 SC8200044758-PUBLIC
	002471	CINTAS CORPORATION #	4074557288	0	2021	5 INV P	113.61	021221	281116 SC8200044758-PUBLIC
	002471	CINTAS CORPORATION #	4074557373	0	2021	5 INV P	27.75	021221	281116 SC8200044758-PUBLIC
	002471	CINTAS CORPORATION #	4074557524	0	2021	5 INV P	13.44	021221	281116 SC8200044758-PUBLIC
	002471	CINTAS CORPORATION #	4074557562	0	2021	5 INV P	46.60	021221	281116 SC8200044758-PUBLIC
	002471	CINTAS CORPORATION #	4075201500	0	2021	5 INV P	113.39	021221	281116 SC8200044758-PUBLIC
	002471	CINTAS CORPORATION #	4075201527	0	2021	5 INV P	77.40	021221	281116 SC8200044758-PUBLIC
	002471	CINTAS CORPORATION #	4075201687	0	2021	5 INV P	46.60	021221	281117 SC8200044758-PUBLIC
	002471	CINTAS CORPORATION #	4075201732	0	2021	5 INV P	13.44	021221	281116 SC8200044758-PUBLIC

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5												
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
										1,648.23		
ACCOUNT TOTAL										1,648.23		
ORG 001201 TOTAL										10,362.44		
001202 STREET LIGHTS												
001 -03-05-202-03-630500- ELECTRICITY												
003700 MS POWER COMPANY		E2021-10	MP1202	0	2021	5	INV	P	101,466.25	021221	281220 ELECTRICITY 12/15/2	
003873 PEARL RIVER VALLEY E		2021-8	1202	0	2021	5	INV	P	5,805.43	021221	281236 ST LIGHTS PRVE 12/2	
003873 PEARL RIVER VALLEY E		2021-9	1202	0	2021	5	INV	P	2,581.24	021221	281236 ELECTRICITY ST LIGH	
003873 PEARL RIVER VALLEY E		E2021-9	PRVE1202	0	2021	5	INV	P	662.81	021221	281236 ELECTRICITY 12/31/2	
										9,049.48		
004282 SOUTHERN PINE ELECTR E2021-8 1202										95.31	021221	281267 ELECTRICITY STREET
004282 SOUTHERN PINE ELECTR		E2021-9	SOP1202	0	2021	5	INV	P	1,312.93	021221	281267 ELECTRICITY 1/5/21-	
										1,408.24		
ACCOUNT TOTAL										111,923.97		
ORG 001202 TOTAL										111,923.97		
001203 ENGR/PUBLIC SER												
001 -01-04-203-01-508000- COMPUTER SUPPLIES												
002613 DAKTECH COMPUTERS		0341207			202751	2021	5	INV	P	2,499.00	021221 281125 PCS - MASS TRANSIT	
ACCOUNT TOTAL										2,499.00		
001 -01-04-203-01-601500- ENGINEERING												
003385 LANDRY LEWIS GERMANY CN		20-3813		0	2021	5	INV	P	2,500.00	021221	281196 FIRE STATION #1 INV	
003764 NEEL-SCHAFFER INC		1069504		0	2021	5	INV	P	9,166.67	021221	281225 MB 2017-486 MS4 PRO	
ACCOUNT TOTAL										11,666.67		
001 -01-04-203-01-607000- POSTAGE												
002798 FEDERAL EXPRESS		7-273-23514		0	2021	5	INV	P	26.22	021221	281151 HALL AVE OVERPASS-E	
ACCOUNT TOTAL										26.22		
001 -01-04-203-01-620000- PRINTING												
004050 RICOH CORP		5061284352		0	2021	5	INV	P	156.48	021221	281249 CHARGES FOR PRODUCT	
ACCOUNT TOTAL										156.48		
001 -01-04-203-01-630000- GAS												
004321 SPIRE ENERGY		G2021-8	1203	0	2021	5	INV	P	256.24	021221	281270 GAS 12/3/20-1/5/21	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL				256.24		
001 -01-04-203-01-630500-003700	MS POWER COMPANY	E2021-10	1203	0	ELECTRICITY 2021 5 INV P				317.60	021221	281220 ELECTRICITY 12/15/2
					ACCOUNT TOTAL				317.60		
001 -01-04-203-01-639400-003040	HAVARD PEST CONTROL	L2021-6		0	DISINFECT./EXTERMINATION 2021 5 INV P				55.00	021221	281168 PEST CONTROL
					ACCOUNT TOTAL				55.00		
001 -01-04-203-01-687000-002037	AB SUPPORT SERVICES	010093		0	CUSTODIAL SERVICE 2021 5 INV P				425.00	021221	281074 MB-2020-957 JANITOR
					ACCOUNT TOTAL				425.00		
					ORG 001203 TOTAL				15,402.21		
001204		SHOP DIVISION									
001 -01-05-204-01-559000-002413	CARQUEST AUTO PARTS	14758-153722		220449	OTHER OPERATING MATL/SPLY 2021 5 INV P				47.98	021221	281109 SHOP SUPPLIES
					ACCOUNT TOTAL				47.98		
001 -01-05-204-01-570000-002166	AUTO ARMATURE SERVIC	23640		220145	MTR VEHICLE REP. PTS/SPL 2021 5 INV P				141.95	021221	281088 SHOP BATTERY
					ACCOUNT TOTAL				141.95		
001 -01-05-204-01-630000-004321	SPIRE ENERGY	G2021-8	1204	0	GAS 2021 5 INV P				2,028.58	021221	281270 GAS 12/3/20-1/5/21
					ACCOUNT TOTAL				2,028.58		
001 -01-05-204-01-630500-003700	MS POWER COMPANY	E2021-10	1204	0	ELECTRICITY 2021 5 INV P				47.76	021221	281220 ELECTRICITY 12/15/2
					ACCOUNT TOTAL				47.76		
001 -01-05-204-01-643000-002471	CINTAS CORPORATION #	4075201600		0	UNIFORM RENT 2021 5 INV P				92.06	021221	281117 UNIFORM RENTAL/PW S
					ACCOUNT TOTAL				92.06		
					ORG 001204 TOTAL				2,358.33		
001205		G O & F S DIV.									
001 -01-05-205-01-604900-003186	INSTALLATION PLUS	6056		204504	OTHER PROFESSIONAL SERV. 2021 5 INV P				1,790.00	021221	281180 ANNUAL MDEQ INSPECT
003918	PINE BELT OIL COMPAN	1508656		0	2021 5 INV P				384.19	021221	281241 GAS CARD/SANIT. & P

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION		
				ACCOUNT TOTAL			2,174.19				
001 -01-05-205-01-630500-003700 MS POWER COMPANY		E2021-10 MP1205	0	ELECTRICITY 2021 5 INV P			63.43	021221	281220 ELECTRICITY 12/15/2		
				ACCOUNT TOTAL			63.43				
				ORG 001205 TOTAL			2,237.62				
001206		DRAINAGE DIV.									
001 -01-05-206-01-606000-002160 AT&T MOBILITY		ACCTX02052021(2)	0	TELEPHONE AND TELEGRAPH 2021 5 INV P			1,789.05	021221	281087 2016-287/PW/WIRELES		
				ACCOUNT TOTAL			1,789.05				
001 -01-05-206-01-729500-003764 NEEL-SCHAFFER INC		1069467	0	OTHER IMPROVEMENTS 2021 5 INV P			14,231.82	021221	281225 MB 2011-4/307 HARDY		
004197 SHOWS DEARMAN & WAIT		21842	0	2021 5 INV P			2,997.50	021221	281261 MB 2012-1/34-ELAINE		
004197 SHOWS DEARMAN & WAIT		21843	0	2021 5 INV P			115.00	021221	281261 MB 2012-1/34 100 S		
004197 SHOWS DEARMAN & WAIT		21844	0	2021 5 INV P			5,270.00	021221	281261 MB 2012-1/34-S 37TH		
004197 SHOWS DEARMAN & WAIT		21845	0	2021 5 INV P			3,157.50	021221	281261 MB 2012-1/34 DRAINAGE		
							11,540.00				
047003 GULF SOUTH CONS		HARDY & CONCERT #4	0	2021 5 INV P			77,617.38	021221	281164 MB 2020-192 HARDY S		
				ACCOUNT TOTAL			103,389.20				
				ORG 001206 TOTAL			105,178.25				
001207		CONSTRUCTION									
001 -01-05-207-01-559000-002714 ECONOMY SUPPLY CO		049500	220484	OTHER OPERATING MATL/SPLY 2021 5 INV P			155.40	021221	281140 MAX FILL FOAM/TWIN		
003742 N & H ELECTRONIC DIS		97583	220427	2021 5 INV P			57.51	021221	281222 TV WALL MOUNT/CONST		
				ACCOUNT TOTAL			212.91				
001 -01-05-207-01-565000-004176 SHERWIN-WILLIAMS COM		6317-9	220519	PAINT AND PAINTING SPLY. 2021 5 INV P			48.89	021221	281260 CLEAR COAT/TWIN FOR		
				ACCOUNT TOTAL			48.89				
001 -01-05-207-01-570000-002679 DOSSETT GMC CADILLAC		60992	220331	MTR VEHICLE REP. PTS/SPL 2021 5 INV P			208.08	021221	281139 MOUNT ENGINE/CONST		
				ACCOUNT TOTAL			208.08				
001 -01-05-207-01-604900-004057 RJ YOUNG COMPANY		4057716	0	OTHER PROFESSIONAL SERV. 2021 5 INV P			222.37	021221	281251 CANON/CANON IR ADV		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
ACCOUNT TOTAL							222.37				
ORG 001207 TOTAL							692.25				
001220 SANITATION DIV.											
001 -01-05-220-01-559001- OTHER OPERATING SPLY-RECYCLING											
004030 REPUBLIC SERVICES IN		0991-000318890	220071	2021	5	INV P	1,971.60	021221	281248	RECYCLE COLLECTION	
ACCOUNT TOTAL							1,971.60				
001 -01-05-220-01-570000- MTR VEHICLE REP. PTS/SPL											
002252 BIG IRON DIESEL REPA		R04390	220398	2021	5	INV P	509.98	021221	281094	SANITATION DEPT. PA	
002738 EMPIRE TRUCK SALES (		CE006175371	220441	2021	5	INV P	395.24	021221	281146	SANITATION AIR SUSP	
003114 HOL-MAC CORPORATION		370992	203591	2021	5	INV P	180.59	021221	281173	PIN CYLINDER REPAIR	
ACCOUNT TOTAL							1,085.81				
001 -01-05-220-01-630500- ELECTRICITY											
003700 MS POWER COMPANY		E2021-10 MP1220	0	2021	5	INV P	97.08	021221	281220	ELECTRICITY 12/15/2	
ACCOUNT TOTAL							97.08				
001 -01-05-220-01-643000- UNIFORM RENT											
002471 CINTAS CORPORATION #		4074557559	0	2021	5	INV P	203.69	021221	281115	SC:8200044758-SANIT	
002471 CINTAS CORPORATION #		4075201651	0	2021	5	INV P	27.82	021221	281117	SC: 8200044758 SANI	
002471 CINTAS CORPORATION #		4075201832	0	2021	5	INV P	218.03	021221	281117	SC:8200044758 SANIT	
							449.54				
ACCOUNT TOTAL							449.54				
001 -01-05-220-01-643500- MOP-MAT-RAG RENT											
002471 CINTAS CORPORATION #		4074557499	0	2021	5	INV P	27.82	021221	281115	SC:8200044758 SANIT	
ACCOUNT TOTAL							27.82				
001 -01-05-220-01-688000- TIPPING FEES											
003920 PINE BELT REGIONAL S		STATEMENT 1/31/21	0	2021	5	INV P	36,982.45	021221	281242	SANIT. MB-197-1/451	
ACCOUNT TOTAL							36,982.45				
001 -01-05-220-01-689000- RECYCLING FEES											
004030 REPUBLIC SERVICES IN		0991-000318890	220071	2021	5	INV P	1,274.00	021221	281248	RECYCLE COLLECTION	
ACCOUNT TOTAL							1,274.00				
ORG 001220 TOTAL							41,888.30				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001250 HEALTH DIVISION											
001 -01-05-250-01-575500-002304 BRACKMAN MOWER WAREH 1373					220548	2021	5	IN	P	PTS/SPL	
									147.09	021221	281097 PARTS FOR LAWNMOWER
002413 CARQUEST AUTO PARTS 14758-153540					220391	2021	5	IN	P		
									345.32	021221	281109 FILTERS/LAWNMOWERS
									ACCOUNT TOTAL		492.41
									ORG 001250 TOTAL		492.41
001280 HUMAN/SOC.ASST											
001 -01-02-280-01-682022-003874 PEARL TO LEAF RIVER 020121					0	2021	5	IN	P		
									112,500.00	021221	281237 1/4 MILL CONTRIBUTI
									ACCOUNT TOTAL		112,500.00
									ORG 001280 TOTAL		112,500.00
001460 CAPITAL LEASES											
001 -01-12-460-01-851900-002188 BANC OF AMERICA PUBL R87939					0	2021	5	IN	P	IMPR	
									199,970.55	M000027	1000016 PRIN/INT PYMT DUE 2
									ACCOUNT TOTAL		199,970.55
001 -01-12-460-01-861900-002188 BANC OF AMERICA PUBL R87939					0	2021	5	IN	P	IMPR	
									84,440.45	M000027	1000016 PRIN/INT PYMT DUE 2
									ACCOUNT TOTAL		84,440.45
									ORG 001460 TOTAL		284,411.00
001551 AIRPORT DIV.											
001 -01-05-551-01-630000-004321 SPIRE ENERGY G2021-8 1151					0	2021	5	IN	P	GAS	
									34.32	021221	281270 GAS 12/3/20-1/5/21
									ACCOUNT TOTAL		34.32
									ORG 001551 TOTAL		34.32
001553 CEMETERY DIV											
001 -01-07-553-01-570000-002413 CARQUEST AUTO PARTS 14758-153997					220561	2021	5	IN	P	PTS/SPL	
									81.39	021221	281109 MOTOR VEHICLE REPAI
									ACCOUNT TOTAL		81.39
001 -01-07-553-01-575500-003034 HATTIESBURG HYDRAULI 87957					220560	2021	5	IN	P	PTS/SPL	
									73.93	021221	281167 AGRICULTURE REPAIRS
									ACCOUNT TOTAL		73.93
001 -01-07-553-01-604900- OTHER PROFESSIONAL SERV.											

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
003634	MOLLY MAID	02012021		0	2021	5	INV P	245.00	021221	281215 MINUTE BOOK#2005-2/
							ACCOUNT TOTAL	245.00		
001	-01-07-553-01-630000-						GAS			
004321	SPIRE ENERGY	G2021-8	1553	0	2021	5	INV P	217.38	021221	281270 GAS 12/3/20-1/5/21
							ACCOUNT TOTAL	217.38		
001	-01-07-553-01-630500-						ELECTRICITY			
003700	MS POWER COMPANY	E2021-10	MP1553	0	2021	5	INV P	572.90	021221	281220 ELECTRICITY 12/15/2
003873	PEARL RIVER VALLEY E	2021-8	1553	0	2021	5	INV P	44.01	021221	281236 CEME PRVE 12/22-1/2
003873	PEARL RIVER VALLEY E	2021-9	1553	0	2021	5	INV P	38.87	021221	281236 ELECTRICITY CEMETER
								82.88		
							ACCOUNT TOTAL	655.78		
							ORG 001553	TOTAL	1,273.48	
001560							PARKING OPER.			
001	-01-01-560-01-630500-						ELECTRICITY			
003700	MS POWER COMPANY	E2021-10	1560	0	2021	5	INV P	1,136.43	021221	281220 ELECTRICITY 12/15/2
							ACCOUNT TOTAL	1,136.43		
001	-01-01-560-01-640200-						PARKING GARAGE/LOT RENT			
004530	V F W OF THE US	0000		0	2021	5	INV P	75.00	021221	281298 V F W FEB PARKING M
							ACCOUNT TOTAL	75.00		
							ORG 001560	TOTAL	1,211.43	
FUND 001 REVENUES								TOTAL:	2,348,562.23	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002000				PKS/REC FUND BALANCE SHEET							
002 -00-00-000-00-011801-				INTERCOMPANY CLAIMS FUND							
001005	CITY OF HATTIESBURG	TRF 2/12/21	PR3	0	2021	5	INV	P	61,427.20		2000004 TRF 2/12/21 PAYROLL
				ACCOUNT TOTAL					61,427.20		
				ORG 002000 TOTAL					61,427.20		
002300				PKS/REC-RECREATION MAINT. DIV.							
002 -05-07-300-05-510000-				CLEANING/JANITORIAL SPLY							
003772	NEWELL PAPER COMPANY	4101073		220389	2021	5	INV	P	183.15	021221	281228 P&R GRNDS FLOOR MAT
				ACCOUNT TOTAL					183.15		
002 -05-07-300-05-513000-				CHEMICALS							
047024	GREENPOINT AG HOLDIN	1025856		220354	2021	5	INV	P	1,525.00	021221	281161 P&R HWY 49 CHEMICAL
047024	GREENPOINT AG HOLDIN	1030177		220266	2021	5	INV	P	870.00	021221	281161 GROUNDS MAINT-CHEMI
									2,395.00		
				ACCOUNT TOTAL					2,395.00		
002 -05-07-300-05-525000-				GAS AND OIL							
001002	CITY OF HATTIESBURG	2/1/21		0	2021	5	INV	P	3,218.02	021221	281118 TRF FOR FUEL USAGE
				ACCOUNT TOTAL					3,218.02		
002 -05-07-300-05-525500-				LUBRICANTS							
002304	BRACKMAN MOWER WAREH	1210		220392	2021	5	INV	P	305.88	021221	281097 P&R GRNDS LUBRICANT
002413	CARQUEST AUTO PARTS	14758153664		220390	2021	5	INV	P	212.52	021221	281109 P&R GRNDS LUBRICANT
				ACCOUNT TOTAL					518.40		
002 -05-07-300-05-525700-				DIESEL FUEL							
001002	CITY OF HATTIESBURG	2/1/21		0	2021	5	INV	P	115.00	021221	281118 TRF FOR FUEL USAGE
				ACCOUNT TOTAL					115.00		
002 -05-07-300-05-541500-				SAND, CLAY, GRVL, FILL DIRT							
002359	BURGE EXCAVATING & G	1573		220276	2021	5	INV	P	1,875.00	021221	281101 GRNDS MAINT-BALLFIE
				ACCOUNT TOTAL					1,875.00		
002 -05-07-300-05-546000-				MINOR EQUIPMENT							
002492	CLEMTS HARDWARE	126663		220051	2021	5	INV	P	111.96	021221	281119 GROUNDS-MINOR EQUIP
002492	CLEMTS HARDWARE	126712		220418	2021	5	INV	P	24.90	021221	281119 P&R TATUM SOCCER NA
002492	CLEMTS HARDWARE	126713		220381	2021	5	INV	P	239.94	021221	281119 P&R GRNDS MINOR EQU
002492	CLEMTS HARDWARE	126714		220359	2021	5	INV	P	717.76	021221	281119 P&R GRNDS MINOR EQU
002492	CLEMTS HARDWARE	126715		220377	2021	5	INV	P	419.78	021221	281119 P&R: GRNDS MINOR EQ

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
								1,514.34		
ACCOUNT TOTAL								1,514.34		
002 -05-07-300-05-551000- 002177 B S N SPORTS		911483188	220236	2021	5	INV	P	992.00	021221	281090 KAMPER PARK TENNIS
002670 DOGIPOT (PROPET DIST		133217	220355	2021	5	INV	P	473.72	021221	281137 P&R: DOG PARK-LITTE
ACCOUNT TOTAL								1,465.72		
002 -05-07-300-05-560000- 002714 ECONOMY SUPPLY CO		049129	220433	2021	5	INV	P	686.70	021221	281140 P&R TATUM SOCCER BL
003543 MCELHANEY PLUMBING I		287023	220413	2021	5	INV	P	999.90	021221	281210 P&R TATUM SOCCER FO
ACCOUNT TOTAL								1,686.60		
002 -05-07-300-05-560500- 002567 COURTNEY'S RESTAURAN		13886	220425	2021	5	INV	P	1,376.03	021221	281122 P&R TATUM SOCCER IC
002901 GILKEY ELECTRIC SUPP		334182	220295	2021	5	INV	P	146.00	021221	281158 P&R EASTSIDE PARK E
ACCOUNT TOTAL								1,522.03		
002 -05-07-300-05-565000- 004176 SHERWIN-WILLIAMS COM		96486	220426	2021	5	INV	P	2,157.80	021221	281260 P&R TATUM SOCCER PA
ACCOUNT TOTAL								2,157.80		
002 -05-07-300-05-570000- 002166 AUTO ARMATURE SERVIC		23756	220378	2021	5	INV	P	139.95	021221	281088 P&R TRK UNIT 11214:
002413 CARQUEST AUTO PARTS		14758153283	220283	2021	5	INV	P	109.64	021221	281109 GRNDS MAINT TRUCK 1
004299 SOUTHERN TIRE MART L		2520054021	220376	2021	5	INV	P	746.72	021221	281268 P&R TRK 18561-TIRE
ACCOUNT TOTAL								996.31		
002 -05-07-300-05-575500- 002304 BRACKMAN MOWER WAREH		1210	220392	2021	5	INV	P	1,046.60	021221	281097 P&R GRNDS LUBRICANT
003615 MISSISSIPPI AG COMPA		P58250	204460	2021	5	INV	P	207.26	021221	281214 P & R #8446 REPAIR
ACCOUNT TOTAL								1,253.86		
002 -05-07-300-05-612000- 002670 DOGIPOT (PROPET DIST		133217	220355	2021	5	INV	P	32.63	021221	281137 P&R: DOG PARK-LITTE
ACCOUNT TOTAL								32.63		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002	-05-07-300-05-630500-	003700 MS POWER COMPANY	E2021-10 MP2300	0	ELECTRICITY	2021	5 INV P	1,477.81	021221	281220 ELECTRICITY 12/15/2
					ACCOUNT TOTAL			1,477.81		
002	-05-07-300-05-635500-	002567 COURTNEY'S RESTAURAN	13886	220425	ELECTRICAL R&M	2021	5 INV P	360.00	021221	281122 P&R TATUM SOCCER IC
		002672 DOLEAC ELECTRIC CO I	H24434	0		2021	5 INV P	190.00	021221	281138 P&R TATUM SOCCER FI
					ACCOUNT TOTAL			550.00		
002	-05-07-300-05-638000-	003242 JEFCOAT FENCE OF HAT	0022763	220079	FIXED EQUIPMENT R&M	2021	5 INV P	2,265.19	021221	281188 JAYCEE PARK-FENCE R
					ACCOUNT TOTAL			2,265.19		
002	-05-07-300-05-638400-	002166 AUTO ARMATURE SERVIC	23756	220378	MOTOR VEHICLE EQ. R&M	2021	5 INV P	60.00	021221	281088 P&R TRK UNIT 11214:
		004299 SOUTHERN TIRE MART L	2520053901	220356		2021	5 INV P	19.95	021221	281268 P&R TRK UNIT 21153-
		004299 SOUTHERN TIRE MART L	2520054021	220376		2021	5 INV P	437.95	021221	281268 P&R TRK 18561-TIRE
								457.90		
					ACCOUNT TOTAL			517.90		
002	-05-07-300-05-643000-	002471 CINTAS CORPORATION #	4074334254	0	UNIFORM RENT	2021	5 INV P	132.92	021221	281115 P&R UNIFORM RENTAL
					ACCOUNT TOTAL			132.92		
002	-05-07-300-05-644900-	002471 CINTAS CORPORATION #	4074333947	0	OTHER RENT	2021	5 INV P	19.51	021221	281115 P&R MAT RENTAL 8200
		004281 SOUTHERN ON SITE STO	73889	220385		2021	5 INV P	1,007.93	021221	281266 P&R TSP PORTABLE TO
					ACCOUNT TOTAL			1,027.44		
002	-05-07-300-05-699900-	003331 KINSEY WELDING	5213	0	SERVICES NOT SPECIFIED	2021	5 INV P	325.00	021221	281191 P&R TATUM SOCCER-GO
					ACCOUNT TOTAL			325.00		
					ORG 002300 TOTAL			25,230.12		
002315					PKS/REC-REC.ADMIN/COM.REL.					
002	-05-07-315-05-525000-	001002 CITY OF HATTIESBURG	2/1/21	0	GAS AND OIL	2021	5 INV P	102.76	021221	281118 TRF FOR FUEL USAGE
					ACCOUNT TOTAL			102.76		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002 -05-07-315-05-570000-						MTR	VEHICLE	REP.	PTS/SPL		
002035	AAMCO TRANSMISSION (	1143510	220179	2021	5	INV	P		1,025.25	021221	281073 REPAIR 2012 DODGE D
002035	AAMCO TRANSMISSION (	1143511	220415	2021	5	INV	P		997.44	021221	281073 REPAIRS FOR PARKS &
									2,022.69		
002413	CARQUEST AUTO PARTS	14758-152756	220113	2021	5	INV	P		16.85	021221	281109 OIL CHANGE FOR 2012
									ACCOUNT TOTAL		2,039.54
002 -05-07-315-05-604900-						OTHER	PROFESSIONAL	SERV.			
002666	DIXIE YOUTH BASEBALL	1558	0	2021	5	INV	P		15,000.00		2000005 OPERATING AGREEMENT
002965	GUTHRIE, JONI S	2/4/21	0	2021	5	INV	P		180.00	021221	281165 1/25/-2/4/21
003508	MARTIN, MAGDALINE	2/4/21	0	2021	5	INV	P		48.00	021221	281209 1/25-2/4/21
003787	NOON DAY OPTIMIST CL	1559	0	2021	5	INV	P		12,200.00		2000006 OPERATING AGREEMENT
004162	SHABAZZ, AMATULLAH	2/4/21	0	2021	5	INV	P		48.00	021221	281258 1/25-2/4/21
004323	SPORTS ILLUSTRATED P	506385	0	2021	5	INV	P		100.00	021221	281271 REG. FEES FOR ADULT
004564	WALCK, SUSAN A	2/4/21	0	2021	5	INV	P		80.00	021221	281301 1/25-2/4/21
047117	ABIGAIL L ALLEN	12142020	0	2021	5	INV	P		1,300.00	021221	281075 VIRTUAL ART CLASSES
047117	ABIGAIL L ALLEN	212021	0	2021	5	INV	P		150.00	021221	281075 P&R H'BURG COMM. AR
									1,450.00		
									ACCOUNT TOTAL		29,106.00
002 -05-07-315-05-630000-						GAS					
004321	SPIRE ENERGY	G2021-8 2315	0	2021	5	INV	P		830.74	021221	281270 GAS 12/3/20-1/5/21
									ACCOUNT TOTAL		830.74
002 -05-07-315-05-630500-						ELECTRICITY					
003700	MS POWER COMPANY	E2021-10 MP2315	0	2021	5	INV	P		5,302.92	021221	281220 ELECTRICITY 12/15/2
									ACCOUNT TOTAL		5,302.92
002 -05-07-315-05-639400-						DISINFECT./EXTERMINATION					
003040	HAVARD PEST CONTROL	L2021-6 2315	0	2021	5	INV	P		125.00	021221	281168 PEST CONTROL
									ACCOUNT TOTAL		125.00
						ORG 002315	TOTAL		37,506.96		
									FUND 002 PARKS & RECREATION FUND	TOTAL:	124,164.28

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
005160								H.M.F.P.FUND-FIRE DIVISION	
005 -02-03-160-02-735500-								COMMUNICATION EQUIPMENT	
002179 BACKDRAFT OPCO, LLC	INV2100223	0	2021	5	INV P	10,190.00	021221	281091	MB #2020-18 FIRE SO
						ACCOUNT TOTAL			10,190.00
						ORG 005160	TOTAL		10,190.00
005460								H.M.F.P.FUND-CAPITAL LEASES	
005 -02-03-460-02-852800-								FIRE TRUCKS LEASE-'18	
004473 TRUSTMARK NATIONAL B	1/18/21	0	2021	5	INV P	5,163.70	M000023	5000001	PRIN/INT PYMT 1/18
						ACCOUNT TOTAL			5,163.70
005 -02-03-460-02-862800-								FIRE TRUCKS LEASE-'18	
004473 TRUSTMARK NATIONAL B	1/18/21	0	2021	5	INV P	672.87	M000023	5000001	PRIN/INT PYMT 1/18
						ACCOUNT TOTAL			672.87
						ORG 005460	TOTAL		5,836.57
FUND 005 HATT.MUNICIPAL FIRE PROTECTION						TOTAL:			16,026.57

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION	
006000				PAYROLL FUND	BALANCE SHEET						
006 -00-00-000-00-113718-					Y.M.C.A.						
002783 FAMILY Y, THE (YMCA) YMCA2				0	2021	5	INV P	458.00	021221	281150	YMCA FEBRUARY 2021
ACCOUNT TOTAL								458.00			
ORG 006000 TOTAL								458.00			
FUND 006		PAYROLL FUND			TOTAL:			458.00			

[illegible]

YEAR/PERIOD: 2021/5 TO 2021/5		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009 -06-08-660-06-687000-002037	AB SUPPORT SERVICES	010093	0	CUSTODIAL SERVICE 2021	5	INV P	550.00	021221	281074 MB-2020-957 JANITOR
ACCOUNT TOTAL							550.00		
ORG 009660 TOTAL							3,045.52		
009672				W&S O&M-WATER TRANSMISSION DIV					
009 -06-08-672-06-525000-001002	CITY OF HATTIESBURG	2/1/21	0	GAS AND OIL 2021	5	INV P	3,303.47	021221	281118 TRF FOR FUEL USAGE
ACCOUNT TOTAL							3,303.47		
009 -06-08-672-06-525700-001002	CITY OF HATTIESBURG	2/1/21	0	DIESEL FUEL 2021	5	INV P	75.34	021221	281118 TRF FOR FUEL USAGE
ACCOUNT TOTAL							75.34		
009 -06-08-672-06-561000-002442	CENTRAL PIPE SUPPLY	S100241834.001	220029	PLUMBING SUPPLIES 2021	5	INV P	5,230.65	021221	281110 BADGER METERS FOR W
ACCOUNT TOTAL							5,230.65		
009 -06-08-672-06-636000-003649	MORGAN, C J INC	2020000	0	STREETS & STRUCTURES R&M 2021	5	INV P	51,826.05	021221	281217 MB2020-179:WATER RE
003649	MORGAN, C J INC	2021003	0	2021	5	INV P	12,287.70	021221	281217 MB2020-179:WATER RE
							64,113.75		
ACCOUNT TOTAL							64,113.75		
ORG 009672 TOTAL							72,723.21		
009673				W&S O&M-WATER PLANT DIVISION					
009 -06-08-673-06-501000-003772	NEWELL PAPER COMPANY	4099828	220055	OTHER EXPENDABLE OFF.SPL 2021	5	INV P	266.89	021221	281228 CENTERPULL,HH TOWEL
003809	OFFICE DEPOT INC	2467187483	220307	2021	5	INV P	371.27	021221	281230 PRINTER AND INK FOR
ACCOUNT TOTAL							638.16		
009 -06-08-673-06-513000-003179	INDUSTRIAL CHEMICALS	480529	0	CHEMICALS 2021	5	INV P	162.00	021221	281179 50LB BAGS OF LIME F
ACCOUNT TOTAL							162.00		
009 -06-08-673-06-525000-001002	CITY OF HATTIESBURG	2/1/21	0	GAS AND OIL 2021	5	INV P	375.26	021221	281118 TRF FOR FUEL USAGE
ACCOUNT TOTAL							375.26		
009 -06-08-673-06-525700-				DIESEL FUEL					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR INVOICE		PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
001002	CITY OF HATTIESBURG	2/1/21		0	2021 5 INV P	1,018.01 021221	281118	TRF FOR FUEL USAGE
					ACCOUNT TOTAL	1,018.01		
009 -06-08-673-06-604900-					OTHER PROFESSIONAL SERV.			
002288	BONNER ANALYTICAL TE	73375		0	2021 5 INV P	1,325.00 021221	281096	FEBRUARY 2021 COLIF
					ACCOUNT TOTAL	1,325.00		
009 -06-08-673-06-630000-					GAS			
004321	SPIRE ENERGY	G2021-8 96732		0	2021 5 INV P	501.57 021221	281270	GAS 12/3/20-1/5/21
					ACCOUNT TOTAL	501.57		
009 -06-08-673-06-630500-					ELECTRICITY			
003700	MS POWER COMPANY	E2021-10 MP9673		0	2021 5 INV P	4,775.79 021221	281220	ELECTRICITY 12/15/2
003873	PEARL RIVER VALLEY E	2021-8 9673		0	2021 5 INV P	172.33 021221	281236	WATER PLANT PRVE 12
003873	PEARL RIVER VALLEY E	2021-9 9673		0	2021 5 INV P	70.24 021221	281236	ELECTRICITY WATER P
003873	PEARL RIVER VALLEY E	E2021-9 PRVE9673		0	2021 5 INV P	5,609.19 021221	281236	ELECTRICITY 12/31/2
						5,851.76		
					ACCOUNT TOTAL	10,627.55		
009 -06-08-673-06-643500-					MOP-MAT-RAG RENT			
002471	CINTAS CORPORATION #	4074558895		0	2021 5 INV P	21.88 021221	281115	SC#8200044758:MOPS
002471	CINTAS CORPORATION #	4075202938		0	2021 5 INV P	21.88 021221	281117	SC#8200044758--MOPS
						43.76		
					ACCOUNT TOTAL	43.76		
009 -06-08-673-06-687000-					CUSTODIAL SERVICE			
002136	ANOINTED HANDS SERVI	6833		0	2021 5 INV P	488.00 021221	281084	JANITORIAL SERVICE
					ACCOUNT TOTAL	488.00		
					ORG 009673 TOTAL	15,179.31		
009676					W&S O&M-SEWER DIVISION			
009 -06-08-676-06-525000-					GAS AND OIL			
001002	CITY OF HATTIESBURG	2/1/21		0	2021 5 INV P	444.60 021221	281118	TRF FOR FUEL USAGE
					ACCOUNT TOTAL	444.60		
009 -06-08-676-06-525700-					DIESEL FUEL			
001002	CITY OF HATTIESBURG	2/1/21		0	2021 5 INV P	504.66 021221	281118	TRF FOR FUEL USAGE
					ACCOUNT TOTAL	504.66		
009 -06-08-676-06-570000-					MTR VEHICLE REP. PTS/SPL			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION	
003034	HATTIESBURG HYDRAULI	87853	220395	2021	5	INV P	120.68	021221	281167	REPAIR PARTS FOR JE	
ACCOUNT TOTAL							120.68				
ELECTRICITY											
009 -06-08-676-06-630500-	003700 MS POWER COMPANY	E2021-10 MP9676	0	2021	5	INV P	3,074.16	021221	281220	ELECTRICITY 12/15/2	
004282	SOUTHERN PINE ELECTR	E2021-8 9676	0	2021	5	INV P	758.43	021221	281267	ELECTRICITY SEWER 1	
004282	SOUTHERN PINE ELECTR	E2021-9 SOP9676	0	2021	5	INV P	1,173.95	021221	281267	ELECTRICITY 1/5/21-	
							1,932.38				
ACCOUNT TOTAL							5,006.54				
STREETS & STRUCTURES R&M											
009 -06-08-676-06-636000-	004058 RJM MCQUEEN CONTRACT	2329	0	2021	5	INV P	18,434.00	021221	281252	MB2020-179:SEWER RE	
	004058 RJM MCQUEEN CONTRACT	2331	0	2021	5	INV P	8,019.50	021221	281252	MB2020-179:SEWER RE	
	004058 RJM MCQUEEN CONTRACT	2332	0	2021	5	INV P	15,182.70	021221	281252	MB2020-179:SEWER RE	
	004058 RJM MCQUEEN CONTRACT	2333	0	2021	5	INV P	4,538.22	021221	281252	MB2020-179: SEWER R	
							46,174.42				
ACCOUNT TOTAL							46,174.42				
ORG 009676 TOTAL							52,250.90				
W&S O&M-SEWER LAGOON DIV.											
009677	009 -06-08-677-06-525000-			GAS AND OIL							
	001002 CITY OF HATTIESBURG	2/1/21	0	2021	5	INV P	56.45	021221	281118	TRF FOR FUEL USAGE	
ACCOUNT TOTAL							56.45				
DIESEL FUEL											
009 -06-08-677-06-525700-	001002 CITY OF HATTIESBURG	2/1/21	0	2021	5	INV P	215.88	021221	281118	TRF FOR FUEL USAGE	
ACCOUNT TOTAL							215.88				
OTHER PROFESSIONAL SERV.											
009 -06-08-677-06-604900-	002288 BONNER ANALYTICAL TE	73357	0	2021	5	INV P	2,375.83	021221	281096	JAN 21 MONITORING O	
ACCOUNT TOTAL							2,375.83				
ELECTRICITY											
009 -06-08-677-06-630500-	003700 MS POWER COMPANY	E2021-10 MP9677	0	2021	5	INV P	418.99	021221	281220	ELECTRICITY 12/15/2	
	003873 PEARL RIVER VALLEY E	2021-8 9677	0	2021	5	INV P	1,177.95	021221	281236	SEWER LAGOON PRVE 1	
	003873 PEARL RIVER VALLEY E	2021-9 9677	0	2021	5	INV P	620.47	021221	281236	ELECTRICITY SEWER L	
	003873 PEARL RIVER VALLEY E	E2021-9 PRVE9677	0	2021	5	INV P	2,760.73	021221	281236	ELECTRICITY 12/31/2	
							4,559.15				
ACCOUNT TOTAL							4,978.14				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION		
009 -06-08-677-06-638000-									
003348 L & A CONTRACTING CO	483-180	0	2021	5 INV P	34,845.00	021221	281193	MB2016-64:LAGOONS M	
				ACCOUNT TOTAL	34,845.00				
009 -06-08-677-06-643000-									
002471 CINTAS CORPORATION #	4074559131	0	2021	5 INV P	189.78	021221	281115	SC#8200044758:UNIFO	
002471 CINTAS CORPORATION #	4075203215	0	2021	5 INV P	189.78	021221	281117	SC#8200044758--UNIF	
					379.56				
				ACCOUNT TOTAL	379.56				
				ORG 009677 TOTAL	42,850.86				
FUND 009 WATER & SEWER OPERATION/MAINT.					TOTAL:	292,732.25			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
011000						WATER & SEWER BALANCE SHEET			
011	-00-00-000-00-102009-	001007	CITY OF HATTIESBURG	1/21 C	0	D/T W&S OPER/MAINT 2021 5 INV P	1,025,000.00	M000028	1100005 1/21 WATER DISTRIBU
						ACCOUNT TOTAL	1,025,000.00		
011	-00-00-000-00-102075-	001030	CITY OF HATTIESBURG	0/21 E	0	D/T W&S CONSTRUCTION 2021 5 INV P	137,234.19	M000028	1100009 1/21 WATER DISTRIBU
						ACCOUNT TOTAL	137,234.19		
011	-00-00-000-00-1020D -	001010	CITY OF HATTIESBURG	1/21 F	0	D/T W&SB&I '16 2021 5 INV P	228,000.00	M000028	1100008 1/21 WATER DISTRIBU
						ACCOUNT TOTAL	228,000.00		
011	-00-00-000-00-1020GO-	001008	CITY OF HATTIESBURG	1/2021 B	0	D/T W&SB&I '10 GO BONDS 2021 5 INV P	25,000.00	M000028	1100006 1/21 WATER COLLECTI
						ACCOUNT TOTAL	25,000.00		
011	-00-00-000-00-1020M -	001008	CITY OF HATTIESBURG	1/21 D	0	D/T W&SB&I (METER PROJ) 2021 5 INV P	58,333.33	M000028	1100007 1/21 WATER DISTRIBU
						ACCOUNT TOTAL	58,333.33		
011	-00-00-000-00-114000-	047113	LULA NETTLES CHANEY	012521 12513	0	METER SECURITY DEPOSITS 2021 5 INV P	6.00	021221	281203 MTR DEP REF 12513
		047114	SUSAN THAMES	011521 53821	0	2021 5 INV P	37.96	021221	281277 MTR DEP REF 53821
		047115	TONYA FONDREN	011521 74520	0	2021 5 INV P	14.96	021221	281285 MTR DEP REF 74520
		047116	PIERSON GILREATH	011521 75677	0	2021 5 INV P	20.96	021221	281238 MTR DEP REF 75677
		047118	TAYLOR KILMER	011521 78517	0	2021 5 INV P	20.96	021221	281279 MTR DEP REF 78517
		047119	TREMONT @ 22 APT	011521 78203	0	2021 5 INV P	75.00	021221	281288 MTR DEP REF 78203
		047120	TREMONT @ 22 APT	011521 78202	0	2021 5 INV P	.92	021221	281289 MTR DEP REF 78202
		047121	TREMONT @ 22 APT	011521 78182	0	2021 5 INV P	127.72	021221	281292 MTR DEP REF 78182
		047122	TREMONT @22 APT	011521 78191	0	2021 5 INV P	127.72	021221	281290 MTR DEP REF 78191
		047124	SHYQUATA MCALISTER	011521 80275	0	2021 5 INV P	2.20	021221	281262 MTR DEP REF 80275
		047125	CYNTHIA BEARD	011521 81508	0	2021 5 INV P	20.96	021221	281124 MTR DEP REF 81508
		047126	LAURINDA SANDERS	011521 80091	0	2021 5 INV P	75.00	021221	281198 MTR DEP REF 80091

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
047127	LULA NETTLES CHANEY	012521	12512	0	2021	5	INV	P	6.00	021221	281204 MTR DEP REF 12512
047128	CAROLYN BARNES	012521	13093	0	2021	5	INV	P	20.00	021221	281108 MTR DEP REF 13093
047129	FELIPA BAUTISTA	012521	57560	0	2021	5	INV	P	20.96	021221	281152 MTR DEP REF 57560
047130	EMMA HOGAN	012521	57999	0	2021	5	INV	P	20.96	021221	281145 MTR DEP REF 57999
047131	BOBBY STEVENS	012521	74868	0	2021	5	INV	P	37.96	021221	281095 MTR DEP REF 74868
047132	CIGI BROWN	012521	77676	0	2021	5	INV	P	75.00	021221	281113 MTR DEP REF 77676
047133	BRIANNA BUCKLEY	012521	79417	0	2021	5	INV	P	13.36	021221	281098 MTR DEP REF 79417
047134	ETHEL STOKES	012521	81773	0	2021	5	INV	P	20.96	021221	281149 MTR DEP REF 81773
047135	HAWKINS & CO PROPERT	012521	82089	0	2021	5	INV	P	24.72	021221	281169 MTR DEP REF 82089
047136	SARAH M MOORE	012521	82344	0	2021	5	INV	P	75.00	021221	281257 MTR DEP REF 82344
047156	WILLIAM W BAKER	02052021	1758	0	2021	5	INV	P	6.00	021221	281305 MTR DEP REF 1758
047157	WILLIAM K SCARBOROUGH	02052021	3315	0	2021	5	INV	P	6.00	021221	281304 MTR DEP REF 3315
047158	CARMEN MOORE	02052021	15117	0	2021	5	INV	P	40.00	021221	281106 MTR DEP REF 15117
047159	ANNIE BEAUGH	02052021	51857	0	2021	5	INV	P	40.00	021221	281083 MTR DEP REF 51857
047160	DAPHNE PATTON-WARNER	02052021	56433	0	2021	5	INV	P	75.00	021221	281127 MTR DEP REF 56433
047161	THOMAS G HOLBROOK	02052021	57016	0	2021	5	INV	P	20.96	021221	281283 MTR DEP REF 57016
047162	MS REGIONAL HSG AUTH	02052021	57688	0	2021	5	INV	P	75.00	021221	281221 MTR DEP REF 57688
047163	JERRY WALTMAN	02052021	62952	0	2021	5	INV	P	75.00	021221	281189 MTR DEP REF 62952
047164	LEVI WEEKS	02052021	72891	0	2021	5	INV	P	75.00	021221	281201 MTR DEP REF 72891
047165	CAROLINE NOVY	02052021	74411	0	2021	5	INV	P	20.96	021221	281107 MTR DEP REF 74411
047166	DAVID HIBBETS	02052021	74590	0	2021	5	INV	P	75.00	021221	281130 MTR DEP REF 74590
047167	JOSHUA HAYNES	02052021	74597	0	2021	5	INV	P	75.00	021221	281190 MTR DEP REF 74597
047168	ADDISON NELMS	02052021	76794	0	2021	5	INV	P	20.96	021221	281076 MTR DEP REF 76794
047169	DANIEL PREISS	02052021	78329	0	2021	5	INV	P	20.96	021221	281126 MTR DEP REF 78329
047170	JAMES S LEE	02052021	78462	0	2021	5	INV	P	20.96	021221	281184 MTR DEP REF 78462
047171	ERICA LAYTON	02052021	78801	0	2021	5	INV	P	75.00	021221	281148 MTR DEP REF 78801

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
047172	JASON DUNN	02052021 80020	0	2021	5	INV P	7.36 021221	281185	MTR DEP REF	80020	
047173	NEW GROWTH LLC	02052021 80721	0	2021	5	INV P	75.00 021221	281227	MTR DEP REF	80721	
047174	MARK BEAN	02052021 80927	0	2021	5	INV P	75.00 021221	281208	MTR DEP REF	80927	
047175	JASON P BROWN	02052021 82061	0	2021	5	INV P	75.00 021221	281186	MTR DEP REF	82061	
047176	SUZIE CUNNINGHAM	02052021 81000	0	2021	5	INV P	75.00 021221	281278	MTR DEP REF	81000	
047177	LAUREN ROOSA WISE	02052021 81213	0	2021	5	INV P	7.36 021221	281197	MTR DEP REF	81213	
047178	SANDRA ALBERT	02052021 81826	0	2021	5	INV P	20.96 021221	281256	MTR DEP REF	81826	
047179	LEROY MARTIN JR	02052021 81784	0	2021	5	INV P	20.96 021221	281200	MTR DEP REF	81784	
047180	THE REMIX FURNITURE	02052021 82671	0	2021	5	INV P	36.66 021221	281282	MTR DEP REF	82671	
047181	COLE MCSWAIN	02052021 82293	0	2021	5	INV P	20.96 021221	281120	MTR DEP REF	82293	
047182	CHRISTOPHER WATTS	02052021 82343	0	2021	5	INV P	20.96 021221	281112	MTR DEP REF	82343	
ACCOUNT TOTAL							2,002.30				
011 -00-00-000-00-115000-002058 ADELA INC (FORMERL 1/2021			0	COLLECTION FEES 2021 5 INV P			738.66 021221	281077	2/21 PAST DUE COLLE		
ACCOUNT TOTAL							738.66				
011 -00-00-000-00-128000-001001 CITY OF HATTIESBURG 1/2021			0	COMMERCIAL GARBAGE 2021 5 INV P			12,492.10 M000028	1100003	TRF TRASH REV 1/202		
ACCOUNT TOTAL							12,492.10				
011 -00-00-000-00-128500-001001 CITY OF HATTIESBURG 1/2021			0	RESIDENTIAL GARBAGE 2021 5 INV P			164,305.26 M000028	1100003	TRF TRASH REV 1/202		
ACCOUNT TOTAL							164,305.26				
011 -00-00-000-00-128600-001001 CITY OF HATTIESBURG 1/2021 A			0	RECYCLING PICK UP 2021 5 INV P			8,824.78 M000028	1100004	TRF RECYCLING PICK		
ACCOUNT TOTAL							8,824.78				
ORG 011000 TOTAL							1,661,930.62				
011660 WATER & SEWER-CUST.ACCT.DIV.											
011 -06-08-660-06-6835WT-047137 TREMONT @22 APTS 012721 78203 0 2021 5 INV P 535.68 021221 281291 WATER OVERPAYMENT R											
047138 LAURINDA SANDERS 012721 80091 0 2021 5 INV P 13.64 021221 281199 WATER OVERPAYMENT R											

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
047139	LULA NETTLES CHANEY	012721	12512		0	2021	5	INV P	246.00 021221	281205	WATER OVER PAYMENT
047140	LULA NETTLES CHANEY	012721	12513		0	2021	5	INV P	558.66 021221	281206	WATER OVERPAYMENT R
047141	TELLUS EDGE	012721	45695		0	2021	5	INV P	1,220.12 021221	281280	WATER OVERPAYMENT R
047142	INDIAN DELIGHT	012721	70464		0	2021	5	INV P	372.78 021221	281177	WATER OVERPAYMENT R
047153	DAVID HIBBETS	020821	74590		0	2021	5	INV P	436.48 021221	281129	OVERPAYMENT REF 745
047154	NETTIE B WILLIS	02082021	11240		0	2021	5	INV P	20.00 021221	281226	OVERPAYMENT REF 112
047155	HAWKINS & CO PROPERT	02082021	82089		0	2021	5	INV P	350.00 021221	281170	OVERPAYMENT REF 820
ACCOUNT TOTAL									3,753.36		
ORG 011660 TOTAL									3,753.36		
FUND 011 WATER & SEWER FUND									TOTAL:	1,665,683.98	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
027000		TAX COLLECTOR'S BALNCE SHEET								
027 -00-00-000-00-103001-001001	CITY OF HATTIESBURG	MILLS	001000.010000	0	2021	5	INV P	3,816,670.67	M000026	2700006 TRF MILLAGE 1/2021
ACCOUNT TOTAL								3,816,670.67		
027 -00-00-000-00-103004-003417	LIBRARY, THE	MILLAGE	1/2021	0	2021	5	INV P	179,077.51	M000026	2700010 MILLAGE 1/2021
ACCOUNT TOTAL								179,077.51		
027 -00-00-000-00-103013-001013	CITY OF HATTIESBURG	MILLS	013000.01000	0	2021	5	INV P	413,039.79	M000026	2700007 TRF MILLAGE 1/2021
ACCOUNT TOTAL								413,039.79		
027 -00-00-000-00-103018-001014	CITY OF HATTIESBURG	MILLS	018000.010000	0	2021	5	INV P	260,085.32	M000026	2700008 TRF MILLAGE 1/21
ACCOUNT TOTAL								260,085.32		
027 -00-00-000-00-103073-001029	CITY OF HATTIESBURG	MILLS	073000.010000	0	2021	5	INV P	45,867.25	M000026	2700009 TRF MILLAGE 1/2021
ACCOUNT TOTAL								45,867.25		
ORG 027000 TOTAL:								4,714,740.54		
FUND 027 TAX COLLECTOR'S FUND					TOTAL:		4,714,740.54			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
028452		2016 TIF B&I-HBRG CLINIC MIDTN							
028 -01-12-452-01-802000-		IND/ECON DEV ISSUES-PRINCIPAL							
003033 HATTIESBURG CLINIC P 2/2/2021		0	2021	5	INV P	51,000.00	M000022	2800001	PRIN/INTEREST PYMT
		ACCOUNT TOTAL				51,000.00			
028 -01-12-452-01-812000-		IND/ECON DEV ISSUES-INTEREST							
003033 HATTIESBURG CLINIC P 2/2/2021		0	2021	5	INV P	24,645.12	M000022	2800001	PRIN/INTEREST PYMT
		ACCOUNT TOTAL				24,645.12			
		ORG 028452			TOTAL	75,645.12			
FUND 028		2016 TIF B&I-HBRG CLINIC MIDTN			TOTAL:	75,645.12			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
050452			2015A	TIF	B&I-RIDGE/TURTLE CRK				
050 -01-12-452-01-842000-					IND/ECON DEV ISSUES				
002817 FIRST NATIONAL BANK	12-31-20	0	2021	5	INV P	1,940.00	M000025	5000001	FEES 1/1/20 - 12/31
ACCOUNT TOTAL						1,940.00			
ORG 050452 TOTAL						1,940.00			
FUND 050 2015A TIF B&I-RIDGE/TURTLE CRK						TOTAL:	1,940.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
072000											
072	-00-00-000-00-129900-										
	001028 CITY OF HATTIESBURG	TRF FUNDS			0	2021	5	INV P	71,926.89		7200004 TRF TO CORRECT CASH
									ACCOUNT TOTAL		71,926.89
						ORG 072000		TOTAL	71,926.89		
072201											
072	-03-05-201-03-601500-										
	003764 NEEL-SCHAFFER INC	1068750			0	2021	5	INV P	8,116.00	021221	281225 MB 2011-4/307 LINCO
	003764 NEEL-SCHAFFER INC	1069457			0	2021	5	INV P	6,773.39	021221	281225 MB 2011-4/307 SAENG
	003764 NEEL-SCHAFFER INC	1069471			0	2021	5	INV P	8,675.76	021221	281225 MB 2011-4/307 4TH S
									23,565.15		
	004197 SHOWS DEARMAN & WAIT	21840			0	2021	5	INV P	995.00	021221	281261 MB 2012-1/34 - FEMA
	004197 SHOWS DEARMAN & WAIT	21866			0	2021	5	INV P	4,789.38	021221	281261 MB 2020-157 - LINC.
									5,784.38		
									ACCOUNT TOTAL		29,349.53
072	-03-05-201-03-722514-										
	003764 NEEL-SCHAFFER INC	1069470			0	2021	5	INV P	12,041.65	021221	281225 MB 2011-4/307 LLT A
	047003 GULF SOUTH CONS	C E ROY #4			0	2021	5	INV P	2,397.37	021221	281163 MB 2020-192 LLT AFR
									ACCOUNT TOTAL		14,439.02
072	-03-05-201-03-723025-										
	004197 SHOWS DEARMAN & WAIT	21881			0	2021	5	INV P	15,780.00	021221	281261 MB 213-1/48 - COUNT
									ACCOUNT TOTAL		15,780.00
072	-03-05-201-03-723043-										
	004197 SHOWS DEARMAN & WAIT	21848			0	2021	5	INV P	3,822.50	021221	281261 MB 2018-41 RECONSTR
									ACCOUNT TOTAL		3,822.50
072	-03-05-201-03-723082-										
	003764 NEEL-SCHAFFER INC	1069461			0	2021	5	INV P	8,835.57	021221	281225 MB 2019-26-27 38TH
									ACCOUNT TOTAL		8,835.57
072	-03-05-201-03-723083-										
	003764 NEEL-SCHAFFER INC	1068749			0	2021	5	INV P	4,740.16	021221	281225 MB 2011-4/307 HARDY
									ACCOUNT TOTAL		4,740.16
						ORG 072201		TOTAL	76,966.78		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5									
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
FUND 072	MUNICIPAL ROAD & BRIDGE		TOTAL:			148,893.67			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION
073000				MASS TRANSIT	BALANCE SHEET						
073	-00-00-000-00-011801-			INTERCOMPANY	CLAIMS FUND						
	001005 CITY OF HATTIESBURG	TRF	1/12/21	PR	0	2021	5	INV P	43,709.94	7300004	TRF 1/12/21 PAYROLL
				ACCOUNT TOTAL					43,709.94		
				ORG 073000	TOTAL				43,709.94		
073570				MASS TRANSIT-TRANSPORTATION							
073	-07-06-570-07-508000-			COMPUTER SUPPLIES							
	002613 DAKTECH COMPUTERS	0341207		202751	2021	5	INV P	1,742.00	021221	281125	PCS - MASS TRANSIT
				ACCOUNT TOTAL				1,742.00			
073	-07-06-570-07-525000-			GAS AND OIL							
	001002 CITY OF HATTIESBURG	2/1/21		0	2021	5	INV P	279.67	021221	281118	TRF FOR FUEL USAGE
				ACCOUNT TOTAL				279.67			
073	-07-06-570-07-525700-			DIESEL FUEL							
	001002 CITY OF HATTIESBURG	2/1/21		0	2021	5	INV P	5,233.37	021221	281118	TRF FOR FUEL USAGE
				ACCOUNT TOTAL				5,233.37			
073	-07-06-570-07-643000-			UNIFORM RENT							
	002471 CINTAS CORPORATION # 4071950067			0	2021	5	INV P	132.16	021221	281117	SC# 8200044758 HCT-
	002471 CINTAS CORPORATION # 4072588112			0	2021	5	INV P	132.16	021221	281117	SC# 800044758 HCT-U
	002471 CINTAS CORPORATION # 4073244025			0	2021	5	INV P	132.16	021221	281117	SC#8200044758 HCT-U
	002471 CINTAS CORPORATION # 4073899835			0	2021	5	INV P	132.16	021221	281117	SC# 800044758 HCT-U
								528.64			
				ACCOUNT TOTAL				528.64			
073	-07-06-570-07-686800-			JARC-OPERATIONS							
	002956 GROVE TRANSIT	JARC1/3/21-1/16/21		0	2021	5	INV P	3,366.00	021221	281162	GRANT JARC 1/3/21-1
				ACCOUNT TOTAL				3,366.00			
073	-07-06-570-07-687000-			CUSTODIAL SERVICE							
	002037 AB SUPPORT SERVICES	010093		0	2021	5	INV P	300.00	021221	281074	MB-2020-957 JANITOR
				ACCOUNT TOTAL				300.00			
				ORG 073570	TOTAL			11,449.68			
FUND 073 MASS TRANSIT FUND								TOTAL:	55,159.62		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5	ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
075695									W&S CONSTR.-CAPITAL PROJECTS
075 -06-08-695-06-601500-									ENGINEERING
004197 SHOWS DEARMAN & WAIT 21846			0	2021	5	INV P	7,497.50	021221	281261 MB 2012-1/34 EMERGE
004197 SHOWS DEARMAN & WAIT 21850			0	2021	5	INV P	875.00	021221	281261 MB 2012-1/34 EPA RE
004197 SHOWS DEARMAN & WAIT 21853			0	2021	5	INV P	8,200.00	021221	281261 MB 2018-288 INFRAST
004197 SHOWS DEARMAN & WAIT 21854			0	2021	5	INV P	4,937.50	021221	281261 MB 2012-1/34 FIRE H
004197 SHOWS DEARMAN & WAIT 21859			0	2021	5	INV P	12,672.00	021221	281261 MB 2020-258 - UPDT
004197 SHOWS DEARMAN & WAIT 21860			0	2021	5	INV P	5,487.00	021221	281261 MB 2020-258 HYDRAUL
004197 SHOWS DEARMAN & WAIT 21861			0	2021	5	INV P	5,135.00	021221	281261 MB 2012-1/34 LOCATE
004197 SHOWS DEARMAN & WAIT 21862			0	2021	5	INV P	1,140.00	021221	281261 MB 2012-1/34 GENERA
							45,944.00		
							ACCOUNT TOTAL		45,944.00
075 -06-08-695-06-670000-									SETTLEMENT OF DAMAGE CLAIMS
003677 MS DEPARTMENT OF ENV 2020CD			0	2021	5	INV P	82,800.00	021221	281218 2020 CONSENT DECREE
							ACCOUNT TOTAL		82,800.00
075 -06-08-695-06-722002-									LONGLEAF HEIGHTS NORTH
004197 SHOWS DEARMAN & WAIT 21856			0	2021	5	INV P	525.00	021221	281261 MB 2021-6-7-LONGLEA
							ACCOUNT TOTAL		525.00
075 -06-08-695-06-722028-									MID TOWN INFRASTRUCTUR
004197 SHOWS DEARMAN & WAIT 21858			0	2021	5	INV P	21,838.08	021221	281261 MB 2020-138 - MIDTO
							ACCOUNT TOTAL		21,838.08
075 -06-08-695-06-724529-									EAST JERUSALEM AREA
004197 SHOWS DEARMAN & WAIT 21855			0	2021	5	INV P	14,795.00	021221	281261 MB 2919-88 - E. JER
047045 JAY BEARDEN CONSTRU E JERUSALEM #7			0	2021	5	INV P	46,530.08	021221	281187 MB 2020-96 EAST JER
							ACCOUNT TOTAL		61,325.08
							ORG 075695 TOTAL		212,432.16
							FUND 075 WATER&SEWER CONSTRUCTION FUND		TOTAL: 212,432.16

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
077000				COMMUNITY CTR		BALANCE SHEET					
077	-00-00-000-00-011801-			INTERCOMPANY CLAIMS FUND							
	001005 CITY OF HATTIESBURG	1482		0	2021	5	INV	P	22,446.27		7700005 TRF 2/12/21 PAYROLL
				ACCOUNT TOTAL					22,446.27		
077	-00-00-000-00-122000-			DAMAGE DEPOSITS							
	047189 TIFFANY MCCULLUM	1592		0	2021	5	INV	P	100.00	021221	281284 REFUND DAMAGE DEP-J
				ACCOUNT TOTAL					100.00		
				ORG 077000					22,546.27		
077650				COMMUNITY CTR-ADMIN/GENERAL							
077	-05-07-650-05-525000-			GAS AND OIL							
	001002 CITY OF HATTIESBURG	2/1/21		0	2021	5	INV	P	96.89	021221	281118 TRF FOR FUEL USAGE
				ACCOUNT TOTAL					96.89		
077	-05-07-650-05-630000-			GAS							
	004321 SPIRE ENERGY	G2021-8 77650		0	2021	5	INV	P	3,203.57	021221	281270 GAS 12/3/20-1/5/21
				ACCOUNT TOTAL					3,203.57		
077	-05-07-650-05-630500-			ELECTRICITY							
	003700 MS POWER COMPANY	E2021-10 MP77650		0	2021	5	INV	P	3,140.62	021221	281220 ELECTRICITY 12/15/2
				ACCOUNT TOTAL					3,140.62		
077	-05-07-650-05-638000-			FIXED EQUIPMENT R&M							
	003681 MS FIRE & SAFETY OF	70423		0	2021	5	INV	P	147.00	021221	281219 3-10# EXTN FOR MAIN
	003681 MS FIRE & SAFETY OF	70424		0	2021	5	INV	P	245.00	021221	281219 5-10# EXTN MAINTEN
									392.00		
				ACCOUNT TOTAL					392.00		
				ORG 077650					6,833.08		
FUND 077 COMMUNITY CENTERS' FUND									TOTAL:	29,379.35	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
082000											
											CDBG BALANCE SHEET
082 -00-00-000-00-011801-											INTERCOMPANY CLAIMS FUND
001005 CITY OF HATTIESBURG	1484			0		2021	5	INV P	9,853.13		8200009 TRF 2/12/21 PAYROLL
001005 CITY OF HATTIESBURG	1594			0		2021	5	INV P	5.00		8200010 CORRECTION TO 1/12/
									9,858.13		
									ACCOUNT TOTAL	9,858.13	
									ORG 082000 TOTAL	9,858.13	
082285											
											CDBG-ENTITLEMENTS
082 -01-06-285-01-500300-											PAPER
003809 OFFICE DEPOT INC	150910121001			220281		2021	5	INV P	59.98	021221	281231 PAPER & SUPPLIES -
									ACCOUNT TOTAL	59.98	
082 -01-06-285-01-525000-											GAS AND OIL
001002 CITY OF HATTIESBURG	2/1/21			0		2021	5	INV P	104.96	021221	281118 TRF FOR FUEL USAGE
									ACCOUNT TOTAL	104.96	
082 -01-06-285-01-546000-											MINOR EQUIPMENT
003809 OFFICE DEPOT INC	150911566001			220281		2021	5	INV P	55.58	021221	281231 PAPER & SUPPLIES -
									ACCOUNT TOTAL	55.58	
082 -01-06-285-01-570000-											MTR VEHICLE REP. PTS/SPL
002413 CARQUEST AUTO PARTS	14758-153855			220476		2021	5	INV P	4.70	021221	281109 OIL FILTER, UNIT 13
									ACCOUNT TOTAL	4.70	
082 -01-06-285-01-641000-											OFFICE EQUIPMENT RENT
004057 RJ YOUNG COMPANY	INV4051420			0		2021	5	INV P	187.00	021221	281251 COPIER 12.28.20-1.2
									ACCOUNT TOTAL	187.00	
082 -01-06-285-01-725401-											CDBG FULL REHAB
002288 BONNER ANALYTICAL TE	HUD#14962.2.2021(2)	0				2021	5	INV P	2,554.90	M000029	8200011 LEAD INSPECT 213 S
003040 HAVARD PEST CONTROL	1704982	0				2021	5	INV P	963.00	M000029	8200012 TERMITE TREAT 515 C
004635 WHITE, CAROLYN	HUD#14962.2.2021(1)	0				2021	5	INV P	900.00	M000029	8200014 TEMP REL ASST 213 S
047059 MEANS LISA	HUD#15032.2.2021	0				2021	5	INV P	900.00	M000029	8200013 TEMP RELOC 515 COLU
									ACCOUNT TOTAL	5,317.90	
									ORG 082285 TOTAL	5,730.12	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR TYP S		WARRANT	CHECK	DESCRIPTION	
FUND 082		COMMUNITY DEVELOP. BLOCK GRANT		TOTAL:		15,588.25			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
086000		086 -00-00-000-00-011801-									
		001005 CITY OF HATTIESBURG	1485		0	2021	5	INV P	1,500.60	8600004	TRF 2/12/21 PAYROLL
									ACCOUNT TOTAL		1,500.60
									ORG 086000	TOTAL	1,500.60
086300		086 -05-12-300-05-729504-									
		003764 NEEL-SCHAFFER INC	1069458		0	2021	5	INV P	2,242.16	021221	281225 MB 2011-4/307 SULLI
									ACCOUNT TOTAL		2,242.16
086 -05-12-300-05-729507-		003764 NEEL-SCHAFFER INC	1069483		0	2021	5	INV P	3,958.50	021221	281225 MB 2011-4/307 TATUM
									ACCOUNT TOTAL		3,958.50
086 -05-12-300-05-729542-		003764 NEEL-SCHAFFER INC	1069497		0	2021	5	INV P	5,218.67	021221	281225 MB 2011-4/307 DUNCA
									ACCOUNT TOTAL		5,218.67
									ORG 086300	TOTAL	11,419.33
FUND 086 SPEC SALES TAX P&R/UNIV IMPROV									TOTAL:		12,919.93

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2021/5 TO 2021/5		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
088603				PUBLIC SAFETY/REC CONSTRUCTION							
088 -02-12-603-02-710022-				POLICE DEPARTMENT							
004197 SHOWS DEARMAN & WAIT 21863				0	2021	5	INV	P	7,210.00	021221	281261 MB 2012-1/34 SITE P
				ACCOUNT TOTAL							
						7,210.00					
088 -02-12-603-02-729501-				HALL AVENUE OVERPASS							
002849 FORREST CTY CIRCUIT HALL AVE 022075				0	2021	5	INV	P	615.00	021221	281155 HALL AVE OVERPASS E
003764 NEEL-SCHAFFER INC 1068771				0	2021	5	INV	P	4,050.00	021221	281225 MB 2019-332 HALL AV
003764 NEEL-SCHAFFER INC 1069463				0	2021	5	INV	P	13,610.87	021221	281225 MB 2019-115 HALL AV
003764 NEEL-SCHAFFER INC 1069469				0	2021	5	INV	P	2,190.89	021221	281225 MB 2019-115 HALL AV
003764 NEEL-SCHAFFER INC 1069507				0	2021	5	INV	P	1,155.00	021221	281225 MB 2019-115 HALL AV
						21,006.76					
				ACCOUNT TOTAL		21,621.76					
				ORG 088603 TOTAL		28,831.76					
FUND 088 PUBLIC SAFETY/REC CONSTRUCTION TOTAL:						28,831.76					

** END OF REPORT - Generated by Theresa McCombs **

02/10/2021 16:50
6050tmccombs

| City of Hattiesburg, MS
| A/P CASH DISBURSEMENTS JOURNAL
JOURNAL ENTRIES TO BE CREATED

| P 40
| apcsndsb

FUND		DUE TO	DUE FR
001	General Fund		
002	PARKS & RECREATION FUND		822,778.59
005	HATT.MUNICIPAL FIRE PROTECTION		35,537.08
006	PAYROLL FUND		10,190.00
009	WATER & SEWER OPERATION/MAINT.		458.00
011	WATER & SEWER FUND		206,954.65
072	MUNICIPAL ROAD & BRIDGE		6,494.32
073	MASS TRANSIT FUND		77,998.78
075	WATER&SEWER CONSTRUCTION FUND		12,690.51
077	COMMUNITY CENTERS' FUND		213,287.80
082	COMMUNITY DEVELOP. BLOCK GRANT		7,150.22
086	SPEC SALES TAX-P&R/UNITY IMPROV		412.22
088	PUBLIC SAFETY/REC CONSTRUCTION		25,419.33
801	CLAIMS FUND		28,831.76
		1,448,203.26	
	TOTAL	1,448,203.26	1,448,203.26

** END OF REPORT - Generated by Theresa McCombs **



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

TO: City Council members

FROM: Kermas Eaton, Director of Administration/City Clerk

DATE: February 16, 2021

RE: **Additional claims**

Please accept this memorandum as a request for approval of additional claims as described on the attached form.

Thank you.

ADDENDUM CLAIMS DOCKET
PERIOD ENDING FEBRUARY 12, 2021

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
095	EMERGENCY EQUIPMENT PROFESSIONALS	354770	196725	FIRE TRUCK	2/16/21	9500002	459,900.00

TOTAL 459,900.00



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Chris McGee, Director of Parks and Recreation
cc:
Date: Tuesday, February 16, 2021
Re: Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
File Number: 2021-90
Minute Book #

Summary

Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Recommendation Statement

I am recommending approval for the sale of grave spaces.

Please place this on the February 16, 2021 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: January 27, 2020

The following represents the grave spaces sold on January 27, 2020.

Willie Kelly

(1) Space \$ 175.00

North Half (N ½) of the SW ¼)

Lot 34, Section 36, Highland Cemetery

Lena Mae Dean

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 64, Section 34, Highland Cemetery

Dorothy Lamar

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 56, Section 38, Highland Cemetery

Nakiki & Dwight Hudson

(2) Spaces \$ 350.00

Northwest Quarter (NW ¼)

Lot 68, Section 34, Highland Cemetery

Jeanette Craig

(2) Spaces

Southeast Quarter (SE ¼)

Lot 8, Section 35, Highland Cemetery

Frances Williams

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 118, Section 39, Highland Cemetery

Curtis Hollimon & Cassandra Willis

(2) Spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 125, Section 39, Highland Cemetery

Vickie Page

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 65, Section 34, Highland Cemetery

Rosetta Perkins

(1) Space \$ 150.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 87, Section 2, South Hill Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: February 4, 2021

Bennie Hopkins, Jr

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 6, Section 35, Highland Cemetery

Elaine Posey

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 58, Section 34, Highland Cemetery

Linda Mayes

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 34, Section 34, Highland Cemetery

Joyce Woullard

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 121, Section 38, Highland Cemetery

Roy Spencer

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 34, Section 34, Highland Cemetery

Joy Lubritz

(4) Spaces \$ 700.00

East Half (E ½)

Lot 127, Section 39, Highland Cemetery

Jody Dorsey

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 121, Section 39, Highland Cemetery

Roy C. Spencer, Jr & Alfreda W. Spencer

(4)spaces \$ 700.00

East Half (E ½)

Lot 73, Section 34, Highland Cemetery

Anita Pugh

(2_) Spaces \$ 350.00

Northwest Quarter (NW ¼)

Lot 17, Section 34, Highland Cemetery

Melanie Martin

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 119, Section 39, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: February 08, 2021

Dell Sanders

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 34, Section 34, Highland Cemetery

Sharon Lynn Hoze

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 111, Section 38, Highland Cemetery

Stephanie Poole

(2) Spaces \$ 350.00

Northeast Quarter (NE ¼)

Lot 57, Section 35, Highland Cemetery

Joyce Chestnut

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 58, Section 35, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01/25/20

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 87 Section No. 2 in South H.I. Cemetery

Number of grave spaces 1

Price per grave space \$ 150.00

Price Received \$ 150.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah B. Borne

Supt. of City Cemeteries

Debit Card

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01/27/20

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

— 1/2 SW 1/4 Lot No. 125 Section No. 29 in Highland Cemetery

Number of grave spaces 2

Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah B. Borne

Supt. of City Cemeteries

ck# 5599

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01/26/20

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 118 Section No. 39 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah B. Borne

Supt. of City Cemeteries

CASH

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01/22/2021

SOLD TO:

Mr. Mrs. Miss Jeunette Craig
ADDRESS 204 Hall Ave, Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

SE 1/2 Lot No. 8 Section No. 35 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CASH

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01-25-2021

SOLD TO:

Mr. (Mrs.) Miss Lena Mae Dean
ADDRESS 1428 West 7th St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 64 Section No. 24 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CASH

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01/22/2021

SOLD TO:

Mr. Mrs. Miss Dorothy Lamar
ADDRESS 3006 Glenndale Ave Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 56 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CL# 1364 (young)

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 1-22 2021

SOLD TO:

Mr. Mrs. Miss WILLIE K. GULY

ADDRESS 5752 HWY 49, HATTIESBURG, MISSISSIPPI 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 34 Section No. 22 in HATTIESBURG Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01-21- 2021

SOLD TO:

Mr. Mrs. Miss NAKIKI S. DWIGHT HULSON

ADDRESS 306 Williams Street Hattiesburg 39405

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NW 1/4 Lot No. 68 Section No. 24 in HATTIESBURG Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

Cash

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 12/24 2021

SOLD TO:

Mr. Mrs. Miss Vickie Page

ADDRESS 1201 E. Laurel Hwy. Hattiesburg, Miss.

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 65 Section No. _____ in _____ Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

CASH

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., _____ 20 ____

SOLD TO:

Mr. Mrs. Miss Bennie Hoffman

ADDRESS 533 Miller St Hattiesburg

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 6 Section No. _____ in _____ Cemetery

Number of grave spaces 1 Price per grave space \$ _____

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

CASH

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., _____ 20 ____

SOLD TO:

Mr. Mrs. Miss ELaine ROSEY

ADDRESS 735 N. 19th Ave Hattiesburg

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 58 Section No. _____ in _____ Cemetery

Number of grave spaces 1 Price per grave space \$ _____

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., _____ 20 ____

SOLD TO:

Mr. Mrs. Miss JOYCE WOLLARD

ADDRESS 557 NELLWOOD DR HATTIESBURG

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 121 Section No. _____ in _____ Cemetery

Number of grave spaces 1 Price per grave space \$ _____

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

CR # 1368

YOUNGS FUNERAL HOME

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 01/29/ 2021

SOLD TO:

Mr. Mrs. Miss

Linda Mayes

ADDRESS

201 W. 4th St. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 34 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., 01/29/ 2021

SOLD TO:

Mr. Mrs. Miss

Ray Spencer

ADDRESS

201 W. 4th St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 34 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., FEB. 2 2021

SOLD TO:

Mr. Mrs. Miss

Joy Lubretz

ADDRESS

205 PENWELL DR HATTIESBURG MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 Lot No. 127 Section No. 39 in Highland Cemetery

Number of grave spaces

4 Price per grave space \$ 175.00

Price Received \$

700.00

CK # 3467

CITY OF HATTIESBURG, MISSISSIPPI

By

Deborah Bourne

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., _____ 20 ____

SOLD TO:

Mr. Mrs. Miss JODY DONIST

ADDRESS 200 EAST BENTLEY

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 50 1/4 Lot No. 121 Section No. _____ in _____ Cemetery

Number of grave spaces 2 Price per grave space \$ _____

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By _____

Supt. of City Cemeteries

✓

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., _____ 20 ____

SOLD TO:

Mr. Mrs. Miss Roy C. Spencer

ADDRESS 732 Grace Ave

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 — 1/4 Lot No. 73 Section No. _____ in _____ Cemetery

Number of grave spaces 4 Price per grave space \$ _____

Price Received \$ 900.00

CITY OF HATTIESBURG, MISSISSIPPI

By _____

Supt. of City Cemeteries

CASH

V
**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., _____ 20__

SOLD TO:

Mr.. Mrs. Miss Anita Dunn

ADDRESS 310 West Ray Drive

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NW 1/4 Lot No. 17 Section No. _____ in _____ Cemetery

Number of grave spaces 2 Price per grave space \$ _____

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By _____

Supt. of City Cemeteries

CASH

✓
**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., _____ 20__

SOLD TO:

Mr.. Mrs. Miss Melanie Miller

ADDRESS 406 N. George St.

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 119 Section No. _____ in _____ Cemetery

Number of grave spaces _____ Price per grave space \$ _____

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By _____

Supt. of City Cemeteries

Debit Card

✓
CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02/05/ 20 21

SOLD TO:

Mr. Mrs. Miss Dell Sanders

ADDRESS 116 Saucier DR. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 34 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

cl# 1784

CITY OF HATTIESBURG, MISSISSIPPI

By Debrah Baurie
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., FEB. 4 20 21

SOLD TO:

Mr. Mrs. Miss SHARON LYNN HOZE

ADDRESS 609 CHARLES ST. HATTIESBURG MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 111 Section No. 38 in HIGHLAND Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00 cash

CITY OF HATTIESBURG, MISSISSIPPI

By Chad Parker
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02/05/2021

SOLD TO:

Mr. Mrs. Miss Stephanie Poole

ADDRESS 34-B Hunter Lane, Hattiesburg, MS. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NE 1/4 Lot No. 57 Section No. 35 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.⁰⁰

Price Received \$ 350.⁰⁰

ck# 2060

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burnie
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 02/04/2021

SOLD TO:

Mr. Mrs. Miss Joyce Chestnut

ADDRESS 501 Bushman St, Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 58 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

Debit card

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burnie
Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Willie Kelly, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$)

Lot 34 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 16th day of February, 2021.

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 16th day of February, 2021.

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 Lena Mae Dean, 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 Northwest Quarter (NW¼)

Lot 64 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 16th day of February, 2021.

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 16th day of February, 2021.

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 Dorothy Lamar, 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 56 Section 38

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 16th day of February, 2021.

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 16th day of February, 2021.

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, Nakiki & Dwight Hudson, 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 68 Section Number 34

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 16th day February, 2021.

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 16th day of February, 2021

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, Jeanette Craig, 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 8 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 16th day February, 2021.

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 16th day of February, 2021

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 Rosetta Perkins, 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 Number: 87 Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of February, 2021.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, 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 16th day of February, 2021.

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, Curtis Hollimon & Cassandra Willis, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¼)

Lot Number 125 Section Number 39

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 16th day February, 2021.

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 16th day of February, 2021

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 Frances Williams, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 118 Section 39

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 16th day of February, 2021.

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 16th day of February, 2021.

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 Vickie Page, 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 65 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 16th day of February, 2021.

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 16th day of February, 2021.

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 Bennie Hopkins, 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 Southeast Quarter (SE¼)

Lot 6 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 16th day of February, 2021.

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 16th day of February, 2021.

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 Elaine 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:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 58 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 16th day of February, 2021.

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 16th day of February, 2021.

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 Linda Mayes, 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 34 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 16th day of February, 2021.

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 16th day of February, 2021.

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 Joyce Woullard, 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 121 Section 38

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 16th day of February, 2021.

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 16th day of February, 2021.

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 Roy Spencer, 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 34 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 16th day of February, 2021.

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 16th day of February, 2021.

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 Joy Lubritz, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Lot 127 East Half (E½) Section Number: 39

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 16th day of February, 2021.

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 16th day of February, 2021.

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, Jody Dorsey, 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 121 Section Number 39

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 16th day February, 2021.

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 16th day of February, 2021

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 Roy C. Spencer, Jr & Alfreda W. Spencer, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Lot 73 East Half (E½)
Section Number: 34

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 16th day of February, 2021.

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 16th day of February, 2021.

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, Anita Pugh, 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 17 Section Number 34

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 16th day February, 2021.

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 16th day of February, 2021

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 Melanie Martin, 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 Northwest Quarter (NW¼)

Lot 119 Section 39

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 16th day of February, 2021.

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 16th day of February, 2021.

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 Dell Sanders, 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 34 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 16th day of February, 2021.

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 16th day of February, 2021.

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 Sharon Lynn Hoze, 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 111 Section 38

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 16th day of February, 2021.

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 16th day of February, 2021.

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, Stephanie Poole, 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 57 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 16th day February, 2021.

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 16th day of February, 2021

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 Joyce Chestnut, 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 Northwest Quarter (NW¼)

Lot 58 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 16th day of February, 2021.

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 16th day of February, 2021.

My Commission Expires:

NOTARY PUBLIC

RESOLUTION

WHEREAS, one of the primary responsibilities of the governing authorities of the City of Hattiesburg (“the City”) is to secure the general safety, protection and welfare of the residents and businesses of the City; and

WHEREAS, when a business operates or allows its customers and/or patrons to act in a manner that endangers the safety, protection and welfare of the area residents, businesses and customers of area businesses, so that the operation of such a business may properly be deemed a public nuisance, the Council believes that Nostalgia Lounge is, in fact, a public nuisance and, it is appropriate for the governing authorities of the City to call on appropriate officials to abate said public nuisance; and

WHEREAS, the Nostalgia Lounge, located in the 100 block of East Front Street, has had two (2) incidents involving shootings in the last (4) four months immediately adjacent to the Nostalgia Lounge and/or on property owned by the owner of the building in which Nostalgia Lounge operates resulting in two (2) individuals being injured in the shooting that took place shortly after 10:00 p.m. on February 14, 2021; and four (4) vehicles and several adjacent buildings being hit with gunfire in the incident, which occurred after 1:00 a.m. on October 18, 2020; and

WHEREAS, area residents and business owners have expressed fear for their safety and the safety of their customers, respectively, as a result of the behavior of the customers and/or patrons of Nostalgia Lounge, or persons on the property of Nostalgia Lounge; and

WHEREAS, under Mississippi law the District Attorney of the Twelfth Judicial Court District may bring an action to immediately and permanently abate this public nuisance through an action filed in the Forrest County Chancery Court or other appropriate venue.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Hattiesburg respectfully requests that the District Attorney for the Twelfth Judicial District bring an action to immediately and permanently abate the public nuisance operating as Nostalgia Lounge through filing an action in the Forrest County Chancery Court or other appropriate venue.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 16th day of February, A.D., 2021.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th day of February, A.D., 2021.

ATTEST:

APPROVED:

CITY CLERK

MAYOR